

# HUAWEI Developers Website Terms of Use

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## 1. Website Ownership and Your Consent to the Terms of Use

The HUAWEI Developers Website Terms of Use (hereinafter, the "Terms of Use") apply to the Huawei websites at <https://developer.huawei.com/consumer> (hereinafter, the "Website" or the "Platform"). The Website is created, maintained, provided, and owned by Huawei (hereinafter, "Huawei", "we", "our", or "us", as the context may require), and its licensors. BY USING THE WEBSITE, YOU AGREE TO THE TERMS OF USE. IF YOU DO NOT AGREE TO THE TERMS OF USE, YOU SHALL NOT USE THE WEBSITE.

Although the Website is accessible from multiple countries and regions around the world, not all functions, products, or services discussed, mentioned, supplied, or provided on or via the Website are available to all persons or in all geographical locations.

We reserve the right, at our own sole discretion, to amend, modify, add, or delete any of the Terms of Use at any time. We recommend that you regularly check the changes to the Terms of Use. By continuing to use the Website after the changes have been posted, it will be deemed that you accept and agree to such changes. We will continue to grant you personal, non-exclusive, non-transferable, and limited privileges to enter and use the Site if you agree to comply with the Terms of Use.

You agree that if we conclude that you have violated the Terms or other agreements or guidelines when using the Website, we may, at our own discretion, terminate your access to the Website and/or terminate your access of the Website without prior notice to you.

## 2. Website Content

The Website and all the content thereof, including but not limited to texts, images, music, videos, animations, trademarks, patterns, charts, visual interfaces and coding, as well as the creation, design, structure, expression, and display of aforementioned content, are properties of Huawei, and are subject to the control by Huawei, or are used by Huawei with legal authorization. Unless otherwise expressly stated herein, you may not use the content of the Website for any commercial purposes in any manners without Huawei's prior written consent. You may download the information about Huawei's products and services provided by Huawei, provided that:

(1) you use such information only for personal purposes rather than commercial purposes, and you do not copy or release any such information on any networked computers or disseminate any such information via any form of media;

(2) you do not modify any such information;

(3) you do not make any further representation or warranties on such information or any documents containing such information; and

(4) you do not remove any statements or notices indicating Huawei's legal rights and interests.

### **3. Your Use of the Website**

You warrant that your use of the Website does not violate any applicable laws, regulations, policies, universally accepted customary practices, or pertinent provisions or guidelines of relevant jurisdictions, and does not infringe upon any third party's legitimate rights and interests (including but not limited to the right of privacy, intellectual property rights, right of reputation, right of portrait, and trade secrets).

You may neither access, obtain, copy, or monitor any part or content of the Website by using any device, program, or algorithm, including spider, robot, deep-link, and page-scrape, nor access, obtain, or copy any material, document, or information on the Website in any way that is NOT provided by the Website.

You may not attempt to illegally access, decipher, or use any other illegal methods to gain unauthorized access to the Website, its content, or its services. You may not trace, reverse search, crack, decipher, or in any other way gain unauthorized access to any customer information of the Website, including but not limited to the information about other users' HUAWEI ID. You may not violate any of the network security mechanisms or authentication measures utilized by the Website or those that link to the Website. You may neither probe, scan, nor otherwise test for any network weaknesses of the Website or those connected to the Website, nor launch any form of network attack against it. You agree not to use any device, software, program, or any other such measures to interfere with or try to interfere with the Website's regular operation or any of its transactions, or the use of the Website by others. You may not take actions that store unreasonable or disproportionate amount of data on the infrastructure, system, or network of the Website, or systems or networks that link to the Website.

You undertake not to publish or transmit the following inappropriate content on or via the Website, including but not limited to:

- (1) content that is defamatory, obscene, offensive, hateful, or inflammatory;
- (2) content that promotes violence based on race, gender, religion, nationality, disability;
- (3) sexual orientation, or age, or on any other grounds, and pornography;
- (4) content that violates intellectual property rights;
- (5) content that is or may be false, deceitful, or misleading;
- (6) content that encourages, advocates, fuels, or assists in any illegal activity;
- (7) content that threatens, abuses, or infringes upon third-party privacy;
- (8) content that you know or believe, or have reasonable grounds to believe, that its publication is directed at or will be directed at the target public and may be understood to directly or indirectly encourage or induce them to commit, prepare for, or incite terrorism.

Huawei may, at any time and at its own discretion, block, delete, or modify the content or information that violates any of the preceding warranties, block or delete your HUAWEI ID, or completely cancel or block your privilege to access the Website.

