

Terms and Policies

Tencent Cloud Policy

Product Documentation



Copyright Notice

©2013-2019 Tencent Cloud. All rights reserved.

Copyright in this document is exclusively owned by Tencent Cloud. You must not reproduce, modify, copy or distribute in any way, in whole or in part, the contents of this document without Tencent Cloud's the prior written consent.

Trademark Notice



All trademarks associated with Tencent Cloud and its services are owned by Tencent Cloud Computing (Beijing) Company Limited and its affiliated companies. Trademarks of third parties referred to in this document are owned by their respective proprietors.

Service Statement

This document is intended to provide users with general information about Tencent Cloud's products and services only and does not form part of Tencent Cloud's terms and conditions. Tencent Cloud's products or services are subject to change. Specific products and services and the standards applicable to them are exclusively provided for in Tencent Cloud's applicable terms and conditions.

Contents

Tencent Cloud Policy

Terms of Service

Privacy Policy

Data Privacy and Security Agreement

Acceptable Use Policy

Copyright Policy

Service Level Agreements

General Service Level Agreements

ANTI-DDOS Service Level Agreement

CVM Service Level Agreement

COS Service Level Agreement

CFS Service Level Agreement

CDM Service Level Agreement

CCN Service Level Agreement

CKafka Service Level Agreement

CDB Service Level Agreements

CDN Service Level Agreements

ES Service Level Agreement

GME Service Level Agreement

GAAP Service Level Agreement

LVB Service Level Agreement

MongoDB Service Level Agreement

SMS Service Level Agreement

TKE Service Level Agreement

TRTC Service Level Agreement

VOD Service Level Agreements

VPC Service Level Agreements

Cross-region Interconnection Service Terms

Peer Connection SLA

Privacy FAQs

Cookies Policy

Tencent Cloud Policy

Terms of Service

Last updated : 2019-05-28 14:54:07

TENCENT CLOUD TERMS OF SERVICE

Welcome, and thank you for your interest in the online services collectively known as Tencent Cloud, along with any related websites, networks, applications, and other services provided by Tencent (collectively, the "**Services**"). These Terms of Service are a legally binding contract between you and Tencent regarding your use of the Services. For the purposes of these Terms of Service, "**Tencent**," "**we**," "**our**," and "**us**" refer to the applicable Tencent contracting entity set forth in Section 3.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING the then-current additional terms applicable to the Services posted online [here](#), including the Privacy Policy, Data Privacy and Security Agreement, Acceptable Use Policy, Copyright Policy, the PRC Service Region Terms, the North America Terms, the EEA Consumer Terms, the Germany Terms, any Service-specific terms, and the Service Level Agreement (collectively, "**Additional Terms**," and together with these Terms of Service, the "**Terms**"). Please see our Privacy and Cookies Policy for further information regarding our use of your personal information submitted to or via the Services. If you are not eligible, or do not agree to the Terms, then you do not have Tencent's permission to use the Services. *YOUR USE OF THE SERVICES, AND TENCENT'S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY TENCENT AND BY YOU TO BE BOUND BY THESE TERMS.*

1. THE SERVICES AND APPLICATIONS. The Services are further described at <http://intl.cloud.tencent.com>, and include: (a) the documentation for the Services (as may be updated from time to time) in the form generally made available by Tencent to its customers for use with the Services; (b) the APIs, mobile applications, and Software provided by Tencent in connection with the Services; and (c) any additional services purchased by you. The Services allow you to create applications using the Services or run applications on the Services ("**Applications**"). Applications include any source code written by you to be used with the Services or otherwise hosted on Tencent Cloud.

2. ELIGIBILITY. You must be at least 18 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in

compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

3. CONTRACTING ENTITY; GOVERNING LAW

(a) The country specified in your registered billing information determines: (i) the Tencent entity with which you are contracting under these Terms and (ii) the governing law that applies to these Terms and your use of the Services, as set forth in the table below.

| Your Location | Tencent Contracting Entity | Governing Law |
|--|---|-------------------|
| European Economic Area and Switzerland | Tencent Cloud Europe B.V., a Dutch registered company located at Atrium Building, 8 th Floor, Strawinskylaan 3127, 1077 ZX, Amsterdam, the Netherlands | England and Wales |
| North America | Tencent Cloud LLC, a Delaware corporation registered company located at 250 W. 1st St., Ste 310, Claremont, CA 91711. | California, USA |
| Rest of the world | Aceville Pte Ltd, a Singapore-registered company located at 16 Collyer Quay, No. 1829, Level 18, Singapore 049318. | Hong Kong |
| People's Republic of China | Tencent Cloud Computing (Beijing) Co., Ltd. | PRC |

(b) The country specified in your registered billing information may cause additional or different terms to apply as follows. If your use of the Services is subject to consumer protections as determined under applicable law, additional terms apply, as set forth in the EEA Consumer Terms and the Germany Terms below. If the country specified in your registered billing information is in North America, you shall be subject to the North America Terms below. In addition to the above, additional or different terms may apply to your use based on your local laws.

(c) "**PRC**" means the People's Republic of China, and for the purpose of these Terms only, does not include Hong Kong, Macau, and Taiwan.

4. USE OF SERVICES

(a) Accounts and Registration. When you register for a Tencent Cloud account ("**Account**"), you may be required to provide us with some information, such as your name, postal address, email address, or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. We may deny you the right to create an account.

(b) End Users and Access. Any entities or individuals that access the Services under your Account or an Application are referred to in these Terms as "**End Users**." You and your authorized End Users may access and use the purchased Services in accordance with these Terms during the Term. If you become aware of any unauthorized use of your Account or the password for your Account, you will notify Tencent as promptly as possible. If you are an entity, organization, or company, you will permit only your employees and contractors to access the Services through your Account. You are responsible for safeguarding any and all Account details and access credentials. Any breach of these Terms or any use of your Account by anyone to whom you disclose your username or password will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations to us. Tencent may provide downloadable tools, software development kits, sample code, or other computer software in connection with the Services or with the use of your Account ("**Software**"). You may use any Software provided by Tencent in connection with these Terms during the Term and solely in connection with the Services provided under these Terms.

(c) Service Regions. Certain Services allow you to select a geographically defined service region in which User Data is stored in order to provide the Services (a "**Service Region**"). Where a Service Region applies, Tencent will, upon your request, store User Data in the Service Region you select when User Data is being used for the provision of those Services. However, notwithstanding the foregoing, Tencent may transfer and store User Data for backup purposes in a location other than the selected Service Region. In addition, you acknowledge that the Tencent contracting entity which is a party to these Terms may not be the entity in custody or control of User Data. If you use Services that do not require the selection of a Service Region, Tencent may process and store User Data in any location. If your selected Service Region is the PRC, then the PRC Service Region Terms below apply with respect to those Services for which the PRC is the selected Service Region.

(d) Suspension of Services. If you become aware that any Application (including an End User's use of an Application) or User Data violates these Terms, including the Additional Terms, you will immediately suspend the Application, remove the User Data, and suspend access by the End User, as applicable. If you fail to do so within twenty-four hours after Tencent sends notice of any violation, Tencent may suspend or disable the Application and disable your Account until that violation is corrected. In the event that Tencent determines that a violation could: (a) disrupt the Services; (b) disrupt use of the Services by a third party; (c) disrupt the Tencent network or servers used to provide the Services; or (d) allow unauthorized third party access to the Services, then Tencent or its Affiliates may immediately without prior notice to you, suspend your Account or the offending Application or End User account, to the minimum extent required to prevent or resolve that violation. "**Affiliate**" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party, where "Control" means control of greater than fifty percent of the voting rights or equity interests of a party or by way of contract, management agreement, voting trust, or otherwise.

(e) Service Modifications. Tencent may discontinue or make any changes to the Services at any time. If Tencent discontinues or makes any changes to the Services that would materially decrease the functionality of those Services, Tencent will use commercially reasonable efforts to inform you of the change with reasonable advance notice before it goes into effect, provided that you have subscribed to be informed about those changes. Tencent may make the change, and will not be obligated to provide notice if the discontinuation or change is necessary to address an emergency or threat to the security or integrity of the Services, comply with or respond to litigation, address Intellectual Property Rights concerns, or comply with the law or government requests. Tencent may provide periodic updates to the Software or Services provided by Tencent from time to time ("**Updates**"). Tencent may also make new features or functionality available from time to time through the Services and add new services to the Services from time to time (by adding them at the URL set forth under that definition), the use of which may be contingent upon your agreement to additional requirements.

(f) Security and Privacy. Tencent's security and privacy practices are available in the Additional Terms. You shall configure and use the Services in a way that meets your security requirements.

(g) Third Party Applications. You are solely responsible for any software used by you in connection with your use of the Services ("**Third Party Software**"), including third party software made available in connection with the Services. Tencent is not responsible for and is not liable for any damages or losses arising from the use of the Third Party Software, and Tencent does not endorse, support or guarantee the quality, reliability, or suitability of any Third Party Software. You will comply with any terms and conditions applicable to Third Party Software. Tencent does not provide any technical support for any Third Party Software. Please contact the relevant supplying third party for technical support.

(h) Access to Your Device. In order for Tencent to provide the Services, Tencent may require access to and use of a device you own or control. For example, Tencent may need to access a device's processor and storage to complete a Software installation. Tencent will provide further information regarding how Tencent Cloud accesses the device within Tencent Cloud. You agree to give Tencent access to the device for these purposes, and you acknowledge that if you do not provide access, Tencent may not be able to provide the Services (or certain features within the Services). You agree that Tencent may use or access Personal Information (as defined in Tencent's Privacy Policy) within the device in the course of providing Tencent Cloud, and that any Personal Information will be treated in accordance with Tencent's Privacy Policy.

5. FEES AND PAYMENTS

(a) You may, from time to time, be required to make payments to us as part of your use of the Services ("**Fees**"). Except as otherwise set forth in the EEA Consumer Terms, all Fees are non-refundable. You agree that you are solely responsible for payment of all Fees and all taxes associated with any such payments. All payments made by you shall be made free and clear of and without deduction for any tax. To the extent that you are required by applicable law to make such a deduction or withholding of tax, you shall provide

us with an official tax receipt or other appropriate supporting documentation within thirty (30) days after payment of the deduction or withholding tax and increase the amount paid to us to the extent necessary to ensure that we receive a sum equal to the amount we would have received had no such deduction or withholding been made.

(b) At the time you create an Account or otherwise sign up for Services you may be asked to provide a credit card, and thereafter may be able to link alternative means of payment to your Account (each a "**Payment Method**"). You agree that (subject to applicable laws and regulations): (i) you authorize us to: (1) save your chosen Payment Method's information (e.g., credit card information) on our systems or that of our payment processor; and (2) periodically bill your chosen Payment Method for Services consumed during the prior month or pursuant to an alternative payment structure we agree to; and (ii) if any payment made via your chosen Payment Method is rejected, denied, not received by us or returned unpaid for any reason: (1) we may suspend or terminate your access to the Services until your payment is properly processed; (2) charges will continue to be incurred and you are liable to us for any fees, costs, expenses or other amounts we incur arising from such rejection, denial or return (and we may charge you for such amounts); and (3) we may charge late fees up to the maximum amount permissible under law. We will present you with an invoice on or about the second day of a given month for Services consumed during the prior month and will charge your Payment Method at the time we issue your invoice.

(c) Your card issuer may charge you an online handling fee or processing fee in connection with your payment of Fees. We are not responsible for this fee.

(d) We may change or introduce any charges for the Services at any time after prior notice by publication within the Services. Any new or changed charges will immediately apply to your use of the Services.

(e) If you and Tencent agree to other payment terms or Payment Methods in writing (including email), then those alternative provisions shall apply in the event of a conflict with this Section.

6. TECHNICAL SUPPORT AND SERVICE LEVELS

(a) SLAs. Tencent will provide any related Services in accordance with the relevant services level agreement ("**SLA**"), if any, set forth in the Additional Terms.

(b) Support for Services. Except to the extent required by applicable law with respect to consumers, Tencent is under no obligation to provide technical support or other services unless you have purchased support services. You acknowledge and agree that technical support or other services may require you to pay additional costs and other fees.

(c) Support for Applications. You are responsible for technical support of your Applications.

7. YOUR OBLIGATIONS

(a) Compliance. You are solely responsible for your Applications and User Data and for making sure your Applications and User Data comply with these Terms (including the Additional Terms). Tencent reserves

the right to review all of your Applications to ensure your compliance with these Terms. You acknowledge and agree that you are responsible for all use of the Service by End Users, End Users' access to your Applications and User Data, activities under your Accounts, and for otherwise ensuring that each End User complies with these Terms.

(b) Privacy. You will protect the privacy of your End Users in accordance with all applicable laws and regulations, including by communicating a legally adequate privacy notice to End Users. You may have the ability to access, monitor, use, or disclose User Data submitted by End Users through the Services. You will obtain and maintain any required consents from End Users to allow your access, monitoring, use, and disclosure of User Data.

(c) Restrictions. You will not, and will not allow your Affiliates, employees, and contractors and any third parties under your control, management, supervision, or otherwise to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (except to the extent such a restriction is expressly prohibited by applicable law, and where you are permitted by law to so reverse engineer, you will contact Tencent to obtain the desired information prior to such reverse engineering); (b) use the Services for the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage; (c) use the Services to benchmark the Services or in any manner that is competitive with the Services; (d) sublicense, resell, or distribute any or all of the Services separate from any integrated Application; or (e) access the Services in a manner intended to avoid incurring Fees or otherwise avoiding usage limitations. To the extent you choose a Service Region that includes the United States, you will not, and will not allow your Affiliates, employees, and contractors and any third parties under your control, management, supervision, or otherwise to: (a) process or store any User Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State; or (b) process or store any User Data that is subject to the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, or any regulations issued under it.

8. INTELLECTUAL PROPERTY RIGHTS AND USER DATA

(a) Tencent Cloud Intellectual Property Rights. All Intellectual Property Rights in and to the Services, as between you and Tencent, will be owned by Tencent and its licensors. Except as expressly set forth in these Terms and to the extent this can be done under applicable law, Tencent does not grant to you any licenses or other rights, implied or otherwise, in or to Tencent's Intellectual Property Rights. "**Intellectual Property Rights**" means all current and future worldwide rights under patent, copyright, trade secret, trademark, or moral rights laws, and other similar rights.

(b) Tencent Confidential Information. "**Tencent Confidential Information**" means information that Tencent (or an Affiliate) discloses to you under these Terms, and that is marked as confidential or should reasonably be considered confidential based on the nature of the information and the circumstances of

its disclosure. You will not disclose the Tencent Confidential Information except to those of your Affiliates, employees, and contractors who need to know the Tencent Confidential Information for the purposes of exercising your rights and performing your obligations under these Terms, and who have agreed in writing to confidentiality obligations that are at least as protective as these Terms. You will, and will take appropriate measures to ensure that your Affiliates, employees, and contractors: (a) take at least reasonable care to protect the confidentiality of the Tencent Confidential Information; and (b) do not use the Tencent Confidential Information for any purpose other than to exercise your rights and perform your obligations under these Terms. However, you may also disclose Tencent Confidential Information to the extent required by applicable laws, regulations, or government orders; provided that you use commercially reasonable efforts, if legally permitted, to: (i) promptly notify Tencent of those disclosure requirements before disclosing the Tencent Confidential Information; and (ii) provide to Tencent any information reasonably requested to assist Tencent in seeking a protective order or other confidential treatment for that Tencent Confidential Information.

(c) **Feedback.** If you provide Tencent or its Affiliates with any suggestions, ideas, comments, or other feedback about the Services ("**Feedback**"), Tencent and its Affiliates may use and otherwise exploit that Feedback without restriction and without obligation to you; provided, however, Tencent will not publicly disclose Feedback in a way that is identifiable to you.

(d) **User Data.**

(i) "**User Data**" means any data, information, media or other content submitted by you or your End Users to the Services, but excluding any data provided by Tencent or its Affiliates as part of your general Account.

(ii) Tencent will access and process User Data only in connection with the provision of the Services and otherwise in accordance with these Terms and as described in our Privacy Policy. You hereby grant to Tencent a non-exclusive, sublicensable license to access, copy, and use User Data to provide the Services, and otherwise use in accordance with these Terms.

(iii) You acknowledge and agree that Tencent may disclose User Data to third parties with or without notice to you: (i) to comply with applicable law or protect Tencent's rights; or (ii) to comply with court orders, a lawful government or law enforcement request, or other legal process. Tencent may also block or remove User Data as required by applicable law or otherwise in accordance with these Terms and our Privacy Policy.

(iv) You are solely responsible for maintaining and backing up User Data. You represent and warrant that: (i) you have all rights required to provide User Data to Tencent, for Tencent to use the User Data as provided for in these Terms and for you to use in connection with your use of the Services; and (ii) User Data, and your use of User Data through the Services does not violate any laws or rights of any person. You retain all Intellectual Property Rights in User Data.

9. TERM AND TERMINATION; SUSPENSION

- (a) Term. These Terms will commence when you accept these Terms or first download, install, access, or use the Services and continue until terminated as set forth below ("**Term**").
- (b) Termination by Tencent. To the extent permitted under applicable law, Tencent may, at its sole discretion, terminate these Terms, or suspend or terminate your access to the Services or any aspect of the Services, immediately upon written notice to you if:
- (i) you violate any provision of these Terms;
 - (ii) you have not paid any Fees or other amounts owed by you to Tencent within 10 days after the applicable due date;
 - (iii) Tencent reasonably believes that you have violated any applicable laws, or engaged in any fraudulent or deceptive activity, in connection with your use of the Services;
 - (iv) you enter into liquidation, administrative receivership, bankruptcy or make any voluntary agreement with your creditors or are unable to pay your debts as they fall due;
 - (v) any person agrees to acquire or acquires the legal, beneficial or equitable ownership, directly or indirectly, of 50% or more of your capital stock or the equivalent right under contract to control your management decisions; or
 - (vi) Tencent, at its sole discretion, terminates its provision of or access to the Services (1) in your jurisdiction or industry sector or field of business, or (2) for all of its users or customers.
- (c) Termination by you. You may terminate your account and these Terms at any time by following the instructions provided within the Services. Except as set forth in the EEA Consumer terms, if you terminate your account and these Terms, you are not entitled to a refund of any fees paid to Tencent.
- (d) No Liability for Termination. Except as expressly required by law, if either party terminates these Terms in accordance with any of the provisions of these Terms, neither party will be liable to the other because of the termination, for expenditures or commitments made in connection with these Terms or damages caused by the loss of prospective profits or anticipated sales. Termination will not, however, relieve either party of obligations incurred prior to the effective date of the termination.
- (e) Effect of Suspension. If Tencent suspends your access to any or all of the Services: (a) you remain responsible for all Fees accrued through the date of suspension (including where the charges were incurred before suspension date but performance of the relevant obligations were after the suspension date); (b) you remain responsible for any applicable charges for any part of the Services to which you have access; and (c) you will not be entitled to any service credits under any applicable Service Level Agreement for any period of suspension.
- (f) Effects of Termination.

(i) Upon termination of these Terms: (i) you will pay Tencent any Fees or other amounts owed under these Terms within thirty (30) days of termination, (ii) you will delete the Software and remove from the Services any Application and User Data; and (iii) upon Tencent's request, you will use commercially reasonable efforts to return or destroy all Tencent Confidential Information. Tencent has no obligation to make accessible to you any User Data after the termination of these Terms.

(ii) In addition, the following provisions will survive any termination of these Terms: Sections 1, 5, 7, 8, 9(d), 9(e) , 9(f) , 10(a), 10(b), 11, and 12.

10. DISCLAIMER

(a) Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER TENCENT NOR ANY OF ITS LICENSORS OR AFFILIATES, PROVIDERS OR DISTRIBUTORS, MAKE, AND TENCENT HEREBY DISCLAIMS ON BEHALF OF ITSELF AND ITS LICENSORS, ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE TENCENT CLOUD, ANY OTHER SOFTWARE OR SERVICES, OR ANY MEDIA OR OTHER CONTENT SUBMITTED, UPLOADED, STORED, TRANSMITTED OR DISPLAYED BY OR THROUGH THE SERVICES, INCLUDING ANY REPRESENTATION, WARRANTY OR UNDERTAKING:

(i) THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE OR FREE FROM VIRUSES OR HARMFUL COMPONENTS;

(ii) THAT USER DATA WILL BE SECURE AND NOT BE SUBJECT TO ALTERATION, LOSS OR DAMAGE;

(iii) THAT THE SERVICES OR SOFTWARE WILL BE COMPATIBLE WITH YOUR OR YOUR END USERS' NETWORKS, SYSTEMS, APPLICATIONS, HARDWARE, OR DEVICES; OR

(iv) THAT THE SERVICES WILL BE OF MERCHANTABLE QUALITY OR FIT FOR ANY PARTICULAR PURPOSE. THE SERVICES not ARE designed or intended FOR HIGH RISK ACTIVITIES.

(b) Sole and Exclusive Remedy. The parties acknowledge and agree that, regardless of anything to the contrary in these Terms, your sole and exclusive remedy for a breach of an SLA is the receipt of any applicable service credits as set forth and pursuant to the applicable SLA.

11. LIMITATION OF LIABILITY; INDEMNIFICATION

(a) Cap on Liability. EXCEPT WITH RESPECT TO FEES PAYABLE BY YOU, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF TENCENT AND ITS AFFILIATES, ON THE ONE HAND, AND YOU ON THE OTHER, FOR ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS, THE SERVICES, AND THE SOFTWARE WILL BE LIMITED TO THE TOTAL FEES THAT YOU HAVE PAID TO TENCENT UNDER THESE TERMS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THAT EVENT GIVING RISE TO THE LIABILITY FIRST OCCURRED.

(b) Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW NEITHER TENCENT, NOR ITS AFFILIATES OR THEIR LICENSORS WILL BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, FOR: (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; OR (B) LOST PROFIT, REVENUE, CUSTOMERS OR OPPORTUNITIES, AS A RESULT OF THE SERVICES BEING UNAVAILABLE TO YOU.

(c) Disclaimer of Certain Liabilities. If the Services are interrupted for any of the reasons set forth below, Tencent will promptly cooperate with the entities involved to resolve the applicable interruption, and to the extent permitted under applicable laws, Tencent disclaims liability for any loss to the extent caused by the following:

(i) causes attributable to infrastructure operators, including but not limited to technical adjustments made by telecommunications operators, damage to telecommunications/power lines, installation, modification or maintenance of telecommunications networks/power resources by telecommunications/power operators.

(ii) your use of the Services in a manner not authorized by Tencent; improper operation by you or failures in your computer software, systems, hardware, or telecommunications lines.

(iii) any other circumstances not attributable to the fault of, outside the control of, or not reasonably foreseeable by, Tencent.

(d) Tencent Indemnification.

(i) Tencent will defend or, at its option, settle any third party claim, suit or proceeding ("**Claim**") brought against you alleging that the use of the Services by you or your End Users in accordance with these Terms infringes a third party patent or copyright. Tencent will have sole control of the defense or settlement negotiations, and Tencent agrees to pay, subject to the limitations set forth in these Terms, any final judgment entered against you and any amounts agreed to in settlement by Tencent as a result of such infringement in any Claim defended by Tencent; provided that you provide Tencent with: (i) prompt written notice of the Claim; (ii) sole control over the defense and settlement of the Claim; and (iii) all reasonably requested information and assistance, at Tencent's expense, to settle or defend the Claim.

