

## Philips Hue Terms of Use

### 1. What this document covers and our relationship.

- a. We know it is tempting to not look at these Philips Hue Terms of Use (“**Terms**”), but understanding these Terms is important so that you know what you can expect from us and also know what we require from you.
- b. **Your relationship with us:** These Terms set out the relationship between you and us. When we refer to “**we**”, “**us**” or “**our**”, we mean Signify Netherlands B.V., the company behind the Philips Hue products, with Netherlands Chamber of Commerce registration number 17061150, VAT number NL009076992B01 and business location at High Tech Campus 48, 5656 AE Eindhoven, The Netherlands.
- c. **Services covered:** The services are for the Philips Hue products (“**Products**”) and cover your access and use of software embedded in the Products, your access and use of our app to be downloaded to your smartphone or tablet, and services and features accessible for the Products through our website and our app. We refer to all of these as the “**Services**”.
- d. **Age requirements:** If you’re not of the legal contracting age, you must have your parent or legal guardian’s permission to accept these Terms, to use the Services and to create a user account.
- e. **What is not regulated herein:** Your purchase of a Product is covered by the applicable sale terms when you bought the Product and includes any statutory warranty rights you have as a consumer in your country of residence. Certain features of the Services may be subject to additional terms, which we will provide with such features.

### 2. Using the Services.

- a. **Permission to use the Services:** We give you permission to use the Services to control and monitor the Products you own or are authorized to control and monitor.
- b. **Register a User Account:** The Services may require that you have a user account in order to use the Services. You are responsible for the accuracy of your information (to setup your user account) and taking steps to keep your user account secure. For more on your privacy, see section 5.
- c. **You can authorize individuals:** If you have an administrator account (we refer to such users as “**Admin**” or “**Owner**”), you can authorize as permitted by the Services, other individuals with a user account to access, use, monitor and control the Products and Services. We refer to such individuals as “**Authorized Users**”. You should only authorize those individuals whom you trust to access your Products and the Services.
- d. **Improving the Services:**
  - We are always trying to improve the Services and the Products, so they may change over time. We may update the Services by providing (bug) fixes or modifications, introduce new features or functionality, change or discontinue (temporary or permanently) any feature or functionality, component or content, impose limits on certain features or restrict access to parts or all of the Services. All of these updates and changes we refer to as “**Updates**”.
  - In some cases, the Updates may cause older hardware devices, third party services, software configurations or setups to no longer work with the Services, and you may be required to upgrade or change these devices, services, configurations or setups in order to continue using the Services.
  - Our End of Support policy as provided separately to you on our website at [www.philips-hue.com/endofsupportpolicy](http://www.philips-hue.com/endofsupportpolicy). If there are any differences between our End of Support policy and a warranty provided by us with the Product or if our End of Support policy may result in the termination of support for Products within the stated warranty period, then our End of Support policy will supersede the terms of such warranty.
  - Updates may occur automatically without additional notice or receiving any additional consent from you. You consent to these automatic Updates. If you do not want such Updates to be automatically installed, you can indicate that in the settings of the app. We may also ask you to install Updates yourself, and you are responsible to do so promptly. Your failure to install any Updates may expose you to risks (like security risks) and will affect and limit our liability and ability to provide the Services to you.
- e. **Services are dependent on:** Proper functioning of the Services relies on the transmission of data through third-party devices and service providers, including your wi-fi network, enabled wireless device (such as a smartphone or tablet) and (for certain Products) broadband internet access. Signify has no control over and is not responsible for any of these third-party devices and services, compatibility and proper configuration thereof with the Products and Services and related costs. If these devices or services are interrupted, delayed, refused or otherwise limited for any reason, it may result in the Services being unreliable or unavailable for the duration of the limitations. You are responsible for any charges for these third-party devices and services. In particular, streaming and viewing recorded videos may incur extra and substantial charges.
- f. **Your conduct:** In providing the Services, we want to maintain the Services for everyone, which means you must follow these rules of conduct:
  - comply with applicable laws, including export control and sanctions, privacy and intellectual property rights
  - don’t harm, interfere with, abuse or disrupt the Services.
  - 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.
- g. **Use with video and/or audio content:** Please be aware that use of the Products in combination with certain specific

video and/or audio content may generate certain light combinations which may cause discomfort. In such a case, please discontinue synchronizing the Product with such content.

- h. **Additional Product(s) may be required:** The use of certain Products may require additional Product(s) as indicated by us in the use instructions.
  - i. **Services-related communications:** We sometimes send you announcements and other information through our website or our app. If you have any questions regarding the Products, the Services or these Terms, please contact us through our consumer care channels.
  - j. **Feedback:** We welcome feedback on the Services and the Products. If you choose to give us feedback, we may act on your feedback without obligation to you.
  - k. **Vulnerabilities:** Any Product that rely on wireless or internet connections or are connected to a network of any kind (such as cloud storage) may not be secure and may be exploited or hacked by malware and spyware variants (“**Vulnerabilities**”). Vulnerabilities may provide a gateway for a person with malicious intent the capability to arm or disarm your system or related Products; view, extract, change, destroy, steal, disclose or alter your data, or the data of others; monitor and/or spy on your activities and the activities of others; cause internet and network outages; provide for unintended or unauthorized access by others to your account, and otherwise place people, property or data at risk. We make no warranty or representation that the Services are secure, and/or that the Services do not have, or are not susceptible to, Vulnerabilities.
  - l. **Beyond reasonable control:** We will not be liable to you for failure or delay in performance to the extent caused by circumstances beyond our reasonable control, including acts of God, natural disasters, terrorism, riots, or war.
3. **Your information.**
- a. **User Submissions and Device Data:** Some of the Services allow you and your Authorized Users to store or otherwise provide information to or through the Services in various ways – we refer to this information as “**User Submissions**”. If you choose to provide User Submissions, please make sure you have the necessary rights to do so and that it is lawful. Additionally, the Services will provide us with information about your use of the Products and various devices, third party services or applications you connect with the Services, often in an automated fashion – we refer to this information as the “**Device Data**”. Your User Submissions and Device Data remain yours, which means that you retain any rights that you have in your User Submissions and Device Data.
  - b. **Permission to use your information:** Subject to your privacy rights as set forth in section 5 below, by using the Services, you give us a worldwide (so throughout the world) and royalty-free (so without paying a fee) license to allow us (and our licensees and contractors) to:
    - host, reproduce, distribute, modify, communicate, and use your User Submissions and Device Data - e.g. allowing us to save it on our systems and make it accessible; and
    - grant access of your User Submissions and Device Data to Authorized Users and for (as defined below) Third-Party Products and Services,for the purpose of:
    - operating and improving the Services (including creating Updates);
    - developing new technologies and services for us; and
    - other purposes as described in our applicable Privacy Notice which are available on <https://www.philips-hue.com/privacy> (“**Privacy Notice**”).
  - c. **Security of your information:** As we care about the integrity and security of your information, we endeavor to implement appropriate security measures. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your information for improper purposes. For more information on Signify responsible disclosure, visit our coordinated vulnerability disclosure page at <https://www.signify.com/global/vulnerability-disclosure>.
4. **Products and services of others.**
- a. **Accessing products and services of others:** The Services may allow the Products to interact with the products, apps and services of others (“**Third-Party Products and Services**”). In order to enable this interaction, we may need to exchange your User Submissions and Device Data with the relevant third parties. You are responsible for your interaction with and use of the Third-Party Products and Services and we do not take responsibility for the Third-Party Products and Services and for any interface of any Third-Party Products and Services with the Products and Services.
  - b. **Standards or means of communication:** The Products may use various open or commonly available standards or means to communicate and work with smart or connected devices that are also similarly used by other products, systems or services not manufactured by us. Such products and related services that are not designated by us or certified as compatible with the Products and Services may not work with the Products and Services, even if specified to operate using the same or similar standards or means of communication.
  - c. **Link to third-party sites:** Our website, app or communication may contain links to other independent third-party sites. These links are provided solely as a convenience and as they are not under our control, we do not endorse or take responsibility for the content of such sites.
5. **Your privacy.**
- a. **Personal Data:** Your privacy is important to Signify. Our Privacy Notice applies to the use of the Services. Please read

