

## POCO Launcher User Agreement

POCO Launcher (hereinafter referred to as the "Product") is a mobile phone operating system designed, operated, and owned by Xiaomi Inc., a company incorporated under the laws of the People's Republic of China with registered offices at #6, 6th Floor, Building 6, 33 Xi'erqi Middle Road, Haidian District, Beijing 100085 China, and its affiliates within the Xiaomi Group (collectively, "Xiaomi", "we", "our", or "us").

Please read this Agreement carefully and fully, including but not limited to the sections on Disclaimers and limitation on liabilities and Indemnification, and understand and choose to accept or not to accept this Agreement. Minors should read this Agreement accompanied by a legal guardian. Xiaomi may suspend services or stop providing the Product to you if you do not comply with our terms and policies. By your account creation, sign-in, and usage of the Product and its services, you are deemed to have read and understood, and agree to accept and be bound by, the terms and conditions of this Agreement as well as other agreements and rules in connection with this Agreement.

Your acceptance of this Agreement constitutes your voluntary acceptance to be bound by all terms, including acceptance of any modifications made by Xiaomi to any terms of service at any time. This Agreement can be updated by Xiaomi at any time. Once the updated Agreement terms are announced, they will replace the original terms without further notice. Users can check the latest version of this Agreement in POCO Launcher. After Xiaomi modifies the relevant terms of this Agreement, if the user does not accept the modified terms, they should stop using the Product immediately. The User's continued use of the Product will be regarded as acceptance of the modified Agreement.

### 1. About POCO Launcher

POCO Launcher is a lightweight, high performance smartphone operating system from Xiaomi. It features personalisation settings and a complete set of security solutions to ensure a private usage environment for users. The following are some of the main features of POCO Launcher:

#### 1.1 Apps and app management

POCO Launcher provides users with a variety of ways to organise and search for apps on their devices. All apps are stored in the App drawer, so the Home screen stays simple and tidy. Users also receive smart recommendations to install apps they might need. Recently installed and used apps are displayed in the top part of the App drawer. Apps are automatically grouped according to their categories, but alternatively can be grouped by the color of their icon.

#### 1.2 Home screen personalisation

POCO Launcher offers multiple options for Home screen personalisation. During the initial setup, users can select wallpapers according to their preferences. They can also browse, download, and use different themes and wallpapers in the Xiaomi Theme Store. Themes also allows users to replace existing icon packs with other designs. Users can filter and drag apps to

rearrange them.

### 1.3 Basic system features

POCO Launcher provides users with convenient features such as a clock widget displaying the time and date, shortcuts, and message reminders.

### 1.4 Privacy and security

Among the privacy and security-related features of POCO Launcher, there is one that allows you to hide specific apps so that only you can see and use them.

## 2. Third-party products and services

### 2.1 When using this product, third-party products or services can be accessed by:

**Integrated links:** Search suggestions embed the links into services provided by third parties in order to provide the corresponding services to the user.

**Direct links:** When users search for apps on their device, app recommendations provide links to third-party app markets in order to provide the corresponding services to the user.

**Embedded third-party services:** In order to support some Product features, we embed third-party services. These provide services such as recommendation of personalised ads.

**Use of system interfaces:** Some Product features require the use of system interfaces to provide services to users; for example, uninstalling apps.

**2.2 You understand that third parties operating these services may ask you to provide personal information.** When you use the above services, POCO will provide agreements and rules for you to review and to which you may agree or disagree. Once you start using the services listed above, you will be regarded as having understood and agreed to be bound by the relevant agreements and rules for the related service. POCO Launcher specifically reminds you to ensure that you have carefully read the user agreement, privacy policy, and other documents of the third party, provide personal information to the extent necessary for your needs, and properly protect your own personal information. If you have any disputes or suffer any losses due to the use of third-party products or services, you shall resolve the dispute with the third party yourself. POCO Launcher does not assume any legal responsibility for the aforementioned disputes or losses.

## 3. Instructions for use

**3.1 Some of POCO Launcher's services require connection to Wi-Fi or mobile data to be able to work properly.** You shall bear all related communication fees as well as fees from third-party carriers and service providers. If you participate in any activities which contain value-added services, you should contact your carrier for more fee-related information.

## 4. Terms of use

**4.1 You may only use the Product in accordance with all applicable laws and to utilise the services that may be offered on the Product.** You agree not to use the Product for any purpose that is unlawful, illegal, or forbidden by these terms or any applicable laws. Xiaomi may, at its sole discretion, at any time and without prior notice or liability, suspend, terminate, or restrict

your access to the Product (or any portions thereof) if it is discovered or it comes to Xiaomi's notice that you have breached this Agreement or any applicable laws.

#### 4.2 You understand and acknowledge the following:

Due to business development needs, we have the right to unilaterally change, suspend, restrict, terminate, or withdraw all or part of the service content of this Product at any time without any notice, and Users must bear this risk.

We may include advertisements in the Product. You agree to the display of advertisements and information about promotions and events from us and our related parties or cooperators while using the Product.

We have the right to suspend, at our sole discretion or determination, any content that violates the laws and regulations in any jurisdiction or the terms of this Agreement; that infringes upon, prejudices, or threatens any right or safety; or that impersonates others. We also retain the right to take proper legal action, including but not limited to removing any illegal or infringing content, suspending the qualifications of violators and saving relevant information and reporting to relevant authorities based on applicable laws and regulations.

