

Cloud Contact Center Service Agreement Product Documentation



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Privacy Policy

Last updated : 2024-03-26 17:52:55

1.INTRODUCTION

This Module applies if you use Tencent Cloud Contact Center ("**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 to users globally but primarily intended for users located in the same country/region as the selected service region for optimal performance.

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
Log Data: Operation logs: operator ID, operation time point, operation behaviour; IVR prompts and role permission logs; Login, logout, connection, disconnection, work status, and status switching by the agent; Call process trajectory records: phone number, call process trajectory, full-link call tracking, each status trajectory log, SIP signaling messages for calls, packet loss, jitter, and	We use this information to provide the Feature to you, including for maintenance and troubleshooting, to detect bugs and faults, and to ensure the Feature functions as required. Please note that this data is stored in our Tencent Cloud Elasticsearch Service feature.	We process this information as it is necessary for us to perform our contract with you to provide the Feature.

packet disorder for each call, recording detailed MOS scores.

5.HOW WE STORE AND SHARE PERSONAL INFORMATION

As specified in the Privacy Policy.

6.DATA RETENTION

We will retain personal information in accordance with the following:

Personal Information	Retention Policy
Log data	We retain such data until you terminate your use of the Feature or upon your data deletion request, in which case we will delete this data within 30 days of such termination or receipt of your data deletion request.

Data Processing And Security Agreement

Last updated : 2024-03-26 17:52:13

1.BACKGROUND

This Module applies if you use Tencent Cloud Contact Center ("**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
<p>Agent and Administrator Information: Information relating to your agents and administrators (collectively or individually, as applicable, "agents") who use the Feature, and their devices: agent staff ID, phone number(s), email, name, nickname(optional), status(busy/available/break), role, skill group, online status, cellphone pickup indicator; browser, device availability check (whether device has built-in camera, microphone, built-in speaker), network information.</p>	<p>We use this information for the purposes of providing the Feature to you, including to enable you to set up and manage your internal accounts and access rights for the Service, and to ensure agents meet the hardware, software, and network requirements to support their use of the Feature.</p> <p>Please note that this data is encrypted using our TencentDB for MySQL feature, and stored in our TencentDB for Redis feature and backed up in our Cloud Object Storage feature.</p>
<p>Outbound and Inbound Call Data: Audio recording of the call; If your end user makes a call to customer service which then transfers the call to another call center: Phone number, telecommunication services providers, call duration; Interactive Voice Response (IVR): IVR prompt, and your end user's input collected from IVR (via text to speech, engine text or audio file).</p>	<p>We only process this data for the purposes of providing the Feature to you.</p> <p>Please note that the audio recording of the call is stored in our Cloud Object Storage ("COS") feature, and other outbound and inbound call data is stored in our TencentDB for MySQL ("MySQL") feature and backed up in our COS feature.</p>
<p>Call Analytics Data: Metrics relating to your agents' use of the Feature: Inbound and outbound calls: number of calls, number of answered calls, connection rate, average wait time, average</p>	<p>We only process this data for the purposes of providing the Feature to you.</p> <p>Please note that the audio recording of the call is stored in our COS feature, and other call</p>

<p>call duration, number of calls that are transferred to manual customer service, number of calls transferred to manual customer service but have not reached manual customer service, queue count, IVR abandonment rate, agent/skill group status(online/break/busy), agent’s time on each status, current reception volume and daily reception volume; audio recording of the call.</p> <p>service records: time when a call is processed by an agent, call type (inbound/outbound), agent operation terminal, calling number, call remarks, called number, connection status, call duration, agent nickname/name, agent ID, agent/skill group, satisfaction rating, party who ends the call, voicemail.</p>	<p>analytics data is stored in our MySQL feature and backed up in our COS feature.</p>
<p>Configuration Data: Your configurations on quick replies, blacklisted phone numbers, keywords, user access controls (role permissions), and inbound call pop-up screen (including end user phone number, telecommunication service provider information).</p>	<p>We only process this data for the purposes of providing the Feature to you in accordance to your specific configuration. Please note that this data is stored and backed up in our MySQL feature.</p>

3.SERVICE REGION

As specified in the DPSA. The main and backup servers for this Feature are in Singapore.