these documents as they describe, amongst others, the types of personal data we collect from you, your Products and the Services, how we might use your personal data, the legal bases we have to process your personal data, as well as your privacy rights. Additional privacy notices may be provided separately for specific products and services.

- b. **Cookies:** On some occasions, cookies and other tracking technologies might be used by Signify. Please read our Cookie Notice which is available on <https://www.philips-hue.com/cookie-notice> or more information on this technology and for which purposes we might utilize it.

#### 6. **Suspension and Terminating the Services.**

- a. **Suspension of Services:** We may suspend the Services temporarily, without giving you notice, for security reasons, systems failure, maintenance and repair or other circumstances.
- b. **Terminating or suspending your access to the Services:** You are always free to stop using the Services at any time. We reserve the right to terminate or suspend your access to the Services or delete your user account if any of these things happen:
  - if we, in good faith, believe that you have used the Services or Products in violation of these Terms
  - we are required to do so to comply with a legal requirement or a court order
  - we reasonably believe that your conduct causes harm or liability to a user, third party, or us
  - you have not signed into your account during a two-year period.

#### 7. **Our content and software.**

- a. **Intellectual Property Rights:** Although we give you permission to use our Services, we (and our suppliers and licensors) retain any intellectual property rights we (and our suppliers and licensors) have in the Services.
- b. **Our content:** The Services includes content that belong to us. You may use our content as allowed by these Terms, but we retain any intellectual property rights that we have in our content. Don't remove, obscure, or alter any of our branding, logos, or legal notices.
- c. **Content of others:** The Services may give you access to content that belongs to other people or organizations. You may not use such content without that person or organization's permission, or as otherwise allowed by law.
- d. **Software:** Some of the Services include access and use to software, for example our app or the software embedded in the Products. We give you permission to use that software as part of the Services. This license is worldwide (so throughout the world), non-exclusive (so we can also license the software to others), personal (so you cannot extend it to anyone else) and non-assignable (so you cannot assign the right to anyone else). Some of the Services include software that's offered under open source license terms that we make available to you. Sometimes there are provisions in the open source license that explicitly override parts of these Terms, so please be sure to read those licenses.
- e. **Not allowed to do:** You may not copy, modify, distribute, sell or lease any part of the Services or software included in the Services. Also, you may not reverse engineer or attempt to extract any of our source code unless applicable law lets you do so.

#### 8. **Disclaimers and liability.**

- a. **Disclaimers:** Although we would like to make your experience of the Services as enjoyable as possible and as much faith as we have in the Services, do know that we are only able to provide you the Services "as-is" and "as available" and that we do not make any warranties, guarantees or commitments about the Services (including the content of the Services, the specific functions of the Services, or their availability, reliability or ability to meet your needs) as there is always the possibility that things do not work as they are supposed to. In the unfortunate event that the Services would not work, please accept our sincerest apologies as we certainly understand that it is unfortunate and inconvenient.
- b. **Our liability:** We will not be responsible for any indirect, consequential, punitive, special or incidental damages. Our total liability arising out of or relating to your use of the Services is limited to the lower of (i) the fees that you paid to use the relevant Services in the 3 months before the breach (if any); or (ii) €50. These Terms only limit our responsibilities as allowed by applicable law.

#### 9. **Settling disputes, governing law, and courts.**

- a. To the fullest extent permitted by applicable law, and except to the extent expressly provided in the following paragraphs under this section 9 or section 11, these Terms, your relationship with us, and your use of the Services are governed by the laws of your country of residence, and you and us agree to submit to the exclusive jurisdiction of your local courts. The applicability of the United Nations Convention on Contracts for the International Sale of Goods, and any other laws that direct the application of the laws of any other jurisdiction, are expressly disclaimed and excluded.
- b. If you're a resident of the United States of America, these Terms, your relationship with us, and your use of the Services are governed by the laws of the State of New Jersey, excluding its conflict-of-laws and choice-of-laws provisions.
- c. If you are a resident of Canada, these Terms, your relationship with us, and your use of the Services are governed by the laws of the Province of Ontario without giving effect to its choice or conflict of law provisions.
- d. If you are a resident of France, the courts of Nanterre shall have exclusive jurisdiction.
- e. If you are a resident of India, in case of any difference and dispute arising, you and us agree to resolve the same

through arbitration by sole arbitrator appointed mutually by both of us to be conducted as per Arbitration & Conciliation Act 2015 (as amended). The place of arbitration shall be Gurgaon, Haryana.

- f. If you are a resident of Sri Lanka, in case of any difference and dispute arising, you and us agree to resolve the same through arbitration by sole arbitrator appointed mutually by both of us to be conducted as per Arbitration Act 2005 (as amended). The place of arbitration shall be New Delhi, India.
- g. If you are a resident of Malaysia, the Courts of West Malaysia shall have exclusive jurisdiction.
- h. If you are a resident of China, the local court in Shanghai, China shall have exclusive jurisdiction.
- i. If you are a resident of Taiwan, the local court in Taipei, Taiwan shall have exclusive jurisdiction.
- j. If you are a resident of the Czech Republic, you can also contact Czech Trade Inspection <http://www.coi.cz>.
- k. If you are a European Economic Area (EEA)-based consumer and you feel your complaint is not adequately addressed, you can - but are not obligated to - use the European Online Dispute Resolution (ODR) platform.

#### 10. Regarding these Terms.

- a. By law, you might have certain rights that can't be limited by a contract like these Terms. These Terms are in no way intended to restrict those rights.
- b. If it turns out that a particular provision is not valid or enforceable, this will not affect any other provisions of these Terms.
- c. If we don't take any action immediately after you did not follow these Terms, it does not mean that we would not have the right to take action in the future.
- d. We are free to update these Terms to reflect changes in the Services or how we operate our business or for legal, regulatory, or security reasons. If we make material changes that impact you significantly, we will make reasonable efforts to notify you through the Philips Hue app, by placing a notice on our website, by sending you an email, or by some other means. Your inaction or continued use of the Services, after any such alerts or notices means that you acknowledge and accept those changes.
- e. Not all of the Services may be available in your country.
- f. For information about how to contact us, please visit our website for the Products at <https://www.philips-hue.com/support#contact>.
- g. Any provisions which are destined to survive (whether expressed or otherwise) any duration or termination of the Services, shall so survive.

