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Tencent Cloud

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KETENTUAN LAYANAN

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KETENTUAN LAYANAN TENCENT CLOUD

Selamat datang, dan terima kasih atas minat Anda terhadap layanan daring yang secara bersama-sama dikenal sebagai Tencent Cloud, beserta situs web, jaringan, aplikasi, Piranti Lunak, dan layanan lain terkait dan dokumentasi terkait yang disediakan oleh Tencent (secara bersama-sama, "**Layanan**"). Ketentuan Layanan ini adalah kontrak yang mengikat secara hukum antara Anda dan Tencent mengenai penggunaan Layanan oleh Anda. Untuk tujuan Ketentuan Layanan ini, "**Tencent**," "**kami**," dan "**milik kami**" mengacu pada entitas pengada kontrak Tencent yang berlaku yang ditetapkan pada Pasal 3. "**Afiliasi**" atau "**Para Afiliasi**" adalah entitas yang secara langsung atau tidak langsung Mengendalikan, Dikendalikan oleh, atau secara langsung atau tidak langsung berada di bawah Kendali yang sama dengan suatu pihak, yang dalam hal ini "**Kendali**" adalah kendali atas lebih dari lima puluh persen hak suara atau penyertaan dalam ekuitas suatu pihak atau melalui kontrak, perjanjian manajemen, perwalian hak suara, atau dengan cara lainnya.

HARAP BACA KETENTUAN BERIKUT DENGAN SAKSAMA.

DENGAN MENEKAN "SAYA SETUJU," ATAU DENGAN MENGUNDUH, MENGINSTAL, ATAU DENGAN CARA LAIN MENGAKSES ATAU MENGGUNAKAN LAYANAN, ANDA SETUJU BAHWA ANDA TELAH MEMBACA DAN MEMAHAMI, DAN, SEBAGAI SYARAT ATAS PENGGUNAAN LAYANAN OLEH ANDA, ANDA SETUJU UNTUK TERIKAT OLEH, SYARAT DAN KETENTUAN BERIKUT, TERMASUK ketentuan tambahan yang saat itu sedang berlaku untuk Layanan yang diposting secara daring [di sini](#), yang meliputi Perjanjian Pemrosesan dan Keamanan Data, Kebijakan Penggunaan yang Disetujui, Kebijakan Hak Cipta, Ketentuan Wilayah Layanan RRT, Ketentuan Amerika Utara, Ketentuan Konsumen EEA, Ketentuan Jerman, Ketentuan Korea Selatan, Ketentuan Wilayah Layanan Tencent Cloud Indonesia, ketentuan khusus Layanan, Perjanjian Tingkat Layanan, dan ketentuan khusus wilayah lainnya (secara bersama-sama, "Ketentuan Tambahan**"), dan bersama-sama dengan Ketentuan Layanan ini, "**Ketentuan**"). Ketentuan Tambahan tidak termasuk Kebijakan Privasi atau Kebijakan Cookies (yang keduanya juga tersedia [di sini](#)). Silakan baca Kebijakan Privasi, Kebijakan Cookies, dan Perjanjian Pemrosesan dan Keamanan Data kami untuk informasi lebih lanjut mengenai penggunaan kami atas Data Pribadi Anda (sebagaimana didefinisikan dalam Perjanjian Pemrosesan dan Keamanan Data) yang diberikan ke atau melalui Layanan. Jika Anda tidak memenuhi syarat, atau tidak menyetujui Ketentuan, maka Anda tidak memiliki izin Tencent untuk menggunakan Layanan. PENGGUNAAN LAYANAN OLEH ANDA, DAN PENYEDIAAN LAYANAN OLEH TENCENT KEPADA**

ANDA, MERUPAKAN SUATU PERSETUJUAN DARI TENCENT DAN DARI ANDA UNTUK TERIKAT OLEH KETENTUAN INI.

1.LAYANAN DAN APLIKASI.

Layanan dijelaskan lebih lanjut [di sini](#) dan meliputi: (a) dokumentasi untuk Layanan (sebagaimana dapat diperbarui dari waktu ke waktu) dalam bentuk yang biasa disediakan oleh Tencent kepada para pelanggannya untuk digunakan bersama dengan Layanan; (b) API, aplikasi seluler, dan Piranti Lunak yang disediakan oleh Tencent sehubungan dengan Layanan; dan (c) layanan tambahan yang dibeli oleh Anda. Dengan Layanan, Anda dapat membuat aplikasi menggunakan Layanan atau menjalankan aplikasi pada Layanan, termasuk kode sumber yang ditulis oleh atau atas nama Anda untuk digunakan bersama dengan Layanan atau dengan cara lain dengan hosting di Tencent Cloud (“Aplikasi”).

2.ELIGIBILITAS

Anda harus berusia setidaknya 14 tahun untuk dapat menggunakan Layanan. Dengan menyetujui Ketentuan ini, Anda menyatakan dan menjamin kepada kami bahwa: (a) Anda berusia setidaknya 14 tahun; (b) sebelumnya Anda tidak pernah ditangguhkan atau dikeluarkan dari Layanan; dan (c) pendaftaran diri Anda dan penggunaan Layanan oleh Anda sesuai dengan setiap dan segala peraturan perundang-undangan yang berlaku. Jika Anda adalah suatu entitas, organisasi, atau perusahaan, individu yang menyetujui Ketentuan ini atas nama Anda menyatakan dan menjamin bahwa dirinya memiliki kewenangan untuk mengikat Anda pada Ketentuan ini dan Anda setuju untuk terikat oleh Ketentuan ini.

3.ENTITAS KONTRAK; HUKUM YANG MENGATUR

(a) Negara yang disebutkan dalam informasi pendaftaran diri Anda akan menentukan: (i) entitas Tencent yang mengadakan kontrak dengan Anda berdasarkan Ketentuan ini; dan (ii) hukum yang mengatur yang berlaku untuk Ketentuan ini dan penggunaan Layanan oleh Anda, sebagaimana ditetapkan pada tabel di bawah. Terlepas dari ketentuan apa pun yang bertentangan dalam Ketentuan ini, Anda mengakui dan menyetujui bahwa Layanan dapat disediakan oleh salah satu Afiliasi kami sejauh dianggap sesuai oleh kami, contohnya, jika diwajibkan untuk mematuhi peraturan perundang-undangan yang berlaku atau sesuai dengan struktur internal yang ditetapkan oleh Tencent untuk operasinya di wilayah yang berlaku. Khususnya, jika Layanan disediakan di wilayah RRT, Anda mengakui dan menyetujui bahwa, sesuai dengan peraturan perundang-undangan yang berlaku di RRT, Layanan akan disediakan oleh Tencent Cloud Computing (Beijing) Co., Ltd. “RRT” adalah Republik Rakyat Tiongkok, dan khusus untuk tujuan Ketentuan ini, tidak termasuk Daerah Administratif Khusus Hong Kong, Daerah Administratif Khusus Makau, dan Taiwan.

| Lokasi Anda | Entitas Pengada Kontrak Tencent | Hukum yang Mengatur |
|-----------------|---|---------------------|
| Wilayah Ekonomi | Tencent Cloud Europe B.V., suatu perusahaan yang terdaftar di Belanda | Inggris |

| | | |
|--------------------------------|--|----------------|
| Eropa, Inggris Raya, dan Swiss | dan beralamat di Buitenveldertselaan 1-5, 1082 VA, Amsterdam, the Netherlands | dan Wales |
| Amerika Utara | Tencent Cloud LLC, suatu perusahaan yang terdaftar di Delaware dan beralamat di Claremont 2747 Park Blvd, Palo Alto, CA 94306. | California, AS |
| Korea Selatan | Tencent Korea Yuhan Hoesa, suatu perusahaan yang terdaftar di Korea dan beralamat di 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Korea | Korea Selatan |
| Negara lainnya | Aceville Pte Ltd, suatu perusahaan yang terdaftar di Singapura dan beralamat di 30 Raffles Place, #12-01, Oxley @ Raffles, Singapore 048622. | Singapura |

(b) Negara yang disebutkan dalam informasi pendaftaran diri Anda dapat mengakibatkan berlakunya ketentuan tambahan atau ketentuan yang berbeda, sebagai berikut. Contohnya, jika penggunaan Layanan oleh Anda tunduk pada peraturan perlindungan konsumen sebagaimana ditentukan berdasarkan hukum yang berlaku, maka berlaku ketentuan tambahan, sebagaimana ditetapkan dalam Ketentuan Konsumen EEA, Ketentuan Jerman, Ketentuan Korea Selatan, dan ketentuan khusus wilayah lainnya. Jika negara yang disebutkan dalam informasi pendaftaran diri Anda berada di Amerika Utara, Anda harus tunduk pada Ketentuan Amerika Utara di bawah. Jika Anda hendak menggunakan Layanan di wilayah RRT, Anda harus tunduk pada ketentuan dalam Ketentuan Wilayah Layanan RRT. Selain ketentuan di atas, ketentuan tambahan atau ketentuan yang berbeda dapat berlaku untuk penggunaan Anda berdasarkan hukum setempat yang berlaku.

4.PENGGUNAAN LAYANAN

(a) Akun dan Pendaftaran Diri. Saat Anda mendaftarkan diri untuk membuka akun Tencent Cloud yang memiliki izin untuk mengakses Layanan (“**Akun**”), Anda dapat diminta untuk memberikan kepada kami beberapa informasi, seperti nama, alamat pos, alamat surel, dan/atau informasi kontak lain milik Anda. Anda setuju bahwa informasi yang Anda berikan kepada kami adalah akurat dan bahwa Anda akan menjaga informasi tersebut agar tetap akurat dan selalu terkini. Jika tersedia, Anda juga dapat mendaftarkan diri untuk membuka Akun melalui akun platform pihak ketiga. Anda setuju bahwa Anda juga harus mematuhi syarat dan ketentuan yang berlaku dalam platform pihak ketiga tersebut. Anda bertanggung jawab untuk menjaga setiap dan segala detail Akun dan kredensial akses, dan Anda akan bertanggung jawab atas setiap penggunaan Akun atau Layanan dan semua aktivitas yang terjadi menggunakan Akun Anda, terlepas dari apakah aktivitas tersebut dilakukan dengan izin atau dilakukan oleh Anda, karyawan Anda, atau pihak ketiga (termasuk kontraktor-kontraktor, para agen, dan/atau Pengguna Akhir Anda), dan termasuk dalam keadaan yang diakibatkan oleh tidak dijaganya detail Akun dan kredensial akses tersebut dengan benar oleh Anda. Kecuali sejauh diakibatkan oleh pelanggaran Ketentuan ini oleh kami, Tencent dan Para Afiliasinya tidak bertanggung jawab atas akses tanpa izin ke akun Anda. Pelanggaran apa pun terhadap Ketentuan ini atau penggunaan Akun Anda oleh siapa pun akan dianggap seolah-olah pelanggaran atau penggunaan tersebut dilakukan oleh Anda, dan

tidak akan membebaskan Anda dari kewajiban Anda kepada kami. Kami dapat menolak hak Anda untuk membuat akun.

(b) Lisensi. Entitas atau individu yang mengakses Layanan menggunakan Akun Anda atau Aplikasi disebut dalam Ketentuan ini sebagai "**Pengguna Akhir**". Anda harus dan harus memastikan bahwa Pengguna Akhir yang diberikan izin oleh Anda mengakses dan menggunakan Layanan sesuai dengan Ketentuan ini selama Jangka Waktu (yang didefinisikan di bawah pada Pasal 9). Layanan tersebut akan disediakan selama Jangka Waktu. Anda dan Pengguna Akhir yang diberikan izin oleh Anda hanya akan mengakses Layanan melalui Akun Anda dan penggunaan Layanan harus tunduk pada Ketentuan ini. Jika Anda mengetahui adanya penggunaan Akun Anda atau kata sandi Akun Anda tanpa izin, Anda akan segera memberitahukan kepada Tencent. Jika Anda adalah suatu entitas, organisasi, atau perusahaan, Anda akan memastikan karyawan dan kontraktor-kontraktor Anda mengakses Layanan melalui Akun Anda. Tencent dapat menyediakan alat, perlengkapan pengembangan Piranti Lunak, kode sampel, API, atau Piranti Lunak komputer lainnya yang dapat diunduh termasuk yang disediakan sehubungan dengan Layanan atau dengan penggunaan Akun Anda (dan pembaruan berkala untuk hal-hal tersebut dari waktu ke waktu) ("**Piranti Lunak**"). Anda mengakui bahwa Tencent atau pemberi lisensinya merupakan pemilik semua hak, hak milik, dan kepentingan dalam dan atas Layanan dan Piranti Lunak. Tunduk pada kepatuhan Anda dan Pengguna Akhir yang diberikan izin oleh Anda terhadap Ketentuan ini, Tencent memberikan, atau akan memastikan diberikannya, kepada Anda dan Pengguna Akhir yang diberikan izin oleh Anda, lisensi terbatas yang tidak eksklusif, tidak dapat dialihkan, tidak dapat disublisensikan, dan dapat ditarik kembali untuk menggunakan Piranti Lunak dengan cara yang tidak melewati batasan atau jangka waktu penggunaan yang berlaku, dan di dalam wilayah yang ditentukan untuk penggunaan atau penerimaan Layanan, dan hanya sehubungan dengan Layanan. Sejauh Piranti Lunak memiliki perjanjian lisensi pengguna akhir, ketentuan layanan, atau perjanjian serupa lainnya yang mengatur penggunaan Piranti Lunak tersebut, Anda setuju bahwa Anda akan, dan memastikan Pengguna Akhir Anda akan, secara ketat mematuhi perjanjian tersebut. Selain sebagaimana disebutkan dalam ketentuan tersebut di atas, tidak ada hak lainnya yang diberikan kepada Anda berdasarkan Ketentuan ini untuk menggunakan Layanan (termasuk Piranti Lunak yang ditawarkan sehubungan dengan hal tersebut).

(c) Wilayah Layanan. Untuk Layanan tertentu, Anda dapat memilih wilayah layanan geografis tertentu sebagai tempat penyimpanan Data Pengguna (sebagaimana didefinisikan di bawah) dalam rangka penyediaan Layanan ("**Wilayah Layanan**"). Jika Wilayah Layanan berlaku, Tencent akan, berdasarkan permintaan dari Anda, menyimpan Data Pengguna di Wilayah Layanan yang Anda pilih saat Data Pengguna digunakan untuk menyediakan Layanan tersebut.

(d) Penangguhan Layanan. Jika Anda mengetahui atau secara wajar menduga bahwa Aplikasi (termasuk penggunaan Aplikasi oleh Pengguna Akhir) atau Data Pengguna apa pun melanggar Ketentuan ini, Anda akan segera menangguhkan Aplikasi tersebut, menghapus Data Pengguna tersebut, dan menangguhkan akses oleh Pengguna Akhir. Jika Anda tidak mengambil tindakan tersebut, Tencent dapat menangguhkan atau menonaktifkan Aplikasi tersebut dan Akun Anda hingga pelanggaran tersebut diperbaiki menurut kebijakan Tencent. Dalam hal Tencent menetapkan atas kebijaksanaannya sendiri bahwa penggunaan Layanan oleh Anda atau Pengguna Akhir Anda

dapat: (i) mengganggu Layanan; (ii) mengganggu penggunaan Layanan oleh pihak ketiga; (iii) mengganggu jaringan atau server Tencent yang digunakan untuk menyediakan Layanan; (iv) memungkinkan pihak ketiga yang tidak diberikan izin untuk mengakses Layanan; atau (v) dengan cara lain menimbulkan risiko atau ancaman keamanan atau mengakibatkan tanggung jawab berdasarkan hukum atau peraturan bagi Tencent, maka Tencent atau Para Afiliasinya dapat segera dan tanpa memberikan pemberitahuan sebelumnya kepada Anda, membatasi atau menangguhkan Akun Anda atau Aplikasi atau akun Pengguna Akhir yang melanggar, sejauh diperlukan untuk mengatasi kekhawatiran tersebut. Anda setuju bahwa Anda bertanggung jawab atas semua Biaya yang timbul atau harus dibayarkan selama periode pembatasan atau penangguhan penggunaan tersebut.

(e) Modifikasi atau Penghentian Layanan. Tencent dapat sewaktu-waktu menghentikan atau melakukan perubahan apa pun terhadap Layanan (atau bagian mana pun darinya) tanpa menanggung tanggung jawab kepada Anda. Tencent dapat memilih untuk, tanpa batasan, menghentikan, membatasi, mengurangi, mengubah, atau menghapus Layanan, komponen Layanan, atau ketersediaan Layanan (atau bagian atau komponen mana pun darinya) di Wilayah Layanan, wilayah, atau sektor industri atau bidang usaha tertentu mana pun. Jika Tencent menghentikan atau melakukan perubahan apa pun terhadap Layanan yang akan secara materiel mengurangi fungsionalitas Layanan tersebut, Tencent akan melakukan upaya yang wajar secara komersial untuk menginformasikan kepada Anda tentang perubahan tersebut melalui pemberitahuan terlebih dahulu yang wajar sebelum perubahan tersebut mulai berlaku, dengan ketentuan bahwa Anda telah setuju untuk menerima informasi tentang perubahan tersebut. Tencent dapat melakukan perubahan tersebut, dan tidak akan berkewajiban untuk memberikan pemberitahuan, jika penghentian atau perubahan tersebut diperlukan untuk mengatasi keadaan darurat atau ancaman terhadap keamanan atau integritas Layanan atau Tencent, memenuhi atau menanggapi litigasi, mengatasi kekhawatiran terkait Hak Kekayaan Intelektual, atau mematuhi hukum atau permintaan dari pemerintah. Tencent dapat menyediakan pembaruan berkala untuk Piranti Lunak atau Layanan dari waktu ke waktu ("**Pembaruan**"). Tencent juga dapat menyediakan fitur atau fungsionalitas baru dari waktu ke waktu melalui Layanan dan menambahkan layanan baru ke Layanan dari waktu ke waktu (dengan menambahkannya pada URL yang ditetapkan berdasarkan definisi tersebut), yang penggunaannya mungkin bergantung pada persetujuan Anda atas persyaratan tambahan.

(f) Keamanan dan Privasi. Praktik keamanan dan privasi Tencent tersedia dalam Ketentuan Tambahan, Kebijakan Privasi, dan Kebijakan Cookies. Anda akan mengonfigurasi dan menggunakan Layanan dengan cara yang sesuai dengan persyaratan keamanan Anda.

(g) Aplikasi Pihak Ketiga. Anda sepenuhnya bertanggung jawab atas piranti lunak, alat, atau aplikasi yang digunakan oleh Anda sehubungan dengan penggunaan Layanan oleh Anda ("**Piranti Lunak Pihak Ketiga**"), termasuk piranti lunak pihak ketiga yang disediakan atau ditawarkan sehubungan dengan Layanan. Tencent tidak bertanggung jawab atas dan tidak berkewajiban atas ganti rugi atau kerugian yang timbul dari penggunaan Piranti Lunak Pihak Ketiga, dan Tencent tidak merekomendasikan, mendukung, atau menjamin kualitas, keandalan, atau kesesuaian Piranti Lunak Pihak Ketiga apa pun. Anda setuju bahwa penggunaan dan penyediaan Piranti Lunak Pihak Ketiga adalah atas risiko Anda sendiri. Anda harus mematuhi dan memastikan bahwa Pengguna Akhir Anda mematuhi syarat dan

ketentuan yang berlaku untuk Piranti Lunak Pihak Ketiga. Tencent tidak menyediakan dukungan teknis untuk Piranti Lunak Pihak Ketiga.

(h) Akses ke Perangkat Anda. Agar Tencent dapat menyediakan Layanan, Tencent mungkin perlu mengakses dan menggunakan perangkat yang Anda miliki atau kendalikan. Contohnya, Tencent mungkin perlu mengakses prosesor dan penyimpanan dalam suatu perangkat untuk menyelesaikan instalasi Piranti Lunak. Tencent dapat memberikan informasi lebih lanjut mengenai bagaimana Tencent Cloud mengakses perangkat terkait di dalam Tencent Cloud. Anda setuju untuk memfasilitasi dan/atau memberikan kepada Tencent akses ke perangkat untuk tujuan ini, dan Anda mengakui bahwa jika Anda tidak memberikan akses, Tencent mungkin tidak dapat menyediakan Layanan (atau fitur tertentu di dalam Layanan) kepada Anda. Anda mengakui bahwa Tencent dapat menggunakan atau mengakses Data Pribadi di dalam perangkat selama pelaksanaan penyediaan Tencent Cloud, sebagaimana ditetapkan lebih lanjut dalam Kebijakan Privasi. Sejauh Perjanjian Pemrosesan dan Keamanan Data berlaku untuk penggunaan atau pengaksesan Data Pribadi tersebut, Anda setuju bahwa Tencent dapat menggunakan atau mengakses Data Pribadi tersebut sesuai dengan Perjanjian Pemrosesan dan Keamanan Data.

5. BIAYA DAN PEMBAYARAN

(a) Anda dapat, dari waktu ke waktu, diminta untuk melakukan pembayaran kepada kami sebagai bagian dari penggunaan Layanan oleh Anda ("**Biaya**"). Kecuali sebagaimana ditetapkan lain dalam ketentuan khusus wilayah atau ketentuan khusus Layanan, semua Biaya tidak dapat dikembalikan dan belum termasuk Pajak. Anda setuju bahwa Anda sepenuhnya bertanggung jawab untuk membayar semua Biaya dan Pajak yang terkait dengan pembayaran tersebut. Semua pembayaran yang dilakukan oleh Anda harus dilakukan bebas dan bersih dari dan tanpa dikurangi pajak, perjumpaan utang, potongan, atau klaim balik apa pun. Sejauh Anda diwajibkan oleh hukum yang berlaku untuk melakukan pengurangan atau pemotongan pajak tersebut, Anda harus memberikan kepada kami bukti potong pajak resmi atau dokumentasi pendukung lainnya yang sesuai dalam waktu 30 hari setelah pembayaran pengurangan atau pemotongan pajak tersebut dan menaikkan jumlah yang dibayarkan kepada kami sejauh diperlukan untuk memastikan bahwa kami menerima jumlah yang sama dengan jumlah yang seharusnya kami terima seandainya pengurangan atau pemotongan tersebut tidak dilakukan. "**Pajak**" adalah bea, bea cukai, atau pajak (selain pajak penghasilan Tencent) yang terkait dengan pembelian Layanan, termasuk denda, bunga, atau tambahan lain terkait dengannya.

(b) Pada saat Anda membuat Akun atau dengan cara lain mendaftar untuk Layanan, Anda dapat diminta untuk menyediakan kartu kredit, dan setelahnya cara pembayaran lain mungkin dapat dihubungkan ke Akun Anda (masing-masing "**Metode Pembayaran**"). Anda setuju bahwa (tunduk pada peraturan perundang-undangan yang berlaku): (i) Anda memberikan izin kepada kami untuk: (1) menyimpan informasi Metode Pembayaran yang Anda pilih (misalnya, informasi kartu kredit) di sistem kami atau sistem milik pemroses pembayaran kami; dan (2) secara berkala menagih Layanan yang digunakan selama satu bulan sebelumnya atau berdasarkan struktur pembayaran lain yang kami setujui ke Metode Pembayaran yang Anda pilih; dan (ii) jika pembayaran yang dilakukan melalui Metode Pembayaran yang Anda pilih ditolak, dibatalkan, belum diterima oleh kami, atau dikembalikan tanpa adanya pembayaran karena

alasan apa pun: (1) kami dapat membatasi, menanggukkan, atau mengakhiri akses Anda atau Pengguna Akhir Anda ke Layanan (dalam masing-masing hal seluruhnya atau sebagian) hingga pembayaran Anda diproses dengan benar; (2) biaya akan terus berjalan dan Anda bertanggung jawab kepada kami atas Biaya, ongkos, pengeluaran, atau jumlah lainnya yang kami tanggung yang timbul dari penolakan, pembatalan, atau pengembalian tersebut (dan kami dapat membebankan jumlah tersebut kepada Anda); dan (3) kami dapat membebankan biaya keterlambatan hingga jumlah maksimum yang diizinkan berdasarkan hukum. Kami akan mengirimkan tagihan kepada Anda pada atau sekitar hari kedua di suatu bulan untuk Layanan yang digunakan selama satu bulan sebelumnya dan akan membebankan tagihan ke Metode Pembayaran Anda pada saat kami menerbitkan tagihan Anda.

(c) Penerbit kartu Anda mungkin membebankan biaya penanganan atau biaya pemrosesan daring kepada Anda sehubungan dengan pembayaran Biaya oleh Anda. Kami tidak bertanggung jawab atas biaya ini.

(d) Sejauh diizinkan berdasarkan hukum yang berlaku, Tencent dapat sewaktu-waktu menaikkan atau memberlakukan Biaya dan beban baru untuk Layanan yang telah ada setelah memberikan pemberitahuan sebelumnya. Setiap biaya baru atau perubahan biaya akan berlaku untuk Layanan terhitung sejak tanggal yang disebutkan dalam pemberitahuan terkait, atau jika tanggal tersebut tidak disebutkan, maka akan berlaku segera.

(e) Jika Anda dan Tencent menyepakati ketentuan pembayaran atau Metode Pembayaran lain secara tertulis (termasuk surel), maka ketentuan lain tersebut akan berlaku dalam hal terjadi ketidaksesuaian dengan Pasal ini.

(f) Anda akan memberikan bantuan, termasuk informasi, sebagaimana diperlukan oleh Tencent dalam rangka menetapkan dan memvalidasi sejauh mana Tencent berkewajiban secara hukum untuk memungut Pajak dari Anda.

6. DUKUNGAN TEKNIS DAN TINGKAT LAYANAN

(a) SLA. Tencent akan melakukan upaya yang wajar secara komersial untuk menyediakan Layanan terkait sesuai dengan perjanjian(-perjanjian) tingkat layanan (service level agreement) (“**SLA**”) yang terkait dan saat itu sedang berlaku, jika ada, yang ditetapkan dalam Ketentuan Tambahan. Para pihak mengakui dan menyepakati bahwa, terlepas dari ketentuan apa pun yang bertentangan dalam Ketentuan ini, upaya perbaikan satu-satunya dan eksklusif yang akan Anda terima atas pelanggaran SLA adalah kredit layanan yang berlaku sebagaimana ditetapkan dan berdasarkan SLA yang berlaku.

(b) Dukungan untuk Layanan. Kecuali sejauh diwajibkan oleh hukum yang berlaku sehubungan dengan konsumen, Tencent tidak berkewajiban untuk menyediakan dukungan teknis atau layanan lainnya kecuali Anda telah membeli layanan dukungan. Anda mengakui dan menyetujui bahwa dukungan teknis atau layanan lainnya dapat membuat Anda harus membayar ongkos tambahan dan Biaya lainnya.

(c) Dukungan untuk Aplikasi. Anda bertanggung jawab atas operasi, integrasi, dan dukungan teknis untuk Aplikasi Anda.

7.KEWAJIBAN ANDA

(a) Kepatuhan. Anda sepenuhnya bertanggung jawab atas Aplikasi dan Data Pengguna Anda dan untuk memastikan Aplikasi dan Data Pengguna Anda sesuai dengan Ketentuan ini (termasuk Ketentuan Tambahan) dan bahwa penggunaan hal-hal tersebut sehubungan dengan Layanan sesuai dengan hukum yang berlaku. Tencent berhak untuk meninjau semua Aplikasi guna memastikan kepatuhan Anda terhadap Ketentuan ini. Anda mengakui dan menyetujui bahwa Anda bertanggung jawab atas semua penggunaan Layanan oleh Pengguna Akhir, pengaksesan Aplikasi dan Data Pengguna oleh Pengguna Akhir, aktivitas menggunakan Akun, dan untuk dengan cara lain memastikan bahwa masing-masing Pengguna Akhir mematuhi Ketentuan ini.

(b) Privasi. Anda mengakui dan menyetujui bahwa Anda sepenuhnya bertanggung jawab atas pemrosesan Data Pribadi sehubungan dengan Pengguna Akhir dan setiap orang yang Data Pribadinya termuat dalam Data Pengguna, dan akan melindungi privasi Pengguna Akhir dan orang tersebut, dan akan mematuhi semua peraturan perundang-undangan yang berlaku sehubungan dengan hal tersebut (termasuk dengan melakukan pengungkapan, dan memperoleh persetujuan, sebagaimana diperlukan untuk memastikan Data Pribadi Pengguna Akhir atau setiap orang yang Data Pribadinya termuat dalam Data Pengguna dapat diproses oleh Layanan). Anda akan sepenuhnya bertanggung jawab atas pengaksesan, pemantauan, penggunaan, atau pengungkapan Data Pribadi yang diberikan oleh Pengguna Akhir melalui Layanan. Sejauh Data Pribadi termuat dalam Data Pengguna, para pihak sepakat bahwa pemrosesan Data Pribadi tersebut akan dilakukan sesuai dengan Perjanjian Pemrosesan dan Keamanan Data. Anda setuju bahwa Anda tidak akan menyediakan Data Pengguna untuk diproses pada Layanan kecuali diizinkan secara hukum untuk melakukan demikian.

(c) Pembatasan. Anda tidak akan, dan tidak akan mengizinkan Para Afiliasi, karyawan, dan kontraktor-kontraktor Anda dan pihak ketiga mana pun yang berada di bawah kendali, manajemen, pengawasan, atau lainnya oleh Anda untuk: (i) menyalin, memodifikasi, membuat karya turunan dari, melakukan rekayasa balik, mendekompilasi, menerjemahkan, membongkar, atau dengan cara lain mencoba untuk mengekstrak setiap atau seluruh kode sumber Layanan (kecuali sejauh pembatasan tersebut dilarang secara tegas oleh hukum yang berlaku, dan jika Anda diizinkan oleh hukum untuk melakukan rekayasa balik, Anda akan menghubungi Tencent untuk memperoleh informasi yang dibutuhkan sebelum melakukan rekayasa balik tersebut); (ii) menggunakan Layanan untuk operasi fasilitas nuklir, pemanduan lalu lintas udara, atau sistem dukungan hidup, jika penggunaan atau kegagalan Layanan dapat mengakibatkan kematian, cedera diri, atau kerusakan lingkungan; (iii) menggunakan Layanan sebagai tolok ukur atau dengan cara apa pun yang bersaing dengan Layanan; (iv) mensublisensikan, menjual kembali, atau mendistribusikan setiap atau seluruh Layanan secara terpisah dari Aplikasi terintegrasi; atau (v) mengakses Layanan dengan cara yang dimaksudkan untuk menghindari Biaya yang timbul atau dengan cara lain menghindari batasan penggunaan. Sejauh Anda memilih Wilayah Layanan yang mencakup Amerika Serikat, Anda tidak akan, dan tidak akan mengizinkan Para Afiliasi, karyawan, dan kontraktor-kontraktor Anda dan pihak ketiga yang berada di bawah kendali, manajemen, pengawasan, atau lainnya oleh Anda untuk: (i) memproses atau menyimpan Data Pengguna yang tunduk pada International Traffic in Arms Regulations yang dikelola oleh Kementerian Luar Negeri Amerika

Serikat; dan/atau (ii) memproses atau menyimpan Data Pengguna yang tunduk pada Health Insurance Portability and Accountability Act of 1996 sebagaimana dapat diubah dari waktu ke waktu, atau setiap peraturan yang dikeluarkan berdasarkan.

8.HAK KEKAYAAN INTELEKTUAL DAN DATA PENGGUNA

(a) Hak Kekayaan Intelektual Tencent Cloud. Anda setuju bahwa semua Hak Kekayaan Intelektual dalam dan atas Layanan, sebagaimana halnya antara Anda dan Tencent, akan menjadi milik Tencent, atau pemberi lisensi Tencent, sebagaimana berlaku. Kecuali sebagaimana ditetapkan secara tegas dalam Ketentuan ini dan sejauh diizinkan berdasarkan hukum yang berlaku, Tencent tidak memberikan kepada Anda lisensi atau hak lainnya, baik tersirat ataupun tidak, dalam atau atas Hak Kekayaan Intelektual Tencent. "**Hak Kekayaan Intelektual**" adalah semua hak di seluruh dunia yang ada saat ini dan di masa depan berdasarkan hukum paten, hak cipta, rahasia dagang, merek dagang, atau hak moral, dan hak serupa lainnya.

(b) Informasi Rahasia Tencent. "**Informasi Rahasia Tencent**" adalah informasi yang Tencent (atau Afiliasi) ungkapkan kepada Anda berdasarkan Ketentuan ini, dan yang ditandai sebagai rahasia atau secara wajar seharusnya dianggap rahasia berdasarkan sifat informasi tersebut dan keadaan pengungkapan informasi tersebut. Anda tidak akan mengungkapkan Informasi Rahasia Tencent kecuali kepada Para Afiliasi, karyawan, dan kontraktor-kontraktor Anda yang perlu mengetahui Informasi Rahasia Tencent untuk tujuan menggunakan hak Anda dan melaksanakan kewajiban Anda berdasarkan Ketentuan ini, dan yang telah menyetujui secara tertulis kewajiban kerahasiaan yang sedikitnya sama protektifnya dengan Ketentuan ini. Anda akan, dan akan mengambil tindakan yang sesuai untuk, memastikan bahwa Para Afiliasi, karyawan, dan kontraktor-kontraktor Anda: (i) menerapkan sedikitnya tingkat kehati-hatian yang wajar untuk melindungi kerahasiaan Informasi Rahasia Tencent; dan (ii) tidak menggunakan Informasi Rahasia Tencent untuk tujuan selain menggunakan hak Anda dan melaksanakan kewajiban Anda berdasarkan Ketentuan ini. Namun, Anda juga dapat mengungkapkan Informasi Rahasia Tencent sejauh diwajibkan oleh undang-undang, peraturan, atau perintah pemerintah yang berlaku, dengan ketentuan bahwa Anda melakukan upaya yang wajar secara komersial, jika diizinkan secara hukum, untuk: (i) segera memberitahukan kepada Tencent tentang kewajiban pengungkapan tersebut sebelum mengungkapkan Informasi Rahasia Tencent; dan (ii) memberikan kepada Tencent informasi yang diminta secara wajar untuk membantu Tencent dalam permohonan perintah perlindungan atau perlakuan rahasia lainnya untuk Informasi Rahasia Tencent tersebut.

(c) Umpan Balik. Jika Anda memberikan kepada Tencent atau Para Afiliasinya saran, ide, komentar, atau umpan balik lainnya tentang Layanan ("**Umpan Balik**"), Tencent dan Para Afiliasinya dapat menggunakan dan dengan cara lain memanfaatkan Umpan Balik tersebut tanpa pembatasan dan tanpa kewajiban kepada Anda.

(d) Data Pengguna.

(i) "**Data Pengguna**" adalah data, informasi, media, atau konten lainnya yang diberikan oleh atau atas nama Anda atau Pengguna Akhir Anda ke Layanan, termasuk tetapi tidak terbatas pada Data Pribadi, tetapi tidak termasuk data

yang diberikan kepada Tencent atau Para Afiliasinya sebagai bagian dari Akun umum Anda.

(ii) Dengan ini Anda memberikan kepada Tencent lisensi tidak eksklusif yang dapat disublisensikan untuk mengakses, menyalin, dan menggunakan Data Pengguna guna menyediakan Layanan, dan/atau dengan cara lain menggunakan Data Pengguna tersebut sesuai dengan Ketentuan ini.

(iii) Anda mengakui dan menyetujui bahwa Tencent dapat mengungkapkan Data Pengguna kepada pihak ketiga dengan atau tanpa memberikan pemberitahuan kepada Anda: (1) untuk mematuhi hukum yang berlaku atau melindungi hak Tencent; atau (2) untuk mematuhi perintah pengadilan, permintaan yang sah dari pemerintah atau penegak hukum, atau proses hukum lainnya. Tencent juga dapat memblokir atau menghapus Data Pengguna sebagaimana diwajibkan oleh hukum yang berlaku, yang dalam hal ini, Tencent akan melakukan upaya yang wajar secara komersial untuk segera memberitahukan kepada Anda jika diizinkan secara hukum.

(iv) Anda sepenuhnya bertanggung jawab untuk memelihara dan membuat cadangan Data Pengguna. Anda menyatakan dan menjamin bahwa: (1) Anda memiliki semua hak yang diperlukan untuk memberikan Data Pengguna kepada Tencent, agar Tencent dapat menggunakan Data Pengguna tersebut sebagaimana diatur dalam Ketentuan ini, dan agar Anda dapat menggunakannya sehubungan dengan penggunaan Layanan oleh Anda; dan (2) Data Pengguna, dan penggunaan Data Pengguna oleh Anda melalui Layanan tidak melanggar hukum apa pun atau hak siapa pun. Anda adalah pemegang Hak Kekayaan Intelektual yang mungkin Anda miliki dalam Data Pengguna.

