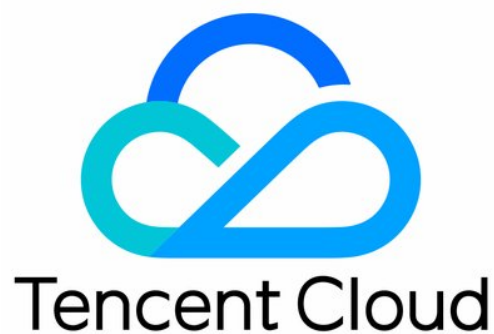


# **Tencent Push Notification Service**

# **Tencent Push Notification Service**

## **Policy**

## **Product Documentation**



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# Tencent Push Notification Service Policy

## Privacy Policy

Last updated : 2022-11-21 17:01:53

### 1. Introduction

This Module applies if you use the Tencent Push Notification Service (“**Feature**”). This Module is incorporated into the privacy policy located at [Privacy Policy](#). Terms used but not defined in this Module shall have the meaning given to them in the Privacy Policy. In the event of any conflict between the Privacy Policy and this Module, this Module shall apply to the extent of the inconsistency.

### 2. Controllership

The controller of the personal information described in this Module is as specified in the Privacy Policy.

### 3. Availability

This Feature is available globally.

### 4. How We Use Personal Information

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

Personal Information	Use	Legal Basis
Tencent Push Notification Service Administrative Information/Settings: application name, Android package name/iOS BundleID, vendor channel and AppId /appkey/AppSecret/ SecretKey	To ensure that the push notification service.	We process this information as it's necessary for us to perform our contract with you to provide the services under this Feature.
Technical information: service usage data and service and token log information relating to the push messages you deliver through the Feature.	To solve and locate problems and help us better understand how the Feature is running, and to optimize and improve the quality of the Feature.	It is in our legitimate interests to use this information to improve the operation of the Feature.

## 5. How We Store and Share Personal Information

As specified in the Privacy Policy.

## 6. How We Share Personal Information

As specified in the Privacy Policy.

## 7. Data Retention

We will retain personal information in accordance with the following:

<b>Personal Information</b>	<b>Retention Policy</b>
Administrative Information	This data is held until: (i) you choose to delete such information from the Tencent Push Notification Service management portal, upon which the information will be deleted; or (ii) we no longer provide the Feature to you, and will be deleted within thirty (30) days of the date of the expiration or termination of our services.
Technical Information	90 days from the date of its creation

# Data Processing and Security Agreement

Last updated : 2022-11-21 17:21:37

## 1. BACKGROUND

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

## 2. PROCESSING

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

Personal Information	Use
Push notifications	We process the push notification in order to deliver it in accordance with your preferences. We are not responsible for the content contained in the push notifications, which are solely set by you.
Token ID (created by the Feature for each device)	This is created to ensure the push notifications can be delivered to the devices selected by you.
Account / Log in	If you choose to bundle a Token ID with specific account / login details (for example, a WeChat ID and/or mobile phone number) then we will process the associated account / login details in accordance with your instructions.
Technical Information (for devices receiving push notifications: OS version, app version, location, app usage, system language, version of Tencent Push Notification Service, mobile device model, brand, OAID (Android), SD-card information, timezone, type of network, notification state, boot-time, network operator, mobile resolution, IDFV (iOS), country code, IP address)	If you choose to send push notifications to a specific user group, then we will use this information to deliver the push notifications to such group in accordance with your instructions.

### 3. SERVICE REGION

As specified in the DPSA.

### 4. SUB-PROCESSORS

As specified in the DPSA.

### 5. DATA RETENTION

We will store personal data processed in connection with the Feature as follows:

Personal Information	Retention Policy
Push notifications	We retain such data until you request deletion, upon which such data will be deleted upon receipt of your request. Otherwise, when you terminate or discontinue your use of the Feature for 90 days, we will delete such data thereafter.
Token ID	
Account / Log in	
Technical Information	

You can request deletion of such personal data in accordance with the DPSA.

### 6. SPECIAL CONDITIONS

You represent, warrant and undertake that you shall (i) obtain and maintain all necessary consents from end users in respect of the processing of their personal data in respect of the Feature, in accordance with applicable laws and so as to enable us to comply with applicable laws, and (ii) comply with any applicable third party terms, agreements, guidelines or policies.

# Developer Agreement

Last updated : 2020-07-13 14:49:38

## Tencent Push Notification Service (TPNS) Developer Agreement

### FOREWORD

Welcome to Tencent Push Notification Service (TPNS)!

To use Tencent Push Notification Service (TPNS) (the “**Service**”), you should read and abide by the Tencent Push Notification Service (TPNS) Developer Agreement (hereinafter referred to as this “**Agreement**”), the [Tencent Cloud Terms of Service](#) and related agreements and rules.

Please read carefully and understand fully the terms herein, especially those regarding the exemption from or limitation of liability, as well as separate agreements and rules for activating or using a service. You are not authorized to use the Service unless you have read and accepted all the terms of this Agreement and related agreements and rules. If you use the Service, you will be deemed to have read and agreed to be bound by the above agreements and rules.

Tencent has the right to unilaterally restrict, suspend or terminate provisions of all or any part of the Service to you at any time if you have breached this Agreement, and reserves the right to hold you responsible for such breach.

## 1. DEFINITIONS

1.1. For the purposes of this Agreement, unless otherwise stated, the following terms shall have the following meanings:

- a) Application refers to an application or platform service developed and operated by the Developer, or operated by the Developer as authorized by the right holder, which pushes messages to users through Tencent Push Notification Service. Services provided by such application or platform service to users include, but are not limited to, game services, tool services, e-commerce services, and video or music services, whether existing or hereafter provided;
- b) “Data Privacy and Security Agreement” means the agreement located at [Data Privacy and Security Agreement](#);



- c) “Developer” (hereinafter may also referred to as “You”) means an individual, legal person or other organization which, upon valid registration and application, enjoys corresponding rights to connect Applications to the Tencent Push Notification Service platform in order to push messages to users.;
- d) “Developer Account” refers to the account you create to use the Service by using your Tencent Cloud account via the Tencent Push Notification Service website or other channels designated by Tencent;
- e) “Tencent Push Notification Service (TPNS) Platform” (hereinafter referred to as “TPNS”, “Pigeon”, “Platform”) is a professional mobile application push notification platform that provides back-end push notification / message technology services to Developers. Through the back-end technology services and by embedding TPNS SDK, Developers can push customized notification message to specific users and monitor the effect of push notification in real-time via API calls or web-sided visual operation.

