

# Philips Lighting

## LightConnect Web Site Registration - Terms and Conditions of Use

PLEASE READ BOTH THE TERMS AND CONDITIONS OF USE  
AND THE CONDITIONS OF SALE CAREFULLY BEFORE USING THE PHILIPS LightConnect WEB SITE

- 1. ACCEPTANCE OF TERMS AND CONDITION OF USE:** By accessing and using this Philips LightConnect Web Site (the “**Web Site**”) you agree to be bound by these Terms and Conditions of Use including all terms and conditions contained or referenced herein and any additional terms and conditions set forth on this Web Site (together, the “**Terms and Conditions of Use**”). If you do NOT agree to all of these Terms and Conditions of Use, you should NOT use this Web Site. In these Terms and Conditions of Use, the words “**you**” shall reference a user of the Web Site and the word “**Philips**” shall mean Philips Electronics North America Corporation and Philips Electronics Ltd.
- 2. AMENDMENTS AND ADDITIONAL TERMS:** Philips reserves the right to make changes or updates to these Terms and Conditions of Use, the content, products, materials, services or information contained on or available through the Web Site or the format or functionality of the Web Site (collectively, the “**Content**”) at any time without notice, and any such amendments or updates shall become effective as of the date they are posted on the Web Site. Please check the Terms and Conditions of Use published on this Web Site regularly to ensure that you are aware of all terms governing your use of the Web Site. Other Philips web sites may also have their own terms of use which may apply to certain specific Content or transactions concluded through this Web Site (“**Other Philips Web Site Terms**”). Any such Other Philips Web Site Terms are in addition to these Terms and Conditions of Use and shall be considered to form an integral part of these Terms and Conditions of Use with respect to any such specific Content. In the event of any conflict between any Other Philips Web Site Terms and these Terms and Conditions of Use, these Terms and Conditions of Use shall take precedence, save and except where and then only to the extent the Other Philips Web Site Terms expressly specify that they supersede these Terms and Conditions of Use with respect to the specific Content.
- 3. LICENSE AND PERMITTED USE:** Philips grants to each user of the Web Site a non-exclusive, non-transferable, limited right to access, use and display this Web Site for the purposes of viewing its Content as a commercial shopping and educational resource (the “**Permitted Use**”). Any other use, including the selling, transferring, publishing, disclosing or otherwise making available the whole or any part of the Content of this Web Site to any third party, is strictly prohibited. This authorization expressly excludes, without limitation, any resale of this Web Site, any data-extraction or data-mining whatsoever, or the use of the Web Site for any purpose other than the Permitted Purpose. Philips reserves the right to terminate or restrict access to the Web Site or cancel the personal password of any Web Site user at any time and for any reason, in its sole discretion, including without limitation where Philips determines in its discretion that a user of the Web Site has used the Web Site for anything outside of the Permitted Use or failed to comply with these Terms and Conditions of Use.
- 4. PERSONAL PASSWORD; RESPONSIBILITY FOR USE.** As a registrant of the Web Site, you will have a personal password that will enable you to access the Web Site via the e-mail address

assigned to you by your current employer. You may not share, disclose or transfer your personal password with or to any third party. If you believe that the security of your personal password has been breached, you must promptly notify Philips of the breach. You also agree to immediately cease using your personal password or the Web Site and notify Philips in the event your employment with your current employer terminates. You are responsible for ensuring that all use of the Web Site under your personal password and your e-mail address complies with these Terms and Conditions of Use.

