

# **Instant Messaging**

# **Security Compliance Certification**

# **Product Documentation**



## Copyright Notice

©2013-2019 Tencent Cloud. All rights reserved.

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

## Trademark Notice

 Tencent Cloud

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

## Service Statement

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

---

# Contents

Security Compliance Certification

Service Level Agreement

Security Compliance Certification

# Security Compliance Certification Service Level Agreement

Last updated : 2021-12-24 09:45:30

## Tencent Cloud Instant Messaging Service Level Agreement

In order to use the Tencent Cloud Instant Messaging (“IM”) service (the “Service”), you should read and observe this Tencent Cloud Instant Messaging Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics\*\*, compensation plan\*\* and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

### 1. Terms and Definitions

**1.1 Instant Messaging (IM):** means a comprehensive instant messaging solution provided by Tencent Cloud featuring international access, one-to-one chat, group chat, push notification, profile and Web SDK hosting, account authentication, etc., with requisite capacities of APP integration and back-end management interface. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

**1.2 Service Month(s):** means the effective term within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be three (3) Service Months (the first Service Month from March 17 to April 16, the second from April 17 to May 16, and the third from May 17 to June 16). The availability of the Service will be calculated independently for each Service Month.

**1.3 Monthly Service Fee:** means the aggregate service fees actually consumed by you within one (1) Service Month, excluding the portion paid yet to be consumed.

**1.4 Apparent Failure:** If all continuous attempts of a user to log in or send a message (including one-to-one messages and group chat messages) when using an APP or conducting back-end management through an interface of the Service fail within one (1) minute, it shall be deemed an Apparent Failure of the Service. However, if the log-in attempts succeed or the messages are successfully sent, in full or in part, when a user uses an APP or conducts

back-end management through an interface of the Service, it will be deemed that the Service is available within such one (1) minute.

**1.5 Apparent Failure Calculated in Minutes:** means the accumulated Apparent Failure calculated in minutes within a Service Month.

## 2. Service Availability

### 2.1 Calculation of Service Availability

Service Availability =  $1 - (\text{Apparent Failure Calculated in Minutes within a Service period} / \text{total time of a Service period calculated in minutes}) \times 100\%$

### 2.2 Standard of Service Metrics

**The Service Availability of the Service provided by Tencent Cloud will be no less than 99%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

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

### 3.1 Standards of Compensation

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

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

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99% > Av ≥ 95%	10% of the Monthly Service Fee
95% > Av ≥ 90%	20% of the Monthly Service Fee
90% > Av	30% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 4. Release of Liabilities

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

4.1 any malfunction on the part of a user.

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

4.3 any hacker attack on a user's application or data.

4.4 any failure of a user to abide by user guide or suggestions for using IM products.

4.5 any negligence of a user or any operation authorized by a user.

4.6 any use by a user of any illegal information relating to pornography, gambling, illegal drugs, fraud, etc.

4.7 any impromptu increase of the needs to use the audio-visual chatroom functions by a user without prior notification.

4.8 Any use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud.

4.9 any significant event or promotion publicly announced by Tencent Cloud in advance.

4.10 any system maintenance with prior notice by Tencent Cloud to users, including system cutover, maintenance, upgrade and malfunction simulation test.

4.11 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

4.12 any event of force majeure or accident.

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

4.14 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## **5. Miscellaneous**

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate amount of compensation payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# Security Compliance Certification

Last updated : 2022-03-17 11:01:55

Compliance is the foundation for the development of Tencent Cloud IM, which meets the compliance requirements of different countries and industries. In addition to ensuring the **security, compliance, availability, confidentiality, and privacy** of the services it provides, IM also provides relevant support for its customers to **meet their and their customers' compliance requirements, reduce repeated investment in audit work, and improve auditing and management efficiency.**

IM has passed SOC 1, SOC 2, and SOC 3 audits, meets the requirements of China's Cybersecurity Classified Protection 2.0 (Level 3), and is certified to ISO 9001, ISO 20000, ISO 27001, ISO 27017, ISO 27018, ISO 27701, ISO 29151, CSA STAR, NIST CSF, BS 10012, and K-ISMS.



## SOC 1 Type II Report

Based on AT-C Section 320 in AICPA's Statement on Standards for Attestation Engagements No. 18 (SSAE No. 18), this report is issued for the control environment of Tencent Cloud's service system.



## SOC 2 Type II Report



Based on AT-C Section 205 in AICPA's SSAE No. 18 and TSP Section 100 (2017 version), this report is issued for the security, availability, and confidentiality of Tencent Cloud's service system.



### SOC 3 Type II Report

Based on AT-C Section 205 in AICPA's SSAE No. 18 and TSP Section 100 (2017 version), this report is issued for the security, availability, and confidentiality of Tencent Cloud's service system.



### ISO 9001 Quality Management System Certification

Tencent Cloud is the first cloud computing service provider in China to acquire certification from both ISO9001 CNAS (China National Accreditation Service for Conformity Assessment) and ANAB (ANSI-ASQ National Accreditation Board). It implements effective quality control processes to deliver quality cloud services.



## ISO 20000 IT Service Management System Certification

Tencent Cloud is the first cloud computing service provider in China to acquire certification from ISO 20000-1:2018. It has established and strictly followed a standard IT service management process.



## ISO 27001 Information Security Management System Certification

ISO/IEC 27001:2015 is a supplement to ISO/IEC 27002:2013. This certification proves that Tencent Cloud has effectively designed and implemented cloud computing information security control.



## ISO 27017 Guidelines for Cloud Service Information Security Control Implementation

ISO/IEC 27017:2015 is a supplement to ISO/IEC 27002:2013. This certification proves that Tencent Cloud has effectively designed and implemented cloud computing information security control.



## ISO 27018 Certification for Personal Information Protection on Public Cloud

Tencent Cloud is committed to protecting the personal information of each customer, building a sound personal information management system, and using various technical means to protect users' personal information.



## ISO 27701 Personal Information Management System Standard

Tencent Cloud is the first cloud service provider to acquire the ISO/IEC 27701 certification worldwide. It has established and implemented a personal information management system, and has the capability of continuous improvement.



## ISO 29151 Code of Practice for Personally Identifiable Information Protection

Tencent Cloud provides an appropriate information security risk management environment for the protection of personally identifiable information, while meeting industry best practices and being capable of continuous improvement.



## ISO 22301 Business Continuity Management System Certification

Tencent Cloud is one of the first cloud computing service providers certified by ISO 22301 in China. It has established a sound business continuity plan and conducted regular drills to improve the stability of its cloud platform.



## CSA STAR Cloud Security Management System Certification

CSA STAR is an international certification for cloud security features. Tencent Cloud has passed the STAR certification at the Gold level, strengthening its control of cloud security technology.



### NIST Cybersecurity Framework

NIST cybersecurity framework (CSF) is developed based on Executive Order 13636 "Improving Critical Infrastructure Cybersecurity" by National Institute of Standards and Technology (NIST). The framework focuses on using business drivers to guide cybersecurity activities.



### K-ISMS Certification

Tencent Cloud has achieved the Korean Information Security Protection Management System (K-ISMS) certification, proving that the information security management systems and capabilities developed by Tencent Cloud are in compliance with applicable Korean laws and standards.



## BS 10012

British Standard for Personal Information Management Systems released by the British Standards Institute (BSI).