

Agreement on Use of HONOR APIs

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Thank You for using HONOR's APIs, associated services and software (collectively referred to as "APIs"). The following terms and conditions (the "Agreement") constitute a legally binding agreement between You and HONOR. By clicking the "I Agree" button (or any other similar button) below or beside this Agreement, or by accessing or using any of the APIs, You shall be deemed to have fully understood and accepted this Agreement.

Additional terms may apply to You, depending on the specific APIs You used. Said additional terms will be available with the relevant APIs, and become an integral part of this Agreement if You use those APIs (this Agreement and said additional terms are collectively referred to as the "APIs Agreements"). If there is a conflict between this Agreement and additional terms applicable to a given API, the additional terms will control for that conflict.

The APIs Agreements are supplementary agreements to the HONOR Developers Service Agreement between You and HONOR, and together with the latter govern Your use of the APIs as an HONOR Developer. If You use the APIs as an interface to, or in conjunction with other HONOR products or services, then the terms for those other products or services shall also apply.

Any matters not addressed herein shall be subject to the HONOR Developers Service Agreement. In the event of any conflict between the APIs Agreements and the HONOR Developers Service Agreement, the APIs Agreements shall prevail with respect to any matters concerning Your use of the APIs.

1. Definitions

Capitalized terms not defined in this Agreement shall have the same meanings ascribed to them in the HONOR Developers Service Agreement. The following terms shall have the following meanings when used in the APIs Agreements.

1.1 "**APIs**" means HONOR's APIs, associated services and software (including but not limited to APIs, SDKs and kits). APIs are managed by HONOR and/or its Affiliates. APIs fall under the scope of "HONOR Services" as defined in the HONOR Developers Service Agreement .

1.2 "**API Client(s)**": as defined in Clause 3.1. API Client(s) fall under the scope of "Products" as defined in the HONOR Developers Service Agreement.

1.3 "**Data Controller**" means any natural persons, body corporates, public institutions, government agencies, or other organizations that, by themselves or with other entities, determine the purposes and means of processing Personal Data. Should the term with similar meanings be defined differently under applicable laws and regulations, then the meaning given to the term in the applicable laws and regulations shall prevail. For the avoidance of doubt, when the applicable law is the Personal Data Protection Law of the People's Republic of China (hereinafter "China PDPL"), this term refers to the Personal Data Processor defined by such law and when the applicable law is Personal Data Law of Russian Federation, this term refers to the Personal Data Operator defined by such law.

1.4 "**Data Processor**" means any natural persons, body corporates, public institutions, government agencies, or other organizations that process Personal Data for and on behalf of a Data Controller. Should the term with similar meanings be defined differently under applicable laws and regulations, then the meaning given to the term in the applicable laws and regulations shall prevail. For the avoidance of doubt, when the applicable law is the China PDPL, this term refers to the Consignee defined by such law.

1.5 "**HONOR**", "**we**", "**our**" or "**us**" means the signing entity determined in accordance with Clause 9 herein which provides services to You under the APIs Agreements.

2. Using Our APIs

2.1 License to You

Subject to the terms and conditions of the APIs Agreements, HONOR grants You a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to integrate, copy, and use the APIs in Your API Clients.

2.2 Your End Users

You shall require Your End Users to comply with (and not knowingly enable them to violate) applicable laws, regulations, and the APIs Agreements.

2.3 Compliance with Laws, Third-Party Rights, and Other Agreements with HONOR

You shall comply with any and all applicable laws, regulations, and third-party rights (including but not limited to laws regarding the import or export of data or software, privacy, and local laws). You may not use the APIs to encourage or promote illegal activities or violation of third-party rights. You may not violate any other agreements You made with HONOR or its Affiliates as an HONOR Developer (collectively "**HONOR Agreements**").

2.4 Permitted Access

You shall only access (or attempt to access) an API by the means described in the documentation of that API. If HONOR assigns You developer credentials (for example, passwords, keys, and client IDs), You shall use them with the applicable APIs. You may not misrepresent or mask either Your identity or Your API Client's identity when using the APIs or Your Developer Account.

2.5 API Limitations

HONOR may set and enforce limits on Your use of the APIs (for example, limiting the number of API requests that You may make or the number of End Users You may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations.