(ii) In the event that any Claim is brought or, in Tencent's opinion, likely to be brought, Tencent may, at its sole option and expense: (i) procure for you the right to continue to use the applicable Service; (ii) modify the Service, or replace the Service with non-infringing software or services that do not materially impair the functionality of the Service; or (iii) if neither of the foregoing is feasible on commercially reasonable terms, terminate these Terms and refund on a pro-rata basis any fees prepaid by you to Tencent for the applicable Service.

(iii) Tencent will have no obligation to you under this Section 11(d) to the extent a Claim arises from: (i) your breach of these Terms; (ii) User Data; (iii) use of the Software or Services in combination with any

products, services, data, software, hardware or business processes not provided by Tencent, if the alleged infringement is based on that combination; (iv) use of non-current or unsupported versions of the Services; (v) modifications to the Software or Services by anyone other than Tencent or its Affiliates; or (vi) liability arising from your or any End User's use of the Services after Tencent has notified you to discontinue such use.

(iv) THIS SECTION 11 STATES THE ENTIRE LIABILITY OF TENCENT, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THE SERVICES.

(e) Your Indemnification. You will defend or, at your option, settle any Claims brought against Tencent, its Affiliates, and each of their respective licensors, employees, officers and directors, to the extent they are based upon or arise out of: (a) any allegation that any Application or User Data infringes or misappropriates the Intellectual Property Rights of any third party; (b) your, or your End Users', use of the Services in a way that would be a violation of the these Terms, including the Additional Terms; or (c) a dispute between you and an End User; provided that Tencent or its Affiliates may participate in the defense and settlement negotiations using counsel of their choice, at Tencent's or its Affiliates' expense, and any settlement requiring Tencent or its Affiliates or their employees or agents to admit liability, pay money, or take or refrain from taking any action will require Tencent's or the Affiliate's prior written consent, not to be unreasonably withheld, conditioned, or delayed. You agree to pay any final judgment entered against Tencent or its Affiliates or their employees or agents, and any amounts you agree to in a settlement, as a result of those Claims. Tencent will provide you with: (a) prompt written notice of any Claims; and (b) any available information and assistance, at your expense, to settle or defend the Claim.

(f) Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN YOU AND TENCENT. THIS ALLOCATION IS REFLECTED IN THE FEES CHARGED BY TENCENT TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TENCENT. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE LIMITED REMEDIES IN THESE TERMS HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

(g) NOTHING IN THESE TERMS CAN EXCLUDE OR LIMIT THE LIABILITY OF TENCENT, ITS AFFILIATES OR THEIR LICENSORS FOR DEATH OR PERSONAL INJURY, WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

12. GENERAL

(a) Independent Contractors. The relationship of the parties established by these Terms is that of independent contractors, and nothing contained in these Terms should be construed to give either party the power to (i) act as an agent or (ii) direct or control the day-to-day activities of the other. Financial and other obligations associated with each party's business are the sole responsibility of that party.

(b) Non-Assignability and Binding Effect. Neither party may assign or otherwise transfer, by operation of law or otherwise, its rights or obligations under these Terms without the prior written consent of the other party, except Tencent may freely assign or otherwise transfer these Terms without your consent: (a) in connection with a merger, acquisition or sale of all or substantially all of Tencent's assets; or (b) to any Affiliate or as part of a corporate reorganization. Any attempted assignment or transfer in violation of the foregoing restriction will be void. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

(c) Consent to Electronic Communications. By using the Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically, whether by e-mail, through the Services Platform, or otherwise, will satisfy any legal communication requirements, including that those communications be in writing.

(d) Force Majeure. If the performance of these Terms is delayed or either party breaches these Terms due to an event of force majeure, including but not limited to natural disasters, acts of government, promulgation or change of policies, promulgation or change of laws and regulations, strikes and unrest, neither party will be liable for the breach, provided that the affected party will notify the other party as soon as practicable. If an event of force majeure prevents the performance of these Terms for more than 30 calendar days, either party may terminate these Terms, without assuming any liability, by giving 15 days' advance written notice to the other party.

(e) Governing Law and Dispute Resolution. Except as provided in the North America Terms, EEA Consumer Terms, and Germany Terms below, any claims for equitable relief may be brought any court of competent jurisdiction even if the parties have chosen an exclusive venue below. These Terms are governed by the jurisdiction set forth in Section 3. Unless the North America Terms, EEA Consumer Terms, and Germany Terms specify otherwise, all claims arising out of or relating to these Terms or the Services, will be resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Centre Rules in force when the notice of arbitration is submitted. The seat of the arbitration will be Hong Kong and the language will be English. All proceedings will be confidential and there will be one arbitrator only.

(f) Waiver and Severability. The waiver by either party of any breach of these Terms does not waive any other breach. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms. If any part of these Terms is unenforceable, the remaining portions of these Terms will remain in full force and effect.

(g) No Third-Party Beneficiaries. These Terms are not intended to confer any benefits on any third party except to the extent that it expressly states that it does. End Users are not a third party beneficiaries to these Terms.

(h) Export Compliance. In connection with the Services, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all laws and regulations. You are solely responsible for compliance with applicable laws related to the manner in which you choose to use the Services, including: (a) your transfer and processing of User Data; (b) the provision of User Data to End Users; and (c) specifying the Service Region in which any of the foregoing occur. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the PRC, or any other applicable government authority.

(i) Entire Agreement. These Terms and the Additional Terms are the final and complete expression of all agreements between you and Tencent regarding their subject matter and supersede all prior oral and written agreements regarding these matters. The Additional Terms referred to in these Terms are incorporated by this reference. In the event of any conflict between the terms of the main terms and conditions of these Terms and the Additional Terms, these main terms and conditions will control, followed by the Additional Terms. However, the terms and conditions of the PRC Service Region Terms, the North America Terms, the EEA Consumer Terms, or the Germany Terms will control, if applicable.

(j) Modification of these Terms. Tencent may amend these Terms, including the Additional Terms, from time to time by posting updated versions to the Tencent Cloud site. Updated versions will be effective no earlier than the date of posting. Tencent will use reasonable efforts to notify you of the changes, but you are responsible for periodically checking these Terms and the Additional Terms for any modifications. Your continued use of the Services constitutes your acceptance of any amended Terms. Amended Terms are not applicable retroactively.

TENCENT CLOUD PRC SERVICE REGION TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service (“**Terms**”) for which the PRC is the Service Region, such Services shall be subject to the terms of these PRC Service Region Terms. Any terms used but not defined in these PRC Service Region Terms have the meaning given to them in the Terms.

1. Prohibited Conduct. When using Services in the PRC, you must comply with all applicable laws, regulations, rules and policies, and safeguard internet security. You must not engage in, or facilitate, any activities that constitute a violation of laws and regulations, including but not limited to:

(a) activities that: jeopardize national security, reputation or interests; incite subversion of state power; overthrow the socialist system; incite division of state and sabotage national unity; advocate terrorism or

extremism; incite ethnic hatred or discrimination;

(b) deceptive, false or misleading practices, or practices that infringe the intellectual property rights or legitimate rights and interests of others, such as using "private servers" or "plug-ins";

(c) the posting or dissemination of spam or unlawful content that disrupt national order, jeopardize national security, or advocate feudal superstitions, obscenity, pornography or vulgarity;

(d) violation of operating rules relating to networks, devices or services linked to the Tencent Cloud network; unlawful or unauthorized access, misappropriation, interference or surveillance;

(e) any actual or attempted sabotage of network security, including but not limited to performing malicious scanning of websites and servers, hacking into a system, or unlawfully accessing data by using viruses, Trojans or malicious codes, phishing and so forth;

(f) any actual or attempted modification of system configuration set by Tencent or any actual or attempted sabotage of system security; using technological means to undermine or disrupt the operation or others' use of the Services; any actual or attempted disruption of the normal operation of any products of Tencent or any part or functions thereof in any way, or the production, posting or dissemination of such tools or methods;

(g) you being frequently attacked (including but not limited to DDoS attacks) as a result of the provision of services, including but not limited to "DNS resolution", "security services", "domain name proxy" and "reverse proxy", and failing to correct your practices in a timely manner, or failing to eliminate the effects as requested by Tencent, thereby causing an impact on the Services platform or on others;

(h) other illegal or non-compliant practices, including but not limited to illegal activities such as gambling.

2. Retention of User Data. Any data and other information saved by you on Tencent's servers as a result of using the Services will be retained by Tencent for Customer for a period of 15 days (the "**Retention Period**") upon termination of the Terms. Fees (if any) incurred during the Retention Period will be borne and paid by you. You will settle all fees and fully migrate all such data and other information prior to the expiration of the Retention Period. The Services will automatically delete all of such data and information upon expiration of the Retention Period.

3. Your Information.

(a) You shall provide truthful, legitimate and valid information (the "**Information**") in accordance with the registration procedures for the Services, including but not limited to your name, contact, email, telephone, mailing address, industrial and commercial registration documents and so forth. If any change occurs to the Information, you shall promptly notify Tencent of such change.

(b) To ensure account and transaction security, Tencent shall be entitled to require you to carry out real-name authentication at any time, and you shall cooperate accordingly. You agree that Tencent Cloud may

authenticate your Information with third parties, and you authorize Tencent to obtain all necessary information relating to your use of the services.

(c) In order to reasonably protect your interests and those of your users and other right holders, Tencent shall be entitled to put in place processes and systems specifically devoted to dealing with infringement and complaints, and you shall comply with such processes and systems. If Tencent receives a complaint or report from a third party against you, Tencent shall be entitled to disclose your information (including but not limited to your registered name, identification, contacts, telephone number and so forth) to the complainant as necessary and urge you to consult with the complainant, with a view to promptly resolving such complaint or dispute and protecting the legitimate rights and interests of all parties concerned. You shall extend your cooperation; failure to do so may affect your use of the Services.

4. Security. You will not install or use any pirated software on the Services, and must take security measures to protect your computer information systems as required under applicable PRC rules, including but not limited to installing any required State-approved security products specifically designed for computer information systems.

5. Remedies. If Tencent discovers, on its own or based on information provided by the competent authorities or complaints filed by rights holders, that you have violated applicable laws, regulations or rules, or breached the Terms, including these PRC Service Region Terms, Tencent will be entitled to take any one or more of the following steps at its own discretion:

- (a) demanding that you immediately remove or modify the content in question;
- (b) directly removing or blocking the content in question or disabling the links in question;
- (c) restricting or suspending the provision of the Services to you (including but not limited to directly taking your services offline and withdrawing the relevant resources or setting restrictions on your operations under your Account(s));
- (d) in case of serious violations or breaches, Tencent will have the right to terminate the provision of Services to you and terminate the Terms (including but not limited to directly taking all of your services offline and withdrawing the relevant resources). The fees already paid by you for any unused service period will be credited to Tencent as liquidated damages;
- (e) pursuing other liabilities against you in accordance with law.

6. Cooperation with Authorities. Tencent will be entitled to cooperate with any inquiry made by the judicial authorities, administrative authorities or other competent authorities of the PRC, and provide the information, so as to resolve complaints and disputes in timely manner and protect the legitimate rights and interests of all parties concerned.

7. Governing Law. The provisions of Section 12(e) and the provisions of Section 3 concerning governing law of the Terms are hereby deleted and restated as follows:

The formation, effectiveness, performance and interpretation of, and dispute resolution in relation to, these Terms will be governed by the laws of the PRC (excluding the conflicts of law provisions). In the event of any dispute arising out of these Terms, the parties will first attempt to resolve the dispute through consultations; if the parties fail to resolve the dispute through consultations in good faith, either party may refer the dispute or conflict to a People's Court in Nanshan District, Shenzhen.

TENCENT CLOUD NORTH AMERICA TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service ("**Terms**") and the country specified in your registered billing information is in North America, you shall be subject to the terms of these North America Terms. Any terms used but not defined in these North America Terms have the meaning given to them in the Terms.

1. Dispute Resolution and Arbitration

(a) Except for the right of either party to apply to any court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute, controversy or claim arising in any way out of or in connection with the Terms, including the existence, validity, interpretation, performance, breach or termination of the Terms, or any dispute regarding pre-contractual or non-contractual rights or obligations arising out of or relating to it ("**Dispute**") will be referred to and finally resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND TENCENT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

(b) Any arbitration between you and Tencent will be administered by the American Arbitration Association ("**AAA**") under its rules in force when the Notice of Arbitration is submitted in accordance with those Rules ("**Rules**"), which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The Rules and filing forms are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act and federal arbitration law apply to the Terms. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing.

(c) Tencent will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the Rules. Any arbitration hearing will

take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the Rules in the county (or parish) of your billing address. The arbitration tribunal will consist of three arbitrators to be appointed in accordance with the Rules. Arbitration will be conducted in English. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

(d) YOU AND TENCENT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Tencent agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

TENCENT CLOUD EUROPEAN ECONOMIC AREA AND SWITZERLAND ("EEA") CONSUMER TERMS

If you are not a business user and you are purchasing the Services for personal use, to the extent you wish to receive Services under the Tencent Cloud Terms of Service ("**Terms**") and the country specified in your registered billing information is in the EEA, such Services shall be subject to the terms of these EEA Consumer Terms. Any terms used but not defined in these EEA Consumer Terms have the meaning given to them in the Terms.

1. Governing Law

These terms shall be governed by English law, except that (if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law and those mandatory laws will apply.

You agree that any dispute between you and us regarding these terms or the Services will only be dealt with by the English courts, except that if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country. If you are a consumer within the EEA, to the extent there is any conflict, this provision shall take precedence over any term in the front-end of these Terms.

If you reside in EEA you may also have recourse to a mediation procedure body designated by us or an alternative dispute resolution process. The European Commission provides consumers with an online dispute settlement platform accessible at the following address: <http://ec.europa.eu/consumers/odr/>.

2. Cancellation Right

You normally have the right to cancel the Services within 14 days after the date the Services start being provided. However, you acknowledge that we start provision of the Services immediately following acceptance of your selection of the Services (which, by selecting the Service, you request us to do) and that you will have no right to change your mind and cancel under the Consumer Contracts Regulations once the Services have been fully carried out. If you cancel before the Services have been fully carried out (and within the 14-day period) then the charge you pay us (and which we will deduct from any refund otherwise due to you) will be proportionate to the Services that have been used by the time you cancel, and will not exceed our reasonable costs of providing the Services up until that point.^[1]

To cancel the Services, you must clearly inform us, preferably:

- by contacting customer service at [email address], giving us your name, address, and order reference; or
- by completing and submitting our cancellation form available on the Site[/Application] at [*hyperlink to form*].

Nothing in this section affects your legal rights.

3. Our refunds policy

If you cancel the Services within the 14-day cooling-off period (see above), we will process any refund due to you as soon as possible and, in any case, within 14 days after you notify us of cancellation.

If you received any promotional or other discount when you paid, any refund will only reflect the amount you actually paid.

Refunds are made using the same method originally used by you to pay for your purchase, unless agreed otherwise.

4. Defective Services

If any Services you order are defective (in other words, they do not comply with the requirements of these Terms), you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe the Services are defective, you should inform us as soon as possible by contacting customer service at [email address], giving your name, address and order reference. Nothing in this section affects your legal rights.

5. France Specific Terms

If you are a consumer residing in France, please note that the exclusion and limitation of liability provisions included in Sections 11(a) and 11(b) of the Terms above, will not apply to you.

[1] **Note to Tencent:** You should include a specific check-box at the point of order placement to capture this acknowledgement and consent. We can assist with wording, if required.

TENCENT CLOUD GERMANY TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service ("**Terms**") and the country specified in your registered billing information is in Germany, you shall be subject to the terms of these Germany Terms, which prevail over the general Tencent Cloud Terms of Service in case of any contradictions. Any Terms used but not defined in these Germany Terms have the meaning given to them in the Terms.

- 1. Privacy Policy.** Our Privacy Policy does not form part of the Terms. It only serves for informational purposes and provides information on how we process personal data within the scope of the Services.
- 2. Changes to the Service and/or the Terms.** We reserve the right to change the Service and/or the Terms. We will notify you of the changed conditions by email at least six (6) weeks before their effective date and will indicate the intended application of these new Terms. If you do not object to the application of the new Terms within this period of time or if you continue to use the Services after the changed Terms have entered into force, the new Terms will be considered to have been accepted. We will notify you of the importance of the six (6) week period, the right to object, and the legal consequences of silence. If you do not accept the new Service and/or Terms, which are essential for the continued provision of our Services, we may terminate our contractual relationship with you.
- 3. Third Party Software.** No terms and conditions applicable to Third Party Software form part of the Terms. You are not bound by any terms and conditions applicable to Third Party Software by these Terms.
- 4. Limitation of Liability, Indemnification.** Notwithstanding Section 11 of the Tencent Cloud Terms of Service, the following applies to you:
 - (a) For damages with respect to injury to health, body or life caused by Tencent, Tencent's representatives or Tencent's agents in the performance of the contractual obligations, we are fully liable.
 - (b) Tencent is fully liable for damages caused wilfully or by gross negligence by Tencent, Tencent's representatives or Tencent's agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by Tencent or to damages which result from malicious action.

(c) If damages, except for such cases covered by Sections 4(a), 4(b) or 4(d), with respect to a breach of a contractual core duty are caused by slight negligence, Tencent is liable only for the amount of the total fees that you have paid to Tencent under these terms in the twelve (12) months immediately preceding the date that event giving rise to the liability first occurred. Contractual core duties, generally, are such duties whose accomplishment enables proper performance of an agreement in the first place and whose performance a contractual party regularly may rely on.

(d) Tencent's liability based on the German Product Liability Act remains unaffected.

(e) Any further liability of Tencent is excluded.

(f) The limitation period for claims for damages against Tencent expires after one (1) year, except for such cases covered by sections 4(a), 4(b), or 4(d).

5. Inapplicable Clauses. The following Section of the Tencent Cloud Terms of Service do not apply to you: Section 9(b)(iv), Section 9(d), Section 10, and Section 12(g).

6. Consent to Electronic Communications. Notwithstanding Section 12(c) of the Tencent Cloud Terms of Service, we will ask you for a separate consent to receiving certain electronic communications from us.

7. Term and Termination. Irrespective of Section 9 of the Tencent Cloud Terms of Service, Tencent may terminate the Terms at any time and for any and no reason upon providing to you 30 days' written notice.

8. Governing Law. Notwithstanding Section 3(a) of the Tencent Cloud Terms of Service, if you use our Services as a consumer, the governing law that applies to the Terms is German law.

Privacy Policy

Last updated : 2019-05-30 16:17:50

SUMMARY

What type of personal information do we collect?

We collect information regarding your use and purchase of our Services and your interactions with Tencent. You also provide information when you make an enquiry on our website or register to use our Services. Examples include your name and contact details. If you are the administrator of the account, you have the ability to provide access rights to other persons by including their email address in the service console. For information that you provide to us to set up your account, and that we collect and generate in managing your Services, we act as the controller. For information that you store using the Services (for example, content that you upload to store on our servers), we act as a processor. See below at [The Types of Personal Information we Collect and Process](#) for more information.

How will we use the collected personal information?

We will use the collected information to create and verify your account, enable password change, process payments, and to communicate with you. See below at [How we use Your Personal Information](#) for more information.

Who do we share the collected personal information with?

We share your information with our third party service providers, related group companies and as required by law. See below at [How we share and store your Personal Information](#) for more information.

Where do we process the collected personal information?

Our servers may be located outside of the country you are located, for example in Mainland China. See below at [How we share and store your Personal Information](#) for more information.

How long do we hold on to the collected personal information?

Your information is retained so long as your account exists. After which, the information is deleted within a set time period, depending upon the type of personal information. See below at [Data Retention](#) for more information.

How do I exercise my rights over my information?

You may have special rights over your information and how we can use it. These include how you can access the information, erasing the information, restricting how your information can be used, objecting to its use and getting a copy of your information. See below at [Your Rights](#) for more information.

Dispute Resolution

If you have any concerns or complaints, please contact us at cloudlegalnotices@tencent.com. See below at [Contact & Complaints](#) for more information.

How will we notify you of changes?

If there are any significant changes to this privacy policy, we will provide a notice on our website. See below at [Updates & Changes](#) for more information.

Contact Information

Data Controller (EEA and Switzerland): Tencent Cloud Europe B.V.. Address: Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands.

Data Controller (Outside EEA and Switzerland): The entity you have contracted with, as set out in the [Terms of Service](#).

Data Protection Officer: Please email cloudlegalnotices@tencent.com.

INTRODUCTION

When you use the Tencent Cloud website and cloud services (including <https://tencentcloud.io> and <https://intl.cloud.tencent.com>) ("**Services**"), you are agreeing to our rules and policies regarding your personal information and you expressly consent to us collecting, processing, using and storing your personal information, as described in this privacy policy.

If you do not agree with this privacy policy, you must not use the Services.

We hold personal information that you provide to us to set up and manage your account and the Services, and personal information generated in connection with your use of the Services ("**Administrative Information**"). We are the data controller of Administrative Information. This privacy policy informs you of your choices and our practices regarding your Administrative Information.

We also hold data, including personal information, that you submit, upload, transmit or display using the Services ("**Content**") and we store this data solely in order to provide the Services. The terms relating to our storage of Content are set out in our [Terms of Service](#) and [Data Processing and Security Addendum](#). You are the data controller of Content and questions about data handling processes from your users or third parties regarding Content should in the first instance be addressed to you. At all times, we act as a service provider to you, and process data on your behalf. You can extract your Content at any time.

If you are located in the European Economic Area or Switzerland, the data controller of your personal information for the purposes of the General Data Protection Regulation is Tencent Cloud Europe B.V., a company registered in The Netherlands with its registered address at Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands. If you are located outside the European Economic Area or Switzerland, the data controller of your personal information is the entity that you have

contracted with, as set out in the [Terms of Service](#). In each case, the relevant entity is referred to in this policy as “**Tencent**”, “**we**” and “**us**”.

Our data protection officer can be contacted at cloudlegalnotices@tencent.com.

SECTION 1: WHERE WE ARE A DATA CONTROLLER

The Types of Personal Information We Collect and Process

We will collect and use the following information about you:

- **Information you give us.** You may give us information about you by making an enquiry about our Services, using our Services or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register for our Services (or for business customer, act as the company’s business representative to register for Services), such as your name, username, email address, photo ID, PayPal ID, telephone number and other information that helps us register you to use our Services.
- **Information we collect about you when use our Services.** We automatically collect certain information from you when you use our Services through the Tencent Cloud web portal, including IP address, User Agent and Device ID, and information regarding your use of our Services such as our log of your visits, site access requests, uploads and downloads.
- **Information that we obtain from a third party.** Tencent Cloud allows administrators of the user account to determine access rights. In doing so, the administrator of your Services (which might be you) can include the email addresses of other persons who are to be given access to the Services under that account. If you are the administrator of the account, you acknowledge and undertake to us that you have the consent of the individual concerned to provide their email address for this purpose.
- We also collect and store your information each time you interact with Tencent, for example, when you communicate with us by email, activate new Services, or complete forms on our website. We also store information about the Services you purchase, such as the activation code, date of purchase, and information relating to any support issue.

