

# Terms of Use for iConnectHue

Version: 17<sup>th</sup> of July 2017

In order to use the app “iConnectHue” (“the App”) you need to agree to the following terms of use (“these Conditions”). The protection of your data is essential to us, which is why we ask you to read these terms 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. Hue is a registered trademark of Philips Lighting Holding B.V.

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

## § 1 Conditions Of App Use

For you to use the App,

- (1) Give us true particulars about yourself when contacting us;
- (2) You shall keep the access information to your App account and the Philips account safe, and not provide any of these details with anyone else;
- (3) Abide by the law whenever using the App.

Through the installation of 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 Right To Use And Object Of Use

- (1) Upon 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 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.

## § 3 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.

## § 4 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.

## **§ 5 Warranty**

- (1) Notwithstanding explicit statements, 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 (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 match the default standard 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 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) Mandatory liability provisions, e.g. § 14 of the German Product Liability Act, remain untouched.

## **§ 7 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.

## **§ 8 Your Data**

- (1) Should the App crash, a crash report is automatically sent to us that helps us locate the reason for the crash, and eliminate said reason for future App versions. Said report contains details on your device type, operating system version and on your last activities. Said report contains a summary of your last activities in the App and location of the crash, and the report is transferred to Crashlytics, Inc. (a subsidiary of Google), however without any reference to you personally.
- (2) You can request information on your personal data saved with us by contacting us through the Contact Form on <http://iconnecthue.com/contact>. Through said form you may also request us to delete all your personal data – provided that, and as long as, we are not by law required to keep your data stored.
- (3) When you send us feedback through the App, the App transmits a file to us that contains your current App settings. These settings are regularly necessary to allocate your feedback to App idiosyncrasies.

## **§ 9 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 accept these Conditions you may not use the App anymore.
- (2) Should certain provisions in these Conditions be or become void or infeasible, the effect of the remaining provisions shall remain untouched.
- (3) The use of the App, and these Conditions, are 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) 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.