

Important Notice

Xi'an Fengyu Information Technology Co., Ltd. (hereinafter referred to as "Fengyu") hereby reminds the user to carefully read and fully understand the Software License and Service Agreement (hereinafter referred to as "this Agreement"). **The user shall carefully read and fully understand the terms of this Agreement, in particular those relating to the exemption or limitation of Fengyu's liability, dispute resolution, and applicable laws. The terms relating to the exemption or limitation of liability have been marked in bold. You should read them carefully. Please read carefully and choose to accept or not accept this Agreement (a minor should be accompanied by his/her legal guardian while reading this Agreement). By downloading, installing, and using the software, as well as obtaining and logging into your account, you agree to accept this Agreement and to be fully bound by its terms.**

Fengyu reserves the right to amend this Agreement. Updated terms of this Agreement will be published on the official website or in the software and become effective from the date of publication. The user can re-download and install the software or view the latest version of the terms of this Agreement on the website. **After Fengyu has amended the terms of this Agreement, if you do not accept the amended terms, please immediately discontinue use of the "Mi Walkie-Talkie" software and services provided by Fengyu. The user's continued use of the "Mi Walkie-Talkie" software and services provided by Fengyu will be deemed acceptance of the amended terms of this Agreement.**

I. General Provisions

1.1. This Agreement is the agreement entered into by and between you (hereinafter referred to as the "User") and Fengyu and its operating partner (hereinafter referred to as the "Partner") concerning the download, installation, and use of the "Mi Walkie-Talkie" software (hereinafter referred to as the "Software") by the User, as well as the terms related to the use of Fengyu's services.

1.2. The Software and services are provided by Mi for installation on (including but not limited to) mobile smart terminal devices, to synchronize the data collected by the Fengyu products, assist the Fengyu products to complete the feature settings and provide services for you.

1.3. The ownership and right-to-operate of the Software and services shall be vested in Fengyu.

II. Scope of Software Licensing

2.1. Fengyu grants the User a personal, non-transferable and non-exclusive license to use the Software without the right to sublicense.

2.2. The User can install, use, display, and run the Software on a single mobile end device for non-commercial purposes. However, the User shall not install, use, or run the Software for commercial operation purposes. The User shall not copy, alter, or modify any data of the Software, or any data released to the memory of any end device during the running of the Software and the interactive data generated between the client and the server during the running of the Software, or run the Software with plug-ins, or create any derivative work in any form, including but not limited to plug-ins, add-ons, or any relevant systems for accessing the Software through unauthorized third-party tools/services. If you need to sell, copy or distribute the Software commercially, e.g. software pre-installation and bundling, you must obtain the written authorization and license from Fengyu.

2.3. Without the permission of Fengyu, the User shall not install the Software on other terminal devices that are not expressly permitted by Fengyu, including but not limited to set-top boxes, game consoles, televisions, DVD players and so on.

2.4. The User may make a copy of the Software for the purpose of using the Software and services, but it shall be used only as a backup. The backup copy must contain all the copyright information contained in the original software.

2.5. Except as expressly authorized by this Agreement, Fengyu does not grant other rights to the User. If the User intends to use any other right, the written consent from Fengyu shall be obtained in advance.

3. Software Acquisition, Installation, and Upgrades

3.1. The User shall download and install the Software from the website or in the manner designated by Fengyu. Be careful not to download the Software from non-designated websites, so as to prevent mobile devices from being infected with malicious programs that can destroy user data and obtain the user's private information. If you acquire the Software or the installation program with the same name as the Software from a third party that has not been authorized by Fengyu, Fengyu cannot guarantee it will be used normally and Fengyu accepts no liability for any loss thereby caused to you.

3.2. User must select the Software version that matches the terminal device it is to be installed on. Otherwise, any software problems, device problems or damages resulting from using an incompatible software version on the device model shall be solely assumed by the User.

3.3. In order to improve User experience and optimize service content, Fengyu reserves the right to provide replaced, modified and upgraded version of the Software, and also reserves the right to charge for such replacement, modification or upgrading, but will obtain your consent in advance for such charges. The Software will enable "upgrade prompt" feature by default for the User. Depending on the Software version used by the User, Fengyu provides the User with the discretion to or not to enable the said feature. After the new version of the Software is released, Fengyu does not guarantee that older versions of the Software will continue to be usable.