## 2. IMPORTANT REMINDER

Both Tencent and Developer agree and understand that:

- 2.1. Tencent Push Notification Service is a neutral platform technology service provider, which only provides Developer with neutral push services, such as push notification / message service and provision of push feedback, or related neutral technical support.
- 2.2. Developer’s Application is developed and operated independently by Developer and Developer shall assume sole and full responsibility of the Application. Tencent will not and cannot participate in any of Developer’s development or operation of the Application, and will not modify, edit or organize Developer’s Application.
- 2.3. Developer (and not Tencent) shall be solely responsible for any disputes and liabilities arising from Developer’s Application and the use of the Platform or Service and any consequence arising from Developer’s violation of relevant laws and regulations or of this Agreement and shall indemnify all losses incurred therefrom. If rights and interests of Tencent or others are infringed, the Developer must assume sole and full responsibility and indemnify all losses incurred therefrom.
- 2.4. The content of the notifications / messages sent by Developer to the users are edited solely by Developer and Developer shall bear sole legal responsibility for such content. You acknowledge and agree that Tencent is not the source of, does not verify or endorse, and is not responsible in any manner for the notifications / messages, that you are solely responsible for any and all risk and liabilities associated with the notifications / messages and the transmission thereof, and that you have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of the notifications / messages. Tencent shall in no case be responsible for any liability arising from the content of the notifications / messages.

## 3. DEVELOPER’S RIGHTS AND OBLIGATIONS

### 3.1. Account Registration.

a) To use the Service, you need to create a Developer Account. This is done by using your Tencent Cloud account via the Tencent Push Notification Service website or other channels designated by Tencent. Once the Developer Account is successfully registered, the corresponding Tencent Cloud account cannot be changed, and the Developer Account is non-transferable, non-giftable and non-inheritable.

b) When you register a Developer Account, you should use the Tencent Cloud account that you have the legal right to use, which you set up by satisfying certain requirements and in accordance with the [Tencent Cloud Privacy Policy](#), [Tencent Cloud Terms of Service](#) and any related agreements and rules. You must not use your Developer Account for any other purposes in violation of this Agreement. Otherwise, Tencent has the right to unilaterally restrict, suspend or terminate provision of the Service to you at any time, and you may not use the Service again without Tencent's consent.

### 3.2. Account Management.

a) The Tencent Cloud account used by you to register a Developer Account will be your credentials for logging in and using this Service. You should adopt proper and sufficient measures to protect the confidentiality and security of the Tencent Cloud account and password, and passcode and command used for accessing and managing products and services of this Service. All losses and consequences arising from the loss or leakage of the aforementioned passcode, password, etc. due to your improper/insufficient confidentiality and security measures or your other acts, shall be borne by you.

b) You warrant that the Tencent Cloud account you use to register for a Developer Account and the Tencent Cloud account used by the collaborators you add to your Developer Account are both legal and compliant with the relevant provisions under the "Tencent Cloud Service Agreement" and these Terms. All acts done using any of the aforementioned Tencent Cloud accounts (including but not limited to registering for a Developer Account, submitting corresponding qualification materials, confirming and agreeing to relevant agreements and rules, etc.) are your acts or acts of someone authorized by you, and are binding on you. You shall bear the legal responsibility for all actions performed under the name of all of the aforementioned Tencent Cloud accounts.

c) You, as the creator of your Developer Account and User ID, are solely responsible for your Developer Account and User ID. You are not permitted to create offensive or obscene User IDs, as determined by Tencent in its sole discretion. If a Developer Account violates any part of this Agreement, Tencent may immediately, temporarily, or permanently ban such Developer Account or change the User ID associated with such Developer Account, with or without notice. You are responsible for maintaining the confidentiality and security of your Developer Account and password at all times, and you agree to immediately notify Tencent, but no later than three (3) days upon you becoming aware or after you should have reasonably become aware, if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. To the maximum extent permitted by applicable law, you will be deemed as the person who uses the Developer Account, and any acts made by the Developer Account will be deemed as your acts. You are solely responsible for all activities and transactions that

occur under your Developer Account no matter who actually uses the Developer Account, and Tencent is not responsible for any misuse or use of your Developer Account, including without limitation in the event that your password is stolen or revealed to a third party and/or used for transactions. You agree to immediately notify Tencent of any misuse of your Developer Account or any other breach of security in relation to the Service known to you. You agree to accept all risks of misuse of and unauthorized access to your Developer Account and to hold Tencent and Tencent's affiliates harmless from and against any misuse of your Developer Account or your User ID, including, but not limited to, improper or unauthorized use by someone to whom you revealed your password.

### 3.3. Retrieve your Developer Account.

If you request to retrieve your Developer Account when your access to the Developer Account or Service is denied due to the loss of account information or forgotten password, you are required to provide certain information and verification documentation according to the account retrieval process published by Tencent officially, and to ensure that all such information and documentation is legitimate, truthful and valid. Your Developer Account may not be retrieved if untrue or non-compliant documentation provided by you fails Tencent's security verification, and you are solely liable for any and all risks and losses arising therefrom.

## 4. DEVELOPER'S OBLIGATIONS

### 4.1. Qualification Materials.

You warrant that (i) you have the relevant legal qualifications for using the Service, connecting and operating the Application and providing related services, or have been approved by applicable government authority to do the same. You should ensure that the qualification materials, relevant qualifications or certifications, and any other documents and information you have provided in compliance with laws are true, accurate, and complete, and are updated promptly when there is any change; (ii) you have the ability to perform the obligations and actions under this Agreement; (iii) your performance of the relevant obligations and engagement in relevant activities will not breach any legal document binding on you. Otherwise, you shall not use the Services provided by Tencent, and bear all responsibilities and losses caused to users and Tencent as a result.