#### 11. Terms applicable for certain Products, certain Services or certain countries.

This section 11 sets out additional terms applicable for certain Products, certain Services or certain countries. If there are any differences between this section 11 and any provision(s) in these Terms other than this section 11, then this section 11 shall prevail.

- **Turkey:** local telephone number is 0850 390 19 22 and Privacy Notice is available here <https://www.philips-hue.com/tr-tr/destek/privacy-policy>
- **Early Access:** By enabling "Early Access" for certain features in your app, you are agreeing to get early access to such features prior to making such features available to all our users ("Early Access Features") which are more likely to contain errors, bugs or other problems not usually associated with standard release to all app users ("Standard Release"). The Early Access Features are provided "as is" and "as available" and we and our affiliates, licensors and/or suppliers do not make any warranties, guarantees or commitments about the Early Access Features (including its content, specific functions, or availability, reliability or ability to meet your needs) as there is always the possibility that things do not work as they are supposed to. We have no duty to continue taking the Early Access Features into Standard Release and may make changes to the Early Access Features or discontinue roll-out thereof. What will be released in Standard Release may differ from the Early Access Features. You understand and agree that the termination of your use of the Early Access Features is your sole right and remedy with respect to any dissatisfaction you may have with the use of the Early Access Features, subject to the Privacy Notice. In the unfortunate event that the Early Access Features would not work, please accept our sincerest apologies as we certainly understand that it is unfortunate and inconvenient. If at any point you want to discontinue access to the Early Access Features, you can disable this in your app (where possible) or by deleting and reinstalling the app. This section on Early Access shall be applicable as far as it relates to the Early Access Features until Standard Release thereof or discontinuation (whatever comes first).
- **Philips Hue Secure Additional Terms:** The Philips Hue Secure Services are available in USA, Canada, United Kingdom, Ireland, Belgium, Luxembourg, The Netherlands, Germany, Austria, Switzerland, France, Italy, Greece, Spain, Portugal, Norway, Sweden, Denmark, Finland, Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Lithuania, Latvia, Poland, Romania, Serbia, Slovenia and Slovakia and, in addition, the Philips Hue Secure Additional Terms as set out in **Annex 1** shall apply to your use of the applicable Philips Hue Secure products and the Philips Hue Secure services.
- **United States:** Notice for California residents: Under California Civil Code Section 1789.3, California residents are entitled to the following consumer rights notice: If you have a question or complaint regarding our website or these Terms, please send an inquiry to our "Contact Us" link at <https://www.signify.com/en-us/get-in-touch/contact-us>. You may also contact us by writing to Customer Satisfaction Department, 400 Crossing Blvd., Suite 600, Bridgewater, New Jersey 08807 or by calling Signify at 1(800) 555-0050. California residents may reach the

Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

- **Motion Sensor Capabilities:** If you reside in a jurisdiction other than those specified above (in third bullet point under this section 11), you may still be able to use the Philips Hue motion sensors with our app to receive notifications via our app, view an event timeline and set-off light alarms ("**Motion Sensor Capabilities**"). If so, such Motion Sensor Capabilities are included in the Services pursuant to these Terms, and, in addition to the Terms, the following additional terms apply to your use thereof: (i) it is your responsibility to obtain, set-up and maintain the technical and other requirements strictly in accordance with the instructions and specifications made available by us to you; (ii) we do not monitor and we do not respond to any information and events received while you are using the Motion Sensor Capabilities. It is solely up to you (or your Authorized User) to take action in response to any notifications you receive (including contacting the police or appropriate emergency response service); (iii) if your sensors are outside the detection range or hindered or obstructed by walls, furniture or other objects, you may experience false notifications or detection failures and you may experience (temporary) interruptions due to system maintenance, failures or other circumstances. We do not warrant or guarantee uninterrupted use; (iv) to the fullest extent permitted by law, we hereby expressly disclaim any and all liability related to your use of the Motion Sensor Capabilities, including any use contrary to applicable laws; and (v) we do not make any representation or warranty that the Motion Sensor Capabilities will reduce or eliminate occurrences of unwanted events, such as trespassers, burglaries and/or robberies, and you agree not to rely thereon to avert or minimize such occurrences of events, or their consequences. You should protect against any risk of loss with the appropriate insurance coverage. The Motion Sensor Capabilities include the possibility to capture data that could be considered personal data in your country. To the extent that this data is considered as personal data, you will be responsible for compliance with the privacy legislation that is applicable to you.

## 12. End-User Terms Required by Apple.

If you have downloaded the Philips Hue app from the Apple, Inc. ("Apple") App Store or if you are using the Philips Hue 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 us only, not with Apple, and Apple is not responsible for the Services or the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Philips Hue app. In the event of any failure of the Philips Hue app to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the Philips Hue app to you; and that, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Philips Hue app. Apple is not responsible for addressing any claims by you or any third party relating to the Philips Hue app or your possession and/or use of the Philips Hue app, including: (a) product liability claims; (b) any claim that the Philips Hue 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 Philips Hue app and/or your possession and use of the Philips Hue app infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms, when using the Philips Hue app. Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms. The permission to use in section 2a is limited to a non-transferrable right to use the Philips Hue app to control and monitor your Products on any Apple-branded products.

## ANNEX 1 – Philips Hue Secure Additional Terms

**IF YOUR COUNTRY OF RESIDENCE IS THE UNITED STATES OR CANADA (EXCEPT THE PROVINCE OF QUEBEC) OR YOU BRING ANY CLAIM AGAINST US IN THE UNITED STATES OR CANADA (EXCEPT THE PROVINCE OF QUEBEC), PLEASE NOTE THAT SECTION 9.g and 9.h CONTAINS A MANDATORY ARBITRATION PROVISION AND CLASS ACTION AND JURY TRIAL WAIVER THAT AFFECT YOUR RIGHTS. EXCEPT AS SPECIFIED IN SECTION 9.g and 9.h, THE CLASS ACTION WAIVER MEANS YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF ANY CLASS, COLLECTIVE, AND/OR REPRESENTATIVE ACTION. YOU AGREE TO BE BOUND BY THESE MUTUAL DISPUTE RESOLUTION PROVISIONS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

### 1. **Applicability:**

- a. These Philips Hue Secure Additional Terms ("**Philips Hue Secure Terms**") shall apply to the use of the Philips Hue Secure Products and the Philips Hue Secure Services, as described below.
- b. To use the Philips Hue Secure Products and the Philips Hue Secure Services, you must accept the Philips Hue Terms of Use incorporating these Philips Hue Secure Terms ("**Philips Hue Secure Agreement**"), the legal contract concluded between us and you regulating your use of the Philips Hue Secure Products and the Philips Hue Secure Services. If there is any inconsistency between the Philips Hue Secure Terms and the Philips Hue Terms of Use, these Philips Hue Secure Terms will prevail. The Philips Hue Secure Agreement contains conditions and requirements applicable to you and your Authorized Users and you are responsible for compliance by them.