4. Usage Specifications

4.1. The User may use the Software and services in accordance with this Agreement and the law. The User shall not commit the following acts:

4.1.1 Delete any copyright information on the Software and other copies, or modify, delete, or circumvent the technical measures set by the Software for the protection of intellectual property rights;

4.1.2 Perform reverse engineering of the Software, such as disassembly, decompilation, or other attempts to obtain the source code of the Software;

4.1.3 Adding, removing or changing the features or running effects of the Software by modifying or forging the instructions and data during the running of the Software, or otherwise operate or disseminate to the public the software or methods used for the purposes described above, regardless of whether or not such actions are performed for commercial purposes;

4.1.4 Use the Software to commit any acts detrimental to network security, including but not limited to: using unauthorized data or accessing unauthorized servers/accounts; unauthorized access of public networks or the operating system of others, and deleting, modifying or adding any stored data; unauthorized attempts to detect, scan, or test the Software system or network weaknesses, or perform other actions to disrupt network security; attempt to interfere with or destruct the normal operation of the Software system or website, deliberately spread malicious programs or viruses, or carry out other acts that disrupt or interfere with normal network information services; forge the names or partial names of TCP/IP data packets;

4.1.5 The User logs into or uses the Software and services through a third party compatible software or system which was not developed, authorized, or approved by Fengyu Corporation, or makes, publishes, or disseminates the tools described above;

4.1.6 Without the written consent of Fengyu, the User performs action on the Software or the data contained therein including but not limited to the following: using, leasing, copying, modifying, linking to, reproducing, compiling, releasing, publishing or establishing a mirror site for or using the Software without authorization to develop related derivative products, works, services, plug-ins, bots, compatibility or interconnection;

4.1.7 Use the Software to publish, transmit, disseminate or store any content that violates the laws of the region you are currently living in. If you are a user residing in the mainland of the People's Republic of China, using the Software to publish, transmit, disseminate, or store any content that violates national laws, endangers national security, reunification of the motherland, social stability/public order, or any improper, offensive, obscene or violent content, or any content in violation of national laws and regulations;

4.1.8 Use the Software to publish, transmit, disseminate or store any content that infringes upon the legitimate rights and interests of others, such as intellectual property rights and trade secrets;

4.1.9 Use the Software to publish, transmit, or disseminate advertising information or spam in bulk;

4.1.10 Use the Software and other services provided by Fengyu, in any unlawful manner, for any unlawful purpose or in any manner inconsistent with the licensed usage under this Agreement;

4.2. Information Publication Specifications

4.2.1 You may use the Software to publish information such as views, data, text, information, user names, pictures, photos, personal information, audio or video files, links and so on that are created by you or that you have the right to publish. You must guarantee that you have the intellectual property rights, or you have obtained the legal authorization of the information uploaded by you, and that your use of the Software and services does not infringe on any legitimate rights or interests of any third party.

4.2.2 While using the Software, you are required to comply with local laws and regulations. If you are a user residing in the mainland of the People's Republic of China, you must comply with the requirements of the "Seven Baselines," including the laws and regulations of China, the socialist system, the country's interests, the legitimate rights and interests of citizens, the social public order, morals, and data authenticity.

4.2.3 You shall not use the Software to commit following acts, including but not limited to:

4.2.3.1 Creating, copying, publishing, disseminating, or storing any content in violation of the region's national laws and regulations. If you are a user residing in the mainland of the People's Republic of China, engaging in the behaviors described in Items (1) to (11) below:

- (1) Any content that is against the basic principles established by the Constitution;
- (2) Any content endangering national security, divulging state secrets, subverting state power, or undermining national unity;
- (3) Any content that harms state honor and interests;
- (4) Any content that incites national hatred or ethnic discrimination, or destroys national unity;
- (5) Any content that undermines the national religious policy or promotes cults or feudal superstitions;
- (6) Any content that disseminates rumors, disturbs the social order, or undermines social stability;
- (7) Any content that disseminates obscenity, pornography, gambling, violence, murder, or terror or instigates crimes;
- (8) Any content that insults or slanders others, or infringes on the legitimate rights and interests of others;

(9) Any content that incites illegal assembly, association, processions, demonstrations, or gatherings to disrupt social order;

(10) Any content about activities carried out in the name of illegal non-governmental organizations;

(11) Any other content prohibited by laws and administrative regulations.

4.2.3.2 Publishing, transmitting, disseminating, or storing any content that infringes on legitimate rights such as the right to honor, the right of portrait, intellectual property rights, and the trade secrets of others;

4.2.3.3 Making up facts or concealing the truth to mislead or deceive others;

4.2.3.4 Publishing, transmitting or disseminating advertising information or spam;

4.2.3.5 Engaging in any other behavior that violates local laws and regulations.

4.2.4 Without the permission of Fengyu, you shall not carry out any commercial activities in the Software, such as advertising and selling merchandise.

