

These general terms and conditions (“**T&Cs**”) govern the access to, and use of, the Application and/or the Website (as these terms are defined below).

1. Definitions

To allow a complete understanding and acceptance of these T&Cs, the following terms, in the singular and in the plural, shall have the meaning indicated below:

- **Xiaomi:** Xiaomi Technology Italy S.r.l., with registered address in Viale Edoardo Jenner no. 53, Milan, VAT number/Tax code 10468110969, certified e-mail address (PEC) xiaomi.technology@legalmail.it, granted with all the necessary authorizations for the use and exploitation of the App and/or the Website.
- **Application or App or Platform:** the training platform Xiaomi Planet, providing Users with training and *ad hoc* courses on Xiaomi branded products.
- **User:** any person, employed in one of the work channels as indicated in the registration form, who accesses and uses the Application and/or the Website.
- **T&Cs:** these general terms and conditions governing the use of the App and the Website by the Users.
- **UGC:** User-Generated Content uploaded by the Users through the App and/or the Website (e.g., Xiaomi products’ reviews, post published within a *forum*).
- **Third-Party Content:** content/materials provided within the App and/or the Website by persons or entities other than Xiaomi, for the purposes of Articles 10 and 13 below.
- **Website:** the “Xiaomi Planet” website hosted on the domain name <https://www.xiaomittraining.com/> .

2. General

The use of the App and Website is strictly reserved to Users as defined in these T&C and enables the User to access different training content and attend to training sessions regarding products and the brands of Xiaomi portfolio.

After downloading and registration on the App and/or registration on the Website, the User automatically logs in to his/her specific virtual town, which corresponds to one of the 7 (seven) towns composing the world of the Platform.

Each town is composed by a downtown including buildings which the User can interact with, for example for accessing to training courses.

3. Features of the Application and the Website

The User, once registered and logged into the App or Website, will first interact with the Platform founding himself/herself at the airport building of the relevant town. Users will also be associated with an avatar through which Users interact with all features of the Platform. The User might also create his/her own avatar (different from the one first associated).

The interaction with the Platform will enable the User, for example, to choose his/her own virtual plot of land and first house, which will correspond to his/her personal profile. During the interaction with the Platform, the User will also be able to move from one town into another town (between the towns included in the platform) choosing the landing destination.

Further interactions of the User with the Platform include, *inter alia*:

- (i) the attendance of training sessions and its contents;
- (ii) interacting with other Users within the dedicated “virtual social area” where each User can publish comments and/or start discussion on a specific issue. Such comments shall be considered as UGC;
- (iii) participation into dedicated virtual challenges and quizzes for Users;
- (iv) customizing the virtual town;
- (v) browsing and access to news regarding Xiaomi local press
- (vi) the presence of a virtual HUB where the User can easily find links to some on line and off line seller of Xiaomi devices and after sales centers.

For each action within the Platform, might be the _____ or _____, the User will be credited with points that can be used for virtual purchases to customize the town. For the avoidance of doubts, it is understood that such points do not have any economic value, nor can they be exchanged for money, their sole purpose being to be used within the Platform to interact with it.

3.1. Support

Users may (i) request support for issues related to the operation of the App and/or the Website and (ii) submit questions and support on issues related to courses and material available on the App and/or the Website through the button “Help Desk” section clicking on the links therein available.

A summary of how the App [and/or the Website] works is available in the "Guide" section of the App. Moreover, in the "News" section of the App and/or the Website, news and/or article related to the brand Xiaomi can be published from time to time.

4. Scope

4.1 The use of the Application and/or the Website implies full acceptance of these T&Cs by the User. Should the User not willing to accept these T&Cs, and / or any other note, legal notice, information published or referred to therein, the User shall not be able to register on (and, therefore, to benefit of the services provided through) the App and/or the Website.

4.2 Xiaomi may amend the T&Cs at any time. The changes shall be effective once they are published in the Application and/or the Website.

4.3 Before registering on the Application and/or the Website, the User shall read these T&Cs carefully, as well as save or print them for future reference.

4.4 Xiaomi reserves the right to change, at its own discretion and at any time, even after the User has registered, the graphic interface, the contents and their organization / layout, as well as any other feature that characterizes the functionality and management of the Application and/or the Website, communicating to the User the relevant instructions, where necessary.

5. Registration and login to the App and the Website

5.1 In order to benefit from Application's and Website's features, the User shall register on the App and/or the Website and provide, truthfully and entirely, all information and data requested in the registration form, and accept these T&Cs.

5.2 In order to be eligible for registration and to use the App and/or the Website, the User shall be employed by one of the categories of employers highlighted in the work-channels on the registration form. The User will receive an email confirmation of complete and successful registration to the email indicated during registration.