### 2. **Philips Hue Secure Products and Philips Hue Secure Services:**

- a. The Philips Hue Secure Products and the Philips Hue Secure Services consists of:
- the Philips Hue Secure branded hardware devices and such Philips Hue products identified by us either on the packaging or in marketing materials for use with the Philips Hue Secure Services (“**Philips Hue Secure Products**”); and
  - such features included in the Free Access (as referred to in section 5 below), Hue Secure Basic subscription or Hue Secure Premium subscription and (depending on your choice of plan) contains functionality including, but not limited to a timeline of security-relevant events inside or outside your home, the ability to arm/disarm your home, mobile push notifications of security relevant events if configured, live video viewing of Philips Hue Secure cameras, ability to play back record clips of detected events. Additionally, what constitutes a security relevant event is customized by you as Owner (or an Authorized User) to, for example, exclude certain areas of a Philips Hue Secure camera view. Some features (including extended video clip storage) are only available with an additional paid Hue Secure Basic or paid Hue Secure Premium service plan. All these features are available through the Philips Hue app. The features applicable to you as per your choice of Free Access, Hue Secure Basic or Hue Secure Premium are collectively referred to as the “**Philips Hue Secure Services**”. The Philips Hue Secure Services are only available in USA, Canada, United Kingdom, Ireland, Belgium, Luxembourg, The Netherlands, Germany, Austria, Switzerland, France, Italy, Greece, Spain, Portugal, Norway, Sweden, Denmark, Finland, Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Lithuania, Latvia, Poland, Romania, Serbia, Slovenia and Slovakia.
- b. You are permitted to utilize the Philips Hue Secure Products and the Philips Hue Secure Services under the conditions and requirements set forth in the Philips Hue Secure Agreement.

### 3. Conditions of Use:

- a. **Required Products:** The Philips Hue Secure Services require compatible Philips Hue Secure Products which must be separately purchased by you and paired with the Philips Hue app and your Philips Hue user account. You understand and agree that the Philips Hue Secure Services will only work with the Philips Hue Secure Products and are not intended to be used with any other products. If you are no longer entitled to use the Philips Hue Secure Products (e.g., due to sale), you are obliged to unpair such Philips Hue Secure Products immediately.
- b. **Installation and Operating:**
- It is your responsibility to:
    - obtain, set-up and maintain the technical and other requirements strictly in accordance with the instructions and specifications made available by us to you;
    - install, test and operate your Philips Hue Secure Products and Philips Hue Secure Services solely in accordance with all applicable warnings, cautions, and instructions made available by us to you as well as applicable federal, state, and local laws, regulations codes and standards; and
    - replace or recharge the batteries for your Philips Hue Secure Products when necessary.
  - **System and Device Requirements:** The Philips Hue Secure Products and the Philips Hue Secure Services require a Philips Hue user account, a working Wi-Fi network in your home that is connected to reliable Internet access with sufficient bandwidth and a mobile device with the Philips Hue app. Other devices may also be required (as indicated by us) for use of some or all of the Philips Hue Secure Products and the Philips Hue Secure Services, such as a Philips Hue bridge. It is your responsibility to ensure that you have all required system and device elements and that they are compatible and properly configured. We may activate Bluetooth on your mobile device, without prior notification, but subject to your device settings, to facilitate proper operation of the Philips Hue Secure Products and the Philips Hue Secure Services and enable certain features
  - We do not monitor your Philips Hue Secure Products and we do not respond to any information and events received while you are using the Philips Hue Secure Services. It is solely up to you (or your Authorized User) to take such actions, including relaying event messages to your designated contacts. Further, it is your responsibility to determine the appropriate response to all information and events you receive while using the Philips Hue Secure Products and the Philips Hue Secure Services and you accept that you are entirely responsible for your response and that of your designated contacts. If your response to information and events while using the Philips Hue Secure Service incurs costs, you accept full liability for those costs. If you receive notice of any life/safety, property risk, fires, floods, burglaries, robberies, medical issues or other emergency events while using the Philips Hue Secure Services, you should immediately contact the police, fire department or appropriate emergency response service, as we do not provide any monitoring or emergency response services.
  - If your Philips Hue Secure Products are not properly installed or any of its sensors are outside the detection range or hindered or obstructed by walls, furniture, personal property or other objects, you may experience false alarms or detection failures.
  - You warrant and represent that the installation and operation of the Philips Hue Secure Products was carried out in a workmanlike manner and does not infringe upon any third-party rights, including others’ privacy rights. In case the installation and operation of the Philips Hue Secure Products infringes third-party rights, it is your responsibility to, where applicable, inform and obtain any and all third-party consent that may be required for the desired installation and operation of the Philips Hue Secure Products and the use of the Philips Hue Secure Services.
  - To the fullest extent permitted by law, we hereby expressly disclaim any and all liability related to the installation and operation and/or use of the Philips Hue Secure Products and the Philips Hue Secure Services, including any use

of the Philips Hue Secure Products contrary to applicable federal, state and local laws, regulations codes or standards.

- The Philips Hue Secure Products and the Philips Hue Secure Services may experience temporary interruptions due to security reasons, systems failure (including failure of your Wi-Fi connection and insufficient bandwidth), technical difficulties, maintenance, testing, repair, Updates or other circumstances. While we shall endeavor to ensure that the use of the Philips Hue Secure Products and the Philips Hue Secure Services is as uninterrupted as possible within the scope of its technical and operational abilities, there shall be no entitlement to, and we do not warrant or guarantee, uninterrupted use.
- c. **Residential Use Only:** The Philips Hue Secure Products and the Philips Hue Secure Services are solely for your own, individual and private residential use. The Philips Hue Secure Products and the Philips Hue Secure Services are not for, and we are not responsible for, any business or commercial or other non-residential use of the Philips Hue Secure Products and the Philips Hue Secure Services.
- d. **No Third-Party Monitoring:** The Philips Hue Secure Services do not provide any third-party monitoring or emergency response; and as such:
  - we have no access to alerts or real time footage;
  - we do not monitor any notifications and we will not notify or dispatch third-party or emergency authorities to your home in the event of a notification or an emergency; and
  - we are not responsible for any delays in law enforcement or third-party response time.

All emergency response notifications, including life threatening, safety and emergency events should be directed by you to the appropriate response services. UNDER NO CIRCUMSTANCES WILL WE DISPATCH EMERGENCY SERVICES TO YOUR HOME IN THE EVENT OF AN EMERGENCY OR OTHERWISE.