Cookies

We use cookies and other similar technologies (e.g. web beacons, Flash cookies, etc.) (“**Cookies**”) to enhance your experience using the Services. Cookies are small files which, when placed on your device, enable us to provide certain features and functionality.

You have the option to permit installation of such Cookies or subsequently disable them. You may accept all Cookies, or instruct the web browser to provide notice at the time of installation of Cookies, or refuse to accept all Cookies by adjusting the relevant function in the web browser of your computer. However, in the event of your refusal to install Cookies, Tencent Cloud may be prevented from providing some of its Services available to you.

For more information about the Cookies we use, please see our [Cookies Policy](#)

Children

Our Service is not intended for children. Children must not use the Service for any purpose. We will not knowingly allow anyone under 16 to register for our Services and/or provide any personal identification information. If you are under 16, please do not sign up to use our Services or provide any information about yourself through the Service.

How We Use Your Personal Information

We will use the information in the following ways and in accordance with the following legal bases:

| Personal Information | Purpose of Use | Legal Basis for Processing (only applicable for the EEA) |
|--|---|--|
| Location, Name, Email Address, IP Address, User Agent (or website browser), Device ID and Tencent Cloud ID, Address (including city and post code) [Mandatory] | We use this information to: <ul style="list-style-type: none"> · create your Tencent Cloud account in accordance with your request; · allow for password resets; · provide you with user support; and · enforce our terms, conditions and policies. | We process this information as it's necessary for us to perform our contract with you to provide the Services. |
| Mobile Number, Email Address [Mandatory] | We use this information: <ul style="list-style-type: none"> · to verify your Tencent Cloud account; · for security protection (if you activate account verification, this will be used to send you SMS alerts and two-factor authentication codes when you modify account passwords, email addresses, etc.); · for product notifications; · for order confirmations; and · for service information (e.g. account balance information, and to communicate to you when your account balance is running low). | It is in our legitimate interests to verify your identity and communicate with you about the Services. |

| Personal Information | Purpose of Use | Legal Basis for Processing (only applicable for the EEA) |
|---|---|---|
| Photo ID (e.g., driver's license or passport) Name, Address and ID Number [Mandatory] | If you elect to use servers located in the PRC (excluding Hong Kong, Macau and Taiwan) for the Services, we use your photo ID (or, where you are a corporate customer, corporate documentation) to ensure that your account is legally verified in accordance with local law. | It is in our legitimate interests to process such data to ensure you are able to activate the service for use in jurisdictions where this is a legal requirement. |
| PayPal ID [Mandatory] | We use your PayPal ID to process payments made by you for use of the Services. | We process this information as it's necessary for us to perform our contract with you to facilitate payment for the Services. |
| Transaction Records (such as date and time of payment for services) [Mandatory] | We provide access to your Transaction Records to allow you to see your transaction history. | We process this information as it's necessary for us to perform our contract with you to manage payments in respect of the Services. |
| Log Data, Metadata, IP Address, User Tickets, User Agent, Date and Time of Access, each URL visit within the Tencent Cloud website whether direct or referred from third party website, Location data (Wifi and GPS) [Optional] | We use this information for strategy and Service improvement and for analytics. | It is in our legitimate interests to improve our strategy and Services. |

| Personal Information | Purpose of Use | Legal Basis for Processing (only applicable for the EEA) |
|---|---|--|
| Customer Service Ticket/ Chat Content, IP Address, Tencent Cloud ID, incident details and response steps [Mandatory] | We use this information to: <ul style="list-style-type: none"> · deal with your concerns and complaints about the Service; and · improve and administer our Services and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes, and to keep our Services safe and secure. | It is in our legitimate interests to improve our Services and provide support in connection with the Services supplied to you. |
| Log and Metadata in relation to incidents [Optional] | We use this information in order to improve our Service and responses. | It is in our legitimate interests to improve our Service and responses. |
| Enquiry Data (data provided when you submit an enquiry via our website contact form or as part of a sales enquiry, including your name, email and phone number) [Mandatory] | We use this information to respond to your request. | It is in our legitimate interests to process this information as it is needed to respond to your request. |
| Promotional Contact Data: Name, Email and Phone Number [Optional] | We use this information to promote our products and services to you. | We process this information with your consent. |

How We Share and Store Your Personal Information

We may share your personal information with selected third parties in and outside your country, including:

- **Third Parties** where we use a third party service to: (a) process payments (such as PayPal); (b) provide customer support (including provision of a support database and ticketing); (c) send SMS service notification; or (d) provide other services, support, features or functionality as part of the Services, including those listed on our [Third Parties](#) page.
- **Related group companies**, including the entities listed on our [Third Parties](#) page, with whom we share your personal information to operate our Services.

To the extent data is transferred outside of the EEA for processing (for example, to Mainland China), we rely on the European Commission's model contracts for the transfer of personal data to third countries (i.e., the standard contractual clauses), pursuant to Decision 2001/497/EC (in the case of transfers to a controller) and Decision 2004/915/EC (in the case of transfers to a processor);

- **Law enforcement agencies, public authorities or other judicial bodies and organisations.** We disclose information if we are legally required to do so, or if we have a good faith belief that such use is reasonably necessary to:
 - comply with a legal obligation, process or request;
 - enforce our terms of service and other agreements, policies, and standards, including investigation of any potential violation thereof;
 - detect, prevent or otherwise address security, fraud or technical issues; or
 - protect the rights, property or safety of us, our users, a third party or the public as required or permitted by law (including exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction); and

- **A third party that acquires all or substantially all of us or our business.** We will disclose information to a third party in the event that we sell or buy any business or undergo a merger, in which case we will disclose your data to the prospective buyer of such business. We will also disclose information to a third party if we sell, buy, merge or partner with other companies or businesses, or sell some or all of our assets. In such transactions, user information may be among the transferred assets.

Third Party Links and Services

Tencent may provide links to other third party websites as a convenience to you (collectively, the "**Third Party Websites**"). Please exercise care when visiting any Third Party Websites. The Third Party Websites have separate and independent privacy policies, notices and terms of use which govern your use of such websites and their use of any information they collect. We recommend you read these policies carefully. Tencent disclaims all liability for personal information you provide to any Third Party Websites.

The Security of Your Personal Information

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of the information transmitted to our site; any transmission of your information is at your own risk.

Data Retention

We will retain your personal information as described below (except if otherwise required to be retained by applicable law).

| Information | Retention Period |
|---|--|
| Location, Email Address, Password, IP Address, User Agent (or website browser), Device ID, Tencent Cloud ID, Verification Code, Mobile Number, Name, Address (including city and post code), PayPal ID | Account data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted. |
| Transaction Records | Payment data is held for as long as an account exists. Information is erased within ninety (90) days of the date the account is deleted. |
| Photo ID (e.g., driver's license or passport) Name, Address and ID Number | Account data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted. |
| Log Data, Metadata, IP Address, User Agent, Date and Time of Access, each URL visit within the Tencent Cloud website whether direct or referred from third party website, Location (assisted by Wifi and GPS) | This data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted. |
| Customer Service Ticket / Chat Content, IP Address, Tencent Cloud ID, incident details and response steps | This data is held for so long as an account exists. Information is erased within twenty-four (24) hours of the date the account is deleted. |
| Log and Metadata in relation to incidents | This data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted. |
| Enquiry Data (data provided when you submit an enquiry via our website contact form or as part of a sales enquiry, including your name, email and phone number) | Enquiry data is held until an enquiry is resolved, and then erased within thirty (30) days of such resolution, unless you agree to have this data retained and receive more information in the future. |
| Marketing Data: Name, Email and Phone Number | Such data is held until you tell us that you no longer wish to receive promotional information. |

Personal information, which has fulfilled the purpose for which it was collected or used, and has reached the period of time during which personal information was to be possessed, will be destroyed in an irreversible way. Personal information stored in electronic files will be deleted safely in an irreversible manner by using technical methods, and printed information will be destroyed by shredding or incinerating such information.

In the event that the processing and retention period have terminated, but personal information is required to be retained continuously for other reasons including for the purposes as prescribed under applicable laws, the relevant personal information will be stored and maintained separately from other types of personal information.

Your Rights

This section (“Your Rights”) applies to users who are located in the European Economic Area. The sub-section entitled “Access, Correction & Deletion” also applies to users who are located in Japan and Korea.

You have certain rights in relation to the personal information we hold about you. Some of these only apply in certain circumstances as set out in more detail below. We also set out how to exercise those rights. Please note that we will require you to verify your identity before responding to any requests to exercise your rights. We must respond to a request by you to exercise those rights without undue delay and at least within one month (although this may be extended by a further two months in certain circumstances). To exercise any of your rights, please complete the request form [here](#)

Access, Correction & Deletion

You can access, correct and delete some of your data in the account portal at any time [here](#). If you believe there is any other personal information we process about you, or you are unable to correct or delete inaccurate information, you can make a request [here](#). You may also have the right to receive a copy of certain personal information (see *Portability* below).

Please note, however, that we may retain personal information if there are valid grounds under data protection laws for us to do so (e.g., for the defence of legal claims or freedom of expression) but we will let you know if that is the case.

Portability

You have the right to receive a copy of certain personal information we collect from you in a structured, commonly used and machine-readable format and a right to request that we transfer such personal information to another party. The relevant personal information is information you provided for the purposes of performing our contract with you (for example, your mobile number, email address, or transaction data). You can export your Content at any time.

If you wish for us to transfer the personal information to a third party you can contact us using the form available [here](#).. Note that we can only do so where it is technically feasible.

Restriction of Processing to Storage Only

You have a right to require us to stop processing your personal information that we hold, other than for storage purposes, in certain circumstances. Please note, however, that if we stop processing the personal

information, we may use it again if there are valid grounds under data protection laws for us to do so (e.g., for the defence of legal claims or for another's protection).

Objection

You have the right to object to our processing of your personal information under certain circumstances (such as where that information is used for marketing or profiling) by completing the [form here](#).

Communications from Us

We may from time to time send you service-related announcements when we consider it necessary to do so (such as when we temporarily suspend Tencent Cloud for maintenance, or security, privacy or administrative-related communications). You may not opt-out of these service-related announcements, which are not promotional in nature.

Contact & Complaints

Questions, comments and requests regarding this policy are welcomed and should be addressed to our Privacy Officer at cloudlegalnotices@tencent.com.

In the event that you wish to make a complaint about how we process your personal information, please contact our Privacy Officer in the first instance at cloudlegalnotices@tencent.com and we will endeavour to deal with your request as soon as possible. This is without prejudice to your right to launch a claim with the data protection supervisory authority in the EU country in which you live or work where you think we have infringed data protection laws.

Updates & Changes

If we make any material changes to this policy, we will post the updated policy here and provide a notice on our website. Please check this page frequently to see any updates or changes to this policy.

Data Privacy and Security Agreement

Last updated : 2018-05-24 20:44:42

To the extent that there is any conflict between this Data Privacy and Security Addendum ("**DPSA**") and the [Terms of Service](#) (and any documents or policies incorporated by reference therein, save for the DPSA) ("**Agreement**"), this DPSA will prevail.

1. Definitions

Unless stated otherwise the following terms will have the meanings ascribed to them below. Capitalised terms used in this DPSA but not defined below will have the meaning ascribed to them in the Agreement.

"Administrative Information" means personal information that Organisation provides to Tencent Cloud to set up and manage Organisation's account and the services provided by Tencent Cloud, and any personal information generated in connection with Organisation's use of the services provided by Tencent Cloud;

"Content" means any data, including personal information, that Organisation submits, uploads, transmits or displays using the services provided by Tencent Cloud;

"Controller" means a person who either alone or jointly in common with one or more other persons controls the collection, holding, processing or use of Personal Data;

"Controller-Processor Transfer Clauses" means the Standard Contractual Clauses (Controller to Processor) as set out in the Commission Decision of 5 February 2010 (C(2010) 593), as set out at below at **(2) Controller-Processor Transfer Clauses**;

"Data Breach" means any misuse, interference with, loss of, unauthorised access to, modification or disclosure of Personal Data that is Processed by Tencent in connection with Agreement;

"Data Protection Laws" means the data protection law(s) applicable in respect of the collection, storage, processing, transfer, disclosure, and use of any Personal Data which apply from time to time to the person or activity in the circumstances in question, including the Directive, the e-Privacy Directive and the GDPR;

"Data Subject" means any individual who is the subject of Personal Data;

"Directive" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data;

e-Privacy Directive" means Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the Processing of Personal Data and the protection of privacy in the electronic communications sector;

"EEA" means the European Economic Area;

"EU Personal Data" means Personal Data of a Data Subject that is located in the EEA;

“**GDPR**” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data;

“**Jurisdiction-Specific Requirements**” means the specific requirements for Processing Personal Data that apply in certain jurisdictions, as set out below at **(1) Jurisdiction Specific Requirements**;

“**Organisation**” means the entity that has agreed to the Terms of Service. For the purposes of this DPSA (including its attachments), a reference to “Organisation” shall, in the case of an agreement with an individual that is not acting on behalf of an Organisation, be deemed to be a reference to that individual;

“**Personal Data**” means any information relating to an identified or identifiable natural person, including ‘personal data’ and ‘personal information’ as those terms are defined in the Data Protection Laws;

“**Processing**” means performing any operation or set of operations on Personal Data, including any collection, use, storage or disclosure, or as otherwise defined in the relevant Data Protection Laws;

“**Processor**” means a person who Processes Personal Data on behalf of one or more Controller(s);

“**Sub-Processor**” means any Tencent Affiliate or third party appointed from time to time by Tencent to Process Personal Data on its behalf in accordance with clause 7.4;

“**Supervisory Authority**” means a regulatory authority having competent jurisdiction in respect of a Data Protection Law;

“**Tencent Cloud**” means the entity that supplies the services to the Organisation, as specified in the Terms of Service; “**Tencent Cloud Portal**” means the customer portal to which Organisation has access upon completion of the sign-up process for Tencent Cloud;

“**Tencent Cloud Privacy Policy**” means the policy located [Privacy Policy](#), as updated by Tencent and notified to Organisation from time to time;

“**Tencent Security Policy**” means such reasonable and appropriate technical and organisational measures determined by Tencent from time to time, to protect Personal Data against unauthorised or accidental access, Processing, erasure, loss or use. Such measures will include the measures set out in the Controller-Processor Transfer Clauses (if applicable);

“**Terms of Service**” means the terms located at [Terms of Service](#); and

“**Third Countries**” means all countries outside of the scope of the data protection laws of the European Economic Area (the “**EEA**”), excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time, which at the date of this Agreement include Andorra, Argentina, Canada, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland and Uruguay.

2.Scope of the Agreement

This Addendum applies if you have entered into the Terms of Service for the supply of services by Tencent Cloud. The Addendum applies to the Processing of Personal Data that is Content. Personal Data that is

Administrative Information is Processed in accordance with the Tencent Cloud Privacy Policy and this Addendum shall not apply to the Processing of Administrative Information.

3. Authorisation to Process Personal Data

3.1 The parties acknowledge that in the performance of its obligations under the Agreement, Tencent may Process Personal Data in connection with Organisation's storage of, access to and Processing of Content as part of providing Tencent Cloud. The purpose of this DPSA is to set out the respective obligations of the parties in relation to such Processing.

3.2 Each party warrants to the other that it will comply with all Data Protection Laws applicable to it in relation to the Personal Data.

4. Controller and Processor

Tencent and Organisation acknowledge that Organisation is the Controller and Tencent is the Processor in respect of the Personal Data.

5. Service Regions

5.1 Subject to clause 5.2, where Organisation has selected a Service Region pursuant to the Agreement, Tencent will only Process the Personal Data in that Service Region.

5.2 Organisation acknowledges and agrees that Tencent may, for operational, regulatory or other reasons, need to change its Processing locations from time to time, provided that any Processing of Personal Data in a place other than the Organization's preferred Service Region will be considered a "material change" addressed in accordance with the Agreement.

6. Tencent's Obligations

6.1 To the extent that it Processes Personal Data on behalf of Organisation, Tencent will:

- a. Process the Personal Data only for the purpose of the Agreement, in accordance with the Organisation's written instructions (which shall include the terms of this DPSA any instructions provided via the Organisation's administrative console), and the Tencent Security Policy, and notify Organisation promptly if it is unable to comply with this DPSA or any of its terms;
- b. return or (at the written request of Organisation) securely destroy all Personal Data in its possession (including all back-up copies), unless it is prohibited from doing so by Applicable Laws;

- c. promptly notify the Organisation, upon becoming aware, of:
 - i. any court order or other legal process or any request or demand by any Supervisory Authority, regulator, official or other government ministry, authority or agent to obtain or access any Personal Data, unless such notification is prohibited by Applicable Law;
 - ii. any unauthorised disclosure of, or access to, the Personal Data or any loss, damage or destruction of the Personal Data; and
 - iii. any material complaint, communication or request relating to Tencent's obligations under the Data Protection Laws;
 - iv. any instruction received from the Organisation in relation to the Personal Data, which in the discretion of Tencent may breach any Applicable Law, including any Data Protection Law, of the appropriate jurisdiction;
- d. ensure that the Personal Data is accessible only to the duly authorised persons engaged by Tencent and, subject to clause 8, accessible only to its Sub-Processors and the personnel of such Sub-Processors who are duly authorised and who need to have access to the Personal Data in order to perform Tencent's obligations under the Agreement;
- e. ensure that the personnel engaged and duly authorised by it to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and ensure that the same obligations for data protection under this DPSA and the Organisation's instructions are complied with by such persons, taking into account the nature of the Processing;
- f. comply with any applicable Jurisdiction-Specific Requirements; and
- g. where the laws of the relevant jurisdiction require it:
 - i. implement appropriate technical and organisational security measures insofar as is practicable, for the purpose of providing reasonable assistance to the Organisation for the latter to comply with its obligations, including, as appropriate and applicable in the relevant jurisdiction: (i) the pseudonymisation of Personal Data; (ii) ensuring the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;
 - ii. taking into account the nature of the Processing, assist Organisation by appropriate technical and organisational measures, insofar as this is practicable, for the fulfilment of Organisation's obligation to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Laws;
 - iii. assist Organisation in ensuring compliance with the obligations to: (i) implement appropriate technical and organisational security measures; (ii) notify (if required) Data Breaches to Supervisory Authorities, the relevant Data Subjects, and other persons required under such Data Protection Laws, in cases where such notification and reporting is required under the relevant Data Protection Laws;

- and (iii) conduct data protection impact assessments and, if required, prior consultation with Supervisory Authorities; and
- iv. promptly notify Organisation in writing upon becoming aware of any improper, unauthorized, or unlawful access to, use of, or disclosure of, Personal Data which is Processed by Tencent under or in connection with this DPSA. Tencent shall be obliged to provide Organisation with all information reasonably necessary for the compliance with Organisation's obligations pursuant to Data Protection Laws.

6.2 Tencent shall notify Organisation if, in its opinion, an instruction of Organisation infringes the Data Protection Laws.

7. Organisation's Obligations

7.1 Organisation represents, warrants and undertakes to Tencent that throughout the Term that:

- a. the Personal Data has been and will be collected in accordance with the Data Protection Laws;
- b. all instructions from Organisation to Tencent will comply with the Data Protection Laws; and
- c. the transfer of the Personal Data to Tencent, and the Processing of the Personal Data by Tencent as instructed by Organisation and as set out in this DPSA, is consented to by the relevant Data Subjects (where required by law) and otherwise permitted by and in accordance with the Data Protection Laws.

7.2 Organisation agrees that it will indemnify and hold harmless Tencent on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Tencent arising directly or indirectly from a breach of this clause 7.

7.3 Where Tencent faces an actual or potential claim arising out of or related to any breach of Data Protection Laws relating to Personal Data processed pursuant to this DPSA, Organisation will promptly provide all materials and information reasonably requested by Tencent that is relevant to the defense of such claim.

7.4 If Organisation becomes aware of any actual or suspected Data Breach relating to the Agreement, Organisation shall:

- a. take reasonable steps to carry out, within 30 days, an assessment to determine whether the Data Breach is notifiable under the Data Protection Laws and promptly notify Tencent in writing of the results of the assessment;
- b. if Organisation notifies Tencent that it considers the Data Breach to be notifiable under the Data Protection Laws:

- i. Organisation shall prepare a draft of any notification statements in respect of the Data Breach required under the Data Protection Laws ("Notification Statements") and provide the draft Notification Statements to Tencent for approval prior to disclosure to the applicable data protection regulators, Data Subjects or any other person;
- ii. Tencent shall provide Organisation with notice in writing:
 - of any changes that Tencent reasonably requires to the draft Notification Statement and Organisation shall incorporate all such changes into the draft Notification Statement; or
 - that Tencent approves the draft Notification Statement; and
- iii. following Tencent's approval of a draft Notification Statement, Organisation must provide a copy of the approved Notification Statement to the applicable data protection regulators, Data Subjects and any other person as required under the Data Protection Laws; and
- iv. not, and must ensure that its Affiliates and their respective personnel do not, make any public statement or disclosure relating to any suspected or actual Data Breach without the prior written consent of Tencent.

8.Appointment of Sub-Processors

8.1 Tencent may authorise any Sub-Processor to Process the Personal Data on its behalf provided that, where (and to the extent) required by Data Protection Laws, Tencent enters into a written agreement with the Sub-Processor containing terms which are substantially the same as those contained in this DPSA. Organisation hereby grants Tencent general written authorisation to engage such Sub-Processors listed at the Tencent Cloud [Third Parties](#), pagesubject to the requirements of this clause 8.

8.2 Tencent shall, to the extent the Personal Data Processed is EU Personal Data or where the laws of any other jurisdiction require such notification, inform Organisation in by email (and via the Tencent Cloud Portal) of any intended changes concerning the addition or replacement of the Sub-Processors. In such a case, Organisation will have fourteen (14) days from the date of receipt of the notice to approve or reject the change. In the event of no response from Organisation, the Sub-Processor will be deemed accepted. If Organisation rejects the replacement sub-processor, Tencent may terminate the Agreement with immediate effect on written notice to Organisation.

8.3 In the event that Tencent engages a Sub-Processor for carrying out specific Processing activities on behalf of Organisation, where that Sub-Processor fails to fulfil its data protection obligations, Tencent will remain fully liable under the Data Protection Laws to Organisation for the performance of that Sub-Processor's obligations.

Jurisdiction-specific Requirements

Europe

1.1 Tencent agrees that it will not Process EU Personal Data in a Third Country except where Tencent complies with the data importer's obligations set out in the Controller-Processor Transfer Clauses.

1.2 To the extent of any conflict between the Controller-Processor Transfer Clauses and the rest of this DPSA, the Controller-Processor Transfer Clauses will prevail in relation to any EU Personal Data.

1.3 For the purposes of the Controller-Processor Transfer Clauses, the following additional provisions will apply:

- a. the parties agree to observe the Controller-Processor Transfer Clauses without modification;
- b. the names and addresses of Organisation and Tencent will be considered to be incorporated into the Controller-Processor Transfer Clauses and for the purposes of the Controller-Processor Transfer Clauses;
- c. Organisation is the data exporter and Tencent, or Tencent's applicable Affiliate, is the data importer as defined in the Controller-Processor Transfer Clauses; and
- d. each party's signature to this DPSA will be considered a signature to the terms contained in the Controller-Processor Transfer Clauses.