### 4.2. Service Fees.

Tencent Push Notification Service is a paid service. For details of charges, billing methods, payment and settlement, etc., please refer to [the Tencent Push Notification Service \(TPNS\) page \(Purchase Guide\)](#) on the Tencent Cloud official website. Tencent may modify and change the payment method from time to time. Tencent will make a notification or announcement on the corresponding service page before such modifications or changes. If you do not agree to the above modifications or changes, you shall stop using the corresponding service. Otherwise, your usage of the Services will be deemed as your consent to and acceptance of the above modifications or changes.

### 4.3. Application Requirements.

a) You should be solely responsible for the creation, development, editing, processing, modification, testing, operation and maintenance of your Application and bear the corresponding costs. Tencent does not participate in the management of your Application and services. You are responsible for handling complaints in connection with your Application and services and are liable for any disputes or damages arising therein.

b) Your Application shall comply with any applicable laws, regulations, and technical specifications or standards. You shall retain all copyrights and other intellectual property rights of the Application, and may grant the relevant rights in relation to the Application to any third party globally.

c) During the operation of your Application on Tencent Push Notification Service Platform, you shall provide users with timely and effective customer service. The form of customer service includes but is not limited to informing users of the customer service channels and providing QQ / telephone, etc. in a clear and reasonable manner, and you shall bear the cost of customer service.

d) You shall provide relevant rights holders with a complaint channel in the Application to ensure that rights holders can claim their rights against you when they believe you have violated their legal rights and interests.

e) You shall provide users with a user service agreement for the Application and its related services before users use the Application for the first time. The user service agreement must have similar obligations as those listed at clause 3.2(a) above and clause 4.4. below, and clearly state:

1. that when users use the push message function of the Application or its related service, the Application / related service will use a third-party provider to provide such feature, which is Tencent Push Notification Service Platform, or state that the feature will be supported by the push message technology service support provided by a Tencent company;
2. that you grant users a license to use the push message function that you are able to offer due to the Platform;
3. that you are responsible for the push message service used by the users through the Application, the safety, accuracy, effectiveness and other risks of the push message service and its contents; and
4. you are responsible to the users for any disputes or damages arising therefrom.

#### 4.4. Use Rules.

a) You must not engage in or facilitate (including but not limited to facilitating the actions of users of your Application, etc.) any illegal activities, including but not limited to, the following:

1. act against the basic principles established by any applicable laws and regulations;
2. acts that endanger national security, divulge state secrets, subvert state power, and undermine national unity;
3. acts that damage national honor and interests;
4. acts that incite ethnic hatred or ethnic discrimination;
5. acts that undermine any country's religious norms or policies;
6. spreading rumors, disrupting social order and destabilizing society;
7. dissemination of obscenity, pornography, gambling, violence, homicide, terror or instigating crimes;

8. insulting or slandering others or otherwise infringing on the legal rights and interests of others;
9. acts that infringe on other people's intellectual property rights, trade secrets and other legitimate rights;
  - x. acts of malicious fiction, concealing the truth to mislead or deceive others;
  - xi. publishing, transmitting, and disseminating advertising / promotional messages and spam against applicable laws and regulations; or
  - xii. other acts prohibited by laws or regulations.

b) You warrant that:

1. your Application, related services provided to users, and related message and content distributed do not violate provisions under the applicable laws, regulations and policies, etc. of relevant jurisdictions, this Agreement or any related agreements and rules, and will not infringe on the legal rights and interests of others;
2. you, your Application, related services and use of the Services comply with any and all applicable privacy laws and regulations in the countries and regions where you choose to distribute your Application;
3. you are solely responsible for the content (including but not limited to messages, information, comments, names, etc.) generated by the users' usage of the service provided by the Application, and should ensure that it does not violate relevant laws, regulations, policies, public order and good morals. Otherwise, you should promptly remove such content, disconnect any links or take other effective measures;
4. the design of the Application should prioritize user experience, respect users' right to information and option. The services provided by the Application should adhere to the principle of integrity, should not mislead, deceive, or confuse users, should respect user privacy, should not harass users, and should not create spam.

If you violate any of the above, Tencent has the right to suspend or terminate the provision of Service.

c) You must not engage in or facilitate (including but not limited to facilitating the actions of your users, etc.) the following actions:

5. reproduce, modify, adapt, alter, enhance, distribute, publicly display, retransmit, resell or sublicense the Services;
6. use the Services on behalf of an anonymous or other third parties;
7. use any data mining, robots or similar data gathering or extraction methods;
8. infringe Tencent's Intellectual Property Rights (as defined at clause 9.1 below) or those of any third party in relation to your use of the Services;
9. use the Services in a way that could damage, disable, overburden, impair or compromise Tencent's systems or security or interfere with other users of the Services;
10. use the Services in a way that could disrupt or attempt to disrupt the normal operations of the Platform;
11. bypass, attempt to bypass, or claim to be able to bypass any content protection mechanism, or data analysis tools provided by Tencent or cause users to think that they interact directly with Tencent Push Notification Service or Tencent-related products;
12. without written permission from Tencent, use Tencent's URL address or technical interface, etc. in any manner;
13. without the user's consent, display or otherwise provide any information of that user to any other user and third

- party;
14. request, collect, demand or otherwise obtain users' login account, password, or any other authentication credentials of Tencent services such as QQ, Tencent friends or Qzone, including but not limited to users' Tencent Cloud account, email address, Tencent Weibo account number, etc.;
  15. without the user's explicit consent, contact such user directly, or send any commercial advertisements / promotions and harassing messages to such user;
  16. provide proxy authentication credentials for automatic user login to Tencent Push Notification Service Platform;
  17. provide tracking functions, including but not limited to identifying other users' viewing and clicking behaviors on personal homepage;
  18. automatically direct the browser window to other web pages;
  19. obtain unauthorized access rights to Tencent products or services;
  20. transmit computer viruses, Trojan horses, worms or other malicious or harmful programs that may endanger Tencent or user rights and interests or terminal information security, or is found to contain loopholes that may result in the implantation of Trojan horses or phishing web pages;
  21. open high-risk ports / services without approval, or add a web shell to external network programs; use the Services to interfere with, interrupt, sabotage, damage, or access computers, hardware, devices, servers, networks, databases, or any third party's product features and/services without permission;
  22. publicly announce or imply that there is a cooperative relationship between you and Tencent, including but not limited to mutual shareholdings, business dealings or cooperative relationships, etc., or claiming endorsement from Tencent;
  23. make use of loopholes in Tencent Push Notification Service Platform to carry out malicious acts, including but not limited to publishing information incompliant with laws or rules, maliciously hijacking user information, bundling software installation, deceiving users, etc.;
  24. expose the public network IP, or a security intrusion fault or the like occurs;
  25. modify, reverse engineer, decompile, disassemble, copy, or distribute any Tencent product, service or any elements or software embedded therein;
  26. materially violate or facilitate the material violation of any local or foreign law, rule, regulation, or order, including laws regarding the transmission of data or software; or
  27. use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously.