4.3. You understand and agree that:

4.3.1. Fengyu will determine whether the User is suspected of violating the above-mentioned usage specifications and, based on the result of such determination, suspend or terminate the use license granted to you or take other restrictive measures that may be taken in accordance with this Agreement;

4.3.2. Fengyu will directly delete any information suspected of being unlawful or infringing the legitimate rights of others or violating this Agreement, which is published by the User during use of the licensed Software;

4.3.3. If you violate the above-mentioned usage specifications and thus cause damages to third parties, you need to assume the liability in your own name independently and to hold Fengyu harmless from and against any loss or expense arising therefrom;

4.3.4. The User shall indemnify and hold harmless Fengyu from and against any and all losses, third-party claims, administrative penalties, damages and/or expenses, including reasonable attorney fees, investigation and evidence collection costs, incurred or suffered by Fengyu resulting from the User's violation of relevant laws or breach of this Agreement.

5. Privacy Policy and Personal Data Protection

5.1. It is important for Fengyu to protect your personal data. In order to provide the Software features and improve User experience, Fengyu will collect the following types of data:

1) Information that is related to you: When you log in with your Mi account or WeChat account, we will collect and use the open ID of your Mi account or WeChat account to generate your Fengyu account as an identity authentication tool to log in Mi Walkie-Talkie. After you log in, we may acquire an OAuth token that you have authorized to synchronize your personal ID, avatar, nickname, and gender information. When you use the Location Sharing feature, show your friends as your personal information. If you want to cancel your Fengyu account, you can send a message to privacy@ifengyu.com, we will cancel your account after verifying your identity.

2) Information you provided to us or uploaded (including your contact information): We may collect the phone number and email address that you have provided us with. Phone numbers and email addresses are optional and are used to contact you when the software license agreement or privacy policy changes. If you choose not to fill it in, then we will not collect it. You can delete your phone number and email address in the app, and the server will also delete your information at the same time.

3) Location and channel information: When you use features like Location Sharing, Ranging, Altitude, Latitude and Longitude, we will collect and use your latitude and longitude information and altitude information. Sometimes we will collect latitude and longitude information and altitude information for your location sharing friends (only when you enabled location sharing), and the channel used by the current walkie-talkie. Such information is stored in the mobile phone cache and the walkie-talkie cache. If you need to delete the stored information, you can do the following:

i. Android: Clear all data or uninstall Mi Walkie-Talkie; iOS: Uninstall Mi Walkie-Talkie

ii. Restart Walkie-talkie or Restore Factory Settings

Delete the information stored in the mobile phone cache and the walkie-talkie cache separately.

4) Track information (only for exercise track recording): When you use the motion track recording function, we collect your starting position, ending position, start time, end time, total distance, speed, altitude, latitude and longitude to show you your movements. You can delete the relevant exercise track information in the app to permanently delete information.

5) Walkie-talkie device information: We may collect your walkie-talkie device attribute, activation status and board ID, firmware version number to activate the walkie-talkie, implement firmware upgrades, and enable you to operate your walkie-talkie through the app. If you need to delete the stored information, you can do the following:

i. Android: Clear all data or uninstall Mi Walkie-Talkie; iOS: Uninstall Mi Walkie-Talkie

ii. Send a message to privacy@ifengyu.com, we will delete your information after verifying your identity.

6) **User feedback:** If you have any comments or suggestions, you can submit your feedback in the app. We will collect the feedback from you. If you choose to leave your contact information, we will also collect your contact information and contact you if necessary to get more information about your comments or suggestions. You can delete your feedback and contact information from the app, and the server will also delete your information at the same time.

7) **We may also collect other types of anonymous information that are not associated with individuals. For example, model information, system version, provider information, voice information, region information, app version, resolution and network environment information. The purpose of collecting such information is to make the "Mi Walkie-Talkie" app adapt to each model better, and to improve the user experience by counting the usage of the user group.**

5.2. We will collect, use and protect your data in accordance with our Privacy Policy. The Privacy Policy is available on the following website [[Privacy Policy](#)]

5.3. **We may from time to time share with Xiaomi the data related to Xiaomi/Mi Home/Mi Rabbit brands and services, in order to provide and improve the exciting products and services (including software and hardware) from Xiaomi and the Xiaomi Ecological Chain and offer better features and user experience.**

6. Service Risks and Disclaimers

6.1. The User must procure the device required for Internet access and the usage of telecommunications value-added services by the mobile end device, and bear the communication fees, information fees, and related costs incurred by Internet access of the personal mobile end device or charged by third parties (including but not limited to telecommunications and mobile communication providers). If any telecommunications value-added services are needed, you are advised to confirm the costs with your telecommunications value-added service provider.

