

## HUAWEI AR TERMS OF SERVICE

IMPORTANT – READ CAREFULLY. THESE TERMS OF SERVICE (“TERMS”) ARE A LEGAL AGREEMENT BETWEEN YOU AND MINDCONSOLE PTY LTD ACN 152 074 505 (“MINDCONSOLE”) FOR THE HUAWEI AR MOBILE APPLICATION AND ANY OF ITS RELEVANT SOFTWARE OR DOCUMENTATION (COLLECTIVELY, THE “SERVICE”) PROVIDED BY MINDCONSOLE, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS OR LICENSORS. BY AGREEING TO THESE TERMS OR BY INSTALLING OR OTHERWISE USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT INSTALL OR USE THE SERVICE. IF THESE TERMS CHANGE AND YOU DO NOT AGREE TO THE CHANGE/S, YOU MUST STOP USING THE SERVICE.

### SERVICE DESCRIPTION

“Huawei AR ” is a smartphone application that is designed to help people experience that Huawei ICT Roadshow events. It incorporates inclusion of event maps, promotional material and interaction between event attendees.

#### 1. Grant of License

Subject to the these Terms, you are granted a limited, non-exclusive, and revocable license to access and use the Service. The services and features provided by the Service or Updates (defined below) may vary or be limited depending on certain factors, including, without limitation, your country, device, operating system, or network operator. Unless you are 18 years of age or older, you are not permitted to enter into these Terms or use the Service unless your parent or legal guardian understands and consents to the terms and conditions of these Terms. If you are a parent or guardian permitting a person under the age of 18 (“Minor”) to use the Service, you agree to: (i) supervise the Minor’s use of the Service; (ii) assume all risks associated with the Minor’s use of the Service, (iii) assume any liability resulting from the Minor’s use of the Service; (iv) ensure the accuracy and truthfulness of all information submitted by the Minor; and (v) assume responsibility and are bound by these Terms for the Minor’s access and use of the Service.

2. Reservation of Rights and Ownership This Service includes software and data provided by third parties. You acknowledge that the Service is proprietary to Mindconsole and its licensors, and protected under applicable copyright, trade mark and other intellectual property laws and treaties. These Terms and your use of the Service do not grant you any ownership interest in or to the Service, and you are granted only a limited license to use the Service, that is revocable in accordance with these Terms. You may not use the Service to reproduce copyrighted materials, or materials you do not have the right or legal approval to reproduce.

3. Restrictions Except to the extent that mandatory local law requires that you be able to do so, you may not (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms of the Service; (ii) modify or disable any features of the Service; (iii) create derivative works based on the Service; (iv) rent, lease, lend,

sublicense or provide commercial hosting services with the Service; (v) infringe Mindconsole's intellectual property rights or those of any third party in relation to your use of the Service (to the extent that such infringing use is not licensed by these Terms); (vi) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking or inserting malicious code, including viruses, or harmful data, into the Service or any operating system; (vii) use the Service in a way that could damage, disable, overburden, impair or compromise Mindconsole's systems or security or interfere with other users; and (viii) collect or harvest any information or data from the Service or Mindconsole's systems or attempt to decipher any transmissions to or from the servers running the Service.

4. Update, change or suspension of the service Mindconsole may, at any time, provide or make available updates or upgrades to the Service ("Updates"), including without limitation bug fixes, service enhancements, new features, deletion of existing functions, or modifications of the Service. Updates will be governed by these Terms unless separate terms and conditions are provided with such Updates, in which case those separate terms and conditions shall govern the Updates. Updates for security software or critical bug fixes or other important Updates may be automatically downloaded and installed given the importance of receiving such Updates in a timely manner to help protect you and other users. Where an Update will materially alter the Service, Mindconsole will provide you with notice of the Update, where practicable. Mindconsole expressly reserves the right to change, suspend, remove, limit the use of or disable the access to the Service or any portion thereof at any time on reasonable notice where practicable and, subject to local law, including the Australian Consumer Law (as set out in schedule 2 of the Competition and Consumer Act 2010 (Cth)), without liability to you.

5. Third party services and content Third party services and/or content may also be available to you through the Service. Subject to clause 11.a, Mindconsole disclaims any warranty, condition or representation in respect of any third party services or content in any aspects including, but not limited to, quality, accuracy, effectiveness, lack of viruses, non-infringement of third party rights and compliance with any applicable laws or regulations. The use of third party services and content may be governed by such third party provider's terms of use, license agreement, privacy policy, or other such agreement. These Terms will not affect your legal relationship with such third party providers. Certain portions of the Service may be subject to open source licenses, in which the terms of such open source licenses may precede the terms of these Terms with respect to that portion of the Service.