d) Third-party software or technology may be used by the Service. If used, Tencent warrants that it has obtained legitimate authorization. At the same time, Tencent will display the relevant agreements or documents in accordance with applicable laws and regulations. The aforementioned relevant agreements or documents displayed in various forms are an integral part of this Agreement and have the same legal effect as this Agreement. You should comply with these requirements. Otherwise, you shall bear sole and full responsibilities arising therefrom. Any dispute arising from third-party software or technology used by the Service shall be resolved by that third party.

e) Before terminating the Application or its related service for whatever reason, you should properly resolve the relevant matters between you and the users in accordance with laws, the relevant agreement(s) and Tencent's requirements. Otherwise, you shall be solely and fully responsible for resolving any dispute between you and any such user and any liability arising therefrom.

#### 4.5. Online Game Applications

a) If your Application is an online game application, it should meet the following requirements:

b) In conformity with the requirements under applicable laws and regulations on online game applications, you should have in place user guidelines and warnings prepared based on the content, function and target group of the online game application, and bring such user guidelines and warnings to users' attention clearly on websites and in online games.

c) If your Application is an online game application, such Application:

1. should not set up compulsory battle without user's consent;
2. should not, by lottery or other random selection methods, induce users to use legal tender or the online game's virtual currency to obtain Application products and services;
3. for online game applications targeted at minors, shall not contain content that induces minors to imitate acts that are against social morality and are illegal and criminal, as well as horror and cruel content that jeopardizes the physical and mental health of minors;
4. if a user of the game application seeks refund for the virtual currency that has been purchased but not used or for service that has not expired, both parties agree to refund the user in proportion.

#### 4.6. Rules about User Data.

a) Tencent provides the TPNS to you solely for your use with the Application, and does not provide the TPNS directly to any end-user of the Application. You acknowledge and agree that any push notifications are sent by you, not Tencent, to the end-user of the Application, and you are solely liable and responsible for any data or content transmitted therein and for any such use of the TPNS.

b) You understand that before you send an end-user of the Application any push notifications through the TPNS, the end-user must consent to receive such notifications. You agree not to disable, override or otherwise interfere with any Tencent-implemented consent panels or any Tencent system preferences for enabling or disabling notification functionality. If the end user's consent to receive push notifications is denied or later withdrawn, you may not send the end-user push notifications.

c) You shall not use the TPNS for the purpose of sending unsolicited messages to the end-users of the Application or for the purpose of phishing or spamming, including, but not limited to, engaging in any types of activities that violate anti-spamming laws and regulations, or that are otherwise improper, inappropriate or illegal. The TPNS should be used for sending relevant messages to any end-user that provide a benefit (e.g., a response to an end-user request for information, provision of pertinent information relevant to the Application).

d) You shall not use the TPNS to send material that contains any obscene, pornographic, offensive or defamatory content or materials of any kind (text, graphics, images, photographs, sounds, etc.), or other content or materials that in Tencent's reasonable judgment may be found objectionable by the end-user of the Application. You shall not transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs that may harm, disrupt or limit the normal operation of the TPNS, and you agree not to disable, spoof, hack or otherwise interfere with any security, digital signing, verification or authentication mechanisms that are incorporated in or used by the TPNS, or enable others to do so.

e) The collection, storage, and use of user data by your Application or service shall comply with any and all applicable data protection laws and regulations in countries or regions where your Application or service is distributed, including but without limitation to the following requirements:

1. if your Application or service needs to collect any data from a user, you must obtain such user's explicit prior consent (bearing in mind age restrictions), and should only collect user data necessary for the purposes of operating the Application and performing functions thereof, and to protect the user's right to know, such user should be informed of the purposes of collecting the relevant data, the scope of data collection and how such data would be used, etc.;
2. after you collect user data, you must take necessary security measures to prevent user data from being stolen or leaked;
3. the user data you collect for a specific Application may only be used for that specific Application or the provision of services or functions of that Application, and may not be used outside of that specific Application or for any other purpose. Such user data should not be made available to others in any manner;
4. you should provide users with a privacy policy. The privacy policy should be visible and easily accessible in an obvious place to the user on the application interface;
5. you should provide users with a way to modify or delete user data, ensure that users can delete their user data on their own when requested, and ensure that the relevant data is completely deleted; and
6. Developer shall obtain explicit authorization from users to share user data in the Application or service (including but not limited to user application account, user application tag, etc.) with Tencent for the purpose of providing push message service in order to perform the Services under this Agreement.

f) Without user's authorization or consent, you must not collect user's personal data or other data that Tencent considers to be sensitive information, including but not limited to Tencent Cloud account details, QQ password, user relationship chain data, friends' list data, bank account number and password, etc..

g) You cannot use the data from Tencent Push Notification Service Platform to advertise to users.

h) You cannot use the data from Tencent Push Notification Service Platform to send marketing and/or promotional content to users unless the sending of such content has been consented by that user and permitted by applicable laws.