2.6 Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation of the APIs. To the limited extent the open source software license expressly supersedes the APIs Agreements, the open source license instead sets forth Your agreement with HONOR for the applicable open source software.

2.7 Feedback

If You provide feedback or suggestions about our APIs, then we may use such information without liability to You.

2.8 Non-Exclusivity

The terms of the APIs Agreements are non-exclusive. You shall acknowledge that HONOR may develop products or services that may compete with Your API Client or any other products or services.

2.9 Charging Standards and Payment Policies

The charging standards and payment policies of a given API (if any) will be subject to relevant information provided with that API on the Website.

2.10 Consequences of Violation

You understand and agree that HONOR has the right to check for Your violations upon its reasonable judgment. You irrevocably accept the results and evidence of any violations (including but not limited to the electronic evidence collected by HONOR and/or its Affiliates through technical means) regarding Your use of the APIs. The actions that HONOR takes against Your violations in accordance with the APIs Agreements shall not exempt You from the legal liabilities that You shall bear in accordance with the APIs Agreements as well as applicable laws and regulations

If HONOR suspects You to have been in breach of the APIs Agreements, You shall at HONOR's request provide information and/or evidence to explain Your suspected breach. If You fail to do so, or if HONOR reasonably believes that You are in breach of the APIs Agreements, HONOR may take one or more of the following measures:

- a. block, remove, and/or delete data, algorithms, models, and/or information, or disconnect links;
- b. require You to replace and/or modify the content in violation immediately;
- c. restrict, suspend, or terminate Your use of relevant APIs and/or Your Account (including but not limited to suspending some or all of relevant services, and stopping the provision of relevant resources);
- d. take other reasonable measures that HONOR deems appropriate.

3. Your API Clients

3.1 API Clients

You agree that HONOR may periodically audit the use of the APIs to ensure quality, improve products and services, and verify Your compliance with the APIs Agreements. This auditing may include HONOR's access to and use of Your API Client, for example, identifying security issues that may affect HONOR or its users. You may not interfere with this auditing. HONOR may use any technical means to overcome such interference. HONOR may suspend access to the APIs by You or Your API Client without notice if we reasonably believe that You are in violation of the APIs Agreements.

3.2 Security

You shall make commercially reasonable efforts to protect user information collected by Your API Client, including Personal Data, from unauthorized access or use. The protection standards shall be higher than or equal to HONOR's privacy protection standards. You shall promptly report to Your End Users any unauthorized access or use of such information to the extent required by applicable laws.

3.3 Ownership

HONOR does not acquire ownership in Your API Client, and by using our APIs, You do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

4. Prohibitions and Confidentiality

4.1 API Prohibitions

When using the APIs, You may not (or allow those acting on Your behalf to) violate the HONOR Developers Service Agreement, and You may not:

- a. sublicense an API for use by any third party. Consequently, You may not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
- b. perform an action with the intent of introducing to HONOR products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- c. reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable laws.
- d. use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of air traffic control, or life support systems).
- e. remove, obscure, or alter any terms of the APIs Agreements or any links to or notices of those terms.

4.2 Confidential Matters

- a. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by You and identify Your API Client. You shall keep Your credentials confidential and secure and take all reasonably necessary measures to prevent and discourage other API Clients from using Your credentials. Developer credentials may not be embedded in open source projects.
- b. Our communications to You and our APIs may contain HONOR's Confidential Information, as applicable. If You receive such Confidential Information, You may not disclose it to any third parties without prior express consent in writing by HONOR (as applicable). This clause 4.2.b shall survive the termination of the APIs Agreements.

5. Content

5.1 Content Accessible Through Our APIs

Our APIs may contain some third-party content in various forms (such as text, maps, images, videos, audio, or software) for which we are not responsible, but we may review content from time to time to determine whether it is illegal or violates our policies or the APIs Agreements, and we may remove or refuse to display content. HONOR is not responsible for the accuracy or political stance of any third-party content. You understand that the APIs provide content interfaces only. You may determine whether to use the content within Your control. HONOR shall not be liable for any and all losses and liabilities caused by third-party content.

Content accessible through our APIs may be subject to intellectual property rights, and, if so, You may not use it unless You are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the APIs may be restricted, limited, or filtered in accordance with applicable laws, regulations, and policies.

