

## LUMXPERT TERMS OF SERVICE

Last updated: May 2023

Signify operates an online e-commerce platform, LumXpert, where professional buyers ("Customers") and various sellers registered to sell on the platform ("Vendors") are matched, can conclude sales contracts for lighting products, and can benefit from related platform services (collectively: "the Platform"). The Platform offers certain tools and guidance for the selection, configuration, sale and purchase of Signify Products from Vendors. The Platform is accessible via a mobile app ("the App"). The Platform is operated by the Signify entity set out in **Annex 2** below ("Signify", "we", "us", "our"). Below, "you" and "your" refers to the organisation that access or uses the Platform. The access and use of the Platform (including the App) is subject to these LumXpert Terms of Service, including all terms, conditions and policies referred to herein, as well as from third parties, as indicated by Signify, and any additional terms and conditions set out on the Platform or in the App, (collectively: "the Terms"). Your terms and conditions do not apply. We use capitalized words to indicate defined terms. You can find the meaning of those in **Annex 1** to the Terms. Individuals from your organization that accept the Terms, do so on your behalf. Do not access or use the Platform if you do not agree with the Terms.

1. **Additional Terms.** In addition to the Terms, the following are also applicable:
  - 1.1. Our Cookie Notice ([here](#)) and Privacy Notice ([here](#)) apply. These are incorporated by reference. In case of conflicts with the Terms, the Terms prevail.
  - 1.2. Promotions that we or Vendors make available through the Platform may be governed by rules that are separate from the Terms. If the rules for a promotion conflict with the Terms, the promotion rules shall apply.
  - 1.3. For certain countries, country specific terms apply as set out in **Annex 3**.
2. **Amendment to the Terms.**
  - 2.1. We are allowed to revise and update the Terms from time-to-time.
  - 2.2. Changes are effective immediately when we announce them, but are not retroactive.
  - 2.3. Your continued use of the Platform, after the announcement of amendments to the Terms, means that you accept and agree to the changes. If you do not agree to the changed Terms, your sole and exclusive remedy is to stop using the Platform.
3. **Registration & Accounts.** For access and use of certain functionality of the Platform, you need to register and/or create an account in accordance with our Registration Requirements and Contact Information (**Annex 5**).
4. **Scope of Use.** Subject to your compliance with the Terms we give you:
  - 4.1. the non- exclusive, non-transferable, revocable limited permission to access and use the Platform for professional purposes; and
  - 4.2. non-transferrable permission to use the Platform and the App on any Apple-branded products you own, or are authorized to control and monitor and as permitted by the rules of usage set out in the Apple Media Services Terms and Conditions.
5. **Our General Responsibilities.** We will:
  - 5.1. operate the Platform in conformance with the Terms, including maintaining safeguards appropriate for protecting the security, integrity, and confidentiality of Your Information; and
  - 5.2. make the Platform available 24 hours a day, 7 days a week, excluding planned downtime (for, among other things, maintenance, updating and repair purposes) or downtime caused by any unanticipated or unscheduled unavailability of any part of the Platform, including connectivity issues.
6. **Platform Functionality.** More information on the Platform's functionalities can be found under the "Support" section on the Platform.
  - 6.1. Products, benefits, features and functions related to the Platform may vary for different countries and regions. We do not give any warranty or make any representation that a particular Product, benefit, feature or function, or the same type and extent of features and functions, will be available.
  - 6.2. We reserve the right to limit certain Products, benefits, features and functions of the Platform to certain categories of Customers.
  - 6.3. We have no obligation to continue to provide or enable any particular Products, benefits, features or functionality.
  - 6.4. On the Platform, you can make certain basic lighting designs and calculations, based on a simulation of the generic technical specifications of the Products for which you have placed a query. We provide these to you for convenience only and on an AS-IS basis. You can derive no rights from them. You must check simulated calculations against the actual situation for the project concerned. See also the disclaimer in section 22.
  - 6.5. On the Platform, in certain countries and for certain scenarios and Products, we may offer Customers, at our sole discretion, the option to request a free replacement Product for defective Products directly from us. For such replacement Products, the following applies:
    - 6.5.1. These replacement products are offered and supplied to you solely as a courtesy to you and on an "AS IS" basis, without warranty or representation of any kind, and will not be construed as creating any warranty obligation on the part of Signify. Supply of the replacement product will not be deemed to start a new warranty period for the Products for which a replacement has been supplied.
    - 6.5.2. The option does not take precedence over your rights and obligations under warranty as part of your sales agreement with the Vendor, for the Products concerned. If Signify decides, at its sole discretion, not to offer you a direct replacement, you can still rely on your warranty rights from the Vendor.
    - 6.5.3. We reserve the right, at our sole discretion, to: (i) decline requests for direct replacements, even if a Customer has been presented on the Platform with the option to request same; (ii) stop offering the option for supplying replacement Products; and (iii) introduce and/or add additional requirements therefor, including requiring evidentiary documentation and/or payment of certain fees.
    - 6.5.4. You acknowledge that we do not represent or act for or on behalf of the Vendor.
  - 6.6. We may add certain services, benefits, features or functionalities to the Platform Services that may be subject to additional or different fees and terms and conditions. This may include access to "beta" or pre-release features or services. You acknowledge that such services are still in development, may have errors and bugs, may be incomplete and may materially change or be discontinued prior to a full commercial launch, or may never be released commercially.