- i) If Tencent believes that the way you collect or use user data harms user experience, Tencent has the right to require the deletion of relevant data and for you not to collect or use user data in such way.
- j) Tencent has the right to restrict or prevent you from obtaining user data and data from Tencent Push Notification Service Platform.
- k) Other than the legal rights retained by users per applicable laws, all rights to operation data from Tencent Push Notification Service, user data etc. belong to Tencent, and are trade secrets of Tencent. Without Tencent's prior written consent, you must not use the foregoing data for purposes other than those permitted under this Agreement, or provide such data to others in any manner.
- l) Once Developer stops using Tencent Push Notification Service, or upon Tencent's termination of your use of the Service for any reason, you must immediately delete all data (including all backups) obtained from the Tencent Push Notification Service Platform, and shall not continue to use such data in any manner.
- m) You shall adopt reasonable and secured technical measures outside the Service to ensure the security of data saved on the Tencent server due to your use of the Service and take full responsibility for consequences caused by your action (including but not limited to the installation of software by yourself, adoption of encryption measures or other security measures, etc.).
- n) You shall be responsible for resolving any and all privacy security protection issues arising out of your Application and services between you and your users.
- o) In the event that you violate any of the aforementioned clauses, Tencent has the right to, at its sole discretion and at any time, delete the involved information or content and terminate this Agreement with immediate effect.

#### 4.7. Your Warranties and Legal Liabilities

- a) You warrant that you will pay applicable Service fees in accordance with this Agreement and/or related agreements and rules. Otherwise, you understand and agree that you shall pay Tencent a penalty fee equal to one thousandth of the outstanding amount for each day of delay, or the highest rate permitted by applicable law, if less, accruing from the date the payment was first due until the date the payment is made in full. At the same time, Tencent has the right to unilaterally take one or more of the following measures at any time to protect its legal rights and interests:
1. deducting such amount directly from any other fee payable by Tencent to you or your affiliates;
  2. suspending settlement or payment of any fee to you or your affiliates;
  3. suspending or terminating the use of the Service by all Applications under your or your affiliated company's name;
  4. suspending or terminating back-end management authority of you or your affiliates;
  5. deletion of any data stored by you or your affiliates while using the Service;
  6. prohibiting you from connecting any of your new applications to the Tencent Push Notification Service Platform in the future; or
  7. other measures Tencent may reasonably take to protect its own rights and interests.

b) You warrant that your use of the Service and any of your actions will not infringe on the legitimate rights and interests of others. You are responsible for any disputes and liabilities arising from your breach of this Agreement, and you shall within 5 business days indemnify Tencent for all losses suffered by Tencent arising from your breach (including but not limited to fine imposed by competent authorities, compensation to right holders for losses incurred, attorney fees, litigation costs, etc.).

c) You understand and agree that if Tencent finds out, by itself or based on information from relevant departments or complaints made by a right holder etc., for the first or second time that you may have infringed on the legitimate rights and interests of others, Tencent has the right to determine on its own, based on the reasonable person standard, whether you have infringed on the legal rights and interests of others. If Tencent determines that you have infringed on the legal rights and interests of others, Tencent has the right to unilaterally take one or more of the following measures at any time:

1. terminate the Application's operation on the Tencent Push Notification Service Platform;
2. hold you legally liable;
3. publicly announce your behavior, and provide your valid information to competent authority or right holders; or
4. other measures deemed appropriate by Tencent.

For Applications that infringe on the legal rights and interests of others, if you modify the Application such that you do not infringe on the legal rights and interests of others anymore, you agree that Tencent still has the right to bring the modified Application offline. At the same time, if necessary, you can connect the modified Application that no longer infringes on the legitimate rights and interests of others to Tencent Push Notification Service Platform as a new application in accordance with the procedures and standards of the Tencent Push Notification Service Platform.

4.8. You understand and agree that if Tencent finds out, by itself or based on information from the relevant departments or complaints made by a right holder etc., for the third time or more that you may have infringed on the legitimate rights and interests of others, Tencent has the right to determine on its own, based on the reasonable person standard, whether you have infringed on the legal rights and interests of others. If Tencent determines that you have infringed on the legal rights and interests of others, Tencent has the right to unilaterally take one or more of the following measures at any time:

- a) require you to immediately replace or modify the relevant content that infringes on the legal rights and interests of others;
- b) terminate the application's operation on the Tencent Push Notification Service Platform;
- c) forbid you to connect any of your new Applications to the Tencent Push Notification Service Platform in the future;
- d) hold you legally liable or terminate this Agreement unilaterally at the same time;
- e) publicly announce your behavior, and provide your valid information to competent authority or right holders;
- f) other measures deemed appropriate by Tencent.

4.9. After Tencent informs you of or after you learn that you have infringed on the legal rights and interests of others, you should send Tencent a counter-notification upon its request. However, whether Tencent informs you, or whether you send a counter-notification, or whether the counter-notification complies with the applicable regulations and Tencent requirements, does not affect Tencent's independent judgment and relevant measures to be taken.

4.10. You warrant that your use of the Service and any of your actions will not violate any applicable regulations, this Agreement and related agreements, rules, etc. Otherwise, you understand and agree that if Tencent finds out, by itself or based on information from relevant departments, complaints from a right holder, etc., that you may have breached the foregoing, Tencent has the right to determine on its own, based on the reasonable person standard, whether you have breached the foregoing. If Tencent determines that you have breached the foregoing, Tencent has the right to unilaterally take one or more of the following measures at any time:

- a) terminate the Application's operation on the Tencent Push Notification Service Platform;
- b) forbid you to connect any of your new Applications to the Tencent Push Notification Service Platform in the future;
- c) hold you legally liable or terminate this Agreement unilaterally at the same time;
- d) publicly announce your behavior, and provide your valid information to competent authority or right holders;
- e) other measures deemed appropriate by Tencent.

4.11. If Tencent takes any action or measure against you or your Application(s) pursuant to any clauses above, other relevant provisions of this Agreement, or your violation of the relevant laws, you will be solely responsible for any disputes or liabilities arisen and shall be solely liable for any loss suffered by you, Tencent or others. In addition, if you breach any relevant regulations, this Agreement or related agreements, rules, etc., Tencent has the right to suspend settlement or payment of any fees to you or your affiliated companies. If Tencent suffers any loss due to your actions, Tencent has the right to directly deduct any losses suffered from the amount payable to you or your affiliated companies and then pay the remaining balance to you or your affiliated company. In the event the amount payable to you or your affiliated companies is insufficient to compensate Tencent for its loss, you shall separately compensate Tencent for the outstanding amount.