- e. **No Elimination of Events:**
  - The Philips Hue Secure Products and the Philips Hue Secure Services are not intended to, and we do not make any representation or warranty that they, reduce or eliminate occurrences of unwanted events, such as trespassers, burglaries and/or robberies, and you understand and agree:
    - not to rely on the Philips Hue Secure Products and the Philips Hue Secure Services to so avert or minimize the occurrences of events, such as burglaries and robberies, or their consequences; and
    - that the Philips Hue Secure Products and the Philips Hue Secure Services may not avert or minimize such occurrences of events, or their consequences.

We make no express or implied warranty or representation that the use of the Philips Hue Secure Products or Philips Hue Secure Services will avert or minimize such occurrences of events, or their consequences and/or affect or increase any level of safety.

- You acknowledge that the Philips Hue Secure Products and Philips Hue Secure Services are not a substitute for, a third-party monitored emergency notification system. Our systems are developed to deliver notifications in a reliable and timely manner, however we cannot and do not guarantee that you will receive all notifications in a timely manner.
- You should protect against any risk of loss with the appropriate insurance coverage, and you are responsible for obtaining all insurance coverage you believe is necessary or required under applicable requirements.
- f. **Your responsibility to comply with law:**
  - Privacy and other applicable federal, state or local laws, regulations, codes or standards applicable in your jurisdiction may impose certain responsibilities on you and your use of the Philips Hue Secure Products and the Philips Hue Secure Services and you understand and agree that you are solely responsible to comply with any such applicable federal, state or local laws, regulations, codes or standards when you use the Philips Hue Secure Products and the Philips Hue Secure Services. This includes:
    - compliance relating to the recording or sharing of video or audio content, including content that includes third parties, public spaces or otherwise contains information relating to the identity of an individual or individuals;
    - compliance requiring that notice be given to or that consent be obtained from third parties with respect to your use of the Philips Hue Secure Products or Philips Hue Secure Services (for example, laws or regulations requiring you to display appropriate signage advising others that audio/visual recording is taking place). Please note that any stickers or similar materials which might be construed as signage supplied with any Philips Hue Secure Products are not provided by us for compliance purposes and you remain solely responsible for ensuring compliance with applicable legislation;
    - ensuring that the Philips Hue Secure Products with audio and video recording capabilities are not pointed at public areas; and/or located near an area where individuals may have a reasonable expectation of privacy (such as a bathroom or bedroom);
    - compliance regarding any requirements that installation of any Philips Hue Secure Product which takes visual and/or audio recordings be installed at such an angle that it does not take any recordings beyond the boundary of your property (including public pavements or roads)
    - compliance with any applicable biometric privacy laws and you hereby warrant that any data uploaded under the Philips Hue Secure Services for purposes of any facial recognition feature has been obtained in compliance with such laws;
    - compliance with any applicable transparency or authority notification requirements;

- compliance with applicable personal data retention periods, including selecting the appropriate subscription plan in accordance therewith; and
  - more generally, compliance with applicable privacy and data protection legislation.
  - We are not responsible for you using the Philips Hue Secure Services or any Philips Hue Secure Products in a way that breaks the law or violates an individual's rights.
  - The Philips Hue Secure Products and Philips Hue Secure Services are solely for your own, individual and private residential use. Data protection and privacy laws where you live may impose certain responsibilities on you and your use of the Philips Hue Secure Products and the Philips Hue Secure Services. For certain video, audio, and facial recognition data that you collect using the Philips Hue Secure Products and the Philips Hue Secure Services (e.g., video and audio signals and data) as an Owner or Authorized User, you are the controller of certain data these Philips Hue Secure Products and Philips Hue Secure Services collect, and we are the processor of such data, under applicable laws.
  - Regarding those activities you undertake as an Owner or Authorized User which may qualify as household activity under applicable law with regards to the video recording or streaming and audio recording or streaming by using Philips Hue Secure Products and Philips Hue Secure Services, we are your data processor as defined in the applicable EU General Data Protection Regulation (Regulation (EU) 2016/679).
  - Where we are acting as a data processor of the personal data that you have collected from your use of the Philips Hue Secure Products and the Philips Hue Secure Services, the Philips Hue Secure Data Processing Agreement ("DPA") shall apply. By accepting the Philips Hue Terms of Use, you also accept the DPA. You can access the DPA here: <https://www.philips-hue.com/dataprocessingagreement>.
- g. **If things go wrong:**
- We shall endeavor to ensure that the use of the Philips Hue Secure Services is as uninterrupted as possible within the scope of its technical and operational abilities, but we cannot promise uninterrupted use. Except to the extent required by applicable law, the Philips Hue Secure Services is provided "AS IS" and on an "AS AVAILABLE" basis and to the maximum extent permitted by applicable law, WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Philips Hue Secure Products and the Philips Hue Secure Services will meet your requirements or will be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality of any information or content provided through the Philips Hue Secure Services. We do not warrant and hereby disclaim any implied warranty that the operation of the Philips Hue Secure Services will be error free or uninterrupted. It is not warranted that access to, or use of the Philips Hue Secure Services will not be interrupted or impaired by maintenance work, further developments or otherwise by disruptions.
  - If you're a European Economic Area (EEA)-based consumer, then EEA consumer laws provide you with a legal guarantee covering the conformity requirements of the Philips Hue Secure Services. Under this guarantee, we are liable for any lack of conformity that you discover during the use of the Philips Hue Secure Services.
  - If you experience any issues with the functionality of the Philips Hue Secure Services, please contact us through our consumer care channels (visit this link to view our contact information for your location: <https://www.philips-hue.com/support#contact>) and provide us with the necessary cooperation to the extent reasonably requested. We will use all reasonable efforts to cure the defect as notified by you in accordance with our standard process that entails (i) collection of the incident reported from different sources; (ii) performing an impact assessment using assessment tools to prioritize the incident; and (iii) defining and implementing a solution appropriate for the specific prioritization allocated, that can be an intermediate solution (e.g. hotfix or work around) or a future (short or long term) Update ("**Support Process**").
  - If we are unable to cure the defect in accordance with our Support Process, you shall be entitled to the following remedies for your paid Hue Secure Basic and Hue Secure Premium plan (if and as applicable): (i) a proportionate reduction of the applicable subscription fee; or (ii) termination of your subscription plan and a refund of the pro-rata amount already paid for the period in which you experience a lack of functionality and any amounts (if any) already paid for any future period. Our inability to cure the defect shall include (i) if the removal of the defect is impossible, (ii) the defect is not cured as associated with disproportionate costs, (iii) a lack of conformity appears despite our attempt to cure the defect, (iv) the defect is so serious that the immediate price reduction or termination is justified, (v) we refuse any supplementary performance, or (vi) it is obvious (including a declaration by us) that (within a reasonable time, or without significant inconvenience for you) we cannot remedy the defect.
4. **User Content:**
- a. The Philips Hue Secure Services include the possibility to capture and/or record audio, video, open/close and motion events with time stamp and images (text as subset) by certain Philips Hue Secure Products ("**User Content**"). Audio, video and images (text as subset) are not accessible by us. The metadata that there was an event at a specific time and the classification of the event is known to us.
  - b. You are solely responsible for all your User Content, and we will have no liability to you or anyone else who uses your user account with regard to any User Content. You need to ensure that the Philips Hue Secure Products are only recording User Content where you are authorized. You shall not transfer any User Content which, by its content, form,