5.2 Submission of Content

Some of our APIs allow the submission of content. HONOR does not acquire any ownership of any intellectual property rights in the content that You submit to our APIs through Your API Client, unless otherwise specified in the APIs Agreements. For the sole purpose of enabling HONOR to provide, secure, and improve the APIs (including the related service(s)) and only in accordance with the applicable HONOR privacy policies, You hereby grant to HONOR a perpetual, irrevocable, worldwide, sublicensable, royalty-free and non-exclusive license to use the content submitted, posted, or displayed to or from the APIs through Your API Client. When You submit content to our APIs through Your API Client, You also represent and warrant that You have all the necessary rights (including the necessary rights from Your End Users) required to grant us the license for use of said content for the purposes of the APIs Agreements.

5.3 Retrieval of Content

When a user's non-public content is obtained through the APIs, You may not expose that content to any other users or third parties without appropriate legal base (such as explicit opt-in consent from that user if applicable).

5.4 Data Portability

If You are concluding this Agreement with HONOR Technologies Germany GmbH, HONOR support data portability for as long as You use or store any user data that You obtained through the APIs in the countries or regions listed in the Part II of Exhibit A in the HONOR Developers Service Agreement, You agree to enable Your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from HONOR products and services, subject to applicable laws, and You agree that You will not make that data available to third parties who do not also abide by this obligation.

5.5 Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, You may not, and may not permit Your End Users or others acting on Your behalf to, perform the following operations with the content returned from the APIs:

- a. scrape data, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- b. copy, translate, modify, and create derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- c. misrepresent the source of Content or its ownership; or
- d. remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of materials

6. Privacy Protection

6.1 By using our APIs upon prior authorization of an End User, or upon other applicable legal basis of Personal Data processing, your corresponding API Client may obtain relevant Personal Data generated during the use by such End User of products and services provided by HONOR.

(a) You are the Data Controller of the Personal Data of corresponding End User your API Client obtained from HONOR as follows:

- (i) Account API: your API Client can obtain relevant account data such as End User's name, and avatar, to allow the login;
- (ii) In-App Purchase API: your API Client can obtain relevant transaction information, such as order ID, and order details to finalize the purchase;
- (iii) Game Service API: your API Client can obtain relevant player's stats, rankings and achievements. You must not display the Game service data of an End User to other End Users without said End User's authorization;
- (iv) the APIs as described in specific terms which will obtain relevant Personal Data generated during the use by such End User of products and services provided by HONOR.

(b) Further, in accordance with Clause 9 herein:

(i) if you are contracting the APIs Agreements with Shenzhen Honor Software Technologies Co., Ltd., and your servers to receive such data shall be located in Chinese mainland, otherwise HONOR and you shall enter into a standard contractual clause lined out in Article 38 **China PDPL**.

(ii) if you are contracting the APIs Agreements with HONOR Technologies Germany GmbH, and you are located in the country that is neither part of the EEA nor has been declared adequate by a decision of the European Commission according to the mechanism lined out in Article 45 GDPR, then for export and import of such Personal Data, HONOR and you shall comply with the EU Standard Contractual Clauses provided in Data Transfer Agreement.

(iii) if you are contracting the APIs Agreements with HONOR Technologies Co., Ltd., and your servers to receive such data are not located in Russia, then for export and import of such Personal Data, HONOR and you shall comply with the Data Transfer Agreement in Compliance with Russian Legislation as provided in Data Transfer Agreement.

(iv) if you are contracting the Agreements with HONOR Information Technology Co., and your servers to receive such data are not located in Malaysia, then for export and import of such Personal Data HONOR and you shall comply with the Data Transfer Agreement.

6.2 By using our APIs, your corresponding API Client may obtain relevant Personal Data generated during the use of API Client by End User. In relation to API provided by HONOR where you are collecting End Users' Personal Data directly from End Users as a Data Controller, HONOR processes such Personal Data as your data processor in accordance with the Data Processing Addendum. And you shall specify your data processing location through HONOR Developers Platform or any additional terms, so that HONOR may process the data of your API Client and End Users at the location that you selected. You shall ensure that the data processing location that you selected complies with any and all applicable laws and regulations of the place where you and your End Users are located.

