TencentDB for PostgreSQL

Service Agreement

Product Documentation

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Service Statement

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Service Agreement

Service Level Agreement

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Please see TencentDB Service Level Agreement (SLA).

If you are a finance cloud user, you can contact your Tencent Cloud rep or architect to learn about the finance-specific SLA.

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Terms of Service

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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 application that runs on the Services and 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.

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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,8th 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
South Korea	Tencent Korea Yuhan Hoesa, 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Korea	Hong Kong
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 "**EndUsers**." 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

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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. 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

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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 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.

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(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 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 Applications and User Data, activities under 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

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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 to 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, in which case Tencent will make reasonable commercial efforts to promptly notify you if legally permissible..

(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.

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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; or

(v) 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 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

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

(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.

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(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.

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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. EXPORT CONTROL

(a)Your Status. You, nor any of your officers, directors, shareholders, agents or employees, are:

(i) listed in any list of designated persons maintained by the United States (including, without limitation, the list of “Specially Designated Nationals” as maintained by the Office of Foreign Assets Control of the U.S. Treasury Department, the United Nations Security Council, the United Kingdom (including the Consolidated List of Financial Sanctions Targets as maintained by Her Majesty’s Treasury), the European Union and any Member State thereof (including the Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions), or any other list of sanctioned persons maintained by an authority with jurisdiction over you (any person so listed being a “**Restricted Person**”);

(ii) organized in, operating from or resident in a country or territory that is the target of comprehensive sanctions (as of the date of this Agreement, Iran, Cuba, North Korea, Syria and the Crimea/Sevastopol region (“**Sanctioned Territories**”)); or

(iii) controlled or owned by 50 percent or more by any of the foregoing.

(b)Sanctions Event. If you become a Restricted Person or controlled or owned by 50% or more by a Restricted Person or if provision of the Services becomes otherwise restricted or prohibited as a consequence of the imposition of sanctions or by operation of export control laws or regulations (a “**Sanctions Event**”), Tencent shall not be obliged to perform any of its obligations or provide Services and shall be entitled to terminate these Terms with immediate effect.

(c)Export Compliance. In connection with the Services, you will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including U.S. or EU restrictions that prohibit or restrict the export, reexport or transfer of products, technology, services or data – directly or indirectly – to or for Sanctioned Territories, Restricted Persons, or other relevant end-users (collectively, “**Export Laws**”). You agree not to engage in any activities in connection with the Services that would risk placing Tencent in breach of any Export Laws and are solely responsible for compliance with Export Laws related to the manner in which you choose to use the Service, 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.

13. GENERAL

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(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 1) act as an agent or 2) 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) 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

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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.

(i) 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

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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. 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.

3.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.

4. 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.

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5. 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.

6. 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

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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/.

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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 by submitting a work order through the console at https://console.intl.cloud.tencent.com/workorder, giving us your name, address, and account information; or

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 by submitting a work order through the console at https://console.intl.cloud.tencent.com/workorder, giving your name, address and account information. Nothing in this section affects your legal rights.

5.FranceSpecific 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.

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[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

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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.PrivacyPolicy. 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.Changesto 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 out contractual relationship with you.

3.ThirdParty 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.Limitationof 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.InapplicableClauses. 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.Consentto 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.Termand 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.GoverningLaw. 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.

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