

# HUAWEI Dynamic Tag Manager Service Agreement

Last modified: June 28, 2020

The following terms (hereinafter referred to as this "Agreement") constitute a legally binding agreement between you and Huawei regarding the HUAWEI Dynamic Tag Manager Service. It is a supplementary agreement to the [Agreement on Use of Huawei APIs](#) signed by and between you and Huawei, which is itself supplementary to the [HUAWEI Developer Service Agreement](#). This Agreement stipulates your legal rights and obligations when using the HUAWEI Dynamic Tag Manager Service. By checking the box next to "I have read and agreed" in the AppGallery Connect agreement pop-up window to agree to all applicable agreements to AppGallery Connect services (including this Agreement), or by checking the box next to "I have read and agreed to HUAWEI Dynamic Tag Manager Service Agreement" below this Agreement, or by using the HUAWEI Dynamic Tag Manager Service under this Agreement, it shall be deemed that you have fully understood and accepted the terms of this Agreement, the [HUAWEI Developer Service Agreement](#), and the [Agreement on Use of Huawei APIs](#) as of the date of your such acceptance and use ("Effective Date"). Any and all matters unaccomplished herein shall be subject to the [HUAWEI Developer Service Agreement](#) and the [Agreement on Use of Huawei APIs](#). If you do not agree to this Agreement, the [HUAWEI Developer Service Agreement](#), or the [Agreement on Use of Huawei APIs](#), you shall stop using the services under the respective agreement(s).

## 1 Definitions

Unless otherwise specified in this Agreement, the terms in this Agreement shall have the same meanings as those in the [HUAWEI Developer Service Agreement](#) and the [Agreement on Use of Huawei APIs](#). Unless otherwise stated, the following terms are defined herein as below:

1.1 "HUAWEI Dynamic Tag Manager Service" or "DTM Service" means the tag management service provided by Huawei through DTM Kit and DTM Server for developers, which helps developers easily deploy and update tracking tags in a web-based user interface and report data to third-party analytics platforms.

1.2 "DTM Kit" means the API/SDK/Kit of the DTM Service that is provided by Huawei to developers.

1.3 "DTM Server" means the website that can be used to configure and manage the DTM Service provided by Huawei.

1.4 "Tag" means a piece of code that you or a third party acting on your behalf configures in DTM Server.

## **2 Rights and Obligations**

### **2.1 Your rights and obligations**

(1) You can use the APIs, SDKs, and websites provided by DTM Service to manage tags of your apps, but you can only use DTM Service in apps developed by you.

(2) You acknowledge and agree that you do not use DTM Service to do any illegal, infringing, defamatory, or any other harmful activity.

(3) You acknowledge and agree that the Tags are controlled, set, and managed by you alone and not by Huawei. You shall bear full responsibility for the compliance with applicable legal requirements and obligations related to your use of the DTM Service and to any data or content that you transmit through DTM Service.

(4) If the data you collected contains any personal data, you warrant that your collection, use, transmission, and processing of such information conforms to any and all applicable data protection laws as well as laws and regulations regarding the use of cookies and similar technologies.

(5) You undertake that you shall not attack DTM Service's networks and servers, or otherwise interfere with the use of DTM Service by other developers.

(6) DTM Service is not available in all countries/regions and its availability in any particular location is not guaranteed. You shall define the scope of use of DTM Service independently and accept responsibility for complying with any and all applicable laws, including but not limited to any local laws.

### **2.2 Huawei's rights and obligations**

(1) Huawei reserves the right to deny your access to or restrict your use of DTM Service.

(2) Huawei reserves the right to update the APIs and SDKs of DTM Service at its own discretion. Huawei follows the principles of software design to ensure compatibility to the greatest extent possible. However, under certain circumstances you may need to modify or upgrade your app before you can use the updated APIs and SDKs. All costs incurred in such cases shall be borne by you.

(3) If DTM Service needs to be suspended for system maintenance or for API, SDK, or website updates, Huawei shall, to the best of its ability, notify you on its website in advance. Huawei does not guarantee to provide DTM Service without interruption or delay, and shall not bear any liability for any losses caused by such performance of system maintenance and API, SDK, and website updates.

### **3 Privacy**

When using DTM Service and processing Personal Data of your Users in connection with DTM Service, you commit to doing so in accordance with any and all applicable laws and regulations as well as agreements concluded between you and Huawei.

#### **3.1 Data processing roles**

Huawei processes Users' Personal Data as your data processor when providing the DTM Service to you. Huawei processes such data in accordance with the [AppGallery Connect Data Processing Addendum](#), which is an integral part of this Agreement and [HUAWEI Developer Service Agreement](#).

#### **3.2 User consent**

(1) To use DTM Service, you must clearly identify parties who may collect, receive, and /or use personal data of End Users due to your use of DTM Service. You must disclose such parties to End Users, and inform End Users of the personal data collected by said parties and their purposes of use for the personal data. You must obtain and record End Users' valid consent for, e.g., the use of cookies or similar technologies, where applicable. You must record such consent and provide End Users with the capability to withdraw their consent.

(2) If you do not conform to this statement, we may restrict or suspend your use of DTM Service.

#### **3.3 Constraints**

You may not upload information that can be used to identify users (such as name, email address, device identifiers, or invoice) to the DTM server

#### **3.4 User experience improvement program**

Huawei may collect and process information about how HUAWEI DTM is used and how frequently it is used for the purpose of improving and maintaining HUAWEI DTM. Huawei will not share the information with third parties without your consent, unless those third parties are operating under contract and acting on our behalf.

## **4 Termination of This Agreement**

4.1 If either party terminates the [HUAWEI Developer Service Agreement](#) or the [Agreement on Use of Huawei APIs](#), this Agreement shall automatically terminate on the same day.

4.2 You may terminate this Agreement by disabling DTM Service for all your apps.

4.3 If Huawei decides to discontinue DTM Service or make major changes to it, Huawei reserves the right to terminate this Agreement after informing you in advance.

4.4 Termination of this Agreement does not entail automatic termination of the [HUAWEI Developer Service Agreement](#) and [Agreement on Use of Huawei APIs](#) signed by and between you and Huawei.

## **5 Distribution Area and Signing Huawei Entity**

You acknowledge and agree that the provisions regarding the distribution area and the signing Huawei entity under this Agreement shall be subject to the Clause of "Contracting Entity" in the [Agreement on Use of Huawei APIs](#).

## **6 Governing Law and Dispute Resolution**

You acknowledge and agree that the provisions regarding the governing law and dispute resolution under this Agreement shall be subject to the Clause of "Governing Law and Dispute Resolution" in the [HUAWEI Developer Service Agreement](#).