#### 6. Privacy and Consent for Collection and Use of Data

You agree to Mindconsole's use, collection and disclosure of personal information about you, and all other personal data and information provided through the Service or otherwise, including but not limited to, internet access information, device information and settings, application settings, messages, email, calendar and contact list information, photographs, documents and video recordings in accordance with these Terms. You agree that Mindconsole and Mindconsole's partners may collect, store and use this data for the purpose of providing you with the Service, restoring your device, improving and enhancing the Service, for other purposes referred to in these Terms, the Privacy Policy and for other

related purposes. If you do not provide personal information to Mindconsole about you when requested, Mindconsole may not be able to provide you with access to some or all of the Service or content or other information contained on the Service. You acknowledge and agree that Mindconsole may disclose your personal data to third parties, including but not limited to, third party suppliers, content providers, Mindconsole's related bodies corporate (within the meaning given to that term in the Corporations Act 2001 (Cth)) and partners and other parties in order to provide the Service and for any other purposes set out in the Privacy Policy or these Terms. Such disclosure may include disclosure to third parties located outside Australia, including in the United States, Germany and Austria. You acknowledge that by giving consent to the disclosure of your data to these overseas recipients, Mindconsole will not have an obligation under Australian privacy law to take reasonable steps to ensure that those overseas recipients do not breach Australian privacy law in relation to that data. However, where practicable in the circumstances, Mindconsole will take reasonable steps to ensure that overseas recipients use and disclose such personal data in a manner consistent with these Terms and the Privacy Policy. The Privacy Policy explains: (i) how Mindconsole collects, uses, discloses, protects and handles your personal information; (ii) how to access and seek correction of your personal information; (iii) how you can lodge a complaint regarding the handling of your personal information; and (iv) how Mindconsole will handle any complaint. Mindconsole may update the Privacy Policy from time to time, so you should periodically review the Privacy Policy.

7. Data access Some features of the Service may require your mobile device to have access to the internet and may be subject to restrictions imposed by your network or internet provider. The Service may require access through your mobile network, which may result in additional charges depending on your payment plan. In addition, your enjoyment of some features of the Service may be affected by the suitability and performance of your device hardware or data access.

8. Compliance with law You acknowledge and agree to comply with any and all applicable laws and regulations in using the Service.

9. Termination These Terms are effective until terminated. You can terminate these Terms by ceasing your use of the Service, and uninstalling, deleting and returning all related software, documentation and other materials provided by Mindconsole. Should you not comply with the provisions of these Terms, your rights based on these Terms will be automatically terminated on reasonable notice, where practicable, from Mindconsole. Upon termination of these Terms (or where Mindconsole has terminated the Terms, immediately on notice), you must immediately cease all use of the Service. For clarity, Mindconsole may terminate these Terms and the Service by providing notice to you (such notice may be provided via service website, pop-up through application, email, etc.).

10. Disclaimer of warranty SUBJECT TO CLAUSE 11.A, THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR CONTRACTUAL CONDITIONS OF ANY KIND FROM MINDCONSOLE. MINDCONSOLE DISCLAIMS ALL WARRANTIES OR OTHER TERMS WHETHER EXPRESSED, IMPLIED, OR STATUTORY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU

FROM MINDCONSOLE OR ITS AFFILIATES SHALL BE DEEMED TO ALTER THIS DISCLAIMER BY MINDCONSOLE REGARDING THE SERVICE, OR TO CREATE ANY WARRANTY OF ANY TYPE FROM MINDCONSOLE.

11. Limitation of Liability a. Mindconsole does not limit or exclude liability for any types of loss or damage for which liability cannot, under applicable law, including the Australian Consumer Law, be excluded or limited, to the extent that the applicable law prevents such exclusion or limitation, or to the extent that a court of competent jurisdiction judges that such an exclusion or limitation would be ineffective under applicable law. b. Subject only to clause 11.a, Mindconsole shall not be liable to you or any third party for any loss, damage, cost, expense, or other liability, for any amount and of any description, in connection with the Service or your use of it, and you hereby irrevocably release and agree to hold harmless Mindconsole from any claim, action or proceeding in connection with the Service or your use of it. You further acknowledge and agree that Mindconsole has provided the Service at no cost, on the basis of Mindconsole having no liability to you and in reliance on your forgoing release of Mindconsole from any claim, action or proceeding in connection with the Service.

12. Indemnification a. You agree to indemnify, defend, and hold harmless Mindconsole, its contractors, employees, and agents from any claims, losses, damages, liabilities (including legal fees and expenses) arising out of or in connection with your use of the Service, your violation of the rights of any third party, or any breach of these Terms. b. For the avoidance of doubt, clause 12.a does not apply in relation to any claims, losses, damages, liabilities (including legal fees and expenses) directly caused by Mindconsole.

13. Applicable Law These Terms are governed by and are to be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives any right to object to proceedings being brought in those courts.

14. Entire Agreement These Terms, the Privacy Policy, and each in-Service warning and disclaimer, are the entire agreement between you and Mindconsole relating to the Service and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Service or any other subject matter covered by these Terms. If any provision of these Terms is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

V1. Published on 5th of March, 2017