

Terms of Use for iConnectHue

Version: 14th of June 2018

In order to use the app “iConnectHue” (“the App”) you need to agree to the following terms of use (“these Conditions”). Please read these Conditions prior to using the App.

This App is neither provided nor maintained or in any way endorsed by Philips Lighting B.V. (“Philips”) but merely uses the API provided by Philips to control “Hue” lamps, and is distributed through Apple Inc.’s app store. Apple renders no further service exceeding the mere distribution of the App. Hue is a registered trademark of Philips Lighting Holding B.V. residing in Eindhoven, Netherlands.

If you have questions you can reach us through the contact form on <https://iconnecthue.com/contact> (“Contact Form”).

§ 1 Conditions of App Use

For you to use the App, you must

- (1) Give us true particulars about yourself when contacting us;
- (2) Keep the access information to your App account and the Philips account safe, and not provide any of these details with anyone else;
- (3) Whenever using the App, abide by the law and all relevant terms and conditions of third parties, e.g. those of products you control with the App.

By installing the App you confirm that these conditions are met, and that you will immediately notify us whenever any part of these conditions is not met anymore.

§ 2 Warning of Photosensitive Epileptic Seizures

- (1) A small percentage of people, even without any pertaining medical history, may experience seizures when exposed to certain visual stimuli (e.g. flashing lights or patterns). By using the App you might possibly trigger light patterns that cause so-called “photosensitive epileptic seizures”.
- (2) Said seizures’ symptoms can be lightheadedness, altered perception, eye or face twitching, jerking or shaking of arms or legs, disorientation, confusion, or momentary loss of awareness. Seizures may also cause loss of consciousness or convulsions that can lead to injury from falling or striking nearby objects.
- (3) If you experience any of these symptoms immediately stop the respective light pattern and consult a medic. Parents should watch for or ask their children about the above symptoms. Children and teenagers are more likely than adults to experience these seizures.

§ 3 Right to Use and Object of Use

- (1) By installing the App and acknowledging these Conditions, we grant you a simple, non-transferable right for non-commercial use of the App and, as the case may be, the in-App-purchased modules in their respectively current official version. Any further services of ours are voluntary.
- (2) You may neither disassemble nor change or have someone else change the App or any part thereof.

- (3) We reserve the right to stop further development or maintenance of the App at any time upon a 3-(three)months' notice period. You agree that in said case you shall have no claim for damages, loss of profit or any other compensation.

§ 4 App Costs

Apart from the purchase of the App or, as the case may be, in-App modules, no further costs accrue for the use of the App.

§ 5 Intellectual Property

- (1) "Hue" is a trademark of Koninklijke Philips N.V. residing in Amsterdam, Netherlands.
- (2) "Amazon" is a trademark of Amazon.com, Inc. residing in Seattle, USA. The subsidiary competent for Germany is Amazon EU S.à.r.L. residing in Luxemburg.
- (3) When you submit an idea to us, e.g. when contacting us, and we make this idea a part of the App, you shall, notwithstanding an explicit written agreement stipulating otherwise, not have any claim for compensation or of any other kind against us.
- (4) The App, including all its parts, e.g. functions, design and other visualizations, are solely our work, and we reserve all rights on the App that you do not need to use the App, and grant you the respectively necessary rights only as far and long as you need them to use the App.

§ 6 Warranty

- (1) We generally do not assert any functions or idiosyncrasies of the App, and we reserve the right to further develop the App and, in doing so, alter access to the App and its functions, or respectively parts thereof, temporarily or permanently, or remove any part thereof without giving reason.
- (2) We do not warrant that you will or even can achieve any specific goal by using the App (e.g. scaring off burglars through time-based lamp control).
- (3) Equally, we do not take responsibility for damages caused by devices controlled by the App (e.g. lamps or bridges).
- (4) We do not warrant for the App's presence automation to work flawlessly, and we cannot do so either because presence control depends on various factors that the App has no influence on, e.g. lack of precision of the operating system's location service, unreliability of absence/presence information provided by the operating system, varying network quality and reachability and quality of the connection with components.
- (5) The App is not intended for us on devices on which the operating system does not conform to the default status anymore ("Jailbreak Devices"). On Jailbreak Devices you use the App at your own risk, any warranty is waived, and we are not liable for any damages resulting from the use on said devices.
- (6) You acknowledge that you will direct any and all warranty and other claims (i.e. arising from intellectual property) in connection with the use of the App towards us, not towards Apple.

§ 7 Waiver of Liability

- (1) We do our best to maintain the App free of defects but you use it as it is, at your own risk. Notwithstanding mandatory liability, we are neither liable for errors nor malfunctions nor consequences thereof, neither direct nor indirect ones, regardless of whether through said defect, data in your user account is lost or not.

- (2) As far as we are liable by law, our liability is limited to typical and foreseeable damages, and independently to €1,000.00 for the entire relationship between you and us.
- (3) Apple only maintains the app store through which the App is provided, and does not take any warranty or liability for the App.
- (4) Mandatory liability provisions, e.g. § 14 of the German Product Liability Act, remain untouched.

§ 8 Right of Recourse

If any third person raises a claim against us that is attributed your any culpable breach of any of these Conditions, you agree to, upon our first request in text form, protect us and hold us harmless from any costs arising from defending ourselves against said claim, and you will furthermore support us to your best endeavors in defending our rights in said situation, e.g. by providing any information on the case.

§ 9 Data Protection

All information on which personal data of the users of the App and our website (www.iconnecthue.com) is collected and processed is available in our Privacy Policy.

§ 10 Miscellaneous

- (1) We reserve the right to alter these Conditions at our own discretion. The respectively current Conditions are available in the App under “Help & More”. If you do not accept these Conditions you may not use the App anymore.
- (2) Should certain provisions in these Conditions be or become void or unfeasible, the effect of the remaining provisions shall remain untouched.
- (3) The use of the App and these Conditions is governed by German Law excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The courts competent for Berlin, Germany shall have sole jurisdiction in relation to all matters arising out of the App use.
- (4) In case you violate any of these Conditions Apple Inc. and its subsidiaries may raise claims against you in the same manner we are entitled to.
- (5) No subsidiary agreements have been made, and any such agreement and any waiver of the requirement of written form have to be made in writing.