4.12. If Tencent takes any action or measure against you or your Application(s) pursuant to any clauses above, other relevant provisions of this Agreement, or your violation of applicable laws such that you are charged for services you have not used, Tencent has the right not to refund such fee and retain the same as liquidated damages for breach of contract.

## 5. TENCENT'S RIGHTS AND OBLIGATIONS

5.1. Tencent will provide you with the corresponding Services based on your choice of service and fee payment status.

5.2. Tencent shall process the data in accordance with [Tencent Cloud Privacy Policy](#) and [Data Privacy and Security Agreement](#). Without your consent, Tencent will not disclose or provide your information to any company, organization or individual outside Tencent, except in the following circumstances:

- a) Information provided in accordance with the provisions of this Agreement or other relevant agreements and rules;
- b) Information provided in accordance with laws and regulations;
- c) Information requested by the administrative, judicial and other government authorities;
- d) Information provided to third party with your consent;
- e) Information required to resolve reported cases and to bring legal action;
- f) Information necessary to be provided for the purpose of taking necessary and reasonable measures to prevent serious illegal acts or suspected crimes.

5.3. You acknowledge and agree that Internet transmissions are never completely private or secure and that, despite our commercially reasonable efforts, any message or information you send using the Service may be read or intercepted by others. You agree that Tencent shall not be held liable for losses incurred therefrom.

5.4. Tencent has the right to develop and operate Applications similar to or competing with your Applications. In addition, Tencent cannot guarantee that there will not be Application provided by other developers on the Tencent Push Notification Service Platform that compete with your Application.

5.5. Tencent has the right to inform users on relevant pages (including but not limited to the Application introduction page or installation page), that the Application is developed by you and that you will provide customer services to users.

5.6. Tencent may assign some or all of its rights and obligations under this Agreement to others. If you do not agree with such assignment by Tencent, you have the right to stop using the Services under this Agreement. Otherwise, you are deemed to have accepted it.

5.7. Unless otherwise agreed, Tencent is not required to pay you in order to enjoy its rights and interests under this Agreement.

5.8. You understand and agree that Tencent has the right to take the following actions without obtaining your further consent to promote your Application to more Internet users:

- a) to promote the Application in various forms on platforms and websites other than Tencent Push Notification Service Platform, including but not limited to using the Application's name, scenes, trademarks, or any part of the Application;
- b) to provide your Application to Internet users in whole or in part around the world depending on the overall operational arrangements;
- c) To use you Application's logo, mark, name, image and other related materials for the purpose of this Agreement.

## 6. DISCLAIMERS, DAMAGES, LIMITATION OF LIABILITIES

### 6.1. Disclaimer of warranties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a) THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENCENT AND TENCENT’S SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, PERFORMANCE OR SUITABILITY FOR YOUR INTENDED USE (INCLUDING NETWORK COVERAGE, AVAILABILITY OR SERVICE QUALITY), TITLE AND NON-INFRINGEMENT AS TO THE SERVICES, INCLUDING ALL INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN. WITHOUT LIMITING THE FOREGOING, TENCENT DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, AVAILABLE, CURRENT OR ERROR-FREE.
- b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENCENT AND TENCENT’S SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (III) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.
- c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHILE TENCENT ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE SERVICES SAFE, TENCENT CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR ITS SERVER(S) ARE FREE FROM DEFECTS, ERRORS, BUGS, VIRUSES OR OTHER HARMFUL COMPONENTS, TRANSMIT DATA IN A SECURE MANNER, OR FUNCTION PROPERLY. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d) REFERENCE TO ANY SERVICES, PROCESSES OR OTHER INFORMATION, BY TRADE NAME, TRADEMARK, MANUFACTURER, SUPPLIER OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, SPONSORSHIP OR RECOMMENDATION THEREOF, OR ANY AFFILIATION THEREWITH, BY TENCENT.

### 6.2. Tencent’s responsibility for loss or damage suffered by you.

- a) If Tencent fails to comply with this Agreement, Tencent is responsible for loss or damage you suffer that is a foreseeable result of Tencent’s breach of this Agreement or Tencent’s failing to use reasonable care and skill, but Tencent is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is

obvious that it will happen or if, at the time you accepted this Agreement, both Tencent and you knew it might happen. This clause is subject to limitations provided at clause 6.6 below.

b) Tencent does not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Tencent's negligence or the negligence of Tencent's employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

c) Tencent will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by your failing to correctly follow installation instructions or to have in place the minimum system requirements advised by Tencent.

d) If you use the Services for any commercial, business or resale purpose, Tencent will have no liability to you for any loss of profit, loss of business or goodwill, business interruption, or loss of business opportunity.

e) Tencent cannot guarantee that the Services it provides are without defect and cannot foresee or prevent legal, technical and other risks at all time, including but not limited to service interruption, data loss and other losses and risks caused by Force Majeure events, viruses, Trojans, hacking, system instability, defects in third-party services, government actions, epidemics, pandemics and other reasons. Therefore, you also agree that despite the defects in Services provided by Tencent, the aforementioned defects are unavoidable under existing technologies and will not be treated as a breach of this Agreement by Tencent. In addition, to the maximum extent permitted by applicable laws, you agree to release Tencent from liabilities arising from any loss of data or information suffered by you or otherwise. If Tencent has to cancel or delay in providing the Services to you by an event outside Tencent's control, then Tencent will use commercially reasonable efforts to take steps to minimize the effect of the delay or cancellation, but you expressly acknowledge and agree that Tencent shall have no obligation to you for such delay or cancellation.

6.3. You understand and agree that, in view of the uniqueness of network services, Tencent has the right to modify, suspend or terminate the Services, in full or in part, at any time based on the overall operation of the Tencent Push Notification Service Platform or related operational specifications, rules, etc. without notifying you. To the maximum extent permitted by applicable laws, you agree to release Tencent from any liabilities relating to any loss suffered by you as a result.