- design or in any other way, violates applicable law or morality or infringes the rights of third parties. A violation of any of the foregoing is grounds for termination of your right to use or access the Philips Hue Secure Services.
- c. We cannot view the User Content, other than (i) the metadata that there was an event at a specific time and the classification of the event; and (ii) if User Content was downloaded by you (solely as an Admin) and shared with us at your discretion (for example related to quality and consumer care). We might however disclose your User Content to law enforcement or a governmental authority, if legally required to do so. You shall in such instance fully cooperate with us to comply with such legal requirements. Please see our Philips Hue Secure - Disclosure Requests <https://www.philips-hue.com/en-us/support/legal/product-terms/disclosure-requests>.
  - d. **Canada-based Consumers:** If your country of residence is Canada, in order to provide the Philips Hue Secure Service to you, you hereby consent for the processing of User Content that is necessary for the provision of the Philips Hue Secure Services. You additionally consent to us anonymizing your personal data (a process where it is no longer possible to associate the data with an individual data subject (whether on its own or when combined with other data)) for its use in our internal business purposes.
5. **Feature Access; Fees; Payment:**
- a. When you activate your Philips Hue Secure Product(s) through the Philips Hue app you shall be entitled to a thirty (30) day trial (“**Trial**”). Upon your Trial ending, you have the option (via the Philips Hue app) to:
    - i. use certain features available at no additional fee (“**Free Access**”); or
    - ii. subscribe to a subscription plan at an additional fee. The subscriptions are available in two different plans, namely Hue Secure Basic or Hue Secure Premium. You may choose to get a Hue Secure Basic or Hue Secure Premium subscription as a monthly or annual plan, which will continue until cancellation of your subscription. UNLESS YOU NOTIFY US BEFORE THE END OF THE THEN-CURRENT SUBSCRIPTION PERIOD THAT YOU DO NOT WISH TO CONTINUE YOUR SUBSCRIPTION, YOU UNDERSTAND THAT YOUR SUBSCRIPTION PLAN WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE US TO CHARGE THE THEN-APPLICABLE SUBSCRIPTION FEES FOR EACH SUCCESSIVE TERM, USING THE PAYMENT METHOD YOU PROVIDED VIA THE RELEVANT APP STORE.
  - b. A full description of the features of Free Access, Hue Secure Basic and Hue Secure Premium together with the applicable fees, the terms of payment, periods of notice is provided to you on our website at <https://www.philips-hue.com/securityplans>. Hue Secure Basic or Hue Secure Premium subscription fees are charged upfront, on the first day of the subscription period, may it be monthly or annually and are paid by you via the relevant app store (either Apple or Google) that you use (“**Your App Store**”) (and therefore follows the payment methods you choose to use in Your App Store and any conditions thereto).
  - c. When you place an order for the Hue Secure Basic or the Hue Secure Premium subscription, a valid, binding and enforceable subscription is created between you and us and the related obligation to pay the relevant fees as per the applicable subscription plan. If you are an EEA-based consumer, then you expressly consent to us providing you with the services under the relevant subscription immediately following your purchase and that you lose your right of withdrawal.
  - d. In case we do not receive your payment via Your App Store, we reserve the right to cancel your subscription and you shall only be entitled to use the Free Access.
  - e. The fees at the time of subscribing to a Hue Secure Basic or Hue Secure Premium subscription shall apply for the relevant period that you made payment for (for example, if annually, then applicable to that specific annual period and if monthly, then applicable to that specific month). All fees include value added tax if applicable in your jurisdiction.
  - f. We may update Free Access, Hue Secure Basic and/or Hue Secure Premium by introducing new features, change or discontinue (temporary or permanently) any feature or component thereof or impose limits on certain features and/or change the applicable fees, the terms of payment, periods of notice, or other terms. Any of these updates and changes we refer to as a “**Plan Update**”. We will give you notice of a Plan Update (either by email or in the Philips Hue app) and during the subscription period in which we have already received your payment for such subscription plan, any Plan Update shall be available to you for the remainder of the period for which you paid. For example, if you have an annual subscription and we make additional features available in that relevant annual period for which you already paid, such features would be available for use at the fee already paid for such period (so we will not charge you additionally for such added features). If you do not wish to continue with your Hue Secure Basic or Hue Secure Premium plan due to a Plan Update, you can terminate such subscription in accordance with the applicable period of notice. You are entitled to terminate your Hue Secure Basic or Hue Secure Premium plan if the Plan Update negatively impacts your access to or use of the respective plan, unless such negative impact is only minor. In that case, you shall be entitled to terminate your Hue Secure Basic or Hue Secure Premium plan free of charge within 30 (thirty) days of (i) the receipt of the information regarding the Plan Update or (ii) the time when the Plan Update entered into force, whichever is later.
6. **Indemnification:** THE PHILIPS HUE SECURE AGREEMENT IS INTENDED ONLY FOR YOUR BENEFIT. THEREFORE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO INDEMNIFY, DEFEND, RELEASE AND HOLD US HARMLESS FROM AND AGAINST (I) ALL CLAIMS, ACTIONS, LAWSUITS AND ANY OTHER LEGAL ACTION BROUGHT BY ANY THIRD PARTY AGAINST US ARISING FROM OR RELATING TO THE PHILIPS HUE SECURE AGREEMENT, THE PHILIPS HUE SECURE PRODUCTS AND/OR THE PHILIPS HUE SECURE SERVICES (A “**THIRD PARTY ACTION**”); AND (II) ANY AND ALL RELATED LOSSES, DAMAGES, SETTLEMENTS AND JUDGMENTS (INCLUDING PAYMENT OF ATTORNEYS’ FEES AND COSTS INCURRED BY US, ASSESSED OR FOUND AGAINST, OR MADE BY US RELATING TO OR ARISING FROM ANY SUCH

THIRD PARTY ACTION (“**THIRD PARTY RELATED LOSSES**”), EVEN IF SUCH THIRD PARTY ACTION AND THIRD PARTY RELATED LOSSES ARISE FROM OUR NEGLIGENCE OF ANY KIND OR DEGREE, BREACH OF CONTRACT OR WARRANTY OR CONDITION, STRICT LIABILITY, NON-COMPLIANCE WITH APPLICABLE LAW, INVASION OF PRIVACY, OR OTHER FAULT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO REQUIRE ANY INDEMNIFICATION WHICH WOULD RENDER OR MAKE THIS SECTION, IN WHOLE OR IN PART, VOID AND/OR UNENFORCEABLE UNDER APPLICABLE LAW. THIS INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO ANY WILLFUL, WANTON, INTENTIONAL OR RECKLESS MISCONDUCT BY US, OR GROSS NEGLIGENCE BY US IN THOSE STATES/PROVINCES/COUNTRIES THAT DO NOT PERMIT LIMITATION OF LIABILITY FOR GROSS NEGLIGENCE. “THIRD PARTY” IS DEFINED HEREIN TO INCLUDE ANY PERSON OR ENTITY NOT A PARTY TO THE PHILIPS HUE SECURE AGREEMENT, INCLUDING, WITHOUT LIMITATION, A SPOUSE, FAMILY MEMBER, GUEST, NEIGHBOR, TENANT OR INSURANCE COMPANY.

