

# HUAWEI Analytics Service Agreement

Last modified: July 9, 2020

The following terms (hereinafter referred to as this "Agreement") constitute a legally binding agreement between you and Huawei regarding the HUAWEI Analytics Service. It is a supplementary agreement to the [Agreement on Use of Huawei APIs](#) signed by and between you and Huawei, which is itself supplementary to the [HUAWEI Developer Service Agreement](#). This Agreement stipulates your legal rights and obligations when using the HUAWEI Analytics Service. By checking the box next to "I have read and agreed" in the AppGallery Connect agreement pop-up window to agree to all applicable agreements to AppGallery Connect services (including this Agreement), or by checking the box next to "I have read and agreed to HUAWEI Analytics Service Agreement" below this Agreement, or by using the HUAWEI Analytics Service under this Agreement, it shall be deemed that you have fully understood and accepted the terms of this Agreement, the [HUAWEI Developer Service Agreement](#), and the [Agreement on Use of Huawei APIs](#) as of the date of your such acceptance and use ("Effective Date"). Any and all matters unaccomplished herein shall be subject to the [HUAWEI Developer Service Agreement](#) and the [Agreement on Use of Huawei APIs](#). If you do not agree to this Agreement, the [HUAWEI Developer Service Agreement](#), or the [Agreement on Use of Huawei APIs](#), you shall stop using the services under the respective agreement(s).

## 1 Definitions

Unless otherwise specified in this Agreement, the terms in this Agreement shall have the same meanings as those in the [HUAWEI Developer Service Agreement](#) and the [Agreement on Use of Huawei APIs](#). Unless otherwise stated, the following terms are defined herein as below:

1.1 "HUAWEI Analytics Service" (hereinafter, this "Service") means the collection of application development tools which Developers can use in various ways, such as collecting in-application events or attributes on terminal devices, and the cloud-side analysis service of such data collected by said development tools.

1.2 "Data Controller" means any natural person, body corporate, public institution, government agency, or any other institution that, by itself or in conjunction with others, determines the purposes and means of processing Personal Data.

1.3 "Data Processor" means any natural person, body corporate, public institution, government agency, or any other institution that processes Personal Data on behalf of a Data Controller.

1.4 "Personal Information" or "Personal Data" means any information relating to an identified or identifiable natural person ("data subject"). An identifiable natural person is a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.5 "End User" or "User" means any consumer who uses application services developed by Developers.

## **2.Rights and Obligations**

### **2.1 Your rights and obligations**

(1) You may use this Service to perform statistical analysis of your Products (including but not limited to application clients, websites, and quick applications) and the services thereof, so that you can analyze, assess, and gain insight into your Products, End Users, and relevant content.

(2) If you need to collect Personal Data through Huawei when you are using the services provided by Huawei, you shall integrate this Service in your Products in accordance with Huawei's requirements and you shall obtain your End Users' prior express consent, the only legal ground based on which may Huawei collect and upload data relating to the use of your Products by the End Users. Such data collection must comply with any and all applicable laws and regulations. You shall warrant that before signing this Agreement you have tried to observe any and all applicable laws and regulations to your best efforts, and you have confirmed that your role is "Data Controller" based on the essence of the Personal Data processing under this Service. You shall inform Huawei within a reasonable period based on your role in the data processing and relevant legal requirements, so that Huawei can respond and cooperate with you in a timely manner. You undertake to use this Service provided that you observe any and all applicable laws.

(3) You may remotely access and view your reports. You shall not use the data of End Users in this Service for any other purposes except to generate, view, and download reports. When you use and access documents, software, services, and reports, you shall comply with any and all applicable laws and regulations.

(4) You agree and undertake NOT to attack or interfere with the networks and servers of this Service, or otherwise interrupt the use of this Service by other Developers.

(5) You shall provide Huawei with necessary usage scenarios of your Products so that Huawei may, at its own discretion, provide targeted solutions that conform to the market positioning of your Products.

## 2.2 Huawei's rights and obligations

(1) If you have not used your Analytics Service account for twelve (12) consecutive months, Huawei has the right to disable and reclaim your permission to use this Service, and reclaim relevant resources.

(2) Huawei does not guarantee the authenticity, accuracy, integrity, validity, and timeliness of related analysis reports, user group tags, user group profiles, and related data in this Service, and does not guarantee that this Service can fully meet your expectations. Within the maximum scope permitted by law, Huawei does not assume any responsibility or liability for the result of any of your behaviors when you use this Service.

(3) You clearly understand and agree that Huawei will provide the Analytics Service on an as-is and as-available basis. Huawei will make reasonable efforts to provide corresponding security measures based on the existing technologies to ensure the security and normal operation of this Service.

(4) Huawei may collect diagnostic information about your use of this Service to help improve it.

(5) Huawei reserves the right to change, update, modify, transfer, suspend, and terminate this Service at any time when it deems proper, as well as the right to develop new modules, functions, or different language versions of this Service. This Agreement shall apply to the provision of any and all such new modules, functions, and versions of this Service, unless otherwise stated.

## 3 Privacy

3.1 You acknowledge and agree that Huawei shall act as your Data processor, and process End Users' Personal Data in accordance with the [AppGallery Connect Data Processing Addendum](#) which is an integral part of the [HUAWEI Developer Service Agreement](#), when Huawei provides this Service to you.

3.2 You shall neither transfer nor assist or allow any third party to transfer to Huawei any information that can be used or identified as Personal Information. You undertake to observe any and all applicable laws, regulations, and policies relating to the collection, use, processing, and sharing of Personal Information. You must develop and release a privacy policy and provide it to the End Users. In such privacy policy, You must disclose the use of this Service and how it collects and processes data as well as take reasonable commercial efforts to ensure that notification is given to End Users for them to learn about the storage and access of device identifiers or other information on their

devices, as well as related activities and services, provide information according to laws, and obtain End Users' consent, when applicable.

3.3 You agree and undertake NOT to collect the Personal Data of minors. If the target End Users of your Products are minors, you shall guarantee that minors can use your Products only if such use is under adult supervision.

## **4 Termination of This Agreement**

4.1 If either Party terminates the [HUAWEI Developer Service Agreement](#) or the [Agreement on Use of Huawei APIs](#), this Agreement shall automatically terminate on the same day.

4.2 You may terminate this Agreement by disabling Analytics Service for all your apps.

4.3 If Huawei decides to discontinue Analytics Service or make major changes to it, Huawei reserves the right to terminate this Agreement after informing you in advance.

4.4 Termination of this Agreement does not entail automatic termination of the [HUAWEI Developer Service Agreement](#) and [Agreement on Use of Huawei APIs](#) signed by and between you and Huawei.

4.5 If this Agreement is terminated, Huawei has the right to delete all the Analytics Service permissions and resources stored on your Developer Account.

## **5 Distribution Area and Signing Huawei Entity**

You acknowledge and agree that the provisions regarding the distribution area and the signing Huawei entity under this Agreement shall be subject to the Clause of "Contracting Entity" in the [Agreement on Use of Huawei APIs](#).

## **6 Governing Law and Dispute Resolution**

You acknowledge and agree that the provisions regarding the governing law and dispute resolution under this Agreement shall be subject to the Clause of "Governing Law and Dispute Resolution" in the [HUAWEI Developer Service Agreement](#).