6.2. **Neither Fengyu nor its Partner is liable for any loss suffered by the User due to reasons attributable to third parties such as communication line failure, technical problem, network or mobile terminal device failure, system instability and other various force majeure factors.**

6.3. **The Software, like most other Internet software, may be affected by factors including but not limited to reasons related to the user, network service quality, social environment differences, etc., and may also be subject to harassment relating to various security problems, such as the usage of the User's data by others, resulting in harassment in real life; other software downloaded and installed by the User or other websites visited by the User containing a "Trojan horse" and other viruses, threatening the security of the User's end device information and data, and then affecting normal use of the Software. The User shall increase their own awareness of information security and user data protection, and pay attention to strengthening password protection, so as to avoid loss and harassment.**

6.4. When the User uses the Software or requests Fengyu to provide specific services, the Software may call a third-party system or software to support the User's use or access. The results of the use or access will be provided by the third party. Fengyu does not guarantee the safety, accuracy, or effectiveness of the results achieved through the support of said system or software, nor does Fengyu assume any other uncertain risks. If any dispute or damage is caused thereof, Fengyu will not assume any liability.

6.5. **Fengyu specifically draws the User's attention to that, in order to protect the company's business development and adjustment autonomy, Fengyu has the right to modify or suspend the services at any time without notice to the User and without any liability to the User or any third party.**

6.6. **Except as expressly specified by related laws and regulations, we will do our utmost to ensure that the Software and the technology and information involved are safe, effective, accurate, and reliable; however, due to limitations in current technology, the User understands that Fengyu cannot provide any guarantee.**

6.7. **The User shall be solely liable for any personal injuries or incidental or consequential damages, including but not limited to loss of profit, loss of data, business interruption or other commercial damages arising out of or in connection with: (1) the use or failure to use the licensed Software; (2) unauthorized use of the Software or modification of the User's data by a third party; (3) costs and losses incurred by the User during use of the Software; (4) misunderstanding by the User of the Software; (5) other losses in connection with the Software for reasons not attributable to Fengyu.**

6.8. **In the event of any personal or economic damages or losses that have been or may be caused due to the conduct performed by the User and other software users through any software, or due to the User's being misled or deceived, the faulting party shall assume all liabilities arising thereof.**

7. Statement on Intellectual Property Rights

7.1. Fengyu is the intellectual property right holder of the Software. All intellectual property rights such as copyright, trademark rights, patent rights, trade secrets, etc. relating to the Software, and all information related to the Software (including but not limited to text, pictures, audio, video, graphics, interface design, layout, data or electronic documents, etc.) are protected by local laws and regulations, and corresponding international treaties. Fengyu enjoys the above intellectual property rights, except for Xiaomi/Mi Home/Mi Rabbit trademarks.

7.2. Without the prior written consent of Fengyu, the User shall not independently use or transfer any of the above intellectual property rights for any commercial or non-commercial purposes, or permit any third party to do so. Fengyu reserves the right to pursue legal liability for such acts.

8. Amendment

8.1. Fengyu reserves the right to amend the terms of this Agreement from time to time at its sole discretion, and any such amended terms will be timely published on relevant web pages. If you do not agree to any amendment, you shall take the initiative to cancel this service. If you continue to use the service, then it will be deemed that you have accepted the amended Agreement.

8.2. Fengyu or the Partner reserves the right from time to time and at its sole discretion to modify or change the paid services provided, the charging criteria, charging mode, service charges or service terms. In providing the services, Fengyu may start to charge some users for certain fees now or in the future. If the User refuses to pay such fees, the User will not be able to continue using relevant services after the charging starts.Fengyu and the Partner will do their utmost to notify the User of any amendments or changes by email or otherwise.

9. Applicable Laws and Dispute Resolution

9.1. The validity and interpretation of this Agreement shall be governed by the laws of the mainland of the People's Republic of China. In the absence of relevant legal provisions, reference may be made to international business practices and/or business practices.

9.2. This Agreement was entered into in Xi'an City, Shanxi Province, China.

9.3. Both the User and Fengyu agree that any dispute arising from the services shall first be settled through consultations by the Parties. If no settlement can be reached through such consultations, either Party may submit the dispute to the court of competent jurisdiction over the district where the Agreement was signed.

10. Miscellaneous

10.1. For any specific service of the Software, there may be a separate agreement and related business rules, etc. (hereinafter collectively referred to as the "separate agreement"), so please read and agree to the relevant separate agreement before using such specific service.

10.2. This Agreement shall enter into force on September 1, 2018.

10.3. Headings to all terms of this Agreement are for ease of reference only and shall be ignored in interpreting this Agreement.

10.4. If any provision of this Agreement is or becomes invalid or unenforceable for whatever reason, the remaining provisions hereof shall remain in full force and effect and binding upon both Parties hereto.

Fengyu