**7. What are we allowed to do?**

- 7.1. We (and our Third-Party Service Providers) are entitled to rely on the quality, completeness, and accuracy of Your Information.
- 7.2. We are entitled to make Updates of the Platform at our convenience. You must provide us all reasonable Assistance in relation to such Updates.
- 7.3. We are entitled to monitor compliance and investigate any violation of the Terms and/or report to appropriate law enforcement officials, without any obligation to do so.
- 7.4. If we make typographical errors, inaccuracies or omissions we reserve the right to correct these at any time.

**8. Your responsibilities.** Except as prohibited by applicable law, or permitted by the licensing terms governing use of any Open Source Software included in the Platform, your responsibilities include:

- 8.1. access and use of the Platform only in accordance with the Terms;
- 8.2. compliance by your authorized users with the Terms. You are responsible for any violation as if you had committed such violation yourself, directly;
- 8.3. maintaining appropriate security measures to prevent unauthorized access and use of your account(s) and the Platform;
- 8.4. making appropriate back-ups of Your Information that is stored on the Platform;
- 8.5. complying with (technical) requirements to access and use the Platform;
- 8.6. the integration of the Platform and related tools with your systems, if any;
- 8.7. complying with terms from Third-Party Service Providers applicable to the Platform; and
- 8.8. sharing alerts or error messages with us and Assisting us in case of security incidents;

and you shall not:

- 8.9. copy, reproduce, modify, or create derivative works of information shared via the Platform;
- 8.10. reverse engineer or derive the source code or the algorithmic nature of the Platform;
- 8.11. decode, de-crypt, remove, circumvent, or neutralize any security measures, other protection, or inject malicious code;
- 8.12. perform any action in a manner that would require the Platform to be licensed under Open Source Software;
- 8.13. frame, deep link or in-line link the Platform on any other site; or
- 8.14. use any manual or automatic process that is not already offered as a feature or functionality of the Platform, or your browser, to monitor or make a copy of any of the material on the Platform.

**9. Sales Transactions.** The Platform facilitates sales transactions between Customers and Vendors.

- 9.1. If you purchase products from a Vendor on the Platform, you will enter into a sales agreement directly with the Vendor, including terms and conditions related to warranty. We are not a party to your sales agreement.
- 9.2. At check-out, you must agree to the Vendor's sales terms, and to Vendor's privacy notice that governs the Vendor's use of Your Information that you submitted to the Platform or to Vendor directly in relation with the sales transaction.
- 9.3. Except when we explicitly state otherwise, we do not represent or act for or on your behalf on the Platform. Neither we, nor any of our Affiliates, are your agent for any purpose, nor do any of us have the authority to make any commitments on your behalf.
- 9.4. We do not control and are not responsible for the correctness of Vendors' content or the ability of Vendors to sell products or Vendors' performance under the sales agreements, including timely delivery and quality of Products.
- 9.5. You are allowed to cancel an order for free, within 30 minutes from submitting the order after check-out. Vendors can cancel an order within 12 hours from submitting the order after check-out.

**10. Delivery Commitments.**

- 10.1. Generally, at minimum, Vendors must offer you delivery within a maximum of 3 business days from the moment of ordering on the Platform. Vendors are free to offer additional delivery options. For some Products, specific delivery periods may apply. Please check the Vendor's product page for their specific delivery options.
- 10.2. For logistic details on return flows, please see our Returns and Warranty Policy (**Annex 4**) which applies to all sales transactions via the Platform.
- 10.3. Vendors are allowed to supply your order in more than one delivery, as indicated at check-out.

