

EU Data Act Compliance Statement

1. Purpose

This statement confirms that Casambi Technologies Oy complies with the requirements of the EU Data Act (Regulation (EU) 2023/2854) regarding data access, sharing, and transparency for connected products and related services.

2. Scope

This compliance applies to:

- All connected products manufactured or supplied by Casambi Technologies Oy.
- Associated digital services and APIs enabling data access and interoperability.

3. Key Compliance Measures (Article 3(2))

3.1 Type, Format, and Estimated Volume of Product Data (Article 3(2)(a))

Casambi connected products generate product data related to device operation, configuration, and user-initiated events. This includes device telemetry, configuration data, network state information, and event data such as dimming level changes, colour control, presence detection, luminance measurements, and switch usage.

Product data is provided in structured, commonly used, and machine-readable formats, primarily JSON, together with the metadata necessary to interpret and use the data, such as fixture profiles and network configuration context.

The volume of data depends on the type of product and its configuration, ranging from a few events per second of luminance monitoring sensors to single digit events per day of a luminaire on a daily schedule.

3.2 Continuous and Real-Time Data Generation (Article 3(2)(b))

Depending on product type and configuration, Casambi connected products may generate data continuously, periodically, or in near real-time. Event-based data is generated upon user actions or automation triggers. Where technically feasible, near real-time access to product data is supported.

3.3 Data Storage and Retention (Article 3(2)(c))

Casambi connected products may store data:

- On-device or within the local Casambi mesh network for operational and configuration purposes.



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- On Casambi-managed cloud infrastructure when the Casambi Mesh Network is used together with the Casambi Cloud Gateway or related cloud services.

Operational and diagnostic data made available via the Casambi Data Point API is applicable only when the Casambi Mesh Network is used together with the Casambi Cloud Gateway and is retained for a maximum of sixty (60) days.

3.4 Access, Retrieval, and Erasure of Data (Article 3(2)(d))

Users may access, retrieve, and erase product data using:

- Casambi Cloud APIs, including the Data Point API, when the Casambi Cloud Gateway is in use.
- Local connectivity solutions provided by Casambi ecosystem partners offering product-specific protocols, formats, processing, and storage terms.
- Casambi applications and tools for users with appropriate administrative rights.

Near real-time data is also available as JSON batch export via the Casambi mobile application, subject to applicable access rights.

4. EU Data Act Coverage and Evidence of Compliance

This compliance statement addresses the EU Data Act obligations relevant to providing pre-contractual information under Article 3(2) and indicates below where compliance is evidenced.

This section maps the EU Data Act chapters where compliance is evidenced in this statement. Where a chapter is listed as Out of scope, it means the chapter is not addressed by this pre-contractual Article 3(2) information document and is handled through separate contractual, operational, or legal processes.

Chapter I – General provisions (Articles 1–2): **Context**. Definitions and scope are reflected in Sections 1–2 (Purpose, Scope).

Chapter II – B2C and B2B data sharing (Articles 3–7): **Evidenced** by Section 3 (Key Compliance Measures) describing data types/formats, generation, storage/retention, and access/retrieval/erasure as required by Article 3(2).

Chapter III – Obligations for data holders obliged to make data available pursuant to Union law (Articles 8–12): **Out of scope** for this Article 3(2) pre-contractual information statement; assessed case-by-case if Casambi is subject to a specific Union-law data-sharing obligation.

Chapter IV – Unfair contractual terms related to data access and use between enterprises (Article 13): **Out of scope** for this statement; addressed through Casambi's B2B contracting process and review of data-access and data-use clauses for fairness and transparency.



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Chapter V – Making data available to public sector bodies on the basis of exceptional need (Articles 14–22): **Out of scope** for this statement; handled through legal review of any public-sector request.

Chapter VI – Switching between data processing services (Articles 23–31): **Out of scope** for this statement; addressed in separate service documentation and contracts for relevant cloud/data-processing services.

Chapter VII – Unlawful international governmental access and transfer of non-personal data (Article 32): **Out of scope** for this statement; addressed through applicable security and legal controls for data handling and disclosure.

Chapter VIII – Interoperability (Articles 33–36): **Partially evidenced by Sections 2 and 3** describing associated digital services and APIs and the use of structured, machine-readable formats (e.g., JSON). Any additional interoperability obligations are handled in product/service specifications.

Chapter IX – Implementation and enforcement (Articles 37–42): **Out of scope** for this statement.

Chapter X – Sui generis right under Directive 96/9/EC (Article 43): **Out of scope** for this statement.

Chapter XI – Final provisions (Articles 44–50), including transitional and application dates: **Out of scope** for this statement.

5. Declaration

Casambi Technologies Oy declares that it has implemented processes and technical measures to meet the obligations set forth in the EU Data Act and will maintain compliance as the regulation evolves.

6. Statement history

Date	Description
4.12.2025	Initial EU Data Act Article 3(2) Statement
30.3.2026	Revised and clarified data formats and volume estimates



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