1.4 If so required by the laws or regulatory procedures of any jurisdiction, the parties will execute or re-execute the clauses contained in the Controller-Processor Transfer Clauses as a separate document setting out the proposed transfers of Personal Data in such manner as may be required.

Suth Korea

1. If and to the extent that the Tencent Security Policy is insufficient to meet the applicable requirements under Korean privacy laws and regulations, Tencent will take additional measures from time to time to comply with such requirements (as applicable to an overseas transferee of Personal Data), including:
 - a. Articles 28 and 63 of the Act on the Promotion of Utilisation of Information and Communications Networks and the Protection of Information (the "**ICT Networks Act**");
 - b. Articles 15 and 67 of the Enforcement Decree promulgated under the ICT Networks Act;
 - c. the Guidelines for Technical and Administrative Measures for the Protection of Personal Information (issued by the Korea Communications Commission);
 - d. Article 29 of the Personal Information Protection Act (the "**PIPA**");
 - e. Article 30 of the Enforcement Decree promulgated under the PIPA; and
 - f. the Guidelines for Security Measures for the Safety of Personal Information (issued by the Ministry of Interior and Safety), as the foregoing may be amended and/or supplemented from time to time.
2. Tencent will:
 - a. use the Personal Data only for the purpose of and within the scope of entrusted work;
 - b. agree to be subject to the training and supervision by Organisation of Tencent's handling of the Personal Data; and
 - c. agree to be subject to the supervision and audit by relevant regulatory authorities.

3. Tencent will compensate Organisation and any relevant data subjects for any and all damages, liabilities, costs and expenses arising out of any breach of Tencent's obligations under this DPSA or under Applicable Law.

Controller-Processor Transfer Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection:

Name of the data exporting organisation: This is the Organisation that has entered into the Agreement, or if the Agreement is entered into with an individual that is not acting on behalf of an Organisation, that individual.

(the "**data exporter**")

And

Name of the data importing organisation: The contracting entity specified in section 1.2 of the Terms of Service.

(the "**data importer**")

each a "**party**"; together "**the parties**",

HAVE AGREED on the following Contractual Clauses (the "**Clauses**") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

- 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' will have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- 'the data exporter' means the controller who transfers the personal data;
- 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of

the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

- e. 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- f. 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

3.1 The data subject can enforce against the data exporter this Clause, Clauses 4(b) to 4(i), Clauses 5(a) to 5(e) and 5(g) to 5(j), Clauses 6.1 and 6.2, Clause 7, Clause 8.2 and Clauses 9 to 12 as third-party beneficiary.

3.2 The data subject can enforce against the data importer this Clause, Clauses 5(a) to 5(e) and 5(g), Clause 6, Clause 7, Clause 8.2 and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.3 The data subject can enforce against the sub-processor this Clause, Clauses 5(a) to 5(e) and 5(g), Clause 6, Clause 7, Clause 8.2 and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor will be limited to its own processing operations under the Clauses.

3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- b. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- c. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- e. that it will ensure compliance with the security measures;
- f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- g. to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- i. that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- j. that it will ensure compliance with Clauses 4(a) to 4(i).

5. Obligations of the data importer

The data importer agrees and warrants:

- a. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- b. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- c. that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- d. that it will promptly notify the data exporter about:
 - a. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - b. any accidental or unauthorised access, and
 - c. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- e. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- f. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which will be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- g. to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which will be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- h. that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- i. that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- j. to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with Clause 6.1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in Clauses 6.1 and 6.2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor will be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- b. to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer will promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor,

pursuant to Clause 8.2. In such a case the data exporter will be entitled to take the measures foreseen in Clause 5(b).

9. Governing Law

The Clauses will be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Sub-processing

11.1 The data importer will not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it will do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer will remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor will also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in Clause 6.1 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor will be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in Clause 11.1 will be governed by the law of the Member State in which the data exporter is established.

11.4 The data exporter will keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which will be updated at least once a year. The list will be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

12.1 The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor will, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or will destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the

personal data transferred anymore.

12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in Clause 12.1.

Appendix 1

Description of the Transfers (Controller-Processor)

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is the Organisation as defined in the Agreement, or if the Agreement is entered into by an individual that is not acting on behalf of an Organisation, that individual.

The data exporter has engaged the data importer to provide online services as described in the Agreement.

Data importer

The data importer is Tencent, as defined in the Agreement, a leading provider of Internet value added services. The data importer has been engaged by the data exporter to provide certain online services as described in the Agreement.

Categories of data

The personal data transferred concern the following categories of data (please specify):

The Content uploaded by the Data Exporter, or as notified by Data Exporter to Data Importer from time to time.

Special categories of data

The personal data transferred concern the following special categories of data (please specify):

The Content uploaded by the Data Exporter, or as notified by Data Exporter to Data Importer from time to time.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The Data Importer will process the personal data in support of the activities carried out by the Data Exporter. In particular, the Data Importer's processing activities carried out under the instructions and on behalf of the Data Exporter include: data hosting, data back-up, communications, data analytics, statistics, analysis, IT system administration, order fulfilment, support services, employee management services, processing order payments, delivery of marketing communications, promotions and surveys, operations, software maintenance and hosting, information technology services including desktop and network management, system monitoring, application and program development, archiving, disaster management and data restoring.

Appendix 2

Technical and Organisational Security Measures

We have implemented a comprehensive privacy and security programme for the purpose of protecting your content. This programme includes the following:

1. **Data security.** We have designed and implemented the following measures to protect customer's data against unauthorised access:
 - a. standards for data categorisation and classification;
 - b. a set of authentication and access control capabilities at the physical, network, system and application levels; and
 - c. a mechanism for detecting big data-based abnormal behaviour.
2. **Network security.** We implement stringent rules on internal network isolation to achieve access control and border protection for internal networks (including office networks, development networks, testing networks and production networks) by way of physical and logical isolation.
3. **Physical and environmental security.** Stringent infrastructure and environment access controls have been implemented for Tencent Cloud's data centres based on relevant regional security requirements. An access control matrix is established, based on the types of data centre personnel and their respective access privileges, to ensure effective management and control of access and operations by data centre personnel.
4. **Incident management.** We operate active and real-time service monitoring, combined with a rapid response and handling mechanism, that enables prompt detection and handling of security incidents.
5. **Compliance with standards.** We comply with the following standards:
 - a. Information security management system – ISO 27001:2013.
 - b. IT service management – ISO/IEC 20000-1:2011.
 - c. Quality management system – ISO/IEC 9001:2015.
 - d. IT Service Management System – ISO/IEC 27018:2014
 - e. CSA Security, Trust & Assurance Registry (STAR)

Acceptable Use Policy

Last updated : 2017-11-08 18:15:44

INTRODUCTION

This Acceptable Use Policy sets out rules of good behaviour applicable to your use of Tencent Cloud. By using Tencent Cloud, you agree to this Policy.

Should you have any questions about, or any person's compliance with, this Policy, please contact us at cloudlegalenquiries@tencent.com.

Any terms used in this Policy will have the same meaning as the equivalent defined terms in the Tencent Cloud Terms of Service, unless the context requires otherwise.

PROHIBITED ACTIVITIES

You agree not to (and to not allow any person (including any End Users) to) engage in any of the following prohibited activities (or encourage any person to engage in such prohibited activities) on or in relation to Tencent Cloud.

- **No breach of the Tencent Cloud Terms of Service.** You may not use Tencent Cloud in any manner or for any purpose which breaches the Tencent Cloud Terms of Service (including this Policy) or which breaches the terms of service of any other Tencent service or product.
- **No illegal, harmful or offensive use or content.** You may not use Tencent Cloud to:
 - violate any applicable laws or regulations;
 - engage in any illegal (or potentially illegal) activities;
 - send any unsolicited, unauthorised spam, advertising or promotional messages;
 - share or publish any other person's personally identifiable information using Tencent Cloud without their express consent;
 - create multiple accounts for disruptive or abusive purposes;
 - create multiple accounts for disruptive or abusive purposes;
 - submit, upload, store, transmit or display any content (whether displayed publicly or not) which in fact or in our reasonable opinion:
 - violates any applicable laws or regulations;

- infringes our rights or any third party's rights – including any intellectual property rights, contractual rights, confidentiality rights or privacy rights;
- creates a risk of loss or damage to any person or property;
- is fraudulent, false, misleading or deceptive;
- harms or exploits any person (whether adult or minor) in any way, including via bullying, harassment or threats of violence;
- is hateful, harassing, abusive, racially or ethnically offensive, defamatory, humiliating to other people (publicly or otherwise), threatening, profane or otherwise objectionable;
- promotes or encourages self-harming; or
- is pornographic, sexually explicit, violent or otherwise of a mature nature; or
- impersonate any person or misrepresent your affiliation with any person or entity in registering an account (including by creating a misrepresentative account name or accessing another user's account) or in making any communications or sharing or publishing any content or information using Tencent Cloud.
- **No security breach or network abuse.** You may not use Tencent Cloud to:
 - interfere with, or attempt to interfere with, any user's or any other party's access to Tencent Cloud;
 - disable, interfere with or circumvent any parts of Tencent Cloud;
 - intentionally distribute viruses, worms, Trojan horses, corrupted files or other malicious code or items;
 - probe or test the vulnerability of, or otherwise circumvent (or attempt to circumvent) any security features on, Tencent Cloud, our Systems or other users' Systems. "**Systems**" means any network, computer or telecommunication systems;
 - decompile, reverse compile or reverse engineer any of Tencent Cloud Software, or seek to do any of the foregoing, except to the extent that applicable laws and regulations do not allow us to prevent you from doing this;
 - interfere with our, any user's or any other party's Systems – including via unauthorised access; interception of data or connections; falsifying the origin of your data or connections; or attacking any Systems in an unauthorised manner (including by "Denial of Service" attacks or broadcast attacks); or
 - operating any Systems or services on (or that connect to) Tencent Cloud that are prohibited by us, at our sole discretion.

RESTRICTIONS ON YOUR USE OF TENCENT CLOUD SOFTWARE

You may not, and you may not permit any other person (including any End Users) to (except where we expressly permit you to do so):

- sub-license, rent, lease or sell Tencent Cloud Software;
- use Tencent Cloud Software to gain unauthorised access to any system, account or data;
- directly or indirectly charge others for use or access to Tencent Cloud Software;
- directly or indirectly suggest our support or endorsement of any product, service or content (including any personal web site);
- make Tencent Cloud Software publicly available or available on any network for copying, download or use by any person or persons;
- remove, obscure or modify any copyright, trade mark or other proprietary rights notice, marks or indications found in or on Tencent Cloud Software;
- misrepresent the source or ownership of Tencent Cloud Software;
- copy, reproduce, adapt, modify, translate or create derivate works from Tencent Cloud Software, lend, hire, rent, perform, sub-license, make available to the public, broadcast, distribute, transmit or otherwise use any Licensed Item in whole or in part, or attempt to do any of the foregoing;
- attempt to disrupt or interfere with Tencent Cloud Software, including manipulating the legitimate operation of Tencent Cloud Software;
- use cheats, exploits, automation software or any unauthorised third party software designed to modify or interfere with Tencent Cloud Software;
- disrupt or overburden any computer or server used to offer or support Tencent Cloud Software, or other users' use of Tencent Cloud Software; or
- develop any plug-ins, external components, compatibles or interconnection elements or other technology that inter-operate with Tencent Cloud Software, except where we expressly permit you to do so via Tencent Cloud Software. Where we have granted you such express permission, such use by you of the Tencent Cloud Software will be subject to the Tencent Cloud Terms of Service and any Additional Terms as notified by us to you.
- Please note that there may be technological measures in Tencent Cloud Software that are designed to prevent unlicensed or unauthorised use of Tencent Cloud Software or use of Tencent Cloud Software in breach of this Policy. You agree that we may use these measures and that you will not seek to disable or circumvent them in any way.

PROHIBITED USERS

In addition to any prohibitions as set out in the Tencent Cloud Terms of Use, you may not register for or use Tencent Cloud if:

- you are less than 13 years of age; or
- we have previously terminated your account and advised you that you may no longer use Tencent Cloud or any of our other services.

BREACH OF THIS POLICY OR MISUSE OF TENCENT CLOUD

We reserve the right, but are not obliged, to investigate any alleged breach of this Policy or misuse of Tencent Cloud. We may terminate any user's use of or access to Tencent Cloud in accordance with the Tencent Cloud Terms of Service. In addition, and to the extent not already allowed by the Tencent Cloud Terms of Service, we may report any activity that violates (or may violate) any applicable laws or regulations to appropriate law enforcement or regulatory authorities or other appropriate third parties, and cooperate with such authorities or third parties in any related investigations. Such cooperation may include disclosing:

- Your Content in accordance with the Tencent Cloud Terms of Service;
- any Tencent Cloud-related information that relates to the alleged breach of this Policy or misuse of Tencent Cloud; and/or
- any other information or materials as allowed by the Tencent Cloud Terms of Service.

Copyright Policy

Last updated : 2017-11-08 18:20:24

Introduction

At Tencent, we respect intellectual property rights and the owners of such rights. The Tencent Cloud Terms of Service require members to ensure that:

- they have the rights to upload any Content;
- such Content do not infringe the rights of any third parties; and
- such Content do not infringe any applicable laws applicable laws or regulations.

This Policy sets out how we respond to alleged copyright infringements on Tencent Cloud. In addition, we may respond to alleged copyright infringements in accordance with the Tencent Cloud Terms of Service and applicable laws.

Please note that this Policy is in relation to alleged copyright infringements only. If you are concerned about alleged infringements of any other intellectual property rights or proprietary rights (e.g. trademarks), or any other alleged activities that breach the Tencent Cloud Terms of Service (e.g. inappropriate content), please refer to the Tencent Cloud Terms of Service (including the Tencent Cloud Acceptable Use Policy) or contact us at cloudlegalenquiries@tencent.com

If you have any questions about this Policy, please contact us at cloudlegalenquiries@tencent.com

Summary of Notification and Counter-Notification process

In accordance with this Policy:

- if we receive a valid notification of alleged copyright infringement (the "Notification"), we will take reasonable steps to contact the party that uploaded to Tencent Cloud the relevant allegedly infringing material (the "**Material**"); and
- that uploading party may then submit a valid counter-notification in relation to the Notification (the "**Counter-Notification**").

Email submissions (either in the body of an email or as a pdf attached to an email) of Notifications and Counter-notifications are acceptable.

Please note that we may provide copies of any Notifications or Counter-Notifications to any person where required by law or as otherwise reasonably required by us to protect our interests.

Don't make false submissions!

Please carefully consider any submission of a Notification or Counter-Notification, particularly if you are unsure whether you own (or are lawfully authorised to use) the relevant Material – we recommend contacting an attorney if this is the case. You may be subject to liability under law if you, in relation to a Notification or Counter-Notification, knowingly make a false submission or make a submission in bad faith.

To file a Notification

You must be the owner of the Material's copyright (or an agent of such copyright owner) in order to file a Notification in relation to such Material.

The Notification must be in writing, and must contain at least the following information in sufficient detail:

1.The copyrighted work that you believe has been infringed upon (i.e. describe the work that you own) and provide evidence reasonably satisfactory for us to determine that you (or your principal if you are an agent) are the owner of such copyrighted work.

2.The Material that you claim is infringing on your copyright, and provide information reasonably sufficient for us to identify and locate the Material within Tencent Cloud.

3.Include the following statement: "I believe in good faith that the use of the copyrighted content and contained on Tencent Cloud as described above is not authorized by the copyright owner, its agent, or by protection of law. I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed".

4.Your address, telephone number or email address.

5.Sign the Notification (electronic signature is acceptable).

Please send any Notification to our Legal Officer via:

- **email at** cloudlegalenquiries@tencent.com ; or
- **postal mail** at Level 29, Three Pacific Place, 1 Queen's Road East, Wanchai, Hong Kong (Attention: Legal Department).

To file a Counter-Notification

The Counter-Notification must be in writing, and must contain at least the following information in sufficient detail:

- 1.The Material that was removed by us, and where the Material appeared within Tencent Cloud before it was removed.
- 2.State that you consent to: (a) where your address is in the USA, the federal district court jurisdiction for your address; or (b) where your address is outside of the USA, the jurisdiction of any judicial district in which we may be found.
- 3.State that you will accept service of process from the original Notification provider.
- 4.Include the following statement: "I swear, under penalty of perjury, that I believe in good faith that the relevant content identified above was removed or disabled as a result of a mistake or misidentification of the content to be removed or disabled".
- 5.Your address, telephone number or email address.
- 6.Sign the Counter-Notification (electronic signature is acceptable).

Please send any Counter-Notification to our Legal Officer via:

- **email** at cloudlegalenquiries@tencent.com ; or
- **postal mail** at Level 29, Three Pacific Place, 1 Queen's Road East, Wanchai, Hong Kong (Attention: Legal Department).

Service Level Agreements

General Service Level Agreements

Last updated : 2017-12-04 11:03:40

1. INTRODUCTION

1.1 This Service Level Agreement for Tencent Cloud ("**SLA**") is incorporated into, and forms part of, the Tencent Cloud for Organisations Agreement (the "**Agreement**") entered into between Tencent and Organisation. This SLA applies separately to each account using Tencent Cloud.

1.2 This SLA, including the Service Levels referenced in Section 5 below, will be effective only during the SLA Term (as defined in Schedule 2 to the Agreement).

1.3 Capitalised terms used but not defined in this SLA will have the meaning given to them in Schedule 1 of the Agreement.

1.4 Tencent may amend this SLA (including any Service Levels) in accordance with Clauses 3.4 and 3.5 of the Agreement.

1.5 In this SLA:

(a) "**Billing Cycle**" means a monthly billing cycle for the Charges during the Term;

(b) "**Service Credit**" means a credit that Tencent will (subject to the terms and conditions of the Agreement) apply towards future Charges otherwise due and payable by Organisation under the Agreement; and

(c) "**Service Level**" means a service standard identified as a Service Level, as detailed in Section 5 below.

2. SERVICE LEVELS AND SERVICE CREDITS

2.1 Tencent will use reasonable efforts to make Tencent Cloud available in accordance with the Service Levels. If Tencent Cloud does not meet a Service Level during a particular calendar month (an "**Incident**"), then (subject to the terms and conditions of the Agreement) Organisation is eligible to receive a Service Credit as detailed below.

2.2 All Service Levels will be calculated on a per-account, per-complete calendar month basis. Service Levels will not be calculated, and no Service Credits will be due, for any non-complete calendar month (i.e. if Organisation does not purchase a particular Tencent Cloud service for a complete calendar month,

no Service Levels or Service Credits are applicable in relation to that service for that non-complete calendar month).

2.3 Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the relevant Tencent Cloud service provided under the Agreement during the relevant calendar month in which the Service Level was calculated.

2.4 Any Service Credits credited to Organisation:

(a) will only be applied against future payments of Charges due from Organisation's account to Tencent for the relevant Tencent Cloud service that is subject of the relevant Incident;

(b) unless otherwise expressly set out in the Agreement, will be Organisation's sole and exclusive remedy for:

(i) Tencent's failure to meet the applicable Service Level; and

(ii) any unavailability of, loss of performance or functionality of, or other failure by Tencent to provide Tencent Cloud (or any part of Tencent Cloud); and

(c) will not entitle Organisation to any other refund or payment from Tencent or to unilaterally withhold payment of any Charges or other amounts owing to Tencent.

2.5 The Service Credits credited to Organisation (pursuant to this SLA and pursuant to all applicable Service Levels) for any particular Tencent Cloud service in any given calendar month will not, under any circumstance, exceed the Charges paid and payable by Organisation for that particular Tencent Cloud service in that calendar month.

3. SERVICE CREDIT CLAIMS

3.1 To receive a Service Credit for an Incident, Organisation must submit a claim to Tencent (a "**Service Credit Claim**"). A Service Credit Claim can be submitted via the Tencent Cloud website (the "**Service Credit Claim Form**").

3.2 To be eligible for a Service Credit, Organisation must submit a Service Credit Claim to Tencent within 60 days of the Incident's commencement date, with all information requested on the Service Credit Claim Form being completed by Organisation to Tencent's satisfaction (acting reasonably). Failure by Organisation to provide all necessary information in respect of a Service Credit Claim within 60 days of the Incident's commencement date will disqualify Organisation from receiving a Service Credit.

3.3 Tencent will evaluate each Service Credit Claim using information reasonable available to it, and (acting reasonably and in good faith) determine whether a Service Credit is owed to Organisation for that

Service Credit Claim. Tencent will use reasonable efforts to complete such evaluation within 60 days of Tencent's receipt of a properly completed Service Credit Claim.

3.4 If Tencent determines that a Service Credit is owed to Organisation for a Service Credit Claim, Tencent will apply the Service Credit as a deduction to the Charges payable by Organisation in the next Billing Cycle after such determination.

3.5 If more than one Service Level is not met because of an Incident, Organisation may choose only one Service Level under which to make a claim based on that Incident. If Organisation fails to make such a choice, Tencent may in its discretion choose which Service Level default forms the basis for any Service Credit.

3.6 Tencent's determination in relation to all Service Credit Claims is final and binding.

4. EXCLUSIONS

4.1 Under no circumstances will this SLA, Service Levels or Service Credits apply to, and under no circumstances will Tencent be liable for, any performance or availability issues relating to Tencent Cloud that are due to any one or more of the following (collectively, the "**Exclusions**"):

(a) factors outside of Tencent's reasonable control – for example, due to:

(i) any Force Majeure Event;

(ii) any equipment, telecommunications or network failure external to Tencent Cloud's data centres, including at Organisation's site or in relation to Organisation's connections from its site to Tencent Cloud's data centres;

(iii) any security breaches of Tencent Cloud by third parties, provided that Tencent has implemented and followed appropriate security practices (and in accordance with the Tencent Cloud Terms of Service);

(iv) substantial increase in user traffic that Tencent had no prior notice of and/or had no reasonable control over; or

(v) any content delivery failure due to non-compliance with local network regulations and/or licensing;

(b) any network, services, hardware or software not provided by Tencent, including:

(i) any third-party hosting or cloud service; or

(ii) any third-party DNS or traffic management service;

(c) Organisation's non-compliance with the Agreement or any instructions concerning the use of Tencent Cloud notified by Tencent from time to time – including:

- (i) any failure to comply with the TOS, including the Privacy Policy, Acceptable Use Policy or Copyright Policy; or
- (ii) using Tencent Cloud in a manner inconsistent with its features and functions – for example, performing operations on, configuring or inputting instructions that are not supported by Tencent Cloud;
- (d) Organisation's use of a beta or test version of Tencent Cloud;
- (e) Organisation's failure to implement and follow appropriate security practices, including by protecting any of Organisation's Tencent Cloud account login details;
- (f) any suspension or termination by Tencent of Organisation's use of or access to Tencent Cloud in accordance with the Agreement;
- (g) planned or unplanned maintenance to Tencent Cloud; or
- (h) any other exclusions for specific Service Levels as set out at Section 5 below.