**11. No Platform Fee.** Access to and use of the Platform is currently free of charge for Customers. If we decide to change this, we will announce this by means of an amendment to the Terms.

**12. Prices for Products on the Platform.**

- 12.1. During the navigation process, the Platform will show, by default, the general recommended sales prices for Products as set by Signify. As a next step, you can request quotes from Vendors. These quotes contain the actual sale prices offered by Vendors, at their entire discretion.
- 12.2. The price charged for a Product by the Vendor will be the price in effect at the time the order is placed and will be set out in your invoice.
- 12.3. The quote will specify a validity term set by the Vendor. If the Vendor does not specify a validity term, the default validity term will be 15 days from the date of the quote.
- 12.4. Quotes from Vendors will not include or show value added tax. Other applicable local Taxes, WEEE (Waste from Electrical and Electronic Equipment) or other fees, duties or charges for shipping, will be added to your merchandise total and will be itemized in your shopping cart prior to purchase.
- 12.5. All prices, discounts, and promotions for Products posted on the Platform are subject to change without notice.

**13. Facilitation of Payment Process.**

- 13.1. The Platform uses a PSP for payment services. The current PSP that provides payment services is Stripe Payments Europe, Limited. More details on the payment process are found under the "Support" section on the Platform.
- 13.2. You acknowledge that the PSP and other Third-Party Service Providers are allowed to make changes to their way of working, requirements, terms and conditions and privacy notice considerations (if applicable) to comply with changes to relevant laws and regulations.
- 13.3. If you find an error when you reconcile your transaction history, we will cooperate with you to investigate and help correct that error, provided that you notify us of the error within 12 months of the date of the transaction. We will use reasonable efforts to assure the cooperation of our

Third-Party Service Providers, as well.

13.4. Certain payment related services offered by the PSP and other Third-Party Service Providers in relation to the Platform are subject to separate application processes, approvals and terms and conditions. We are not responsible or liable for such services, and the indemnification provision in section 23 will apply in full.

13.5. You acknowledge that for your use of PSP payment services, we will need to share some Personal Data with the PSP for them to provide the services to you. For some processing activities, the PSP will be acting as an independent Data Controller. Please read the PSPs privacy notice to understand how they treat Personal Data.

14. **Deferred Payments.** The Platform offers eligible Customers a “buy now pay later” option (“**Deferred Payment**”) by a Third-Party Service Provider.

14.1. The current Third-Party Service Provider that provides the Deferred Payment option is Hokodo Services Ltd, a company registered in England under Companies House number 11351988 (“**Hokodo**”).

14.2. Conditions for a Deferred Payment are: i) the acceptance by Hokodo of the sales transaction after credit and frauds checks (“**Acceptance**”); and (ii) that you enter into a separate, direct customer financing agreement with Hokodo.

14.3. You acknowledge that, if you select the Deferred Payment option, we will need to share some Personal Data with Hokodo for them to perform the services for you. In that case, Hokodo will be acting as a Data Controller. Please read Hokodo’s privacy notice to understand how they treat Personal Data.

14.4. Signify is not liable, nor responsible, for the Deferred Payment service and the indemnification provision in section 23 will apply in full.

15. **Returns and Warranty.** Annex 4 sets forth the Returns and Warranty Policy that applies to all sales transactions via the Platform. During the navigation process, the Platform will show, by default, the minimum warranty period that applies for the Products concerned. Vendors must apply this minimum warranty period but in their quotes to you, Vendors are free to offer you a longer warranty period. Vendors may apply additional warranty terms, specified or referenced in the quote.

16. **Claims and Disputes related to Purchase of Products.** Claims and disputes in relation to Products purchased via the Platform will be settled directly between you and the Vendor. If you have a dispute with a Vendor, you release us (and our Affiliates, and the respective officers, directors, employees and agents) from claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. The Platform facilitates your communication with the Vendor.

17. **Third-Party Service Providers.** The Platform includes and/or relies on the availability and correct functioning of Third-Party Materials, including services from our PSP.

17.1. Third-Party Materials are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such Third-Party Service Provider’s terms and conditions.