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
Agent and Administrator Information	We retain such data until you terminate your use of the Feature or upon your data deletion request, in which case we will delete this data within 30 days of such termination or receipt of your data deletion request.
Outbound and Inbound Call Data Call Analytics Data	We retain such data for 6 months (unless you request for deletion of such data, in which case we will delete it within 30 days). You may also purchase (or trial,

	as applicable) storage on our Cloud Object Storage (COS) feature if you would like us to store such data for longer than 6 months.
Configuration Data	We retain such data until you terminate your use of the Feature, in which case we will delete this data within 30 days after termination.

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

6.SPECIAL CONDITIONS

You must ensure that this Feature is only used by end users who are of at least the minimum age at which an individual can consent to the processing of their personal data and it is no longer necessary for them to obtain parental or their guardian's consent. This may be different depending on the jurisdiction in which an end user is located.

You represent, warrant and undertake that you shall obtain and maintain all necessary consents from data subjects (including your agents and end users) in respect of the processing of their personal data (as applicable) in respect of the Feature (including for the purposes of providing the Feature and the functionalities described within the Feature's Privacy Policy and Data Processing and Security Agreement), in accordance with applicable laws and so as to enable us to comply with applicable laws. You agree you will indemnify and hold Tencent harmless from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Tencent arising directly or indirectly from a breach of this requirement.

This Feature is not intended for the processing of sensitive data. You must ensure that this Feature is not used to transfer or otherwise process any sensitive data by you or your end users.

You acknowledge, understand and agree that (i) we do not make any representation or warranty or give any undertaking that this Feature will be in compliance with any applicable laws or regulations, and (ii) any reliance on or use of this Feature is at your sole risk.

Cloud Contact Center Service Level Agreement

Last updated : 2024-05-07 17:56:58

To use the Cloud Contact Center Service (the “Service(s)”), you shall read and comply with this Cloud Contact Center Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Cloud Contact Center

“Cloud Contact Center” refers to the Cloud Contact Center which provides you with a fast unified communication solution that integrates phone calls, online conversations and audio-visual calls. The Cloud Contact Center SDK supports embedding the communication workbench into your own business system, providing you with a solid, stable, integrated and unified communication base, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

1.2 Service Month

“Service Month” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service Availability will be accounted separately for each Service Month.

1.3 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee consumed by you for the Services in a Service Month. If you purchase more than one prepaid package at a time, the Monthly Service Fee is based on the actual consumption in the Service Month, excluding the portion that has been purchased but not yet consumed.

1.4 Call Success Rate

Number of “Call Failures”: normal Call Requests that fail to reach the server side of the Cloud Contact Center due to the failure of the Cloud Contact Center.

Total number of “Call Requests”: normal Call Requests sent by you to the server side of the Cloud Contact Center under the Tencent Cloud account.

“Call Success Rate” = (1-number of Call Failures/total number of Call Requests) * 100%.

1.5 Service Unavailability Minute

It is deemed as “Service Unavailability” within a unit time if the Success Rate of the Service is less than 99% within a unit time (one unit time per minute) due to the reason of Tencent Cloud. It is counted as “Service Unavailability Minute” when Service Unavailability lasts for 1 minute or more. Minutes less than 1 minute are not counted as Service Unavailability Minutes.

Description:

Service statistics of Cloud Contact Center take 1 minute as a unit, with 1440 statistics points every day. The time interval represented by 00:00:00 is 00:00:00-00:00:59, and so on.

1.6 Total Minutes within the Service Month

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

1.7 Data Storage Durability

Cloud Contact Center uses Tencent Cloud storage service, and the data storage durability is not less than 99.99999% (the “Data Storage Durability”), which means when user store 10,000,000 files per month, only 1 file per month may be lost during the contract period.

1.8 Data Destructibility

When you request to delete the incoming and outgoing call data and configuration data, Cloud Contact Center will use advanced zeroing to clear the data file to ensure that the deleted data cannot be restored to its original data by software.

1.9 Data Migration

The data migration of Cloud Contact Center mainly supports three data migration methods:

- (1) Export service records, call records and chat histories through the management platform.
- (2) Pull through the [Tencent Cloud API](#), or push service records and call records in real time.
- (3) Rollover the call records to your Tencent Cloud object storage COS bucket via console configuration.

