

Tencent Interactive Whiteboard

Service Agreement

Product Documentation



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Service Statement

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Last updated : 2023-05-25 15:44:07

In order to use the Tencent Interactive Whiteboard Service (the “Service” or “TIW”), you shall read and comply with this Tencent Interactive Whiteboard 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 Standard, 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 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 Tencent Interactive Whiteboard, TIW

Tencent Interactive Whiteboard Services provided by Tencent Cloud refers to interactive doodling, real-time synchronization of tracks, document sharing, media sharing, document transcoding, real-time synchronized recording of whiteboard, audio and video, playback, terminal SDK access, backend interface and other functions. The specific content of the Service is subject to the services actually purchased by you and provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) 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 four (4) Service Months until June 16 (the first Service Month 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 Monthly Service Fee

The Monthly Service Fee refers to the aggregate service fees actually consumed by you for the Service within one Service Month. If you make a one-time purchase of multiple pre-paid service packages, the Monthly Service Fee will

be subject to the actual consumption during the then current Service Month, and the portion yet to be consumed will be excluded.

1.4 Whiteboard Entry Success Rate

Once you make a request for entering a whiteboard room, it will be counted as one request (“**Whiteboard Entry Request**”). Once you enter such whiteboard room successfully, it will be deemed that such whiteboard entry is successful (“**Successful Whiteboard Entry**”).

Whiteboard Entry Success Rate = (number of Successful Whiteboard Entries / total number of Whiteboard Entry Requests) × 100%

1.5 Service Downtime Calculated in Minutes

If the Whiteboard Entry Success Rate is lower than 99% within one unit time (each 5 minutes as one calculation time unit) due to any reason attributable to Tencent Cloud, it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for five (5) minutes or more, such time shall be counted into the service downtime, while any such situation that lasts less than five (5) minutes will not be counted into the service downtime.

Note:

5 minutes will be deemed as one measurement unit, resulting in 288 measurement points each day. The measurement point of 00:00:00 represents the time slot from 00:00:00 to 00:04:59, and the rest can be deduced by analogy.

1.6 Total Number of Minutes within Service Month(s)

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

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 - Service Downtime Calculated in Minutes within a Service Month / Total Number of Minutes within such Service Month) × 100%

For example, assuming that the Whiteboard Entry Success Rate from 10:00 a.m. to 10:30 a.m. on a certain day in March 2019 is 98% (i.e., the Whiteboard Entry Success Rate is lower than 99% and the situation lasts for more than five (5) minutes), the Service Downtime Calculated in Minutes would be 30 minutes, and the Service Availability of March 2019 is 99.93% (i.e., $1 - (30 / 31 \times 24 \times 60) \times 100\%$).

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9% (“ **Service Availability Standard**”). 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 Disclaimer of Liabilities provisions below.

3. Compensation Plan

In respect of the Service, if the Service 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 for the Services will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and 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 fails to meet the Service Availability Standard in any Service Month, **the amount of compensation shall be calculated for such Service Month independently, and the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|--|
| Less than 99.9% but is or higher than 99.5% | 10% of the Monthly Service Fee of such Service Month |
| Less than 99.5% but is or higher than 99% | 20% of the Monthly Service Fee of such Service Month |
| Less than 99% | 50% of the Monthly Service Fee of such Service Month |

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 no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service 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 Any failure attributable to Customer.

4.2 Any negligence of Customer or any operation authorized by Customer.

4.3 Any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of Customer.

4.4 Any hacker attack on Customer's website, application or data.

4.5 Any failure of Customer to observe the documentation or guideline for using the TIW.

4.6 Any impromptu increase of traffic of Customer (the number of users in a single room exceeds 5,000 or the number of new concurrent users exceeds 30,000) without five (5) business days prior written notice to Tencent Cloud (through the Tencent Cloud ticket system or contacting business managers).

4.7 Any use of products, functions and access for trial operation which are not launched on the official website of Tencent Cloud.

4.8 Any use by Customer in connection with any illegal content, including but without limitation to pornography, gambling, illegal drugs, fraud, etc.

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 Customer, including system cutover, maintenance, upgrade and failure simulation test.

4.11 Any failure or configuration adjustment of network or equipment that is not owned or controlled by Tencent Cloud.

4.12 Any force majeure event or accident.

4.13 Any Service unavailability or failure of the Service to meet the Service Availability standard 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 applicable 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 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)