9. JANGKA WAKTU DAN PENGAKHIRAN; PENANGGUHAN

(a) Jangka Waktu. Ketentuan ini akan mulai berlaku saat Anda menyetujui Ketentuan ini atau pertama kali mengunduh, menginstal, mengakses, atau menggunakan Layanan dan terus melakukannya hingga diakhiri sebagaimana ditetapkan di bawah ("**Jangka Waktu**").

(b) Pengakhiran, Penangguhan, dan/atau Modifikasi oleh Tencent. Sejauh diizinkan berdasarkan hukum yang berlaku, Tencent dapat, atas kebijaksanaannya sendiri, mengakhiri Ketentuan ini, atau menangguhkan, memodifikasi, membatasi, atau mengakhiri akses Anda ke atau penggunaan Layanan atau aspek mana pun dari Layanan oleh Anda, seluruhnya atau sebagian, atau sehubungan dengan Wilayah Layanan atau wilayah segera setelah memberikan pemberitahuan tertulis kepada Anda jika:

(i) Anda melanggar ketentuan dalam Ketentuan ini;

(ii) Anda belum membayar Biaya atau jumlah lainnya yang terutang oleh Anda kepada Tencent dalam waktu 30 hari setelah tanggal jatuh tempo yang berlaku;

(iii) Tencent secara wajar meyakini bahwa Anda atau Pengguna Akhir telah melanggar hukum yang berlaku, atau terlibat dalam aktivitas kecurangan atau penipuan, sehubungan dengan penggunaan Layanan;

- (iv) Anda memulai proses likuidasi, pengampunan administratif, kepailitan atau membuat kesepakatan sukarela dengan kreditur Anda atau tidak mampu membayar utang Anda saat utang tersebut jatuh tempo;
- (v) Tencent diwajibkan untuk melakukan demikian oleh hukum yang berlaku, perintah pengadilan, atau persyaratan yang diberlakukan oleh badan pemerintah, atau jika Tencent dengan cara lain menetapkan bahwa melakukan demikian adalah wajar dalam rangka memastikan bahwa Tencent tidak melanggar atau berisiko melanggar hal-hal tersebut; atau
- (vi) persyaratan berdasarkan peraturan atau persyaratan lainnya yang ada saat ini atau di masa depan (1) membuat Tencent memiliki kewajiban yang tidak umum berlaku untuk usaha yang beroperasi di suatu Wilayah Layanan; (2) akan mengakibatkan kesulitan bagi Tencent untuk terus menawarkan Layanan(-Layanan) yang terdampak; atau (3) Tencent secara wajar meyakini mungkin tidak sesuai dengan Ketentuan ini atau Layanan.
- (c) Pengakhiran oleh Anda. Anda dapat sewaktu-waktu mengakhiri Akun Anda dan Ketentuan ini dengan mengikuti instruksi yang diberikan di dalam Layanan. Kecuali sebagaimana ditetapkan dalam ketentuan khusus wilayah atau ketentuan khusus Layanan, jika Anda mengakhiri Akun Anda dan Ketentuan ini, Anda tidak berhak atas pengembalian Biaya yang telah dibayarkan kepada Tencent.
- (d) Tidak Ada Tanggung Jawab atas Pengakhiran. Kecuali sebagaimana diwajibkan secara tegas oleh hukum, jika salah satu pihak mengakhiri Ketentuan ini sesuai dengan ketentuan tersebut di atas, tidak ada pihak yang akan bertanggung jawab kepada pihak lainnya akibat pengakhiran tersebut, atas pengeluaran atau komitmen yang dibuat sehubungan dengan Ketentuan ini atau ganti rugi yang disebabkan oleh hilangnya prospek keuntungan atau antisipasi penjualan. Namun, pengakhiran tidak akan membebaskan pihak mana pun dari kewajiban yang timbul sebelum tanggal berlaku pengakhiran.
- (e) Dampak Penangguhan. Jika Tencent membatasi atau menangguhkan akses Anda ke setiap atau seluruh Layanan, atau dengan cara lain memodifikasi Layanan berdasarkan Ketentuan ini: (i) jika Layanan ditangguhkan, Anda tetap bertanggung jawab atas semua Biaya yang terakumulasi hingga tanggal penangguhan (termasuk jika biaya tersebut timbul sebelum tanggal penangguhan tetapi pelaksanaan kewajiban terkait dilakukan setelah tanggal penangguhan); (ii) Anda tetap bertanggung jawab atas biaya yang berlaku untuk setiap bagian dari Layanan (termasuk bagian dari Layanan yang dimodifikasi) yang aksesnya Anda miliki; dan (iii) Anda tidak akan berhak atas kredit layanan berdasarkan SLA yang berlaku selama periode penangguhan, modifikasi, atau pembatasan.
- (f) Dampak Pengakhiran.
- (i) Pada saat pengakhiran atau berakhirnya Ketentuan ini: (1) Anda akan membayar kepada Tencent Biaya atau jumlah lainnya yang terutang berdasarkan Ketentuan ini dalam waktu 30 hari sejak pengakhiran atau berakhirnya

Ketentuan ini; (2) Anda akan menghapus Piranti Lunak dan menghapus Aplikasi dan Data Pengguna dari Layanan; (3) hak Anda berdasarkan Ketentuan ini akan langsung berakhir; dan (4) berdasarkan permintaan dari Tencent, Anda akan melakukan upaya yang wajar secara komersial untuk mengembalikan atau memusnahkan semua Informasi Rahasia Tencent. Tencent tidak berkewajiban untuk menyediakan akses ke Data Pengguna kepada Anda setelah pengakhiran Ketentuan ini.

(ii) Selain itu, ketentuan berikut akan tetap berlaku setelah pengakhiran Ketentuan ini: Pasal 1, 3, 5, 7, 8, 9(d), (e), (f), 10, 11, 12, dan 13.

10. PENAFIAN

Penafian Jaminan. SEJAUH DIIZINKAN BERDASARKAN HUKUM YANG BERLAKU, LAYANAN DAN PIRANTI LUNAK DISEDIAKAN ATAS DASAR “SEBAGAIMANA ADANYA” DAN “SEBAGAIMANA TERSEDIA,” DAN BAIK TENCENT MAUPUN PEMBERI LISENSI ATAU PARA AFILIASI, PENYEDIA ATAU DISTRIBUTORNYA, TIDAK MEMBUAT, DAN DENGAN INI TENCENT MENAFIKAN ATAS NAMA DIRINYA SENDIRI DAN ORANG-ORANG TERSEBUT, PERNYATAAN ATAU JAMINAN, BAIK YANG DIBUAT SECARA TERSURAT, TERSIRAT, ATAUPUN STATUTORI, MENGENAI TENCENT CLOUD, PIRANTI LUNAK ATAU LAYANAN LAINNYA, ATAU MEDIA ATAU KONTEN LAINNYA YANG DIBERIKAN, DIUNGGAH, DISIMPAN, DITRANSMISIKAN, ATAU DITAMPILKAN OLEH ATAU MELALUI LAYANAN, TERMASUK PERNYATAAN, JAMINAN, ATAU JANJI:

- (a) BAHWA LAYANAN ATAU PIRANTI LUNAK TIDAK AKAN TERGANGGU, AKAN AMAN, ATAU BEBAS DARI GANGGUAN ATAU BEBAS DARI VIRUS ATAU KOMPONEN BERBAHAYA LAINNYA;
- (b) YANG TIMBUL DARI PRAKTIK BERTRANSAKSI SEBELUMNYA ATAU PRAKTIK PERDAGANGAN;
- (c) BAHWA DATA PENGGUNA TIDAK AKAN HILANG ATAU RUSAK;
- (d) BAHWA TIDAK AKAN ADA PELANGGARAN;
- (e) BAHWA LAYANAN ATAU PIRANTI LUNAK AKAN AMAN ATAU KOMPATIBEL DENGAN JARINGAN, SISTEM, APLIKASI, PERANGKAT KERAS, ATAU PERANGKAT MILIK ANDA ATAU PENGGUNA AKHIR ANDA; ATAU
- (f) BAHWA LAYANAN AKAN MEMILIKI KUALITAS YANG LAYAK UNTUK DIPERDAGANGKAN ATAU MEMUASKAN ATAU SESUAI UNTUK TUJUAN TERTENTU. UNTUK MENGHINDARI KERAGUAN, LAYANAN TIDAK DIDESAIN ATAU DIMAKSUDKAN UNTUK AKTIVITAS BERISIKO TINGGI.

11. BATASAN TANGGUNG JAWAB; GANTI RUGI

(a) Batasan Tanggung Jawab. TUNDUK PADA PASAL 11(C) DI BAWAH, SEJAUH DIIZINKAN BERDASARKAN HUKUM YANG BERLAKU, TOTAL TANGGUNG JAWAB AGREGAT TENCENT DAN PARA AFILIASINYA, DI SATU SISI, DAN ANDA DI SISI LAIN, ATAS SEMUA TUNTUTAN YANG TIMBUL SEHUBUNGAN DENGAN KETENTUAN INI, LAYANAN, DAN PIRANTI LUNAK, BERDASARKAN DASAR GUGATAN ATAU TEORI TANGGUNG JAWAB APA PUN, DAN MESKIPUN SUATU PIHAK TELAH DIBERITAHUKAN TENTANG KEMUNGKINAN KERUGIAN ATAU GANTI RUGI TERSEBUT, AKAN DIBATASI SEBESAR TOTAL BIAYA YANG TELAH ANDA BAYARKAN KEPADA TENCENT BERDASARKAN KETENTUAN INI DALAM WAKTU 12 BULAN SEBELUM TANGGAL PERTAMA KALI TERJADINYA PERISTIWA YANG MENAKIBATKAN TANGGUNG

JAWAB TERSEBUT. NAMUN, TANGGUNG JAWAB PIHAK MANA PUN TIDAK DIBATASI ATAU DIKECUALIKAN ATAS HAL-HAL YANG TANGGUNG JAWABNYA TIDAK DAPAT DIBATASI ATAU DIKECUALIKAN BERDASARKAN HUKUM YANG BERLAKU.

(b) Penafian Ganti Rugi. SEJAUH DIIZINKAN BERDASARKAN HUKUM YANG BERLAKU, BAIK TENCENT, MAUPUN PARA AFILIASINYA ATAU PEMBERI LISENSINYA TIDAK AKAN BERTANGGUNG JAWAB KEPADA ANDA BERDASARKAN DASAR GUGATAN ATAU TEORI TANGGUNG JAWAB APA PUN, MESKIPUN TELAH DIBERITAHUKAN TENTANG KEMUNGKINAN GANTI RUGI TERSEBUT, ATAS: (i) GANTI RUGI TIDAK LANGSUNG (INDIRECT), BERUPA BIAYA TAMBAHAN (INCIDENTAL), MATERIEL (SPECIAL), AKIBAT HILANGNYA PENDAPATAN TERTENTU (CONSEQUENTIAL), ATAU BERSIFAT MENGHUKUM (EXEMPLARY); (ii) TIDAK TERSEDIA LAYANAN (KECUALI SEBAGAIMANA DITENTUKAN BERDASARKAN PASAL 6(a)); (iii) APLIKASI ATAU HAK KEKAYAAN INTELEKTUAL MILIK ANDA; ATAU (iv) KEHILANGAN DATA, HILANGNYA LABA, MUHIBAH, PENDAPATAN, PELANGGAN, ATAU KESEMPATAN; DALAM MASING-MASING HAL, SEHUBUNGAN DENGAN LAYANAN DAN KETENTUAN INI.

(c) Tanggung Jawab Tidak Terbatas. TIDAK ADA KETENTUAN APA PUN DALAM KETENTUAN INI YANG MENGEKUALIKAN ATAU MEMBATASI TANGGUNG JAWAB ANDA ATAS:

- (i) KEWAJIBAN PEMBAYARAN ANDA BERDASARKAN KETENTUAN INI;
- (ii) KEWAJIBAN GANTI RUGI ANDA BERDASARKAN PASAL 11(F);
- (iii) PELANGGARAN ANDA TERHADAP HAK KEKAYAAN INTELEKTUAL KAMI, AFILIASI KAMI, ATAU PEMBERI LISENSI KAMI; ATAU
- (iv) AKTIVITAS PENIPUAN ATAU PERNYATAAN SALAH DENGAN TUJUAN MENIPU.

(d) Penafian Tanggung Jawab Tertentu. Tanpa membatasi Pasal 11(a) atau 11(b), jika Layanan mengalami gangguan karena alasan-alasan yang ditetapkan di bawah, Tencent menafikan tanggung jawab atas kerugian atau ganti rugi sejauh disebabkan oleh hal-hal berikut:

- (i) penyebab yang dapat diatribusikan kepada operator infrastruktur, termasuk tetapi tidak terbatas pada penyesuaian teknis yang dilakukan oleh operator telekomunikasi, kerusakan pada kabel telekomunikasi/listrik, instalasi, modifikasi, atau pemeliharaan jaringan telekomunikasi/sumber daya listrik oleh operator telekomunikasi/listrik;
- (ii) penggunaan Layanan oleh Anda dengan cara yang tidak diizinkan oleh Tencent;
- (iii) operasi yang tidak benar oleh Anda atau kegagalan Perangkat Lunak, sistem, perangkat keras, atau kabel telekomunikasi komputer Anda; atau
- (iv) keadaan lainnya yang tidak dapat diatribusikan ke kesalahan dari, berada di luar kendali dari, atau tidak dapat diprediksi secara wajar oleh, Tencent.

(e) Ganti Rugi oleh Tencent.

(i) Tencent akan melakukan pembelaan atau, atas pilihannya, menyelesaikan tuntutan, tuduhan, gugatan, atau proses hukum pihak ketiga (“**Tuntutan**”) yang diajukan terhadap Anda yang menuduhkan bahwa penggunaan Layanan oleh Anda sesuai dengan Ketentuan ini melanggar paten atau hak cipta pihak ketiga. Tencent akan memiliki kendali penuh atas negosiasi pembelaan atau penyelesaian, dan Tencent setuju untuk membayar, tunduk pada batasan yang

ditetapkan dalam Ketentuan ini, putusan akhir yang dijatuhkan terhadap Anda dan jumlah yang disepakati dalam penyelesaian oleh Tencent sebagai akibat dari pelanggaran tersebut dalam Tuntutan yang pembelaannya dilakukan oleh Tencent; dengan ketentuan bahwa Anda memberikan kepada Tencent: (1) pemberitahuan tertulis segera tentang Tuntutan; (2) kendali penuh atas pembelaan dan penyelesaian Tuntutan; dan (3) semua informasi dan bantuan yang diminta secara wajar, untuk menyelesaikan atau melakukan pembelaan terhadap Tuntutan.

(ii) Dalam hal Tuntutan diajukan atau, menurut pendapat Tencent, kemungkinan besar akan diajukan, Tencent dapat, atas pilihan dan biayanya sendiri: (1) memastikan hak Anda untuk terus menggunakan Layanan yang berlaku; (2) memodifikasi Layanan, atau mengganti Layanan dengan Piranti Lunak atau layanan yang tidak mengandung pelanggaran yang tidak secara materiel mengurangi fungsionalitas Layanan; atau (3) jika kedua hal tersebut di atas tidak memungkinkan untuk dilakukan secara komersial dan wajar, mengakhiri Ketentuan ini dan memberitahukan kepada Anda agar menghentikan penggunaan Layanan yang berlaku.

(iii) Tencent tidak akan berkewajiban kepada Anda berdasarkan Pasal 11(e) ini sejauh Tuntutan timbul dari: (1) pelanggaran Anda terhadap Ketentuan ini; (2) Data Pengguna; (3) penggunaan Piranti Lunak atau Layanan yang dikombinasikan dengan produk, layanan, data, Piranti Lunak, perangkat keras, atau proses bisnis yang tidak disediakan oleh Tencent, jika tuduhan pelanggaran didasarkan pada kombinasi tersebut; (4) penggunaan Layanan atau Piranti Lunak dengan versi yang bukan versi terbaru atau tidak didukung; (5) modifikasi Piranti Lunak atau Layanan oleh pihak selain Tencent atau Para Afiliasinya; (6) penerapan standar atau protokol industri yang diperlukan atau kepatuhan terhadap peraturan perundang-undangan yang berlaku; atau (7) tanggung jawab yang timbul dari penggunaan Layanan oleh Anda atau Pengguna Akhir setelah Tencent memberitahukan kepada Anda agar menghentikan penggunaan tersebut.

(iv) PASAL 11 INI MENYATAKAN KESELURUHAN TANGGUNG JAWAB TENCENT, DAN UPAYA PERBAIKAN SATU-SATUNYA DAN EKSKLUSIF BAGI ANDA, SEHUBUNGAN DENGAN TUNTUTAN PELANGGARAN ATAU PENYALAHGUNAAN HAK KEKAYAAN INTELEKTUAL SEHUBUNGAN DENGAN LAYANAN.

(f) Ganti Rugi oleh Anda.

(i) Anda akan membela, mengganti rugi, dan membebaskan Tencent, Para Afiliasinya, dan setiap agen, pemberi lisensi, karyawan, pejabat, dan direkturnya masing-masing dari dan terhadap Tuntutan sejauh Tuntutan tersebut timbul dari atau berhubungan dengan:

(1) Aplikasi, produk, layanan, atau Data Pengguna Anda, termasuk tanpa batasan, tuduhan pelanggaran atau penyalahgunaan Hak Kekayaan Intelektual pihak ketiga terhadapnya;

(2) penggunaan Layanan atau Piranti Lunak oleh Anda atau Pengguna Akhir Anda, termasuk tanpa batasan, (A) tuduhan pelanggaran Undang-Undang Perlindungan Data (sebagaimana didefinisikan dalam Perjanjian Pemrosesan dan Keamanan Data) oleh Anda, (Para) Pengguna Akhir Anda, Tencent, atau (Para) Afiliasinya sehubungan dengan penggunaan tersebut; (B) tuduhan pelanggaran peraturan perundang-undangan lainnya yang berlaku oleh Anda, Pengguna Akhir Anda, Tencent, atau Para Afiliasinya sehubungan dengan penggunaan tersebut; (C) tuduhan

pelanggaran hak pihak ketiga oleh Anda, Pengguna Akhir Anda, Tencent, atau Para Afiliasinya; dan/atau (D) penggunaan tertentu yang akan menjadi pelanggaran terhadap Ketentuan ini; dan/atau (3) penggunaan produk, layanan, data, Piranti Lunak, perangkat keras, atau proses bisnis yang tidak disediakan oleh atau atas nama Tencent atau Para Afiliasinya.

(ii) Tencent akan memberikan kepada Anda: (1) pemberitahuan tertulis segera tentang Tuntutan; dan (2) bantuan yang wajar, atas biaya Anda, untuk melakukan pembelaan atau menyelesaikan Tuntutan tersebut. Tencent dan Para Afiliasinya memiliki hak untuk menunjuk penasihat hukum tambahan yang dipilihnya untuk berpartisipasi dalam pembelaan atau penyelesaian Tuntutan, yang dalam hal ini penasihat hukum yang Anda tunjuk akan berkonsultasi dengan penasihat hukum yang ditunjuk oleh Tencent atau Para Afiliasinya dan akan memberikan Tencent dan Para Afiliasinya kesempatan untuk memberikan komentar tentang strategi pembelaan dan penyelesaian.

(iii) Atas pilihan Anda, Anda dapat menyelesaikan Tuntutan tersebut, dengan ketentuan bahwa penyelesaian yang mengharuskan Tencent atau Para Afiliasinya atau para agen, pemberi lisensi, karyawan, pejabat, atau direktornya untuk mengakui tanggung jawab, membayar uang, atau melakukan atau tidak melakukan tindakan apa pun akan memerlukan persetujuan tertulis sebelumnya dari Tencent atau Afiliasi tersebut (yang tidak boleh ditahan, diberikan syarat, atau ditunda secara tidak wajar).

(iv) Tanpa membatasi ketentuan tersebut di atas, Anda setuju untuk membayar putusan akhir yang dijatuhkan terhadap Tencent atau Para Afiliasinya atau pemberi lisensi, karyawan, pejabat, dan direktornya, termasuk tanpa batasan, ganti rugi, ongkos, denda, biaya, pencairan keuntungan (disgorgement), restitusi, dan bunga, atau dalam hal penyelesaian, jumlah penyelesaian yang disetujui oleh Anda, sebagai akibat dari Tuntutan tersebut. Anda juga setuju untuk memberikan penggantian kepada kami atas ongkos dan biaya pengacara yang wajar yang dikeluarkan dalam menanggapi panggilan pihak ketiga, perintah hukum, atau proses lainnya yang terkait dengan Tuntutan tersebut.

(g) Pengalokasian Risiko Secara Independen. MASING-MASING KETENTUAN DALAM KETENTUAN INI YANG MENGATUR BATASAN TANGGUNG JAWAB, PENAFIAN JAMINAN, ATAU PENGECUALIAN GANTI RUGI DIMAKSUDKAN UNTUK MENGALOKASIKAN RISIKO KETENTUAN INI ANTARA ANDA DAN TENCENT. PENGALOKASIAN INI TERCERMIN DALAM BIAYA YANG DIBEBANKAN OLEH TENCENT KEPADA ANDA DAN MERUPAKAN ELEMEN PENTING DARI DASAR KESEPAKATAN ANTARA ANDA DAN TENCENT. MASING-MASING KETENTUAN INI BERSIFAT DAPAT DIPISAHKAN DAN INDEPENDEN DARI SEMUA KETENTUAN LAINNYA DALAM KETENTUAN INI, DAN MASING-MASING KETENTUAN INI AKAN BERLAKU MESKIPUN UPAYA PERBAIKAN TERBATAS DALAM KETENTUAN INI TIDAK BERHASIL MENCAPAI TUJUAN UTAMANYA.

12. KEPATUHAN PERDAGANGAN

(a) Status Anda. Anda menyatakan dan menjamin bahwa baik Anda, maupun pejabat, direktur, pemegang saham, para agen, atau karyawan Anda:

(i) tidak terdaftar dalam daftar orang-orang yang ditentukan yang dikelola oleh otoritas yang memiliki yurisdiksi atas Anda (orang yang terdaftar dalam daftar tersebut disebut sebagai "**Orang Yang Dibatasi**");

(ii) didirikan berdasarkan hukum, beroperasi dari, atau beralamat atau bertempat tinggal di suatu negara atau wilayah yang menjadi sasaran sanksi komprehensif (terhitung sejak tanggal pembaruan terakhir Ketentuan ini, termasuk Iran, Kuba, Korea Utara, Suriah, wilayah Krimea/Sevastopol, dan wilayah yang diklaim sebagai Republik Rakyat Donetsk dan Republik Rakyat Luhansk (secara bersama-sama, "**Wilayah Yang Dikenakan Sanksi**")); atau

(iii) Lima puluh (50) persen atau lebih bagiannya tidak dikendalikan atau dimiliki (secara langsung atau tidak langsung) secara agregat, oleh satu atau lebih Orang Yang Dibatasi.

(b) Peristiwa Sanksi. Jika Anda menjadi Orang Yang Dibatasi atau dikendalikan atau dimiliki 50% atau lebih bagiannya (secara langsung atau tidak langsung) secara agregat, oleh satu atau lebih Orang Yang Dibatasi; jika penyediaan atau penggunaan Layanan dengan cara lain menjadi dibatasi atau dilarang sebagai akibat dari pengenaan sanksi atau atas dasar Undang-Undang Perdagangan (sebagaimana didefinisikan di bawah); atau jika Tencent secara wajar meyakini bahwa Anda melanggar Undang-Undang Perdagangan atau terlibat dalam aktivitas yang akan berisiko menyebabkan Tencent melanggar Undang-Undang Perdagangan ("**Peristiwa Sanksi**"), Tencent tidak berkewajiban untuk melaksanakan kewajibannya berdasarkan Ketentuan ini atau terus menyediakan Layanan dan berhak, atas kebijaksanaannya sendiri, untuk mengakhiri Ketentuan ini dan penyediaan Layanan dengan segera. Tencent juga berhak untuk mengambil tindakan perbaikan lainnya atas kebijaksanaan Tencent.

(c) Kepatuhan Perdagangan. Sehubungan dengan penggunaan Layanan oleh Anda, Anda akan mematuhi semua peraturan perundang-undangan pengendalian ekspor dan sanksi ekonomi yang berlaku (secara bersama-sama, "**Undang-Undang Perdagangan**"). Anda setuju untuk tidak terlibat dalam aktivitas apa pun sehubungan dengan penggunaan Layanan yang akan melanggar Undang-Undang Perdagangan atau yang akan berisiko menyebabkan Tencent melanggar Undang-Undang Perdagangan. Anda sepenuhnya bertanggung jawab untuk mematuhi Undang-Undang Perdagangan terkait dengan cara yang Anda pilih untuk menggunakan Layanan, termasuk: (i) transfer dan pemrosesan Data Pengguna oleh Anda; (ii) penyediaan Data Pengguna kepada Pengguna Akhir; dan (iii) penentuan Wilayah Layanan tempat hal-hal tersebut di atas dilakukan. Untuk menghindari keraguan, Ketentuan ini mengharuskan Anda untuk, dan Anda sepenuhnya bertanggung jawab untuk mematuhi Undang-Undang Perdagangan dalam penggunaan Layanan oleh Anda dan Pengguna Akhir Anda.

13. UMUM

(a) Kontraktor-Kontraktor Independen. Hubungan para pihak yang terbentuk melalui Ketentuan ini adalah hubungan kontraktor-kontraktor independen, dan tidak ada ketentuan apa pun yang termuat dalam Ketentuan ini yang boleh ditafsirkan sebagai memberikan kuasa kepada salah satu pihak untuk: (i) bertindak sebagai agen; atau (ii) mengarahkan atau mengendalikan aktivitas sehari-hari pihak lainnya. Kewajiban finansial dan kewajiban lainnya yang terkait dengan usaha masing-masing pihak adalah sepenuhnya tanggung jawab pihak tersebut dan tidak ada pihak yang memiliki kewenangan untuk mengikat pihak lainnya.

(b) Tidak Dapat Dialihkan dan Dampak Mengikat. Tidak ada pihak yang dapat mengalihkan atau dengan cara lain mentransfer, atas dasar hukum atau lainnya, hak atau kewajibannya berdasarkan Ketentuan ini tanpa persetujuan tertulis sebelumnya dari pihak lainnya, kecuali bahwa Tencent dapat dengan bebas mengalihkan atau dengan cara lain mentransfer Ketentuan ini tanpa persetujuan dari Anda: (i) sehubungan dengan merger, akuisisi, atau penjualan seluruh atau hampir seluruh aset Tencent; atau (ii) kepada Afiliasi atau sebagai bagian dari reorganisasi perusahaan. Setelah pengalihan atau transfer tersebut mulai berlaku, penerus atau penerima pengalihan yang diizinkan (sebagaimana berlaku) akan menanggung tanggung jawab pelaku pengalihan/transfer dan pelaku pengalihan/transfer dibebaskan dari tanggung jawab tersebut. Percobaan pengalihan atau transfer yang melanggar pembatasan tersebut di atas akan menjadi batal demi hukum. Tunduk pada ketentuan tersebut di atas, Ketentuan ini akan mengikat dan berlaku untuk kepentingan para pihak dan penerus dan penerima pengalihan yang diizinkan.

(c) Persetujuan atas Komunikasi Elektronik. Dengan menggunakan Layanan, Anda setuju untuk menerima komunikasi elektronik tertentu dari kami sebagaimana dijelaskan lebih lanjut dalam Kebijakan Privasi kami. Silakan baca Kebijakan Privasi kami untuk mempelajari lebih lanjut tentang praktik komunikasi elektronik kami. Anda setuju bahwa pemberitahuan, perjanjian, pengungkapan, atau komunikasi lainnya yang kami kirimkan kepada Anda secara elektronik, baik melalui surel, melalui platform Layanan, ataupun dengan cara lainnya, akan memenuhi persyaratan komunikasi yang sah, termasuk bahwa komunikasi tersebut harus dibuat secara tertulis.

(d) Keadaan Kahar. Jika pelaksanaan Ketentuan ini terhalang, terlambat, terhambat, atau terbatas, atau Tencent melanggar Ketentuan ini, akibat peristiwa keadaan kahar, yang termasuk tetapi tidak terbatas pada: (i) bencana alam; (ii) tindakan pemerintah; (iii) pengundangan atau perubahan undang-undang, peraturan, atau kebijakan (termasuk Undang-Undang Perdagangan, sanksi, tindakan atau peraturan pembatasan); (iv) pemogokan atau kerusuhan; atau (v) perubahan keadaan yang signifikan (termasuk perubahan hukum yang berlaku yang akan menyebabkan penyediaan Layanan berpotensi menjadi ilegal atau berbeda dari yang telah dipertimbangkan oleh para pihak pada saat menyetujui Ketentuan ini atau pertama kali mengunduh, menginstal, mengakses, atau menggunakan Layanan), baik dapat diprediksi ataupun tidak, maka dalam hal apa pun Tencent tidak bertanggung jawab atas pelanggaran Ketentuan ini, atau dengan cara lain bertanggung jawab atas kelalaian atau keterlambatan tersebut dalam pelaksanaan kewajiban tersebut. Jika peristiwa tersebut di atas berlangsung selama lebih dari 15 hari kalender, Tencent dapat mengakhiri Ketentuan ini, tanpa menanggung tanggung jawab apa pun, dengan memberikan pemberitahuan tertulis segera kepada Anda.

(e) Hukum yang Mengatur dan Penyelesaian Sengketa. Kecuali sebagaimana ditentukan dalam Ketentuan Amerika Utara, Ketentuan Konsumen EEA, Ketentuan Wilayah Layanan RRT, Ketentuan Jerman, Ketentuan Korea Selatan, atau ketentuan khusus wilayah atau ketentuan khusus Layanan lainnya, tuntutan untuk ganti rugi nonmoneter dapat diajukan ke pengadilan dengan yurisdiksi yang berwenang, meskipun para pihak telah memilih kedudukan eksklusif di bawah. Ketentuan ini diatur oleh yurisdiksi yang ditetapkan pada Pasal 3. Kecuali Ketentuan Amerika Utara, Ketentuan Konsumen EEA, Ketentuan Wilayah Layanan RRT, Ketentuan Jerman, Ketentuan Korea Selatan, atau ketentuan khusus wilayah atau ketentuan khusus Layanan lainnya menentukan lain, semua tuntutan yang timbul dari

atau sehubungan dengan Ketentuan ini atau Layanan, akan diselesaikan melalui arbitrase yang diselenggarakan oleh Singapore International Arbitration Centre sesuai dengan Peraturan Arbitrase Singapore International Arbitration Centre yang berlaku saat pemberitahuan arbitrase diberikan. Tempat pelaksanaan arbitrase adalah di Singapura dan bahasa yang digunakan adalah bahasa Inggris. Seluruh proses arbitrase akan bersifat rahasia dan hanya akan ada satu arbiter.

(f) Pengesampingan dan Keterpisahan. Pengesampingan oleh salah satu pihak atas suatu pelanggaran terhadap Ketentuan ini tidak menjadi pengesampingan atas pelanggaran lainnya. Tidak ada pihak yang akan dianggap telah mengesampingkan hak karena tidak menggunakan (atau menunda menggunakan) hak berdasarkan Ketentuan ini. Jika suatu bagian dari Ketentuan ini tidak dapat diberlakukan, bagian lainnya dari Ketentuan ini akan tetap berkekuatan dan berlaku penuh.

(g) Tidak Ada Penerima Manfaat Pihak Ketiga. Ketentuan ini tidak dimaksudkan untuk memberikan manfaat kepada pihak ketiga kecuali sejauh secara tegas dinyatakan demikian. Pengguna Akhir bukan merupakan penerima manfaat pihak ketiga dalam Ketentuan ini.

(h) Keseluruhan Perjanjian. Ketentuan ini dan Ketentuan Tambahan merupakan pernyataan final dan lengkap dari semua perjanjian antara Anda dan Tencent mengenai pokok perjanjian dan menggantikan semua perjanjian lisan maupun tertulis sebelumnya mengenai hal ini. Ketentuan Tambahan yang dimaksud dalam Ketentuan ini disertakan melalui referensi ini. Dalam hal terdapat ketidaksesuaian antara Ketentuan dan Ketentuan Tambahan, ketidakkonsistenan tersebut akan diselesaikan dengan memprioritaskan dokumen-dokumen berikut sesuai dengan urutan penyebutannya: (i) Perjanjian Pemrosesan dan Keamanan Data (yang akan mengatur sehubungan dengan pemrosesan Data Pribadi sebagaimana berlaku untuk Layanan terkait); (ii) Ketentuan ini; dan (iii) Ketentuan Tambahan, tetapi dengan ketentuan bahwa syarat dan ketentuan dalam Ketentuan Wilayah Layanan RRT, Ketentuan Amerika Utara, Ketentuan Konsumen EEA, Ketentuan Jerman, Ketentuan Korea Selatan, atau ketentuan khusus wilayah lainnya akan mengatur sehubungan dengan Layanan, jika berlaku. Tencent tidak akan terikat oleh ketentuan yang berbeda dari, merupakan modifikasi dari, atau dengan cara lain merupakan tambahan atas ketentuan dalam Ketentuan ini, kecuali modifikasi dilakukan sesuai dengan Ketentuan ini, atau dengan cara lain disetujui secara tertulis. Jika berlaku, jika Anda mengadakan perjanjian layanan yang terpisah dengan Tencent sehubungan dengan Layanan, dan jika secara tegas ditentukan oleh perjanjian layanan tersebut, ketentuan dalam perjanjian layanan tersebut akan berlaku sejauh terdapat ketidaksesuaian atau ketidakkonsistenan antara ketentuan dalam perjanjian layanan tersebut dan Ketentuan ini. Tanpa membatasi ketentuan tersebut di atas, para pihak sepakat bahwa syarat dan ketentuan dalam formulir pembelian, permintaan proposal, kuesioner vendor, atau dokumen serupa yang diterbitkan oleh pelanggan tidak akan berlaku dan Tencent menafikan syarat dan ketentuan tersebut.

(i) Modifikasi Ketentuan Ini, Kebijakan Privasi, dan Kebijakan Cookies. Tencent dapat mengubah Ketentuan ini, termasuk Ketentuan Tambahan, dari waktu ke waktu dengan mengepos versi yang telah diperbarui di situs Tencent Cloud. Kecuali ditentukan secara khusus dalam Ketentuan ini atau Ketentuan Tambahan, atau diindikasikan lain oleh

Tencent, ketentuan yang telah diubah akan mulai berlaku dalam waktu 30 hari kalender setelah dipos. Terlepas dari ketentuan tersebut di atas, perubahan yang terkait dengan Layanan atau fungsionalitas produk Tencent akan mulai berlaku segera. Tencent akan melakukan upaya yang wajar untuk memberitahukan kepada Anda tentang perubahan tersebut, tetapi Anda bertanggung jawab untuk secara berkala memeriksa Ketentuan ini, termasuk Ketentuan Tambahan, untuk melihat adanya modifikasi. Kelanjutan penggunaan Layanan oleh Anda merupakan persetujuan Anda atas Ketentuan yang telah diubah. Ketentuan yang telah diubah tidak berlaku surut.

(j) Bahasa. Semua komunikasi dan pemberitahuan sehubungan dengan Ketentuan ini harus dibuat atau diberikan dalam bahasa Inggris, Mandarin, atau bahasa lain. Untuk menghindari keraguan, Ketentuan ini dapat dibuat dalam versi Bahasa Indonesia, yang semata-mata hanya berlaku jika Anda adalah individu, entitas, organisasi, atau perusahaan Indonesia dan/atau mengakses Layanan dari wilayah Indonesia. Terlepas dari ketentuan tersebut di atas, sejauh Ketentuan ini dibuat terjemahannya, versi bahasa Inggrislah yang akan berlaku.

(k) Publisitas. Anda setuju bahwa Tencent dapat menyebut Anda sebagai pelanggan Tencent dan menggunakan nama dan logo Anda dalam materi pemasaran dan situs web Tencent. Kecuali sebagaimana diizinkan lain oleh hukum, Anda tidak boleh menerbitkan siaran pers atau membuat komunikasi publik lainnya sehubungan dengan Ketentuan ini, atau fakta bahwa Tencent menyediakan Layanan untuk Anda. Anda tidak boleh menggunakan merek dagang, merek jasa, nama jasa atau nama dagang, logo Tencent ("**Merek Tencent**"); atau menyebut Tencent sebagai pemasok Layanan tanpa persetujuan tertulis sebelumnya dari Tencent. Terlepas dari izin yang diberikan, kecuali disetujui lain oleh Tencent secara tertulis, izin terbatas Anda untuk menyebut Tencent untuk tujuan tersebut dan untuk menggunakan Merek Tencent akan berakhir segera setelah Ketentuan ini berakhir atau diakhiri, yang mana yang terjadi lebih dahulu. Penggunaan Merek Tencent oleh Anda harus tunduk pada syarat, ketentuan, atau pedoman yang dapat diterbitkan oleh Tencent dari waktu ke waktu.