7. **Liability:**

- a. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEYS’ FEES) OR LOST PROFITS THAT RESULT FROM THE PHILIPS HUE SECURE SERVICES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR THE PHILIPS HUE SECURE SERVICES AT ISSUE WITHIN THE PRIOR TWELVE (12) MONTHS. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. SIGNIFY DISCLAIMS ALL LIABILITY OF ANY KIND OF OUR LICENSORS AND SUPPLIERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY CONTENT (INCLUDING ANY USER CONTENT), INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED IN CONNECTION WITH USE OF OR EXPOSURE TO ANY CONTENT TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PHILIPS HUE SECURE SERVICES.
- b. YOU USE THE PHILIPS HUE SECURE SERVICES AT YOUR OWN RISK. YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF YOUR USER CONTENT IN CONNECTION WITH YOUR USE OF THE PHILIPS HUE SECURE SERVICES, AND YOU AGREE TO HOLD US HARMLESS FROM, AND YOU COVENANT NOT TO SUE US FOR, ANY CLAIMS BASED ON YOUR USE OF THE PHILIPS HUE SECURE SERVICES, INCLUDING CLAIMS FOR LOST DATA OR USER CONTENT.

8. **Term; Termination:**

- a. **Term:** The Philips Hue Secure Agreement begins on your first use of any Philips Hue Secure Product or the Philips Hue Secure Services and it ends with the effectiveness of a termination by us or you.
- b. **Termination:**
  - You may terminate your paid Hue Secure Basic or Hue Secure Premium plan at any time in accordance with your relevant Hue Secure Basic or Hue Secure Premium plan’s notification periods.
  - The right to terminate for cause remains unaffected for both us and you.
  - Unless terminated as referred to above, the provisions of the Philips Hue Secure Agreement remain applicable to you for as long as you use any Philips Hue Secure Products.
- c. **Consequences of Termination:** On termination of your Hue Secure Basic or Hue Secure Premium plan, all User Content stored on your behalf outside of the new storage period will be deleted. On deletion of your Philips Hue account all event metadata and configuration data will be anonymized and User Content will be deleted.

9. **Terms applicable for certain countries.** This section 9 sets out terms applicable to residents of certain countries. If there are any differences between this section 9 and any provision(s) in the Philips Hue Secure Agreement other than this section 9, then this section 9 shall prevail.

a. **Section 3g (4<sup>th</sup> bullet):**

- i. the following sentence shall be added if you have your residence in **the Czech Republic:** With respect to any defects, you shall be entitled to the rights provided in the Civil Code.
- ii. the following sentence shall be added if you have your residence in **Hungary:** You shall be entitled to the rights provided for in Government Decree 373/2021 (VI.30.) and the Civil Code, which shall apply jointly.

b. **Section 5d:**

- i. shall entirely be replaced by the following, if your residence is in **Poland:** In case we do not receive your payment via Your App Store, we reserve the right to cancel your subscription within sixty (60) days of your order and you shall only be entitled to use the Free Access.

c. **Section 6:**

- i. shall entirely be replaced by the following, if you have your residence is in **Austria, Belgium, Croatia, the Czech Republic, Germany, Greece, Italy, Hungary, Luxembourg, Netherlands, Poland, Portugal, Romania, Spain, Sweden, Switzerland:** You are liable for culpable violation of the Philips Hue Secure Agreement in accordance with applicable laws.

d. **Section 7:**

- i. shall entirely be replaced by the following if your residence is in **Austria or Germany:** Any claims for damages are excluded. The exclusion of liability shall not apply insofar as we are subject to mandatory liability, e.g., under the

- Product Liability Act (“Produkthaftungsgesetz”), in cases of intent, gross negligence, injury to life, limb or health, or breach of essential contractual obligations (“wesentliche Vertragsverletzungen”). However, except in cases of the Product Liability Act, gross negligence, intent or injury to life, body or health, liability for breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contractual relationship.
- ii. shall entirely be replaced by the following if your residence is in **Belgium, Croatia, the Czech Republic, Greece, Italy, Hungary, Luxembourg, Netherlands, Sweden, Switzerland, United Kingdom**: Any claims for damages are excluded to the maximum extent permitted by the law. This exclusion of liability shall not apply for any other liability which cannot be excluded by law, e.g., causing damage intentionally, or liability for death or personal injury resulting from our negligence.
  - iii. shall be entirely deleted if your residence is in **Poland, Romania, Spain**.
- e. **Section 8c:**
- i. the following sentence shall be added if you have your residence in the **Czech Republic**: This Section applies to the maximum extent permitted by the applicable law.
- f. If you have your residence in **Romania**, the following additional section shall apply: You agree that the Philips Hue Secure Agreement do not include any unusual (standard) clauses as explicitly defined under the Romanian law. You irrevocably agree and accept, as of the acceptance of the Philips Hue Secure Agreement, all the clauses set therein, especially (but not limited to) the following sections: 3.b-e, 3.f 1<sup>st</sup> bullet point 2<sup>nd</sup> item, 3.f 2<sup>nd</sup> bullet point, 4.b and 6.
- g. If you have your residence in **Canada** (except the province of Quebec):
- section 9 of the Philips Hue Terms of Use in respect of the Philips Hue Secure Agreement is entirely replaced by:

**DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER.**

This section shall apply if your (i) country of residence or establishment is in Canada (except the province of Quebec); or (ii) your country of residence or establishment is not in Canada (except the province of Quebec), but you bring any claims against us in Canada (except the province of Quebec).

- a. TO THE GREATEST EXTENT PERMITTED BY THE APPLICABLE LAW, AND EXCLUDING INDIVIDUAL RESIDENTS OF THE PROVINCE OF QUEBEC, (I) THE PHILIPS HUE SECURE AGREEMENT IS GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO. WITHOUT GIVING EFFECT TO ITS CHOICE OR CONFLICT OF LAW PROVISIONS; AND (II) YOU AND US ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING TO THE PHILIPS HUE SECURE AGREEMENT AND/OR THE PHILIPS HUE SECURE SERVICES WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS PHILIPS HUE SECURE AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS’ FEES).
- b. For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of the claim to the address in section (h). You and us each agree to negotiate the claim in good faith. If you and us are unable to resolve the claim within sixty (60) days after we receive this claim description and if you have made a good faith effort to resolve the claim directly with us during that time, you may pursue the claim in arbitration.
- c. **ARBITRATION RULES AND FORUM.** The Arbitration is governed by the domestic arbitration act in the province in which you reside and ADR Institute of Canada, Inc.’s Arbitration Rules (<https://adric.ca/case-administration-services/>) (“ADRIC Rules”) as applicable, in all respects except as otherwise expressly agreed herein. Arbitration demands shall be filed with ADR Institute of Canada, Inc. (“ADRIC”) and shall be submitted in accordance with the ADRIC Rules and must include: (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy (any request for injunctive relief or attorneys’ fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); and (4) the signature of the party seeking arbitration. Your demand for arbitration must also be delivered to Signify Legal Department at Signify Canada Ltd. 281 Hillmount Rd Markham, ON Canada L6C 2S3. Notwithstanding anything to the contrary in the ADRIC Rules, the arbitration shall be heard by a single arbitrator (selected in accordance with the ADRIC Rules), who shall be a lawyer or former judge. The seat of the arbitration shall be the capital city of the province of your primary residence as of the effective date of this Philips Hue Secure Agreement. However, at your request, the arbitration hearing may take place at a location that is within 45 kilometers of your primary residence as of the effective date of this Philips Hue Secure Agreement. The parties agree that the arbitration may proceed virtually,