6.4. You understand and agree that in order to provide you with better services, Tencent has the right to regularly or irregularly carry out inspections, maintenance, and upgrades on the Platform or related equipment that provides the Service. Tencent Push Notification Service Platform will notify you of this in advance. If you have been given prior notice by the Platform, to the maximum extent permitted by applicable laws, you agree to release Tencent from liabilities relating to any loss suffered by you as a result of the upgrades and maintenance.

6.5. You understand and agree that if the Service is interrupted or obstructed by the following, to the maximum extent permitted by applicable laws, you agree to release Tencent from liabilities relating to any loss suffered by you as a result:

a) damage caused by computer viruses, Trojan horses or other malicious programs or hackers;

- b) failure of your or Tencent's computer software, systems, hardware and communication lines;
- c) your improper operation;
- d) your use of the Services by means not authorized by Tencent;
- e) Force Majeure, including but not limited to acts of government, promulgation or change of policies, promulgation or change of laws and regulations, epidemics, pandemics, acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), failures attributable to telecommunication operator, etc.; or
- f) other circumstances that Tencent cannot control or reasonably foresee.

#### 6.6. Limitation of liability.

a) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, IN NO EVENT SHALL TENCENT, AND TENCENT'S DIRECTORS, MEMBERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES OR AGENTS BE LIABLE FOR:

1. ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; OR
2. ANY OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION:
  - i. LOSS OF USE;
  - ii. LOSS OF PROFITS; OR
  - iii. LOSS OF DATA,

WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM TENCENT, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO TENCENT'S RECORDS, PROGRAMS OR SERVICES.

b) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TENCENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), APPLICATION LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE TOTAL FEES THAT YOU HAVE PAID TO TENCENT UNDER THIS AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THAT EVENT GIVING RISE TO THE LIABILITY FIRST OCCURRED.

c) To the extent that applicable laws do not allow or may limit the foregoing limitations of liability, these limitations may not apply to you or may be limited by applicable law. In such case you explicitly agree that Tencent's (or any such

other released parties) liability to you shall apply to the maximum extent permitted by applicable laws.

6.7. Your responsibility for damages suffered by Tencent or others.

You agree to defend, indemnify and hold harmless Tencent, Tencent's independent contractors, service providers and consultants, and their respective directors, employees, agents, partners, affiliates, and subsidiaries, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to your conduct, your violations of this Agreement, any misuse of the Services, or your violation of the rights of any third party.

## 7. SUSPENSION OR TERMINATION OF SERVICES

7.1. If you notify Tencent in writing that you do not accept this Agreement or its amendments, Tencent has the right to suspend or terminate the provision of all or any part of the Service to you at any time.

7.2. If you cannot continue to use the Service or Tencent cannot provide the Service due to a force majeure event, either party has the right to terminate this Agreement at any time.

7.3. If other suspension or termination conditions stipulated in this Agreement occur or are fulfilled, Tencent has the right to suspend or terminate the provision of all or any part of the Service to you at any time.

7.4. If either party and its creditors or any other party with legal right apply for liquidation, bankruptcy, reorganization, reconciliation or dissolution, or if either party does not have sufficient fund to maintain the normal operation of the company, or if either party is unable to repay any due debts, or if a creditor of either party takes over the operation of such party, the other party may terminate this Agreement.

7.5. Tencent may terminate your right to use the Services if any applicable Tencent Cloud Service Agreement between you and Tencent terminates.

7.6. Tencent may end the Services or access to the Services permanently for all users. You understand and agree that Tencent will not assume any obligations to you with respect to the Services for such permanent termination.

7.7. If Tencent terminates the provision of the Service to you under this Agreement due to a breach of this Agreement by you, and you subsequently directly or indirectly or in the name of another person register for this Service, Tencent has the right to unilaterally suspend or terminate the provision of the Service to you.

7.8. If this Agreement or the Service is terminated for any reason, Tencent may retain or delete all information in your account and data stored on Tencent's server due to your use of the Service, including any data that you have not completed before the Service is terminated.

7.9. It is your responsibility to back up the information and data and handle the relevant matters between you and your users if this Agreement or the Service is terminated for any reason. You shall be responsible to indemnify Tencent for any loss suffered by Tencent as a result.



## 8. NOTIFICATION

8.1. Tencent may deliver to you rules, notices and reminders about the Service through one or more of the following channels: web page announcements, web page reminders, e-mail, text messages, regular mail delivery and internal messages sent by the management system of the Service to your registered account. These rules, notices and reminders are deemed to be delivered once they are announced or sent by Tencent through any of the aforementioned channels and are binding on you. If you do not accept this, please inform Tencent in writing. Otherwise, you are deemed to have accepted and agreed to the above.

8.2. If you fail to receive the relevant rules, notices or reminders because you have provided a wrong email address, mobile phone number or correspondence address, you agree that you shall still be deemed to have received the relevant information and be bound by it. You shall bear all consequences and liabilities accordingly.

8.3. To the maximum extent permitted by applicable law, you agree that Tencent may, either on Tencent's own or through a third party, send or display to you advertisements or other information (commercial or otherwise) by such means as SMS, e-mail or other electronic messaging, details of which (including without limitation the specific means to be adopted in sending or displaying such advertisements or information, and the frequency and contents of such advertising) will be determined by Tencent.

8.4. If you need to notify Tencent of any matter, you should contact Tencent in writing through the official contact details publicly provided by the Service.

