

## **Lumify App – Terms of use**

Thank you for your interest in the Lumify App. This App is offered to you by Philips Electronics North America Corporation ("**Philips**"). The app is part of the Philips Lumify Service. The Lumify Service allows users to perform ultrasound scans via compatible mobile devices.

We welcome you to use this App in demonstration mode in order to understand the Lumify Service. There are a few rules and restrictions we ask you to keep in mind.

### **What this App does for you:**

- 1 This App provides a demonstration of the Lumify Service. The demonstration is only a simulation of the Lumify Service; the App is not functional in demonstration mode.
- 2 If you purchase a subscription to the Philips Lumify Service or purchase the Philips Lumify portable ultrasound product, then Philips will enable the app. Terms set forth in the subscription agreement or terms of sale, as the case may be, will govern your use of the App. The terms and conditions herein only govern your use of the App in demonstration mode.
- 3 The App allows Philips to communicate with you and you to communicate with Philips for matters related to the Lumify Service.

**We encourage you to read on; by using the App, you accept the terms as mentioned below.**

**Privacy:** The App collects or uses personally-identifiable information in connection with your downloading or use of the App. Philips values and respects your privacy. Please see the Privacy Notice for more information.

**License:** You have no ownership rights in the App software. Rather, you have a license to access and use the App in demonstration mode only. You may use this App in demonstration mode in order to understand the Lumify Service. If you purchase a subscription to the Philips Lumify Service or purchase the Philips Lumify portable ultrasound product (available only to licensed healthcare practitioners), Philips will activate the App and your use of this App will be governed by a subscription agreement or terms of sale, as the case may be. The App software contains material that may be protected by patent, copyright and trade secret law, and by international treaty provisions. All rights not granted to you herein are expressly reserved by Philips.

You agree not to publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the App software or any part thereof. You also agree not to reverse engineer, decompile, translate, adapt, or disassemble the App software, and you agree not to attempt to create the source code from the object code of the App software.

You acknowledge that the App software contains proprietary trade secrets of Philips, and you agree to maintain the confidentiality of the App software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information, but in no event less than reasonable care.

**Warranties:** Our goal is to provide you with a great App and a great App user experience. Do know that we are only able to provide you the App "as-is". Although we would love to, we unfortunately cannot warrant **anything about the App or its content**.

**Liability:** As much faith as we have in our App, there is always the possibility that things don't work as they are supposed to. In the unfortunate event that the App would not work or any content may be lost, please accept our sincerest apologies. We certainly understand that it is unfortunate and inconvenient. Unfortunately, we cannot accept any liability for any damages incurred as a result of your use of the App. IN ANY EVENT WE ARE NOT LIABLE FOR AMOUNTS EXCEEDING THE FEES PAID IN CONNECTION WITH DOWNLOAD OF THE APP.

**Jurisdiction:** These conditions of use shall be construed, interpreted and governed by the laws of the state of Washington without regard to conflicts of law provisions thereof.