

Short Message Service Service Agreement Product Documentation



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Service Statement

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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) blocked 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(Av)	Number of Messages Compensated
95% > Av ≥ 90%	Number of messages corresponding to 10% of the Monthly Service Fee
90% > Av	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)