

Terms of Use for iConnectHue

Version: March 30th, 2023

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 Signify N.V. (“Signify”) or Apple, Inc., 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 Signify N.V. residing in Eindhoven, Netherlands.

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

§ 1 Conditions of App Use, Your Information Duties

For you to use the App, you must

- Give us true particulars about yourself and your right to use the App when contacting us;
- Keep the access information to your App account and the Signify account safe, and not provide any of these details with anyone else;
- 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 Your Right of Use, Restrictions due to Further Development of the App

- (1) By installing the App and consent to these Conditions, we grant you a simple, non-transferable right for non-commercial use of the official App and, as the case may be, the in-App-purchased modules in their respectively current official version, and the content generated in or with the App (e.g., “Magic Scenes” and “Animations”).

- (2) You may neither disassemble nor change or have someone else change the App or any part thereof. You may also not alter, or have a third party alter, any content generated with the App or parts thereof outside of the App.
- (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 Membership Period, Termination, Block of Use

- (1) Your membership period depends on the type of use you choose in the App.
- (2) To terminate your membership, open the respective store Apple store app, choose your user, and declare your termination under "Subscriptions". Termination is possible up to 24 (twenty-four) hours before the end of the respective term. As long as you do not cancel your membership, it is automatically extended by the period of the originally selected term.
- (3) The right to extraordinary cancellation of your subscription is reserved for both you and us. An important reason for termination without notice shall be if you do not adhere to these Conditions, i.e., if you violate third-party license terms, if an infringement of rights is caused by your use of the App, or if you violate your notification obligations. This is the case, e.g., with the "Family Membership Sharing Model" if you are not a family member, or if you have made untrue statements about your person or user authorization, or use access data of a third party.
- (4) The existence of an important reason for termination also entitles us to immediately restrict your App use, including blocking you from using the App entirely.

§ 5 App Costs

Apart from the purchase price and, as the case may be, membership fees and in-app modules in the respective app store, no further costs accrue for the use of the App.

§ 6 Intellectual Property

- (1) "Hue" is a trademark of Signify N.V. residing in Eindhoven, 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 Luxembourg.
- (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.

§ 7 Warranty

- (1) 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) We do not warrant for the App's presence automation to work flawlessly, and we cannot do so either because, and as far as, 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.
- (4) 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.
- (5) 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.

§ 8 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/damages 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.

§ 9 Indemnity

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.

§ 10 Data Protection

- (1) To operate the App in a stable and secure manner, **you declare your consent to us for using "AppCenter Analytics"** operated by Microsoft Corporation, One Microsoft Way, Redmond, Washington 98052, USA ("Microsoft"). We use this service to effectively localize errors in the App. For you, this means that if the App crashes on your device or produces unexpected errors, the following information is collected and sent to Microsoft resources in the US:
 - a) Type of the mobile device used;
 - b) Operating system version;
 - c) Date and time of the error;
 - d) Country from which the query originated;
 - e) Set language of the operating system.

For full details on AppCenter Analytics' privacy policy, please visit <https://docs.microsoft.com/en-us/appcenter/sdk/data-collected>

- (2) The transfer of your data to Microsoft takes place on the basis of the standard contractual clauses revised by Microsoft in September 2021, which you can download in various languages here: <https://www.microsoft.com/licensing/docs/view/Microsoft-Products-and-Services-Data-Protection-Addendum-DPA>.
- (3) All information on which personal data of the users of the App and our website (www.iconnecthue.com) is collected and processed, as well as details on your rights as a data subject, is available in our Privacy Policy.

§ 11 Use of AI for Functions and Support

When using the App, artificial intelligence (“AI”, e.g., ChatGPT) is used in two types of scenarios. First, you can have support you in the creation and administration of content (e.g., scenes) in the App. Second, we use AI to translate support requests from our users in languages other than English and German. When you use either of the two mentioned scenarios, you consent to the use of AI. All details on how your data is used how by the respective AI provider, please refer to our Privacy Policy.

§ 12 Miscellaneous

- (1) We reserve the right to alter these Conditions at our own discretion subject to a reasonable notice. 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). If you are an entrepreneur acc. to § 14 para 1 of the German Civil Code (“BGB”), 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.