17.2. We have no responsibility or liability with respect to Third-Party Materials, other than, on request: (i) to identify them and their related terms; and (ii) if permitted, to make available to you, representations and warranties (if any) made by the Third-Party Service Provider.

17.3. You authorize us to give instructions and/or information to Third-Party Service Providers (including logistic carriers and PSPs) to perform the Platform Services, including via APIs.

18. **Data Protection Laws.** All parties to the Terms must comply with Applicable Data Protection Laws.

18.1. If and to the extent Signify Processes Personal Data as a Controller, it will act in accordance with Signify’s “Privacy Notice for Customers, Consumers and Other Business Persons” which is available on <https://www.signify.com/global/privacy/legal-information/privacy-notice>.

18.2. If and to the extent Signify Processes any Personal Data as a Processor, it will act in accordance with Signify’s Data Processing Agreement and the applicable Data Processing Schedule.

19. **Data.** We may collect, process, generate and/or store Data (including, where strictly necessary, location data) by or via the Platform during your use. You grant Signify and/or its subcontractors the right to use such Data to operate the Platform, and a perpetual, irrevocable, royalty-free, worldwide right to use such Data for any purposes whatsoever, provided Signify will ensure that such use will exclude Personal Data.

20. **Reservation of IPR.** All IPR in the Platform Services, the Platform, and its content (including software, designs, text, and photographs) vest with Signify Holding B.V., its Affiliates or its licensors. Except as expressly provided herein, we do not grant any express or implied right to you under any of our IPR. We will own all rights in Feedback including IPR and we (and our Third-Party Service Providers) will be free to use such Feedback for any purpose whatsoever.

21. **Suspension & Termination.** We are allowed to suspend or terminate your authorization to access or use the Platform without liability, at any time:

21.1. if you or any of your authorized users violate the Terms;

21.2. if we have reasonable grounds to believe that you have been involved in any fraudulent, misleading or unlawful activities in relation to the Platform;

21.3. if needed, in our sole discretion, to protect Signify’s and/or your systems;

21.4. if the Platform is hampered by Third-Party Materials or Force Majeure; or

21.5. at the request from the PSP (or its service providers) or other Third-Party Service Provider.

22. **No warranty; Disclaimer; Limitation of liability.**

22.1. We do not assume any responsibility for the quality, accuracy, and timeliness of the Platform, its operation, its content and other Data, and the Platform Services. We provide the Platform and its content and other Data, and the Platform Services (including services provided by Third-Party Service Providers) “as is”, “as available” and “with all faults” and without any warranty of any kind. WE HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, RELATED DIRECTLY OR

INDIRECTLY TO THE PLATFORM, ITS OPERATION, ITS CONTENT AND/OR OTHER DATA AND THE PLATFORM SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT: (I) THE PLATFORM, ITS OPERATION, ITS CONTENT AND/OR OTHER DATA AND THE PLATFORM SERVICES WILL BE ACCURATE, COMPLETE, CURRENT OR TIMELY; (II) THE PLATFORM'S OPERATION, ACCESS TO AND/OR ANY USE THEREOF AND THE PLATFORM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS OR ERRORS IN THE PLATFORM WILL BE CORRECTED; (IV) THE PLATFORM WILL BE FREE FROM ANY VIRUSES, BUGS, EXPLOITS, GLITCHES, MALWARE OR ANY OTHER HARMFUL AND/OR MALICIOUS CONTENT; (V) COMMUNICATIONS TO, WITHIN OR FROM THE PLATFORM WILL BE SECURE, ENCRYPTED AND/OR FREE FROM INTERCEPTION; AND/OR (VI) THE PLATFORM AND ANY OF ITS CONTENT, AS WELL AS ACCESS TO AND/OR USE THEREOF, AND THE PLATFORM SERVICES WILL NOT INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE USING THE PLATFORM AND THE PLATFORM SERVICES SOLELY AND EXCLUSIVELY AT YOUR OWN RISK AND LIABILITY. You agree that in no event we are liable to you or any third party for any inability to access or use the Platform, any delays, inaccuracies, errors or omissions with respect to any communications or transmission, or delivery of all or any part thereof, or any losses or damages (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Platform and/or the Platform Services.

