

TERMS OF SERVICE

These Terms of Service (“Terms”) are a legally binding agreement between miHoYo Limited and its Affiliates (“miHoYo” or “us”) and you. Affiliates shall mean subsidiaries, parent companies, joint ventures and other corporate entities under common ownership with miHoYo. By using or accessing our mobile or web applications, games, websites, and/or other services owned, operated and published to you by miHoYo , and the various online operation services and maintenance services (including but not limited to updates, upgrades, patches) provided to you by miHoYo in connection with the aforementioned miHoYo game software, including the miHoYo game software itself(the “Services”).

miHoYo game software refers to the mobile game software provided by miHoYo (including any adaptive version that can be operated on mobile smart devices), as well as the updates, upgrades, patches and expansion films related to such mobile game software. It may include relevant web servers, websites (including but not limited to the official website of the mobile game), electronic media, printed materials or electronic documents, etc.

you agree to be bound by these Terms. You further agree that you have read, understand, and accept these Terms by your use and continued use of the Services.

We may translate this Agreement into other languages. If there is any difference between the English version and any other language version of this Agreement, then (subject to applicable laws and regulations) the English version will prevail to the extent of the inconsistency.

● **Right to Use the Services**

Subject to your compliance with these Terms, miHoYo grants to you a non-exclusive, personal, worldwide, non-transferable and revocable limited license to access and use the Services solely for your own non-commercial entertainment purposes by accessing the Services through a web browser or mobile device. You explicitly agree that you will not use the Services for any other purpose other than as provided for by these Terms. You agree not to copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract source code of the Services or to allow or assist anyone else to do so.

miHoYo expressly reserves the right to deny anyone access to the Services at any time for any reason with or without notice. You agree that miHoYo may cease providing the Services or change the content of the Services at any time for any reason with or without notice to you without liability.

You represent that you are thirteen (13) years old or older (or the relevant age in your jurisdiction where you are considered a minor). YOU MUST BE THIRTEEN (13) YEARS OF AGE OR OLDER TO USE THE SERVICES. If you are between the ages of thirteen (13) and eighteen (18), you represent that your legal guardian has reviewed and agrees to these Terms.

You may not use the Services if you are barred from using the Services under the laws of the country in which you are resident or from which you use the Services. You agree that your use of the Services will comply with all applicable laws, regulations and ordinances.

● **Account with miHoYo**

You may be required to register and establish an account in order to use the Services. You agree to provide accurate and complete registration information, and you will be responsible for keeping your password confidential.

Your account is unique to you, and you may neither transfer (or otherwise make available) your account to others, nor use anyone else's account at any time. If you distribute your account or related information, miHoYo reserves all rights to terminate your account immediately and without refund.

You are responsible for maintaining the confidentiality of your account information (including usernames, passwords and billing information). miHoYo is not liable for any loss that you may incur as a result of someone else using your account, whether or not that activity is authorized by you.

You are liable for any losses or damages incurred by miHoYo or any third party as a result of someone else using your account. In the event of theft, unauthorized use, or any other breach of security on your account, you must notify miHoYo immediately.

You are responsible for any and all activities that occur under or in connection with your account created in order for you to use the Services.

● **Intellectual Property/Ownership**

All materials that are part of the Services (including, but not limited to, copyright, patent, trademark and other intellectual property rights, in the Services and this Site, including without limitation, all games, programs, tools, source codes, object codes, HTML, content, files, patches, updates, modifications, derivative works, printed or electronic documentation, instructions and other materials, design, text, data, sounds, photographs, audio clips, audiovisual, video, artwork, graphics, logos, names, button icons, images of vehicles, accessories and equipment, user Accounts,

passwords, Virtual Currency, Virtual Goods, concepts, technology, architecture, logic, structure, sequence, organization, themes, symbols, methods of operation, and other materials, instructions and other materials, design, text, data, sounds, photographs, audio clips, audiovisual, video, artwork, graphics, logos, names, button icons, images of vehicles, accessories and equipment, user Accounts, passwords, Virtual Currency, Virtual Goods, concepts, technology, architecture, logic, structure, sequence, organization, themes, symbols, methods of operation, and other materials,, and their selection and arrangement) are protected by law from unauthorized use. The entire contents of the Services are copyrighted under the People's Republic of China's copyright laws and/or similar laws of other jurisdictions."

You agree that no materials that are part of the Services may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, or otherwise exploited without miHoYo's express prior written permission, except that the foregoing does not apply to your own User Content (as defined below). All other uses of copyrighted material, including any derivative use, require express prior written permission from miHoYo. Any reproduction or redistribution of materials not in accordance with these Terms is expressly prohibited and may result in severe civil and criminal penalties.

miHoYo and/or its licensors remain the owners of right, title, and interest, including copyrights and other intellectual property rights, in and to all materials posted on the Services by miHoYo. You acknowledge that you do not acquire any ownership rights by using the Services or by accessing any materials posted on the Service by miHoYo, or any derivative works thereof.