5.3 During registration, Users are required to customize their profiles by indicating a nickname and, if provided by the User, also create an avatar.

5.4 In order to login to the App and/or the Website, the User shall enter his/her login credential (email address and the chosen password).

5.5 The User shall keep login credentials securely. The login credentials shall be used exclusively by the User and cannot be transferred and/or disclosed to third parties. The User undertakes to keep credentials confidential and to ensure that no third party has access to them. Should the User suspect or become aware of any improper use or disclosure, he shall immediately inform Xiaomi.

5.6 The User represents and warrants that any information and/or personal data provided during the registration procedure is complete and truthful. The User shall indemnify and hold Xiaomi harmless from any damage, indemnity and / or penalty resulting from and / or in any way connected to the breach by the User of the Application and/or the Website registration rules or the storage of the login credentials.

6. Authorization to use User's Image

6.1 Users irrevocably grant Xiaomi (which, for the purposes of this Article 5, shall include any company belonging to Xiaomi group, successors, assigns and partners), the right to use – free of charge – User's image, name and nickname within the features of the App and/or the Website for the period necessary to provide the Application and/or Website and, where necessary, to comply with applicable regulations.

6.2 In light of the foregoing, Users undertake to release Xiaomi and its partners to the extent permitted by law from any and all claims that may arise regarding the use of their image, including any claims of defamation, violation of privacy, infringement of moral rights, rights of publicity, or copyright.

7. Account cancellation and closure

7.1 The registered User can interrupt the use of the Application and/or the Website at any time and deactivate his account or request the cancellation sending a written notice to the e-mail address: miplanet@xiaomittraining.com.

7.2 Should the User be in breach of these T&Cs and/or any applicable law provision, Xiaomi reserves the right to suspend or close the User's account at any time and without notice.

8. Messages sent by the Users and UGC

8.1 The User can upload messages on the relevant sections of the Application and/or the Website, provided that it is not illegal (e.g. obscene, intimidating, defamatory, pornographic, violent, abusive or anyhow unlawful (also in accordance with data protection laws), the intellectual and / or industrial property rights of Xiaomi and / or third parties), misleading, or is not otherwise harmful to Xiaomi and / or third parties

or contains viruses, political propaganda, commercial solicitation, mass e-mail or any other form of spamming. In the event of a dispute by a third party regarding any announcement or conduct related to it, the User shall bear full liability and undertakes to indemnify and hold Xiaomi harmless from any damage, loss or expense.

8.2 The User guarantees that Messages are uploaded on the Application and/or the Website through his/her account from a natural person of legal age.

8.3 The User is the sole and exclusive responsible for the use of the Application and/or the Website with regard to the publication, consultation, management of the messages and contact between Users and is therefore the sole guarantor and responsible for the accuracy, completeness and lawfulness of the Messages and User's own behavior.

8.4 It is forbidden to use an e-mail address that is not owned by the User, to use the personal data and credentials of another User in order to use his/her identity, or in any other way to declare false information about the origin of the Messages.

8.5 Xiaomi is unable to ensure timely control over the Messages received and reserves the right at any time to cancel, move or modify the messages, which, at its discretion, appears to be illegal, abusive, defamatory, obscene or detrimental to intellectual and industrial property rights, or in any case unacceptable.

8.6 Users grant Xiaomi with a non-exclusive, free-of-charge, freely transferable (also by means of sub-license) within Xiaomi group of undertakings, worldwide, perpetual right license to use the Messages sent. Xiaomi may therefore, directly or through trusted third parties, use, modify, copy, transmit, extract, publish, distribute, publicly perform, disseminate, create derivative works, host, index, store, note, encode, modify and adapt (including without limitation the right to adapt for transmission in any form of communication) in any form, any content (including images, messages, including audio and video) that should be sent by the User, including through third parties.

8.7 The content sent will not be returned and in no event Xiaomi shall be deemed liable towards Users for any loss, modification or destruction of the transmitted content.

8.8 It is expressly forbidden, unless explicitly authorized by Xiaomi in writing: i) the use of automatic announcement uploading systems, except those expressly authorized, ii) serial publication and / or management of advertisements for third parties by any means or method, iii) resell Xiaomi's services to third parties.

8.9 **UGC.** In addition to the Messages, Users may be allowed to upload further UGC on the Application and/or the Website. Should it be the case, the Users:

- (a) shall be fully liable, to the extent the UGC are in breach of these T&Cs and/or any applicable law provision. As a consequence, the Users shall not publish/upload UGC which contains (by way of mere example) pornographic/sexual-related materials, incitement to violence / hate, racism, information/personal data pertaining to third parties without their permission;
- (b) grant Xiaomi with a non-exclusive, free-of-charge, freely transferable (also by means of sub-license) within Xiaomi group of undertakings, worldwide, perpetual right license to use the UGC (also in the context of marketing campaigns related to Xiaomi products and services).