22.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SIGNIFY, ITS AFFILIATES AND THEIR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS AND SUPPLIERS: (I) WILL NOT BE LIABLE TO YOU, YOUR AFFILIATES, YOUR REPRESENTATIVES, AUTHORIZED USERS, OR ANY THIRD PARTY IN CONNECTION WITH THE PLATFORM, ITS OPERATION, ITS CONTENT OR ANY OTHER DATA, OR THE PLATFORM SERVICES, OR IN CONNECTION WITH YOUR ACCESS TO AND/OR USE OF ANY OF THE FOREGOING, OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA, COMPUTER, MOBILE DEVICE OR OTHER EQUIPMENT FAILURE OR MALFUNCTION, OR ANY OTHER DAMAGES OR LOSSES, REGARDLESS OF WHETHER BASED ON A CLAIM OR ACTION OF TORT, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND (II) ARE NOT LIABLE IN CASE ANY FORCE MAJEURE EVENT OCCURRS. IF THIS EXCLUSION OF LIABILITY IS DECLARED NULL AND VOID IN WHOLE OR IN PART BY A COMPETENT COURT, OR IS ANNULLED, THE PARTIES HEREBY AGREE THAT SIGNIFY WILL ONLY BE LIABLE FOR DIRECT, DEMONSTRABLE AND ACTUALLY INCURRED DAMAGES AND THAT SIGNIFY'S LIABILITY IN ANY SUCH EVENT WILL NEVER EXCEED EUR 500,- IN TOTAL AND IN AGGREGATE.

22.3. To be entitled to make a valid claim, a party must notify the other party of any such claim within 30 days of the date of the event giving rise to the claim. Any lawsuit relating to a claim must be filed within 1 year of the date of such notification. Claims that are not brought or filed in accordance with the preceding sentence will be null and void.

23. **Indemnification.** You must defend and hold harmless Signify, its Affiliates and its respective Third-Party Service Providers (including the PSP and its service providers), and their respective employees, agents, successors, and assignees from and against all losses, liabilities, costs and expenses paid or incurred to the extent arising out of (i) a violation of the Terms by you or any of your authorized users; (ii) claims from your authorized users, Vendors, customers or any other third parties related to your or your authorized users' use of the Platform, or any other act for which you are responsible.

24. **End-User Terms Required by Apple.** If you have downloaded the mobile App from the Apple, Inc. ("Apple") App Store or if you are using the App on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. These Terms are between you and Signify only, not with Apple, and Apple is not responsible for the Platform or its content. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including: (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the App and/or your possession and use of the App infringes that third party's Intellectual Property Rights. You agree to comply with any applicable third-party terms, when using the App. Apple, and Apple's subsidiaries, are third party beneficiaries of the Terms, and on your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you.

25. **General provisions.**

25.1. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

25.2. The Terms will apply for as long as you access or use the Platform, or when terminated by us in accordance with its provisions. Provisions in the Terms that are destined to survive termination, will so survive.

25.3. You must always comply with all applicable local and international laws and regulations, including export control laws and regulations.

25.4. You are not allowed to assign or transfer the Terms or any rights or obligations hereunder, by operation of law or otherwise, without our approval and any such attempted assignment will be void. We reserve the right to freely assign or transfer the Terms and/or the rights and obligations hereunder without notice or consent.

25.5. The Terms form the entire agreement and understanding of the parties with respect to the Platform. If a provision of the Terms is ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected.

25.6. The applicable laws as indicated in **Annex 2** govern the Terms. Legal proceedings can be brought exclusively to the venue as indicated in **Annex 2**.

## ANNEX 1 - DEFINITIONS

**Affiliate(s)** means an entity owned by, Controlling, Controlled by, or under common Control with, directly or indirectly, a party, where Control (or Controlling) means that more than fifty (50%) of an entity's shares or ownership interest representing the right to make decision for such entity are owned or controlled, directly or indirectly, by another entity.

**App** means the mobile or web software application to operate, give access to and make use of the Platform.

**Apple Media Services Terms and Conditions** means the terms and conditions published by Apple Inc on its app store from time to time.

**Applicable Data Protection Laws** mean the provisions of GDPR, and other mandatory laws containing rules for the protection of Personal Data.

**Assist or Assistance** means any support, cooperation, making available technically competent personnel, access, tools, facilities, information, or any other assistance, as the context requires, that we may require from you.

**Data** means digitally stored information collected, processed, generated and/or stored by or via Platform.

**Data Processing Agreement** means the terms and conditions applicable to the Processing of Personal Data as part of the Platform activities by Signify, if any.