(l) Pemberitahuan. Pemberitahuan yang diwajibkan atau diizinkan untuk diberikan berdasarkan Ketentuan ini akan berlaku jika dibuat secara tertulis dan dikirimkan melalui pos tercatat, atau kurir berasuransi, dengan meminta resi penerimaan, kepada pihak yang sesuai di alamat yang ditetapkan di atas (dalam hal Tencent) dan alamat yang terdaftar pada kami (dalam hal Anda) dan dengan membayar ongkos kirim yang sesuai. Salah satu pihak dapat mengubah alamat penerimaan pemberituannya dengan memberikan pemberitahuan kepada pihak lainnya sesuai dengan Pasal ini. Terlepas dari ketentuan tersebut di atas, pemberitahuan, komunikasi, atau pengungkapan yang dikirimkan secara elektronik oleh Tencent melalui surel, platform Layanan, atau lainnya, akan dianggap sebagai pemberitahuan yang sah dan mengikat yang diwajibkan atau diizinkan untuk diberikan berdasarkan Ketentuan ini.

KETENTUAN WILAYAH LAYANAN TENCENT CLOUD INDONESIA

Sejauh anda bermaksud menerima Layanan berdasarkan Ketentuan Layanan Tencent Cloud (“**Ketentuan**”) yang disediakan di wilayah Republik Indonesia, atau di mana Republik Indonesia adalah Wilayah Layanan, Layanan tersebut akan disediakan oleh Aceville Pte. Ltd. dan/atau afliasinya dan/atau pihak yang ditunjuk (“**Tencent**”) dan akan tunduk pada Ketentuan Wilayah Layanan Indonesia ini, serta hukum dan peraturan yang berlaku di Indonesia. Setiap istilah yang digunakan tetapi tidak didefinisikan dalam Ketentuan Wilayah Layanan Indonesia ini memiliki arti yang diberikan pada pada istilah tersebut dalam Ketentuan. Jika terjadi pertentangan antara ketentuan Ketentuan Wilayah Layanan Indonesia ini dan Ketentuan, maka ketentuan Ketentuan Wilayah Layanan Indonesia ini yang akan berlaku.

1. Tanggung Jawab Sendiri. Anda dengan ini mengakui dan menyetujui bahwa (a) meskipun Tencent akan menyediakan Layanan sesuai dengan Ketentuan dan Ketentuan Wilayah Layanan Indonesia ini, Tencent tidak akan bertanggung jawab atas produk, layanan, konten, dan data anda yang digunakan sehubungan dengan Layanan; dan (b) Anda telah memperoleh, dan akan menjaga selama jangka waktu Ketentuan, sebagaimana relevan, semua lisensi, pengarsipan, pencatatan, persetujuan, izin, dan lain-lain sebagaimana diwajibkan oleh hukum dan peraturan Indonesia yang berlaku untuk penggunaan Layanan dan untuk pengoperasian bisnis anda yang menggunakan Layanan di Indonesia.

2. Perilaku yang Dilarang. Saat menggunakan Layanan di Indonesia, anda harus mematuhi semua hukum, peraturan, aturan dan kebijakan yang berlaku, serta menjaga keamanan siber. Anda tidak boleh terlibat dalam atau memfasilitasi kegiatan apa pun yang merupakan pelanggaran hukum dan peraturan, termasuk namun tidak terbatas pada:

- a. kegiatan yang menghasut subversi kekuasaan negara; mempromosikan ideologi yang dilarang berdasarkan peraturan perundang-undangan yang berlaku; menghasut perpecahan negara dan membahayakan persatuan nasional; menganjurkan terorisme atau radikalisme; menghasut kebencian atau diskriminasi etnis; dan/atau menghasut gangguan ketertiban umum atau huru-hara;
- b. dengan sengaja dan tanpa hak mendistribusikan dan/atau mentransmisikan dan/atau membuat dapat diaksesnya informasi elektronik dan/atau dokumen elektronik yang mengandung muatan yang melanggar kesusilaan (termasuk, namun tidak terbatas pada pornografi), muatan perjudian, muatan penghinaan dan/atau pencemaran nama baik, dan/atau muatan pemerasan dan/atau pengancaman;
- c. dengan sengaja dan tanpa hak menyebarkan berita bohong dan menyesatkan yang mengakibatkan kerugian konsumen dalam transaksi elektronik;
- d. dengan sengaja dan tanpa hak menyebarkan informasi yang ditujukan untuk menimbulkan rasa kebencian atau permusuhan individu dan/atau kelompok masyarakat tertentu berdasarkan atas suku, agama, ras dan antargolongan (SARA);

e. dengan sengaja dan tanpa hak mengirimkan informasi elektronik dan/atau dokumen elektronik yang melanggar kekayaan intelektual pihak lain;

f. dengan sengaja dan tanpa hak atau melawan hukum mengakses komputer dan/atau sistem elektronik (i) milik orang lain dengan cara apa pun, (ii) dengan cara apa pun dengan tujuan untuk memperoleh informasi elektronik dan/atau dokumen elektronik, dan/atau (iii) dengan cara apa pun dengan melanggar, menerobos, melampaui, atau menjebol sistem keamanan;

g. dengan sengaja dan melawan hukum atau melawan hukum (i) melakukan intersepsi atau penyadapan atas informasi elektronik dan/atau dokumen elektronik di komputer dan/atau sistem elektronik milik orang lain, dan/atau (ii) melakukan intersepsi atas transmisi informasi elektronik yang tidak bersifat publik dan/atau dokumen elektronik dari, ke, dan di dalam suatu komputer dan/atau sistem elektronik milik orang lain, baik yang tidak menyebabkan perubahan, penghilangan, dan/atau penghentian informasi elektronik dan/atau dokumen elektronik yang sedang ditransmisikan;

h. dengan sengaja dan tanpa hak atau melawan hukum dengan cara apa pun (i) mengubah, menambah, mengurangi, melakukan transmisi, merusak, menghilangkan, memindahkan, menyembunyikan suatu informasi elektronik dan/atau dokumen elektronik milik orang lain atau milik publik, baik tindakan tersebut mengakibatkan informasi elektronik atau dokumen elektronik yang bersifat rahasia dibobol dan menjadi dapat diakses oleh publik atau tidak, dan/atau (ii) memindahkan atau mentransfer informasi elektronik dan/atau dokumen elektronik kepada sistem elektronik orang lain yang tidak berhak;

i. dengan sengaja dan tanpa hak atau melawan hukum melakukan tindakan apa pun yang berakibat terganggunya sistem elektronik dan/atau mengakibatkan sistem elektronik menjadi tidak bekerja sebagaimana mestinya;

j. dengan sengaja dan tanpa hak atau melawan hukum memproduksi, menjual, mengadakan untuk digunakan, mengimpor, mendistribusikan, menyediakan, atau memiliki: (i) perangkat keras atau perangkat lunak komputer yang dirancang atau secara khusus dikembangkan untuk memfasilitasi tindakan sebagaimana dimaksud pada butir (a) sampai dengan butir (i) dari Pasal 2 Ketentuan Wilayah Layanan Indonesia ini di atas, dan/atau (ii) sandi lewat komputer, kode akses, atau hal yang sejenis dengan itu yang ditujukan agar sistem elektronik menjadi dapat diakses untuk tujuan memfasilitasi perbuatan sebagaimana dimaksud pada butir (a) sampai dengan butir (i) dari Pasal 2 Ketentuan Wilayah Layanan Indonesia ini di atas;

k. dengan sengaja dan tanpa hak atau melawan hukum melakukan manipulasi, penciptaan, perubahan, penghilangan, pengrusakan informasi elektronik dan/atau dokumen elektronik dengan tujuan agar informasi elektronik dan/atau dokumen elektronik tersebut dianggap seolah-olah data yang otentik;

- l. dengan sengaja dan tanpa hak atau melawan hukum melakukan perbuatan sebagaimana dimaksud dalam butir (a) sampai dengan butir (k) dari Pasal 2 Ketentuan Wilayah Layanan Indonesia ini di atas yang mengakibatkan kerugian bagi orang lain;
- m. dengan sengaja melakukan perbuatan yang dilarang sebagaimana dimaksud pada butir (a) sampai dengan butir (l) dari Pasal 2 Ketentuan Wilayah Layanan Indonesia ini dari luar wilayah Indonesia terhadap sistem elektronik yang berada di wilayah yurisdiksi Indonesia;
- n. dengan sengaja dan melawan hukum memperoleh atau mengumpulkan Data Pribadi orang lain;
- o. dengan sengaja dan melawan hukum mengungkapkan Data Pribadi selain milik anda;
- p. dengan sengaja dan melawan hukum menggunakan Data Pribadi orang lain; dan
- q. dengan sengaja membuat Data Pribadi palsu atau memalsukan Data Pribadi dengan maksud untuk menguntungkan diri sendiri atau orang lain yang dapat merugikan orang lain.

3. Informasi Anda.

- a. Anda harus memberikan informasi yang benar, sah dan valid ("**Informasi**") sesuai dengan prosedur pendaftaran untuk Akun dan Layanan, dan sebagaimana mungkin diwajibkan secara terpisah untuk berlangganan Layanan apapun, termasuk namun tidak terbatas pada nama anda, nomor kontak, email, nomor telepon, alamat surat, dokumen pendaftaran industri dan komersial dan sebagainya. Jika terjadi perubahan pada Informasi, anda harus segera memberitahu Tencent tentang perubahan tersebut.
- b. Untuk memastikan keamanan akun dan transaksi, Tencent berhak meminta anda untuk melakukan verifikasi dari waktu ke waktu, dan anda akan bekerja sama untuk itu. Anda setuju bahwa Tencent Cloud dapat memverifikasi Informasi anda dengan pihak ketiga, dan anda mengizinkan Tencent untuk mendapatkan semua informasi yang diperlukan terkait penggunaan Layanan oleh anda.
- c. Untuk melindungi kepentingan anda dan kepentingan Pengguna Akhir anda serta pemegang hak lainnya secara wajar, Tencent berhak menerapkan proses dan sistem yang khusus ditujukan untuk menangani pelanggaran dan keluhan terkait dengan konten, dan anda harus mematuhi proses dan sistem tersebut. Jika Tencent menerima keluhan atau laporan terkait konten dari pihak ketiga terhadap anda, Tencent berhak mengungkapkan informasi anda (termasuk namun tidak terbatas pada nama terdaftar anda, identifikasi, kontak, nomor telepon, dan sebagainya) kepada pengadu sebagaimana diperlukan dan Tencent dapat menyarankan anda untuk berkonsultasi dengan pengadu, dengan maksud untuk segera menyelesaikan keluhan atau sengketa tersebut dan melindungi hak dan kepentingan yang sah dari semua pihak terkait. Anda akan memperpanjang kerjasama; dan, setelah anda gagal melakukannya, anda mengakui dan menyetujui bahwa Tencent dapat mengambil tindakan sepihak untuk membatasi atau akses anda ke Layanan.

4. **Keamanan.** Anda tidak akan menginstal atau menggunakan perangkat lunak atau perangkat lunak bajakan atau yang dimodifikasi secara ilegal sebagaimana dimaksud dalam Klausul 2 (j) Ketentuan Wilayah Layanan Indonesia ini di atas pada Layanan, dan harus mengambil langkah-langkah keamanan untuk melindungi sistem informasi komputer anda sebagaimana disyaratkan dalam hukum, peraturan atau aturan Indonesia yang berlaku, termasuk namun tidak terbatas pada penerapan standar keamanan yang berlaku yang diwajibkan berdasarkan peraturan perundang-undangan.

5. **Pemulihan Hak.** Jika Tencent menemukan, atas diskresinya sendiri atau berdasarkan informasi yang **diberikan** oleh pihak yang berwenang atau keluhan yang diajukan oleh pemegang hak, dan menentukan atas diskresinya sendiri bahwa anda telah melanggar hukum, peraturan, atau aturan yang berlaku, atau melanggar Ketentuan, termasuk Ketentuan Wilayah Layanan Indonesia ini, Tencent akan berhak untuk mengambil salah satu atau lebih dari langkah-langkah berikut atas diskresinya sendiri:

a. menuntut agar anda segera menghapus atau memodifikasi konten yang dipermasalahkan;

b. segera menghapus atau memblokir konten yang dipermasalahkan atau menonaktifkan tautan yang dipermasalahkan;

c. membatasi atau menanggihkan penyediaan Layanan kepada anda (termasuk namun tidak terbatas pada langsung mengambil layanan anda secara offline dan menarik sumber daya yang relevan atau menetapkan pembatasan pada operasi anda berdasarkan Akun(-akun) anda);

d. apabila terjadi pelanggaran atau penyimpangan serius atau berulang, Tencent berhak untuk menghentikan penyediaan Layanan kepada anda dan mengakhiri Ketentuan (termasuk tetapi tidak terbatas pada langsung menghentikan semua layanan anda secara offline dan menarik sumber daya yang relevan). Biaya yang telah dibayarkan oleh anda untuk setiap periode layanan yang tidak digunakan akan dikreditkan ke Tencent sebagai ganti rugi; dan/atau

e. mengambil tindakan hukum atas tanggung jawab lain terhadap anda sesuai dengan hukum.

Tencent tidak akan bertanggung jawab atau dimintai pertanggungjawaban atas ganti rugi atau kerugian apa pun, termasuk namun tidak terbatas pada gangguan operasi bisnis anda, penghapusan data, dan lain-lain, yang timbul dari tindakan yang diambil oleh Tencent berdasarkan Ketentuan ini karena pelanggaran Ketentuan oleh anda dan/atau syarat dan ketentuan berdasarkan Ketentuan Wilayah Layanan Indonesia ini. Anda harus mengganti kerugian dan membebaskan Tencent, Afiliasi-Afiliasinya, dan setiap pemberi lisensi, karyawan, pejabat, dan direktornya masing-masing sehubungan dengan segala ganti rugi atau kerugian yang timbul sebagai akibat dari pelanggaran oleh anda terhadap Ketentuan dan/atau ketentuan berdasarkan Ketentuan Wilayah Layanan Indonesia ini.

6. Kerja Sama dengan Otoritas. Sesuai dengan hukum atau peraturan Indonesia yang berlaku, atau dengan cara lain sesuai dengan perintah atau permintaan yang sah dari otoritas pemerintah Indonesia, regulator, otoritas peradilan, otoritas administratif, atau otoritas yang berwenang lainnya, dan terlepas dari kewajiban kerahasiaan atau kewajiban larangan pengungkapan informasi rahasia yang diatur dalam Ketentuan, Ketentuan Wilayah Layanan Indonesia ini atau lainnya, Tencent akan berhak untuk bekerja sama dengan setiap perintah atau permintaan sah yang dibuat oleh otoritas peradilan, otoritas administratif, atau otoritas berwenang lainnya di Indonesia, menyediakan akses ke Layanan dan informasi (termasuk data elektronik, informasi rahasia, dan Data Pengguna), sehingga dapat menyelesaikan pengaduan dan sengketa secara tepat waktu, serta melindungi hak dan kepentingan yang sah dari semua pihak yang berkepentingan.

7. Kelayakan.

Pasal 2 mengenai kelayakan Ketentuan dengan ini dinyatakan kembali sebagai berikut:

Anda harus berusia minimal 21 tahun untuk menggunakan Layanan. Dengan menyetujui Ketentuan ini (termasuk Ketentuan Wilayah Layanan Indonesia, selanjutnya disebut sama), anda menyatakan dan menjamin kepada Tencent bahwa: (a) anda berusia minimal 21 tahun; (b) anda belum pernah ditangguhkan atau dikeluarkan dari Layanan; dan (c) pendaftaran dan penggunaan Layanan oleh anda sesuai dengan setiap dan semua hukum dan peraturan yang berlaku. Jika anda adalah sebuah entitas, organisasi, atau perusahaan, individu yang menyetujui Ketentuan ini atas nama anda menyatakan dan menjamin bahwa mereka memiliki wewenang untuk mengikat anda pada Ketentuan ini dan anda setuju untuk terikat oleh Ketentuan ini.

8. Kebijakan Pembatalan dan Pengembalian Dana.

Anda dapat membatalkan Layanan dan meminta pengembalian dana dalam waktu dua hari kerja setelah tanggal dimulainya Layanan, semata-mata atas dasar bahwa konten Layanan dilakukan secara berbeda dari konten yang dinyatakan dalam Ketentuan dan perjanjian lain yang terkait dengan Layanan.

Untuk membatalkan Layanan, anda harus memberi tahu kami dengan jelas, sebaiknya dengan menghubungi layanan pelanggan dengan mengirimkan perintah kerja melalui konsol di

<https://console.tencentcloud.com/workorder/category>, dengan memberikan nama anda, alamat, informasi akun, dan alasan pembatalan. Setelah menentukan bahwa permohonan pembatalan Layanan anda valid, Tencent akan menghapus dan menghentikan Layanan anda tanpa penundaan dan mengembalikan Biaya dalam waktu tiga hari kerja setelah tanggal penghapusan/penghentian.

Setiap pengembalian dana hanya akan mencerminkan jumlah yang sebenarnya anda bayarkan, dan akan mengesampingkan dan mengecualikan promosi atau diskon lain apa pun yang anda terima saat anda melakukan pembayaran Layanan.

Setelah pembatalan, pengembalian dana akan dilakukan dengan menggunakan metode yang sama dengan yang anda gunakan untuk membayar pembelian, kecuali jika disepakati lain.

9. Privasi.

Anda mengakui dan menyetujui bahwa anda sepenuhnya bertanggung jawab dan berkewajiban atas pemrosesan Data Pribadi apa pun sehubungan dengan Pengguna Akhir dan siapa pun yang Data Pribadinya termasuk dalam Data Pengguna, dan harus melindungi privasi Pengguna Akhir dan orang-orang tersebut, dan harus mematuhi semua hukum dan peraturan yang berlaku sehubungan dengan hal yang sama (termasuk dengan melakukan pengungkapan tersebut, dan mendapatkan dasar hukum yang sesuai untuk pemrosesan, untuk memastikan Data Pribadi Pengguna Akhir atau siapa pun yang Data Pribadinya termasuk dalam Data Pengguna dapat diproses oleh Layanan). Anda bertanggung jawab penuh atas segala akses, pemantauan, penggunaan, atau pengungkapan Data Pribadi yang dikirimkan oleh Pengguna Akhir melalui Layanan. Sejauh Data Pribadi apa pun yang terkandung dalam Data Pengguna, para pihak setuju bahwa pemrosesan Data Pribadi tersebut akan dilakukan sesuai dengan Perjanjian Pemrosesan dan Keamanan Data. Anda setuju untuk tidak menyediakan Data Pengguna apa pun untuk diproses dalam Layanan kecuali jika diizinkan secara sah dan diberi wewenang untuk melakukannya.

10. Modifikasi Ketentuan ini, Kebijakan Privasi dan Kebijakan Cookie.

Tencent dapat mengubah Ketentuan ini, termasuk Ketentuan Wilayah Layanan Indonesia dan Ketentuan Tambahan, dari waktu ke waktu dengan memposting versi yang diperbarui ke situs Tencent Cloud. Kecuali jika secara khusus diatur dalam Ketentuan ini (termasuk Ketentuan Wilayah Layanan Indonesia) atau Ketentuan Tambahan, atau ditunjukkan oleh Tencent, ketentuan yang diubah akan berlaku dalam waktu 30 hari kalender setelah diunggah. Anda dapat menghentikan penggunaan Layanan kapan saja, jika anda tidak menerima atau menyetujui perubahan yang dibuat oleh Tencent. Terlepas dari hal tersebut di atas, setiap perubahan yang berkaitan dengan Layanan Tencent atau fungsi produk akan berlaku secara serta merta. Namun, anda akan diberitahu tentang perubahan ini melalui pemberitahuan pop-up di situs Tencent Cloud. Tencent akan melakukan upaya yang wajar untuk memberi tahu anda tentang perubahan tersebut, tetapi anda bertanggung jawab untuk memeriksa Ketentuan ini, termasuk Ketentuan Tambahan, secara berkala untuk mengetahui perubahan apa pun. Dengan terus menggunakan Layanan, anda dianggap menyetujui setiap Ketentuan yang diubah. Ketentuan yang diubah tidak berlaku surut.

11. Bahasa.

Ketentuan ini (termasuk Ketentuan Wilayah Layanan Indonesia) dibuat dalam bahasa Inggris dan bahasa Indonesia. Terlepas dari hal tersebut di atas, jika terdapat pertentangan atau kontradiksi antara versi bahasa Inggris dan bahasa Indonesia dari Ketentuan ini, maka versi bahasa Inggris yang akan berlaku.

Kebijakan Privasi

Waktu update terbaru : 2024-04-26 10:42:24

RINGKASAN

Jenis informasi pribadi apa yang kami kumpulkan?

Kami mengumpulkan informasi mengenai penggunaan dan pembelian Layanan kami dan interaksi Anda dengan Tencent. Anda juga memberikan informasi ketika Anda melakukan penyelidikan di situs web kami atau mendaftar untuk menggunakan Layanan kami. Contohnya termasuk nama dan detail kontak Anda. Jika Anda adalah administrator akun, Anda memiliki kemampuan untuk memberikan hak akses kepada orang lain dengan memasukkan alamat email mereka di konsol layanan. Untuk informasi yang Anda berikan kepada kami untuk mengatur akun Anda, dan bahwa kami mengumpulkan dan menghasilkan dalam mengelola Layanan Anda, kami bertindak sebagai pengontrol. Untuk informasi yang Anda simpan menggunakan Layanan (misalnya, konten yang Anda unggah untuk disimpan di server kami), kami bertindak sebagai pemroses. Lihat [Jenis Informasi Pribadi yang Kami Kumpulkan dan Proses](#) di bawah untuk informasi selengkapnya.

Bagaimana kami akan menggunakan informasi pribadi yang dikumpulkan?

Kami akan menggunakan informasi yang dikumpulkan untuk membuat dan memverifikasi akun Anda, mengaktifkan perubahan kata sandi, memproses pembayaran, dan berkomunikasi dengan Anda. Lihat [Cara kami menggunakan Informasi Pribadi Anda](#) di bawah untuk informasi selengkapnya.

Dengan siapa kami berbagi informasi pribadi yang dikumpulkan?

Kami membagikan informasi Anda dengan penyedia layanan pihak ketiga kami, perusahaan grup terkait dan seperti yang dipersyaratkan oleh hukum. Lihat [Cara Kami Menyimpan dan Mengungkapkan Informasi Pribadi Anda](#) di bawah untuk informasi selengkapnya.

Di mana kami memproses informasi pribadi yang dikumpulkan?

Server kami mungkin berlokasi di luar negara tempat Anda berada, misalnya di Tiongkok Daratan. Lihat [Cara Kami Menyimpan dan Mengungkapkan Informasi Pribadi Anda](#) di bawah untuk informasi selengkapnya.

Berapa lama kami menyimpan informasi pribadi yang dikumpulkan?

Informasi Anda disimpan selama akun Anda ada. Setelah itu, informasi tersebut dihapus dalam jangka waktu tertentu, tergantung pada jenis informasi pribadi. Lihat [Penyimpanan Data](#) di bawah untuk informasi selengkapnya.

Bagaimana saya dapat menggunakan hak atas informasi saya?

Anda mungkin memiliki hak khusus atas informasi Anda dan bagaimana kami dapat menggunakannya. Ini termasuk bagaimana Anda dapat mengakses informasi, menghapus informasi, membatasi bagaimana informasi Anda dapat

digunakan, menolak penggunaannya, dan mendapatkan salinan informasi Anda. Lihat [Hak Anda](#) di bawah untuk informasi selengkapnya.

Penyelesaian Sengketa

Jika Anda memiliki masalah atau keluhan, silakan hubungi kami di cloudlegalnotices@tencent.com. Lihat [Kontak & Keluhan](#) di bawah untuk informasi selengkapnya.

Bagaimana kami memberi tahu Anda jika terdapat perubahan?

Jika ada perubahan signifikan pada kebijakan privasi ini, kami akan memberikan pemberitahuan di situs web kami. Lihat di bawah ini di [Pembaruan & Perubahan](#) untuk informasi selengkapnya.

Informasi Kontak

Pengontrol Data (EEA, Inggris, dan Swiss): Tencent Cloud Europe B.V.. Alamat: Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, Belanda.

Pengontrol Data (Di Luar EEA, Inggris, dan Swiss): Entitas yang telah Anda kontrak, sebagaimana diatur dalam [Ketentuan Layanan](#).

Petugas Perlindungan Data: Silakan kirim email ke cloudlegalnotices@tencent.com.

Adendum Yurisdiksi

Ketentuan tambahan sehubungan dengan yurisdiksi tertentu termasuk dalam adendum untuk kebijakan privasi ini. Jika Anda biasanya tinggal di yurisdiksi yang terdaftar, maka persyaratan yang relevan untuk yurisdiksi itu berlaku untuk Anda. Jika terjadi konflik antara adendum dan kebijakan privasi ini, ketentuan adendum yang relevan akan berlaku sehubungan dengan wilayah yang relevan saja. Kecuali ditentukan lain dalam adendum yang relevan, ketentuan kebijakan privasi ini berlaku untuk wilayah tersebut di samping ketentuan khusus adendum tersebut dan tidak diubah kecuali sebagaimana dinyatakan secara khusus dalam adendum tersebut.

Modul

Modul yang ditetapkan di bawah ini di bagian [Modul](#) untuk kebijakan privasi ini akan berlaku dan merupakan bagian dari kebijakan privasi ini jika Anda menggunakan Fitur tertentu (sebagaimana didefinisikan dalam setiap Modul yang relevan). Anda mengakui bahwa kami akan mengumpulkan, memproses, menggunakan, dan menyimpan informasi pribadi Anda, seperti yang dijelaskan dalam Modul yang berlaku. Lihat [Modul](#) di bawah untuk informasi selengkapnya.

PENGANTAR

Saat Anda menggunakan atau berinteraksi dengan kami dalam kaitannya dengan situs web dan layanan cloud Tencent Cloud (termasuk <https://tencentcloud.io> dan <https://www.tencentcloud.com>) (“**Layanan**”) Anda menyetujui aturan dan kebijakan kami mengenai informasi pribadi Anda dan Anda secara tegas menyetujui kami mengumpulkan, memproses, menggunakan, dan menyimpan informasi pribadi Anda, seperti yang dijelaskan dalam kebijakan privasi ini.

Apabila Anda tidak menyetujui kebijakan privasi ini, Anda tidak diperbolehkan untuk menggunakan Layanan.

Kami menyimpan informasi pribadi yang Anda berikan kepada kami untuk mengatur dan mengelola akun dan Layanan Anda, dan informasi pribadi yang dihasilkan sehubungan dengan penggunaan Layanan oleh Anda ("**Informasi Administratif**"). Kami adalah pengontrol data Informasi Administratif. Kebijakan privasi ini memberi tahu Anda tentang pilihan dan praktik kami mengenai Informasi Administratif Anda.

Kami juga menyimpan data, termasuk informasi pribadi, yang Anda kirimkan, unggah, transmisikan, atau tampilkan menggunakan Layanan ("**Konten**") dan kami menyimpan data ini semata-mata untuk menyediakan Layanan. Istilah-istilah yang berkaitan dengan penyimpanan Konten kami diatur dalam [Ketentuan Layanan](#) dan [Adendum Pemrosesan Dan Keamanan Data](#). Anda adalah pengontrol data Konten dan pertanyaan tentang penanganan data proses dari pengguna atau pihak ketiga mengenai Konten harus dalam contoh pertama ditujukan kepada Anda. Setiap saat, kami bertindak sebagai penyedia layanan untuk Anda, dan memproses data atas nama Anda. Anda dapat mengekstrak konten Anda kapan saja.

Jika Anda berada di Wilayah Ekonomi Eropa atau Swiss, pengontrol data informasi pribadi Anda untuk tujuan Peraturan Perlindungan Data Umum adalah Tencent Cloud Europe B.V., sebuah perusahaan yang terdaftar di Belanda dengan alamat terdaftar di Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, Belanda. Jika Anda berada di luar Wilayah Ekonomi Eropa atau Swiss, pengontrol data informasi pribadi Anda adalah entitas yang telah Anda kontrak, sebagaimana diatur dalam [Ketentuan Layanan](#). Dalam setiap kasus, entitas yang relevan disebut dalam kebijakan ini sebagai "**Tencent**", "**kami**" dan "**kita**".

Pejabat perlindungan data kami dapat dihubungi di cloudlegalnotices@tencent.com.

BAGIAN 1: DI MANA KAMI ADALAH PENGONTROL DATA

Jenis Informasi Pribadi yang Kami Kumpulkan dan Proses

Kami akan mengumpulkan dan menggunakan informasi berikut tentang Anda:

Informasi yang Anda berikan kepada kami. Anda dapat memberi kami informasi tentang Anda dengan melakukan penyelidikan tentang Layanan kami, menggunakan Layanan kami atau berhubungan dengan kami melalui telepon, email atau sebaliknya. Ini termasuk informasi yang Anda berikan ketika Anda mendaftar untuk Layanan kami (atau untuk pelanggan bisnis, bertindak sebagai perwakilan bisnis perusahaan untuk mendaftar ke Layanan), seperti nama, nama pengguna, alamat email, alamat, alamat IP, APPID, UIN, ID Perangkat, ID Tencent Cloud, ID foto, informasi kartu kredit, nomor telepon, dan informasi lain yang membantu kami mendaftarkan Anda untuk menggunakan Layanan kami.

Informasi yang kami kumpulkan tentang Anda saat menggunakan layanan kami. Kami secara otomatis mengumpulkan informasi tertentu dari Anda ketika Anda menggunakan Layanan kami melalui portal web Tencent Cloud, termasuk Alamat IP, Agen Pengguna dan ID Perangkat, dan informasi mengenai penggunaan Anda atas Layanan kami seperti log kunjungan Anda, permintaan akses situs, unggahan, dan unduhan.

Informasi yang kami peroleh dari pihak ketiga. Tencent Cloud memungkinkan administrator akun pengguna untuk menentukan hak akses. Dengan demikian, administrator Layanan Anda (bisa jadi Anda sendiri) dapat menyertakan alamat email orang lain yang akan diberikan akses ke Layanan di bawah akun itu. Jika Anda adalah

administrator akun, Anda mengakui dan berjanji kepada kami bahwa Anda memiliki persetujuan dari individu yang bersangkutan untuk memberikan alamat email mereka untuk tujuan ini.

Kami juga mengumpulkan dan menyimpan informasi Anda setiap kali Anda berinteraksi dengan Tencent, misalnya, ketika Anda berkomunikasi dengan kami melalui email, mengaktifkan Layanan baru, atau mengisi formulir di situs web kami. Kami juga menyimpan informasi tentang Layanan yang Anda beli, seperti kode aktivasi, tanggal pembelian, dan informasi yang berkaitan dengan masalah dukungan apa pun.

Cookie

Kami menggunakan cookie dan teknologi serupa lainnya (sebagai contoh web beacons, cookie Flas, dll.) ("**Cookie**") untuk meningkatkan pengalaman Anda dalam menggunakan Layanan. Cookie adalah file kecil yang, ketika ditempatkan pada perangkat Anda, akan memungkinkan kami untuk memberikan fitur dan fungsi tertentu bagi Anda. Anda memiliki opsi untuk mengizinkan pemasangan Cookie tersebut atau menonaktifkannya setelah itu. Anda dapat menerima semua Cookie, atau menginstruksikan perangkat atau browser web untuk memberikan pemberitahuan pada waktu pemasangan Cookie, atau menolak untuk menerima semua Cookie dengan menyesuaikan fungsi browser web di komputer Anda. Namun, jika Anda menolak untuk menginstal Cookie, Tencent Cloud dapat mungkin tidak dapat menyediakan beberapa Layanannya yang tersedia untuk Anda.

Untuk informasi selengkapnya tentang Cookie yang kami gunakan, silakan lihat [Kebijakan Cookie](#).

Anak-Anak

Layanan kami tidak ditujukan untuk anak-anak. Anak-anak tidak boleh menggunakan Layanan untuk tujuan apa pun. Kami tidak akan secara sadar mengizinkan siapa pun yang berusia di bawah 14 tahun untuk mendaftar ke Layanan kami dan/atau memberikan informasi identifikasi pribadi apa pun. Jika Anda berusia di bawah 14 tahun, jangan mendaftar untuk menggunakan Layanan kami atau memberikan informasi apa pun tentang diri Anda melalui Layanan.