6.3 Protection of End Users' Personal Data

You warrant and undertake to protect Personal Data of all End Users. You and your API Clients shall comply with all applicable privacy laws and regulations including those applying to Personal Data. You shall provide and adhere to a conspicuous privacy policy for your API Client that clearly and accurately describes to End Users of your API Client what End User information you will collect and how you will use and share such information (including for advertising) with HONOR and third parties.

6.4 You warrant and undertake to ensure that Personal Data of End Users are only collected and used for the limited purpose which is deemed to be necessary and processed lawfully in accordance with applicable laws, and only retained for the minimum necessary period. Personal Data in your possession shall be kept safe and secure from any actual or potential abuses.

7. Termination

7.1 Termination

a. Upon termination of the HONOR Developers Service Agreement by either Party, the APIs Agreements shall terminate automatically on the same day. However, termination of the APIs Agreements by either Party will not result in the termination of the HONOR Developers Service Agreement.

b. You may stop using our APIs at any time with or without notice. If You desire to terminate the APIs Agreements, You shall provide HONOR with prior written notice and cease Your use of the applicable APIs. HONOR reserves the right to terminate the APIs Agreements for a given API or all APIs with You or discontinue the APIs or any portion or feature thereof or Your access thereto for any reason and at any time without liability or other obligation to You.

7.2 Your Obligations after Termination

Upon any termination of the APIs Agreements or discontinuation of Your access to an API, You shall immediately stop using that API, and delete any cached or stored content that was permitted by the cache header under Clause 5 herein. HONOR may independently communicate with any account owner whose account(s) is/are associated with Your API Client and developer credentials to provide notice of the termination of Your right to use an API.

7.3 Survival Provisions

When the APIs Agreements come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to Clauses 4.2, 5, 7, and 8 herein.

8. Indemnification and Limitation of Liability

8.1 LIMITATION OF LIABILITY

To the fullest extent permitted by law:

HONOR Parties shall not be responsible for lost profits, revenues, or data; financial losses; or indirect, special, consequential, exemplary, or punitive damages.

HONOR shall not be liable for any losses (direct or indirect) or damages arising out of or relate to Your use of the APIs.

You understand and agree that said HONOR Parties shall not be liable for any failure to save, modify, delete, or store Your information and data generated by Your API Clients, or any third-party information.

In all cases, said HONOR Parties shall not be liable for any expense, loss, or damage that is not reasonably foreseeable.

8.2 Indemnification

Unless prohibited by applicable laws, You shall defend and indemnify said HONOR Parties and HONOR's users from and against any and all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal affairs. The causes of loss for such expenses include but are not limited to:

- a. Your or Your End Users' misuse or illegal use of the APIs;
- b. Your violation or Your End Users' violation of HONOR Agreements;
- c. any content or data imported into or used with the APIs by You, those acting on Your behalf, or Your End Users in violation of laws, any third-party rights, or HONOR Agreements;
- d. Your violation of Your privacy compliance and cyber security obligations to any third party.

8.3 Procedure for Handling

You understand and agree that HONOR has the right to check for Your violations upon its reasonable judgment. You irrevocably accept the results and evidence of any violations (including but not limited to the electronic evidence collected by HONOR and/or its Affiliates through technical means) regarding Your use of the APIs. The actions that HONOR takes against Your violations in accordance with the APIs Agreements shall not exempt You from the legal liabilities that You shall bear in accordance with the APIs Agreements as well as applicable laws and regulations

If HONOR suspects You to have been in breach of the APIs Agreements, You shall at HONOR's request provide information and/or evidence to explain Your suspected breach. If You fail to do so, or if HONOR reasonably believes that You are in breach of the APIs Agreements, HONOR may take one or more of the following measures:

- a. block, remove, and/or delete data, algorithms, models, and/or information, or disconnect links;
- b. require You to replace and/or modify the content in violation immediately;
- c. restrict, suspend, or terminate Your use of relevant APIs and/or Your Account (including but not limited to suspending some or all of relevant services, and stopping the provision of relevant resources);
- d. take other reasonable measures that HONOR deems appropriate.

9. Contracting Entity

Please refer to the Clause headed "Distribution Area and Signing HONOR Entities" of the HONOR Developers Service Agreement.

10. Governing Law and Dispute Resolution

Please refer to the Clause headed "Governing Law and Dispute Resolution" of the HONOR Developers Service Agreement.