1.10 Data Privacy

Cloud Contact Center adopts transparent data encryption (TDE) and other technologies to ensure that data such as call bills, account numbers and call records between different users cannot be exchanged.

1.11 Right to Know of Data

1.11.1 At present, cloud servers are deployed in Singapore Data Center.

1.11.2 Data centers known to users are in compliance with applicable relevant laws.

1.11.3 All data of users will not be made available to any third party (except for exceptions mentioned in the Service Agreement, such as legitimate order by government regulatory authorities). All data will be stored in the Singapore

Data Center.

1.12 Auditability

According to the existing laws and regulations, Tencent Cloud can provide relevant information about the cloud server, including operation logs of key components, operation records of operation and maintenance personnel, operation records of users and other information, for reasons such as cooperating with the supervision of the government regulatory authorities or security evidence collection investigation, etc., provided that the processes and procedures are complete.

1.13 Service Functions

All functions are provided with detailed function introduction and instruction documents, see [Cloud Contact Center Function List](#).

1.14 Service Resource Deployment Capability

Cloud Contact Center supports customers to flexibly expand the number of seats, and a single expansion or contraction of less than 2,000 seats can be self-deployed.

1.15 Failure Recovery Capability

Tencent Cloud Server has the capability of failure migration, which can automatically migrate the cloud server to the new host server without user participation when the host server fails, ensuring the continuity of customer service. At the same time, Tencent Cloud provides a professional team to assist in maintenance for 7 × 24 hours.

1.16 Accuracy of Service Measurement

The price of Tencent Cloud Service is clearly shown on the user's purchase page and order page, and the user can choose the specific type of Service and purchase at the listed price. The specific price is subject to the price announced on the official website of Tencent Cloud. Tencent Cloud charges according to the specifications and usage duration of the Services selected by users. After payment, the bill can be downloaded through the fee center on the official website of Tencent Cloud to view the bill details.

2. Service Availability

2.1 Calculation of Service Availability

“Service Availability” = (1 - Unavailability Minutes within the Service Month / Total Minutes within the Service Month) × 100%.

For example, if the Call Success Rate of each minute is 98% (less than 99%) in 30 minutes between 10:00 a.m. and 10:30 a.m. on a day in March 2019, the unavailability time is 30 minutes, and the Service Availability in March 2019 = $1 - (30 / (31 \times 24 \times 60)) \times 100\% = 99.93\%$.

2.2 Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.5% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

For the Services, if the Service Availability is lower than the Service Availability Standard, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

(1) Compensation will be provided in the form of vouchers issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to [the voucher-related rules published on the website of Tencent Cloud](#)). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, and the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for the respective month (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	50% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Availability Standard is not met in a Service Month, you may claim for compensation only through the work order system of your corresponding account after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Availability Standard is not met. Tencent Cloud will conduct verification after you have filed the claim for compensation. In case of a dispute between the parties regarding the calculation of the Service Availability in the Service Month, both parties agree that Tencent Cloud's backend records shall ultimately prevail.

(2) The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met. If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Materials for Claims

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Your claim must be accompanied by at least the

following information:

- (1) A detailed event description report.
- (2) Details of the date, time, duration and other related details of the Service Unavailability, including service records of incoming or outgoing failures.
- (3) Other information that Tencent Cloud requests for reasonable reasons.

4. Third-Party Software or Technology

4.1 This software (the “Software”) may use third-party software or technology (including open-source code and public domain code that may be used by the Software, the same below), and such use has been legally authorized.

4.2 If the Software uses third-party software or technology, Tencent Cloud will, in accordance with relevant laws and regulations or agreements, display relevant agreements or other documents through attachments to this Agreement, packaging in specific folders of the installation package of the Software, or through [open-source software](#) pages, etc. They may be expressed as “Software License Agreement”, “Authorization Agreement”, “Open-Source License”, or other forms. The aforementioned relevant agreements, other documents and web pages displayed in various forms are an indivisible part of this Agreement and have the same legal effect as this Agreement, and you shall comply with these requirements. If you do not comply with these requirements, the third party or the state authority may bring a lawsuit, impose a fine or take other sanctions against you, and require Tencent to provide assistance, and you shall bear the legal responsibility.

