



Revision version: 1.1
Date: 10.09.2025

Product Name : Vivares - Commissioning Handheld Application (APP) and Vivares Planning Tool - Cloud Service (PT) and EM/MA Dashboard - Cloud Service (EM/MA)
Product Brand(s): LEDVANCE
Manufacturer: LEDVANCE GmbH

In accordance with the EU Data Act (Regulation 2023/2854), we are committed to ensuring transparency and providing the information according to Art. 3 such as data type, format, storage, access, etc.

Article 3 Paragraph 3 :	Before concluding a contract for the provision of a related service, the provider of such related service shall provide at least the following information to the user, in a clear and comprehensible manner:
Article 3 Paragraph 3 (a) :	the nature, estimated volume and collection frequency of product data that the prospective data holder is expected to obtain and, where relevant, the arrangements for the user to access or retrieve such data, including the prospective data holder's data storage arrangements and the duration of retention;
	Configuration data of the already commissioned zones/networks. Including device identifiers and FW versions, network parameters, occupancy based control settings, daylight harvesting settings, switch action configuration, group configuration and scene configuration, pushbutton-action configurations and scheduled actions. Device (on/off/dim) status changes. Data size is about 10..200kB. Collection frequency: on-demand, during the commissioning / configuration process and by each device state changes. The user has no direct access for the data but the user can access, read and modify all data inside the application and on the Planning Tool. The access rights for the deployment, therefore to access the data can be shared with any other Vivares user by the user. Data is stored in the handheld mobile device until the user removes the application. A digital twin copy of the data is available in the Vivares Planning Tool. On the Vivares Planning Tool the project configuration data is kept until the user will delete the project configuration by intention or until the end of the lifetime of the cloud service.
Article 3 Paragraph 3 (b) :	the nature and estimated volume of related service data to be generated, as well as the arrangements for the user to access or retrieve such data, including the prospective data holder's data storage arrangements and the duration of retention;
	If the Vivares Gateway has no permanent Internet connection, then only the backup of the configuration data is stored in the cloud. If the Vivares Gateway has permanent Internet connection, then also all device status change reported, to enable the user for remote configuration, monitoring and maintenance. Plus, the energy consumption data of the energy measurement capable devices. Data size is 5..25MB per deployments. Traffic of Gateways with permanent internet connection: 3-15MB per day. Traffic of EM/MA: 500MB per month. Collection is always on-demand, during the commissioning / configuration process and at all device state changes. Requesting energy data is with 15 min interval. The user has no direct access for the binary configuration but all lighting network settings and configuration elements are available on the GUI of the application and in the Planning Tool. The optional EM/MA dashboard service enables the user for full energy data visualisation and export all data in CSV format. The databases and the log files in Common Log Format are stored in a tamper-proof, immutable cloud storage environment to prevent alteration or deletion, ensuring data integrity and regulatory compliance. The access is restricted to authorized customer service personnel only. 14 days, logrotate period. 13 months retain time for energy data, the configuration data is kept until the user will delete the project configuration by intention or until the end of the lifetime of the cloud service.
Article 3 Paragraph 3 (c) :	whether the prospective data holder expects to use readily available data itself and the purposes for which those data are to be used, and whether it intends to allow one or more third parties to use the data for purposes agreed upon with the use.
	Ledvance does not use any user data for own purpose. Logfiles are accessed by service personal only to assist users with service requests related to field issues in their installations. Only the energy data is shared with the supplier of the optional EM/MA dashboard service if user has purchased the optional dashboard service and provided the necessary configuration information to connect his gateways to the EM/MA service.
Article 3 Paragraph 3 (d) :	the identity of the prospective data holder, such as its trading name and the geographical address at which it is established and, where applicable, of other data processing parties;
	APP and PT Data holder: LEDVANCE GmbH, Parkring 1-5, 85748 Garching, Germany. EM/MA Data holder: Inventronics GmbH, Parkring 31-33, 85748 Garching, Germany.
Article 3 Paragraph 3 (e) :	the means of communication which make it possible to contact the prospective data holder quickly and communicate with that data holder efficiently;
	vivares-support@ledvance.com
Article 3 Paragraph 3 (f) :	how the user can request that the data are shared with a third party and, where applicable, end the data sharing;
	Sharing the raw data with 3rd party organisation is not supported by any user accessible function. In case of individual requests, please contact the above listed e-mail address.
Article 3 Paragraph 3 (g) :	the user's right to lodge a complaint alleging an infringement of any of the provisions of this Chapter with the competent authority designated pursuant to Article 37;
	In case of complaints, the user can turn to the Federal Network Agency for Electricity, Gas, Telecommunications, Post, and Railways - Bundesnetzagentur (BNetzA)
Article 3 Paragraph 3 (h) :	whether a prospective data holder is the holder of trade secrets contained in the data that is accessible from the connected product or generated during the provision of a related service, and, where the prospective data holder is not the trade secret holder, the identity of the trade secret holder;
	Therefore no trade secrets are assumed yet.
Article 3 Paragraph 3 (i) :	the duration of the contract between the user and the prospective data holder, as well as the arrangements for terminating such a contract, related service, and, where the prospective data holder is not the trade secret holder, the identity of the trade secret holder;
	The general warranty conditions are applicable

This information is provided in accordance with the requirements of the EU Data Act (Regulation (EU) 2023/2854), applicable from 12 September 2025. It is intended to inform prospective users and purchasers of the data-related characteristics associated with the connected product and/or related services described herein.

The information contained in this document is for general guidance purposes only and does not create any contractual obligations. While every effort has been made to ensure the accuracy and completeness of the data-related information, the manufacturer reserves the right to update or modify the content without prior notice to reflect changes in technology, regulation, or business practices.

The manufacturer disclaims any liability for direct, indirect, or consequential damages arising from the use, access, or interpretation of the data described in this declaration, except where such liability is mandated by applicable law including cases of intent, gross negligence, or injury to life, body, or health and mandatory legal liability.

Users are advised to consult the respective full terms of use, privacy policy, and any applicable contractual agreements before engaging with the product or service. Data access and sharing are subject to fair, reasonable, and non-discriminatory (FRAND) conditions, and may be limited by applicable trade secret protections, intellectual property rights protection, cybersecurity requirements, or data protection laws including the General Data Protection Regulation (GDPR).