**Data Processing Schedule** means the applicable schedule, if any, that provides additional details on (i) the types of Personal Data and (ii) the categories of Data Subjects that will be subjected to Processing by Signify and/or its Affiliates (or their respective subcontractors); and (iii) the purpose and duration of processing Personal Data; and/or (iv) possible international transfers.

**Feedback** means any comments and/or input given by you on functionality of the Platform or additional suggested Platform functionality requests.

**Force Majeure** means any event beyond the reasonable control of Signify, whether or not foreseeable at the time of the contracting, as a result of which Signify or its suppliers or Third-Party Service Providers cannot reasonably perform their obligations, including acts of God, natural catastrophes including earthquake, lightning, hurricane, flooding or volcanic activities or extreme weather conditions, epidemics, pandemics, strikes, lock-outs, war, terrorism, political or civil unrest, riots, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cybersecurity breaches, hacks and/or exploits.

**GDPR** means the EU General Data Protection Regulation (2016/679).

**Intellectual Property Rights or IPR** means patents, utility models, registered and unregistered designs, copyrights, database rights, trademarks, domain names, trade secrets, know-how, semiconductor IC topography rights and all registrations, applications, renewals, extensions, combinations, divisions, continuations, or reissues of any of the foregoing.

**Open Source Software** means any software that is licensed under open source license terms that require, as a condition of use, modification or distribution of a work: (i) the making available of source code or other materials preferred for modification, (ii) the granting of permission for creating derivative works, (iii) the reproduction of certain notices or license terms in derivative works or accompanying documentation, or (iv) the granting of a royalty-free license to any party under IPR regarding the work or any work that contains, is combined with, requires or otherwise is based on the work.

**Payment Service Provider or PSP** means the Third-Party Service Provider in charge of any financial flow through the Platform and of the fulfilment of any applicable legal requirement regarding finance or banking regulations.

**Platform** means the on-line platform where professional buyers can buy certain Signify lighting products and benefit from related services, as operated by Signify, including by delivery and/or the making available of certain software applications or functionality and/or APIs, and documentation, all in accordance with the Terms.

**Platform Services** means the services to be provided by Signify as part of the Platform functionality.

**Product** means the Signify lighting, luminaire and related equipment and control gear offered for sale by Vendors on the Platform.

**Returns and Warranty Policy** means the policy dealing with Product warranties and returns as set out in **Annex 4**.

**Tax(es)** means any taxes (excluding taxes on Signify's net income) duties or other fees, now or hereafter imposed by any governmental authority.

**Third-Party Materials** means any third party software, data, Open Source Software and services (for example: cloud hosting services, payment facilitation, connectivity and communication services from mobile operators) links to third-party websites, social media platforms or other services.

**Third-Party Service Providers** means providers of Third-Party Materials.

**Updates** means, collectively, all changes and updates to the content, products, materials, services or information on or available through the Platform or the format or functionality of the Platform, which may include upgrades, bug fixes, patches, other error corrections, change of Third-Party Service Providers, and/or new features.

**Your Information** means all information, instructions and data provided by you to us to in relation to the Platform, and the use thereof.

Terms such as **Data Subject, Personal Data, Processor and Controller** which are defined in the GDPR will have the meaning as set out in the GDPR.

**ANNEX 2 - SIGNIFY ENTITY, GOVERNING LAW AND FORUM**

<b>Your Country of domicile</b>	<b>Signify entity</b>	<b>Applicable law</b>	<b>Venue</b>
Spain	Signify Iberia, S.L.U.	laws of Spain	courts of Madrid, Spain
United Kingdom	Signify Commercial UK Limited	laws of England	courts of London, England

**ANNEX 3 - COUNTRY SPECIFIC TERMS**

<b>Country</b>	<b>Original provision</b>	<b>Deviation or addition in English</b>	<b>Deviation or addition in local language</b>

#### ANNEX 4 - RETURNS AND WARRANTY POLICY

This Returns and Warranty Policy (“**the Policy**”) provides the details on the handling of returns and warranty claims in relation to Products sold via the Platform. We use capitalized words to indicate defined terms. You can find the meaning of those in **Annex 1** to the Terms. This Policy only applies to sales via the Platform. No further rights can be derived from it.