5. SERVICE LEVELS

The Service Levels that apply to specific Tencent Cloud services are set out at:

- [CVM Service Level Agreements](#)
- [CDB Service Level Agreements](#)
- [VOD Service Level Agreements](#)
- [CDN Service Level Agreements](#)

ANTI-DDOS Service Level Agreement

Last updated : 2019-06-03 16:47:54

To use the Anti-DDoS Advanced service (the "Service"), you should read and observe this Anti-DDoS Advanced 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 and 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 Anti-DDoS Advanced Service means the anti-DDoS service provided by Tencent Cloud for the anti-DDoS instance you purchased. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud.

1.2 **Service Unavailable**: The packet loss rate is higher than 20% or TCP connection success rate is less than 30% due to Anti-DDoS Advanced Service per se, which does not refer to the availability of the whole chain (such as client's source server's fully-occupied bandwidth or machine room failure).

1.3 **Service Downtime**: The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered as one measurement point for Anti-DDoS Advanced service. The sum of the measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

1.4 **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 availability of the Service will be calculated independently for each Service Month.

2. Service Availability/ Service Success Rate

2.1 Calculation of Service Availability/Service Success Rate

Service Availability = ((total time of a Service Month calculated in minutes - Service Downtime calculated in minutes within a Service Month) / total time of a Service Month calculated in minutes) × 100%

2.2 Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9 %. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this 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

- Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers 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.
- If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|--------------------------------|
| ≥ 99% and < 99.9% | 10% of the monthly service fee |
| ≥ 95% and < 99% | 25% of the monthly service fee |

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|---------------------------------|
| < 95% | 100% of the monthly service fee |

3.2 Time Limit for Compensation Application

1. If the Service Availability for a Service Month fails to meet the abovementioned 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 will prevail.
2. You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the 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 Compensation Application Materials

If you believe that the Service fails to meet the Standards of Service Availability, you may submit the compensation application within the period set forth in this SLA. Your compensation application shall be submitted along with the following documents:

- 1) A detailed incident description report;
- 2) Specific date, time, duration and other details relating to Service unavailability, cleaning time or portion of normal traffic;
- 3) If your compensation application is based on abnormal portion of normal traffic, the capture document evidencing the existence and amount of abnormal traffic lasting for at least one hour shall be provided;
- 4) Other information reasonably requested by Tencent Cloud.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 The Service is unavailable or fail to meet the Service Availability standard due to the act of You or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;
- 4.2 The Service is unavailable or fail to meet the Service Availability standard due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);
- 4.3 The Service is unavailable or fail to meet the Service Availability standard due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- 4.4 The Service is unavailable or fail to meet the Service Availability standard due to your violation of any Tencent Cloud products' terms;
- 4.5 The Service is unavailable or fail to meet the Service Availability standard due to your non-payment or delayed payment;
- 4.6 The Service is unavailable or fail to meet the Service Availability standard due to a severe failure by a network operator;
- 4.7 The Service is unavailable or fail to meet the Service Availability standard due to your non-compliant or illegal use of Tencent Cloud products;
- 4.8 The Service is unavailable or fail to meet the Service Availability standard due to various source server problems at the backend of the Anti-DDoS Advanced Service, such as fully-occupied bandwidth, IP exposure, machine room failure, and chain network jitter of the source server
- 4.9 The Service is unavailable or fail to meet the Service Availability standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);
- 4.10 The Service is unavailable or fail to meet the Service Availability standard due to any event of force majeure;
- 4.11 The Service is unavailable or fail to meet the Service Availability standard due to traffic attacks that exceed the service specification of the Anti-DDoS Advanced Service you purchased, resulting in IP being routed into a black hole;
- 4.12 The Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.13 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 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)

CVM Service Level Agreement

Last updated : 2019-06-01 00:44:58

In order to use the Tencent Cloud Virtual Machine ("CVM") service (the "Service"), you should read and comply with this Cloud Virtual Machine 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 and success rate, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of CVM closed beta testing. 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 Cloud Virtual Machine (CVM): CVM means computing capabilities that can be scaled up in the cloud provided to you by Tencent Cloud, which saves you from resource projection and upfront investment required in using traditional servers. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Single Instance: Single Instance means one (1) CVM instance, i.e., the unit CVM. The Service Availability shall be calculated on a Single Instance basis.

1.3 Total Time of a Single Instance in a Service Month: Total Time of a Single Instance in a Service Month = the total number of days of the Service Month for such Single Instance × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability: When a CVM instance with incoming and outgoing permission rules properly configured fails to communicate with an IP address, neither incoming nor outgoing, via TCP or UDP protocol, and such failure lasts for more than one (1) minute, it will be deemed that the CVM instance is unavailable within such one (1) minute.

1.5 Single Instance Service Downtime Calculated in Minutes: Single Instance Service Downtime Calculated in Minutes = the time Instance Unavailability is fixed – the time Instance Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or a portion thereof, is less than

sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a Single Instance is one (1) minute and one (1) second, the Single Instance Service Downtime Calculated in Minutes would be two (2) minutes. However, when the Instance Unavailability is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

1.6 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 availability of the Service will be calculated separately for each Service Month.

1.7 Monthly Service Fee: Monthly Service Fee means the aggregate service fees paid by you for a Single Instance in one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Minutes of a Single Instance in a Service Month - Single Instance Service Downtime Calculated in Minutes) / Total Minutes of a Single Instance in a Service Month × 100%

2.2 Service Availability

The Service Availability of the Service provided by Tencent Cloud will be **no less than [99.95%]**. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

Assuming that a Service Month has thirty (30) days, the total available time of a Single Instance in such month shall be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43178.4 minutes; that is, the Service downtime of the instance in such month will be 43200 – 43178.4 = 21.6 minutes.

3. Service Compensation

In respect of this 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 the valid term; for details, please refer to the rules of vouchers 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 will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month.**

| Service Availability in a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| ≥ 99% and < 99.95% | 10% of the Monthly Service Fee |
| ≥ 95% and < 99% | 25% of the Monthly Service Fee |
| < 95% | 100% 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 abovementioned 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 will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the 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 Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

1. any failure or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
2. any hacker attack on a user's application;

3. any loss or leak of data, pin or password due to improper maintenance or confidentiality measures of a user;
4. any negligence of, or operation authorized by, a user;
5. any failure by a user to abide by documentation or suggestions for using Tencent Cloud products, for example, shutting down, restarting, or uninstalling cloud storage of a CVM instance via Tencent Cloud control panel, API, CLI or otherwise;
6. any start-up dependence on local disk and data stored herein, which data is removed due to system failure;
7. any CVM instance error caused by software installed by a user, any other third-party software or configuration not directly operated by Tencent Cloud;
8. any event of force majeure including without limitation natural disasters such as earthquake, flood and plague, social events such as war, riot and government action, technology incidents such as disconnection of telecommunication trunk circuits, hacker attack and network congestion, technological adjustment by telecommunication authorities, and government regulation and control;
9. any suspension or termination of servers resulting from any violation by a user of the [Tencent Cloud Service Agreement](#), including without limitation the release of a CVM instance open for bidding when the bidding offer of a user is lower than the closing price, and the suspension of service or release of a CVM instance due to a user's delay in payment;
0. any temporary downtime of the Service due to normal maintenance or upgrade of CVM by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);
1. any Service unavailability or failure of the Service to meet the standard due to any reason not attributable to Tencent Cloud;
2. 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 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)

COS Service Level Agreement

Last updated : 2019-05-10 15:23:53

In order to use the Tencent Cloud Object Storage ("COS") service (the "Service"), you should read and observe this Cloud Object Storage 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 and 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

Cloud Object Storage (COS): Object storage means a storage service that enables a user to store massive amounts of data using a Web interface. A user may upload, download and manage data via the HTTP REST API of the COS. COS supports automatic expansion, and the payment for the Service may be made in advance or in arrears.

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 availability of the Service will be calculated independently for each Service Month.

Error Rate Per Five Minutes: Error Rate Per Five Minutes means the rate of the number of Failed Requests returned by COS within five (5) minutes to the total number of user requests within such five (5) minutes, calculated as follows:

$$\text{Error Rate Per Five Minutes} = \frac{\text{number of Failed Requests per five minutes}}{\text{total number of user requests per five minutes}} * 100\%$$

Failed Request: Failed Request means a request with a server internal error code (including "Internal Error" (500 error) and "Service Unavailable" (503 error)) returned by COS, excluding any traffic restriction request

due to the triggering of frequency control and any Failed Request due to the upgrade, alteration or shutdown of COS. User request means a request sent by a user and received by a COS server, excluding that sent by a user whose identity has not been authenticated, whose authentication fails, or for whom the Service is suspended or terminated due to unpaid overdue payment. Any request received by a COS server in a hacker attack, or any request asynchronously executed on back end with the configuration of cross-regional replication or life cycle rules, will not be deemed an effective or a Failed Request.

COS Service Monthly Fee: COS Service Monthly Fee means the fee for storing capacity, flow, request, data retrieval and other storage management fee incurred under a certain Tencent Cloud account of a user within a calendar month for using the COS Service.

2. Service Availability

2.1 Calculation of Service Availability

The Service Availability of the COS is calculated by the category of storage as follows:

$$\text{Service Availability} = \left(1 - \frac{\text{the sum of all Error Rates Per Five Minutes within a Service Month}}{\text{the total number of unit time (i. e. five minutes) within a Service Month}} \right) * 100\%$$

2.2 Standards of Service Availability

You may upload, download and manage data via the API, SDK, control panel or user tools provided by the COS. In respect of different categories of storage, Tencent Cloud guarantees that **the Service Availability of the standard storage service will be no less than 99.95%**, and **the Service Availability of the low frequency storage will be no less than 99.9%**. If the Service Availability fails to meet aforementioned standard in a Service Month (other than circumstances set forth in the Release of Liabilities Section below), you may submit a support ticket to make an application to Tencent Cloud in accordance with Section 3 below.

3. Service Compensation

In respect of this Service, if the Service Availability of the standard storage service is lower than 99.95%, or the Service Availability of the low frequency storage is lower than 99.9%, compensations will be made as follows:

3.1 Standards of Compensation

1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent

Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon 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 month independently, and **the aggregate amount will be no more than the applicable COS Service Monthly Fee paid by you for such month** (for the purpose of this provision, COS Service Monthly Fee shall exclude the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

| Storage Category | Service Availability in a Service Month | Value of Compensation Coupon |
|-----------------------|---|------------------------------------|
| Standard Storage | $\geq 99\%$ and $< 99.95\%$ | 20% of the COS Service Monthly Fee |
| | $< 99\%$ | 50% of the COS Service Monthly Fee |
| Low Frequency Storage | $\geq 98\%$ and $< 99.9\%$ | 20% of the COS Service Monthly Fee |
| | $< 98\%$ | 50% of the COS Service Monthly Fee |

3.2 Time Limit for Compensation Application

1) If the Service Availability in a Service Month fails to meet the aforementioned 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 will prevail.**

2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the Service Month in which the Service Availability fails to meet the 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 Service unavailable time shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any system maintenance or unavailability with at least seven (7) days prior notice from Tencent Cloud to users.

4.2 any failure due to any network, equipment or configuration that is not Tencent Cloud facility.

4.3 any failure of the application interface or data of a user due to attack or other misconducts.

4.4 any failure due to negligence in authorization or mal-operation by a user, or due to any equipment of user, or third-party software or device.

4.5 any failure due to any force majeure event or accident.

4.6 any Service unavailability or failure to meet Service Availability standard due to any reason not attributable to Tencent Cloud.

4.7 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 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)

CFS Service Level Agreement

Last updated : 2019-05-10 15:24:24

In order to use the Tencent Cloud File Storage (“CFS”) service (the “Service”), you should read and observe this Cloud File Storage 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 and 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 Tencent Cloud File Storage (CFS): means the network attached storage service provided to you by Tencent Cloud that supports file access protocols such as NFS. You may write or read data via a file access protocol such as NFS. CFS is scalable on an automatic basis. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 File System Instance: The Service Availability shall be calculated on a single File System Instance basis.

1.3 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).

1.4 Total Time of a Single File System Instance within a Service Month: the total number of days of the Service Month for such single File System Instance × 24 (hours) × 60 (minutes).

1.5 Single File System Instance Service Downtime within a Service Month: If (and only if) all your continuous attempts to connect a specific single File System Instance fail within one (1) minute, it shall be deemed that the Service is unavailable within such one (1) minute. If the continuous attempts that have failed last less than one (1) minute, such time will not be counted into the Service downtime. The

accumulated Service downtime so calculated in minutes of a single File System Instance within a Service Month is the Single File System Instance Service Downtime for such Service Month.

1.6 CFS Monthly Service Fee: CFS Monthly Service Fee means the total service fees under a Tencent Cloud account of a client during one calendar month for a single File System Instance (including without limitation storage capacity, bandwidth or other storage management fees), excluding the portion paid but yet to be consumed and the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability/ Service Success Rate

2.1 Calculation of Service Availability

The Service Availability of the Tencent Cloud File Storage service will be calculated on a single File System Instance basis as follows:

$$\text{Service Availability} = \left(\frac{\text{Total Time of a Single File System Instance within a Service Month} - \text{Single File System Instance Service Downtime within a Service Month}}{\text{Total Time of a Single File System Instance within a Service Month}} \right) * 100\%$$

2.2 Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this 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 coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

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

| Service Availability (Av) for a Service Month | Value of Compensation Coupon |
|---|--------------------------------|
| 99.9% > Av ≥ 99.0% | 10% of the Monthly Service Fee |
| 99.0% > Av ≥ 98.0% | 20% of the Monthly Service Fee |
| 98.0% > Av | 50% of the Monthly Service Fee |

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned 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 will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the 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 Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;

4.2 any failure or configuration adjustment of network or equipment that is not 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, pin or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or mal-operation by you, or any of your 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 exceeding of the upper limit of the Service capacity corresponding to the version of the Service you purchase, resulting in delay in, or failure of, the delivery of the Service;
- 4.8 any Service unavailability or failure of the Service to meet the availability standard 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 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)

CDM Service Level Agreement

Last updated : 2019-05-10 15:28:36

1. Features of Services

Tencent Cloud provides cloud-based data migration services, including online control console setup, migration management services, and delivery of migration equipment (which will be used to migrate your data onto the Cloud). Tencent Cloud will provide detailed documentation describing the Tencent Cloud features and services.

2. Availability

Within one business day after a user has established a data migration task and submitted a request, Tencent Cloud will review that request. Within 15 business days after Tencent Cloud's receipt of all required payments, Tencent Cloud will deliver the requested migration equipment to that user. Within 3 business days after Tencent Cloud receives the migration equipment returned to Tencent Cloud, Tencent Cloud will rack mount servers and begin to upload data onto the cloud.

3. Safeguard of User Information

Before you begin to use the data migration services, in order for Tencent Cloud to provide the services, you will be required to establish a data migration task and submit a service request including but not limited to the amount of data to be migrated, the number of migration equipment units to be provided, your mailing address, and other contact information. The data migration services will be conducted in strict compliance with the applicable policies and procedures, there will be no leakage or abusive use of user's basic information as provided during the task request process (including user-designated mailing address, contact information, etc.). We will process, in accordance with the [Tencent Cloud Privacy Policy](#), your information, and will not use your information for purposes other than what are agreed upon.

4. Right to Information

- Tencent Cloud will migrate user data onto the cloud. Each user is entitled to know how the cloud data storage works. Each user may select the type and location of cloud storage to which its data will be migrated.

- Cloud data migration services do not support data migration from mainland China to data centers that are located in Hong Kong or overseas. Nor do cloud data migration services support data migration into mainland China from Hong Kong or overseas.
- Tencent Cloud will comply with laws that are applicable to the location of where its data is stored. Unless required by such applicable laws, regulations, or regulatory investigations, Tencent Cloud will not disclose user's migrated data to any third party.

5. Equipment Security

All migration equipment provided by Tencent Cloud for the data migration services is dedicated to providing such data migration services. During the course of your use of such equipment, you will have the right to use such equipment, but you do not have any ownership interest in such equipment. You are obligated to follow all operation manuals to correctly use and safeguard such equipment, and you may not authorize any third party to use Tencent Cloud-provided equipment. If due to your own factors migration equipment is damaged or the system become un-usable, Tencent Cloud will not guarantee the correctness of the data migration services, and will charge from your security deposit the applicable repair costs.

6. Data Security

All user data processed in providing the data migration services will be automatically encrypted by the data migration equipment provided by Tencent Cloud. No encryption key will be stored or transmitted to such equipment. After a user confirms completion of the data migration, Tencent Cloud will permanently erase all data contained in any data migration equipment provided by Tencent Cloud. No erased data may be restored. However, users are solely responsible for all loss and other liabilities if any user data being migrated violates any applicable laws.

7. Data Reliability

To minimize the risk involved in transporting any data migration equipment, third-party professional couriers will be responsible for shipping data migration equipment as part of the data migration services. They will ship equipment with reinforced packaging to prevent the equipment from being damaged. In the meantime, the dedicated migration equipment, at the software level, will use certain technical measures to protect the integrity of user's migrated data and avoid data loss due to damaged disks.

8. Accuracy of Service Statements

The fees for the Tencent Cloud data migration services are determined by the use time and the specific model of data migration equipment that users select. Detailed billing model and pricing information can be found on Tencent Cloud's official website. Tencent Cloud will bill the users based on the specific cloud services that users select and duration of service.

9. Service Credits

Tencent Cloud is obligated to ensure that all data migration equipment that it provides to users is in good working order. If due to hardware or system issues, data migration equipment does not work properly, Tencent Cloud will, at its own cost, replace defective equipment and restart timing service duration, to the extent that such equipment failure is not caused by any force majeure event or users' own reasons.

CCN Service Level Agreement

Last updated : 2019-05-10 15:29:13

1. Tencent Cloud Cloud Connect Network Service

Cloud Connect Network (“**CCN**”) provides you with multi-point interconnection services connecting cloud VPC, VPC and local data centers. You may access the entire network resources through a single point connect by adding VPC and direct gateway instance to CCN, thus easily establishing a simple, intelligent, secure and flexible hybrid cloud and worldwide Internet.

2. Service Fee

Unless otherwise agreed by Tencent Cloud and you, the service fee will be settled in US dollars in accordance with the method and rate standards published on the official website of Tencent Cloud.

3. Service Guaranteed Indicators

Tencent Cloud sets up the service level indicators for the service purchased by you, and has the right to adjust certain indicators in response to the change of situations in due course.

3.1 Service Availability

Service Availability of CCN is calculated based on each Service Period from the perspective of a single instance as follows:

Service Availability = ((Total Time of a Service Period Calculated in Minutes – Service Downtime Calculated in Minutes) / Total Time of a Service Period Calculated in Minutes) * 100%

CCN availability is set forth in the chart below. You are entitled to the compensation set forth in Section 4 hereunder if the guaranteed availability is not met.

| QOS | Service Availability |
|------|----------------------|
| Gold | 99.50% (3.6 h) |

Relevant Explanations:

- Service Period: One calendar month will be counted as one service period.

·Total Time of a Service Period Calculated in Minutes: the number of days of the Service Period × 24 (hours) × 60 (minutes).

- Service Downtime Calculated in Minutes: When all the continuous attempted communication made by a client within one minute via designated CCN fail, the CCN instance service during such one minute shall be deemed unavailable. The sum of the unavailable minutes of the CCN instance during a Service Period shall be the service downtime calculated in minutes for such Service Period. The guaranteed Service Availability indicator requires CNN packet loss rate data, of which the original data shall be subject to Network Detection & Tencent Cloud backend monitoring data. Please enable the Network Detection service.
- Monthly Service Fee: the total service fee paid by a client in one calendar month for a single cloud connect network instance.

The service downtime due to any of the following reasons is not eligible for compensation:

1. any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
2. any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
3. any hacker attack targeting the application or data information of a client;
4. any improper route configuration of a client;
5. any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
6. any upgrade of the operation system by a client on its own;
7. any application of a client or the installation;
8. any negligence of a client or any operation authorized by a client;
9. any force majeure event or accident;
0. any other reason not attributable to Tencent Cloud.

3.2 Privacy of Service

Clients may control and segregate external access by configuring access authentication settings in accordance with actual needs to ensure data privacy.

3.3 Review of Service

In accordance with the current laws and regulations, and provided that procedure and formality requirements are fully satisfied, Tencent Cloud may provide certain information (including operation log of key components, operation records of operation and maintenance personnel, operation records of the client, etc.) of corresponding service, due to the need to cooperate with the supervision by the governmental supervisory authority or security evidence collection and investigation or otherwise.

4. Service Compensation

4.1 Scope of Compensation

Compensation is applicable when the guaranteed CNN Service Availability for a client is not met by the end of a month due to malfunction of Tencent Cloud.

4.2 Standards and Principles of Compensation

The compensation amount shall be calculated according to the standards set forth in the chart below based on monthly Service Availability of a single CCN instance. The compensation will be made in the form of coupon only, and the total amount of the compensation shall not exceed the Monthly Service Fee (excluding the portion deductible by the coupon) paid by the client for such CCN instance for such month of which the guaranteed Service Availability is not met.

| Service Availability | Compensation Ratio |
|----------------------|--------------------|
| 99.95% > Av ≥ 99.00% | 10% |
| 99.00% > Av ≥ 95.00% | 25% |
| 95.00% > Av 100% | 100% |

4.3 Application for Compensation

- If a client believes that Tencent Cloud fails to meet certain guaranteed service indicator set forth under the service level agreement (SLA), the client shall notify the customer manager in writing / by e-mail within twenty (20) business days following the occurrence of such failure.
- Upon verification and confirmation by Tencent Cloud of such failure to meet the indicator under the SLA, Tencent Cloud shall make corresponding compensation to the client according to the terms of the

SLA.

- The coupon of an amount equivalent to the confirmed deductible fee will be accounted to the client during the following billing circle.

CKafka Service Level Agreement

Last updated : 2019-05-10 15:29:43

1. Tencent Cloud CKafka Message Service

CKafka (Cloud Kafka) is a distributed, high-throughput, and highly scalable messaging system, which is compatible with the open-source Kafka API (version 0.9 and 0.10). Based on the publishing/subscription model, CKafka decouples messages and enables producers and consumers to interact asynchronously without having to wait for each other. CKafka has many advantages such as data compression and supporting offline and real-time data processing at the same time. It is suitable for log compression collection, monitoring data aggregation and other scenarios.

2. Service Guarantee Indicators

Tencent Cloud will stipulate the customized service level indicators for the cloud service you bought, and will commit itself to providing you with the maximum guarantee in terms of data management and business quality. Meanwhile, Tencent Cloud will reserve the right to make a proper adjustment in any indicators according to changes. Unless otherwise specified, the "month" referred to herein has a length of 30 calendar days, and shall be calculated on the basis of a calendar month.

2.1 CKafka Message Service

2.1.1 Data Storage Persistence

The CKafka you apply for every month has a data storage persistence of '99.999999%'.

2.1.2 Destroyable Data

When you request to delete any data or before you discard or resell any device, Tencent Cloud will perform a complete, permanent deletion on all your data through low-level disk formatting, and degauss the hard disks that are due for scrap.

2.1.3 Right to Know

For now, users' CKafka service is deployed in six data centers, which are Shanghai Data Center, Guangzhou Data Center, Beijing Data Center, Chengdu Data Center, Shanghai Financial Data Center, and Shenzhen Financial Data Center.