● **User Content**

Any data, text, graphics, photographs and their selection and arrangement, ("User Content") uploaded to the Services are subject, whether in whole or in part, to unlimited commercial, non-commercial and/or promotional use by miHoYo. Text, graphics, and photographs are uploaded by you and are the sole responsibility of the person from whom the User Content originated. Thus, users are responsible, and miHoYo is not responsible for any files users upload, post, or otherwise make available. miHoYo may or may not regulate User Content and does not guarantee the accuracy, quality, or integrity of any User Content posted via the Services. By using the Services you acknowledge and accept that you may be exposed to material you find offensive or objectionable. You agree that miHoYo will not under any circumstances be liable for any User Content, including, but not limited to, errors in any User Content, or any loss or damage incurred by use of the User Content. miHoYo reserves the right to remove and permanently delete any User Content from the Services with or without notice.

You agree that you are willingly publishing the User Content on the Services using technology and tools provided by miHoYo. You understand and agree that you may not distribute, sell, transfer or license your User Content and/or application in any manner, in any country, or on any social network or other medium without the explicit written permission of miHoYo. You grant miHoYo the right to act as an agent for User Content on your behalf as operator of the Services.

- **Virtual Currencies/Goods**

The Services may include an opportunity to purchase virtual, in-game currency (“Virtual Currency”) that may require you to pay a fee using “real money” to obtain the Virtual Currency. The Services may also include virtual, in-game digital items (“Virtual Goods”) that may be purchased from miHoYo for “real money” or for Virtual Currency. Virtual Currency and Virtual Goods can never be redeemed for real money, goods, or any other item of monetary value from miHoYo or any other party. You understand that you have no right or title in Virtual Goods or Virtual Currency.

Your purchase of Virtual Currency and/or Virtual Goods is final and is not refundable, exchangeable, transferable, except in miHoYo’s sole discretion. You may not purchase, sell, or exchange Virtual Currency or Virtual Goods outside the Services. Doing so is a violation of the Terms and may result in termination of your account with the Services and/or legal action.

miHoYo retains the right to modify, manage, control and/or eliminate Virtual Currency and/or Virtual Goods at its sole discretion. Prices and availability of Virtual Goods are subject to change without notice.

- **Rules of Conduct/Usage**

The Services may provide communication channels such as forums, communities, or chat areas (“Communication Channels”) designed to enable you to communicate with other users of the Services. miHoYo has no obligation to monitor these Communication Channels, but we may do so and reserve the right to review materials posted to the Communication Channels and to remove any materials, at any time, with or without notice for any reason, at our sole discretion. miHoYo may also terminate or suspend your access to any Communication Channels at any time, without notice, for any reason. You acknowledge that chats, postings, or materials posted by users on the Communication Channels are neither endorsed nor controlled by miHoYo, and these communications should not be considered reviewed or approved by miHoYo. miHoYo will not under any circumstance be liable for any activity within Communication Channels.

You agree that all your communications with the Communication Channels are public, and thus you have no expectation of privacy regarding your use of the Communication Channels. miHoYo is not responsible for information that you choose to share on the Communication Channels, or for the actions of other users.

You agree that your use of the Services shall be lawful and that you will comply with the usage rules. In furtherance of the foregoing, and as an example and not as a limitation, you agree not to use the Services in order to: post, upload, transmit or otherwise disseminate information that is obscene, indecent, vulgar, pornographic, sexual or otherwise objectionable; defame, libel, ridicule, mock, stalk, threaten, harass, intimidate or abuse anyone, hatefully, racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable; upload or transmit (or attempt to upload or transmit) files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Service or other users' computers; violate the contractual, personal, intellectual property or other rights of any party including using, uploading, transmitting, distributing, or otherwise making available any information made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other right of any party (including rights of privacy or publicity); attempt to obtain passwords or other private information from other members; improperly use support channels or complaint buttons to make false reports to miHoYo; develop, distribute, or publicly inform other members of "auto" software programs, "macro" software programs or other "cheat utility" software program or applications in violation of the applicable license agreements; exploit, distribute or publicly inform other members of any game error, miscue or bug which gives an unintended advantage; violate any applicable laws or regulations, or promote or encourage any illegal activity including, but not limited to, hacking, cracking or distribution of counterfeit software, or cheats or hacks for the Services.

● **Rules Regarding Inappropriate Player Actions**

miHoYo holds you accountable for your own words and actions and encourages you to play the game in a healthy and civilized manner, and strictly prohibits you from any improper game actions including, but not limited to, the following: damaging the game, damaging the game's services, or inhibiting the game from functioning properly. You are prohibited from pretending to be official miHoYo employees or systems and disseminating false information to other players, posting illegal websites, spreading vulgar information by any means, posting spam advertisements, posting actions involving drugs, personal attacks, as well as threatening or carrying out insulting actions towards other players. Any use or dissemination of trojan horse programs, plugins, or viruses is also strictly

prohibited. You are prohibited from use or dissemination of offline exchanges, use of non-miHoYo approved payment platforms, transactions to make purchases, or any other related transaction practices (including, but not limited to, using third party methods to purchase fake in-game items). You are prohibited from any dissemination of illegal information, actions that severely violate the country's popular customs, religion, beliefs, habits, as well as other actions that damage the game, the game's services, or inhibit the game from functioning properly that are not abiding the country's laws and decrees, religious beliefs, popular customs and social morality. Depending on the situation, miHoYo may take action including, but not limited to, sending a warning, block account communications in-game, temporary account suspension, permanent account suspension, temporary or permanently blocked login, forcing the account offline, banning the account, or deletion of game files. miHoYo maintains the final rights to interpretation and for carrying out action according to the extent of the aforementioned your abusive actions.