Cara Kami Menggunakan Informasi Pribadi Anda

Kami akan menggunakan informasi dengan cara berikut dan sesuai dengan dasar hukum berikut:

| Informasi Pribadi | Tujuan Penggunaan | Dasar Hukum untuk Pemrosesan (hanya berlaku untuk EEA dan Inggris) |
|--|---|--|
| Lokasi, Nama, Alamat Email, Alamat IP, Agen Pengguna (atau browser situs web), ID Perangkat, ID Tencent Cloud, Alamat (termasuk kota, provinsi, dan kode pos), APPID, UIN, Nama pengguna (Wajib) | Kami menggunakan informasi ini untuk: membuat akun Tencent Cloud Anda sesuai dengan permintaan Anda dan/atau memverifikasi bahwa Anda memiliki akun; mengizinkan reset kata sandi; menyediakan dukungan pengguna kepada Anda; | Kami memproses informasi ini karena kami perlu melaksanakan kontrak kami dengan Anda untuk |

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| | <p>mencatat transaksi atau memberikan konfirmasi pesanan; dan</p> <p>menerapkan syarat, ketentuan, dan kebijakan kami.</p> | <p>menyediakan Layanan.</p> |
| <p>Nomor Ponsel, Alamat Email, Alamat (Wajib)</p> | <p>Kami menggunakan informasi ini:</p> <p>untuk memverifikasi akun Tencent Cloud Anda; untuk perlindungan keamanan (jika Anda mengaktifkan verifikasi akun, ini akan digunakan untuk mengirim Anda peringatan SMS dan kode autentikasi dua faktor saat Anda memodifikasi kata sandi akun, alamat email, dll.);</p> <p>untuk pemberitahuan produk;</p> <p>untuk konfirmasi pesanan; dan</p> <p>untuk informasi layanan (contoh informasi saldo akun, dan untuk menghubungi Anda saat saldo akun Anda sedikit).</p> | <p>Merupakan kepentingan sah kami untuk memverifikasi identitas Anda dan berkomunikasi dengan Anda tentang Layanan.</p> |
| <p>ID Foto (misalnya, SIM, paspor atau izin kerja) Nama dan Alamat (Wajib)</p> | <p>Jika Anda memilih untuk menggunakan server yang berada di RRC (tidak termasuk Hong Kong (Tiongkok), Makau (Tiongkok), dan Taiwan (Tiongkok)) untuk Layanan, kami menggunakan ID foto Anda (atau, di mana Anda seorang pelanggan perusahaan, dokumentasi perusahaan) untuk memastikan akun Anda diverifikasi secara sah sesuai dengan undang-undang lokal.</p> | <p>Ini sesuai kepentingan sah kami untuk memproses data tersebut demi memastikan Anda dapat mengaktifkan layanan untuk digunakan di yurisdiksi di mana ini merupakan persyaratan yang sah.</p> |
| <p>Informasi kartu kredit (nomor kartu, nama, tanggal kedaluwarsa, kode keamanan) (Wajib)</p> | <p>Kami menggunakan informasi kartu kredit Anda untuk memproses pembayaran yang dilakukan oleh Anda untuk penggunaan Layanan.</p> | <p>Kami memproses informasi ini karena kami perlu melaksanakan kontrak kami dengan Anda untuk memfasilitasi pembayaran untuk Layanan.</p> |
| <p>Catatan Transaksi (seperti tanggal dan waktu pembayaran untuk layanan) (Wajib)</p> | <p>Kami memberikan akses Catatan Transaksi Anda untuk memungkinkan Anda melihat riwayat transaksi Anda.</p> | <p>Kami memproses informasi ini karena kami perlu</p> |

| | | |
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| | | melaksanakan kontrak kami dengan Anda untuk mengelola pembayaran sehubungan dengan Layanan. |
| Data Log, Metadata, Alamat IP, Tiket Pengguna, Agen Pengguna, Tanggal dan Waktu Akses, setiap kunjungan URL dalam situs web Tencent Cloud baik langsung atau dirujuk dari situs web pihak ketiga (Wajib) | Kami menggunakan informasi ini untuk peningkatan strategi dan Layanan dan untuk analitik. | Merupakan kepentingan sah kami untuk meningkatkan strategi dan Layanan kami. |
| Tiket Layanan Pelanggan/Konten Obrolan, Alamat IP, Id Tencent Cloud, rincian insiden dan langkah respons; (jika Anda memilih untuk bertanya melalui Telegram: nomor akun pengguna Telegram) (Wajib) | Kami menggunakan informasi ini untuk: menangani kekhawatiran dan keluhan Anda tentang Layanan; dan meningkatkan dan mengelola Layanan kami dan untuk operasi internal, termasuk tujuan pemecahan masalah, analisis data, pengujian, penelitian, statistik dan survei, dan untuk menjaga Layanan kami aman dan nyaman. | Ini berada dalam kepentingan sah kami untuk meningkatkan Layanan kami dan memberikan dukungan sehubungan dengan Layanan yang diberikan untuk Anda. |
| Log dan Metadata dalam kaitannya dengan insiden (Wajib) | Kami menggunakan informasi ini untuk meningkatkan Layanan dan tanggapan kami. | Merupakan kepentingan sah kami untuk meningkatkan Layanan dan tanggapan kami. |
| Data Pertanyaan (data yang diberikan ketika Anda mengajukan pertanyaan melalui formulir kontak situs web kami atau sebagai bagian dari penyelidikan penjualan), termasuk: nama, email, nomor telepon, UIN, prioritas kueri atau tiket, pengaturan pengingat, nama perusahaan, layanan bisnis, lokasi, dan rincian kueri Anda atau | Kami menggunakan informasi ini sebagai tanggapan terhadap permintaan Anda. | Merupakan kepentingan sah kami untuk memproses informasi ini sebagaimana diperlukan untuk menanggapi permintaan Anda. |

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| informasi tambahan apa pun yang Anda berikan (Wajib) | | |
| Data pertanyaan dukungan teknis (data yang diberikan saat Anda mengajukan permintaan dukungan teknis), termasuk nama, email, nomor telepon, jenis pertanyaan, dan rincian kueri Anda (Wajib) | Kami menggunakan informasi ini sebagai tanggapan terhadap permintaan Anda. | Merupakan kepentingan sah kami untuk memproses informasi ini sebagaimana diperlukan untuk menanggapi ke permintaan Anda. |
| Data Kontak Promosi: Nama, Email, Nomor Telepon, Nama Perusahaan, Layanan Bisnis, Lokasi, dan detail kueri Anda (Opsional) | Kami menggunakan informasi ini untuk: mempromosikan produk dan layanan kami kepada Anda; dan untuk mengirim Anda komunikasi pemasaran langsung melalui kami atau mitra pihak ketiga kami. | Kami memproses informasi ini dengan persetujuan Anda. Anda dapat menarik persetujuan ini kapan saja. |
| Data Pemasaran: Nama, Email Bisnis, Nomor Telepon, Nama Perusahaan, Negara/Wilayah, dan Industri (Wajib) | Kami menggunakan informasi ini: untuk memesan tempat di acara dan webinar online kami untuk pemberitahuan produk; dan untuk konfirmasi pesanan. | Kami memproses informasi ini dengan persetujuan Anda. Anda dapat menarik persetujuan ini kapan saja. |
| Nama, Alamat Email, Kode Negara, Nomor Telepon, Nama Perusahaan, Layanan Bisnis, Pertanyaan (Wajib) | Kami menggunakan informasi ini: untuk memproses aplikasi Anda untuk Program Dukungan Sumber Daya Cloud Covid-19 untuk menanggapi permintaan produk kami; untuk pemberitahuan produk; dan untuk konfirmasi pesanan. | Kami memproses informasi ini sesuai dengan kontrak kami dengan Anda untuk memberikan dukungan. |
| Nama, Alamat Email, Kode Negara, Nomor Telepon, dan Nama Perusahaan (Wajib) | Kami menggunakan informasi ini untuk berkomunikasi (baik melalui kami atau mitra pihak ketiga kami) dengan Anda, untuk memahami produk dan layanan yang mungkin menarik bagi Anda, dan untuk mengeksplorasi peluang bisnis potensial dengan Anda. | Merupakan kepentingan sah kami untuk memproses data tersebut untuk menjaga hubungan dengan Anda dan untuk lebih memahami |

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|--|--|---|
| | | kebutuhan bisnis Anda. |
| Nama, Alamat Email, dan informasi lain yang Anda berikan kepada kami untuk mematuhi kewajiban hukum (misalnya Tanggal Lahir, Kebangsaan, Tanggal Pendaftaran Usaha, Nomor Pendaftaran Usaha, Tempat Pendaftaran Usaha) (Wajib) | Kami menggunakan informasi ini sebagai bukti bahwa kami mematuhi kewajiban hukum kami. | Kami memproses informasi ini karena hal tersebut diperlukan terkait kewajiban kami untuk menaati hukum. |

Cara Kami Menyimpan dan Mengungkapkan Informasi Pribadi Anda

Kami dapat mengungkapkan informasi pribadi Anda dengan pihak ketiga yang dipilih di dalam dan di luar negara Anda, termasuk:

Pihak Ketiga di mana kami menggunakan layanan pihak ketiga untuk: (a) proses pembayaran; (b) memberikan dukungan pelanggan (termasuk penyediaan database dukungan dan tiket); (c) mengirim pemberitahuan layanan SMS; atau (d) menyediakan layanan, dukungan, fitur, atau fungsionalitas lain sebagai bagian dari Layanan, termasuk yang tercantum di halaman [Pihak Ketiga](#) kami.

Perusahaan grup terkait, termasuk entitas yang tercantum dalam halaman [Pihak Ketiga](#) kami, yang dengannya kami berbagi informasi pribadi Anda untuk mengoperasikan Layanan kami.

Sejauh data ditransfer di luar EEA atau Inggris untuk pemrosesan, (misalnya ke Tiongkok Daratan), kami mengandalkan model kontrak Komisi Eropa untuk transfer data pribadi ke negara ketiga tersebut (yaitu, klausul kontrak standar), sesuai dengan Keputusan 2001/497/EC (dalam hal transfer ke pengontrol) dan Keputusan 2004/915/EC (dalam hal transfer ke prosesor).

Lembaga penegak hukum, otoritas publik, atau badan peradilan dan organisasi lainnya. Kami mengungkapkan informasi jika kami secara hukum diharuskan untuk melakukannya, atau jika kami memiliki iktikad baik bahwa penggunaan tersebut cukup diperlukan untuk:

mematuhi kewajiban hukum, proses atau permintaan;

menegakkan syarat dan layanan kami dan perjanjian, kebijakan, serta standar lainnya, termasuk penyelidikan terhadap setiap potensi pelanggaran;

mendeteksi, mencegah, atau mengatasi masalah keamanan, penipuan, atau teknis; atau

melindungi hak, properti, atau keselamatan kami, pengguna kami, pihak ketiga atau publik sebagaimana diwajibkan atau diizinkan oleh hukum (termasuk bertukar informasi dengan perusahaan dan organisasi lain untuk tujuan perlindungan penipuan dan pengurangan risiko kredit); dan

Pihak ketiga yang mengambil alih seluruh atau sebagian data dari kami semua atau bisnis kami. Kami akan mengungkapkan informasi kepada pihak ketiga jika kami menjual atau membeli bisnis apa pun atau menjalani

merger, dalam hal ini kami akan mengungkapkan data Anda kepada calon pembeli bisnis tersebut. Kami juga akan mengungkapkan informasi kepada pihak ketiga jika kami menjual, membeli, menggabungkan atau bermitra dengan perusahaan atau bisnis lain, atau menjual sebagian atau seluruh aset kami. Dalam transaksi tersebut, informasi pengguna mungkin termasuk di antara aset yang ditransfer.

Tautan dan Layanan Pihak Ketiga

Tencent dapat menyediakan tautan ke situs web pihak ketiga lainnya sebagai kenyamanan bagi Anda (secara kolektif, "**Situs Web Pihak Ketiga**"). Harap berhati-hati saat mengunjungi situs web Pihak Ketiga mana pun. Situs Web Pihak Ketiga memiliki kebijakan privasi, pemberitahuan, dan ketentuan penggunaan yang terpisah dan independen yang mengatur penggunaan Situs Web tersebut oleh Anda dan penggunaan informasi apa pun yang mereka kumpulkan. Kami sarankan Anda membaca kebijakan ini dengan hati-hati. Tencent menolak semua tanggung jawab atas informasi pribadi yang Anda berikan ke Situs Web Pihak Ketiga mana pun.

Keamanan Informasi Pribadi Anda

Namun demikian, transmisi informasi melalui internet tidak sepenuhnya aman. Meskipun kami akan melakukan yang terbaik untuk melindungi informasi pribadi Anda, kami tidak dapat menjamin keamanan informasi yang dikirimkan ke situs kami.

Retensi Data

Kami akan menyimpan informasi pribadi Anda seperti yang dijelaskan di bawah ini (kecuali jika diperlukan untuk disimpan oleh hukum yang berlaku).

| Informasi | Jangka Waktu Penyimpanan |
|--|--|
| Lokasi, Alamat Email, Kata Sandi, Alamat IP, Agen Pengguna (atau browser situs web), ID Perangkat, ID Tencent Cloud, Kode Verifikasi, Nomor Ponsel, Nama, Alamat (termasuk kota, provinsi, dan kode pos), APPID, UIN | Data akun disimpan selama akun ada. Informasi dihapus dalam waktu tiga puluh (30) hari sejak tanggal akun dihapus. |
| Informasi kartu kredit (nomor kartu, nama, tanggal kedaluwarsa, kode keamanan) | Data akun disimpan selama akun ada. Informasi dihapus dalam waktu tiga puluh (30) hari sejak tanggal akun dihapus. |
| Catatan Transaksi | Data pembayaran disimpan selama akun ada. Informasi dihapus dalam waktu sembilan puluh (90) hari sejak tanggal akun dihapus. |
| ID Foto (misalnya, SIM, paspor atau izin kerja) Nama dan Alamat | Data akun disimpan selama akun ada. Informasi dihapus dalam waktu tiga puluh (30) hari sejak tanggal akun dihapus. |
| Data Log, Metadata, Alamat IP, Agen Pengguna, Tanggal | Data ini disimpan selama akun ada. Informasi |

| | |
|--|--|
| dan Waktu Akses, setiap kunjungan URL dalam situs web Tencent Cloud baik langsung atau dirujuk dari situs web pihak ketiga | dihapus dalam waktu tiga puluh (30) hari sejak tanggal akun dihapus. |
| Tiket Layanan Pelanggan /Konten Obrolan, Alamat IP, Id Tencent Cloud, rincian insiden dan langkah respons; Nomor akun pengguna Telegram | Data ini disimpan selama akun ada. Informasi dihapus dalam waktu dua puluh empat (24) jam sejak tanggal akun dihapus. |
| Log dan Metadata dalam kaitannya dengan insiden | Data ini disimpan selama akun ada. Informasi dihapus dalam waktu tiga puluh (30) hari sejak tanggal akun dihapus. |
| Data Pertanyaan (data yang diberikan ketika Anda mengajukan pertanyaan melalui formulir kontak situs web kami atau sebagai bagian dari penyelidikan penjualan), termasuk nama, email, nomor telepon, UIN, prioritas kueri atau tiket, pengaturan pengingat, nama perusahaan, layanan bisnis, lokasi, dan rincian kueri Anda atau informasi tambahan apa pun yang Anda berikan) | Data penyelidikan diadakan sampai penyelidikan diselesaikan, dan kemudian dihapus dalam waktu seratus delapan puluh (180) hari setelah resolusi tersebut, kecuali jika Anda setuju untuk menyimpan data ini dan menerima lebih banyak informasi di masa depan. |
| Data pertanyaan dukungan teknis (data yang diberikan saat Anda mengajukan permintaan dukungan teknis), termasuk nama, email, nomor telepon, jenis pertanyaan, dan rincian kueri Anda | Data penyelidikan dukungan teknis diadakan sampai penyelidikan diselesaikan, dan kemudian dihapus dalam waktu seratus delapan puluh (180) hari setelah resolusi tersebut, kecuali jika Anda setuju untuk menyimpan data ini dan menerima lebih banyak informasi di masa depan. |
| Data Kontak Promosi: Nama, Email, Nomor Telepon, Nama Perusahaan, Layanan Bisnis, Lokasi, dan rincian kueri Anda | Data tersebut disimpan sampai Anda memberi tahu kami bahwa Anda tidak lagi ingin menerima informasi promosi. |
| Data Pemasaran: Nama, Email Bisnis, Nomor Telepon, Nama Perusahaan, Negara/Wilayah, dan Industri | Data tersebut disimpan sampai Anda memberi tahu kami bahwa Anda tidak lagi ingin menerima informasi promosi. |
| Nama, alamat email, kode negara, nomor telepon, nama perusahaan, layanan bisnis, penyelidikan. | Data ini disimpan selama Program Dukungan Sumber Daya Cloud COVID-19 beroperasi. Informasi dihapus dalam waktu sembilan puluh (90) hari sejak tanggal Program Dukungan Sumber Daya Cloud COVID-19 berakhir. |
| Nama, Alamat Email, Kode Negara, Nomor Telepon, dan Nama Perusahaan | Data ini disimpan selama akun ada. Informasi dihapus dalam waktu tiga puluh (30) hari sejak tanggal akun dihapus. |
| Nama, Alamat Email, dan informasi lain yang Anda berikan | Data ini disimpan selama diperlukan untuk |

kepada kami untuk mematuhi kewajiban hukum (misalnya Tanggal Lahir, Kebangsaan, Tanggal Pendaftaran Usaha, Nomor Pendaftaran Usaha, Tempat Pendaftaran Usaha)

memenuhi kewajiban hukum yang berlaku.

Informasi pribadi, yang telah memenuhi tujuan pengumpulan atau penggunaan, atau telah mencapai periode waktu di mana informasi pribadi harus dimiliki, akan dihancurkan dengan cara yang ireversibel. Informasi pribadi yang disimpan dalam file elektronik akan dihapus dengan aman dengan cara yang ireversibel dengan menggunakan metode teknis, dan informasi yang dicetak akan dihancurkan dengan merobek atau membakar informasi tersebut. Selain itu, kami akan menghapus informasi pribadi Anda dalam 10 hari (i) setelah permintaan penghapusan informasi pribadi Anda; (ii) setelah penghapusan akun anda; dan/atau (iii) jika ada informasi pribadi yang ditinggalkan bersama pendaftaran akun yang tidak lengkap.

Dalam hal periode pemrosesan dan retensi telah dihentikan, tetapi informasi pribadi harus disimpan terus menerus karena alasan lain termasuk untuk tujuan yang ditentukan berdasarkan undang-undang yang berlaku, informasi pribadi yang relevan akan disimpan dan dipelihara secara terpisah dari jenis informasi pribadi lainnya.

Hak-Hak Anda

Bagian ini ("Hak Anda") berlaku untuk pengguna yang berada di Wilayah Ekonomi Eropa. Sub-bagian berjudul "Akses, Koreksi & Penghapusan" juga berlaku untuk pengguna yang berlokasi di Jepang dan Korea dan Daerah Administratif Khusus Makau.

Anda memiliki hak tertentu terkait dengan informasi pribadi tentang Anda yang kami simpan. Beberapa di antaranya hanya berlaku dalam keadaan tertentu sebagaimana ditetapkan secara lebih terperinci di bawah. Kami juga menetapkan cara menggunakan hak tersebut. Harap dicatat bahwa kami akan meminta Anda untuk memverifikasi identitas Anda sebelum merespons permintaan apa pun untuk menggunakan hak Anda. Kami harus menanggapi permintaan Anda untuk menggunakan hak tersebut setidaknya dalam waktu satu bulan (walaupun hal ini dapat diperpanjang untuk dua bulan dalam keadaan tertentu) kecuali diizinkan oleh undang-undang yang berlaku. Untuk menggunakan hak Anda, lengkapi formulir permintaan [di sini](#).

Akses, Koreksi & Penghapusan

Anda dapat mengakses, memperbaiki, dan menghapus beberapa data Anda di portal akun kapan saja [di sini](#). Jika Anda yakin ada informasi pribadi lain yang kami proses tentang Anda, atau Anda tidak dapat memperbaiki atau menghapus informasi yang tidak akurat, Anda dapat mengajukan permintaan [di sini](#). Anda juga memiliki hak untuk memperoleh salinan informasi pribadi tertentu (lihat *Portabilitas* di bawah).

Harap dicatat bahwa kami mungkin menyimpan informasi pribadi jika ada dasar hukum yang sah berdasarkan undang-undang perlindungan data untuk kami melakukannya (sebagai contoh, untuk pembelaan terhadap tuntutan hukum atau kebebasan berpendapat) namun kami akan memberi tahu Anda jika hal itu terjadi.

Portabilitas

Anda memiliki hak untuk menerima salinan informasi pribadi tertentu yang kami kumpulkan dari Anda dalam format terstruktur, umum digunakan dan dapat dibaca mesin dan hak untuk meminta kami mentransfer informasi pribadi tersebut ke pihak lain. Informasi pribadi yang relevan adalah informasi yang Anda berikan untuk tujuan melakukan kontrak kami dengan Anda (misalnya, nomor ponsel, alamat email, atau data transaksi Anda). Anda dapat mengekspor Konten Anda kapan saja.

Jika Anda ingin kami mentransfer informasi pribadi ke pihak ketiga, Anda dapat menghubungi kami menggunakan formulir yang tersedia [di sini](#). Perhatikan bahwa kami hanya dapat melakukannya jika hal tersebut bisa dilakukan secara teknis.

Pembatasan Pemrosesan menjadi Penyimpanan Saja

Anda memiliki hak untuk meminta kami menghentikan pemrosesan informasi pribadi Anda yang kami miliki selain untuk tujuan penyimpanan dalam keadaan tertentu. Namun, harap perhatikan bahwa jika kami berhenti memproses informasi pribadi, kami dapat menggunakannya lagi jika ada alasan yang sah berdasarkan undang-undang perlindungan data bagi kami untuk melakukannya (misalnya untuk pembelaan klaim hukum atau untuk perlindungan orang lain).

Keberatan

Anda memiliki hak untuk menolak pemrosesan informasi pribadi Anda dalam keadaan tertentu (seperti di mana informasi tersebut digunakan dengan persetujuan Anda, misalnya untuk pemasaran atau pembuatan profil) dengan menyelesaikan [formulir di sini](#).

Komunikasi dari Kami

Jika Anda telah memilih untuk menerima pemasaran langsung dari kami, kami dapat mengirim Anda berita dan penawaran dari waktu ke waktu, misalnya; untuk memesan tempat di webinar kami. Anda dapat memilih keluar kapan saja dengan menghubungi kami di: cloudlegalnotices@tencent.com.

Kami dapat, sewaktu-waktu, mengirimkan Anda pengumuman terkait layanan yang kami anggap perlu (seperti saat kami menanggapi Tencent Cloud demi keperluan pemeliharaan, atau keamanan, privasi, atau komunikasi terkait administrasi untuk sementara waktu). Anda dapat memilih untuk tidak menerima pengumuman yang terkait dengan layanan, yang bukan bersifat promosi.

Kontak & Pengaduan

Pertanyaan, komentar, dan permintaan mengenai kebijakan ini sangat disarankan dan harus ditujukan ke Petugas Privasi kami di cloudlegalnotices@tencent.com.

Apabila Anda ingin menyampaikan pengaduan tentang cara kami memproses informasi pribadi Anda, silakan hubungi Petugas Privasi kami di cloudlegalnotices@tencent.com dan kami akan berupaya untuk segera memenuhi permintaan Anda. Hal ini tidak akan mengurangi hak Anda untuk mengajukan klaim

kepada otoritas pengawasan perlindungan data di negara UE tempat Anda tinggal atau bekerja apabila Anda menduga bahwa kami telah melanggar undang-undang perlindungan data.

Pembaruan & Perubahan

Apabila kami membuat perubahan material pada kebijakan ini, kami akan memuat kebijakan yang telah diperbarui di sini dan membuat pemberitahuan di situs web. Harap kunjungi halaman ini apabila terdapat pembaruan atau perubahan kebijakan ini.

TAMBAHAN KHUSUS YURISDIKSI

KOREA SELATAN

Terakhir diperbarui: 10 / 19 / 2023

Adendum Kebijakan Privasi Tencent Cloud ("Adendum") ini adalah untuk menanggapi hal-hal yang diperlukan untuk memproses informasi pribadi Anda sesuai dengan Undang-Undang Perlindungan Informasi Pribadi ("PIPA") Korea. Silakan merujuk Kebijakan Privasi Tencent Cloud untuk detail lebih lanjut tentang ketentuan penggunaan Layanan.

Cara Kami Menyimpan dan Mengungkapkan Informasi Pribadi Anda

a. Kami mendelegasikan pemrosesan informasi pribadi Anda seperti yang dijelaskan di bawah ini, dan delegasi dapat memproses informasi pribadi Anda sesuai dengan tujuan delegasi:

| Delegasi | Tugas yang Didelegasikan |
|---|---|
| Adyen Singapore Pte Ltd. | Pemrosesan pembayaran dan manajemen risiko |
| Midaspay HK | Pemrosesan pembayaran dan manajemen risiko |
| Image Frame Investment (HK) Limited | Pengiriman SMS |
| Tencent Cloud Computing (Beijing) Co., Ltd. | Memberikan dukungan back-end |
| Reseller Pihak Ketiga | Manajemen hubungan klien dan komunikasi pemasaran |

Transfer Informasi Pribadi ke Luar Negeri

Kami mentransfer Informasi Pribadi ke pihak ketiga di luar negeri sebagai berikut:

| Penerima (Informasi Kontak Manajer Informasi) | Negara tempat Informasi Pribadi Anda | Tanggal dan Metode Transfer | Jenis Informasi Pribadi Anda yang Akan Ditransfer | Tipe Informasi Pribadi |
|---|--------------------------------------|-----------------------------|---|------------------------|
| | | | | |

| | Akan Ditransfer | | | |
|---|---|-----------------------|--|----------------------------|
| Adyen Singapore Pte Ltd. dpo@adyen.com | Singapura | Transmisi terenkripsi | Nomor kartu kredit, nama, periode valid, CVV, alamat | Pe pe da m ris |
| Midaspay HK dpo@centauriglobal.com | Singapura, Hong Kong, Amerika Serikat | Transmisi terenkripsi | Nomor kartu kredit, nama, masa berlaku, CVV, alamat, informasi perangkat dan jaringan, data verifikasi.verification data. | Pe pe da m ris |
| Frensworkz Software Technology Co., Limited support@frensworkz.com | RRT | Transmisi online | Nama depan dan belakang Jabatan Peran Posisi Industri Pemberi Kerja Informasi Kontak (perusahaan, departemen, peran, email, telepon, nomor QQ, alamat surat fisik, situs web) Akun, nama akun, nama komentar akun Data ID Alamat penagihan, negara penagihan, jalan penagihan, kota penagihan, negara bagian/provinsi penagihan, zip/kode pos penagihan | La pe ağ |
| Image Frame Investment (HK) Limited | Hong | Transmisi | Nomor ponsel, | Pe |

| | | | | |
|--|--------------------------|---|---|-----------------------|
| dataprotection@tencent.com | Kong | online | konten SMS | SI |
| Salesforce.com Singapore Pte. Ltd https://www.salesforce.com/ap/company/privacy/ | Amerika Serikat | Transmisi online | <p>Data Kontak Promosi Data Pemasaran Nama depan dan belakang Jabatan Peran Posisi Industri Pemberi Kerja Informasi Kontak (perusahaan, departemen, peran, email, telepon, nomor QQ, alamat surat fisik, situs web) Akun, nama akun, nama komentar akun Data ID Alamat penagihan, negara penagihan, jalan penagihan, kota penagihan, negara bagian/provinsi penagihan, zip/kode pos penagihan</p> | M h k k p |
| Tencent Cloud Computing (Beijing) Co., Ltd. meeting_info@tencent.com | Republik Rakyat Tiongkok | Transmisi online pada pembuatan dan pembayaran akun | <p>Wajib: Tanggal lahir, nama, nomor ponsel, alamat email, lokasi, alamat (termasuk kota dan kode pos), informasi kartu kredit, jenis bisnis, kata sandi Opsional: Foto ID (misalnya, SIM, paspor, izin kerja</p> | O p s |

| | | | | |
|--|-----------------|--|-------------------------------------|----|
| | | | atau izin usaha) nama dan alamat | |
| Google Inc. https://policies.google.com/privacy | Amerika Serikat | Ditransmisikan jika pengguna login menggunakan ID Google | Kredensial Log-in | Lc |

Penghancuran Data

Informasi pribadi yang telah memenuhi tujuan pengumpulan atau penggunaan, dan telah mencapai periode waktu di mana informasi pribadi harus dimiliki, akan dihancurkan dengan cara yang ireversibel. Informasi pribadi yang disimpan dalam file elektronik akan dihapus dengan aman dengan cara yang ireversibel dengan menggunakan metode teknis, dan informasi yang dicetak akan dihancurkan dengan merobek atau membakar informasi tersebut. Informasi pribadi harus disimpan sesuai dengan undang-undang berikut dan akan disimpan selama periode yang ditunjukkan dalam tabel di bawah. Harap perhatikan juga bahwa informasi pribadi yang disimpan berdasarkan undang-undang berikut juga dapat disimpan untuk tujuan lain sebagaimana ditunjukkan di bagian Penyimpanan Data.

| | | |
|---|--|---|
| UU Perlindungan Konsumen dalam Perdagangan Elektronik, Dll. | Pasal 6 Undang-Undang tentang Perlindungan Konsumen dalam Perdagangan Elektronik, Dll. Pasal 6 Keputusan Penerapan Undang-Undang Perlindungan Konsumen dalam Perdagangan Elektronik, Dll. | Dalam perdagangan elektronik atau penjualan pesanan lewat pos: Catatan mengenai pelabelan dan periklanan (6 bulan) Catatan mengenai pelaksanaan atau penarikan kontrak (5 tahun) Catatan mengenai pembayaran suatu harga dan penyediaan barang dan jasa (5 tahun) Catatan mengenai layanan pelanggan atau penyelesaian sengketa (3 tahun) |
| Undang-undang Perlindungan Rahasia Komunikasi | Pasal 15-2 Undang-Undang Perlindungan Rahasia Komunikasi Pasal 41 Keputusan Penerapan Undang-Undang Perlindungan Rahasia Komunikasi | Catatan log, alamat IP (3 bulan) Tanggal telekomunikasi oleh pengguna, waktu mulai dan berakhirnya telekomunikasi, nomor langganan lawan bicara seperti nomor masuk dan keluar, frekuensi penggunaan (12 bulan) |

Hak Anda atas Subjek Data dan Metode untuk Menggunakan Hak tersebut

Anda dapat menggunakan hak-hak berikut kapan saja sehubungan dengan perlindungan informasi pribadi:

(a) Hak untuk meminta izin untuk memeriksa informasi pribadi;

(b) Hak untuk meminta koreksi informasi pribadi jika ada kesalahan, dll.;

(c) Hak untuk meminta penghapusan informasi pribadi;

(d) Hak untuk meminta penangguhan pemrosesan informasi pribadi,

dengan mengisi formulir yang ditentukan dalam Formulir 8 terlampir Peraturan Penerapan PIPA dan menyerahkannya kepada kami melalui pos, email, atau faks. Dalam hal ini, kami akan segera mengambil tindakan yang diperlukan. Anda juga dapat menggunakan hak-hak Anda di atas melalui agen, termasuk perwakilan hukum dan surat kuasa. Dalam hal ini, subjek data wajib menyerahkan surat pelimpahan sebagaimana tercantum dalam Formulir 11 terlampir Peraturan Pemberlakuan PIPA. Hak untuk mengakses atau membatasi pemrosesan data pribadi dapat dibatasi sesuai dengan Pasal 5-4 dan 37-2 PIPA. Sehubungan dengan permintaan koreksi atau penghapusan informasi pribadi, subjek data tidak dapat meminta penghapusan informasi pribadi subjek tersebut jika informasi pribadi yang relevan disediakan sebagai informasi yang dikumpulkan berdasarkan undang-undang apa pun. Setelah menerima permintaan untuk memeriksa, mengoreksi atau menghapus informasi pribadi atau permintaan untuk menangguhkan pemrosesan informasi pribadi, kami akan memverifikasi apakah orang yang meminta adalah subjek data atau perwakilan yang sah.

Melindungi Informasi Pribadi Anda

Kami telah menerapkan langkah-langkah berikut untuk melindungi informasi pribadi Anda.

Tindakan Pengelolaan: Kami telah menetapkan dan menerapkan kebijakan manajemen privasi internal, yang mencakup penunjukan personel privasi, dan prosedur audit untuk memastikan kebijakan privasi diterapkan secara efektif.

Tindakan Teknis dan Organisasi: Kami telah menerapkan berbagai teknologi dan prosedur keamanan untuk melindungi informasi pribadi Anda dari akses, penggunaan, modifikasi, atau pengungkapan yang tidak sah. Misalnya, kami telah menerapkan sistem otorisasi dan kontrol akses yang memungkinkan kami memberikan, mengubah, dan membatalkan hak akses terhadap informasi pribadi untuk mengontrol dan membatasi akses ke informasi pribadi Anda dan mencatat akses ke informasi pribadi. Selain itu, kami menggunakan perangkat lunak keamanan yang diperbarui secara berkala serta teknologi enkripsi untuk mengurangi risiko kebocoran informasi pribadi selama penyimpanan dan transmisi.

Tindakan Fisik: Informasi pribadi Anda disimpan di fasilitas terkontrol dengan prosedur kontrol akses yang ketat.

Kontak

Jika Anda memiliki pertanyaan atau komentar tentang Kebijakan Privasi, jika Anda perlu melaporkan masalah, atau jika Anda ingin kami memperbarui, mengubah, atau meminta penghapusan informasi yang kami miliki tentang Anda, silakan hubungi Kepala Petugas Privasi kami (atau departemen yang bertanggung jawab atas perlindungan informasi pribadi) di:

Departemen yang Bertanggung Jawab atas Perlindungan Informasi Pribadi

Nama Departemen: Departemen Privasi dan Perlindungan Data

E-mail: cloudlegalnotices@tencent.com

Domestic Privacy Representative (Perwakilan Privasi Domestik)

Berdasarkan Pasal 39-11 dari PIPA dan Pasal 32-5 Undang-Undang tentang Promosi Pemanfaatan Jaringan Informasi dan Komunikasi dan Perlindungan Informasi, informasi mengenai agen domestik yang ditunjuk adalah sebagai berikut:

Nama dan perwakilan: Tencent Korea Yuhan Hoesa (Perwakilan: Li Yan)

Alamat: 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Korea

Nomor Telepon: +82-2-2185-0926

E-mail: cloudlegalnotices@tencent.com

Jika Anda perlu melaporkan atau melakukan konsultasi tentang masalah invasi informasi pribadi, silakan hubungi agensi berikut:

Komite Mediasi Sengketa Informasi Pribadi (kopico.go.kr/main/main.do dial 1833-6972)

Pusat Laporan Pelanggaran Informasi Pribadi (privacy.kisa.or.kr / hubungi 118)

Divisi Penyelidikan Tindak Kriminal Siber Kantor Kejaksaan Agung (spo.go.kr / hubungi 1301)

Sistem Manajemen & Pelaporan Kejahatan Siber Elektronik Biro Investigasi Siber Badan Kepolisian Nasional Korea (ecrm.cyber.go.kr/minwon / hubungi nomor utama 182)

AMERIKA SERIKAT

Ketentuan Adendum ini berlaku untuk penduduk Amerika Serikat berdasarkan Undang-Undang Privasi Konsumen California, sebagaimana diubah oleh Undang-Undang Hak Privasi California (California Privacy Rights Acts, "CCPA"), Undang-Undang Privasi Colorado, Undang-Undang Connecticut Mengenai Privasi Data Pribadi dan Pemantauan Online, Undang-Undang Privasi Konsumen Utah dan Undang-Undang Perlindungan Data Konsumen Virginia (secara bersama-sama disebut sebagai "Undang-Undang Privasi A.S."). Undang-Undang Privasi A.S. memberikan penduduk A.S. tertentu hak hukum tertentu terkait informasi pribadi mereka seperti hak untuk meminta akses, menghapus, dan memperbaiki. Hak-hak ini tidak mutlak dan tunduk pada pengecualian tertentu. Untuk tujuan Adendum ini, "konsumen", "Anda", dan "milik Anda" berarti pengguna Layanan, pelamar kerja, dan perwakilan entitas yang terlibat dengan kami terkait dengan Layanan.

Jangan Telusuri (Do Not Track, DNT)

Pengaturan peramban Anda memungkinkan Anda untuk mengirimkan sinyal "jangan telusuri", sinyal "preferensi memilih untuk keluar" atau mekanisme lain untuk menggunakan pilihan Anda mengenai pengumpulan informasi pribadi Anda ketika Anda mengunjungi berbagai situs web. Seperti banyak situs web, situs web kami tidak dirancang untuk menanggapi sinyal tersebut, dan kami tidak menggunakan atau mengungkapkan informasi pribadi Anda dengan cara apa pun yang secara hukum mewajibkan kami untuk mengenali sinyal preferensi memilih untuk keluar.

Pengumpulan, Penggunaan, dan Pengungkapan Informasi Pribadi

Selama 12 bulan terakhir, melalui penggunaan Layanan oleh Anda, kami mungkin telah mengumpulkan dan mengungkapkan kategori informasi pribadi, termasuk informasi pribadi yang sensitif (ditandai dengan *)

Pengidentifikasi, termasuk nama, alamat email, nomor ponsel, alamat IP, pengenal perangkat, Tencent Cloud ID, alamat surat, identifikasi yang dikeluarkan pemerintah, dan kode verifikasi yang dikirimkan ke atau dari perangkat.

Informasi ini dikumpulkan langsung dari konsumen atau perangkat.

Internet atau informasi aktivitas jaringan elektronik lainnya, termasuk Agen Pengguna atau browser situs web, metadata log yang terkait dengan interaksi konsumen dengan Tencent Cloud, dan rincian insiden dukungan pelanggan Tencent Cloud (serta langkah-langkah respons yang terkait dengan tiket layanan pelanggan). Informasi ini dikumpulkan langsung dari konsumen atau perangkat.

Data geolokasi, termasuk data lokasi yang berasal dari alamat IP yang diberikan langsung kepada kami dari perangkat. Data titik akses Wi-Fi dapat digunakan untuk memahami data lokasi pada tingkat kode pos. Informasi ini dikumpulkan langsung dari perangkat;

Informasi komersial, termasuk informasi kartu pembayaran dan catatan transaksi (seperti informasi tentang Layanan yang dibeli, seperti kode aktivasi dan tanggal pembelian). Informasi ini dikumpulkan langsung dari konsumen atau perangkat.

Kami mengumpulkan informasi pribadi untuk tujuan berikut dan sebagaimana dijelaskan dalam Modul yang berlaku:

Untuk mengoperasikan dan mengelola Layanan;

Untuk berkomunikasi dengan konsumen;

Untuk meningkatkan Layanan;

Untuk tujuan keamanan dan verifikasi, termasuk untuk mencegah dan mendeteksi aktivitas penipuan; dan

Untuk mengatasi dan memulihkan kesalahan dan masalah (bug) teknis.

Untuk informasi tambahan tentang kegunaan masing-masing jenis informasi pribadi, lihat [grafik ini](#) dalam bagian utama dari Kebijakan Privasi. Kami tidak mengumpulkan, menggunakan, atau mengungkapkan informasi pribadi Anda, termasuk informasi pribadi yang sensitif, untuk tujuan selain yang ditentukan dalam Kebijakan Privasi ini. Selanjutnya, kami hanya menggunakan dan mengungkapkan informasi pribadi yang sensitif untuk tujuan yang diizinkan oleh Undang-Undang Privasi A.S., atau dengan persetujuan Anda.

Kami mengungkapkan informasi pribadi kepada jenis entitas berikut ini:

Afiliasi kami di dalam grup perusahaan yang memproses informasi pribadi untuk mengoperasikan Layanan
Perusahaan lain yang menyediakan layanan atas nama kami yang dilarang berdasarkan kontrak untuk menyimpan, menggunakan atau mengungkapkan informasi pribadi untuk tujuan apa pun selain untuk memberikan jasa kepada kami

Regulator dan otoritas peradilan dan lembaga penegak hukum.

Perusahaan yang mengambilalih atau sedang dalam proses akuisisi seluruh atau sebagian besar bisnis kami

Selama 12 bulan terakhir, kami belum menjual informasi pribadi milik warga A.S. dengan mengacu pada definisi “dijual” berdasarkan Undang-Undang Privasi A.S. dan belum membagikan informasi pribadi penduduk California dalam arti “berbagi” dalam CCPA. Selanjutnya, kami tidak mengetahui bahwa kami menjual atau “membagikan” informasi pribadi penduduk di bawah usia 16 tahun.

