

## **MyLighting Terms and Conditions of Use**

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### **BY ACCESSING, DOWNLOADING AND/OR USING THE PORTAL, OR BY CHECKING OR CLICKING THE “AGREE,” “I CONSENT” OR SIMILAR BUTTON OR BOX IF AND WHEN THIS OPTION IS PRESENTED TO YOU, YOU:**

- ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS;
- REPRESENT THAT IF YOU ARE AN INDIVIDUAL ENTERING INTO THESE TERMSON YOUR OWN BEHALF, YOU ARE 18 YEARS OF AGE OR OLDER OR OTHERWISE OF LEGAL AGE TO ENTER INTO A BINDING LEGAL AGREEMENT;
- REPRESENT THAT IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A BUSINESS OR LEGAL ENTITY, YOU ARE 18 YEARS OF AGE OR OLDER OR OTHERWISE OF LEGAL AGE TO ENTER INTO A BINDING LEGAL AGREEMENT AND YOU ARE FULLY AND DULY AUTHORIZED TO AGREE TO BE BOUND BY THESE TERMS ON SUCH BUSINESS’S OR LEGAL ENTITY’S BEHALF; AND
- AGREE TO AND ACCEPT THE THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

### **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, OR USE THE PORTAL.**

2. **UPDATES:** Signify reserves the right to make changes or updates to the content, products, materials, services or information contained on or available through the Portal or the format or functionality of the Portal, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, “**Updates**”) at any time without notice. You agree that Signify has no obligation to provide any Updates or to continue to provide access or use of the Portal or provide or enable any particular features or functionality. You further agree that all Updates will be deemed part of the Portal and be subject to all terms and conditions of these Terms.
3. **AMENDMENTS TO TERMS:** Signify may revise and update these Terms from time-to-time in its sole discretion. Changes are effective immediately when Signify posts them. Your continued use of the Portal following the posting of revised Terms means that you accept and agree to the changes. You must check the Portal so that you are aware of any changes, and immediately discontinue access or use of the Portal if you do not want to agree to the revised Terms.
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6. **LIABILITY FOR USERS:** If you are a business or legal entity accessing and using the Portal under the Terms, you acknowledge and agree that you are fully responsible for ensuring that your employees, consultants, advisors, contractors, agents, representatives and any other personnel or other individuals associated with you comply in full with the terms of the Terms and that you are responsible for and liable for any act, omission or violation of these Terms by such persons as it relates to the Portal or any of the subject matter hereof the same as if you had committed such act, omission or violation yourself, directly.
7. **SUSPENSION:** Signify may suspend or deny your access to or use of all or any part of the Portal without any liability to you or others, if (i) Signify is required to do so by law or court order, (ii) you have accessed or used the Portal beyond the scope of the rights granted under or otherwise in violation of these Terms (including a failure to comply with the limitations and restrictions set forth herein), (iii) you have been involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Portal or your interactions with other users of the Portal, or (iv) you have otherwise failed to comply with these Terms. Signify's remedies in this Section are in addition to, and not in lieu of, its termination rights or any other rights or remedies set forth in these Terms or at law or in equity. Examples of activity that could lead to your account suspension may include: (i) using admin privileges to create users with personal, shared access, or non-business email accounts, (ii) users with personal, shared access, or non-business email accounts, (iii) or sharing pricing outside your organization.
8. **RESERVATION OF RIGHTS:** You acknowledge and agree that the Portal is provided under limited authorization, and not sold, to you. You do not acquire any ownership interest in the Portal under these Terms, or any other rights thereto other than to use the Portal in accordance with, and subject to these Terms. Signify and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Portal and all content and materials made available to you through the Portal, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms.
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thereof.

