

AI Transfy

Service Agreement

Product Documentation



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Service Statement

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AI Multi-Language Video Transcription and Translation Subtitles Platform Service Level Agreement

In order to use the AI Multi-Language Video Transcription and Translation Subtitles Platform Service (the “Service”), you shall read and comply with this AI Multi-Language Video Transcription and Translation Subtitles Platform Service Level Agreement (this “Agreement”, or this “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

1. Terms and Definitions

1.1 The AI Multi-Language Video Transcription and Translation Subtitles Platform Service Provided by Tencent Cloud

The Service provides you, among others, with subtitle transcription of audio and video files, multi-language translation of subtitles, and subtitle editing and embedding services by utilizing machine translation function, depending on your actual use.

1.2 Service Month(s)

Service Month(s): means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1

to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Downtime

Only the time of Service Unavailability that lasts for one minute continuously or longer shall be counted toward Downtime. Service Unavailability that lasts for shorter than one minute shall not be counted toward Downtime.

1.4 Unavailability

The Unavailability of the Service means the Service is interrupted due to a problem with the equipment, the data center or the product functions of the Tencent Cloud Service, or an improper operation by Tencent Cloud itself. Otherwise, the Service Unavailability shall not be deemed to occur, and the corresponding time of interruption shall not be counted toward Downtime.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Downtime within a Service Month / Total Service Time within a Service Month) × 100%

2.2 Service Availability/Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.99%. You are entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided in the Release of Liabilities provisions.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

- i. Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including, among others, the valid term; for details, please refer to the relevant rules of voucher published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

- ii. If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability in a Service Month	Value of Compensational Voucher
<i>Less than 99.99% but is or higher than 99%</i>	<i>10% of the Monthly Service Fee</i>
<i>Less than 99% but is or higher than 95%</i>	<i>25% of the Monthly Service Fee</i>
<i>Less than 95%</i>	<i>100% of the Monthly Service Fee</i>

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the abovementioned Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) the username and email account for login used for the Service;
- (2) the specific time period of Service Unavailability, accurate to minutes;
- (3) the screenshot of the page having problem(s), which must contain the error information.

4. Release of Liabilities

If the Service Unavailability results from any of the following reasons, the corresponding period of Service Unavailability shall not be counted toward Service Downtime, is not eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 any use in a manner exceeding the maximum service capacity as specified by the current version for sale;
- 4.8 any Service Unavailability or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.9 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed

herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

Data Processing And Security Agreement

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1. Background

This Module applies if you use AI Transfy (“**Feature**”). This Module is incorporated into the Data Privacy and Security Agreement located [here](#) (“**DPSA**”). Terms used but not defined in this Module shall have the meaning given to them in the DPSA. In the event of any conflict between the DPSA and this Module, this Module shall apply to the extent of the inconsistency.

2. PROCESSING

We will process the following data in connection with the Feature:

Personal Information	Use
The name you give to your project, audio, video, text data, the language the audio/video/text is in and the language you want it to be translated into, live rtmp address and the time you start and end streaming.	We use this information to provide transcription and translation services to you. We act as a data processor when we process this information.

3. SERVICE REGION

We process the above information in the following locations: the People’s Republic of China (for the purposes of this Module this excludes the Hong Kong SAR, Macau SAR and Taiwan) and the Hong Kong SAR.

4. SUB-PROCESSORS

As specified in the DPSA.

5. DATA RETENTION

As specified in the DPSA. If you live in Indonesia your personal information will be retained for 5 years in line with local laws.