Hak-hak berdasarkan Undang-Undang Privasi A.S.

Jika Anda merupakan penduduk A.S. dan Undang-Undang Privasi A.S. tidak mengakui pengecualian yang berlaku untuk Anda atau informasi pribadi Anda, Anda berhak untuk:

Meminta kami untuk mengungkapkan kepada Anda tanpa biaya apa pun informasi tertentu tentang Anda. Jika Anda adalah penduduk California, Anda dapat meminta agar kami mengungkapkannya informasi berikut:

kategori Informasi pribadi tentang Anda yang kami kumpulkan;

kategori sumber tempat informasi pribadi dikumpulkan;

tujuan pengumpulan informasi pribadi tentang Anda;

kategori pihak ketiga kepada siapa kami mengungkapkan informasi pribadi tentang Anda dan kategori informasi pribadi yang diungkapkan (jika relevan) dan tujuan pengungkapan informasi pribadi tentang Anda; dan

jenis informasi pribadi spesifik yang kami kumpulkan mengenai Anda;

Meminta agar kami menghapus informasi pribadi yang telah kami kumpulkan tentang Anda

Meminta kami memperbaiki informasi pribadi yang tidak akurat yang kami simpan tentang Anda; dan

Bebas dari diskriminasi yang melanggar hukum untuk menggunakan hak-hak Anda, termasuk memberikan tingkat atau kualitas layanan yang berbeda, atau menolak barang atau layanan kepada Anda saat Anda menggunakan hak-hak Anda.

Kami bertujuan untuk memenuhi semua permintaan terverifikasi dalam waktu 45 hari. Apabila diperlukan, perpanjangan selama 45 hari tambahan akan disertai dengan penjelasan untuk penundaan tersebut.

Cara Menggunakan Hak-Hak Anda

Pertama, Anda dapat masuk ke akun Anda dan mengelola data Anda dari akun tersebut. Jika Anda merupakan penduduk A.S. tempat Undang-Undang Privasi A.S. diterapkan, Anda dapat menggunakan hak-hak Anda, jika ada, untuk informasi pribadi dengan menghubungi kami di cloudlegalnotices@tencent.com.

Hanya Anda, atau seseorang yang Anda beri wewenang untuk bertindak atas nama Anda, yang dapat mengajukan permintaan terkait informasi pribadi Anda. Agen resmi dapat mengajukan permintaan dengan memberikan izin tertulis yang diberikan oleh Anda. Sebagai bagian dari proses verifikasi identitas untuk tujuan menangani permintaan subjek data Anda, Anda diwajibkan masuk ke akun Anda yang ada dan kami dapat menanyakan informasi tambahan kepada Anda (termasuk tetapi tidak terbatas pada negara pendaftaran, sumber daya cloud yang dibeli, dan nomor ponsel terdaftar) untuk membuat akun Anda dapat diverifikasi.

Selain itu, apabila berlaku, kami akan memberi Anda lebih banyak informasi tentang proses banding kami. Ketika Anda mengirimkan permintaan atau mengajukan banding, kami akan membatasi pengumpulan informasi Anda hanya pada hal yang diperlukan untuk memenuhi permintaan Anda dengan aman atau memproses banding Anda.

BRASIL

Bagian ini berlaku untuk pengguna yang berlokasi di Brasil:

Pencabutan Persetujuan

Ketika kami menggunakan informasi pribadi berdasarkan izin Anda, izin yang sudah Anda berikan sebelumnya untuk pengumpulan, penggunaan, dan pengungkapan informasi pribadi tersebut dapat Anda cabut, tergantung pada Batasan kontrak atau hukum yang berlaku. Untuk mencabut persetujuan tersebut, Anda dapat mengakhiri akun Anda atau dapat menghubungi cloudlegalnotices@tencent.com. Ini dapat memengaruhi penyediaan Layanan kami kepada Anda.

Persetujuan Orang Tua dan Wali

Jika Anda berusia di bawah 18 tahun, Anda dilarang menggunakan Layanan untuk tujuan apa pun tanpa terlebih dahulu mendapatkan persetujuan orang tua/wali atas Kebijakan Privasi ini (baik untuk mereka sendiri maupun atas nama Anda). Kami tidak akan dengan sengaja mengumpulkan informasi pribadi dari anak di bawah usia 18 tahun tanpa persetujuan. Hubungi Petugas Perlindungan Data kami jika Anda meyakini bahwa kami memiliki informasi pribadi dari anak di bawah usia 18 tahun tanpa persetujuan orang tua/wali – kami akan segera menyelidiki (dan menghapus) informasi pribadi tersebut.

KANADA

Selain informasi yang diberikan di bagian Kebijakan Privasi ini, kami dapat menyimpan informasi pribadi Anda di dalam dan di luar Kanada, termasuk di Singapura dan Hong Kong. Jika Anda: (i) memiliki pertanyaan atau komentar tentang Kebijakan Privasi, (ii) ingin memperoleh informasi tertulis tentang Kebijakan Privasi; (iii) jika Anda perlu melaporkan masalah, atau jika Anda ingin kami memperbarui, mengubah, atau meminta penghapusan informasi yang kami miliki tentang Anda, silakan hubungi Kepala Petugas Privasi kami (atau departemen yang bertanggung jawab atas perlindungan data pribadi) di cloudlegalnotices@tencent.com.

MESIR

Harap dicatat bahwa layanan ini hanya tersedia untuk pengguna di atas 18 tahun. Jika Anda berada di bawah usia ini, Anda hanya memenuhi syarat untuk menggunakan layanan ini jika Anda mendapatkan persetujuan orang tua atau wali.

Apabila Anda tidak setuju terhadap pemrosesan informasi pribadi Anda sebagaimana yang diuraikan dalam Kebijakan Privasi ini, harap jangan memberikan informasi Anda ketika diminta dan berhenti menggunakan Layanan. Penggunaan Layanan oleh Anda akan dianggap sebagai persetujuan tegas atas aturan yang mengatur informasi pribadi Anda seperti yang dijelaskan dalam Kebijakan Privasi ini.

Dengan melanjutkan proses pendaftaran, Anda menyatakan bahwa Anda telah membaca, memahami, dan menyetujui Kebijakan Privasi ini. Jika Anda tidak menyetujui Kebijakan Privasi ini, Anda tidak dapat menggunakan layanan.

Anda menyatakan izin Anda untuk pemrosesan, penyimpanan, dan transfer lintas batas negara dari data pribadi Anda. Transfer lintas batas dapat terjadi ke negara mana pun di mana kami memiliki database atau afiliasi, termasuk yang berada di luar Mesir (lihat Jenis Informasi Pribadi yang Kami Kumpulkan dan Proses untuk informasi selengkapnya).

Jika Anda adalah pengguna baru, Anda diberikan waktu tujuh hari untuk menginformasikan kami tentang keberatan apa pun terhadap Kebijakan Privasi ini.

Sebagai subjek data Mesir, Anda memiliki hak tertentu dalam Undang-Undang Perlindungan Data Pribadi Mesir.

Prancis

Hak-Hak Anda

Petunjuk untuk pemrosesan data pribadi Anda setelah kematian Anda.

Anda memiliki hak untuk memberi kami instruksi umum atau spesifik untuk penyimpanan, penghapusan, dan komunikasi atas data pribadi Anda setelah kematian Anda.

Instruksi khusus tersebut hanya berlaku untuk kegiatan pemrosesan yang disebutkan di dalamnya dan pemrosesan instruksi ini tunduk pada persetujuan khusus Anda.

Anda dapat mengubah atau mencabut instruksi Anda kapan saja.

Anda dapat menunjuk seseorang yang bertanggung jawab atas pelaksanaan instruksi Anda. Orang ini akan diberi tahu tentang instruksi Anda, jika Anda meninggal, dan berhak untuk meminta implementasinya dari kami. Dengan tidak adanya penunjukan atau, kecuali diberikan, jika orang yang ditunjuk meninggal, ahli waris mereka akan memiliki hak untuk diberi tahu tentang instruksi Anda dan untuk meminta implementasinya dari kami.

Jika Anda ingin membuat instruksi tersebut, silakan hubungi kami di **cloudlegalnotices@tencent.com**.

India

Informasi Pribadi Sensitif

Informasi Pribadi Bersifat Sensitif berupa kata sandi, informasi keuangan (seperti akun bank atau kartu kredit atau kartu debit atau detail alat pembayaran lainnya), data biometrik, kesehatan fisik atau mental, kehidupan seks atau orientasi seksual, dan/atau catatan atau riwayat medis, dan informasi serupa, tetapi tidak mencakup informasi yang tersedia di domain publik, atau disediakan berdasarkan hukum India, termasuk *Right to Information Act* (Undang-undang Hak atas Informasi), 2005.

Berbagi Informasi Pribadi Sensitif Anda

Apabila kami mengizinkan pihak ketiga untuk mengumpulkan dan menggunakan Informasi Pribadi Sensitif Anda, kami akan mengambil langkah-langkah yang wajar untuk memastikan bahwa pihak ketiga tidak mengungkapkan Informasi Pribadi Sensitif lebih lanjut.

Batasan Usia

Anak yang berusia di bawah 18 tahun tidak diizinkan untuk mengikatkan diri pada kontrak online dengan kami atau mendaftar untuk layanan kami. Persetujuan orang tua diperlukan untuk anak-anak di bawah usia 18 tahun untuk mendapatkan layanan kami.

Penarikan Persetujuan

Sejauh yang ditentukan berdasarkan peraturan perundang-undangan yang berlaku, Anda dapat membatalkan persetujuan yang Anda berikan kepada kami sebelumnya untuk pemrosesan tertentu dengan menghubungi kami di **cloudlegalnotices@tencent.com**. Apabila persetujuan diperlukan untuk memproses informasi pribadi Anda, apabila Anda tidak setuju dengan pemrosesan atau apabila Anda membatalkan persetujuan Anda, kami tidak dapat memberikan layanan yang diharapkan.

INDONESIA

Layanan kami tidak ditujukan untuk anak-anak. Anak-anak tidak boleh menggunakan Layanan untuk tujuan apa pun. Kami tidak akan secara sadar mengizinkan siapa pun yang berusia di bawah 21 tahun untuk mendaftar ke Layanan kami dan/atau memberikan informasi identifikasi pribadi apa pun. Jika Anda berusia di bawah 21 tahun, jangan mendaftar untuk menggunakan Layanan kami atau memberikan informasi apa pun tentang diri Anda melalui Layanan.

Kami akan menyimpan informasi pribadi Anda seperti yang dijelaskan dalam Kebijakan Privasi Tencent Cloud dan setidaknya selama lima tahun (kecuali jika diperlukan untuk disimpan oleh hukum yang berlaku).

Jepang

Persetujuan

Dengan klik "setuju", Anda menyetujui transfer informasi lintas perbatasan ke negara mana pun tempat kami memiliki basis data atau afiliasi, termasuk di luar Jepang.

Hak-Hak Anda

Anda dapat meminta kami memberi tahu Anda tentang tujuan penggunaan, pengungkapan, melakukan koreksi apa pun, penghentian penggunaan atau penyediaan, dan/atau penghapusan setiap dan semua informasi pribadi Anda yang kami simpan, sejauh yang diatur oleh *Act on the Protection of Personal Information* (Undang-undang Perlindungan Informasi Pribadi) di Jepang. Jika Anda ingin membuat permintaan tersebut, silakan hubungi kami di **cloudlegalnotices@tencent.com**.

MALAYSIA

Jika Anda ingin menggunakan Layanan, Anda akan diminta untuk memberikan data pribadi Anda. Jika Anda tidak ingin memberikan data pribadi Anda, Anda harus berhenti menggunakan Layanan.

Bahasa Kebijakan Privasi ini

Dalam hal terdapat perbedaan atau ketidakkonsistenan antara versi bahasa Inggris dan Bahasa Melayu untuk Kebijakan Privasi ini, versi bahasa Inggris yang akan berlaku.

Persetujuan Orang Tua dan Wali

Apabila Anda berusia di bawah 18 tahun, mohon untuk tidak menggunakan Layanan.

Apabila Anda menyetujui Kebijakan Privasi ini untuk anak di bawah umur dapat mengakses dan menggunakan Layanan, Anda dengan ini menyetujui pemberian informasi pribadi anak di bawah umur untuk diproses sesuai dengan Kebijakan Privasi ini dan Anda secara pribadi setuju dan sepakat untuk terikat pada ketentuan-ketentuan di dalam Kebijakan Privasi ini. Selanjutnya, Anda dengan ini menyetujui untuk bertanggung jawab atas tindakan anak di bawah umur tersebut, dan kepatuhan anak di bawah umur tersebut terhadap Kebijakan Privasi ini.

Hak Subjek Data

Hak akses: Anda memiliki hak untuk meminta akses dan memperoleh salinan informasi pribadi Anda yang telah kami kumpulkan dan sedang diproses oleh atau atas nama kami. Kami berhak untuk mengenakan biaya untuk menyediakan akses informasi pribadi Anda dalam jumlah yang ditetapkan berdasarkan hukum.

Pada saat menangani permintaan akses data, kami diizinkan untuk meminta informasi tertentu untuk memverifikasi identitas pemohon untuk memastikan bahwa dia adalah orang yang secara hukum berhak membuat permintaan akses data tersebut.

Hak perbaikan: Anda dapat meminta perbaikan atas informasi pribadi Anda. Pada saat menangani permintaan perbaikan data, kami diizinkan untuk meminta informasi tertentu untuk memverifikasi identitas pemohon untuk memastikan bahwa dia adalah orang yang secara hukum berhak membuat permintaan perbaikan data tersebut.

Hak untuk membatasi pemrosesan informasi pribadi Anda: Anda dapat meminta untuk memberlakukan pembatasan atas pemrosesan informasi pribadi Anda dengan menggunakan detail kontak yang disediakan di atas. Akan tetapi, hal ini dapat memengaruhi penyediaan Layanan kami kepada Anda.

Kontak

Untuk melindungi informasi pribadi Anda dan menangani keluhan yang berkaitan dengan informasi pribadi Anda, kami telah menunjuk departemen yang bertanggung jawab berikut ini untuk mengelola dan melindungi informasi pribadi Anda.

Pejabat perlindungan data kami bertanggung jawab atas manajemen dan keamanan Informasi pribadi Anda

Telepon: +603-22872388

Email: cloudlegalnotices@tencent.com.

FILIPINA

Anda harus setidaknya berusia 18 tahun untuk dapat menggunakan Layanan ini.

Perubahan

Kami tidak akan menerapkan perubahan material apa pun pada cara kami dalam memproses Informasi Pribadi Anda, sebagaimana dijelaskan di dalam Kebijakan Privasi, kecuali jika kami telah memberi tahu Anda dan telah memperoleh persetujuan Anda atas perubahan material tersebut.

Hak-Hak Anda

Anda berhak atas hak-hak berikut, sejauh yang diberikan oleh hukum yang berlaku:

Hak untuk diberi tahu. Anda memiliki hak untuk diberi tahu apakah data pribadi yang berkaitan dengan Anda sedang, atau telah diproses, termasuk adanya pengambilan keputusan dan pembuatan profil otomatis.

Hak untuk menolak. Anda memiliki hak untuk menolak pemrosesan informasi pribadi Anda, termasuk pemrosesan untuk pemasaran langsung, pemrosesan otomatis, atau pembuatan profil. Ketika Anda menolak atau menahan persetujuan, kami tidak akan lagi memproses data pribadi Anda, kecuali data pribadi diperlukan sesuai dengan panggilan pengadilan; pengumpulan dan pemrosesan adalah untuk tujuan yang jelas, termasuk, bila diperlukan untuk kinerja atau sehubungan dengan kontrak atau layanan yang telah Anda terikat sendiri; atau informasi pribadi Anda sedang dikumpulkan dan diproses sebagai akibat dari kewajiban hukum.

Hak untuk mengakses. Anda memiliki hak atas akses yang wajar ke, berdasarkan permintaan, hal-hal berikut ini:

konten informasi pribadi Anda yang telah diproses;

sumber asal Informasi Pribadi Anda diperoleh;

nama dan alamat penerima informasi pribadi Anda;

cara data tersebut diproses;

alasan pengungkapan data pribadi kepada penerima, jika ada;

informasi tentang proses otomatis di mana data akan, atau kemungkinan besar, dibuat sebagai satu-satunya dasar untuk semua keputusan yang secara signifikan memengaruhi atau akan memengaruhi subjek data;

tanggal ketika informasi pribadi yang berkaitan dengan Anda terakhir kali diakses dan diubah; dan

gelar, nama atau identitas, dan alamat pengontrol informasi pribadi.

Hak untuk melakukan perbaikan. Anda berhak untuk mempersengketakan ketidakakuratan atau kesalahan dalam informasi pribadi dan meminta kami memperbaikinya segera dan dengan tepat, kecuali jika permintaan tersebut mengganggu atau tidak masuk akal. Jika informasi pribadi telah diperbaiki, kami harus memastikan aksesibilitas informasi baru dan yang ditarik kembali dan penerimaan simultan dari informasi baru dan yang ditarik kembali oleh penerima yang dituju, asalkan penerima atau pihak ketiga yang sebelumnya telah menerima data pribadi yang diproses tersebut harus diberi tahu tentang ketidakakuratan dan perbaikannya, atas permintaan Anda yang wajar.

Hak untuk menghapus atau memblokir. Anda berhak untuk menangguk, menarik, atau meminta pemblokiran, penghapusan, atau penghancuran Informasi Pribadi Anda dari sistem pengarsipan kami.

Hak ini dapat dijalankan berdasarkan penemuan dan bukti penting dari hal-hal berikut ini yang telah Anda temukan: data pribadi Anda tidak lengkap, kedaluwarsa, palsu, atau diperoleh secara tidak sah;

data pribadi Anda digunakan untuk tujuan yang tidak Anda izinkan;

data pribadi Anda tidak lagi diperlukan sesuai tujuan pengumpulannya;

Anda menarik persetujuan atau keberatan atas pemrosesan tersebut, dan tidak ada dasar hukum atau kepentingan yang sah lainnya yang mengesampingkan untuk pemrosesan tersebut;

data pribadi Anda yang berkaitan dengan informasi pribadi yang merugikan Anda, kecuali jika dibenarkan oleh kebebasan berbicara, berekspresi, atau pers atau telah diizinkan;

pemrosesannya melanggar hukum;

kami melanggar hak-hak Anda.

Persetujuan

Dengan menyetujui Kebijakan Privasi ini, Anda memberi persetujuan kepada kami untuk:

mengumpulkan dan memproses informasi pribadi Anda seperti yang dijelaskan di bagian “[Cara Kami Menggunakan Informasi Pribadi Anda](#)”;

berbagi informasi pribadi Anda dengan pihak ketiga, perusahaan dalam grup korporasi kami, dan pihak ketiga yang memperoleh semua atau sebagian data dari kami atau bisnis kami, sebagaimana dijelaskan dalam Kebijakan Privasi ini dan untuk tujuan yang dinyatakan di sini; dan

mentransfer atau menyimpan informasi pribadi Anda di tujuan di luar Filipina ketika pemrosesan harus terjadi di luar Filipina, seperti yang dijelaskan di bagian “[Cara Kami Menyimpan dan Mengungkapkan Informasi Pribadi Anda](#)”.

ARAB SAUDI

Anda menyetujui pengungkapan, transfer, dan ekspor informasi pribadi Anda di luar Arab Saudi atau yurisdiksi lain tempat Anda memberikannya.

SINGAPURA

Kami dapat menyimpan informasi pribadi Anda di dalam dan di luar negara Anda, termasuk di Singapura. Sejauh data ditransfer di luar EEA untuk pemrosesan, (misalnya ke Tiongkok Daratan dan Singapura), kami mengandalkan model kontrak Komisi Eropa untuk transfer data pribadi ke negara ketiga tersebut (yaitu, klausul kontrak standar), sesuai dengan Keputusan 2001/497/EC (dalam hal transfer ke pengontrol) dan Keputusan 2004/915/EC (dalam hal transfer ke prosesor).

Paragraf berjudul 'Akses, Koreksi, dan Penghapusan' dalam Kebijakan Privasi dihapus dan diganti dengan paragraf berikut:

Anda dapat mengakses dan memperbaiki beberapa data Anda di portal akun kapan saja di sini. Jika Anda yakin ada informasi pribadi lain yang kami proses tentang Anda, atau Anda tidak dapat memperbaiki informasi yang tidak akurat, Anda dapat mengajukan permintaan di cloudlegalnotices@tencent.com. Anda juga memiliki hak untuk memperoleh salinan informasi pribadi tertentu (lihat Portabilitas di bawah). Sesuai dengan undang-undang di Singapura, Anda tidak memiliki hak hukum untuk menghapus data Anda, namun kami dapat menghapus data Anda berdasarkan permintaan kepada kami.

Harap dicatat bahwa kami mungkin menyimpan informasi pribadi jika ada dasar hukum yang sah berdasarkan undang-undang perlindungan data untuk kami melakukannya (sebagai contoh, untuk pembelaan terhadap tuntutan hukum atau kebebasan berpendapat) namun kami akan memberi tahu Anda jika hal itu terjadi.

Thailand

Anda menyatakan bahwa Anda telah membaca, memahami, dan menyetujui Kebijakan Privasi ini. Apabila Anda tidak menyetujui Kebijakan Privasi ini, Anda dilarang untuk menggunakan Layanan.

Anda dapat meminta kami untuk menghentikan, membatasi penggunaan atau penyediaan, dan/atau meminta portabilitas data untuk segala dan semua informasi pribadi yang kami simpan, sejauh yang diatur oleh Undang-undang tentang peraturan privasi data yang berlaku di Thailand, termasuk *Personal Data Protection Act* (Undang-undang Perlindungan Data Pribadi) Thailand. Jika Anda ingin membuat permintaan tersebut, silakan hubungi kami di [**cloudlegalnotices@tencent.com**](mailto:cloudlegalnotices@tencent.com).

Kami akan memberikan Anda email pemberitahuan terhadap segala perubahan dalam Kebijakan Privasi ini, dan memberikan Anda kesempatan untuk menolak perubahan tersebut, yang jika tidak dilakukan berarti perubahan akan berlaku sebagaimana disebutkan dalam pemberitahuan.

TURKI

Perwakilan Pengontrol Data kami di Turki adalah Özdağistanlı Ekici Avukatlık Ortaklığı untuk keperluan kepatuhan terhadap *Turkish Law on Personal Data Protection Law* (Undang-undang Perlindungan Data Pribadi Turki) ("**DPL**") dan peraturan tambahannya, serta dapat dihubungi di tencent@iptech-legal.com. Mohon masukan kata "Turki" di dalam judul email Anda.

Layanan kami tidak ditujukan untuk anak-anak. Anak-anak tidak boleh menggunakan Layanan untuk tujuan apa pun. Kami tidak akan secara sadar mengizinkan siapa pun yang berusia di bawah 18 tahun untuk mendaftar ke Layanan kami dan/atau memberikan informasi identifikasi pribadi apa pun. Kami akan meminta persetujuan orang tua untuk anak-anak di bawah usia 18 tahun untuk setiap pemrosesan data pribadi mereka.

Sehubungan dengan bagian "Cara Kami Menggunakan Informasi Pribadi Anda", untuk tujuan Turki kolom "Dasar Hukum untuk Pemrosesan" akan dianggap diubah sedemikian rupa sehingga tujuan untuk memproses informasi pribadi untuk Turki adalah Pasal 5/2 c dan Pasal 5/2 f Undang-Undang Perlindungan Data Pribadi dengan no. 6698. Data pribadi Anda dapat ditransfer dan disimpan ke server yang berlokasi di Turki atau di luar negeri dengan persetujuan Anda.

Paragraf yang berjudul "*Keamanan Informasi Pribadi Anda*" dalam Kebijakan Privasi Tencent Cloud tidak dapat diterapkan sehubungan dengan data pribadi yang dikumpulkan di Turki.

Anda memiliki hak hukum, yang diatur di Pasal 11 dalam DPL, terkait data informasi pribadi yang kami miliki tentang Anda. Sebagai subjek data dari Turki, Anda mungkin berhak untuk memberlakukannya terhadap pengontrol data dan (sejauh yang diizinkan di bawah peraturan perundang-undang yang berlaku):

mengetahui apakah data pribadi Anda telah diproses atau belum;

meminta informasi tentang pemrosesan apabila data pribadi Anda telah diproses;

pelajari tujuan pemrosesan data pribadi Anda dan apakah data Anda sedang diproses sesuai dengan tujuan tersebut

mengetahui pihak ketiga di negara atau di luar negeri yang menerima pengiriman data pribadi Anda;

meminta perbaikan apabila data pribadi tidak lengkap atau tidak akurat;

meminta penghapusan atau pemusnahan data pribadi sesuai dengan ketentuan yang diatur dalam Pasal 7 Undang-Undang Perlindungan Data Pribadi (Turki);

mengajukan keberatan atas pemrosesan data otomatis, dan melakukan upaya pemulihan tertentu sesuai Personal Data Protection Law (Turki).

Hak-hak ini tidak mutlak.

UEA

Layanan kami tidak ditujukan untuk anak-anak. Anak-anak tidak boleh menggunakan Layanan untuk tujuan apa pun. Kami tidak akan secara sadar mengizinkan siapa pun yang berusia di bawah 21 tahun untuk mendaftar ke Layanan kami dan/atau memberikan informasi identifikasi pribadi apa pun. Pengguna di bawah 21 tahun perlu mendapatkan perintah pengadilan yang relevan untuk menggunakan Layanan.

Kami dapat secara sukarela melaporkan insiden terkait keamanan dunia maya apabila hal tersebut dianggap sebagai kejahatan berdasarkan undang-undang UEA (sebagai contoh berdasarkan *UAE Cybercrime Law*). Peristiwa tersebut dapat dilaporkan kepada otoritas terkait untuk tujuan penyelidikan. Perlu diperhatikan bahwa laporan sukarela insiden terkait keamanan dunia maya juga dapat disampaikan kepada *UAE Computer Emergency Response Team* ("CERT"). CERT merupakan organisasi yang memiliki pengetahuan terkait keamanan yang menyediakan proses untuk insiden logging dan memberikan saran terkait adanya ancaman keamanan dunia maya di UEA.

VIETNAM

Dengan menerima Kebijakan Privasi ini, Anda secara tegas menyetujui dan mengizinkan kami untuk mengumpulkan, menggunakan, menyimpan, dan memproses informasi pribadi Anda, termasuk, secara sah mengungkapkan dan mentransfernya ke pihak ketiga, sebagaimana dijelaskan di dalam Kebijakan Privasi ini.

Kami mematuhi standar internasional dan praktik keamanan untuk perlindungan data. Jika informasi pribadi ditransfer di dalam atau di luar yurisdiksi tempat tinggal Anda, informasi tersebut akan tunduk pada praktik keamanan dan perlindungan data dengan tingkat yang sama atau lebih tinggi oleh entitas penerima sebagaimana yang kami patuhi. Apabila kami mengizinkan pihak ketiga untuk mengumpulkan dan menggunakan informasi pribadi Anda, kami akan mengambil langkah-langkah yang wajar untuk memastikan bahwa pihak ketiga tidak mengungkapkan informasi pribadi lebih lanjut.

Informasi pribadi Anda, jika perlu diungkapkan kepada lembaga penegak hukum, otoritas publik, atau badan dan organisasi peradilan lainnya, akan diungkapkan setelah menerima permintaan tertulis dari organisasi tersebut.

Hak-Hak Anda

Anda berhak untuk mengakses, mengoreksi, dan menghapus informasi pribadi yang kami miliki tentang Anda. Anda juga berhak menarik persetujuan Anda untuk mengumpulkan, menyimpan, memproses, menggunakan, dan mengungkapkan informasi pribadi Anda yang diberikan sebelumnya dan meminta kami untuk berhenti menyediakan informasi pribadi Anda kepada pihak ketiga.

Adendum RRT

Ketentuan Adendum ini berlaku untuk pemrosesan informasi pribadi Anda jika Anda memilih Tiongkok Daratan (tidak termasuk Hong Kong SAR, Makau SAR, dan Taiwan, sesuai dengan di bawah) sebagai Wilayah Layanan saat menggunakan Layanan. Silakan merujuk pada Kebijakan Privasi Tencent Cloud International untuk detail lebih lanjut tentang ketentuan umum penggunaan Layanan di luar wilayah Tiongkok Daratan. Tencent Cloud Computing (Beijing) Co., Ltd. ("**Tencent Cloud (RRT)**", "**kami**", "**kita**", dan "**milik kami**" untuk tujuan Adendum ini) menyediakan Layanan di wilayah Tiongkok Daratan. Kami akan memproses informasi pribadi Anda sesuai dengan hukum dan peraturan Tiongkok Daratan dan persyaratan yang relevan dari otoritas pemerintah.

Dalam Adendum ini, "**Layanan**" mengacu pada layanan Tencent Cloud yang ditawarkan oleh Tencent Cloud (RRT) saat Tiongkok Daratan dipilih sebagai Wilayah Layanan.

Dengan menggunakan Layanan, Anda (a) harus memastikan bahwa setiap informasi pribadi yang dikumpulkan dan digunakan oleh Anda dilakukan sesuai dengan hukum dan bahwa Anda tidak dan tidak menyalahi hak hukum orang atau entitas mana pun dengan cara apa pun; (b) menjamin bahwa Anda memiliki hak untuk menggunakan Layanan untuk menyimpan, mengirimkan, menganalisis, mendistribusikan, atau memproses informasi pribadi; (c) memahami dan menyetujui bahwa RRT mungkin memiliki peraturan yang relevan tentang penyimpanan dan ekspor data dan sebelum Anda menggunakan Layanan untuk menyimpan atau mengirimkan informasi pribadi, Anda harus mematuhi hukum dan peraturan RRT yang berlaku untuk melakukan penilaian dan persetujuan penuh dan diperlukan untuk memastikan kepatuhan terhadap peraturan yang relevan; dan (d) menyetujui pemrosesan informasi pribadi Anda oleh Tencent Cloud (RRT) sesuai dengan ketentuan Adendum ini.

Informasi Pribadi Anda

Kami dapat mengumpulkan informasi pribadi Anda dengan cara berikut:

- (1) ketika Anda secara sukarela menyediakan, atau menyediakan atas nama orang yang Anda memiliki wewenang atasnya, informasi kepada kami saat menggunakan Layanan, seperti dengan mengisi formulir atau mengunggah informasi ke Layanan;
- (2) melalui karyawan atau mitra kami (seperti penyedia layanan Anda) ketika mereka mengirimkan informasi yang Anda berikan dan kirimkan kepada kami atas nama Anda, misalnya, ketika Anda melibatkan penyedia layanan tertentu untuk mengisi dan mengunggah informasi Anda di sistem Tencent Cloud (RRT); dan
- (3) secara otomatis melalui interaksi Anda dengan kami dan penggunaan Layanan oleh Anda, misalnya, kami mencatat waktu login ketika Anda masuk ke akun Tencent Cloud Anda dan catatan operasional dan penggunaan Anda saat Anda menggunakan Layanan tertentu.

Jenis informasi pribadi yang kami kumpulkan:

(1) Informasi pribadi yang Anda sediakan untuk tujuan autentikasi nama asli. Tergantung pada jenis autentikasi nama asli yang Anda pilih, informasi pribadi yang dikumpulkan dapat mencakup nama Anda, kartu ID, izin usaha, nomor rekening bank perusahaan, alamat surat, informasi industri, nomor ponsel, informasi pengenalan wajah, dan informasi kontak. Autentikasi nama asli diperlukan untuk kami melakukan penilaian terhadap kepemilikan akun Anda. Demi keamanan akun Anda, pastikan Anda memilih metode autentikasi dengan berhati-hati dan mengirimkan informasi yang sah, nyata, dan valid. Layanan di Tiongkok Daratan hanya tersedia untuk pengguna yang diautentikasi dengan nama asli. Jika Anda tidak diautentikasi, Anda tidak akan dapat menggunakan Layanan dengan memilih Tiongkok Daratan sebagai Wilayah Layanan.

(2) Informasi yang terkait dengan login, penggunaan, dan interaksi Anda dengan Layanan, termasuk: Catatan operasi. Kami mengumpulkan catatan operasi penggunaan Layanan oleh Anda dan informasi terkait, seperti ID pengguna, waktu operasi, informasi objek (ID sumber daya yang dihasilkan dari produk yang Anda gunakan, wilayah, produk/layanan Tencent Cloud (RRT) yang relevan), alamat IP, jenis browser, bahasa yang digunakan, model perangkat, versi sistem operasi, serta penelusuran web dan catatan pengambilan hanya sehubungan dengan penggunaan Layanan oleh Anda, dll.

Informasi kontrak. Jika Anda perlu mengajukan permohonan pengiriman produk secara offline atau jika Anda perlu melakukan pengujian produk, kami perlu mengumpulkan informasi seperti narahubung, informasi kontak, alamat, informasi tagihan, informasi pesanan, dll., untuk memenuhi kontrak.

Informasi lain, seperti catatan perintah kerja yang berkaitan dengan Layanan, catatan konsultasi, dan komunikasi dengan tim dukungan pelanggan kami.

Informasi di atas dikumpulkan agar kami dapat menyediakan Layanan dan untuk memastikan kualitasnya.

Kami memproses informasi pribadi untuk tujuan berikut, serta sesuai dengan hukum dan peraturan yang relevan:

Untuk menyediakan Layanan pada Anda, kami menggunakan informasi yang dikumpulkan untuk tujuan berikut, tunduk pada undang-undang dan peraturan yang relevan:

- (1) menyediakan Layanan pada Anda;
- (2) memenuhi kebutuhan Anda yang dipersonalisasi sesuai instruksi Anda saat menggunakan Layanan. Misalnya, pengaturan bahasa, pengaturan lokasi, layanan dan instruksi bantuan yang dipersonalisasi, atau menanggapi Anda dan pengguna lain;
- (3) optimalisasi dan pengembangan layanan. Misalnya, kami dapat mengoptimalkan Layanan kami sebagai respons untuk meningkatkan kualitas Layanan yang disediakan kepada Anda;
- (4) melindungi keamanan dan integritas Layanan, serta kepentingan Tencent Cloud (RRT), pengguna Tencent Cloud (RRT) lainnya, dan mitra Tencent Cloud (RRT). Misalnya, kami akan menggunakan informasi Anda untuk verifikasi identitas, pencegahan insiden keamanan, pemantauan dan pendeteksian penipuan, dan penilaian status keamanan akun Anda. Misalnya, ketika Anda menggunakan fitur keamanan atau layanan serupa lainnya, kami akan mendeteksi program atau virus berbahaya, atau mengidentifikasi informasi penipuan untuk Anda. Misalnya, ketika berhadapan dengan perselisihan dan keluhan terkait, kami menyediakan informasi yang relevan kepada pihak-pihak terkait untuk memfasilitasi penanganan dan penyelesaian perselisihan, serta keluhan dengan lebih baik, dll.;

(5) mendorong berita bisnis yang relevan (seperti berita keuangan, berita produk, berita Tencent Cloud (RRT), dll.) dan iklan komersial untuk Anda. Misalnya, Tencent Cloud International dapat mendorong iklan komersial kepada Anda melalui SMS, telepon, email, dan cara lain apa pun ke nomor ponsel, alamat email, dan informasi kontak lain milik Anda untuk memublikasikan dan mempromosikan layanan Tencent Cloud (RRT) atau layanan lain di platform Tencent Cloud (RRT), hanya dengan persetujuan Anda;

(6) memberi Anda Layanan yang lebih relevan untuk Anda. Misalnya, berdasarkan statistik dan analisis informasi Anda yang kami lakukan atau statistik dan analisis data pengguna Tencent Cloud lainnya, kami akan menyediakan Anda fungsi atau layanan serupa yang mungkin menarik bagi Anda, dll.;

(7) mengundang Anda untuk berpartisipasi dalam survei tentang produk dan layanan kami, hanya dengan persetujuan Anda;

(8) menganalisis data penggunaan Layanan oleh pengguna Tencent Cloud (RRT) untuk membentuk laporan pengguna statistik, analisis bisnis, dan informasi lainnya (secara kolektif disebut "Statistik"), serta membagikan, menerbitkan, dan menampilkannya di dalam atau di luar Tencent Cloud (RRT). Kami akan memastikan bahwa Statistik dikumpulkan, dianonimkan, dan tidak akan melibatkan informasi yang dapat mengidentifikasi pengguna tertentu.