- 5. INDEMNITY.** TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD PHILIPS AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR THREATENED LIABILITY, LOSS, COST, EXPENSE OR DAMAGE ARISING FROM OR RELATING TO YOUR BREACH OF THESE TERMS AND CONDITIONS OR YOUR USE OR MISUSE OF THE WEB SITE OR THE CONTENT THEREON (A "**BREACH**"), INCLUDING ANY BREACH COMMITTED BY ANY OTHER THIRD PARTY USING YOUR PERSONAL PASSWORD FOR THE WEB SITE.
- 6. DISCLAIMER AND LIMITATION OF LIABILITY.** This Web Site and its Content is provided for information purposes only. Although care has been taken to ensure the quality, accuracy and timeliness of the Content and the operation of the Web Site, Philips assumes no responsibility related to this Web Site or the Content. All Content is provided "as is" and "as available". PHILIPS HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, RELATED DIRECTLY OR INDIRECTLY TO THE WEB SITE OR THE CONTENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PHILIPS DOES NOT WARRANT THAT: (I) THE WEB SITE OR THE CONTENT WILL BE ACCURATE, COMPLETE, CURRENT, TIMELY, MERCHANTABILITY OR SUITABLE FOR ANY PARTICULAR PURPOSE; (II) THE OPERATION OF THE WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS OR ERRORS IN THE WEB SITE WILL BE CORRECTED; (IV) THE WEB SITE WILL BE FREE FROM VIRUSES OR HARMFUL COMPONENTS; (V) COMMUNICATIONS TO OR FROM THE WEB SITE WILL BE SECURE AND/OR NOT INTERCEPTED; AND (VI) THE WEB SITE AND THE CONTENT WILL NOT INFRINGE ANY THIRD PARTY'S INTELLECTUAL PROPERTY. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE USING THE WEB SITE SOLELY AT YOUR OWN RISK AND LIABILITY. IN NO EVENT SHALL PHILIPS OR ANY OF ITS AFFILIATES BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THE CONTENT OR THE USE OF, OR INABILITY TO USE, THIS WEB SITE, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, EQUITY, AT LAW OR OTHERWISE, EVEN IF PHILIPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACTION BY A USER PERTAINING TO THIS WEB SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE FOR ACTION AROSE.
- 7. THIRD PARTY SITES.** This Web Site may also provide links to other web sites ("**Third Party Sites**") that are not under the control of Philips. The links to Third Party Sites are provided solely as a convenience to you, and Philips is not, in any manner, disseminating or endorsing the material contained therein. Your use of Third Party Sites is solely at your own risk and liability. Philips assumes no responsibility whatsoever for Third Party Sites nor does Philips make any

representations or warranties of any kind with respect to Third Party Sites, including without limitation any representations or warranties: (i) regarding the accuracy, currency, quality or appropriateness of the information contained at the Third Party Sites, (ii) regarding merchantability, fitness for a particular purpose, or non-infringement any material, content, software, goods or services located at or made available through Third Party Sites, and (iii) that the operation of Third Party Sites will be uninterrupted, error free or free from viruses or other harmful components.

- 8. INTELLECTUAL PROPERTY:** Copyright and all other proprietary rights in the Web Site and its Content (including, but not limited to, software, audio, video, text and photographs) rest with Koninklijke Philips N.V., its affiliates or divisions, or its licensors. All copyright and other proprietary notices shall be retained on any copies of the Content which you may be permitted to download from the Web Site. Except as expressly provided herein, Philips does not grant any express or implied right to you under any patents, trademarks, copyrights or trade secret information and all intellectual property rights not expressly granted herein are reserved.
- 9. USER MATERIAL:** Any material or information sent through or in connection with this Web Site by you ("**User Material**") will be treated as non-confidential and non-proprietary, and immediately become the property of Philips, subject to any privacy policies posted on the Web Site. Philips may use such User Materials as it deems fit, anywhere in the world, without obligation for compensation, and free of any moral rights, intellectual property rights or other proprietary rights in or to such User Materials.
- 10. GOVERNING LAW:** For users in the United States of America, these Terms and Conditions of Use will be governed by and construed in accordance with the laws of the State of New Jersey, United States of America. For users in Canada, these Terms and Conditions of Use will be governed by and construed in accordance with the laws of the Province of Ontario and applicable Canadian federal laws. The preceding governing law shall apply without giving effect to its conflict of law provisions and, by using this Site, you consent to the exclusive jurisdiction of the courts of the State of New Jersey, U.S.A or the Province of Ontario, as applicable.