

Direct Email Service Service Level Agreement Product Documentation



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Service Statement

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Service Level Agreement

Last updated : 2020-09-07 11:53:54

Tencent Cloud DMS Service Level Agreement

This Tencent Cloud DMS Service Level Agreement (the “**Agreement**”) applies to Tencent Cloud (“**we**” or “**us**”) and any person that purchases and uses the Tencent Cloud DMS Service (the “**Service**”). Please do not purchase or subscribe to the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree” or 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 have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

This Agreement contains, among others, the terms and definitions of the Tencent Cloud DMS Service, the Service Availability, compensation plan, disclaimers, and clarifications of provisions. 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.

1. Terms and Definitions

1.1 Tencent Cloud DMS Service: a cloud-based email sending service provided by Tencent Cloud, aimed to help you and your company to send multiple types of emails quickly and efficiently, and solve email delivery problems for enterprises and developers. With the DMS Service, you can automate and trigger the email sending in batches. The scope of the DMS Service includes the configuration of emails via the console and the API, sending emails, and viewing email-related data.

1.2 Significant Failure: If a user’s attempt to log into the console or call the API fails continuously in a minute, that minute shall be deemed as a service period with Significant Failure. However, the Service shall be deemed as available in a minute if a user’s attempt to log into the console or call the API has succeeded in that minute.

1.3 Service Month: refers to the valid period within the service period you have purchased. For example, if you have used the Tencent Cloud DMS Service from March 17 to June 16, there will be three Service Months (the first Service Month is from March 17 to April 16, the second from April 17 to May 16, and the third from May 17 to June 16). The Service Availability will be calculated separately for each Service Month.

1.4 Period of Significant Failure in Minutes: the aggregated period of Significant Failure within a Service Month, calculated in minutes.

1.5 **Service Availability** = $1 - (\text{Period of Significant Failure in Minutes within a Service Period} / \text{the total time of a Service Period in minutes}) \times 100\%$. The Service Availability of the Tencent Cloud DMS shall be **calculated separately for each Service Month**.

1.6 **Monthly Service Fee**: the total service fee you actually consumed within a Service Month, excluding the part of fee you have paid for but have not consumed.

2. Service Availability

The Service Availability of the Tencent Cloud DMS will be **no less than 99.5%**. If the Service Availability fails to meet the abovementioned standard, you will be entitled to the compensations set forth in Article 3 below, excluding in any circumstance as provided in Article 4 Release of Liabilities below.

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

(1) 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.

(2) If the Service Availability in a Service Month fails to meet the standard, the amount of compensation shall be calculated for such Service Month separately, 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 refers to the fee you actually paid, excluding the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability in a Service Month (Av)	Value of Compensational Voucher
$99.5\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	20% of the Monthly Service Fee
Less than 95%	50% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation through (and 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.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding period of downtime shall not be counted toward the period of Service unavailability and Tencent Cloud shall not be held liable to you for compensations or any other liability:

- 4.1 any failure on the user's side;
- 4.2 any loss or leak of data, passcode or password due to the user's improper maintenance or improper confidentiality measures;
- 4.3 any attack by hackers on the user's applications or data;
- 4.4 any negligence of the user or operation authorized by the user;
- 4.5 any event out of our reasonable control, including any *force majeure*, such as earthquakes, epidemics, failures related to submarine communication cables, telecommunication infrastructure or system failures, riots, and natural disasters;
- 4.6 any use of illegal information involving pornography, gambling, illegal drugs, political parties, politics, military, fraud, etc., by the user;
- 4.7 any event due to your failure to pay for any fee payable to us;
- 4.8 any trial product, feature, or trial access that has not been made available publicly on the official website of Tencent Cloud;
- 4.9 any event due to your failure to comply with any configurations required by this Service;
- 4.10 any system maintenance with prior notice to the user by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;

4.11 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;

4.12 any incident due to major accident or failure relating to an internet service provider;

4.13 any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;

4.14 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 amount of compensation 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)