Kecuali sebagaimana ditentukan di atas sebaliknya, kami memproses informasi pribadi Anda dengan mengandalkan kebutuhan kontrak sebagai dasar hukum.

Transfer, Lokasi, dan Retensi Informasi Pribadi

Kami tidak akan membagikan informasi pribadi Anda pada pihak ketiga yang tidak terkait tanpa persetujuan Anda, kecuali dalam keadaan yang ditentukan di bagian "Cara Kami Menyimpan dan Mengungkapkan Informasi Pribadi Anda" di dalam Kebijakan Privasi ini.

Kami tidak akan mengungkapkan informasi pribadi Anda secara publik, dan jika kami harus membuat pengungkapan publik, kami akan menginformasikan pada Anda tentang tujuan yang dimaksud, jenis informasi yang diungkapkan dan informasi sensitif yang mungkin diungkapkan, serta mendapatkan pernyataan persetujuan Anda.

Selain itu, sesuai dengan undang-undang dan peraturan serta standar nasional yang relevan di Tiongkok Daratan, kami dapat membagikan, mentransfer, dan mengungkapkan informasi pribadi secara publik tanpa persetujuan resmi dari Anda dalam kasus berikut:

hal itu secara langsung berkaitan dengan keamanan nasional, keamanan pertahanan nasional;

hal itu secara langsung berkaitan dengan keselamatan publik, kesehatan masyarakat, dan kepentingan publik yang signifikan;

hal itu secara langsung berkaitan dengan penyelidikan kejahatan, investigasi, persidangan dan penegakan putusan, dll.;

untuk tujuan melindungi kehidupan, properti, serta hak dan kepentingan sah signifikan lainnya dari subjek informasi pribadi atau individu lain, tetapi kesulitan untuk mendapatkan persetujuan dari individu;

di mana subjek informasi pribadi mengungkapkan informasi pribadi kepada publik sendiri; dan

di mana informasi pribadi dikumpulkan dari informasi yang tersedia untuk umum secara sah, seperti laporan berita yang sah, pengungkapan informasi pemerintah, dan sumber lainnya.

Untuk meningkatkan pengalaman pengguna Anda, seperti untuk mengoptimalkan efek iklan, kami perlu membagikan informasi yang telah dianonimkan atau telah dihilangkan identifikasinya dengan mitra pihak ketiga, dll., dan kami mengharuskan mitra tersebut untuk secara ketat mematuhi langkah-langkah dan persyaratan kami mengenai perlindungan privasi data, termasuk, tetapi tidak terbatas pada pemrosesan sesuai dengan perjanjian perlindungan data, usaha dan kebijakan pemrosesan data yang relevan, untuk menghindari identifikasi individu dan untuk menjaga privasi.

Server kami yang digunakan untuk menyimpan informasi pribadi Anda sehubungan dengan Layanan yang terletak di Tiongkok Daratan.

Retensi Informasi Pribadi

Kami secara umum menyimpan informasi Anda hanya selama durasi Layanan yang diberikan kepada Anda, dan periode penyimpanan tidak melebihi periode yang diperlukan untuk memenuhi tujuan penggunaan yang relevan. Namun, kami mungkin perlu menyimpan informasi Anda atau sebagian darinya untuk jangka waktu yang lebih lama dalam keadaan berikut, dan hanya untuk tujuan sebagai berikut:

untuk mematuhi hukum dan peraturan yang berlaku, serta ketentuan terkait lain;

untuk mematuhi keputusan pengadilan, putusan atau persyaratan proses hukum lain;

untuk mematuhi persyaratan dari otoritas administratif, yudisial, atau otoritas kompeten lain yang relevan; dan

sebagaimana diperlukan secara wajar untuk menegakkan perjanjian layanan yang relevan atau pernyataan ini, untuk menangani keluhan/perselisihan, atau untuk melindungi keselamatan pribadi dan properti atau kepentingan sah orang lain.

Hak Subjek Data

Anda dapat, secara mandiri melalui menu kontrol atau menghubungi kami di informasi kontak yang diungkapkan dalam Adendum ini untuk, mengakses, mengubah, dan menghapus informasi pribadi Anda. Namun, tunduk pada logika teknis, persyaratan hukum dan peraturan, keamanan informasi dan alasan sah lainnya, beberapa informasi Anda mungkin tidak diakses, dimodifikasi, dan dihapus. Kami akan mengumpulkan, menggunakan, dan menyimpan informasi Anda sesuai dengan persyaratan hukum dan peraturan. Jika kami mengumpulkan, menggunakan, atau menyimpan informasi Anda yang melanggar hukum dan peraturan, kami akan memperbaiki atau menghapusnya. Jika informasi yang kami kumpulkan dan simpan tentang Anda tidak benar dan Anda tidak dapat memperbaikinya sendiri, Anda dapat meminta kami untuk memperbaikinya.

Hubungi Kami

Jika Anda memiliki pertanyaan tentang Adendum ini atau apa pun yang berkaitan dengan pemrosesan informasi pribadi, Anda dapat menghubungi kami di dataprivacy@tencent.com atau alamat di Departemen Perlindungan Privasi Data, Tencent Building Binhai, 33 Haitian 2nd Road, Distrik Nanshan, Shenzhen, Provinsi Guangdong 518054, Tiongkok. Kami akan meninjau masalah yang ada sesegera mungkin dan memberikan tanggapan dalam waktu lima belas hari sejak diterimanya pertanyaan Anda.

MODUL

Pembaruan terakhir: [2020-08-17]

Modul berikut akan berlaku dan merupakan bagian dari kebijakan privasi ini jika Anda menggunakan Fitur tertentu

(sebagaimana didefinisikan dalam setiap Modul yang relevan). Anda mengakui bahwa kami akan mengumpulkan, memproses, menggunakan, dan menyimpan informasi pribadi Anda, seperti yang dijelaskan dalam Modul yang berlaku.

1. [Tencent Push Notification Service](#).
2. [Anti-Cheat Expert](#).
3. [Web Application Firewall](#).
4. [Game Multimedia Engine](#).
5. [Anti-DDoS Pro](#).
6. [Face Recognition](#).
7. [StreamLive](#).
8. [StreamPackage](#).
9. [Cloud Object Storage](#).
10. [Cloud Native Database TDSQL-C](#).
11. [Tencent Cloud Elastic Microservice](#).
12. [TencentDB for CTSDB](#).
13. [Private DNS](#).
14. [TencentDB for Tendis](#).
15. [Database Management Center](#).
16. [Tencent Cloud Weiling](#).
17. [Event Bridge](#).
18. [TencentCloud Lighthouse](#).
19. [Instant Messaging](#).
20. [Edge Computing Machine](#).
21. [Data Security Center](#).
22. [Tencent Cloud TI Platform](#).
23. [Cloud Data Warehouse](#).
24. [Vulnerability Scan Service](#).
25. [IoT Hub](#).
26. [CODING Code Repositories](#).
27. [CODING Project Management](#).
28. [CODING Test Management](#).
29. [CODING Continuous Integration](#).
30. [CODING Artifact Repositories](#).
31. [CODING Continuous Deployment](#).
32. [Tencent Distributed Message Queue](#).
33. [Risk Control Engine](#).
34. [TencentCloud EdgeOne](#).
35. [eKYC](#).

36. [Tencent Managed Service for Prometheus.](#)
37. [Tencent Cloud Automation Tools.](#)
38. [Video on Demand.](#)
39. [HTTPDNS.](#)
40. [Tencent Effect SDK.](#)
41. [Text To Speech.](#)
42. [Automatic Speech Recognition.](#)
43. [Cloud Streaming Services.](#)
44. [Tencent Real-Time Communication.](#)
45. [Real User Monitoring.](#)
46. [Customer Identity and Access Management.](#)
47. [Cloud Application Rendering.](#)
48. [OCR.](#)
49. [Captcha.](#)
50. [Tencent Machine Translation.](#)
51. [Video Moderation System.](#)
52. [Audio Moderation System.](#)
53. [Image Moderation System.](#)
54. [Text Moderation System.](#)
55. [Data Lake Compute.](#)
56. [Tencent Ecard.](#)
57. [Tencent Cloud Firewall.](#)
58. [User Generated Short Video SDK.](#)
59. [Key Management Service.](#)
60. [App Flow.](#)
61. [Low-code Interactive Classroom.](#)
62. [Tencent Container Security Service.](#)
63. [Cloud Automated Testing.](#)
64. [Cloud Log Service.](#)
65. [Tencent Interactive Whiteboard.](#)
66. [Bastion Host.](#)
67. [Control Center.](#)
68. [VOD on EdgeOne.](#)
69. [Intelligent Music Platform.](#)

Perjanjian Privasi dan Keamanan Data

Waktu update terbaru : 2024-02-04 15:37:30

Sejauh ada konflik antara Adendum Privasi dan Keamanan Data ini (“**DPSA**”) dan [Ketentuan Layanan](#) (dan dokumen atau kebijakan apa pun yang digabungkan dengan referensi di dalamnya, kecuali untuk DPSA) (“**Perjanjian**”), DPSA ini adalah yang berlaku.

Definisi

Kecuali dinyatakan sebaliknya istilah-istilah berikut akan memiliki arti yang dianggap berasal dari yang dijelaskan di bawah ini. Istilah dikapitalisasi yang digunakan dalam DPSA ini tetapi tidak didefinisikan di bawah ini akan memiliki makna yang dianggap berasal darinya dalam Perjanjian.

“**Informasi Administratif**” mengacu pada informasi pribadi yang diberikan Organisasi kepada Tencent Cloud untuk mengatur dan mengelola akun Organisasi dan layanan yang disediakan oleh Tencent Cloud, dan informasi pribadi apa pun yang dihasilkan sehubungan dengan penggunaan layanan yang disediakan oleh Tencent Cloud oleh Tencent Cloud;

“**Konten**” mengacu pada data apa pun, termasuk informasi pribadi, yang dikirimkan, diunggah, dikirim, atau ditampilkan oleh Organisasi menggunakan layanan yang disediakan oleh Tencent Cloud;

“**Pengontrol**” mengacu pada seseorang yang baik sendiri atau bersama-sama dengan satu atau lebih orang lain mengontrol pengumpulan, penyimpanan, pemrosesan atau penggunaan Data Pribadi, termasuk sebagaimana berlaku setiap “bisnis” sebagaimana istilah tersebut didefinisikan oleh CCPA;

“**Klausul Transfer Pengontrol-Pemroses**” mengacu pada Klausul Kontrak Standar (Pengontrol ke Pemroses) sebagaimana diatur dalam Keputusan Komisi 5 Februari 2010 (C (2010) 593), sebagaimana ditetapkan di bawah ini pada **(2) Klausul Transfer Pengontrol-Pemroses**;

“**Pelanggaran Data**” mengacu pada penyalahgunaan, gangguan dengan, kehilangan, akses tidak sah ke, modifikasi, atau pengungkapan Data Pribadi yang Diproses oleh Tencent sehubungan dengan Perjanjian;

“**Undang-Undang Perlindungan Data**” mengacu pada undang-undang perlindungan data yang berlaku sehubungan dengan pengumpulan, penyimpanan, pemrosesan, transfer, pengungkapan, dan penggunaan Data Pribadi apa pun yang berlaku dari waktu ke waktu kepada orang atau aktivitas dalam keadaan yang bersangkutan, termasuk Undang-Undang Privasi A.S., Arahan, Arahan e-Privasi, dan GDPR;

“**Subjek Data**” berarti (1) “Subjek Data” sebagaimana istilah tersebut didefinisikan dalam GDPR; (2) “Konsumen” sebagaimana istilah didefinisikan dalam CCPA; atau (3) individu lain yang menjadi subjek Data Pribadi;

“**Arahan**” Mengacu pada Arahan 95/46/EC dari Parlemen Eropa dan Dewan 24 Oktober 1995 tentang perlindungan individu sehubungan dengan Pemrosesan Data Pribadi dan pergerakan bebas data tersebut;

“**Arahan e-Privasi**” mengacu pada Arahan 2002/58/EC dari Parlemen Eropa dan Dewan 12 Juli 2002 tentang Pengolahan Data Pribadi dan perlindungan privasi di sektor komunikasi elektronik; “**EEA**” mengacu pada Wilayah

Ekonomi Eropa;

“**Data Pribadi UE**” mengacu pada Data Pribadi subjek data yang berlokasi di EEA;

“**GDPR**” mengacu pada Peraturan 2016/679 dari Parlemen Eropa dan Dewan 27 April 2016 tentang perlindungan orang sehubungan dengan Pemrosesan Data Pribadi dan pergerakan bebas data tersebut;

“**Persyaratan Khusus Yurisdiksi**” mengacu pada persyaratan khusus untuk Memproses Data Pribadi yang berlaku di yurisdiksi tertentu, sebagaimana ditetapkan di bawah ini di **(1) Persyaratan Khusus Yurisdiksi**;

“**Organisasi**” mengacu pada entitas yang telah menyetujui Ketentuan Layanan. Untuk tujuan DPSP ini (termasuk lampirannya), referensi ke “Organisasi” harus, dalam hal perjanjian dengan individu yang tidak bertindak atas nama Organisasi, dianggap sebagai referensi untuk individu tersebut;

“**Data Pribadi**” mengacu pada informasi apa pun yang berkaitan dengan orang alami yang diidentifikasi atau dapat diidentifikasi, termasuk ‘data pribadi’ dan ‘informasi pribadi’ sebagaimana istilah-istilah tersebut didefinisikan dalam Undang-Undang Perlindungan Data yang diproses Tencent berdasarkan Perjanjian untuk menyediakan Layanan;

“**Pemrosesan**” mengacu pada melakukan operasi atau serangkaian operasi apa pun pada Data Pribadi, termasuk pengumpulan, penggunaan, penyimpanan, atau pengungkapan apa pun, atau sebagaimana didefinisikan dalam Undang-Undang Perlindungan Data yang relevan;

“**Pemroses**” mengacu pada seseorang yang Memproses Data Pribadi atas nama satu atau lebih Pengontrol, termasuk sebagaimana berlaku setiap “penyedia layanan” atau “kontraktor” sebagaimana istilah tersebut didefinisikan oleh CCPA;

“**Sub-Prosesor**” Mengacu pada Afiliasi Tencent atau pihak ketiga yang ditunjuk dari waktu ke waktu oleh Tencent untuk Memproses Data Pribadi atas namanya sesuai dengan klausul 7.4;

“**Badan Pengawas**” mengacu pada badan pengatur yang memiliki yurisdiksi kompeten sehubungan dengan Undang-Undang Perlindungan Data;

“**Tencent Cloud**” mengacu pada entitas yang memasok layanan kepada Organisasi, sebagaimana ditentukan dalam Ketentuan Layanan;

“**Tencent Cloud Portal**” mengacu pada portal pelanggan yang memiliki akses Organisasi setelah menyelesaikan proses pendaftaran untuk Tencent Cloud;

“**Kebijakan Privasi Tencent Cloud**” mengacu pada kebijakan yang terletak di [Kebijakan Privasi](#), sebagaimana diperbarui oleh Tencent dan diberitahukan kepada Organisasi dari waktu ke waktu;

“**Kebijakan Keamanan Tencent**” mengacu pada langkah-langkah teknis dan organisasi yang wajar dan tepat yang ditentukan oleh Tencent dari waktu ke waktu, untuk melindungi Data Pribadi terhadap akses, Pemrosesan, penghapusan, kehilangan, atau penggunaan yang tidak sah atau tidak disengaja. Langkah-langkah tersebut akan mencakup langkah-langkah yang ditetapkan dalam Klausul Transfer Pengontrol-Pemroses (jika ada);

“**Ketentuan Layanan**” mengacu pada istilah yang terdapat di [Ketentuan Layanan](#); dan

“**Negara Ketiga**” Mengacu pada semua negara di luar lingkup undang-undang perlindungan data Wilayah Ekonomi Eropa (“**EEA**”), tidak termasuk negara-negara yang disetujui sebagai menyediakan perlindungan untuk Data Pribadi yang memadai oleh Komisi Eropa dari waktu ke waktu, yang pada tanggal Perjanjian ini termasuk Andorra, Argentina, Kanada, Kepulauan Faroe, Guernsey, Isle of Man, Israel, Jersey, Selandia Baru, Swiss, dan Uruguay.

“**Undang-Undang Privasi A.S.**” berarti Undang-Undang Privasi Konsumen California, sebagaimana diubah oleh

Undang-Undang Hak Privasi California (California Privacy Rights Act, "CCPA"), Undang-Undang Privasi Colorado, Undang-Undang Privasi Data Connecticut, Undang-Undang Privasi Konsumen Utah, dan Undang-Undang Perlindungan Data Konsumen Virginia;

Cakupan Perjanjian

Adendum ini berlaku jika Anda telah masuk ke dalam Ketentuan Layanan untuk penyediaan layanan oleh Tencent Cloud. Adendum berlaku untuk Pemrosesan Data Pribadi yang merupakan Konten. Data Pribadi yang merupakan Informasi Administratif Diproses sesuai dengan [Kebijakan Privasi](#) Tencent Cloud dan Adendum ini tidak berlaku untuk Pemrosesan Informasi Administratif.

Otorisasi untuk Memproses Data Pribadi

1. Para pihak mengakui bahwa dalam pelaksanaan kewajibannya berdasarkan Perjanjian, Tencent dapat Memproses Data Pribadi sehubungan dengan penyimpanan, akses, dan Pemrosesan Konten oleh Organisasi sebagai bagian dari penyediaan Tencent Cloud. Tujuan dari DPSA ini adalah untuk menetapkan kewajiban masing-masing pihak dalam kaitannya dengan Pemrosesan tersebut.
2. Masing-masing pihak menjamin kepada pihak lain bahwa mereka akan mematuhi semua Undang-Undang Perlindungan Data yang berlaku untuk itu sehubungan dengan Data Pribadi.

Pengontrol dan Pemroses

Tencent dan Organisasi mengakui bahwa Organisasi adalah Pengontrol dan Tencent adalah Pemroses sehubungan dengan Data Pribadi.

Wilayah Layanan

1. Berdasarkan klausul 5.2, di mana Organisasi telah memilih Wilayah Layanan sesuai dengan Perjanjian, Tencent hanya akan Memproses Data Pribadi di Wilayah Layanan tersebut.
2. Organisasi mengakui dan menyetujui bahwa Tencent dapat, untuk alasan operasional, peraturan atau lainnya, perlu mengubah lokasi Pemrosesannya dari waktu ke waktu, asalkan pemrosesan Data Pribadi apa pun di tempat selain Wilayah Layanan pilihan Organisasi akan dianggap sebagai "perubahan material" yang ditangani sesuai dengan Perjanjian.
3. Organisasi mengakui dan menyetujui bahwa Entitas Kontraktor Tencent yang tercantum dalam Ketentuan Layanan mungkin bukan entitas yang memiliki atau mengontrol Data Pelanggan, termasuk Data Pribadi, sehingga data

tersebut mungkin disimpan dan diproses di Wilayah Layanan yang dipilih. Jika Organisasi memberikan informasi yang tidak memerlukan pemilihan Wilayah Layanan, seperti informasi terkait akun, Tencent dapat memproses dan menyimpan informasi tersebut di lokasi mana pun.

Kewajiban Tencent

1. Sejauh kegiatannya memproses Data Pribadi atas nama Organisasi, Tencent akan:
 - a. Memproses Data Pribadi hanya untuk tujuan terbatas dan ditentukan dalam melakukan Layanan, sesuai dengan instruksi tertulis Organisasi (yang akan mencakup ketentuan DPSA ini setiap instruksi yang diberikan melalui konsol administratif Organisasi), dan Kebijakan Keamanan Tencent, dan memberi tahu Organisasi segera jika tidak dapat mematuhi DPSA ini atau persyaratannya;
 - b. mengembalikan atau (atas permintaan tertulis Organisasi) dengan aman menghancurkan semua Data Pribadi yang dimilikinya (termasuk semua salinan cadangan), kecuali jika dilarang melakukannya oleh Hukum yang Berlaku;
 - c. segera memberi tahu Organisasi, setelah menyadari, tentang:
 - perintah pengadilan atau proses hukum lainnya atau permintaan atau tuntutan apa pun oleh Badan Pengawas, regulator, pejabat atau kementerian pemerintah lainnya, badan berwenang, atau agen untuk memperoleh atau mengakses Data Pribadi apa pun, kecuali pemberitahuan tersebut dilarang oleh Hukum yang Berlaku;
- Pelanggaran Data;
 - setiap keluhan, komunikasi, atau permintaan material yang berkaitan dengan kewajiban Tencent berdasarkan Undang-Undang Perlindungan Data; dan
 - setiap instruksi yang diterima dari Organisasi sehubungan dengan Data Pribadi, yang atas kebijaksanaan Tencent dapat melanggar Hukum yang Berlaku, termasuk Undang-Undang Perlindungan Data, dari yurisdiksi yang sesuai;
- d. memastikan bahwa Data Pribadi hanya dapat diakses oleh orang-orang yang berwenang yang terlibat oleh Tencent dan, tunduk pada klausul 8, hanya dapat diakses oleh Sub-Prosesor dan personel Sub-Prosesor tersebut yang berwenang dan yang perlu memiliki akses ke Data Pribadi untuk melakukan kewajiban Tencent berdasarkan Perjanjian;
- e. memastikan bahwa personel yang terlibat dan diberi wewenang olehnya untuk Memproses Data Pribadi telah berkomitmen untuk kerahasiaan atau berada di bawah kewajiban kerahasiaan hukum yang sesuai, dan memastikan bahwa kewajiban yang sama untuk perlindungan data berdasarkan DPSA ini dan instruksi Organisasi dipatuhi oleh orang-orang tersebut, dengan mempertimbangkan sifat Pemrosesan;
- f. mematuhi Persyaratan Khusus Yurisdiksi yang berlaku; dan
- g. di mana hukum yurisdiksi yang relevan mengharuskannya:
 - menerapkan langkah-langkah keamanan teknis dan organisasi yang tepat sejauh yang dapat dipraktikkan, untuk tujuan memberikan bantuan yang wajar kepada Organisasi dalam hal tersebut untuk mematuhi kewajibannya, termasuk, sebagaimana mestinya dan berlaku di yurisdiksi yang relevan: (i) penyamaran atau de-identifikasi Data Pribadi; (ii) memastikan kerahasiaan, integritas, ketersediaan, dan ketahanan sistem dan layanan Pemrosesan yang sedang berlangsung; (iii) memulihkan ketersediaan dan akses ke Data Pribadi secara tepat waktu jika terjadi insiden

fisik atau teknis; dan (iv) secara teratur menguji, menilai, dan mengevaluasi efektivitas langkah-langkah teknis dan organisasi untuk memastikan keamanan Pemrosesan;

dengan mempertimbangkan sifat Pemrosesan, membantu Organisasi dengan langkah-langkah teknis dan organisasi yang tepat, sejauh yang dianggap praktis, untuk pemenuhan kewajiban Organisasi untuk menanggapi permintaan untuk melaksanakan hak-hak Subjek Data yang ditetapkan dalam Undang-Undang Perlindungan Data;

membantu Organisasi dalam memastikan kepatuhan terhadap kewajiban untuk: (i) menerapkan langkah-langkah keamanan teknis dan organisasi yang tepat; (ii) memberitahukan (jika perlu) Pelanggaran Data kepada Badan Pengawas, Subjek Data yang relevan, dan orang lain yang diperlukan berdasarkan Undang-Undang Perlindungan Data tersebut, dalam kasus di mana pemberitahuan dan pelaporan tersebut diperlukan berdasarkan Undang-Undang Perlindungan Data yang relevan; dan (iii) melakukan penilaian dampak perlindungan data dan, jika diperlukan, konsultasi sebelumnya dengan Otoritas Pengawas; dan

segera memberi tahu Organisasi secara tertulis setelah mengetahui akses yang tidak benar, tidak sah, atau melanggar hukum ke, penggunaan, atau pengungkapan, Data Pribadi yang Diproses oleh Tencent di bawah atau sehubungan dengan DPSA ini. Tencent berkewajiban untuk menyediakan Organisasi dengan semua informasi yang diperlukan secara wajar untuk mematuhi kewajiban Organisasi sesuai dengan Undang-Undang Perlindungan Data.

2. Tencent akan memberi tahu Organisasi jika, menurut pendapatnya, instruksi Organisasi melanggar Undang-Undang Perlindungan Data.

Kewajiban Organisasi

1. Organisasi mewakili, menjamin, dan berjanji kepada Tencent selama Jangka Waktu bahwa:
 - a. Data Pribadi telah dan akan dikumpulkan sesuai dengan Undang-Undang Perlindungan Data;
 - b. semua instruksi dari Organisasi ke Tencent akan mematuhi Undang-Undang Perlindungan Data; dan
 - c. transfer Data Pribadi ke Tencent, dan (sejauh Tencent bertindak sebagai pemroses data sehubungan dengan Data Pribadi tersebut) Pemrosesan Data Pribadi oleh Tencent sebagaimana diinstruksikan oleh Organisasi atau (sejauh Tencent bertindak sebagai pengontrol data sehubungan dengan Data Pribadi tersebut) penerimaan dan penggunaan Data Pribadi oleh Tencent, Pengolahan, dan penggunaan Data Pribadi seperti yang tercantum di DPSA, disetujui oleh Subjek Data yang relevan (di mana diperlukan oleh hukum) dan sebaliknya diizinkan oleh dan sesuai dengan Undang-Undang Perlindungan Data.
2. Organisasi setuju bahwa mereka akan mengganti rugi dan membebaskan Tencent atas permintaan dari dan terhadap semua klaim, kewajiban, biaya, biaya, kerugian atau kerusakan (termasuk kerugian konsekuensial, kehilangan laba, rugi reputasi, dan semua bunga, penalti, dan biaya serta pengeluaran profesional lainnya) yang dikeluarkan oleh Tencent yang timbul secara langsung atau tidak langsung dari pelanggaran klausul ini.
3. Di mana Tencent menghadapi klaim aktual atau potensial yang timbul dari atau terkait dengan pelanggaran Undang-Undang Perlindungan Data yang berkaitan dengan Data Pribadi yang diproses sesuai dengan DPSA ini, Organisasi akan segera memberikan semua materi dan informasi yang diminta secara wajar oleh Tencent yang relevan dengan pembelaan klaim tersebut.

4. Jika Organisasi menyadari adanya Pelanggaran Data aktual atau yang dicurigai terkait dengan Perjanjian, Organisasi harus:

a. mengambil langkah-langkah yang wajar untuk melaksanakan, dalam waktu 30 hari, penilaian untuk menentukan apakah Pelanggaran Data dapat diberitahukan berdasarkan Undang-Undang Perlindungan Data dan segera memberi tahu Tencent secara tertulis tentang hasil penilaian;

b. jika Organisasi memberi tahu Tencent bahwa mereka menganggap Pelanggaran Data dapat diberi tahu berdasarkan Undang-Undang Perlindungan Data:

Organisasi harus menyiapkan draf pernyataan pemberitahuan sehubungan dengan Pelanggaran Data yang diperlukan berdasarkan Undang-Undang Perlindungan Data ("Pernyataan Pemberitahuan") dan memberikan draf Pernyataan Pemberitahuan kepada Tencent untuk disetujui sebelum pengungkapan kepada regulator perlindungan data yang berlaku, Subjek Data, atau orang lain;

Tencent akan memberikan pemberitahuan kepada Organisasi secara tertulis:

setiap perubahan yang diperlukan Tencent terhadap draf Pernyataan Pemberitahuan dan Organisasi harus memasukkan semua perubahan tersebut ke dalam draf Pernyataan Pemberitahuan; atau

bahwa Tencent menyetujui draf Pernyataan Pemberitahuan; dan

setelah persetujuan Tencent atas rancangan Pernyataan Pemberitahuan, Organisasi harus memberikan salinan Pernyataan Pemberitahuan yang disetujui kepada regulator perlindungan data yang berlaku, Subjek Data dan orang lain sebagaimana dipersyaratkan oleh Undang-Undang Perlindungan Data; dan

tidak, dan harus memastikan bahwa Afliasinya dan personel masing-masing tidak, membuat pernyataan publik atau pengungkapan yang berkaitan dengan dugaan atau pelanggaran data aktual tanpa persetujuan tertulis sebelumnya dari Tencent.

Penunjukan Sub-Prosesor

1. Tencent dapat mengizinkan Sub-Prosesor apa pun untuk Memproses Data Pribadi atas namanya asalkan, di mana (dan sejauh) yang dipersyaratkan oleh Undang-Undang Perlindungan Data, Tencent menandatangani perjanjian tertulis dengan Sub-Prosesor yang secara substansial sama dengan yang diperlukan oleh Undang-Undang Perlindungan Data, Tencent menandatangani perjanjian tertulis dengan Sub-Prosesor yang secara substansial sama dengan yang diperlukan di DPSA ini. Organisasi dengan ini memberikan otorisasi tertulis umum Tencent untuk melibatkan Sub-Prosesor yang terdaftar di Tencent Cloud. [Pihak Ketiga](#), tunduk pada persyaratan klausul 8 ini.

2. Tencent harus, sejauh Data Pribadi tunduk pada Undang-Undang Perlindungan Data yang mewajibkan pemberitahuan tersebut, menginformasikan Organisasi melalui email (dan melalui Portal Cloud Tencent) tentang perubahan yang dimaksudkan mengenai penambahan atau penggantian Sub-Prosesor. Dalam kasus seperti itu, Organisasi akan memiliki empat belas (14) hari sejak tanggal penerimaan pemberitahuan untuk menyetujui atau menolak perubahan tersebut. Jika tidak ada tanggapan dari Organisasi, Sub-Prosesor akan dianggap diterima. Jika Organisasi menolak sub-prosesor pengganti, Tencent dapat mengakhiri Perjanjian dengan segera pada pemberitahuan tertulis kepada Organisasi.

3. Dalam hal Tencent melibatkan Sub-Prosesor untuk melakukan kegiatan Pemrosesan tertentu atas nama Organisasi, di mana Sub-Prosesor tersebut gagal memenuhi kewajiban perlindungan datanya, Tencent akan tetap bertanggung jawab penuh berdasarkan Undang-Undang Perlindungan Data kepada Organisasi untuk pelaksanaan kewajiban Sub-Prosesor tersebut.

MODUL

Modul berikut akan berlaku dan dimasukkan dengan referensi ke dalam DPSS ini jika Anda menggunakan Fitur tertentu (sebagaimana didefinisikan dalam setiap Modul yang relevan).

1. [Tencent Push Notification Service](#).
2. [Anti-Cheat Expert](#).
3. [Web Application Firewall](#).
4. [Game Multimedia Engine](#).
5. [Anti-DDoS Pro](#).
6. [Face Recognition](#).
7. [StreamLive](#).
8. [StreamPackage](#).
9. [Cloud Object Storage](#).
10. [Cloud Native Database TDSQL-C](#).
11. [Tencent Cloud Elastic Microservice](#).
12. [TencentDB for CTSDB](#).
13. [Private DNS](#).
14. [Database Audit](#).
15. [TencentDB for Tendis](#).
16. [Database Management Center](#).
17. [Tencent Cloud Weiling](#).
18. [Event Bridge](#).
19. [TencentCloud Lighthouse](#).
20. [Instant Messaging](#).
21. [Edge Computing Machine](#).
22. [Data Security Center](#).
23. [Tencent Cloud TI Platform](#).
24. [Cloud Data Warehouse](#).
25. [Vulnerability Scan Service](#).
26. [IoT Hub](#).
27. [CODING Code Repositories](#).
28. [CODING Project Management](#).

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- 29.[CODING Test Management](#).
 - 30.[CODING Continuous Integration](#).
 - 31.[CODING Artifact Repositories](#).
 - 32.[CODING Continuous Deployment](#).
 - 33.[Tencent Distributed Message Queue](#).
 - 34.[Risk Control Engine](#).
 - 35.[TencentCloud EdgeOne](#).
 - 36.[eKYC](#).
 - 37.[Tencent Managed Service for Prometheus](#).
 - 38.[Video on Demand](#).
 - 39.[Tencent Cloud Automation Tools](#).
 - 40.[HTTPDNS](#).
 - 41.[Tencent Effect SDK](#).
 - 42.[Text To Speech](#).
 - 43.[Automatic Speech Recognition](#).
 - 44.[Cloud Streaming Services](#).
 - 45.[Tencent Real-Time Communication](#).
 - 46.[Real User Monitoring](#).
 - 47.[Customer Identity and Access Management](#).
 - 48.[Cloud Application Rendering](#).
 - 49.[OCR](#).
 - 50.[Captcha](#).
 - 51.[Tencent Machine Translation](#).
 - 52.[Video Moderation System](#).
 - 53.[Audio Moderation System](#).
 - 54.[Image Moderation System](#).
 - 55.[Text Moderation System](#).
 - 56.[Data Lake Compute](#).
 - 57.[Tencent Ecard](#).
 - 58.[Tencent Cloud Firewall](#).
 - 59.[User Generated Short Video SDK](#).
 - 60.[Key Management Service](#).
 - 61.[App Flow](#).
 - 62.[Low-code Interactive Classroom](#).
 - 63.[Tencent Container Security Service](#).
 - 64.[Cloud Automated Testing](#).
 - 65.[Cloud Log Service](#).
 - 66.[Tencent Interactive Whiteboard](#).

- 67. [Bastion Host](#).
- 68. [Cloud Workload Protection Platform](#).
- 69. [Tencent Cloud Blockchain RPC](#).
- 70. [Control Center](#).
- 71. [VOD on EdgeOne](#).

Persyaratan khusus yurisdiksi

Eropa

1. Tencent setuju bahwa mereka tidak akan Memproses Data Pribadi UE di Negara Ketiga kecuali jika Tencent mematuhi kewajiban pengimpor data yang ditetapkan dalam Klausul Transfer Pengontrol-Pemroses.
2. Sejauh konflik antara Klausul Transfer Pengontrol-Pemroses dan isi DPSA ini, Klausul Transfer Pengontrol-Pemroses akan berlaku sehubungan dengan Data Pribadi UE.
3. Untuk tujuan Klausul Transfer Pengontrol-Pemroses, ketentuan tambahan berikut akan berlaku:
 - a. para pihak setuju untuk mematuhi Klausul Transfer Pengontrol-Pemroses tanpa modifikasi;
 - b. nama dan alamat Organisasi dan Tencent akan dianggap dimasukkan ke dalam Klausul Transfer Pengontrol-Pemroses dan untuk tujuan Klausul Transfer Pengontrol-Pemroses;
 - c. Organisasi adalah pengekspor data dan Tencent, atau Afiliasi Tencent yang berlaku, adalah pengimpor data sebagaimana didefinisikan dalam Klausul Transfer Pengontrol-Pemroses; dan
 - d. Tanda tangan masing-masing pihak untuk DPSA ini akan dianggap sebagai tanda tangan untuk persyaratan yang terkandung dalam Klausul Transfer Pengontrol-Pemroses.
4. Jika diwajibkan oleh undang-undang atau prosedur peraturan dari yurisdiksi mana pun, para pihak akan mengeksekusi atau melaksanakan kembali klausul yang terkandung dalam Klausul Transfer Pengontrol-Pemroses sebagai dokumen terpisah yang menetapkan transfer Data Pribadi yang diusulkan dengan cara yang mungkin diperlukan.

Korea Selatan

1. Jika dan sejauh Kebijakan Keamanan Tencent tidak cukup untuk memenuhi persyaratan yang berlaku berdasarkan undang-undang dan peraturan privasi Korea, Tencent akan mengambil langkah-langkah tambahan dari waktu ke waktu untuk mematuhi persyaratan tersebut (sebagaimana berlaku untuk penerima Data Pribadi di luar negeri), termasuk:
 - a. Pasal 28 dan 63 Undang-Undang tentang Promosi Pemanfaatan Jaringan Informasi dan Komunikasi dan Perlindungan Informasi ("**Undang-Undang Jaringan ICT**");
 - b. Pasal 15 dan 67 dari Keputusan Penegakan yang diumumkan berdasarkan Undang-Undang Jaringan ICT;
 - c. Pedoman untuk Langkah-Langkah Teknis dan Administratif untuk Perlindungan Informasi Pribadi (dikeluarkan oleh Komisi Komunikasi Korea);
 - d. Pasal 29 Undang-Undang Perlindungan Informasi Pribadi ("**PIPA**");
 - e. Pasal 30 dari Keputusan Penegakan yang diumumkan berdasarkan PIPA;

f. Pedoman untuk Langkah-Langkah Keamanan untuk Keselamatan Informasi Pribadi (dikeluarkan oleh Kementerian Dalam Negeri dan Keselamatan), karena hal tersebut di atas dapat diubah dan/atau ditambah dari waktu ke waktu.

