

Captcha

Service Level Agreement

Product Documentation



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Service Statement

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Service Level Agreement

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In order to use the Tencent Cloud Captcha Service (the “Service”), you shall read and comply with this Tencent Cloud Captcha Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming 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 or use 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. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Service Month(s)

Refers to the calendar month(s) within the term of the Service purchased by you. For example, if you start the Service on March 17, the first Service Month will be from March 17 to March 31, and each calendar month thereafter (e.g., the second from April 1 to April 30, the third from May 1 to May 31) will be a Service Month. The Service Availability will be calculated separately for each Service Month.

1.2 Total Number of Minutes within a Service Month

Total Number of Minutes within a Service Month = the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.3 Failed Request(s)

A request will be deemed as a Failed Request in the following cases:

- (1) The return status code is 5XX or 4XX due to the Captcha system, that is, the return status code starts with 5 or 4.
- (2) The normal request does not reach the Captcha server due to the failure of the Captcha system.

1.4 The Total Number of Requests

Refers to the total number of Captcha requests initiated by the Customer.

1.5 Error Rate

Error Rate shall be calculated in minutes. $\text{Error Rate} = (\text{the number of Failed Requests within one minute} / \text{the Total Number of Requests within such minute}) \times 100\%$.

1.6 Service Downtime

If the Error Rate of the Service is greater than 0.01% within one minute, such minute is counted as Service Downtime. If the Service is unavailable for more than one minute, it is counted as a failure event (the "Failure Event").

1.7 Service Downtime Calculated in Minutes

Refers to the total number of minutes of Service Downtime in a Service Month.

2. Service Availability

2.1 Calculation of Service Availability

$\text{Service Availability} = ((\text{the total number of minutes within a Service Month} - \text{Service Downtime Calculated in Minutes in such Service Month}) / \text{the total number of minutes within a Service Month}) \times 100\%$

2.2 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.99% ("Service Availability Standard")**. If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability 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 compensational service times (i.e., Captcha requests) by Tencent Cloud.

(2) Tencent Cloud will compensate you for 10 times the number of Failed Requests in the Failure Event of the Service Month, i.e., the number of compensational service times = the number of Failed Requests x 10. For example, if the number of Failed Requests in the Failure Event of a Service Month in which the Service fails to meet the Service Availability Standard is 10, Tencent Cloud will compensate you for 100 Captcha requests (=10 * 10).

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 Tencent Cloud 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 within two (2) months following the end of the applicable Service Month in which the Service Availability fails to meet the Service Availability 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. Disclaimer 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 the Service is unavailable due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;

4.2 the Service is unavailable due to the device, software or technology of you or any third party;

4.3 the Service is unavailable due to your failure to use the products in accordance with the specification required by Tencent Cloud;

4.4 the Service is unavailable due to your violation of any Tencent Cloud product policy or documentation;

4.5 the Service is unavailable due to your non-payment, delay in payment or refund;

4.6 the Service is unavailable due to your illegal use of Tencent Cloud products;

4.7 the Service is unavailable due to the maintenance or upgrade of any network, hardware or service, but Tencent Cloud will notify you in advance of the schedule of such maintenance and upgrade;

4.8 the Service is unavailable due to any event of force majeure;

4.9 the Service is unavailable due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or terms of service, 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 for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

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 Tencent Cloud official website. 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 this 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)