and the arbitrator has the discretion to order a virtual arbitration at the request of either party. If ADRIC is not available to arbitrate, the parties will mutually select an alternative arbitral forum.

- d. **ARBITRATOR POWERS** - The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or this Philips Hue Secure Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.
- e. **ATTORNEY'S FEES AND COSTS**. You and us agree that we will be responsible for payment of the balance of any initial filing fee under the ADRIC Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the ADRIC Rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, we agree that we will not seek, and hereby waives all rights we may have under applicable law or the ADRIC Rules, to recover attorneys' fees and expenses if we prevail in arbitration.
- f. **CLASS ACTION WAIVER. TO THE GREATEST EXTENT PERMITTED BY THE APPLICABLE LAW, AND EXCLUDING INDIVIDUAL RESIDENTS OF THE PROVINCE OF QUEBEC**, the parties agree that they both give up the right to a jury trial, and that each may bring claims against the other only on an individual basis, and not as a plaintiff or class member in any purported class action lawsuit. **CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. YOU AND US EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, MASS, OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.** The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.  
If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.
- g. **EXCEPTIONS TO ARBITRATION**. Notwithstanding the foregoing, each party retains the right to have a dispute heard in small claims court provided the dispute falls within the jurisdictional limits of that court and otherwise qualifies for that court, seeks individualized relief, and so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction.  
Notwithstanding anything to the contrary in this section, nothing in this section prevents you from making a report to or filing a claim, application or charge with any applicable governmental or administrative agency or tribunal, or from seeking relief under applicable consumer protection legislation if and to the extent the terms of applicable legislation entitle you to do so and preclude exclusive pre-dispute recourse to arbitration. This section also does not prevent federal, provincial or local administrative agencies from adjudicating claims and awarding remedies based on those claims if and to the extent the terms of applicable legislation preclude exclusive pre-dispute recourse to arbitration. Nothing in this section prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable legislation before delivering a notice of request to arbitrate. Disputes between the parties that may not be subject to pre-dispute arbitration, including as provided by applicable legislation, are excluded from the coverage of this section.
- h. **OPT-OUT**: Notwithstanding the above, you may choose to pursue your claim in court if you opt out of this section 9 within thirty days from the date you first accept the Philips Hue Secure Agreement via our app. You may opt out at [Canada Arbitration Opt-Out \(onetrust.com\)](https://www.onetrust.com) or by sending us a written notice with your first name, last name, and the email address you may have used to submit information on our website and/or app at:

Signify Canada Ltd.  
Attn: Legal Department - Philips Hue Secure Subscription Arbitration Opt-Out  
281 Hillmount Rd  
Markham, ON Canada L6C 2S3

- i. If you opt-out of this section or if this section 9 is found to be unenforceable or if it does not apply to you, then the entirety of this section 9 will be null and void and, in that case, you hereby irrevocably submit to the personal and exclusive jurisdiction of the courts of the Province of Ontario for resolution of any lawsuit or court proceeding permitted under this section. If any portion of this section is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this section as a whole will not be deemed unlawful, void or unenforceable, but only that portion of this section that is unlawful, void or unenforceable will be stricken from this section.

h. If you have your residence in the **United States of America**:

- section 9 of the Philips Hue Terms of Use in respect of the Philips Hue Secure Agreement is entirely replaced by:

**DISPUTE RESOLUTION BY BINDING ARBITRATION; CLASS ACTION WAIVER.**

This section 9 shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but you bring any claim against us in the United States.

- a. THE PHILIPS HUE SECURE AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT GIVING EFFECT TO ITS CHOICE OR CONFLICT OF LAW PROVISIONS; AND (II) YOU AND US ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.  
ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING TO THE PHILIPS HUE SECURE AGREEMENT AND/OR THE PHILIPS HUE SECURE SERVICES WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS PHILIPS HUE SECURE AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).
- b. For all disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of the claim to Customer Satisfaction Department, 400 Crossing Blvd., Suite 600, Bridgewater, New Jersey 08807, with a copy the Signify Legal Department at the same address. You and us each agree to negotiate the claim in good faith. If you and us are unable to resolve the claim within sixty (60) days after we receive this claim description and if you have made a good faith effort to resolve the claim directly with us during that time, you may pursue the claim in arbitration.
- c. The arbitration will be administered by the American Arbitration Association ("**AAA**") in accordance with the Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "**AAA Rules**") then in effect, except as modified by this section 9. (The AAA Rules are available at [adr.org](http://adr.org)). Specifically, the Consumer Arbitration Rules provide:
  - claims can be filed with AAA online ([www.adr.org](http://www.adr.org));
  - arbitrators must be neutral and no party may unilaterally select an arbitrator;
  - arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
  - parties retain the right to seek relief in small claims court for certain claims, at their option;
  - the initial filing fee for the consumer is capped at \$200;
  - the consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
  - the arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

The arbitration will be conducted before a sole neutral arbitrator who shall be located at or near the location where the arbitration will take place. The arbitration will be conducted at a location that is reasonably convenient for you. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or this Philips Hue Secure Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.
- d. **MODIFICATION OF AAA RULES - ATTORNEY'S FEES AND COSTS.** You and us agree that we will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of \$200 for claims of \$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, we agree that we will not seek, and hereby waives all rights we may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if we prevail in arbitration.
- e. **CLASS ACTION WAIVER.** The parties agree that they both give up the right to a jury trial, and that each may bring claims against the other only on an individual basis, and not as a plaintiff or class member in any purported class action lawsuit. **CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** YOU AND US EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, MASS, OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. The arbitral tribunal may

not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

- f. The right to arbitration under this Philips Hue Secure Agreement is protected by, and any arbitration will also be governed by, the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Both parties agree that the parties' relationship involves interstate commerce. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

EXCEPTIONS TO ARBITRATION. Notwithstanding the foregoing, each party retains the right to have a dispute heard in small claims court provided the dispute falls within the jurisdictional limits of that court and otherwise qualifies for that court, seeks individualized relief, and so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction.

version May 2024 - **applicable from App 5**