Tencent Cloud helps users choose a data center with the best network condition to store their data. Users can select the region where they belong (Guangzhou, Shanghai, Beijing, Chengdu) when making a CVM purchase.

Those data centers available to users shall comply with local laws and regulations and applicable laws and regulations of the PRC.

Tencent Cloud will not disclose any of users' data to any third party, unless such disclosure is required by regulatory authorities for supervision and auditing purposes.

2.1.4 Data Auditing

In accordance with the applicable laws and regulations and on condition of compliance with relevant process and availability of all necessary documents, Tencent Cloud may provide information regarding CVMs, including operation log of key components, operation records of OPS personnel and operation records of users, if required by regulatory authorities or if it is necessary to do so for other reasons such as collection of evidences during investigation into security incidents.

2.1.5 Service Availability

A service availability of '99.95%' is guaranteed for the CKafka Message Service, which means that the CKafka Message Service should be available for users for at least ' $30 \times 24 \times 60 \times 99.95\% = 43178.4$ minutes' each month, and be unavailable for users for ' $43200 - 43178.4 = 21.6$ minutes' at most each month. Service unavailable time is calculated by the user's single instance.

If the service recovers from failure within 5 minutes, it will not be counted into service downtime. Unavailability duration refers to the period from the moment the failure occurs to the recovery of service, including maintenance duration. If the service recovers from failure for over 5 minutes, it will be counted into the unavailability duration.

2.1.6 Failure Recovery Capability

Tencent CKafka is designed with the failure recovery capability. When the physical server fails, the service will be automatically migrated to a new parent host without requiring any user intervention, so as to ensure continued service for customers. Meanwhile, Tencent Cloud's professional team provides maintenance support on a 24/7 basis.

3. Service Billing Accuracy

The billing details for Tencent Cloud services are displayed on the customer's purchase and order pages. You can choose the services you need from a variety of service categories and make a purchase at the listed prices. Please refer to the information published on Tencent Cloud website for the actual prices, and the fee will be charged based on the service specifications and the length of usage.

4. Compensation

4.1 Scope

Compensation is applicable to circumstances where a user claims for compensation for incidents/failures caused by Tencent Cloud, such as the user's inability to use services properly or access them and the inability to access any particular website (service site for developers).

4.2 Compensation Standards

Downtime duration = time when the failure is resolved - start time of failure. Downtime duration is calculated in minutes, and the duration less than 1 minute will be counted as 1 minute .

For example, if the downtime duration is 1 minute and 1 second , the duration will be counted as 2 minutes .

Hundred-fold compensation for CKafka Message Service failures:

Postpaid: a cash coupon in an amount equal to the daily fee of the failed instance $\div 24 \div 60 \times$ downtime duration (in minutes) $\times 100$ will be offered. The upper limit of the cash coupon shall not exceed the total fee of the CKafka service.

CDB Service Level Agreements

Last updated : 2017-12-04 11:02:01

1. INTRODUCTION

This agreement forms part of, and is incorporated into, the Tencent Cloud Service Level Agreement between you and us, in relation to your use of Tencent Cloud.

2. SERVICE LEVELS

2.1 Introduction

The following Service Levels apply to Tencent Cloud's Cloud Database service.

Service Credits are calculated in accordance with the Tencent Cloud Service Level Agreement. As set out in Sections 2.2 and 2.3 of that Agreement:

(a) All Service Levels will be calculated on a per-account, per-complete calendar month basis.

(b) except for the Database Expansion Support Service Level, Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the Cloud Database service provided during the relevant calendar month in which the Service Level was calculated.

2.2 Data Storage Persistence Service Level

| Service Level | At least 99.9996% Persistence for Organisation's data storage on Tencent Cloud. | | | | | | | | | |
|--|--|--|-------------|----------------|---------------------|-----|------------------|-----|---------|-----|
| Requirements/conditions for this Service Level | For the purposes of this Service Level, " Persistence " means a maximum of four storage volume will experience data loss each month if Organisation has requested 1,000,000 data storage instances during that complete calendar month. | | | | | | | | | |
| Service Credit | <table border="1"> <thead> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>99.0% to < 99.9996%</td> <td>10%</td> </tr> <tr> <td>95.0% to < 99.0%</td> <td>25%</td> </tr> <tr> <td>< 95.0%</td> <td>50%</td> </tr> </tbody> </table> | | Persistence | Service Credit | 99.0% to < 99.9996% | 10% | 95.0% to < 99.0% | 25% | < 95.0% | 50% |
| Persistence | Service Credit | | | | | | | | | |
| 99.0% to < 99.9996% | 10% | | | | | | | | | |
| 95.0% to < 99.0% | 25% | | | | | | | | | |
| < 95.0% | 50% | | | | | | | | | |

2.3 Service Availability Service Level

| Service Level | At least 99.95% Service Availability for Cloud Databases. | | | | | | | | | |
|--|--|--|-------------|----------------|-------------------|-----|------------------|-----|---------|-----|
| Requirements/conditions for this Service Level | <p>For the purposes of this Service Level, "Service Availability" means the availability of one or more specific Cloud Databases (based on the total number of active instances running at that time) to the Organisation per-complete calendar month.</p> <p>A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. The service unavailable time is a period of time from when the service failure begins through to when the service returns to normal, including the maintenance time.</p> | | | | | | | | | |
| Service Credit | <table border="1"> <thead> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>99.0% to < 99.95%</td> <td>10%</td> </tr> <tr> <td>95.0% to < 99.0%</td> <td>25%</td> </tr> <tr> <td>< 95.0%</td> <td>50%</td> </tr> </tbody> </table> | | Persistence | Service Credit | 99.0% to < 99.95% | 10% | 95.0% to < 99.0% | 25% | < 95.0% | 50% |
| Persistence | Service Credit | | | | | | | | | |
| 99.0% to < 99.95% | 10% | | | | | | | | | |
| 95.0% to < 99.0% | 25% | | | | | | | | | |
| < 95.0% | 50% | | | | | | | | | |

2.4 Database Expansion Support Service Level

| | |
|--|--|
| Service Level | Completing all requests from Organisation for expanded resource in accordance with the Service Availability Request metric below. |
| Requirements/conditions for this Service Level | <p>"Service Availability Request" means where the actual resource is being expanded by:</p> <ul style="list-style-type: none"> • less than 10 Cloud Databases, the application process will be completed within one working hour from the time that the relevant request was submitted by the Organisation and registered in Tencent's system; • between 10 to 30 Cloud Database, the application process will be completed within 24 working hours from the time that the relevant request was submitted by the Organisation and registered in Tencent's system; and • more than 30 Cloud Databases, the timeframe for completing the application process will be subject to Tencent's prior approval. Such expansion requests will not be used to calculate this Service Level, and no Service Credits apply to such expansion requests. |

| | | | |
|---|--|-----------------------|---|
| | <p>This Service Level only applies where: (a) the original capacity of the Cloud Database service is 50% or less of the expanded resource (following fulfilment of the relevant request); and (b) the maximum expanded resource capacity is 600GB.</p> <p>This Service Level only applies where the request for expansion will be manually performed.</p> <p>In the above Service Levels, a "working hour" means a working hour between 9am to 6pm, Monday to Friday, China Standard Time (CST), excluding any national holidays in China. Any time outside such working hours will not be used to calculate this Service Level.</p> | | |
| <p>Service Credit</p> | <p>The below Service Credit will be payable against the specific database resource being expanded, where all Tencent application expansion processes related to that action fail to complete (in accordance with the corresponding Service Level) in any complete calendar month.</p> <table border="1" data-bbox="509 947 1458 1182"> <tr> <td data-bbox="509 947 1458 1025"> <p>Service Credit</p> </td> </tr> <tr> <td data-bbox="509 1025 1458 1182"> <p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p> </td> </tr> </table> | <p>Service Credit</p> | <p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p> |
| <p>Service Credit</p> | | | |
| <p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p> | | | |

CDN Service Level Agreements

Last updated : 2017-12-04 11:01:48

1. INTRODUCTION

This agreement forms part of, and is incorporated into, the Tencent Cloud Service Level Agreement between you and us, in relation to your use of Tencent Cloud.

2. SERVICE LEVELS

Separate Service Levels apply to the Global CDN Service and the Mainland China CDN Service.

A "**CDN Service Level**" is either the Global CDN Service Level or the Mainland China CDN Service Level (as applicable).

2.1 Global CDN Service Level

The following is the "**Global CDN Service Level**" for the Tencent Cloud Global Content Delivery Network service ("**Global CDN**").

| | |
|--|--|
| Global CDN Service Level | Global CDN Availability is at least 99.90%. |
| Requirements/conditions for this Service Level | <p>"Availability" is calculated as the average result from five Tencent nominated major worldwide metropolitan backbone agents, geographically distributed across all active delivery regions (excluding Mainland China).</p> <p>See Section 3 below for detailed conditions.</p> |
| Service Credit | See Section 4 below. |

2.2 Mainland China CDN Service Level

The following is the "**Mainland China CDN Service Level**" for the Tencent Cloud Mainland China Content Delivery Network service ("**Mainland China CDN**").

| | |
|--|---|
| Mainland China CDN Service Level | Mainland China CDN Availability is at least 99.90%. |
| Requirements/conditions for this Service Level | <p>"Availability" is calculated as the average result from five Tencent nominated major metropolitan backbone agents, geographically distributed across all active</p> |

| | |
|----------------|---|
| | delivery regions within Mainland China. See Section 3 below for detailed conditions. |
| Service Credit | See Section 4 below. |

3. 3. REQUIREMENTS & CONDITIONS FOR CDN SERVICE LEVEL

3.1 Calculation of Availability

For the purposes of each CDN Service Level, "**Availability**" means the amount of time (in a complete calendar month) that the CDN was available to Organisation.

Calculation of each CDN Service Level refers only to the content delivery itself, and excludes the Cloud Console, Application User Interfaces (or APIs), and other related services.

In calculating Availability:

(a) Unit time = 5 minute intervals. A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. Two or more continuous intervals (10 minutes or greater) of service unavailability shall be considered a failure. Any period of service unavailability that is less than 10 minutes is not considered a failure.

(b) "**Unavailable**" means that the relevant CDN Service is not available to be used by the end user in accordance with the relevant Specifications, only where such unavailability is caused by Tencent Cloud not operating in accordance with the relevant Specifications. The period of time where the service is unavailable is calculated from when the service failure begins through to when the service returns to normal, and excludes any unavailability caused by or in relation to any Exclusions.

(c) A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. The service unavailable time is a period of time from when the service failure begins through to when the service returns to normal, including the maintenance time.

For the purposes of calculating Availability for each of the CDN Service Levels:

(d) Tencent's tests for calculating Availability will meet all of the following criteria:

- (i) run equally from each agent, one or more times per hour
- (ii) use a HTTP GET based small test object (50KB-500KB)
- (iii) have "cache-control: public" (1 day) as the only test object TTL
- (iv) utilize high availability CDN accessible origin storage.

(e) All backbone “agent availability” problem samples will be trimmed from the pre-calculation final data.

(f) Organisation may also provide additional data from any third party, independent from Organisation and commercially operated monitoring services meeting these same criteria, for Tencent's consideration.

3.2 CDN Service Level-specific Exclusions

In addition to the Exclusions set out in Section 4 of the Tencent Cloud Service Levels Agreement, any non-Availability of any CDN Service caused by any of the following Exclusions will not be calculated for the purposes of calculating any CDN Service Level:

- (a) inaccessibility of Organisation's site source server(s) due to modification of source station equipment or acceleration of domain name(s) DNS configuration, without prior express agreement with Tencent; and
- (b) where Tencent has provided additional capacity for Organisation's relevant CDN due to a sudden increase in end user traffic to Organisation's site, without prior notice of such sudden increase from Organisation to Tencent.

4. SERVICE CREDITS

4.1 Introduction

Service Credits are calculated in accordance with the Tencent Cloud Service Level Agreement. As set out in Sections 2.2 and 2.3 of that Agreement:

- (a) All Service Levels will be calculated on a per-account, per-complete calendar month basis.
- (b) Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the relevant CDN Service provided during the relevant calendar month in which the Service Level was calculated.

4.2 Global CDN Service Level – Service Credit

| Persistence | Service Credit |
|-------------------|----------------|
| 99.0% to < 99.90% | 10% |
| 95.0% to < 99.0% | 25% |
| < 95.0% | 50% |

4.3 Mainland China CDN Service Level – Service Credit

| Persistence | Service Credit |
|-------------|----------------|
|-------------|----------------|

| Persistence | Service Credit |
|-------------------|----------------|
| 99.0% to < 99.90% | 10% |
| 95.0% to < 99.0% | 25% |
| < 95.0% | 50% |

4.4 Example of how Service Credit for a CDN Service Level is calculated

(a) Fault Time = (incident resolution time) minus (failure starting time).

(b) Fault time is calculated per minute. Faults under 1 minute will be rounded up and deemed as one minute.

ES Service Level Agreement

Last updated : 2019-05-10 16:23:20

In order to use the Tencent Cloud Elasticsearch service (the "Service"), you should read and observe this Elasticsearch 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 and 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 Cloud Elasticsearch Service (ES): Elasticsearch service means the Elasticsearch cluster hosting service provided by Tencent Cloud, including Elasticsearch cluster and Kibana service which is compatible with various Elasticsearch standard APIs. You may develop different application services based on Tencent Cloud Elasticsearch service according to your business needs. Tencent Cloud Elasticsearch service provides you with cluster operation, maintenance and management functions, such as cluster monitoring, cluster warning, cluster expansion and configuration modification.

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 availability of the Service will be calculated separately for each Service Month.

1.3 Service Downtime: If all attempted connections within five (5) minutes to designated Elasticsearch cluster fail, such five (5) minutes shall be deemed Service Downtime.

1.4 Total Time of a Service Month Calculated in Minutes: the number of days of the Service Month × 24 (hours) × 60 (minutes).

1.5 Service Downtime Calculated in Minutes within a Service Month: If the Service is unavailable within five (5) minutes as described in article 1.3 above, such five (5) minutes shall count towards the Service Downtime of the Service Month; if the Service is available, such five (5) minutes shall count towards Service available time of the Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Service Downtime Calculated in Minutes within a Service Month} / \text{Total Time of a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.5%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this 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 coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

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

| Service Availability for a Service Month | Value of Compensation Coupon |
|--|------------------------------|
|--|------------------------------|

| Service Availability for a Service Month | Value of Compensation Coupon |
|--|---------------------------------|
| ≥ 98% and < 99.5% | 10% of the monthly service fee |
| ≥ 95% and < 98% | 25% of the monthly service fee |
| < 95% | 100% of the monthly service fee |

3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned 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 will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the 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 Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any failure attributable to grounds beyond reasonable control of Tencent Cloud (e.g., force majeure event, internet access or beyond the scope of the Service product);

4.2 any failure due to your negligence in authorization, loss of password or mal-operation, or due to any of your equipment, third-party software or device;

4.3 any cluster failure due to insufficient physical capacity limit of the storage and computing of your choice to satisfy the de factor demands;

4.4 any possible failure due to noncompliance with the guidelines for using the cluster specified in the Elasticsearch use guidance;

- 4.5 any failure of data request or other failure due to the potential and undisclosed bug of underlying Elasticsearch software;
- 4.6 any failure due to use non-compliant with the manner of usage, version compatibility, API and other rules supported by Elasticsearch version;
- 4.7 any node for testing which is not advisable for use in production (e.g. 1 core 2G node) is beyond the scope of the agreement;
- 4.8 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.9 any failure by you to make corresponding modification for using the Service after being advised by Tencent Cloud of such modification;
- 4.10 any possible failure due to the use of informal version (e.g. Alpha version and Beta version) or a version with no more maintenance; or
- 4.11 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 terms of services, 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)

GME Service Level Agreement

Last updated : 2019-05-30 15:12:26

In order to use the Game Multimedia Engine (GME) service (the "Service"), you should read and observe this Game Multimedia Engine (GME) 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 and 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

Game Multimedia Engine (GME) Service provided by Tencent Cloud means the voice platform service provided by Tencent Cloud to you ("**Client**"), including without limitation real-time voice chat, voice messaging, audio-text conversion, audio filtering and other categories of audio services provided by Tencent Cloud Game Multimedia Engine. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You may achieve various voice features in an application through integrating SDKs provided by the Service.

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 availability of the Service will be calculated independently for each Service Month.

Service Unavailable: For each one minute, if the number of users which are not able to use voice functions in the application within which you uses GME to achieve various voice functions exceeds 5% of the number of total users, the Service within such one minute shall be deemed unavailable.

Service Downtime: The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered as one measurement point for GME service. The sum of the

measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

2. Service Availability/ Service Success Rate

2.1. Calculation of Service Availability

Service Availability = (1 - Service Downtime calculated in minutes within a Service Month / total time of a Service Month calculated in minutes) × 100%

2.2. Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

If it takes less than 5 minutes for the Service to recover from malfunction, such period shall not be counted into Service Downtime. Service Downtime means the time period starting from the malfunction to the recovery back to normal use, which shall include the time period for maintenance.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the aforementioned 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 the valid term; for details, please refer to the rules of vouchers 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 for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|--------------------------------|
| ≥ 99% and < 99.95% | 10% of the monthly service fee |
| ≥ 95% and < 99% | 25% of the monthly service fee |
| ≥ 90% and < 95% | 30% of the monthly service fee |
| < 90% | 50% of the monthly service fee |

3.2. Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the aforementioned 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 will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiration of the applicable Service Month in which the Service Availability fails to meet the 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 Service Downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1. any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.2. any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3. any attack on your application interface or data, or any other misconduct;
- 4.4. any loss or leak of any data or key due to your improper maintenance or improper confidentiality measures;

- 4.5. any negligence in authorization or maloperation by you, or any of your 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 failure due to unpaid overdue payment of Tencent Cloud account;
- 4.8. any failure due to use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud;
- 4.9. any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud;
- 4.10. any failure due to a ban on or block of application or Service caused by non-compliant voice content or otherwise;
- 4.11. 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 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)

GAAP Service Level Agreement

Last updated : 2019-05-30 15:11:54

To use the **Global Application Acceleration Platform service (the "Service")**, you should read and observe this **Global Application Acceleration 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 and 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. Global Application Acceleration Platform Service provided by Tencent Cloud: means the service enables users to access the origin server through a high-speed connection with the aid of the nearest node by leveraging Tencent Cloud's high-speed connections, forwarding clusters and intelligent routing technology for global nodes, which helps eliminate the stutters and latency experienced by global users when accessing businesses.

1.2. Service Unavailable: When all attempted communications made by you within one minute via accelerated connection fail within the accelerated connection for reasons attributable to Tencent Cloud (i.e., the packet loss rate is 100% within such one minute for such accelerated connection, which data shall be subject to monitoring data of Tencent Cloud), the accelerated connection service during such one minute shall be deemed unavailable.

1.3 Service Downtime: The sum of the unavailable minutes of the accelerated connection during a Service Month shall be the service downtime for such Service Month.

1.4. 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 availability of the Service will be calculated independently for each Service Month.

1.5. **Monthly Service Fee:** the total Service fee paid by you in one Service Month for the Service.

2. Service Availability

2.1. Calculation of Service Availability

Service Availability = time period of normal connection accessing Service / total time of connection accessing Service

2.2. Standards of Service Availability

The standards of the Service Availability provided by Tencent Cloud in different regions are set forth in the chart below. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

| Region | Mainland China | China Hong Kong, South Korea, and Japan | Singapore, Thailand, and India ^① | North America ^② , Germany, and Russia | Others ^③ |
|--|----------------|---|---|--|---------------------|
| Mainland China | 99.95% | 99.95% | 99.95% | 99.95% | / |
| China Hong Kong, South Korea, Japan | 99.95% | 99.95% | 99.95% | 99.95% | / |
| Singapore, Thailand, India ^① | 99.95% | 99.95% | 99.95% | 99.95% | / |
| North America ^② , Germany, Russia | 99.95% | 99.95% | 99.95% | 99.95% | / |
| Others ^③ | / | / | / | / | / |

^① India: Mumbai.

^② North America: Canada, Silicon Valley (US West), Virginia (US East).

③ Others: Taiwan (China), Sydney (Australia), London (UK), San Paulo (Brazil), Dallas (Central United States), Vietnam, Jakarta (Indonesia), and Chennai (Eastern India).

3. Service Compensation

If the Service Availability fails to meet the abovementioned standard for this Service, 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 the valid term; for details, please refer to the rules of vouchers 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 for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month (the Monthly Service Fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|---------------------------------|
| ≥ 99% and < 99.95% | 10% of the Monthly Service Fee |
| ≥ 95% and < 99% | 25% of the Monthly Service Fee |
| < 95% | 100% of the Monthly Service Fee |

3.2. Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned 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 will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the 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 Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 any failure due to source server's failure of the client;
- 4.2 any error due to a ban on or block of a domain name due to any non-compliant content of a client or otherwise;
- 4.3 any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
- 4.4 any upgrade of the operation system by a client on its own;
- 4.5 any hacker attack targeting the source server of a client;
- 4.6 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
- 4.7 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.8. any force majeure event or accident;
- 4.9. any other reason not attributable to Tencent Cloud;
- 4.10 any of your failure to abide by documentation or suggestions for using Tencent Cloud products;
- 4.11 any failure due to unpaid overdue payment of Tencent Cloud account;
- 4.12 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 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)

LVB Service Level Agreement

Last updated : 2019-05-27 16:41:59

In order to use the Tencent Cloud Live Video Broadcasting ("LVB") service (the "Service"), you should read and observe this Live Video Broadcasting 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 and 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, may be 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 Live Video Broadcasting (LVB) Service: is the low-latency, high-concurrency, stable and smooth audio and video broadcasting service provided by Tencent Cloud. LVB supports functions including but not limited to real-time transcoding, intelligent porn detection, screenshot and recording, and is subject to the Service you purchase and contents of the Service provided by Tencent Cloud.

1.2 Service Period/Month: A calendar month is counted as a Service Period. When the period concerned is less than one full calendar month, the period from the day on which a user starts to use the Service to the very last day of such month will be counted as one Service Period. For example, if one starts to use the Service on March 19, the first Service Period will be from March 19 to March 31. The availability of the Service is calculated independently for each Service Period.

1.3 Unit of Time: For measuring the Service, each 5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.4 Failure Rate of Video Playing within each Unit of Time: the proportion of the number of failed requests of the Service due to reasons attributable to Tencent Cloud within one Unit of Time out of the total number of valid requests within such Unit of Time, i.e., Failure Rate of Video Playing within each Unit of Time = number of failed requests for video loading within one Unit of Time / total number of valid

requests within such Unit of Time \times 100%. A failed request refers to a valid request with the return of a 5XX error code or a user request failure due to the unavailability of any Tencent Cloud Live Video Broadcasting node. A valid request refers to a request received by the server of the Live Video Broadcasting. However, any failure of video playing due to expiration of any anti-leech protection adopted by a user with anti-leech authentication enabled, or block of a domain name caused by any illegal or prohibited live broadcasting content or otherwise, or any anomaly on the push end, will not be deemed a valid request. If the total number of your valid requests within one Unit of Time is less than 250, service availability will not be counted for such Unit of Time. One IP will be deemed as one user, and all repeated failed requests of one IP within the measurement time period will be deemed as one failed request.