#### 4.3 Users may not undertake any of the following actions:

Sell, lease, transfer, release, or make other commercial use of the content from the Product (including but not limited to Product content, advertisements, or sponsored content).

Copy, change, reverse engineer, disassemble, decompile, or uninstall this Product, attempt to export the source code of this Product, decode this Product, or otherwise analyse or copy the source code or concept of this Product.

Attempt to gain unauthorised access to any portion or feature of the Product, or any other system or network connected to the Product or to any server, computer, network, or to any of the services offered on or through the Product by hacking, password mining, or any other illegitimate means.

Avoid, bypass, remove, deactivate, impair, decode, or otherwise circumvent any technological measure implemented by Xiaomi or any third party partner.

Carry out any activities endangering computer network security by using or targeting this Product, including but not limited to: use of unauthorised data or access to unauthorised servers/accounts; unauthorised access to public computer networks or other computer systems, and deletion of, modification of, or addition to stored information; attempts to interfere or destroy the normal operation of the system or network of this Product, intentional spreading of malicious programs or viruses, and other acts that disrupt the normal network information services; or falsification of names or partial names of TCP/IP packets.

Violate any specific regulations that may apply to the Product, public order, best practices, or any other code of conduct; or perform any actions that infringe upon the legitimate rights and interests of other individuals, companies, social groups, or organisations.

4.4 All information provided by you will be governed by the terms of the Privacy Policy. The terms of the Privacy Policy form part of this Agreement, and will be binding on you at all times.

### 5. Intellectual property rights and license

5.1 Xiaomi has legal rights to the information contained in this Product, which is protected by intellectual property rights or related laws and regulations. Such rights include but are not limited to ownership, intellectual property rights (whether or not such rights have been registered, and whether or not they still exist in the world anywhere) and other related interests.

Without Xiaomi's written permission, no one may copy or use this Product for other purposes (including but not limited to monitoring, copying, disseminating, displaying, mirroring, uploading, or downloading through any robot, web crawler, or other program or device).

5.2 Xiaomi grants you a limited license to access and use this product for personal, non-commercial use. This license is non-transferable and does not permit you to download, copy, create derivative works from, modify, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of, sell, sublicense, grant an interest in, or otherwise transfer any of the above rights. You have no right to use Xiaomi's trade names, trademarks, service marks, logos, domain names, and other unique brand features. Except as expressly provided for in this Agreement, no part of the Product may be copied, reproduced, redistributed, or reproduced in any way (including mirroring) for publication, distribution, or other commercial purposes without Xiaomi's prior express written consent. This includes uploading, posting, publicly displaying, encoding, translating, transmitting, or distributing Product content to any other computer, server, website, or media. Any unauthorised use of this product may result in the immediate revocation of the license granted to you by Xiaomi.

## 6. Force majeure

6.1 Neither Xiaomi nor you shall bear any liabilities for any consequences resulting from failure or delay in performing any obligations under this Agreement due to any event beyond their reasonable control ("force majeure events").

6.2 If such a force majeure event continues, either party reserves the right to terminate this Agreement or suspend the performance of any obligations hereunder and resume performance after a certain respite period. Both parties shall take reasonable steps to end the force majeure event or find a solution such that they can continue to perform their obligations if the event continues.

## 7. Disclaimer and limitation of liabilities

7.1 The Product and all content therein are provided on an "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Xiaomi expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance.

7.2 Notwithstanding any conflicting provisions that may be contained in this Agreement, Xiaomi and its affiliates and each officer, director, employee, or any related party shall not be liable for any indirect, incidental, special, or consequential damages arising out of this Agreement, and shall have no liability for any loss of revenue or profits arising out of or in connection with this Agreement, even if Xiaomi has been informed in advance of the possibility of such damages.

7.3 To the maximum extent permitted by law, you waive, release, discharge and hold Xiaomi, its affiliates, and each of their directors, officers, and employees, harmless from any and all claims, losses, damages, liabilities, expenses and causes of action arising out of your use of the Product.

## 8. Indemnification

You shall indemnify and hold harmless Xiaomi, its affiliates and their respective officers, directors, agents, and employees from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, or other costs or expenses of any kind or nature, including reasonable attorneys' fees, arising out of or related to your breach of the Agreement, Privacy Policy, or your violation of applicable laws or the rights of a third party, or your use of the Product.

#### 9. Applicable laws and dispute resolution

This Agreement shall be governed and construed in accordance with Chinese laws. All disputes arising out of or in connection with this Agreement shall be submitted to a court with jurisdiction in Haidian District, Beijing for resolution.

#### 10. Miscellaneous

10.1 If some terms of this Agreement are invalid or unenforceable for whatever reason, the remaining provisions shall still be valid and legally binding on you and Xiaomi.

10.2 This Agreement may be provided in Chinese, English and other languages. If there is a conflict between the versions in different languages, the English version shall prevail.

10.3 If you have any concerns regarding the Product or this Agreement, please contact: [global-poco@xiaomi.com](mailto:global-poco@xiaomi.com).

This Agreement was last updated on 6 August 2018.