10. **PERSONAL PASSWORD; RESPONSIBILITY FOR USE:** As a user of the Portal, you will have a personal password that will enable you to access the Portal. You may not share, disclose or transfer your personal password with or to any third party. If you believe that the security of your personal password has been breached, you must promptly notify Signify of the breach. You also agree to immediately cease using your personal password and the Portal and notify Signify in the event your employment with your current employer terminates. You are responsible for ensuring that all use of the Portal under your personal password and your e-mail address complies with these Terms. You are solely responsible for maintaining the confidentiality of your user account, username and password. The user account, login name and password are strictly for you and you are not allowed to share the foregoing with anyone else or any third party. You are also solely responsible for restricting access to your computer(s) or mobile device(s) with which you access the Portal. You agree to accept responsibility for all activities occurring under your account, username, and/or password that are due to your conduct, inaction, or negligence. We may, at our own discretion, bar registration from any specific e-mail service or internet Service provider (ISP). You agree to notify Signify immediately of any unauthorized access to or use of your username or password or any other breach of security. Signify has the right to disable any username, password or other identifier, whether chosen by you or provided by Signify, at any time in its sole discretion if, in Signify's opinion, the continued use of that username, password or other identifier would be inappropriate. Accessing and using the Portal without proper username and password is strictly prohibited, constitutes a breach of these Terms resulting in the immediate termination of your right to use the Portal.
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19. **PRIVACY POLICY:** You also may be required to provide certain information about yourself or someone else as a condition to or in connection with downloading, installing, accessing and/or using the Portal or certain of its features or functionality. All personal information that Signify processes through or in connection with the Portal is in compliance with <https://www.signify.com/privacynotice> (the "**Privacy Policy**"). By downloading, installing, accessing, using and providing information about yourself to or through the Portal, you

consent to Signify processing your personal information as necessary in compliance with the Privacy Policy to enable your use of the Portal. Signify does not control the user data you provide and does not have any obligation to monitor such information for any purpose.

20. **USER MATERIAL:** Except for personal information subject to Signify's Privacy Policy, any material or information sent through or in connection with this Portal by you ("**User Material**") will be treated as non-confidential and non-proprietary, and immediately become the property of Signify. Signify may use such User Materials as it deems fit, anywhere in the world, without obligation for compensation, and free of any moral rights, intellectual property rights or other proprietary rights in or to such User Materials.
21. **CONSENT TO USE OF NON-PERSONAL TECHNICAL DATA:** You agree that Signify, using automatic means such as cookies and otherwise, may collect and use technical data and related information—including but not limited to technical information about your computer, browser, mobile device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Portal. Signify may use this information, as long as it is in a form that does not personally identify you, to provide services or technologies or to improve its offerings.
22. **TERMINATION:** All rights granted to you under these Terms shall terminate with or without notice (i) at the discretion of Signify, (ii) due to your failure to comply with any provision of these Terms or applicable law; (iii) if any fee charged by Signify for continued use is not paid in due time; (iv) if your employment with your employer is terminated, or (v) upon destruction of your installed copy of the Portal. Upon termination of such rights you shall not access or use the Portal in any manner. Termination will not limit any of Signify's rights or remedies at law or in equity.
23. **GOVERNING LAW:** For users in the United States of America, these Terms will be governed by and construed in accordance with the applicable laws as indicated in Annex 2. The governing law shall apply without giving effect to its choice-of-laws' or conflict-of-laws' provisions and, by using the Portal, you consent to the exclusive jurisdiction of the venues as indicated in Annex 1, provided that 1) if Your country of domicile is not included in Annex 2, Signify will mean "Signify Netherlands B.V." with venue in Amsterdam, The Netherlands and 2) Signify will always be permitted to bring any action or proceedings against You in any other court of competent jurisdiction.. .
24. **FORCE MAJEURE:** Signify will not be liable for any delays or non-performance of its obligations arising out of causes not within Signify's reasonable control, including, without limitation, actions or decrees of governmental authorities, criminal acts of third parties, earthquakes, flood, hurricanes, ice storms and other natural disasters, pandemic, epidemic, war, terrorism, acts of God, or fire.
25. **SEVERABILITY AND WAIVER:** If any provision of these Terms illegal or unenforceable under applicable law, the remainder of the provisions will be amended to achieve as closely as possible the effect of the original term and all other provisions of these terms will continue in full force and effect. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

26. **NO THIRD-PARTY BENEFICIARIES:** These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and/or heirs, executors, administrators, affiliates and legal representatives and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these terms.
27. **INJUNCTIVE RELIEF:** You acknowledge and agree that the breach or threatened breach of these Terms would cause irreparable harm to Signify, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which Signify may be legally entitled, Signify may seek immediate injunctive relief without the necessity to post a bond therefor in the event of such breach or threatened breach by you.
28. **ENTIRE AGREEMENT:** These Terms, together with any other documents referenced herein constitute the entire agreement between you and Signify with respect to the Portal and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Portal.

**version June 2025**