

Feilo Sylvania Terms of Use (Website)

Effective Date: 25th February 2022

Feilo Sylvania International Group Kft. and subsidiaries (“we”, “us”, “our”, “Sylvania” or “FSIG”), in this Terms of Use describe our conditions of the use of the www.sylvania-lighting.com website and similar Sylvania websites (referred to as the “Website”) for all visitors including users of SMART solutions sold worldwide by FSIG and its affiliates or by distributors.

Feilo Sylvania International Group Kft. is a Feilo Sylvania company, based in Hungary (Duna Tower Building, Népfürdő utca 22, H.1138 Budapest, Hungary, registration number 01 09 304993).

TERMS OF USE

Please read these Terms of Use carefully before using this site. Your use of the Website will be considered as acceptance of the Terms of Use.

Any use of Website provided by Sylvania and or its subsidiaries is subject to these Terms of Use. The Terms of Use may be amended, modified, or replaced by other terms and conditions from time to time without further notice. Your continued use of the Website after any of these Terms of Use have been changed will be deemed as acceptance of the updated Terms of Use. For this reason, we encourage you to review these Terms of Use whenever you use this Website.

1. Services

The Sylvania Website contains specific information and software, also – in certain cases - related documentation for viewing or/and downloading.

We reserve the right to cease operation of this Website, in part or in full.

2. Registration, Password

Some pages may be password protected. In this case and in the interests of safety and security of business transactions, only registered Users are permitted to access such pages. Sylvania reserves the right to deny registration to any User. Sylvania particularly reserves the right to demand User registration for pages which were previously freely accessible. Sylvania, at any time and without obligation to give reasons, is entitled to deny the User the right to access the password-protected area by blocking its User Data (as defined below), in particular if the User:

- Provides incorrect data for the purpose of registration;
- Violates these Terms of Use or neglects to exercise sufficient care in handling his or her User Data;
- Violates any applicable laws in accessing or using the Sylvania Website;
- Has not used the Sylvania Website for a longer period.

3. Using Information, Software and Documentation Made Available on this Website

The use of any information, software and documentation made available on the Website is subject to these Terms of Use. Separately agreed license terms take priority over these Terms of Use.

Sylvania grants the User a non-exclusive and non-transferable license to use the information, software and documentation made available to the User on the Sylvania Website to the extent agreed, or, in the event of no such agreement, to use the software for the ordinary operation of the Good or Service where the software is embedded, provided none of the restrictions in section 4 apply. Where any Supplier Software is provided with limits to the number of authorised users, the User will not share usernames or passwords such that the number of users who could access the Supplier Software exceeds the number of authorised users.

Software shall be made available free of charge in object code. There shall be no obligation for source code to be made available. This shall not apply to source code of Open Source software, the license conditions of which take priority over these Terms of Use when the said software is passed on and which demand availability of the source code. In such case Sylvania shall make the source code available in return for the payment of incurred costs.

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5. Duties of the User

In accessing or using the Website you commit yourself not to:

- (i) harm other persons, in particular minors, or infringe their personal rights;
- (ii) violate any intellectual property right or any other proprietary right;
- (iii) upload any contents containing a virus, so-called Trojan-Horse, or any other program that could damage data;
- (iv) transmit, store or upload hyperlinks or contents to which the User is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful;
- (v) distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material; additionally, the User shall not solicit participation in any lottery, snowball system, chain letter, pyramid game or similar activity
- (vi) breach public order in his or her manner of use;

Sylvania may deny access to the Site at any time where the Terms of Use are violated, in particular if the User is in breach of these duties (see above).

6. Duties and Obligations of Sylvania (Viruses/ Data Privacy Protection)

Although Sylvania makes all efforts to keep the Sylvania Website free from viruses, Sylvania cannot make any guarantee that it is virus-free. The User shall, for his or her own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

For collecting, using and processing personal data of Sylvania Website Users, Sylvania complies with applicable laws on protection of data privacy and the Sylvania data privacy protection policy, available on the Internet under "Privacy Policy".

7. External Links

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8. Disclaimer

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No advice or information, whether oral or written, obtained by you from Sylvania, its affiliates, service providers or business partners or through the site shall create any warranty not expressly stated in writing.

9. Supplementary Agreements, Place of Jurisdiction, Applicable law

Any supplementary agreement requires the written form. The place of jurisdiction shall be the regular courts of Hungary. These Terms of Use shall be governed by the laws of Hungary.

10. Questions / Contact Us

If you have any questions about our practices or this Privacy Policy, please contact us as follows:

Feilo Sylvania International Group Kft.

Postal Mailing Address: Duna Tower Building, Népfürdő u 22., 1138 Budapest, Hungary

Email: compliancemanager@sylvania-lighting.com