You shall observe the Policy Center herein when you use the services provided by Huawei, including but not limited to the distribution, promotion, joint operation, and advertising services.

#### **4. Account, Password, and Security**

You may need to register/log in to your HUAWEI ID in order to use certain functions or services on the Website. You shall be fully responsible for safeguarding the information about your HUAWEI ID, including the password thereof, and be responsible and liable for any and all actions that occur via your HUAWEI ID in the event that you fail to safeguard said information.

You shall inform Huawei without undue delay of any abnormality in your HUAWEI ID, including but limited to your password being changed or others logging in to or using your HUAWEI ID without your authorization. If you fail to keep confidential of your HUAWEI ID information and as a result, your HUAWEI ID is used by others and Huawei or other users of the Website suffer a loss, you may be held liable to compensate Huawei or other users for such loss. You may not use the HUAWEI ID of others without the HUAWEI ID holder's explicit written permission and consent. Huawei does not assume any liability for your or other's loss incurred by you not observing this provision.

## **5. Violation of the Terms of Use**

You shall agree to the following conditions:

If we believe that you have violated the Terms of Use and/or other agreements and guidelines while using the Website, we may terminate and/or block your access to the Website without providing any prior notice and at our sole discretion;

Any violation of the Terms of Use by you is deemed as an unlawful and unfair business practice causing irreparable harm to us. In such an eventuality, monetary compensation will be inadequate, and instead we will be entitled to injunctive or equitable relief based on what we consider to be suitable; and

We may terminate your access to the Website without providing any prior notice and at our sole discretion in situations including but not limited to: (1) law enforcement or other government agencies make corresponding requests, (2) you request to delete your account, (3) materials, content, or services on the Website are discontinued or modified, or (4) technical issues or breakdowns occur.

We may at any time to share information about you in the event of a request from government agencies, and to comply with laws, regulations, and legal processes that may require us to disclose such information.

In addition, we may preserve any data that you have shared or communicated with us via the Website or services on the Website. Such data may be disclosed in the event that it is required by law or we decide that it is necessary to disclose such data in order to comply with legal proceedings, enforce the Terms of Use, respond to claims made about such data violating the rights of others, and ensure that the rights, property or personal safety of us, our employees, users of or visitors to the Website, and the public are upheld and protected.

If we pursue legal action against you in the event that you violate any of the Terms of Use, you agree that we have the right to recover attorney's fees and applicable costs, and that you will pay such fees and costs as well as other relief to us. You also agree that you or any third party will not hold us liable for terminating your access to the Website following such violations of the Terms of Use.

## **6. Disclaimers**

Huawei does not make any warranty regarding the availability, continuity, and accessibility of the Website, its content, or its services. Huawei provides the Website and the content thereof on an "as-is" and "as-available" basis. You shall bear any and all

responsibilities and liabilities for your use of the Website and any and all websites linked thereto. If you are not satisfied with all or part of the Website, you can contact us at [Customer Service](#). If we cannot satisfy your requirements, your only remedy is to stop using all or part of the Website's services. Such restriction of remedy shall be an integral part of the Terms. The information released on the Website about the products and services available, including but not limited to product functions, configuration, parameters, technical specifications, and service content, may vary across countries /regions. The preceding information may vary even for the same product during different stages of its life cycle. As Huawei needs time to update such information, differences may exist between what you read on the Website and what you have purchased or what are readily available in the market. Huawei does not guarantee that: (a) the services of the Website will meet your specific requirements; (b) the services of the Website will be provided in an uninterrupted, timely, secure, or error-free manner; (c) the information obtained when you use the Website will be accurate, reliable, or complete; (d) the Website or any information downloaded via the Website will be free of defects, errors, virus, bugs, or other harmful elements; or (e) any errors or bugs in any software that constitutes part of the services of the Website will be corrected.

## **7. Limitation of Liability**

Unless otherwise prohibited by law, under no circumstance shall Huawei be liable for any and all indirect, consequential, disciplinary, incidental, or punitive damages to you, including but not limited to loss of benefits, to you due to your use of the Website, even if Huawei is aware of the possibility of such damages.

The full and maximum liability that Huawei and its partner assume for you for any and all damages or losses incurred by your use of the Website does not exceed the greater of (i) Euro €500; or (ii) the total amount of the subscription fees or similar fees that you pay for the use of the services or functions of the Website in the six (6) months before the event which caused such actual loss of yours. Some jurisdictions prohibit the limitation of liability; therefore, the aforementioned restrictions limitation may not apply to you.

