

Terms of Use

1. Introduction

1.1 This terms of use (the “Terms of Use”) on which you may make use of our website ([http://campaign.huawei.com/connected-stories/.](http://campaign.huawei.com/connected-stories/)) whether as a guest or a registered user. By using the Website, you indicate that you accept these Terms of Use and that you agree to abide by them. Your use of any part of the Website constitutes your acceptance of these Terms of Use which takes effect on the date on which you first use the Website. If you do not agree with these Terms of Use, you should cease using the Website immediately.

1.2 Huawei reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms, at any time, and without notice. All amended terms shall automatically and immediately take effect upon being posted on the Website, and thereafter apply to all access to [Huawei better connected-stories](#) and the use of any websites, apps, or services relevant to [Huawei better connected-stories](#). Your continued use of the Website after changes are posted constitutes your acceptance of the amended Terms of Use.

1.3 You hereby grant Huawei and its agent the right to use, copy, distribute, exhibit, broadcast, transmit, perform, publish, and display Your biographic information, voice, content of any interview, image and/or photograph and any other material you submit to us or the Website, with or without Your name, in any manner or media, including in print, the Internet, or electronically, worldwide, and for any legal purposes including but not limited to publicity, marketing, advertising and other promotional purposes. You agree that Huawei is the exclusive copyright owner of these Personas and agree that You shall have no right of review or approval, no claim to compensation, no claim arising out of or resulting from the use of these Personas in any manner, and agree to release and hold Huawei and its agent harmless for any and all such uses.

You hereby grant to us a perpetual, irrevocable, royalty-free, worldwide, non-exclusive , transferrable, sub-licensable license to use make, reproduce, demonstrate, create Derivative Works of, market, and/or otherwise distribute any material which you submit to us or the Website for the purpose of use on the Website or for generally marketing (by any means and in any media) our services. You agree that you waive your moral rights to be identified as the author and we may modify your submission.

1.4 Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

1.5 You agree to comply at all times with any instructions for use of the Website which we

make from time to time.

2. Availability of the Website, Security and Accuracy

2.1 Whilst we endeavor to make the Website available 24 hours a day, we cannot be liable if for any reason the Website is unavailable at any time or for any period. We make no warranty that your access to the Website will be uninterrupted, timely or error-free. Due to the nature of the Internet, this cannot be guaranteed. In addition, we may occasionally need to carry out repairs, maintenance or introduce new facilities and functions.

2.2 Access to the Website may be suspended or withdrawn to or from you personally or all users temporarily or permanently at any time and without notice. We may also impose restrictions on the length and manner of usage of any part of the Website for any reason.

2.3 We do not warrant that the Website will be compatible with all hardware and software which you may use. We shall not be liable for damage to, or viruses or other code that may affect, any computer equipment, software, data or other property as a result of your access to or use of the Website or your obtaining any material from, or as a result of using, the Website. We shall also not be liable for the actions of third parties.

2.4 Whilst we endeavor to ensure that information and materials on the Website are correct, no warranty or representation, express or implied, is given that they are complete, accurate, up-to-date, fit for a particular purpose and, to the extent permitted by law, we do not accept any liability for any errors or omissions. This shall not affect any obligation which we may have under any contract that we may have with you to provide you with services, including any obligation that we may have under that contract to provide you with accurate information and advice, and which we may do through a secure part of the Website available to people who use the appropriate password.

2.5 The material contained on the Website is provided for information purposes only and it shall not give rise to any commitment or obligation by us.

2.6 All trademarks and logos displayed, mentioned or otherwise used in this Website are property of Huawei or other third parties as stated if applicable. You are not permitted to use any of these trademarks or logos in any way without explicit prior written permission of Huawei or such third party as applicable.

2.7 Only authorized users can have access to and make use of password protected and/or secure areas of this Website. Unauthorized users attempting to access such areas may be subject to prosecution.

3. Registration of the Service

3.1 If you would like to sign up for <http://campaign.huawei.com/connected-stories/> account, you may sign in with your social media account (Facebook, twitter, LinkedIn, WeChat, Weibo, QQ) or fill up your details manually in the Website. After registered, you'll receive an email asking you to verify your email address. You must click on the link in this verification email to confirm your email address.

3.2 We reserve the right to close your Account, if you are found to have any intentions or actions that disrupts the Website in any way.

4. Limitation of Liability

4.1 In no event we shall be liable (whether in contract, tort, negligence, misrepresentation, restitution or under any legal head of liability) in relation to your use or inability to use or delay to use of the Website or any material in it or accessible from it or from any action or decision taken as a result of using the Website or any such material for any indirect or consequential losses, damages; costs or expenses; loss of actual or anticipated profits; loss of contracts, loss of use of money; loss of anticipated savings; loss of revenue; loss of goodwill; loss of reputation; loss of business; loss of operation time; loss of opportunity; or loss of, damage to or corruption of data; whether or not such losses were reasonably foreseeable or we had been advised of the possibility of you incurring such losses.

By registering for or attending the competition, You hereby agree that You understand and agree to release and hold harmless Huawei, its agents, and contractors from any alleged or actual liability, claims, actions, lawsuits, damages, or losses, including reasonable attorney fees arising or resulting from Your participation in the competition and supporting activities, violation of these Terms, violation of any laws or regulations, or violation of any proprietary or privacy rights, including but not limited to property damage and personal injury, whether foreseeable or unforeseeable.

4.2 To the extent the limitation of liability in Clause

4.1 is not permitted by the applicable law or competent court, then our maximum aggregate liability to you or any third party for any claim in relation to the use of this Website.

5. Third Party Websites

5.1 We have no control over and accept no responsibility for the content of any site to which a link from the Website exists (unless we are the provider of those linked sites). Such linked sites are provided "as is" for your convenience only with no warranty, express or implied, for the information provided within them. We do not provide any endorsement or recommendation of any third party site to which the Website provides a link.



5.2 You must not without our permission frame any of the Website onto your own or another person's website.

6. Severability

6.1 If any of these terms should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction which that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

7. Governing Law and Dispute Resolution

7.1 All disputes, controversies, or claims arising in connection with or in relation to the Terms of negotiation, performance, breach, existence or validity, whether contractual or tortious, shall be exclusively governed by the laws of the People's Republic of China, without reference or regard to principles of conflicts of law and submitted to the exclusive jurisdiction of the competent court of Long Gang District in Shenzhen, Guangdong for lawsuit. In the event that any parts of the Terms are held by a court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect any other parts hereof, and the Terms shall be construed as if the invalidated or unenforceable part had not been contained herein.

8. General

YOU WARRANT AND GUARANTEE THAT YOU ARE 18 YEARS OF AGE OR OLDER AND HAVE CAREFULLY READ ALL ABOVE TERMS. BY CLICKING "I HAVE READ AND AGREE TO HUAWEI'S PRIVACY POLICY AND TERMS AND CONDITIONS" AND CLICKING "REGISTER", YOU SIGNED THE TERMS FREELY AND VOLUNTARILY AND ARE CAPABLE AND LEGALLY QUALIFIED TO AGREE TO BE BOUND BY THESE TERMS AND TO INDEMNIFY HUAWEI FOR ANY VIOLATION OF THESE TERMS.