9. Industrial and intellectual property rights

9.1 Xiaomi is granted with all the intellectual and industrial property rights pertaining to the Application and/or the Website (and / or the content available on the Application and/or the Website). Therefore, all trademarks and other distinctive signs, trade names, service marks, word marks, commercial names, illustrations, images, logos, contents relating to the Application and/or the Website shall be vested in Xiaomi and protected in accordance with the applicable law provisions.

9.2 These T&Cs shall not be construed as granting Users with any license / right whatsoever to exploit the intellectual and industrial property rights pertaining to the Application and/or the Website, and / or to individual contents and / or materials available therein, unless otherwise regulated.

9.3 Any reproductions in any form of the explanatory texts and the contents of the Application and/or the Website, if not expressly authorized by Xiaomi in writing, shall be deemed as infringement of the intellectual and industrial property right of Xiaomi. Users therefore shall bear full liability and undertake to indemnify and hold Xiaomi harmless from any damage, loss or expense arising out from such infringement.

10. Exclusion of warranty

10.1 To the maximum extent permitted by the applicable laws, the Application and the Website are provided "*as is*" and "*as available*". Xiaomi does not provide any explicit or implicit warranty in relation to the Application and/or the Website, nor does it provide any warranty that the Application and/or the Website will satisfy the needs

of the Users (*fitness for a particular purpose*) or that it will not have never interrupt or be error-free or free of viruses, malware, or bugs.

10.2 Xiaomi shall make reasonable efforts to ensure that the Application and/or the Website are available continuously 24 hours a day, but it cannot in any way be held responsible if, for any reason, the Application and/or the Website are not accessible and / or operational at any time or for any period. Access to the Application and/or the Website may be suspended temporarily and without notice in the event of system failure, maintenance, repairs or for reasons wholly unrelated to Xiaomi's will or due to force majeure events.

11. Limitation of liability

11.1 To the maximum extent permitted by the applicable law, Xiaomi shall not be held liable towards the Users, except in the case of willful misconduct, gross negligence and/or other circumstances for which, in accordance with the applicable law provisions, liability cannot be limited / excluded.

11.2 Without prejudice to the foregoing, Xiaomi in no event shall be deemed liable *vis-à-vis* Users for defects or malfunctions of the Application and/or the Website which are due, in whole or in part, to the malfunction of the internet web provided by internet access providers.

12. User's liability

12.1 The User shall be fully liable for any damage, cost, expense arising from User's breach of his/her obligations laid down by:

(i) These T&Cs;

(ii) Any applicable law or regulation in the relevant jurisdictions, including the jurisdiction where the User is resident or from where the User is accessing and using the App and/or the Website;

(iii) For the consequences of any such breach, including any loss or damage which Xiaomi or any third-party may incur or suffer. Xiaomi in no event shall be deemed liable *vis-à-vis* User or any third party in respect of such breach.

13. Force majeure

13.1 Xiaomi in no event shall be deemed liable *vis-à-vis* Users and/or third parties, to the extent the breach of its obligations is due to circumstances beyond its reasonable

control due to events of force majeure or, in any case, to unforeseen and unforeseeable events and, in any case, independent of its will.

13.2 Xiaomi's obligations shall be deemed suspended, for the period in which events of force majeure occur.

13.3 Xiaomi will make reasonable efforts in order to identify solutions re-instating the proper fulfilment of its obligations despite the persistence of events due to force majeure.

14. Links to third-party web sites. Third-Party Content

14.1 The Application and the Website may contain links to third-party web sites / applications. Xiaomi has no control over them and, therefore, in no event Xiaomi shall be deemed liable for the contents of these sites / applications.

14.2 Some of these links may link to third-party sites / applications that provide services through the Application and/or the Website. In these cases, the general conditions for the use of the site / application and for the use of the service prepared by the third parties shall apply to the individual services, with respect to which Xiaomi shall bear no liability.

15. Privacy

15.1 The protection and processing of personal data will be in accordance with the Privacy Policy, which can be consulted [\[here\]](#) and under the menu item "Privacy Policy" accessible from all pages of the App, or the "Home Page" of the Website.

16. Applicable law and jurisdiction

16.1 These T&Cs shall be construed and governed by Italian law (regardless its conflict of law principles).

16.2 Any dispute concerning the validity, effectiveness, interpretation, performance and termination of these T&Cs shall be submitted to the exclusive jurisdiction of the Courts where Xiaomi is based.

Last Review: April 2022

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, the User hereby expressly agree on the following Articles of the T&Cs: 4.2; 4.4; 6; 7; 10; 11; 12; 13; 14; 16.2.

I agree