1.5 Service Downtime within a Service Period Calculated in Minutes: If the Failure Rate of Video Playing within each Unit of Time of the Live Video Broadcasting service is more than 0.4%, it shall be deemed that the Service is unavailable within such Unit of Time. If such situation lasts for ten (10) minutes or more, such time period shall be counted into the Service downtime. If such situation that lasts less than ten (10) minutes, it will not be counted into the Service downtime. The accumulative total of Service downtime within a Service Period is the Service Downtime within a Service Period Calculated in Minutes.

1.6 Monthly Service Fee for a Service Month: the service fees for LVB under a Tencent Cloud account of a client during one Service Month (including data charges by data volume or by bandwidth, and charges for transcoding, recording, screenshot, porn detection and other value-added services).

1.7 Total Time within a Service Month Calculated in Minutes: the total number of days within such Service Month \times 24 (hours) \times 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $(1 - \text{Service Downtime within a Service Period Calculated in Minutes} / \text{Total Time within a Service Period Calculated in Minutes}) \times 100\%$

2.2 Service Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be **no less than 99.9%**. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the aforementioned 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 LVB voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers 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 of a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

| Service Availability of a Service Month | Value of Compensation Voucher |
|---|--------------------------------|
| ≥ 95% and < 99.9% | 5% of the Monthly Service Fee |
| < 95% | 10% of the Monthly Service Fee |

3.2 Time Limit for Compensation Application

(1) If the Service Availability of a Service Month fails to meet the aforementioned 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 will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiration of the applicable Service Month in which the Service Availability fails to meet the 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 Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any error due to the block of a domain name due to any illegal or prohibited content of a client or otherwise.

4.2 any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of a client.

4.3 any hacker attack on a client's website.

4.4 any impact on the availability of the Service due to impromptu increase of traffic of a client (impromptu increase by 200% of daily peak of which the bandwidth is greater than 500Gbps) unless notified by the client to Tencent Cloud in writing three business days in advance.

4.5 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.

4.6 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility.

4.7 any failure of video playing due to expiration of any anti-leech protection adopted by a client with anti-leech authentication enabled.

4.8 any failure of video playing due to block of a domain name caused by any illegal or prohibited content of a client or otherwise.

4.9 any failure of video playing due to anomaly on the push end.

4.10 any force majeure event or accident.

4.11 any other reason not attributable to Tencent Cloud.

4.12 any Service unavailability or failure of the Service to meet the availability standard above not attributable to Tencent Cloud.

4.13 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 rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for your losses 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)

MongoDB Service Level Agreement

Last updated : 2019-06-19 16:57:34

1. Service Content

TencentDB for MongoDB is a professional high-performance distributed data storage service developed based on MongoDB, the world's most promising open source NoSQL database. It is 100% compatible with MongoDB protocol, and well suited for non-relational database use cases.

Additionally, TencentDB for MongoDB offers high-performance, reliable and user-friendly MongoDB cluster services. Each instance is either a replica set of at least one (1) master and two (2) slaves or a sharding cluster of multiple replica sets, ensuring high availability of user data.

2. Data Durability

Tencent Cloud guarantees that the monthly durability of data storage with respect to the instances applied for by a user within the service period (i.e., the service period of MongoDB purchased by the user) is 99.9996%. That is, for each 1,000,000 instances applied for by a user each month, only 4 instances are exposed to data loss.

3. Data Deletion

If a user voluntarily deletes the data or when the data needs to be deleted upon expiration of the service period for a user, Tencent Cloud will perform low level formatting of disks to completely and irrecoverably delete all data of the user prior to disposal or resale of the devices, and the disks will be demagnetized when they are discarded.

4. Right to Know

- A. The location of data center where data is stored (users may query this by submitting a ticket).
- B. The number of data backups and the location of data center where the backup data is stored (users may query this by submitting a ticket).
- C. Tencent Cloud can help users choose a data center with proper network conditions for data storage. Cold backup is dynamically allocated according to the utilization of resources. Users, by default, do not need to choose the data center and cold backup center. Users may submit a ticket if they wish to choose a data center and/or a cold backup center.
- D. The local laws and relevant laws of the People's Republic of China that a data center shall comply with (users may query this by submitting a ticket).
- E. No data of a user will be provided to any third party unless required by a government regulatory authority for supervision, administration or audit purposes. The user behavior log will be used for data

analysis of the database operation, but no personal data would be presented externally.

5. Data Confidentiality

Tencent Cloud achieves network isolation by configuring firewalls and adopting white-list filtering mechanism, and ensures the invisibility of data of different users in the same resource pool via authorization control of user names and passwords of MongoDB instances.

6. Data Audit

Tencent Cloud may, in accordance with the existing laws and regulations, and provided that the relevant procedural and formality requirements are fully compliant, disclose certain information, including without limitation operation log of key components, operation records of operation and maintenance personnel and operation records of users, for the purposes of cooperating with supervision and administration, evidence collection and investigations of governmental or regulatory authorities or otherwise.

7. Service Availability

A. TencentDB for MongoDB guarantees a service availability of 99.95%, that is, for each month, the service is available for 43,178.4 minutes (i.e., $30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.95\%$) and there may be 21.6 minutes (i.e., $43,200 - 43,178.4$) downtime, which is calculated on a single database instance basis.

B. Service downtime does not include any time period when the service is unavailable due to regular system maintenance, force majeure event, or any reason attributable to a user or a third party.

8. Recovery Capacity

Tencent Cloud's professional teams provide maintenance assistance 24/7.

SMS Service Level Agreement

Last updated : 2019-05-15 15:44:15

In order to use the Tencent Cloud messaging service (the "Service"), you should read and observe this Tencent Cloud Messaging 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 and Service 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, may be 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 Tencent Cloud provides messaging service, which includes domestic and international verification code message, industry notification message, member marketing message, voice verification code, voice notification and other functions, and provides you with APIs and gateways for sending message, gateway operation support and other services. For details, please refer to the Service you purchase and the content of the Service provided by Tencent Cloud.

1.2 Apparent Failure: means the failure to submit the messages sent from the APIs or control penal provided by Tencent Cloud to the Valid Number terminal due to reasons attributable to Tencent Cloud.

1.3 Effective Number of Sent Messages: means the total number of the messages sent to Valid Number via the APIs or control penal provided by Tencent Cloud. The messages sent to invalid number shall not be count towards the Effective Number of Sent Messages.

1.4 Valid Number: means the number you submitted that can be used normally, excluding:

(1) numbers identified by telecom operators as being used abnormally, including non-existing numbers, numbers linked to a switched-off device or a device with suspended service;

(2) numbers which cannot receive messages normally due to reasons attributable to user terminal, including without limitation overdue payments, power off, out of coverage area, non-subscription of

messaging service, terminal network connection, mobile phone interception and other unstable situations; and

(3) blacklisted number defined by Tencent Cloud and telecom operators.

1.5. 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 availability of the Service will be calculated separately for each Service Month.

1.6 Monthly Service Fee: Monthly Service Fee means the aggregate service fee for cloud messages actually consumed by you in one (1) Service Month, excluding paid but unconsumed portion.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{number of Apparent Failures out of Effective Number of Sent Messages within a Service Month} / \text{Effective Number of Sent Messages within a Service Month}) \times 100\%$

2.2 Standards of Service Indicator

The Service Availability of this Service provided by Tencent Cloud will be no less than 95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this 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 messages in a number corresponding to the compensation amount** by Tencent Cloud. The price of a single message is subject to the official rate card price published by Tencent Cloud messaging service. You should follow the rules for using the messaging service (including the valid term; for details, please refer to the rules of the messaging service published on Tencent Cloud's official website). You cannot redeem such number of messages for cash or request to

issue an invoice. Such number of messages can only be used through your Tencent Cloud account. You cannot give such number of messages 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 will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (excluding the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

| Service Availability | Number of Messages Compensated |
|----------------------|--|
| ≥ 90% and < 95% | Number of messages corresponding to 10% of the Monthly Service Fee |
| < 90% | Number of messages corresponding to 30% 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 abovementioned 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 will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the 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 Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any failure attributable to the user;

4.2 any loss or leak of data, pin, password, etc. due to improper maintenance or improper confidentiality measures of a user, or faking views using verification code;

- 4.3 any hacker attack on a user's application;
- 4.4 any failure by a user to abide by documentation or suggestions for using Tencent Cloud messaging service;
- 4.5 any negligence of, or operation authorized by, a user;
- 4.6 any violation of platform rules such as information control, flow control, information security (e.g. sensitive word) control;
- 4.7 any business deemed as harassment business by terminal recipient;
- 4.8 any control by the Ministry of Industry and Information Technology, bureau of communication administration and telecom operators;
- 4.9 any illegal information relating to pornography, gambling, illegal drugs, political party, politics, military affairs, fraud, etc.;
- 4.10 any soaring business needs without prior notification, millions of messages per day per account for normal messaging service users, hundreds of millions of messages per day per account for gateway messaging service users;
- 4.11 any use of number extension, number with fixed ending digits, three-network-in-one number, fixed number, designated number configuration and other products, functions and access for trial operation which are not made public by the official website of Tencent Cloud;
- 4.12 any announcement with prior notice by Tencent Cloud due to significant activity or promotion;
- 4.13 any system maintenance with prior notice by Tencent Cloud to the user, including system cutover, maintenance, upgrade and failure simulation test;
- 4.14 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.15 any force majeure event or accident;
- 4.16 any Service unavailability or failure of the Service to meet the standard due to any reason not attributable to Tencent Cloud;
- 4.17 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 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)

TKE Service Level Agreement

Last updated : 2019-06-04 10:12:35

Note : This Tencent Kubernetes Engine Service Level Agreement will take effect from July 4, 2019.

To use the Tencent Kubernetes Engine (“TKE”) service (the “Service”), you should read and observe this Tencent Kubernetes Engine 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 and success rate, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of TKE closed beta testing. 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 Tencent Kubernetes Engine

Tencent Kubernetes Engine (“TKE”) is the Kubernetes cluster management services provided by Tencent Cloud to you (“Client”) via Tencent Cloud platform, including without limitation cluster management, node management and image storage management. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You may create and manage Kubernetes cluster by using the Service and deploy your container business in the cluster.

1.2 Service Month(s)

Service Month(s) is 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 availability of the Service will be calculated independently for each Service Month.

1.3 Service Downtime Calculated in Minutes within a Service Month

When all the attempted operation made by you within one minute via cluster management API or console website fail, such one minute shall count towards the Service downtime of the Service Month. When the attempted operations made by you within one minute via cluster management API or website console succeed in full or in part, such one minute shall not count towards the Service downtime of the Service Month, and the Service within such one minutes shall be deemed available. The sum of the unavailable minutes during a Service Month shall be the Service downtime calculated in minutes for such Service Month.

1.4 Total Time of a Service Period Calculated in Minutes

Total Time of a Service Period Calculated in Minutes = The number of days of the Service Month × 24 (hours) × 60 (minutes).

1.5 Directly Related Tencent Cloud Products

When using container function of the Service, Tencent Cloud products such as CVM, CLB, CBS, CFS and CLS may be involved. The Directly Related Tencent Cloud Products means that if business abnormality is caused by TKE components, only costs for directly affected products, rather than indirectly affected products, shall be compensated, including without limitation the following:

1. If load balance creation is abnormal due to abnormal TKE load balance components, only relevant load balance costs will be compensated. The backend cloud server costs shall be excluded.
2. If block storage is abnormal due to abnormal TKE block storage components, only relevant block storage costs will be compensated. The backend cloud server costs shall be excluded.
3. If cluster node is abnormal due to abnormal TKE node management components, only relevant abnormal node costs will be compensated. The CLB, CBS and other costs shall be excluded.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Service Downtime Calculated in Minutes within a Service Month} / \text{Total Time of a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the

aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

TKE service provide Standards of Service Availability for following product features:

1. Cluster Management: adding, deleting, modifying and checking clusters, opening or closing API server of cluster access of public network and private network.
2. Node Management: adding, deleting, modifying and checking nodes (for product anomaly due to Tencent Cloud Virtual Machine, please refer to Tencent Cloud Virtual Machine Service Level Agreement).
3. Network Storage Plugin Management: including Kubernetes components expanded from TKE, such as Elastic Network Interface, VPC, CLB, CBS (For product anomaly due to Tencent Cloud Elastic Network Interface, VPC, CLB, CBS, please refer to the service level agreement for the corresponding product).
4. Image Storage Management: adding, deleting, modifying and checking image storage.

3. Compensation Plan

3.1 Scope of Compensation

Tencent Cloud TKE provides compensation for affected product features including without limitation the following:

1. Cloud Virtual Machine anomaly due to TKE node management components.
2. Anomaly in creating or using load balance due to TKE load balance components.
3. Anomaly in creating or using block storage due to TKE block storage components.
4. Anomaly in creating or using document storage due to TKE document storage components.
5. Anomaly in creation or use due to TKE network management components (Global Router, VPC-CNI).

Note: The following features are beyond the scope of compensation for Standards of Service Availability of TKE.

1. Effect caused open source software Kubernetes, Docker and operating system kernel and other open source portions.
2. Effect caused by relevant Tencent Cloud products per se, e.g., failure for TKE to create CLB due to CLB interface anomaly, anomaly for TKE to create resources because the quota has been reached or the resources are sold out.
3. Kubernetes plugins made available to the community as open source software's by TKE.

3.2 Standards of Compensation

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

1. For TKE service, Tencent Cloud only compensates for issues caused by Directly Related Tencent Cloud Products, e.g., only relevant costs of load balance will be compensated for anomaly in creating load balance components due to the TKE load balance components.
2. Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers 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.
3. If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, **and the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|--|
| ≥ 99.0% and < 99.95% | 10% of the monthly service fee for Directly Related Tencent Cloud Products |
| ≥ 98.0% and < 99.0% | 20% of the monthly service fee for Directly Related Tencent Cloud Products |
| < 98.0% | 50% of the monthly service fee for Directly Related Tencent Cloud Products |

3.3 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned 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 will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the 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 Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

1. Any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
2. Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
3. Any attack on your application interface or data, or any other misconduct;
4. Any loss or leak of data, pin or password due to your improper maintenance or improper confidentiality measures;
5. Any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
6. Any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
7. Any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud.
8. 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 rules or guidelines published by Tencent Cloud separately.

Before using the TKE service, you should read carefully the relevant service description, technical specification and operation guide, etc. in official documentation of Tencent Cloud, and fully understand the relevant content and potential consequences. You understand and agree that, your use of TKE service is based on your sole independent and prudent judgement, and you shall be responsible for your own judgement or actions, including without limitation:

1. You should decide on your own the compatibility between the Service and the operation system, database and other software and hardware you choose;

2. TKE service does not guarantee the availability of operating system and kernel defects caused by the community;
3. You shall be responsible for your own operations (e.g., health check configuration, resource limitation configuration, container image configuration, code writing and business logic setting);
4. If you use other paid Tencent Cloud products while using TKE service, you shall pay for such products in accordance with the corresponding pricing arrangement and observe corresponding service terms;
5. TKE service only includes relevant technical structure and components for container service, including without limitation TKE API Server, ETCD, CLB, CBS and other Kubernetes Controller components of Tencent Cloud IAAS. TKE service is only responsible for the availability of its own components. For other Tencent Cloud products such as CVM, CLB and CBS, please refer to relevant service level agreements. You shall be solely responsible for your upstream application (business). In addition, it may cause adverse effect such as downtime if you upgrade operation system on your own. Please consider the risk and operate with caution.

5. Miscellaneous

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.
2. Tencent Cloud has the right to amend the terms of this Agreement and notify you as appropriate or necessary in light of changes in due course. 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.
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)

TRTC Service Level Agreement

Last updated : 2019-06-14 15:08:28

To use the Tencent Real-Time Communication ("TRTC") service (the "Service"), you should read and observe this Tencent Real-Time Communication 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, indicators of the Service availability, 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, may be 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 Real-Time Communication (TRTC) Service: the comprehensive real-time audio and video solutions, including without limitation audio communication, video communication, video retouching, relayed live streaming, video recording, and mixing and transcoding, which provide a complete set of functions such as WebRTC support, terminal SDK integration and back-end interface. For details, please refer to the Service purchased by you and the content of the Service provided by Tencent Cloud.

1.2 Service Month: the respective calendar month(s) within the service period for the Service you purchased. For example, if you purchase the Service for a three-month period and the Service is activated on March 17, there are four Service Months (i.e., the first Service Month is 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 availability of the Service will be calculated independently for each Service Month.

1.3 Monthly Service Fee: the aggregate service fees for the Service actually you consumed within one Service Month. If you make a one-time purchase of multiple pre-paid service packages, the Monthly Service Fee will be subject to the actual consumption during the then current Service Month, and the portion yet to be consumed will be excluded.

1.4 Communication Success Rate: Your request for entering a room is deemed as a request for initiating communication, and once you make such a request, it will be counted as one request. Once you enter a room, it will be deemed that the communication is successful.

Communication Success Rate = (number of successful communications / total number of communication requests) × 100%

1.5 Service Downtime Calculated in Minutes: If the Communication Success Rate is lower than 99% within one unit time (each 5 minutes as one calculation time unit) due to any reason attributable to Tencent Cloud, it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for five (5) minutes or more, such time shall be counted into the service downtime, while any such situation that lasts less than five (5) minutes will not be counted into the service downtime.

5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.6 Total Time within a Service Month Calculated in Minutes: the total number of days within such Service Month × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 -- Service Downtime within a Service Period Calculated in Minutes / Total Time within a Service Period Calculated in Minutes) × 100%

For example, assuming that the Communication Success Rate from 10:00 a.m. to 10:30 a.m. on a certain day in March 2019 is 98% (i.e., the Communication Success Rate is lower than 99% and the situation lasts for more than five (5) minutes), the Service Downtime Calculated in Minutes would be 30 minutes, and the Service Availability of March 2019 is 99.93% (i.e., $1 - (30 / 31 \times 24 \times 60) \times 100\%$).

2.2 Service Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

3. Service Compensation

In respect of this 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 the valid term; for details, please refer to the rules of vouchers 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 of a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability | Value of Voucher |
|----------------------|--------------------------------|
| ≥ 99.5% and < 99.9% | 10% of the Monthly Service Fee |
| ≥99% and < 99.5% | 20% of the Monthly Service Fee |
| < 99% | 50% of the Monthly Service Fee |

3.2 Time Limit for Compensation Application

(1) If the Service Availability of a Service Month fails to meet the abovementioned 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 will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the 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 Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 Any failure on the part of a user.
- 4.2 Any negligence of a user or any operation authorized by a user.
- 4.3 Any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of a user.
- 4.4 Any hacker attack on a user's website, application or data.
- 4.5 Any failure of a user to observe the documentation or guideline for using the TRTC.
- 4.6 Any impromptu increase of traffic of a user (concurrent volatility over 3,000) without five (5) business days prior written notice to Tencent Cloud.
- 4.7 Any use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud.
- 4.8 Any use by a user of any illegal information relating to pornography, gambling, illegal drugs, political party, politics, military affairs, fraud, etc.
- 4.9 Any significant event or promotion publicly announced by Tencent in advance.
- 4.10 Any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.
- 4.11 Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility.
- 4.12 Any force majeure event or accident.
- 4.13 Any Service unavailability or failure of the Service to meet the availability standard 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 rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

- 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.**
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.
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)

VOD Service Level Agreements

Last updated : 2017-12-04 11:01:56

1. INTRODUCTION

This agreement forms part of, and is incorporated into, the Tencent Cloud Service Level Agreement between you and us, in relation to your use of Tencent Cloud.

2. SERVICE LEVELS

Separate Service Levels apply to the Global Video Service and the Mainland China Video Service.

A "**Video Service Level**" is either the Global Video Service Level or the Mainland China Video Service Level (as applicable).

2.1 Global Video Service Level

The following is the "**Global Video Service Level**" for the Tencent Cloud Global Video Platform service ("**Global Video Service**").

| | |
|--|---|
| Global Video Service Level | At least 99.9996% Persistence for Organisation's data storage on Tencent Cloud. |
| Requirements/conditions for this Service Level | " Availability " is calculated as the average result from five Tencent nominated major worldwide metropolitan backbone agents, geographically distributed across all active delivery regions (excluding Mainland China). See Section 3 below for detailed conditions. |
| Service Credit | See Section 4 below. |

2.2 Mainland China Video Service Level

The following is the "**Mainland China Video Service Level**" for the Tencent Cloud Mainland China Video Platform service ("**Mainland China Video Service**").

| | |
|--|--|
| Mainland China Video Service Level | Mainland China Video Service Availability is at least 99.90%. |
| Requirements/conditions for this Service | " Availability " is calculated as the average result from |

| | |
|----------------|---|
| Level | five Tencent nominated major metropolitan backbone agents, geographically distributed across all active delivery regions within Mainland China. See Section 3 below for detailed conditions. |
| Service Credit | See Section 4 below. |

3. REQUIREMENTS & CONDITIONS FOR VIDEO SERVICE LEVEL

3.1 Calculation of Availability

For the purposes of each Video Service Level, "**Availability**" means the amount of time (in a complete calendar month) that the Video Service was available to Organisation.

Calculation of each Video Service Level refers only to the content delivery itself, and excludes the Cloud Console, Application User Interfaces (or APIs), and other related services.

In calculating Availability:

(a) Unit time = 5 minute intervals. A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. Two or more continuous intervals (10 minutes or greater) of service unavailability shall be considered a failure. Any period of service unavailability that is less than 10 minutes is not considered a failure.

(b) "**Unavailable**" means that the relevant Video Service is not available to be used by the end user in accordance with the relevant Specifications, only where such unavailability is caused by Tencent Cloud not operating in accordance with the relevant Specifications. The period of time where the service is unavailable is calculated from when the service failure begins through to when the service returns to normal, and excludes any unavailability caused by or in relation to any Exclusions.

(c) A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. The service unavailable time is a period of time from when the service failure begins through to when the service returns to normal, including the maintenance time.

For the purposes of calculating Availability for each of the Video Service Levels:

(d) Tencent's tests for calculating Availability will meet all of the following criteria:

- (i) run equally from each agent, one or more times per hour
- (ii) use an MP4 HTTP test object (500KB-5MB)

(iii) have "cache-control: public" (1 day) as the only test object TTL

(iv) utilize high availability Video Service accessible origin storage

(e) All backbone "agent availability" problem samples will be trimmed from the pre-calculation final data.

(f) Organisation may also provide additional data from any third party, independent from Organisation and commercially operated monitoring services meeting these same criteria, for Tencent's consideration.

3.2 Video Service Level-specific Exclusions

In addition to the Exclusions set out in Section 4 of the Tencent Cloud Service Levels Agreement, any non-Availability of any Video Service caused by any of the following Exclusions will not be calculated for the purposes of calculating any Video Service Level:

(a) inaccessibility of Organisation's site source server(s) due to modification of source station equipment or acceleration of domain name(s) DNS configuration, without prior express agreement with Tencent; and

(b) where Tencent has provided additional capacity for Organisation's relevant Video due to a sudden increase in end user traffic to Organisation's site, without prior notice of such sudden increase from Organisation to Tencent.