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT, BETWEEN YOU AND TENCENT, ALL INTELLECTUAL PROPERTY RIGHTS IN THE SERVICES THROUGHOUT THE WORLD BELONG TO TENCENT AND THE RIGHTS IN THE SERVICES ARE LICENSED (NOT SOLD) TO YOU. YOU HAVE NO INTELLECTUAL PROPERTY RIGHTS IN, OR TO, THE SERVICES OTHER THAN THE RIGHT TO USE THEM IN ACCORDANCE WITH THIS AGREEMENT. "Intellectual Property Rights" refer to any and all trademarks, service marks, trade names, trade dress, works of authorship and art, copyrights and copyrightable materials (including without limitation, titles, computer code, designs, catch phrases, locations, and any related documentation), music, lyrics, domain names, ideas, logos, submissions, writings, concepts, themes, places, moral rights, rights of publicity, packaging, personality and privacy rights, utility models, other industrial or intangible property rights of a similar nature, and all other forms of intellectual property rights recognized by applicable laws, treaties, and conventions, and all inventions, software, technology that are patentable in such matter, including patents, utility models, know-how and trade secrets, all grants and registration worldwide in connection with the foregoing and all other rights with respect thereto existing other than pursuant to grant or registration, all applications for any such grant or registration, all rights of priority under international conventions to make such application and the right to control their prosecution, and all amendments, constitutions, divisions and continuations of such applications,

and all corrections, reissues, patents of addition, extensions and renewals of any such grant, registration or right. Other than otherwise provided in applicable laws, the Intellectual Property Rights of the content (including but not limited to web pages, text, images, audio, video and graphics) provided by Tencent in the Services are owned by Tencent. Unless otherwise stated, the Intellectual Property Rights of software in reliance of which Tencent provides the Services are owned by Tencent. The copyright and trademark rights of “QQ”, “Tencent”, “Tencent Cloud”, “腾讯”, “TPNS”, penguin image and other commercial trademarks used by Tencent in the Services are owned by Tencent. The Intellectual Property Rights of the above and any other intellectual property rights legally owned by Tencent are protected by law and you must not use or create derivative works therefrom in any form without prior written consent of Tencent.

9.2. Unless otherwise agreed by the parties, Intellectual Property Rights owned separately by each party prior to the execution of this Agreement shall still be retained solely by that party, and shall not be vested in the other party or jointly owned by both parties pursuant to the execution or performance of this Agreement.

9.3. Tencent shall have the right to delete, alter, move, remove, or transfer any and all content of the Services in whole or in part, at any time and for any reason or no reason, with or without notice to you, and with no liability of any kind to you, to the maximum extent permitted by applicable law. Tencent does not provide or guarantee, and expressly disclaim, any value, cash or otherwise, attributed to any data residing on servers operated or controlled by or on behalf of Tencent, including any data attributed to your Developer Account.

9.4. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Developer Account, and that all rights in and to your Developer Account are and shall forever be owned by and inure to the benefit of Tencent, to the maximum extent permitted by applicable law.

9.5. You shall only have the right to legally use the Services or related APIs in accordance with this Agreement. Except as expressly set forth in this Agreement, Tencent does not grant you any licenses or other rights, implied or otherwise in or to Tencent’s Intellectual Property Rights

## 10. EXPORT CONTROL

You agree not to engage in any activities in connection with this Agreement that would breach sanctions or export control laws or risk placing Tencent in breach of any sanctions or export control laws, or becoming a target of sanctions.

## 11. GOVERNING LAWS AND DISPUTE RESOLUTION

This Agreement is governed by the laws of Hong Kong (excluding its conflict of law rules). If a dispute, controversy or claim arising from or in connection with this Agreement or your use of the Services cannot be resolved within 30 days following the commencement of consultation or mediation, then you or Tencent shall submit the dispute for arbitration

by the Hong Kong International Arbitration Centre (“HKIAC”). Except for the right of either you or Tencent 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, both you and Tencent agree that any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the HKIAC under the HKIAC Administered Arbitration rules in force when the notice of arbitration is submitted. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. You and Tencent shall each designate one arbitrator and the HKIAC Council shall appoint a person who is the third arbitrator to act as the presiding arbitrator of the arbitral tribunal. The arbitration proceedings shall be conducted in English. The arbitral award shall be final and binding upon you and Tencent.

## 12. LOCAL REGULATIONS

Tencent makes no representation that the Services are available for use or permitted by law in any particular location. To the extent you choose to access the Services, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the country you reside in.

## 13. MISCELLANEOUS

13.1. This Agreement shall also be subject to and incorporates by reference the terms and conditions of [Tencent Cloud Terms of Service](#), [Tencent Cloud Account Rules](#), [Tencent Cloud Public Cloud TPNS \(Paid Version\) Service Level Agreement \(SLA\)](#), agreements or rules annexed to this Agreement and other agreements and rules related to the Service published by Tencent from time to time. These contents will form an integral part of this Agreement once officially published and you shall also be abide by the same. In the event of a conflict between those terms and this Agreement, this Agreement shall prevail. Your registration or use of any Service under this Agreement will be deemed that you have read and consented to accept to be bound by this Agreement and above content. Tencent may change or update this Agreement or the abovementioned terms to reflect changes in law or best practice or to deal with additional features which Tencent introduces. Tencent may notify you when changes to this Agreement or the abovementioned terms occur. TO THE EXTENT THAT IT IS LEGALLY PERMITTED ACCORDING TO THE LAW IN YOUR APPLICABLE JURISDICTION, YOU WAIVE ANY RIGHT YOU MAY HAVE TO RECEIVE SPECIFIC NOTICE OF SUCH CHANGES OR MODIFICATIONS. IF YOU DO NOT ACCEPT THE CHANGES YOU SHOULD NOT CONTINUE TO USE THE SERVICES. BY CONTINUING TO USE THE SERVICES YOU AGREE TO USE OF THE SERVICES IN ACCORDANCE WITH THE UPDATED TERMS.

13.2. Interpretation.

13.3. Tencent may transfer its rights and obligations under this Agreement to another organization, including in connection with a merger, sale, reorganization, asset sale, change of control, or similar transaction.

13.4. You may only transfer your rights or your obligations under this Tencent to another person if Tencent gives you a prior consent in writing.

13.5. No rights for third parties. A person other than you and Tencent has no rights to rely on or enforce any term hereunder.

13.6. If a court finds part of this Agreement illegal, the rest will continue in force. Each of the paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections, paragraphs or provisions will remain in full force and effect. If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such deletion(s) as may be necessary to make it valid.

13.7. Even if Tencent delays in enforcing this Agreement, Tencent can still enforce it later. If Tencent does not insist immediately that you do anything you are required to do under this Agreement, or if Tencent delays in taking steps against you in respect of your breach of this Agreement, that will not mean that you do not have to do those things and it will not prevent Tencent taking steps against you at a later date.

13.8. Headings are for reference only and have no legal effect respecting the scope, meaning or intent of any of the articles of the Terms.