

Face Recognition Related Agreement Product Documentation



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Service Statement

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In order to use the Tencent Cloud Face Recognition Service (the “Service”), you shall read and comply with this Tencent Cloud Face Recognition Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

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

1. Terms and Definitions

1.1 **Face Recognition Service provided by Tencent Cloud:** refers to a series of face recognition services provided to you by Tencent Cloud, such as face detection and analysis, facial features locating, face comparison, face search, face verification, personnel catalog management, and static/live face detection.

1.2 **Service Month:** means the calendar month(s) within the term of the Service purchased by you. For example, if you subscribe to the Service on March 17 and stop using the Service on June 16, there will be 4 Service Months, within which the first Service Month is from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16. The Service Availability will be calculated separately for each Service Month.

1.3 **Failed Request:** the Face Recognition Service deems any request with an error code of “Internal Error” as a Failed Request, excluding any of the following requests:

(1) any error request or unavailability of the Service due to reasonable upgrades, modifications, or suspensions initiated by the Face Recognition Service.

(2) any request resulting from a hacker’s attack on the customer’s application.

1.4 **Valid Request:** any request received by the server end of the Face Recognition Service is deemed as a Valid Request, excluding any of the following requests:

(1) any request that is sent without subscription to or authorization of the Service, that fails the authentication, or that is sent with overdue fees or with incorrect keys.

(2) any request sent by the customer’s application suffering attacks by hackers.

1.5 **Error Rate Per 5 Minutes** = (Count of Failed Requests per 5 minutes / Count of all requests per 5 minutes) * 100%

1.6 **Monthly Service Fee**: means the total service fee paid by the customer for using the Face Recognition Service within a calendar month. If the customer has paid service fees for multiple months in a lump sum, the Monthly Service Fee will be calculated by dividing the service fees by the number of the months the customer paid for.

2. Service Availability

2.1 Calculation of the Service Success Rate

The Service Availability of the Face Recognition Service is calculated on the basis of Service Months. The average of the Error Rate Per 5 Minutes is calculated by dividing the sum of Error Rate Per 5 Minutes within a Service Month by the total number of 5-minute periods in that Service Month, from which the Service Availability is then derived, i.e.,

Service Availability = (1 – The sum of Error Rate Per 5 Minutes in a Service Month / The total number of 5-minute periods in that Service Month) * 100%.

Note:

The total number of 5-minute periods in a Service Month = 12 * 24 * number of days in that Service Month

2.2 Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than **99.9%**. You are entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability fails to meet the aforementioned standard (other than in any circumstance as provided in the Release of Liabilities provisions).

3. Compensation Plan

In respect of the Service, if the Service Availability is lower than **99.9%**, 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, among others, the valid term; for details, please refer to the relevant rules of voucher published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

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

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 95%	10% of the Monthly Service Fee
Less than 95% but is or higher than 90%	25% of the Monthly Service Fee

Less than 90%

100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation 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 shall prevail.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned 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 period of Service unavailability shall not be counted toward Service downtime, is not eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

4.1 ordinary system maintenances and upgrades;

4.2 maintenance or malfunction of any external object on which the Service relies;

4.3 any circumstance where the Service is unavailable or failed to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;

4.4 any other circumstance where Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

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

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

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

and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)