4. SERVICE CREDITS

4.1 Introduction

Service Credits are calculated in accordance with the Tencent Cloud Service Level Agreement. As set out in Sections 2.2 and 2.3 of that Agreement:

(a) All Service Levels will be calculated on a per-account, per-complete calendar month basis.

(b) Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the relevant Video Service provided during the relevant calendar month in which the Service Level was calculated.

4.2 Global Video Service Level – Service Credit

| Persistence | Service Credit |
|-------------------|----------------|
| 99.0% to < 99.90% | 10% |
| 95.0% to < 99.0% | 25% |
| < 95.0% | 50% |

4.3 Mainland China Video Service Level – Service Credit

| Persistence | Service Credit |
|-------------------|----------------|
| 99.0% to < 99.90% | 10% |
| 95.0% to < 99.0% | 25% |
| < 95.0% | 50% |

4.4 Example of how Service Credit for a Video Service Level is calculated

(a) Fault Time = (incident resolution time) minus (failure starting time).

(b) Fault time is calculated per minute. Faults under 1 minute will be rounded up and deemed as one minute.

VPC Service Level Agreements

Cross-region Interconnection Service

Terms

Last updated : 2019-05-10 15:30:44

Welcome to Tencent Cloud Cross-region Connection Service!

To use Tencent Cloud Cross-region Connection Service (hereinafter referred to as "Service"), you must read and abide by Tencent Cloud Cross-region Connection Service Agreement (hereinafter referred to as "Agreement"). Please make sure to carefully read and fully understand the terms and conditions herein, especially the restrictive or liability exemption terms, as well as any separate agreement or rules on the activation or use of a certain service. Restrictive or liability exemption terms may be highlighted in bold or with underlines for your attention.

Only after you have read and accepted all the terms and conditions of this Agreement as well as related agreements and rules can you use the Service. You agree to be subject to the terms and conditions of this Agreement as well as related agreements and rules by selecting "I have read the agreement" to go to the creation process or using the Service in any manner.

In the event of your violation of this Agreement, in any manner or by any means whatsoever, Tencent Cloud has the right to unilaterally take actions to restrict, suspend or terminate the provision of this Service to you depending on the severity of your violation, and to hold you liable for such violation.

1. Definition of Service

The "Service" herein refers to the Tencent Cloud Cross-region Connection Service as well as related technical and network support services.

2. Service Fee

The billing method and standard (in RMB) are subject to the price published on Tencent Cloud official website, unless otherwise agreed by both parties.

3. Customer's Rights and Obligations

3.1 You have the right to use the Service you purchase as well as the technical support and after-sales services provided by Tencent Cloud in accordance with this Agreement.

3.2 During the use of the Service, you shall abide by any applicable laws or regulations, and maintain the order and security of the Internet, and shall not engage in or facilitate any activity in violation of such laws or regulations, including but not limited to the following activities:

- Any Illegal activities involving lottery, gambling, "private server", "plug-in", etc.;
- Fraud or false or misleading behaviors or any behavior that infringes on any legitimate rights and interests of others such as intellectual property right;
- Release and dissemination of SPAM or reactionary, superstitious, obscene, pornographic, vulgar contents or illegal information;
- Any activities in violation of the operational rules of network, device or service linked with Tencent Cloud network;
- **Any activities that take up much of the cross-region connection resources and result in a heavy and unreasonable load on Tencent Cloud cross-region connection products or other users, or prevent Tencent Cloud network from running normally;**
- Any illegal or unauthorized interception, theft, interference or surveillance;
- Any activities that undermine or attempt to undermine the network security, including but not limited to malicious scanning over website and server, intrusion into a system and illegal acquisition of data by means of viruses, Trojan-horse programs, malicious codes, phishing and other methods;
- Any activities that change or attempt to change the system configuration provided by Tencent Cloud Cross-Region Connection Service or that compromise the system security;
- Any activities that prevent or disrupt the operation of Tencent Cloud Cross-region Connection Service or the use of such service by others by technical or other means;
- Any activities that disturb or attempt to disturb the normal operation of any of Tencent Cloud products, services and features in any way, or creation, release, dissemination of any tools and methods for such purposes;
- Any activities (including but not limited to "DNS resolution, "security service", "domain reselling" reverse proxy") that lead to frequent exposure of your business to such attacks as DDoS attack and affect Tencent Cloud service platform or others due to your failure to correct such activities in a timely manner or eliminate the effect of such activities as required by Tencent Cloud.

You shall not install or use any pirated software on Tencent Cloud service, and shall take effective measures to protect the security of your computer information system according to applicable national regulations, including but not limited to the installation of approved products specially designed for the security of computer information system.

You shall make payments on time. In the event of a late payment for a post-payment service, in addition to the fees due under the Agreement, you shall be liable to pay a late penalty to Tencent Cloud at a rate equal to 0.3% per day on the unpaid amount from the time due until the time the full outstanding amount including the penalty is paid. If you fail to make such payment within 15 days after the payment

becomes due under this Agreement, Tencent Cloud has the right to unilaterally terminate this Agreement. If you have purchased pre-payment service at the same time, the paid amount for the unused service period will be owned by Tencent Cloud as such late penalty.

4. Tencent Cloud's Rights and Obligations

4.1 Tencent Cloud shall provide you with Tencent Cloud services and after-sale support according to this Agreement.

4.2 Tencent Cloud is only responsible for the operation and maintenance of Tencent Cloud services. It is your responsibility to ensure the security and stability of your network and devices. In the event of any of the following situations, you shall deal with the problem immediately and avoid the effect of such problem on Tencent Cloud services:

- Any problem with your internal network, including but not limited to overload;
- A failure of your self-owned device or a third-party device;
- Network interruption caused by your detach of devices or other operations without the content of Tencent Cloud;
- Any failure or network interruption on account of you.

4.3 If Tencent Cloud finds by itself or based on the information provided by competent authorities and the complaint filed by any right owner that you have violated any applicable laws or regulations or this Agreement, Tencent Cloud has the right to unilaterally take one or more of the following actions at its discretion:

- Request you to remove or modify any violating content immediately;
- Directly remove or block any violating content or disconnect the link;
- Restrict or suspend the provision of Tencent Cloud services to you (including but not limited to directly making some of your services offline and taking back related resources, setting restrictions on the operations of your Tencent Cloud account);
- In serious cases, Tencent Cloud has the right to terminate the provision of Tencent Cloud services to you or terminate this Agreement (including but not limited to directly making all of your services offline and taking back related resources). The amount paid by you for the unused service period will be owned by Tencent Cloud as the liquidated damages paid by you for the breach of the Agreement.

4.4 Tencent Cloud has the right to transfer the rights and obligations under this Agreement to a third party, in part or in whole, by giving a prior written notice of at least 90 days to you. Both parties agree to sign all the reasonably necessary documents and take all the reasonably necessary measures to bring this provision into effect.

Peer Connection SLA

Last updated : 2019-05-10 15:30:54

1. Tencent Cloud Peering Connection Service

Tencent Cloud Peering Connection is a cloud-resource interconnection service featuring large bandwidth and high quality, allowing you to connect resource communication links on Tencent Cloud, details of which shall be subject to the introduction on the official website of Tencent Cloud.

2. Guaranteed Indicators of Service

Tencent Cloud sets up the service level indicators for the service purchased by you, and has the right to adjust certain indicators in response to the change of situations in due course.

2.1 Service Availability

Service Availability of Peering Connection is calculated based on each Service Period from the perspective of a single instance as follows:

Service Availability = ((Total Time of a Service Period Calculated in Minutes – Service Downtime Calculated in Minutes) / Total Time of a Service Period Calculated in Minutes) * 100%

Peering Connection availability at the level of Platinum, Gold and Silver is set forth in the chart below. You are entitled to the compensation set forth in Section 3 hereunder if the guaranteed availability is not met.

| QOS | Service Availability |
|----------|----------------------|
| Platinum | 99.95% (0.36 h) |
| Gold | 99.50% (3.6 h) |
| Silver | 99.00% (7.2 h) |

Relevant Explanations:

- Service Period: One calendar month will be counted as one service period.
- Total Time of a Service Period Calculated in Minutes: the number of days of the Service Period × 24 (hours) × 60 (minutes).

- **Service Downtime Calculated in Minutes:** When all the continuous attempted communication made by a client within one minute via designated Peering Connection fail, the Peering Connection instance service during such one minute shall be deemed unavailable. The sum of the unavailable minutes of the Peering Connection instance during a Service Period shall be the service downtime calculated in minutes for such Service Period. The guaranteed Service Availability indicator requires Peering Connection packet loss rate data, of which the original data shall be subject to Network Detection & Tencent Cloud backend monitoring data. Please enable the Network Detection service.
- **Monthly Service Fee:** the total service fee paid by a client in one calendar month for a single Peering Connection instance.
- The service downtime due to any of the following reasons is not eligible for compensation:
 - any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
 - any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
 - any hacker attack targeting the application or data information of a client;
 - any improper route configuration of a client;
 - any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
 - any upgrade of the operation system by a client on its own;
 - any application of a client or the installation;
 - any negligence of a client or any operation authorized by a client;
 - any force majeure event or accident;
 - any other reason not attributable to Tencent Cloud.

2.2 Privacy of Service

Clients may control and segregate external access by configuring access authentication settings in accordance with actual needs to ensure data privacy.

2.3 Review of Service

In accordance with the current laws and regulations, and provided that procedure and formality requirements are fully satisfied, Tencent Cloud may provide certain information (including operation log of key components, operation records of operation and maintenance personnel, operation records of the client, etc.) of the Peering Connection service, due to the need to cooperate with the supervision by the governmental supervisory authority or security evidence collection and investigation or otherwise.

3. Service Compensation

3.1 Scope of Compensation

Compensation is applicable when the guaranteed Service Availability of Peering Connection for a client is not met by the end of a month due to malfunction of Tencent Cloud.

3.2 Standards and Principles of Compensation

The compensation amount shall be calculated according to the standards set forth in the chart below based on monthly Service Availability of a single Peering Connection instance. The compensation will be made in the form of coupon only, and the total amount of the compensation shall not exceed the Monthly Service Fee (excluding the portion deductible by the coupon) paid by the client for such Peering Connection instance for such month of which the guaranteed Service Availability is not met.

| QOS | Service Availability | Compensation Ratio |
|----------|----------------------|--------------------|
| Platinum | 99.95% > Av ≥ 99.00% | 10% |
| | 99.00% > Av ≥ 98.00% | 25% |
| | 98.00% > Av | 100% |
| Gold | 99.50% > Av ≥ 99.00% | 10% |
| | 99.00% > Av ≥ 95.00% | 25% |
| | 95.00% > Av | 100% |
| Silver | 99.00% > Av ≥ 98.00% | 10% |
| | 98.00% > Av ≥ 95.00% | 25% |
| | 95.00% > Av | 100% |

3.3 Application for Compensation

- If a client believes that Tencent Cloud fails to meet certain guaranteed service indicator set forth under the service level agreement (SLA), the client shall notify the customer manager in writing / by e-mail within twenty (20) business days following the occurrence of such failure.
- Upon verification and confirmation by Tencent Cloud of such failure to meet the indicator under the SLA, Tencent Cloud shall make corresponding compensation to the client according to the terms of the SLA.
- The coupon of an amount equivalent to the confirmed deductible fee will be accounted to the client during the following billing circle.

4. Miscellaneous

Tencent Cloud shall have the right to amend any provision of this SLA in response to the change of situations in due course, and such amendment will be concurrently published on the official website.

Privacy FAQs

Last updated : 2017-09-06 15:17:50

1.Introduction

We take your data privacy and security very seriously. Whether you are an individual user, a small business owner or a large corporation, we take steps to ensure that your content is stored and processed by us in a transparent way and using secure and reliable technology.

We understand that your trust is something we earn. As part of that process, we work to keep you informed of our data security policies and measures, as they may change over time.

These FAQs explain some basic principles that we apply to our provision of Tencent Cloud, particularly for those customers and prospective customers who have questions about how Tencent Cloud meets the requirements of data protection laws and other applicable regulations concerning data privacy and security.

These FAQs are intended to be a general overview and do not constitute legal advice. We urge you to consult with your own legal counsel to familiarise yourself with the requirements that govern your specific circumstances and to take advice as necessary.

For further information regarding Tencent Cloud's data privacy and security practices and these FAQs:

(a)Please review the Tencent Cloud Privacy and Data Processing Policy – which sets out how we collect, store and process your content on Tencent Cloud.

(b)Please contact our Customer Support team via phone at +86 4009 100 100, or online at <https://console.cloud.tencent.com/workorder>. We would be pleased to discuss with you how we maintain the privacy and security of your content and answer any questions or concerns you may have.

2.Who owns and controls your content?

You do. All content that you upload to Tencent Cloud remains yours, and you remain in control of it.

We do not access or use your content for any purpose, other than for providing Tencent Cloud to you. For example, Tencent will not use your content for marketing purposes or perform analytics on your content.

You decide who may access your content and how that access is made available – Tencent makes available various security and authentication methods to help you with such efforts. Tencent delivers Tencent Cloud using commercially available internet connections and browser software. You (and any

related users you choose to give access to your content) may log into Tencent Cloud using unique usernames and passwords.

3. Does Tencent share your content with third parties?

No. Tencent Cloud is designed to protect the security and confidentiality of your content. We will not share your content with anyone else other than in exceptional circumstances, such as where we believe we are legally required to do so (for example, if we are subject to a court order for disclosure), or where we need to do so in order to enforce or protect your rights, our own rights or the rights of other users.

Please consult our Tencent Cloud Terms of Service for further details of the limited circumstances in which we will disclose your content.

4. Where does Tencent store your content?

We offer you the right to select where your content is stored from a list of potential locations. All of our data centres meet industry-accepted technical and security standards.

If at any time we are no longer able to store your content in your selected location, we will notify you and offer you the alternative storage locations available at that time.

5. Does Tencent comply with data protection laws?

Yes. We have a comprehensive privacy and security programme directed at protecting your content, including your personal data (see below, **Q7. How does Tencent protect your content?**). We comply with our obligations under data protection laws.

Because we only process your content in order to provide Tencent Cloud to you in accordance with your instructions, we are considered a "data processor" (or the equivalent designation under data protection laws in your jurisdiction). While the law varies from jurisdiction to jurisdiction as to the obligations applicable to data processors, we comply with all obligations binding on us in our role as a data processor in providing Tencent Cloud to you.

6. How does Tencent help you comply with data protection laws when you use Tencent Cloud?

Because you maintain ultimate control over the collection and use of your content, you will be considered a "data controller" (or equivalent designation) under data protection laws in respect of your content that contains personal data. This means that you will need to comply with data protection laws when you use Tencent Cloud.

We have designed Tencent Cloud in a way that enables you to comply with your obligations. We do this by:

- (a) allowing you to maintain control over the manner in which your content is accessed and processed (see **Q2. Who owns and controls your content?**);
- (b) not sharing your content with third parties, except in accordance with our Terms of Service (see **Q3. Does Tencent share your content with third parties?**);
- (c) allowing you to choose the location of storage of your content (see Q4. Where does Tencent store your content?);
- (d) complying with applicable data protection laws (see **Q5. Does Tencent comply with data protection laws?**); and
- (e) maintaining industry-accepted security measures for the purpose of protecting your content (see **Q7. How does Tencent protect your content?**).

Please note that data protection laws and regulations and how they are interpreted and enforced may change over time, and there may be other laws and regulations that apply to you. You should obtain legal advice to ensure that you are familiar with the requirements governing your use of data and other aspects of your business.

7. How does Tencent protect your content?

We have implemented a comprehensive privacy and security programme for the purpose of protecting your content. This programme includes the following:

7.1 Data security. We have designed and implemented the following measures to protect customer's data against unauthorised access:

- (a) standards for data categorisation and classification;
- (b) a set of authentication and access control capabilities at the physical, network, system and application levels;
and
- (c) a mechanism for detecting big data-based abnormal behaviour.

7.2 Network security. We implement stringent rules on internal network isolation to achieve access control and border protection for internal networks (including office networks, development networks, testing networks and production networks) by way of physical and logical isolation.

7.3 Physical and environmental security. Stringent infrastructure and environment access controls have been implemented for Tencent Cloud's data centres based on relevant regional security requirements. An access control matrix is established, based on the types of data centre personnel and their respective access privileges, to ensure effective management and control of access and operations by data centre personnel.

7.4 Incident management. We operate active and real-time service monitoring, combined with a rapid response and handling mechanism, that enables prompt detection and handling of security incidents.

7.5 Compliance with standards. We comply with the following standards:

- (a) Information security management system – ISO 27001:2013.
- (b) IT service management – ISO/IEC 20000-1:2011.
- (c) Quality management system – ISO/IEC 9001:2015.

8. How does Tencent respond to regulatory requests for your content?

We may, from time to time, receive regulatory requests to disclose your content to regulators or law enforcement bodies. When we receive these requests, we take reasonable steps to query them and establish whether or not we are legally required to respond to them. When we are required to respond to such a request, we do everything we reasonably can to protect your confidentiality.

9. How can you protect your content?

Tencent Cloud provides a number of features that allow you to enhance the protection of your content. It is your responsibility to carefully select and use the features that are appropriate to you, in accordance with your own security policies. For example:

- (a) you can select the transmission method and transmission protocols for your data (e.g. HTTPS, SSH); and
- (b) you can select enhanced network security protection products such as dedicated access lines and IPsec VPN.

Please take steps to keep your (and your authorised users') account login credentials safe. Please change your Tencent Cloud account passwords regularly to reduce the risk of your account being improperly accessed. Passwords should be unique and be difficult for others to deduce. If you suspect an unauthorised person has accessed your Tencent Cloud account, please notify us immediately – until we disable your account after receiving such notification from you, you are responsible for all acts and omissions within your Tencent Cloud account.

Cookies Policy

Last updated : 2018-05-24 20:44:14

If you are located in the European Economic Area or Switzerland, the data controller of your personal information for the purposes of the General Data Protection Regulation is Tencent International Service Europe B.V., a company registered in The Netherlands with its registered address at Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands. If you are located outside the European Economic Area or Switzerland, the data controller of your personal information is the entity that you have contracted with, as set out in the [Terms of Service](#). In each case, the relevant entity is referred to for the purposes of this Cookies Policy as "**Tencent Cloud**", "**we**", "**us**" and "**our**".

We use cookies, log files and similar files or technologies to collect and store the information we automatically collect about your device and use of the Tencent Cloud website and cloud services ("Services"). You can find out more about cookies and how to control them in the information below. If you do not accept the use of these cookies, please disable them using the instructions in this cookie policy, by following the 'opt-out' links provided below or by changing your browser settings so that cookies from the Services cannot be placed on your device.

1. What is a cookie?

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a certain webpage. Cookies are then sent back to the originating webpage on each subsequent visit, or to another webpage that recognises that cookie. Cookies are widely used in order to make the Services work, or to work more efficiently, as well as to provide information to the Services team. Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improving the user experience. Cookies may tell us, for example, whether you have used the Services before or whether you are a new user.

There are two broad categories of cookies:

- **First party cookies**, served directly by us to your device.
- **Third party cookies**, which are served by a third party on our behalf.

Cookies can remain on your device for different periods of time. Some cookies are 'session cookies', meaning that they exist only while your browser or the application is open. These are deleted automatically once you close your browser or application. Other cookies are 'permanent cookies', meaning that they survive after your browser or application is closed. They can be used by the Services to recognise your device when you open and use the Services again.

2.How do we use cookies?

We use cookies to:

- track traffic flow and patterns of travel in connection with the Services;
- understand the total number of visitors to the Services on an ongoing basis and the types of browsers (e.g. Safari, Firefox, Chrome, Internet Explorer, Opera etc.) and operating systems (e.g. iOS, Android, Windows or Mac OS) used by our visitors;
- monitor the performance of the Services and to continually improve it; and
- customise and enhance your online experience.

3.What types of cookies do we use?

The types of cookies used by us and our partners in connection with the Services can be classified into one of certain categories, namely 'essential cookies', 'functionality cookies', and 'analytics and performance cookies'. We have set out some further information about each category, and the purposes of the cookies we and third parties set in the following table.

| Type of cookie | What it does | How to block |
|---|---|---|
| Cookies necessary for essential Services | These cookies are essential to provide you with the Services and to use some of its features, such as to authenticate log-in, secure the Services and your information, and prevent fraudulent, criminal or other suspect activities. Without these cookies, services you have asked for, like transactional pages and secure login accounts, would not be possible. | Please see the instructions set out in ' How to control or delete cookies ' below. |
| Functionality Cookies | Functionality cookies record information about choices you've made and allow us to tailor the Services to you. These cookies mean that when you continue to use or come back to use the Services, we can provide you with our services as you have asked for them to be provided. For example, these cookies allow us to: <ul style="list-style-type: none"> • save your location preference (if you have set your location) in order to receive localized information; • remember settings you have applied, such as layout, text size, preferences, and colors; • show you when you are logged in; and • store accessibility options. | Please see the instructions set out in ' How to control or delete cookies ' below. |

| Type of cookie | What it does | How to block |
|--|--|---|
| Performance / Analytics Cookies | <p>We use performance/analytics cookies to analyze how the Services are accessed, used, or are performing in order to provide you with a better user experience and to maintain, operate and continually improve the Services. For example, these cookies allow us to:</p> <ul style="list-style-type: none"> • better understand visitors to the Services so that we can improve how we present our content; • test different design ideas for particular pages or features; • collect information about users of Services such as where they are located and what browsers they are using; • determine the number of unique users of the Services; • improve the Services by measuring any errors that occur; and • conduct research and diagnostics to improve product offerings. | <p>Please also see the instructions set out in 'How to control or delete cookies' below.</p> |

4.How to control or delete cookies

You have the right to choose whether or not to accept cookies and we have explained how you can exercise this right below. However, please note that if you choose to refuse cookies you may not be able to use the full functionality of the Services.

Most devices (in the case of mobile applications) and browsers (in the case of web apps and pages) allow you to change your cookie settings. These settings will typically be found in the "options" or "preferences" menu of your browser. In order to understand these settings, the following links may be helpful, otherwise you should use the "Help" option in your browser for more details.

- [Cookie settings in Chrome for web](#) and [Android](#)
- [Cookie settings in Safari web](#) and [iOS](#)
- [Cookie settings in Internet Explorer](#)
- [Cookie settings in Firefox](#)

5.Changes to this Cookie Policy

We will occasionally update this Cookie Policy to reflect changes in our practices and services. When we post changes to this Cookie Policy, we will revise the "Last Updated" date at the top of this Cookie Policy. If we make any material changes in the way we collect, use, and/or share information held in cookies, we will notify you by prominently posting notice of the changes when you log in to or use the Services. We recommend that you check this page from time to time to inform yourself of any changes in this Cookie Policy or any of our other policies.

6. Need More Information?

If you would like to find out more about cookies and their use on the Internet, you may find the following links useful:

- [All About Cookies](#)
- youonlinechoices.co.uk/uk

7. Cookies that have been set in the past

If you have disabled one or more Cookies, we may still use information collected from cookies prior to your disabled preference being set, however, we will stop using the disabled cookie to collect any further information.

8. Contact us

If you have any questions or comments about this cookies policy, or privacy matters generally, please contact us via email cloudlegalnotices@tencent.com.