## **8. Indemnification**

You agree to indemnify and hold harmless Huawei and its board members, senior executives, employees, agents, partners, and licensors from and against any and all losses, liabilities, and expenses (including attorney's fees) incurred by requests or claims filed by third parties arising out of or in relation to your use of the Website.

## **9. Independent Remedies**

The provisions of the "Limitation of Liability" and "Indemnification" of the Terms shall take effect independently, notwithstanding that such provisions are deemed to be unable

to achieve their basic purposes or unable to be enforced in accordance with laws. To the maximum extent permitted by applicable laws, both the provisions of the "Limitation of Liability" and "Indemnification" herein shall apply, regardless of whether the cause of loss is:

- (1) breach of contract;
- (2) breach of warranty;
- (3) mistakes or infringements, including negligence and misrepresentations;
- (4) strict liability; or
- (5) any other reason.

## **10. Links to Other Websites**

The Website may contain links to other independent third-party websites. Such links are provided only for the convenience of visitors to our Website. Huawei does not provide any explicit or implicit warranties regarding the content, services, and information provided on such linked websites, and such links shall not be taken as Huawei's recommendation or authorization of such websites. You, NOT Huawei, are fully responsible for making your own decisions in regards to interacting with any such linked websites.

## **11. Governing Law and Dispute Resolution**

11.1 If you are visiting this Website in the Chinese mainland that is specified in part I of Exhibit A, this Website is provided by Huawei Software Technologies Co., Ltd. You agree that the establishment, jurisdiction, and interpretation of the Terms of Use shall be governed by the laws of the People's Republic of China. You agree that this Agreement is signed in Longgang District, Shenzhen, P.R. China. Any and all disputes, compensation claims, and causes of action arising out of or in relation to the content and enforcement of the Terms of Use shall be resolved in the court with jurisdiction over the place where this Agreement is signed.

11.2 If you are visiting this Website in a country or region that is in part II of Exhibit A, this Website is provided by Aspiegel SE. You agree that the establishment, jurisdiction, and interpretation of the Terms of Use shall be governed by the laws of Ireland. You agree that any and all disputes, compensation claims, and causes of action arising out of or in relation to the content and enforcement of the Terms of Use shall be submitted to

the Irish Courts with jurisdiction in Dublin, Ireland, for litigation in the English language, without applying the United Nations Convention on Contracts for the International Sale of Goods.

11.3 If you are visiting this Website in a country or region that is in part III of Exhibit A, this Website is provided by Huawei Services (Hong Kong) Co., Limited. You agree that the establishment, jurisdiction, and interpretation of the Terms of Use shall be governed by the laws of Hong Kong (China), you agree that any and all disputes, compensation claims, and causes of action arising out of or in relation to the content and enforcement of the Terms of Use shall be submitted to the courts in Hong Kong (China) for litigation in the English language, without applying the United Nations Convention on contracts for the International Sale of Goods.

## 12. Miscellaneous

The Terms shall constitute the entire agreement between you and Huawei regarding the use of the Website, and shall supersede any and all prior written and oral agreements concluded by and between you and Huawei with regard to said subject matter hereof. With the exception of what is stipulated in other signed agreements between you and Huawei, Huawei does not accept any counter-offers against the Terms. If any provision of the Terms of Use is held to be invalid for any reason, such invalid provision shall not affect the validity of other provisions, and such invalid provision shall be deemed to have ceased to exist from the outset.

Not insisting on or not strictly requiring the performance of the Terms shall not be deemed as Huawei's waiver of any content of the Terms or its right to execute any of the Terms. No behavior of Huawei, you, or any third party may be construed as a modification to any of the Terms.

### Exhibit A – List of Countries/Regions

No.	Countries/Regions.
Part I	Chinese mainland.
	Aland Islands, Albania, Andorra, Australia, Austria, Belgium, Bonaire, Bosnia and Herzegovina, Bulgaria, Canada, Croatia, Curacao, Cyprus, Czech Republic, Denmark, Dutch Caribbean,

Part II	Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Hungary, Iceland, Israel, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, New Zealand, North Macedonia, Norway, Poland, Portugal, Ireland, Romania, Saba, Saint Vincent and the Grenadines, San Marino, Serbia, Sint Eustatius, Sint Maarten, Slovakia, Slovenia, Spain, St. Martin, St. Pierre and Miquelon (France), Sweden, Switzerland, Türkiye, Ukraine, United Kingdom, United States, Vatican City.
Part III	Other countries and regions.