2. Tencent akan:

- a. menggunakan Data Pribadi hanya untuk tujuan dan dalam lingkup pekerjaan yang dipercayakan;
- b. setuju untuk tunduk pada pelatihan dan pengawasan oleh Organisasi Tencent dalam menangani Data Pribadi; dan
- c. setuju untuk tunduk pada pengawasan dan audit oleh badan pengatur terkait.

3. Tencent akan memberikan kompensasi kepada Organisasi dan subjek data yang relevan untuk setiap dan semua kerusakan, kewajiban, biaya, dan biaya yang timbul dari pelanggaran kewajiban Tencent berdasarkan DPSA ini atau berdasarkan Hukum yang Berlaku.

Undang-Undang Privasi A.S.

1. Sejauh yang diwajibkan oleh Undang-Undang Privasi A.S. yang berlaku, dan atas permintaan atau pemberitahuan tertulis yang wajar:

- a. Organisasi dapat mengambil langkah-langkah yang wajar dan sesuai untuk memastikan bahwa Tencent menggunakan Data Pribadi dengan cara yang sesuai dengan kewajiban Organisasi berdasarkan Undang-Undang Privasi A.S. yang berlaku;
- b. Sejauh Organisasi secara wajar meyakini bahwa Tencent menggunakan Data Pribadi yang melanggar Undang-Undang Privasi A.S. yang berlaku, Organisasi dapat mengambil langkah-langkah yang wajar dan sesuai untuk menghentikan dan memulihkan penggunaan yang tidak sah tersebut;
- c. Tencent akan menyediakan informasi yang dimiliki Tencent kepada Organisasi yang diperlukan untuk menunjukkan kepatuhan Tencent terhadap kewajibannya berdasarkan Undang-Undang Privasi A.S.
- d. Tencent akan mengizinkan dan bekerja sama dengan penilaian tahunan yang wajar oleh Organisasi, atau auditor yang ditunjuk oleh Organisasi, atas biaya Organisasi dan hanya setelah para pihak mencapai kesepakatan tentang ruang lingkup penilaian, tentang kepatuhan Tencent terhadap kewajibannya berdasarkan Undang-Undang Privasi A.S. yang berlaku. Selain itu, Tencent dapat mengatur agar auditor yang berkualifikasi dan independen melakukan penilaian terhadap kebijakan Tencent dan tindakan teknis dan organisasi untuk mendukung kewajibannya berdasarkan Undang-Undang Privasi A.S. yang berlaku menggunakan standar pengendalian atau kerangka kerja dan prosedur penilaian yang sesuai dan diterima untuk penilaian tersebut. Tencent akan memberikan laporan penilaian tersebut kepada Organisasi atas permintaan yang wajar.

2. Para Pihak wajib, dengan mempertimbangkan konteks Pemrosesan, menerapkan langkah-langkah teknis dan organisasi yang tepat yang dirancang untuk memberikan tingkat keamanan yang sesuai dengan risiko dan menetapkan pembagian tanggung jawab yang jelas di antara mereka untuk menerapkan langkah-langkah tersebut. Sejauh diwajibkan oleh Undang-Undang Privasi A.S. yang berlaku, Tencent akan memberikan tingkat perlindungan privasi yang sama seperti yang diwajibkan oleh undang-undang tersebut.

3. Tencent dilarang:

- a. Menjual dan Membagikan Data Pribadi;
- b. menyimpan, menggunakan, atau mengungkapkan Data Pribadi untuk tujuan apa pun selain untuk tujuan khusus dalam menjalankan Layanan;
- c. menyimpan, menggunakan, atau mengungkapkan Data Pribadi di luar hubungan bisnis langsung antara Tencent

dengan Organisasi; dan

d. menggabungkan Data Pribadi yang diterima dari, atau atas nama, Organisasi dengan Data Pribadi yang dapat dikumpulkan dari interaksi terpisah Tencent dengan individu yang terkait dengan Data Pribadi tersebut atau dari sumber lain, kecuali sejauh diizinkan oleh Undang-Undang Privasi A.S. Untuk tujuan bagian Undang-Undang Privasi A.S. ini, "Jual", "Bagikan", dan istilah yang serupa lainnya akan memiliki makna yang diberikan kepada mereka dalam Undang-Undang Privasi A.S.

Makau

1. Penunjukan Tencent sebagai Pemroses, serta penunjukan sub-prosesor di mana (dan sejauh) diizinkan dalam Perjanjian ini, harus diberitahukan oleh Organisasi ke kantor perlindungan data lokal (GPDP - Gabinete para a Protecção de Dados Pessoais).
2. Tencent berhak untuk meminta Organisasi secara wajar memberikan bukti kepatuhan terhadap instruksi berdasarkan undang-undang perlindungan data Macau yang relevan, termasuk pemberitahuan tersebut berdasarkan bagian 1 di atas.
3. Organisasi harus secara tegas menginformasikan Tencent, secara tertulis, dalam hal pemrosesan data sensitif, sebagaimana didefinisikan dalam pasal 7 Undang-Undang Perlindungan Data Makau (UU n. 8/2005), dan harus memastikan kepatuhan dengan persyaratan khusus yang diatur dalam undang-undang perlindungan data Macau untuk pemrosesan data tersebut.

Klausul Transfer Pengontrol-Pemroses

Untuk tujuan Pasal 26 (2) Petunjuk 95/46 / EC untuk transfer data pribadi ke pemroses yang didirikan di negara ketiga yang tidak menjamin tingkat perlindungan data memadai:

Nama organisasi pengeksport data: Ini adalah Organisasi yang telah masuk ke dalam Perjanjian, atau jika Perjanjian dimasukkan dengan individu yang tidak bertindak atas nama Organisasi, individu tersebut.

("pengekspor data")

Dan

Nama organisasi pengimpor data: Entitas kontraktor yang ditentukan dalam bagian 1.2 dari Ketentuan Layanan.

("pengimpor data")

masing-masing "**pihak**"; bersama-sama "**para pihak**",

TELAH MENYETUJUI Klausul Kontrak berikut ("**Klausul**") Untuk menambahkan perlindungan yang memadai sehubungan dengan perlindungan privasi dan hak-hak dasar dan kebebasan individu untuk transfer data pribadi oleh pengeksport data ke pengimpor data yang ditentukan dalam Lampiran 1.

Definisi

Untuk tujuan Klausul:

- a. 'data pribadi', 'kategori data khusus', 'proses/pemrosesan', 'pengontrol', 'pemroses', 'subjek data' dan 'badan pengawas' akan memiliki arti yang sama seperti dalam Arahan 95/46 / EC parlemen Eropa dan Dewan 24 Oktober

1995 tentang perlindungan individu sehubungan dengan pemrosesan data pribadi dan pada pergerakan bebas data tersebut;

b. 'pengekspor data' mengacu pada pengontrol yang mentransfer data pribadi;

c. 'pengimpor data' mengacu pada pemroses yang setuju untuk menerima dari data pribadi pengekspor data yang dimaksudkan untuk diproses atas namanya setelah transfer sesuai dengan instruksinya dan ketentuan Klausul dan yang tidak tunduk pada sistem negara ketiga yang memastikan perlindungan memadai sesuai artinya dalam Pasal 25 (1) Dari Arahan 95/46 / EC;

d. 'sub-prosesor' mengacu pada setiap pemroses yang terlibat oleh pengimpor data atau oleh sub-prosesor lain dari pengimpor data yang setuju untuk menerima dari pengimpor data atau dari sub-pemroses lain dari data pribadi pengimpor data yang secara eksklusif ditujukan untuk kegiatan pemrosesan yang akan dilakukan atas nama pengekspor data setelah transfer sesuai dengan instruksinya, ketentuan Klausul dan ketentuan subkontrak tertulis;

e. 'undang-undang perlindungan data yang berlaku' mengacu pada undang-undang yang melindungi hak-hak dasar dan kebebasan individu dan, khususnya, hak privasi mereka sehubungan dengan pemrosesan data pribadi yang berlaku untuk pengontrol data di Negara Anggota tempat pengekspor data didirikan;

f. 'Langkah-langkah keamanan teknis dan organisasi' mengacu pada langkah-langkah yang bertujuan melindungi data pribadi terhadap kerusakan yang tidak disengaja atau melanggar hukum atau kehilangan yang tidak disengaja, perubahan, pengungkapan atau akses yang tidak sah, khususnya di mana pemrosesan melibatkan transmisi data melalui jaringan, dan terhadap semua bentuk pemrosesan yang melanggar hukum lainnya.

Detail transfer

Detail transfer dan khususnya kategori khusus data pribadi jika berlaku ditentukan dalam Lampiran 1 yang merupakan bagian integral dari Klausul.

Klausul penerima manfaat pihak ketiga

1. Subjek data dapat menegakkan terhadap pengekspor data Klausul ini, Klausul 4(b) hingga 4(i), Klausul 5(a) hingga 5(e) dan 5(g) hingga 5(j), Klausul 6.1 dan 6.2, Klausul 7, Klausul 8.2 dan Klausul 9 hingga 12 sebagai penerima pihak ketiga.
2. Subjek data dapat menegakkan terhadap pengimpor data Klausul ini, Klausul 5(a) hingga 5(e) dan 5(g), Klausul 6, Klausul 7, Klausul 8.2 dan Klausul 9 hingga 12, dalam kasus di mana pengekspor data telah menghilang secara faktual atau tidak ada lagi dalam hukum kecuali entitas penerus telah mengasumsikan seluruh kewajiban hukum pengekspor data dengan kontrak atau dengan operasi hukum, sebagai akibatnya dibutuhkan hak dan kewajiban pengekspor data, dalam hal ini subjek data dapat menegakkannya terhadap entitas tersebut.
3. Subjek data dapat menegakkan terhadap sub-prosesor Klausul ini, Klausul 5(a) hingga 5(e) dan 5(g), Klausul 6, Klausul 7, Klausul 8.2 dan Klausul 9 hingga 12, dalam kasus di mana pengekspor data dan pengimpor data telah menghilang secara faktual atau tidak ada lagi dalam hukum atau telah bangkrut, kecuali entitas penerus telah mengasumsikan seluruh kewajiban hukum pengekspor data dengan kontrak atau dengan operasi hukum, sebagai akibatnya dibutuhkan hak dan kewajiban pengekspor data, dalam hal ini subjek data dapat menegakkannya terhadap

entitas tersebut. Tanggung jawab pihak ketiga dari sub-prosesor tersebut akan terbatas pada operasi pemrosesannya sendiri berdasarkan Klausul.

4. Para pihak tidak keberatan dengan subjek data yang diwakili oleh asosiasi atau badan lain jika subjek data secara tegas menginginkannya dan jika diizinkan oleh hukum negara.

Kewajiban pengekspor data

Pengekspor data setuju dan menjamin:

- a. bahwa pemrosesan, termasuk transfer itu sendiri, dari data pribadi telah dan akan terus dilakukan sesuai dengan ketentuan yang relevan dari undang-undang perlindungan data yang berlaku (dan, jika berlaku, telah diberitahukan kepada otoritas terkait dari Negara Anggota di mana pengekspor data didirikan) dan tidak melanggar ketentuan yang relevan dari Negara tersebut;
- b. bahwa ia telah menginstruksikan dan selama durasi layanan pemrosesan data pribadi akan menginstruksikan pengimpor data untuk memproses data pribadi yang ditransfer hanya atas nama pengekspor data dan sesuai dengan undang-undang perlindungan data dan Klausul yang berlaku;
- c. bahwa pengimpor data akan memberikan jaminan yang cukup sehubungan dengan langkah-langkah keamanan teknis dan organisasi yang ditentukan dalam Lampiran 2 untuk kontrak ini;
- d. bahwa setelah penilaian persyaratan undang-undang perlindungan data yang berlaku, langkah-langkah keamanan yang tepat untuk melindungi data pribadi terhadap kerusakan disengaja atau melanggar hukum atau kehilangan disengaja, perubahan, pengungkapan atau akses yang tidak sah, khususnya di mana pengolahan melibatkan transmisi data melalui jaringan, dan terhadap semua bentuk pengolahan yang melanggar hukum lainnya, dan bahwa langkah-langkah ini memastikan tingkat keamanan yang sesuai dengan risiko yang disajikan oleh pengolahan dan sifat data yang harus dilindungi dengan memperhatikan teknologi terkini dan biaya implementasinya;
- e. bahwa hal itu akan memastikan kepatuhan terhadap langkah-langkah keamanan;
- f. bahwa, jika transfer melibatkan kategori data khusus, subjek data telah diinformasikan atau akan diinformasikan sebelum, atau sesegera mungkin setelahnya, transfer bahwa datanya dapat dikirimkan ke negara ketiga yang tidak memberikan perlindungan yang memadai dalam arti Arahan 95/46/EC;
- g. untuk meneruskan pemberitahuan yang diterima dari pengimpor data atau sub-prosesor sesuai dengan Klausul 5 (b) dan Klausul 8.3 kepada otoritas pengawas perlindungan data jika pengekspor data memutuskan untuk melanjutkan transfer atau untuk mencabut penangguhan;
- h. untuk menyediakan subjek data atas permintaan salinan Klausul, dengan pengecualian Lampiran 2, dan deskripsi ringkasan dari langkah-langkah keamanan, serta salinan kontrak apa pun untuk layanan sub-pemrosesan yang harus dibuat sesuai dengan Klausul, kecuali Klausul atau kontrak berisi informasi komersial, yang dalam hal ini dapat menghapus informasi komersial tersebut;
- i. bahwa, dalam hal sub-pemrosesan, aktivitas pemrosesan dilakukan sesuai dengan Klausul 11 oleh sub-prosesor yang menyediakan setidaknyanya tingkat perlindungan yang sama untuk data pribadi dan hak subjek data sebagai pengimpor data berdasarkan Klausul; dan
- j. bahwa hal itu akan memastikan kepatuhan dengan Klausul 4 (a) hingga 4 (i).

Kewajiban pengimpor data

Pengimpor data setuju dan menjamin:

- a. untuk memproses data pribadi hanya atas nama pengeksport data dan sesuai dengan instruksi dan Klausulnya; jika tidak dapat memberikan kepatuhan tersebut karena alasan apa pun, ia setuju untuk segera menginformasikan pengeksport data ketidakmampuannya untuk mematuhi, dalam hal ini pengeksport data berhak untuk menanggukkan transfer data dan/atau mengakhiri kontrak;
- b. bahwa ia tidak memiliki alasan untuk percaya bahwa undang-undang yang berlaku mencegahnya memenuhi instruksi yang diterima dari pengeksport data dan kewajibannya berdasarkan kontrak dan bahwa jika terjadi perubahan dalam undang-undang ini yang kemungkinan memiliki efek buruk yang substansial pada jaminan dan kewajiban yang diberikan oleh Klausul, ia akan segera memberi tahu perubahan kepada pengeksport data segera setelah diketahui, dalam hal ini pengeksport data berhak untuk menanggukkan transfer data dan/atau mengakhiri kontrak;
- c. bahwa ia telah menerapkan langkah-langkah keamanan teknis dan organisasi yang ditentukan dalam Lampiran 2 sebelum memproses data pribadi yang ditransfer;
- d. bahwa ia akan segera memberi tahu pengeksport data tentang:
setiap permintaan yang mengikat secara hukum untuk pengungkapan data pribadi oleh badan penegak hukum kecuali jika dilarang, seperti larangan di bawah hukum pidana untuk menjaga kerahasiaan penyelidikan penegakan hukum,
setiap akses yang tidak disengaja atau tidak sah, dan
setiap permintaan yang diterima langsung dari subjek data tanpa menanggapi permintaan itu, kecuali jika telah diberi wewenang untuk melakukannya;
- e. untuk menangani dengan cepat dan benar semua pertanyaan dari pengeksport data yang berkaitan dengan pemrosesan data pribadinya yang tunduk pada transfer dan untuk mematuhi saran dari otoritas pengawas sehubungan dengan pemrosesan data yang ditransfer;
- f. atas permintaan pengeksport data untuk menyerahkan fasilitas pemrosesan datanya untuk audit kegiatan pemrosesan yang dicakup oleh Klausul yang akan dilakukan oleh pengeksport data atau badan inspeksi yang terdiri dari anggota independen dan memiliki kualifikasi profesional yang diperlukan yang terikat oleh kewajiban kerahasiaan, dipilih oleh pengeksport data, jika berlaku, sesuai dengan otoritas pengawas;
- g. untuk menyediakan subjek data atas permintaan salinan Klausul, atau kontrak apa pun yang ada untuk sub-pemrosesan; kecuali Klausul atau kontrak berisi informasi komersial, yang dalam hal ini dapat menghapus informasi komersial tersebut, dengan pengecualian Lampiran 2 yang akan diganti dengan deskripsi rangkuman tindakan keamanan dalam kasus di mana subjek data tidak dapat memperoleh salinan dari pengeksport data;
- h. bahwa, dalam hal sub-pemrosesan, sebelumnya telah memberi tahu pengeksport data dan memperoleh persetujuan tertulis sebelumnya;
- i. bahwa layanan pemrosesan oleh sub-prosesor akan dilakukan sesuai dengan Klausul 11;
- j. untuk segera mengirim salinan perjanjian sub-prosesor yang disimpulkan berdasarkan Klausul kepada pengeksport data.

Pertanggungjawaban

1. Para pihak setuju bahwa setiap subjek data, yang telah mengalami kerusakan sebagai akibat dari pelanggaran kewajiban sebagaimana dimaksud dalam Klausul 3 atau dalam Klausul 11 oleh pihak atau sub-pemroses mana pun berhak menerima kompensasi dari pengekspor data atas kerusakan yang diderita.
2. Jika subjek data tidak dapat mengajukan klaim kompensasi sesuai dengan Klausul 6.1 terhadap pengekspor data, yang timbul dari pelanggaran oleh pengimpor data atau sub-prosesornya atas kewajiban mereka sebagaimana dimaksud dalam Klausul 3 atau dalam Klausul 11, karena pengekspor data telah menghilang secara faktual atau tidak ada lagi dalam hukum atau telah menjadi bangkrut, Pengimpor data setuju bahwa subjek data dapat mengeluarkan klaim terhadap pengimpor data seolah-olah itu adalah pengekspor data, kecuali entitas penerus telah mengasumsikan seluruh kewajiban hukum pengekspor data dengan kontrak dengan operasi hukum, dalam hal ini subjek data dapat menegakkan hak-haknya terhadap entitas tersebut. Pengimpor data mungkin tidak bergantung pada pelanggaran oleh sub-prosesor atas kewajibannya untuk menghindari tanggung jawabnya sendiri.
3. Jika subjek data tidak dapat mengajukan klaim terhadap pengekspor data atau pengimpor data yang dirujuk dalam Klausul 6.1 dan 6.2, yang timbul dari pelanggaran sub-prosesor atas kewajiban mereka sebagaimana dimaksud dalam Klausul 3 atau dalam Klausul 11, karena pengekspor data dan pengimpor data telah menghilang secara faktual atau tidak ada lagi dalam hukum atau telah menjadi bangkrut, sub-prosesor data setuju bahwa subjek data dapat mengeluarkan klaim terhadap sub-prosesor data terkait operasi pemrosesannya sendiri dalam Klausul seolah-olah itu adalah pengekspor data atau pengimpor data, kecuali entitas penerus telah mengasumsikan seluruh kewajiban hukum pengekspor data atau pengimpor data dengan kontrak dengan operasi hukum, dalam hal ini subjek data dapat menegakkan hak-haknya terhadap entitas tersebut. Tanggung jawab dari sub-prosesor tersebut akan terbatas pada operasi pemrosesannya sendiri berdasarkan Klausul.

Mediasi dan yurisdiksi

1. Pengimpor data setuju bahwa jika subjek data meminta hak penerima pihak ketiga dan/atau mengklaim kompensasi atas kerusakan berdasarkan Klausul, pengimpor data akan menerima keputusan subjek data:
 - a. untuk merujuk sengketa ke mediasi, oleh orang yang independen atau, jika berlaku, oleh otoritas pengawas;
 - b. untuk merujuk sengketa ke pengadilan di Negara Anggota di mana pengekspor data didirikan.
2. Para pihak setuju bahwa pilihan yang dibuat oleh subjek data tidak akan mengurangi hak substantif atau proseduralnya untuk mencari solusi sesuai dengan ketentuan lain dari hukum nasional atau internasional.

Kerjasama dengan badan pengawas

1. Pengekspor data setuju untuk menyetor salinan kontrak ini dengan badan pengawas jika diminta atau jika penyetoran tersebut diperlukan berdasarkan undang-undang perlindungan data yang berlaku.
2. Para pihak setuju bahwa badan pengawas memiliki hak untuk melakukan audit terhadap pengimpor data, dan sub-prosesor apa pun, yang memiliki ruang lingkup yang sama dan tunduk pada kondisi yang sama seperti yang akan berlaku untuk audit pengekspor data berdasarkan undang-undang perlindungan data yang berlaku.
3. Pengimpor data akan segera memberi tahu pengekspor data tentang keberadaan undang-undang yang berlaku untuknya atau sub-pemroses apa pun yang mencegah pelaksanaan audit importir data, atau sub-prosesor apa pun,

sesuai dengan Klausul 8.2. Dalam kasus seperti itu, pengeksport data berhak untuk mengambil langkah-langkah yang diprediksi dalam Klausul 5 (b).

Hukum yang Mengatur

Klausul akan diatur oleh hukum Negara Anggota di mana pengeksport data didirikan.

Variasi kontrak

Para pihak berjanji untuk tidak membuat variasi atau modifikasi Klausul. Ini tidak menghalangi para pihak untuk menambahkan klausul tentang masalah terkait bisnis jika diperlukan selama mereka tidak bertentangan dengan Klausul.

Sub-pemrosesan

1. Pengimpor data tidak akan melakukan subkontrak untuk salah satu operasi pemrosesannya yang dilakukan atas nama pengeksport data berdasarkan Klausul tanpa persetujuan tertulis sebelumnya dari pengeksport data. Jika pengimpor data melakukan subkontrak atas kewajibannya berdasarkan Klausul, dengan persetujuan pengeksport data, ia akan melakukannya hanya dengan cara perjanjian tertulis dengan sub-prosesor yang memberlakukan kewajiban yang sama pada sub-prosesor seperti yang dikenakan pada pengimpor data berdasarkan Klausul. Jika sub-prosesor gagal memenuhi kewajiban perlindungan data berdasarkan perjanjian tertulis tersebut, pengimpor data akan tetap sepenuhnya bertanggung jawab kepada pengeksport data atas kinerja kewajiban sub-prosesor berdasarkan perjanjian tersebut.
2. Kontrak tertulis sebelumnya antara pengimpor data dan sub-prosesor juga akan menyediakan klausul penerima manfaat pihak ketiga sebagaimana diatur dalam Klausul 3 untuk kasus-kasus di mana subjek data tidak dapat membawa klaim untuk kompensasi sebagaimana dimaksud dalam Klausul 6.1 terhadap pengeksport data atau pengimpor data karena mereka telah menghilang secara faktual atau tidak ada lagi dalam hukum atau telah menjadi bangkrut dan tidak ada entitas penerus yang berasumsi. seluruh kewajiban hukum pengeksport data atau pengimpor data berdasarkan kontrak atau dengan operasi hukum. Tanggung jawab pihak ketiga dari sub-prosesor tersebut akan terbatas pada operasi pemrosesannya sendiri berdasarkan Klausul.
3. Ketentuan yang berkaitan dengan aspek perlindungan data untuk sub-pemrosesan kontrak sebagaimana dimaksud dalam Klausul 11.1 akan diatur oleh hukum Negara Anggota di mana pengeksport data didirikan.
4. Pengeksport data akan menyimpan daftar perjanjian sub-pemrosesan yang disimpulkan berdasarkan Klausul dan diberi tahu oleh pengimpor data sesuai dengan Klausul 5 (j), yang akan diperbarui setidaknya setahun sekali. Daftar ini akan tersedia bagi badan pengawas perlindungan data pengeksport data.

Kewajiban setelah penghentian layanan pemrosesan data pribadi

1. Para pihak setuju bahwa pada penghentian penyediaan layanan pemrosesan data, pengimpor data, dan sub-prosesor akan, atas pilihan pengeksport data, mengembalikan semua data pribadi yang ditransfer dan salinannya kepada pengeksport data atau akan menghancurkan semua data pribadi dan menyatakan kepada pengeksport data bahwa ia telah melakukannya, kecuali Undang-undang yang dikenakan pada pengimpor data mencegahnya

mengembalikan atau menghancurkan semua atau sebagian dari data pribadi yang ditransfer. Dalam hal ini, pengimpor data menjamin bahwa ia akan menjamin kerahasiaan data pribadi yang ditransfer dan tidak akan secara aktif memproses data pribadi yang ditransfer lagi.

2. Pengimpor data dan sub-prosesor menjamin bahwa atas permintaan pengeksport data dan/atau badan pengawas, ia akan menyerahkan fasilitas pemrosesan datanya untuk audit langkah-langkah yang dimaksud dalam Klausul 12.1.

Lampiran 1

Deskripsi Transfer (Pengontrol-Pemroses)

Lampiran ini merupakan bagian dari Klausul dan harus diselesaikan dan ditandatangani oleh para pihak. Negara-negara Anggota dapat melengkapi atau menentukan, sesuai dengan prosedur nasional mereka, setiap informasi tambahan yang diperlukan untuk terkandung dalam Lampiran ini.

Pengeksport data

Pengeksport data adalah Organisasi sebagaimana yang ditentukan dalam Perjanjian, atau jika Perjanjian dimasukkan dengan individu yang tidak bertindak atas nama Organisasi, individu tersebut.

Pengeksport data telah melibatkan pengimpor data untuk menyediakan layanan online seperti yang dijelaskan dalam Perjanjian.

Pengimpor data

Pengimpor data adalah Tencent, sebagaimana didefinisikan dalam Perjanjian, penyedia layanan bernilai tambah Internet terkemuka. Pengimpor data telah melibatkan pengeksport data untuk menyediakan layanan online tertentu seperti yang dijelaskan dalam Perjanjian.

Kategori data

Data pribadi yang ditransfer menyangkut kategori data berikut (harap tentukan):

Konten yang diunggah oleh Pengeksport Data, atau sebagaimana diberi tahu oleh Pengeksport Data kepada Pengimpor Data dari waktu ke waktu.

Kategori khusus data

Data pribadi yang ditransfer menyangkut kategori khusus data berikut (harap tentukan):

Konten yang diunggah oleh Pengeksport Data, atau sebagaimana diberi tahu oleh Pengeksport Data kepada Pengimpor Data dari waktu ke waktu.

Operasi pemrosesan

Data pribadi yang ditransfer akan tunduk pada kegiatan pemrosesan dasar berikut (harap tentukan):

Pengimpor Data akan memproses data pribadi untuk mendukung kegiatan yang dilakukan oleh Pengeksport Data.

Secara khusus, kegiatan pemrosesan Pengimpor Data yang dilakukan berdasarkan instruksi dan atas nama Pengeksport Data meliputi: hosting data, pencadangan data, komunikasi, analitik data, statistik, analisis, administrasi sistem TI, pemenuhan pesanan, layanan dukungan, layanan manajemen karyawan, pembayaran pesanan pemrosesan, pengiriman komunikasi pemasaran, promosi dan survei, operasi, pemeliharaan dan hosting perangkat

lunak, layanan teknologi informasi termasuk desktop dan manajemen jaringan, pemantauan sistem, pengembangan aplikasi dan program, pengarsipan, manajemen bencana, dan pemulihan data.

Lampiran 2

Langkah-langkah Keamanan Teknis dan Organisasi

Kami telah menerapkan program privasi dan keamanan yang komprehensif untuk tujuan melindungi konten Anda.

Program ini mencakup hal-hal berikut:

1. **Keamanan data.** Kami telah merancang dan menerapkan langkah-langkah berikut untuk melindungi data pelanggan terhadap akses yang tidak sah:
 - a. standar untuk kategorisasi dan klasifikasi data;
 - b. satu set kemampuan autentikasi dan kontrol akses pada tingkat fisik, jaringan, sistem dan aplikasi; dan
 - c. mekanisme untuk mendeteksi perilaku abnormal berbasis data besar.
2. **Keamanan jaringan.** Kami menerapkan aturan ketat tentang isolasi jaringan internal untuk mencapai kontrol akses dan perlindungan perbatasan untuk jaringan internal (termasuk jaringan kantor, jaringan pengembangan, jaringan pengujian, dan jaringan produksi) melalui isolasi fisik dan logis.
3. **Keamanan fisik dan lingkungan.** Kontrol akses infrastruktur dan lingkungan yang ketat telah diterapkan untuk pusat data Tencent Cloud berdasarkan persyaratan keamanan regional yang relevan. Matriks kontrol akses didirikan, berdasarkan jenis personel pusat data dan hak akses masing-masing, untuk memastikan manajemen dan kontrol akses dan operasi yang efektif oleh personel pusat data.
4. **Manajemen insiden.** Kami mengoperasikan pemantauan layanan aktif dan real-time, dikombinasikan dengan mekanisme respons dan penanganan yang cepat, yang memungkinkan deteksi dan penanganan insiden keamanan yang segera.
5. **Kepatuhan terhadap standar.** Kami mematuhi standar yang tercantum di halaman Pusat Kepatuhan kami, dan sebagaimana diperbarui dari waktu ke waktu.

Customer Security Assessment Policy and Guidelines

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Within the term of products and services purchased by you from Tencent Cloud, you may conduct a security assessment on the code, data, applications and components you deploy on Tencent Cloud. The security assessment includes, but is not limited to, vulnerability scans, penetration tests, stress tests and vulnerability mining (same for the full text). If you intend to proceed with the security assessment, your consent to and compliance with the following policy and guidelines (hereinafter referred to as these “Guidelines”) shall be required:

- 1.You shall not perform any security assessment on the infrastructure, platform, products or services of Tencent Cloud, including but not limited to servers, database systems and underlying applications, etc.
- 2.If you found any security vulnerability relating to the infrastructure, platform, products or services of Tencent Cloud in the course of your security assessment, please contact the Tencent Cloud security team (cloud_sec@tencent.com) immediately. You shall not disclose all or part of the information relating to such vulnerability to the public nor provide it to any third parties.
- 3.In conducting the security assessment, you shall not violate these Guidelines, nor perform the assessment beyond the scope of resources you purchase and create through your Tencent Cloud account.
- 4.If you want to carry out a stress test while conducting the security assessment, you shall be required to make an application for the test to the Tencent Cloud security team (cloud_sec@tencent.com). When making the application, a complete stress test proposal shall be submitted and such stress test shall be performed only after the application is approved. The stress test must be carried out in strict compliance with the stress test proposal during the test.
- 5.If a phishing test (i.e. sending phishing emails, phishing links and phishing documents, etc. to the users of your business) is to be included while conducting the security assessment, you shall conduct the phishing test in compliance with laws and regulations and publicly explain to such users about the act of performing the phishing test and the details of such test following the completion of the assessment so as to avoid any disputes arising from the phishing act. Please be aware that simulated phishing attacks can lead to adverse press and compromise user trust, therefore the group of persons selected for simulated phishing attacks must consent to participating in security and similar assessments. In the event of any complaints from users, disputes or other issues, you shall resolve them on your own and any consequences in connection therewith shall be solely borne by yourself.
- 6.If the procedures involving data, code and other information (including but not limited to the assessment of a disaster recovery emergency plan and destructive data or code test, etc.) are to be carried out while conducting the security assessment, you shall keep a backup of your data, code and other information properly by yourself and solely bear any consequences as a result therefrom.

7. Prior to the security assessment, you should be aware of any potential risk that may be caused by the security assessment and ensure that you have the lawful right to conduct the security assessment on the targets of such assessment. You shall solely assume all consequences and liabilities arising from the security assessment, and Tencent Cloud shall not be liable for any losses in connection with any loss of information (such as code and data) and any interruption, suspension of or impact on business operations caused by the security assessment.

8. Prior to the security assessment, you should make yourself fully familiar with and observe the provisions of applicable laws and regulations with respect to the relevant tasks, conduct the security assessment in compliance with laws and regulations and observe all requirements under these Guidelines. If you are in breach of any provisions of these Guidelines, laws and regulations and Tencent service agreements, etc., you shall solely take all responsibilities for such breach and be liable to indemnify any third parties such as Tencent Cloud or other Tencent Cloud users against any losses suffered by them arising therefrom. Further, you understand and agree that the consent given to you by Tencent Cloud with respect to the conducting of the stress test and any other security assessments does not indicate that you will be exempt from all liabilities in connection with the stress test and any other security assessments. If a security incident occurs due to your failure to perform the stress test pursuant to the stress test proposal during the test or the third parties such as Tencent Cloud and other Tencent Cloud users are affected by the securities assessments, you shall still be required to take all responsibilities in respect thereof and be liable to indemnify any third parties such as Tencent Cloud and other Tencent Cloud users against any losses suffered by them as a result thereof. Please be mindful that there are regulations in many jurisdictions that make it an offence to engage in certain computer or electronic activities that may compromise security or lead to unlawful access to information. This can include actions perceived to be pre-emptive of computer crimes, such as scanning third party systems. Therefore, you must ensure that any security assessments or penetration tests are conducted only where it is lawful and with any necessary consents from customers.

Acceptable Use Policy

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INTRODUCTION

This Acceptable Use Policy sets out rules of good behaviour applicable to your use of Tencent Cloud. By using Tencent Cloud, you agree to this Policy.

Should you have any questions about, or any person's compliance with, this Policy, please contact us at

`cloudlegalenquiries@tencent.com` .

Any terms used in this Policy will have the same meaning as the equivalent defined terms in the Tencent Cloud Terms of Service, unless the context requires otherwise.

PROHIBITED ACTIVITIES

You agree not to (and to not allow or cause any person (including any End Users) to) engage in any of the following prohibited activities (or encourage any person to engage in such prohibited activities) on or in relation to Tencent Cloud.

- **No breach of the Tencent Cloud Terms of Service.** You may not use Tencent Cloud in any manner or for any purpose which breaches the Tencent Cloud Terms of Service (including this Policy) or which breaches the terms of service of any other Tencent service or product.
- **No illegal, harmful or offensive use or content.** You may not use Tencent Cloud to:
 - violate any applicable laws, regulations, governmental orders or decrees;
 - engage in, promote, or encourage any illegal (or potentially illegal) activities;
 - send any unsolicited, unauthorised spam, advertising or promotional messages;
 - share or publish any other person's personally identifiable information using Tencent Cloud without their express consent;
 - create multiple accounts for disruptive or abusive purposes;

- submit, upload, store, transmit, distribute, display or otherwise make available any content (whether displayed publicly or not) which in fact or in our reasonable opinion:
 - violates any applicable laws or regulations;
 - infringes our rights or any third party's rights – including any intellectual property rights, contractual rights, confidentiality rights or privacy rights;
 - creates a risk of loss or damage to any person or property;
 - is fraudulent, false, misleading or deceptive;
 - harms or exploits, or may harm or exploit any person (whether adult or minor) in any way, including via bullying or harassment, or threats, support, or encouragement of violence;
 - is hateful, harassing, abusive, promoting bigotry, racially or ethnically offensive, defamatory, humiliating to other people (publicly or otherwise), threatening, profane or otherwise objectionable;
 - promotes or encourages self-harming; or
 - is pornographic, sexually explicit, violent or otherwise of a mature nature; or
 - impersonate any person or misrepresent your affiliation with any person or entity in registering or using an account (including by creating a misrepresentative account name or accessing another user's account) or in making any communications or sharing or publishing any content or information using Tencent Cloud.

- **No security breach or network abuse.** You may not use Tencent Cloud to:
 - interfere with, or attempt to interfere with, any user's or any other party's access to Tencent Cloud;
 - disable, interfere with or circumvent any parts of Tencent Cloud;
 - intentionally distribute viruses, worms, Trojan horses, corrupted files or other malicious code or items;
 - probe or test the vulnerability of, or otherwise circumvent (or attempt to circumvent) any security features on, Tencent Cloud, our Systems or other users' Systems. "**Systems**" means any network, computer or telecommunication systems;
 - decompile, reverse compile or reverse engineer any of Tencent Cloud Software, or seek to do any of the foregoing, except to the extent that applicable laws and regulations do not allow us to prevent you from doing this;
 - interfere with our, any user's or any other party's Systems – including via unauthorised access; interception of data or connections; falsifying the origin of your data or connections; or attacking any Systems in an unauthorised manner (including by "Denial of Service" attacks or broadcast attacks); or
 - operating any Systems or services on (or that connect to) Tencent Cloud that are prohibited by us, at our sole discretion.