4.3 Any dispute arising from the third-party software or technology used in this Software shall be settled by the third party, and Tencent Cloud shall not assume any responsibility. Tencent Cloud does not provide customer service support for third-party software or technology. If you need support, please contact the third party.

5. DISCLAIMER

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability time does not fall within the scope of the calculation of Service Unavailability and Tencent Cloud’s compensation, and Tencent Cloud shall not be responsible for you:

- 5.1 Unavailability due to your own network, system, software or equipment.
- 5.2 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.
- 5.3 Unavailability due to hacker attacks to your application or data information.
- 5.4 Unavailability due to your failure to follow the product usage documentation or usage recommendations of the Services, including but not limited to exceeding the maximum frequency, etc.
- 5.5 Unavailability due to your negligence or your authorized operation.
- 5.6 Unavailability due to any illegal information involving pornography, gambling, fraud, etc.

- 5.7 Unavailability due to large business concurrent demand without your prior notice, resulting in concurrent volume of 5.0QPS and above.
- 5.8 Unavailability due to your use of trial products, functions and rights not publicly announced on the official website of Tencent Cloud.
- 5.9 Unavailability due to the control of local relevant authorities.
- 5.10 Failed request due to your passing in an illegal number (e.g. unregistered, billing number not found, number forbidden, malicious call, etc.).
- 5.11 Unavailability that Tencent Cloud notifies you in advance of any major events or promotions.
- 5.12 Unavailability due to system maintenance, including cutover, repair, upgrade and simulated fault drills, after Tencent Cloud notifies you in advance,
- 5.13 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 5.14 Unavailability due to force majeure and accidents.
- 5.15 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 5.16 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that Tencent Cloud can exempt from any liability or release of compensation liability, etc.
- 5.17. If you violate the local laws, regulations, you will be solely responsible for any legal liability arising from improper use of the Cloud Contact Center Services.
- 5.18. Unavailability due to your non-compliance with local laws and regulations, causing the phone number to be unavailable.

6. MISCELLANEOUS

- 6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services. If you use the Services for more than 12 months, Tencent Cloud's total compensation amount shall not exceed the total service fees you paid for the Services in the past 12 months when the damage occurred.
- 6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.
- 6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement

and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency.

7. SERVICE CHANGE AND TERMINATION

7.1 If you notify Tencent Cloud in writing not to accept the new service agreement modified by Tencent Cloud, Tencent Cloud has the right to suspend or terminate the Services to you at any time.

7.2 Either party has the right to terminate the Agreement at any time if you cannot continue to use the Services or Tencent Cloud cannot provide the Services due to force majeure.

7.3 If other suspension or termination conditions agreed in this Agreement occur or are fulfilled, Tencent Cloud has the right to suspend or terminate the Services to you at any time.

7.4 After Tencent Cloud terminates the Services to you in accordance with this Agreement due to your violation of the Agreement, Tencent Cloud has the right to directly and unilaterally suspend or terminate the Services if you subsequently register to use the Services directly or indirectly, or in the name of another person.

7.5 If this Agreement or this Services is terminated for any reason, Tencent Cloud will retain all data in your cloud service account or any information such as data stored in the Tencent Cloud server due to your use of the Tencent Cloud Services for 15 days. You shall bear the cloud service fees incurred during the retention period and settle the fees and complete the migration and backup of all data before the retention period expires. After the retention period expires, Tencent Cloud will terminate the Services and the service system will automatically delete all of your data.

7.6 If this Agreement or this Services is terminated for any reason (including but not limited to your arrears), you shall handle the backup of information such as data, settlement of expenses and the relationship with your customers.

8. USER CONSTRAINTS

8.1 The user must use the Cloud Contact Center for lawful purposes and must comply with the laws or relevant regulations of People's Republic of China in the use of the Services;

8.2 The user warrants the legality of the data source used and assumes all responsibilities resulting from improper access;

8.3 The user shall strictly control outgoing calls to ensure that outgoing calls are only used for services such as immediate return and consultation agreed by the called users;

8.4 The user shall not cause any harassment or discomfort to other third parties. Do not make harassing phone calls or provide convenience for harassing phone calls, and the rest time of the called user should be avoided while using the phone for outgoing calls in compliance. Otherwise, the user shall be solely responsible for all consequences.