- **Privacy and Protection of Personal Information**

Information collected from you is subject to the pertinent social network's policy. By using the Services, you may be granting your social network permission to share your e-mail address and any other personally identifiable information with miHoYo. Please see miHoYo's Privacy Policy for more information on the collection and use of your information. You acknowledge and agree that the Privacy Policy is incorporated and made part of these Terms.

- **Disclaimer of Warranty**

You agree that your use of the Services shall be at your sole risk, and that miHoYo provides the Services on an "as is" basis. To the fullest extent permitted by law, miHoYo, its Affiliates, officers, directors, employees, and agents disclaim all warranties, express or implies, in connection with the website and your use thereof including implied warranties of title, merchantability, fitness for a particular purpose or non-infringement, accuracy, authority, completeness, usefulness, and timeliness. miHoYo HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED. miHoYo makes no warranties or representations about the accuracy or completeness of the content of the Services and of the content of any sites linked to the Services; miHoYo assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the Services, (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Services by any third party, and/or (vi) any errors or omissions in any

content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the Services.

- **Limitation of Liability**

miHoYo does not guarantee that you will be able to access or use the services at all times or all locations, or that miHoYo will have adequate capacity for the services in any specific geographic area.

To the maximum extent permitted by applicable law, you acknowledge and agree that your sole and exclusive remedy for any dispute with miHoYo is to stop using the services, and to cancel your account. you acknowledge and agree that miHoYo is not liable for any act or failure to act regarding conduct, communication or content on the services to the fullest extent permitted by law. The disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the services under any cause or action whatsoever of any jurisdiction.

In no event will miHoYo be liable to you or anyone else for any direct, indirect, incidental, punitive, special, exemplary or consequential damages (including, without limitation, loss of business, revenue, profits, use, data, or other economic advantage), however it arises, whether for breach of contract or in tort, even if they have been informed of the possibility of such damage.

You further agree that miHoYo is not liable, and you agree not to seek to hold miHoYo liable, for the conduct of third parties, including other users of the services, and that the risk of the services and the third party websites and of injury from the foregoing rests entirely with you, including damage or loss of any kind.

Under no circumstances will miHoYo be liable to you for more than the amount you have miHoYo parlor in the ninety (90) days immediately preceding the date on which you first assert any claim.

- **Exclusion**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

- **Indemnification by You**

You agree to defend, indemnify and hold miHoYo harmless from and against any claim, liability,

loss, injury, damage, cost, or expense, including attorneys' fees and costs, incurred by miHoYo, arising out of or resulting from your access or use of the Services including, but not limited to, your breach or alleged breach of any term, condition, obligation, representation or warranty contained in these Terms; any User Content posted, transmitted or provided by you or on your behalf; your violation of any third party's intellectual property or other legal rights; and the illegal or improper use of your user account.

● **Limitations Period for Claims**

Notwithstanding any law to the contrary, you agree that you will not initiate any legal action against miHoYo arising out of or related in any way to your account(s), use of the Services, these Terms, the Privacy Policy, and/or any related matter, more than one (1) year after such cause of action accrues that is the basis of your legal action.

● **Injunctive Relief**

You acknowledge and agree that the rights granted to you and your obligations to miHoYo under these Terms are unique and irreplaceable in nature, and the loss of which will irreparably harm miHoYo and cannot be compensated by monetary damages alone. You agree that miHoYo shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief and agree to limit your claims to monetary damages only.

● **General**

By visiting or using the Services, you agree that the laws of Hong Kong, without regard to principles of conflict of laws and regardless of your location, will govern these Terms and any dispute of any sort that might arise between you and miHoYo. Any claim or dispute between you and miHoYo that arises in whole or in part from your use of the Services shall be decided exclusively by a committee of jurisdiction located in Hong Kong, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in Hong Kong. miHoYo reserves the right to amend, modify or revise these Terms at any time in any way, and you agree to be bound by all amendments, modifications or revisions. Your continued use of the Services after a change or update has been made will constitute your acceptance to the changed Terms. You may not modify these Terms except in writing hand signed by both you and miHoYo. For purposes of the Terms, "writing" does not mean an e-mail nor an electronic and/or facsimile signature.

These Terms are the entire agreement between miHoYo and you hereto relating to the Services, and the Terms supersede and replace any prior agreements regarding the subject matter contained herein.

You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of miHoYo, and miHoYo may in its sole discretion terminate your account if any purported assignment by you is made.