1. **Additional Terms.** The purchase of Products via the Platform is governed by the sales agreement directly between Vendors and Customers. Signify shall not be considered to be a party to such sales agreement.
2. **Return Options.** The Platform facilitates two Customer return processes for sales transactions via the Platform:
  - 2.1. **14-days Return Period:** Customers are free to return Products for whatever reason (quality, convenience, etc.) within 14 days after the delivery via the guided process set out on the Platform under “Request Return” as mentioned in the order (the “**14-days Returns Period**”). A valid return will entitle Customers to receive a refund (minus fixed transport fees, except if for quality or warranty reasons). Refunds will be credited back to the same payment method used to make the original purchase. The logistics of return flows, including transport labels that Customers must use, is managed by the Platform. Please contact Customer Care on the Platform under the Support section for further details.

For Customer returns of Products *for convenience* during the 14-day Return Period, the following additional conditions apply:

- 2.1.1. The value of the returned Products cannot be more than EUR 500 (including Taxes).
- 2.1.2. Customers will be charged a fixed transport fee. See more information under the “Support” tab on the Platform.
- 2.1.3. Products must be in new condition and in their original, unopened packaging (or unit packaging, if applicable).
- 2.2. **Warranty Requests:** After the general 14-days Return Period set out under 2.1 above, Customers are only allowed to return defective Products under warranty. For returns by Customers under the warranty that Vendors provide, the following conditions apply:
  - 2.2.1. Products must be returned before the end of the warranty term and in accordance with the applicable warranty terms of the Vendor.
  - 2.2.2. Customers may be asked to present evidence.
  - 2.2.3. The Vendor must have approved the return of defective Products as a remedy as part of Vendor’s warranty obligations.
  - 2.2.4. For valid claims under warranty, the transport costs will be borne by the Vendor.
  - 2.2.5. As a remedy for valid claims under warranty, Customer will receive a refund of the purchase price, or the Vendor will deliver a replacement Product.

## ANNEX 5 - REGISTRATION REQUIREMENTS & CONTACT INFORMATION

These Registration Requirements provide additional requirements for Customers that want to register themselves and create an account on the Platform, and for Vendors that want to register themselves and create an account for the Vendor Portal (together: "Registrants").

### 1. Requirements. In addition to instructions during the registration process, the following applies:

- 1.1. Registration is only open for professional Customers and professional Vendors.
- 1.2. We are allowed to accept or reject a request for registration at our entire discretion.
- 1.3. To register, Registrants must provide the following information:
  - 1.3.1. a valid business delivery address in the country where the Signify legal entity that provides the Platform Services, operates;
  - 1.3.2. the official company name, company number, address of its registered office, business telephone number and unique, valid, current, and verifiable business e-mail address;
  - 1.3.3. a unique username or "handle" and secure password; and
  - 1.3.4. the full name of the person that is authorized to represent the company.
- 1.4. We (or our Third-Party Service Providers) may ask to provide evidence of identity and of billing or delivery addresses for verification purposes.
- 1.5. Registrants are not allowed to create or use multiple registrations or accounts without our specific approval.

### 2. Responsibilities.

- 2.1. You are responsible for the accuracy and completeness of this information and for all activities that occur under an account or registration. You are responsible for assigning your authorized users and keeping access rights up to date.
- 2.2. You must ensure that: (i) the individual users securely store and keep credentials confidential; (ii) credentials that are allocated to a specified individual user are only used by such user; and (iii) the account is used in such a way that it does not harm the stability or security of our systems.
- 2.3. You must notify us immediately (and always within 12 hours) on discovering any attempted or actual unauthorized use of an account and immediately follow our instructions when we ask you to change an individual user's access credentials.

### 3. Categories of Customers. On the Platform, we have categories of Customers:

- 3.1. "Navigation Free" Customers without an account, that enjoy limited features, without price information.
- 3.2. "Pro" means all B2B Customers that have registered themselves on the Platform; and
- 3.3. "Xpert" means those Pro users that have been upgraded. For Xpert users, we facilitate pricing personalization and additional payment options. More details are available on the Platform.

### 4. Contact Information.

- Please direct any questions to our support team, reachable through the support section in the App.
- Alternatively, you can direct any questions, complaints or claims with respect to the Platform and the App via e-mail to: lumxpert-support@signify.com
- Complaints about the handling of support request can be directed to: lumxpert@signify.com
- Or in writing to  
Signify  
Attention: LumXpert Marketplace  
I.B.R.S. / C.C.R.I. Number 10461  
5600 VB Eindhoven, The Netherlands