RESTRICTIONS ON YOUR USE OF TENCENT CLOUD SOFTWARE

You may not, and you may not permit any other person (including any End Users) to (except where we expressly permit you to do so):

- sub-license, rent, lease or sell Tencent Cloud Software;
- use Tencent Cloud Software to gain unauthorised access to any system, account or data;
- directly or indirectly charge others for use or access to Tencent Cloud Software;
- directly or indirectly suggest our support or endorsement of any product, service or content (including any personal web site);
- make Tencent Cloud Software publicly available or available on any network for copying, download or use by any person or persons;
- remove, obscure or modify any copyright, trade mark or other proprietary rights notice, marks or indications found in or on Tencent Cloud Software;
- misrepresent the source or ownership of Tencent Cloud Software;
- copy, reproduce, adapt, modify, translate or create derivate works from Tencent Cloud Software, lend, hire, rent, perform, sub-license, make available to the public, broadcast, distribute, transmit or otherwise use any Licensed Item in whole or in part, or attempt to do any of the foregoing;
- attempt to disrupt or interfere with Tencent Cloud Software, including manipulating the legitimate operation of Tencent Cloud Software;
- use cheats, exploits, automation software or any unauthorised third party software designed to modify or interfere with Tencent Cloud Software;
- disrupt or overburden any computer or server used to offer or support Tencent Cloud Software, or other users' use of Tencent Cloud Software; or
- develop any plug-ins, external components, compatibles or interconnection elements or other technology that inter-operate with Tencent Cloud Software, except where we expressly permit you to do so via Tencent Cloud Software. Where we have granted you such express permission, such use by you of the Tencent Cloud Software will be subject to the Tencent Cloud Terms of Service and any Additional Terms as notified by us to you.
- Please note that there may be technological measures in Tencent Cloud Software that are designed to prevent unlicensed or unauthorised use of Tencent Cloud Software or use of Tencent Cloud Software in breach of this Policy. You agree that we may use these measures and that you will not seek to disable or circumvent them in any way.

PROHIBITED USERS

In addition to any prohibitions as set out in the Tencent Cloud Terms of Use, you may not register for or use Tencent Cloud if:

- you are less than 13 years of age; or

- we have previously terminated your account and advised you that you may no longer use Tencent Cloud or any of our other services.

BREACH OF THIS POLICY OR MISUSE OF TENCENT CLOUD

We reserve the right, but are not obliged, to investigate any alleged breach of this Policy or misuse of Tencent Cloud. We may terminate any user's use of or access to Tencent Cloud in accordance with the Tencent Cloud Terms of Service. In addition, and to the extent not already allowed by the Tencent Cloud Terms of Service, we may report any activity that violates (or may violate) any applicable laws or regulations to appropriate law enforcement or regulatory authorities or other appropriate third parties, and cooperate with such authorities or third parties in any related investigations. Such cooperation may include disclosing:

- Your Content in accordance with the Tencent Cloud Terms of Service;
- any Tencent Cloud-related information that relates to the alleged breach of this Policy or misuse of Tencent Cloud; and/or
- any other information or materials as allowed by the Tencent Cloud Terms of Service.

Copyright Policy

Waktu update terbaru : 2021-11-25 11:29:13

Tencent Cloud respects the intellectual property rights of others and requires that you do the same when using Tencent Cloud. The [Tencent Cloud Terms of Service](#) (including the [Tencent Cloud Acceptable Use Policy](#)) prohibit you from using Tencent Cloud to infringe the copyrights of any third parties.

If you wish to report any content or material that infringe your intellectual property rights has been uploaded to a Tencent Cloud service, please report the alleged infringement by filling in the [Tencent Cloud International Portal Copyright Complaint Form](#). This will enable us to investigate your infringement complaint quickly and efficiently.

Tencent Cloud will also respond to copyright notifications submitted in accordance with our DMCA-based [Notification Policy](#). If we receive a valid copyright notice related to material uploaded by you, we will forward you a copy of the notice and we may take steps to remove or disable access to the allegedly infringing material, which may include suspending your access to Tencent Cloud. If we receive a valid copyright notice related to material uploaded to your Application by your End User, then we will forward you a copy of the notice and you must act promptly to: (i) forward the notice to the End User responsible for uploading the material and (ii) remove or disable access to the allegedly infringing material . If you fail to respond to any takedown notice promptly, or if we otherwise determine that it is necessary for us to remove or disable access to the allegedly infringing material in order to satisfy legal requirements, then we may take steps to remove or disable access to your Application in its entirety and/or suspend your access to Tencent Cloud. If you believe that the notice is incorrect or that you have the right to use the material at issue, you (or your End User responsible for uploading the material), may respond to the notifying party directly and/or send a counter-notice to Tencent Cloud under Section 512(g)(3) of the Digital Millennium Copyright Act (“DMCA”). If Tencent Cloud determines that you or your End Users, have repeatedly infringed the copyrights of others or repeatedly failed to respond to valid takedown requests in a timely manner, we may terminate your account in appropriate circumstances. Please see our [Notification Policy](#) for more information.

Notification Policy

Waktu update terbaru : 2021-06-29 16:26:16

Tencent Cloud has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<https://www.copyright.gov/legislation/dmca.pdf>) ("DMCA").

Procedure for Reporting Copyright Infringement

Tencent Cloud responds to copyright notifications submitted in accordance with the DMCA. Section 512 of the DMCA outlines the statutory requirements necessary for formally reporting copyright infringement, as well as providing instructions on how an affected party can appeal a removal by submitting a counter-notice.

If you believe that material or content residing on or accessible through Tencent Cloud infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") at the address listed below:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed.
2. Identification of works or materials being infringed; this includes, at a minimum and if applicable, the URL or IP address of the link shown on the site where such material may be found, as well as the reference or link to the material or activity that you claim to be infringing, that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link, including at a minimum, if applicable, the URL or IP address of the link shown on the site where such reference or link may be found.
3. Contact information about the notifier including address, telephone number and, if available, e-mail address.
4. A statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or the law; include this statement in the body of the notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

5. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner; include this statement in the body of the notice:

“I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

Please contact the Designated Agent at cloud_complaint@tencent.com, with a copy to copyrightnotice@tencent.com, or at:

Tencent Cloud

Attention: Legal Department (Copyright Notification)

2747 Park Blvd.

Palo Alto, CA 94306

In addition to the requirements listed above, it may be helpful to include additional information to allow us to identify the work that you claim has been infringed (e.g., a screenshot or copy of the work or the allegedly infringing material). The more details you include in your notification, the easier it will be for Tencent Cloud to respond to your notice.

Consequences of Sending A DMCA Notice

Tencent Cloud will review your notice for accuracy, validity, and completeness. If we find that it satisfies these requirements, we may take appropriate measures consistent with the DMCA. This includes acting expeditiously to forward the notice to the user associated with the allegedly infringing material and removing or disabling access to the allegedly infringing material. If the person who posted the material believes that the notice is incorrect or that they have the right to use the material at issue, they may send a counter-notice under Section 512(g)(3) of the DMCA. If we receive a counter-notice, we will forward it to you and it is up to you to take further legal action. If you do not respond to a valid counter-notice within 10 business days, we may repost or reinstate access to the material.

Please carefully consider any submission of a notice, particularly if you are unsure whether you own (or are lawfully authorized to use) the relevant material. Under 17 U.S.C. § 512(f), you may be liable for any damages, including costs and attorneys' fees incurred by us or our users, if you knowingly materially misrepresent that material or activity is infringing. So before you send a DMCA notice, make sure that you are the actual copyright holder (or are authorized to act on behalf of the owner), that you have a good-faith belief that the material you are identifying is actually infringing (e.g., that it is not a fair use), and that you understand the repercussions of submitting a false claim.

Procedure for Submitting a Counter-Notice

If you are a user who posted allegedly infringing material and who received notification to that effect from Tencent Cloud, you may elect to send us a counter-notice if you dispute the claim of infringement. Your counter-notice must include the following information:

1. A physical or electronic signature from you or a person authorized to act on your behalf.
2. Identification of the disputed material and the location at which the disputed material appears or appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that you have a good faith belief that the material was removed, disabled, or identified as infringing as a result of mistake or misidentification.

4. Your contact information, including your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Tencent Cloud may be found, and that you will accept service of process from the person who provided the initial copyright notification or an agent of such person.

Such written notice should be sent to our Designated Agent at cloud_complaint@tencent.com, with a copy to copyrightnotice@tencent.com, or at:

Tencent Cloud

Attention: Legal Department (Copyright Notification)

2747 Park Blvd.

Palo Alto, CA 94306

[Repeat Infringer Policy](#)

Consistent with the requirements of the DMCA and in appropriate circumstances, Tencent Cloud will promptly terminate the accounts of subscribers who repeatedly infringe the copyrights of others.

Service Specific Terms

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Short Message Service Terms of Service

To the extent you wish to receive Short Message Service, such Short Message Service shall be subject to these Short Message Service Terms of Service and the [Tencent Cloud Terms of Service](#).

Capitalized terms used but not defined herein shall have the respective meanings given to them in the Tencent Cloud Terms of Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SHORT MESSAGE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE FOLLOWING TERMS.

1.You shall:

(a) obtain and maintain throughout the Term relevant licences, approvals, permits and certificates and complete all relevant registrations and filings required in connection with your and/or your End User’s use of the Short Message Service;

(b) utilize the Short Message Service only in compliance with laws regulating marketing, solicitation, business practices, or telecommunications or electronic communications (“**Telemarketing Laws**”) such as the United States Telephone Consumer Protection Act of 1991 (“**TCPA**”), including as applicable to the use of automatic dialing systems and transmission of SMS text messages;

(c) comply, and cause your End Users to comply, with all applicable laws, regulations, industry codes and practices; and

(d) comply, and cause your End Users to comply, with Tencent’s policies, instructions and guidelines in respect of the use of the Short Message Service.

2.You shall not transmit or disseminate, or permit that your End Users transmit or disseminate, any SMS messages or content that is obscene, vulgar, menacing, defamatory, abusive, false, inaccurate, misleading, unlawful, invasive of any person’s privacy, hateful, harassing, harmful, or otherwise offensive, inappropriate or violates any rights.

3.You shall not send, or permit your End Users to send any commercial or marketing SMS messages without the recipient’s explicit consent. Tencent will, in accordance with the Data Processing and Security Agreement, notify you, upon becoming aware, of any instruction received from you in relation to Personal Data processed on your behalf, which in the discretion of Tencent may breach any applicable laws, including any Data Protection Laws. Tencent shall

have the right to suspend processing, including the right to stop or refuse delivery or receipt of any commercial or marketing SMS messages, under these circumstances.

4. You acknowledge that:

(a) you are solely responsible for any messages transmitted or disseminated through the Short Message Service by you or your End Users;

(b) Tencent does not have any obligation to review, edit or amend any SMS messages or content before it is transmitted or disseminated through the Short Message Service; and

(c) you are solely responsible for compliance with Telemarketing Laws such as the TCPA including, but not limited to, responsibility for obtaining and maintaining such prior consent(s) as may be necessary for the sending of SMS messages in the United States or elsewhere as applicable. Without regard to any caps on liability in the Tencent Cloud Terms of Service, you agree to indemnify and hold harmless Tencent for any claimed or actual violations of Telemarketing Laws such as the TCPA.

(d) Notwithstanding the foregoing, Tencent may, in its discretion, audit any SMS messages transmitted through the Short Message Service by you or your End Users and Tencent may edit, remove or refuse any SMS message or content that, in its discretion, violates these Short Message Service Terms of Service, the Tencent Cloud Terms of Service or applicable laws, regulations, industry codes and practices.

General Service Level Agreement

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1. INTRODUCTION

1.1 This General Service Level Agreement, including the relevant [Service specific Service Level Agreements](#), (collectively, "**SLA**") is incorporated into, and forms part of, the Tencent Cloud [Terms of Service](#) or the Tencent Cloud Master Services Agreement, as applicable, entered into between Tencent and you ("**Agreement**"). This SLA applies separately to each Account using the Services.

1.2 Capitalised terms used but not defined in the SLA will have the meaning given to them in the Agreement.

1.3 Tencent may amend the SLA in accordance with the Agreement.

1.4 If there are any discrepancies between this General Service Level Agreement and the relevant Service specific Service Level Agreement(s), the relevant Service specific Service Level Agreement(s) shall apply.

1.5 In this General Service Level Agreement:

(a) "**Billing Cycle**" means a monthly billing cycle for the Fees during the Term;

(b) "**Compensation**" means the compensation as set out in the relevant Service specific Service Level Agreement; and

(c) "**Service Levels**" means the service standard or service availability set out in the relevant Service specific Service Level Agreement.

2. SERVICE LEVELS AND SERVICE CREDITS

Unless otherwise stated in a relevant Service specific Service Level Agreement:

2.1 Tencent will use reasonable efforts to make Service available in accordance with the Service specific Service Level Agreement. If Tencent Cloud does not meet a Service Level during the relevant calendar month (an "**Incident**"), then (subject to the terms and conditions of the Agreement and the relevant Service specific Service Level Agreement) you are eligible to receive Compensation.

2.2 All Service Levels will be calculated on a per-account, per-complete calendar month basis. Service Levels will not be calculated, and no Compensation will be due, for any non-complete calendar month (i.e. if you do not purchase a particular Service for a complete calendar month, no Compensation is applicable in relation to that Service for that non-complete calendar month).

2.3 Compensation is calculated as a percentage of the total Fees paid by you to Tencent in respect of the relevant Service provided under the Agreement during the relevant calendar month in which the Service Level was calculated.

2.4 Any Compensation provided to you:

(a) will only be applied against future payments of Fees due from your account to Tencent for the relevant Service that is subject of the relevant Incident;

(b) unless otherwise expressly set out in the Agreement, will be your sole and exclusive remedy for:

(i) Tencent's failure to meet the applicable Service Level; and

(ii) any unavailability of, loss of performance or functionality of, or other failure by Tencent to provide the relevant Services (or any part of Tencent Cloud); and

(c) will not entitle you to any other refund or payment from Tencent or to unilaterally withhold payment of any Fees or other amounts owing to Tencent.

2.5 The Compensation provided to you (pursuant to the relevant Service specific Service Level Agreement and pursuant to all applicable Service Levels) for any particular Service in any given calendar month will not, under any circumstance, exceed the Fees paid and payable by you for that particular Service in that calendar month.

3. COMPENSATION CLAIMS

Unless otherwise stated in the relevant Service specific Service Level Agreement:

3.1 To receive Compensation for an Incident, you must submit a claim to Tencent (a "**Compensation Claim**"). A Compensation Claim can be submitted via your Account (the "**Compensation Claim Form**").

3.2 To be eligible for Compensation, you must submit a Compensation Claim to Tencent within 60 days of the Incident's commencement date, with all information requested on the Compensation Claim Form being completed by you to Tencent's satisfaction (acting reasonably). Failure by you to provide all necessary information in respect of a Compensation Claim within 60 days of the Incident's commencement date will disqualify you from receiving Compensation.

3.3 Tencent will evaluate each Compensation Claim using information reasonable available to it, and (acting reasonably and in good faith) determine whether Compensation is owed to you for that Compensation Claim. Tencent will use reasonable efforts to complete such evaluation within 60 days of Tencent's receipt of a properly completed Compensation Claim.

3.4 If Tencent determines that Compensation is owed to you for a Compensation Claim, Tencent will apply the Compensation as a deduction to the Fees payable by you in the next Billing Cycle after such determination.

3.5 If more than one Service Level is not met because of an Incident, you may choose only one Service Level under which to make a claim based on that Incident. If you fail to make such a choice, Tencent may in its discretion choose which Service Level default forms the basis for any Compensation.

3.6 Tencent's determination in relation to all Compensation Claims is final and binding.

4. EXCLUSIONS

4.1 Under no circumstances will this SLA, Service Levels or Compensation apply to, and under no circumstances will Tencent be liable for, any performance or availability issues relating to the Services that are due to any one or more of the following (collectively, the "**Exclusions**"):

(a) factors outside of Tencent's reasonable control – for example, due to:

(i) any event of force majeure (as defined in the Agreement);

(ii) any equipment, telecommunications or network failure external to Tencent Cloud's data centres, including at your site(s) or in relation to your connections from its site to Tencent Cloud's data centres;

(iii) any security breaches of Tencent Cloud by third parties, provided that Tencent has implemented and followed appropriate security practices;

(iv) substantial increase in user traffic that Tencent had no prior notice of and/or had no reasonable control over; or

(v) any content delivery failure due to non-compliance with local network regulations and/or licensing;

(b) any network, services, hardware or software not provided by Tencent, including:

(i) any third-party hosting or cloud service; or

(ii) any third-party DNS or traffic management service;

(c) your non-compliance with the Agreement or any instructions concerning the use of the Services after being notified of it by Tencent from time to time – including:

(i) any failure to comply with the Agreement, including the Data Processing and Security Agreement, Privacy Policy, Acceptable Use Policy or Copyright Policy; or

(ii) using the Services in a manner inconsistent with its features and functions – for example, performing operations on, configuring or inputting instructions that are not supported by the Services;

(d) your use of a beta or test version of the Services;

(e) your failure to implement and follow appropriate security practices, including by protecting any of your Account login details;

(f) any suspension or termination by Tencent of your use of or access to your Account or the Services in accordance with the Agreement;

(g) planned or unplanned maintenance to the Services; or

(h) any other exclusions for specific Service Levels as set out in the relevant Service specific Service Level Agreement(s).

Service Level Agreements

Computing

CVM Service Level Agreement

Waktu update terbaru : 2020-11-01 11:08:22

In order to use the Tencent Cloud Virtual Machine (“CVM”) service (the “Service”), you should read and comply with this Cloud Virtual Machine 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 and success rate, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of CVM closed beta testing. 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 Cloud Virtual Machine (CVM)

CVM means computing capabilities that can be scaled up in the cloud provided to you by Tencent Cloud, which saves you from resource projection and upfront investment required in using traditional servers. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Single Instance

Single Instance means one (1) CVM instance, i.e., the unit CVM.

1.3 Total Time of a Single Instance in a Service Month

Total Time of a Single Instance in a Service Month = the total number of days of the Service Month for such Single Instance × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability

When a CVM instance with incoming and outgoing permission rules properly configured fails to communicate with an IP address, neither incoming nor outgoing, via TCP or UDP protocol, and such failure lasts for more than one (1) minute, it will be deemed that the CVM instance is unavailable within such one (1) minute.

1.5 Single Instance Service Downtime Calculated in Minutes

Single Instance Single Service Downtime Calculated in Minutes = the time Instance Unavailability is fixed – the time Instance Unavailability starts. The Single Instance Single Service Downtime is calculated in minutes. (If the operational failure is fixed within one (1) minute, i.e., the Instance Unavailability lasts for less than one (1) minute, such downtime will not be counted.) A period that is longer than one (1) minute but shorter than two (2) minutes will be counted as two (2) minutes. For example, if the Single Instance Single Service Downtime is one (1) minute and one (1) second, the Single Instance Single Service Downtime Calculated in Minutes would be two (2) minutes.

The Single Instance Service Downtime Calculated in Minutes is the total of Single Instance Single Service Downtime Calculated in Minutes of such instance in a Service Month.

1.6 Instance Unavailability Across Availability Zones in A Single Region

If the user deploys CVM instances in at least two (2) availability zones in the same region (referred to as “**Across Availability Zones in A Single Region**” herein), when all CVM instances in any availability zone in such region become unavailable and certain CVM instance(s) in other availability zone(s) in such region also becomes unavailable, such unavailability of CVM instance(s) in other availability zone(s) in such region will be deemed as Instance Unavailability Across Availability Zones in A Single Region. For example, if the user deploys CVM instances in both Availability Zone A and Availability Zone B in the same region, when certain CVM instance in Availability Zone A becomes unavailable and all CVM instances in Availability Zone B become unavailable, the unavailability of instance in Availability Zone A will be deemed as Instance Unavailability Across Availability Zones in A Single Region.

1.7 Service Downtime Across Availability Zones in A Single Region Calculated in Minutes

Single Service Downtime Across Availability Zones in A Single Region Calculated in Minutes = the time Instance Unavailability Across Availability Zones in A Single Region is fixed – the time Instance Unavailability Across Availability Zones in A Single Region starts. The Single Service Downtime Across Availability Zones in A Single Region is calculated in minutes. (If the operational failure is fixed within one (1) minute, i.e., the Instance Unavailability Across Availability Zones in A Single Region lasts for less than one (1) minute, such downtime will not be counted.) A period that is longer than one (1) minute but shorter than two (2) minutes will be counted as two (2) minutes. For example, if the Single Service Downtime Across Availability Zones in A Single Region is one (1) minute and one (1) second, the Single Service Downtime Across Availability Zones in A Single Region would be two (2) minutes.

The Service Downtime Across Availability Zones in A Single Region Calculated in Minutes is the total of Single Service Downtime Across Availability Zones in A Single Region Calculated in Minutes of such instance in a Service Month.

1.8 Service Month(s)

Service Month(s) means 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 (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 availability of the Service will be calculated separately for each Service Month.

1.9 Monthly Service Fee

Monthly Service Fee means the aggregate service fees paid by you for a Single Instance in one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Tencent Cloud guarantees two levels of Service Availability for a CVM instance, the **Single Instance Service Availability** and the **Service Availability Across Availability Zones in A Single Region**. Both the Single Instance Service Availability and the Service Availability Across Availability Zones in A Single Region are calculated on the basis of a **single instance**.

(1) Single Instance Service Availability:

Single Instance Service Availability = (Total Minutes of a Single Instance in a Service Month - Single Instance Service Downtime Calculated in Minutes) / Total Minutes of a Single Instance in a Service Month × 100%

(2) Service Availability Across Availability Zones in A Single Region:

Service Availability Across Availability Zones in A Single Region = (Total Minutes of a Single Instance in a Service Month - Service Downtime Across Availability Zones in A Single Region Calculated in Minutes of the Single Instance) / Total Minutes of a Single Instance in a Service Month × 100%

2.2 Service Availability

(1) The Single Instance Service Availability of the Service provided by Tencent Cloud will be **no less than 99.975%**.

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. Assuming that a Service Month has thirty (30) days, the total available time of a Single Instance in such month shall be 30 (days) × 24 (hours) × 60 (minutes) × 99.975% = 43189.2 minutes; that is, the Service Downtime of the instance in such month will be 43200 - 43189.2 = 10.8 minutes.

(2) The Service Availability Across Availability Zones in A Single Region of the Service provided by Tencent Cloud will be **no less than 99.995%**. 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. Assuming that a Service Month has thirty (30) days, the total available time of a Single

Instance in such month shall be $30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.995\% = 43197.84$ minutes; that is, the Service Downtime Across Availability Zones in A Single Region in such month will be $43200 - 43197.84 = 2.16$ minutes.

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 **Single Instance Service Availability** in 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.**

| Single Instance Service Availability in a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| $\geq 99\%$ and $< 99.975\%$ | 10% of the Monthly Service Fee |
| $\geq 95\%$ and $< 99\%$ | 25% of the Monthly Service Fee |
| $< 95\%$ | 100% of the Monthly Service Fee |

(3) If the **Service Availability Across Availability Zones in A Single Region** in 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.**

| Service Availability Across Availability Zones in A Single Region in a Service Month | Value of Compensation Voucher |
|--|---------------------------------|
| $\geq 99\%$ and $< 99.995\%$ | 10% of the Monthly Service Fee |
| $\geq 95\%$ and $< 99\%$ | 25% of the Monthly Service Fee |
| $< 95\%$ | 100% of the Monthly Service Fee |

(4) If a CVM instance is eligible to compensations according to standards set forth in both Articles 3.1(2) and 3.1(3), whichever is higher shall be applied.

3.2 Time Limit for Compensation Application

(1) If the Single Instance Service Availability or the Service Availability Across Availability Zones in A Single Region in 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 failure or configuration adjustment of any network or equipment that is not Tencent Cloud facility;

4.2 any hacker attack on a user's application;

4.3 any loss or leak of data, pin or password due to improper maintenance or confidentiality measures of a user;

4.4 any negligence of, or operation authorized by, a user;

4.5 any failure by a user to abide by documentation or suggestions for using Tencent Cloud products, for example, shutting down, restarting, or uninstalling cloud storage of a CVM instance via Tencent Cloud control panel, API, CLI or otherwise;

4.6 any start-up dependence on local disk and data stored herein, which data is removed due to system failure;

4.7 any CVM instance error caused by software installed by a user, any other third-party software or configuration not directly operated by Tencent Cloud;

4.8 any event of force majeure including without limitation natural disasters such as earthquake, flood and plague, social events such as war, riot and government action, technology incidents such as disconnection of

telecommunication trunk circuits, hacker attack and network congestion, technological adjustment by telecommunication authorities, and government regulation and control;

4.9 any suspension or termination of servers resulting from any violation by a user of the [Tencent Cloud Service Agreement](#), including without limitation the release of a CVM instance open for bidding when the bidding offer of a user is lower than the closing price, and the suspension of service or release of a CVM instance due to a user's delay in payment;

4.10 any temporary downtime of the Service due to normal maintenance or upgrade of CVM by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);

4.11 any Service unavailability or failure of the Service to meet the standard due to any reason not attributable to Tencent Cloud;

4.12 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 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)

CBM Service Level Agreement

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In order to use the Tencent Cloud Bare Metal Service (the “Service” or “CBM”), you shall read and comply with this Tencent Cloud Bare Metal 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 and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of CBM closed beta testing. 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 Cloud Bare Metal, CBM

CBM means elastic computing capabilities that can be scaled up in the cloud provided to you by Tencent Cloud, which saves you from resource projection and upfront investment of corresponding infrastructure required in using traditional servers. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Single Instance

Single Instance means one (1) CBM instance, i.e., the unit CBM.

1.3 Total Minutes of a Single Instance in a Service Month

Total Minutes of a Single Instance in a Service Month = the total number of days of the Service Month for such Single Instance × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability

When a CBM instance with incoming and outgoing permission rules properly configured and in the running status fails to communicate with an IP address, neither incoming nor outgoing, via TCP or UDP protocol, and such failure lasts for more than five (5) minutes, it will be deemed that the CBM instance is unavailable within such five (5) minutes.

1.5 Single Instance Service Downtime Calculated in Minutes

Single Instance Single Service Downtime Calculated in Minutes = the time Instance Unavailability is fixed - the time Instance Unavailability starts. The Single Instance Single Service Downtime is calculated in minutes. (If the operational failure is fixed within five (5) minutes, i.e., the Instance Unavailability lasts for less than five (5) minutes, such period will not be counted as Single Instance Service Downtime.) A period that is longer than five (5) minutes but shorter than six (6) minutes will be counted as six (6) minutes. For example, if the Single Instance Single Service Downtime is five (5) minutes and one (1) second, the Single Instance Single Service Downtime Calculated in Minutes would be six (6) minutes.

The Single Instance Service Downtime Calculated in Minutes is the total of Single Instance Single Service Downtime Calculated in Minutes of such instance in a Service Month.

1.6 Instance Unavailability Across Availability Zones in a Single Region

If the user deploys CBM instances in at least two (2) availability zones in the same region ("**Across Availability Zones in a Single Region**"), when **all CBM instances in any availability zone in such region become unavailable** and certain CBM instance(s) in other availability zone(s) in such region also becomes unavailable, such unavailability of CBM instance(s) in other availability zone(s) in such region will be deemed as Instance Unavailability Across Availability Zones in a Single Region. For example, if the user deploys CBM instances in both Availability Zone A and Availability Zone B in the same region, when **certain CBM instance** in Availability Zone A becomes unavailable and **all CBM instances** in Availability Zone B become unavailable, the unavailability of instance in Availability Zone A will be deemed as **Instance Unavailability Across Availability Zones in a Single Region**.

1.7 Service Downtime Across Availability Zones in a Single Region Calculated in Minutes

Single Service Downtime Across Availability Zones in a Single Region Calculated in Minutes = the time Instance Unavailability Across Availability Zones in a Single Region is fixed - the time Instance Unavailability Across Availability Zones in a Single Region starts. The Single Service Downtime Across Availability Zones in a Single Region is calculated in minutes. (If the operational failure is fixed within five (5) minutes, i.e., the Instance Unavailability Across Availability Zones in a Single Region lasts for less than five (5) minutes, such period will not be counted as Service Downtime Across Availability Zones in a Single Region.) A period that is longer than five (5) minutes but shorter than six (6) minutes will be counted as six (6) minutes. For example, if the Single Service Downtime Across Availability Zones in a Single Region is five (5) minutes and one (1) second, the Single Service Downtime Across Availability Zones in a Single Region would be six (6) minutes.

The Service Downtime Across Availability Zones in a Single Region Calculated in Minutes is the total of Single Service Downtime Across Availability Zones in a Single Region Calculated in Minutes of such instance in a Service Month.

1.8 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.

1.9 Monthly Service Fee

Monthly Service Fee means the aggregate service fees paid by you for a Single Instance in one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Tencent Cloud guarantees two levels of Service Availability for a CBM instance, **the Single Instance Service Availability and the Service Availability Across Availability Zones in a Single Region**. Both the Single Instance Service Availability and the Service Availability Across Availability Zones in a Single Region are calculated on the basis of **a Single Instance**.

(1) Single Instance Service Availability:

Single Instance Service Availability = (Total Minutes of a Single Instance in a Service Month - Single Instance Service Downtime Calculated in Minutes) / Total Minutes of a Single Instance in a Service Month × 100%

(2) Service Availability Across Availability Zones in a Single Region:

Service Availability Across Availability Zones in a Single Region = (Total Minutes of a Single Instance in a Service Month - Service Downtime Across Availability Zones in a Single Region Calculated in Minutes of the Single Instance) / Total Minutes of a Single Instance in a Service Month × 100%

2.2 Service Availability Standard

(1) **The Single Instance Service Availability of the Service provided by Tencent Cloud shall be no less than 99.9%**. 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. Assuming that a Service Month has thirty (30) days, the total available time of a Single Instance in such month shall be 30 (days) × 24 (hours) × 60 (minutes) × 99.9% = 43156.8 minutes; that is, the Service Downtime of the instance in such month will be 43200 - 43156.8 = 43.2 minutes.

(2) **The Service Availability Across Availability Zones in a Single Region of the Service provided by Tencent Cloud shall be no less than 99.95%.** 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. Assuming that a Service Month has thirty (30) days, the total available time of a Single Instance in such month shall be $30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.95\% = 43178.4 \text{ minutes}$; that is, the Service Downtime Across Availability Zones in a Single Region in such month will be $43200 - 43178.4 = 21.6 \text{ minutes}$.

3. Compensation Plan

In respect of the 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 **Single Instance** Service Availability in 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.**

| Single Instance Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
| Less than 99.9% but is or higher than 99% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 100% of the Monthly Service Fee |

(3) If the Service Availability **Across Availability Zones in a Single Region** in 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.**

| Service Availability Across Availability Zones in a Single Region in a Service Month | Value of Compensational Voucher |
|--|---------------------------------|
|--|---------------------------------|

| Service Availability Across Availability Zones in a Single Region in a Service Month | Value of Compensational Voucher |
|--|---------------------------------|
| Less than 99.95% but is or higher than 99% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 100% of the Monthly Service Fee |

(4) If a CBM instance is eligible to compensations according to standards set forth in both Sections 3.1(2) and 3.1(3), whichever is higher shall be applied.

3.2 Time Limit for Compensation Application

(1) If the Single Instance Service Availability or the Service Availability Across Availability Zones in a Single Region in a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and 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 will prevail.

(2) **You shall 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. 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 or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

4.2 Any hacker attack on a customer's application.

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

4.4 Any negligence of, or operation authorized by, a customer.

- 4.5 Any failure by a customer to abide by documentation or suggestions for using Tencent Cloud products, for example, shutting down, restarting, or uninstalling cloud storage of a CBM instance via Tencent Cloud control panel, API, CLI or otherwise.
- 4.6 Any start-up dependence on local disk and data stored herein, which data is removed due to system failure.
- 4.7 Any single point of hardware failure in a redundant configuration that does not affect the customer's business, including but not limited to a single NIC failure in multi-NIC bonding, a single disk failure in a disk group with storage redundancy configuration, etc.
- 4.8 Any CBM instance error caused by software installed by a customer, any other third-party software or configuration not directly operated by Tencent Cloud.
- 4.9 Any hardware failure of out-of-service physical servers that the customer has chosen not to upgrade.
- 4.10 Any event of force majeure including without limitation natural disasters such as earthquake, flood and plague, social events such as war, riot and government action, technology incidents such as disconnection of telecommunication trunk circuits, hacker attack and network congestion, technological adjustment by telecommunication authorities, and government regulation and control.
- 4.11 Any suspension or termination of servers resulting from any violation by a customer of the Tencent Cloud Service Agreement, including without limitation the release of a CBM instance open for bidding when the bidding offer of a customer is lower than the closing price, and the suspension of service or release of a CBM instance due to a customer's delay in payment.
- 4.12 Any temporary downtime of the Service due to normal maintenance or upgrade of CBM by Tencent Cloud as described in the Tencent Cloud Service Agreement.
- 4.13 Any Service unavailability or failure of the Service to meet the standard due to any reasons 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 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)

Container and Middleware

Container

TKE Service Level Agreement

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Note : This Tencent Kubernetes Engine Service Level Agreement will take effect from July 4, 2019.

To use the Tencent Kubernetes Engine (“TKE”) service (the “Service”), you should read and observe this Tencent Kubernetes Engine 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 and success rate, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of TKE closed beta testing. 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 Tencent Kubernetes Engine

Tencent Kubernetes Engine (“TKE”) is the Kubernetes cluster management services provided by Tencent Cloud to you (“Client”) via Tencent Cloud platform, including without limitation cluster management, node management and image storage management. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You may create and manage Kubernetes cluster by using the Service and deploy your container business in the cluster.

1.2 Service Month(s)

Service Month(s) is 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 (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 availability of the Service will be calculated independently for each Service Month.

1.3 Service Downtime Calculated in Minutes within a Service Month

When all the attempted operation made by you within one minute via cluster management API or console website fail, such one minute shall count towards the Service downtime of the Service Month. When the attempted operations made by you within one minute via cluster management API or website console succeed in full or in part, such one minute shall not count towards the Service downtime of the Service Month, and the Service within such one minutes shall be deemed available. The sum of the unavailable minutes during a Service Month shall be the Service downtime calculated in minutes for such Service Month.

1.4 Total Time of a Service Period Calculated in Minutes

Total Time of a Service Period Calculated in Minutes = The number of days of the Service Month × 24 (hours) × 60 (minutes).

1.5 Directly Related Tencent Cloud Products

When using container function of the Service, Tencent Cloud products such as CVM, CLB, CBS, CFS and CLS may be involved. The Directly Related Tencent Cloud Products means that if business abnormality is caused by TKE components, only costs for directly affected products, rather than indirectly affected products, shall be compensated, including without limitation the following:

1. If load balance creation is abnormal due to abnormal TKE load balance components, only relevant load balance costs will be compensated. The backend cloud server costs shall be excluded.
2. If block storage is abnormal due to abnormal TKE block storage components, only relevant block storage costs will be compensated. The backend cloud server costs shall be excluded.
3. If cluster node is abnormal due to abnormal TKE node management components, only relevant abnormal node costs will be compensated. The CLB, CBS and other costs shall be excluded.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Service Downtime Calculated in Minutes within a Service Month} / \text{Total Time of a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. 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.

TKE service provide Standards of Service Availability for following product features:

1. Cluster Management: adding, deleting, modifying and checking clusters, opening or closing API server of cluster access of public network and private network.
2. Node Management: adding, deleting, modifying and checking nodes (for product anomaly due to Tencent Cloud Virtual Machine, please refer to Tencent Cloud Virtual Machine Service Level Agreement).
3. Network Storage Plugin Management: including Kubernetes components expanded from TKE, such as Elastic Network Interface, VPC, CLB, CBS (For product anomaly due to Tencent Cloud Elastic Network Interface, VPC, CLB, CBS, please refer to the service level agreement for the corresponding product).
4. Image Storage Management: adding, deleting, modifying and checking image storage.

3. Compensation Plan

3.1 Scope of Compensation

Tencent Cloud TKE provides compensation for affected product features including without limitation the following:

1. Cloud Virtual Machine anomaly due to TKE node management components.
2. Anomaly in creating or using load balance due to TKE load balance components.
3. Anomaly in creating or using block storage due to TKE block storage components.
4. Anomaly in creating or using document storage due to TKE document storage components.
5. Anomaly in creation or use due to TKE network management components (Global Router, VPC-CNI).

Note: The following features are beyond the scope of compensation for Standards of Service Availability of TKE.

1. Effect caused open source software Kubernetes, Docker and operating system kernel and other open source portions.
2. Effect caused by relevant Tencent Cloud products per se, e.g., failure for TKE to create CLB due to CLB interface anomaly, anomaly for TKE to create resources because the quota has been reached or the resources are sold out.
3. Kubernetes plugins made available to the community as open source software's by TKE.

3.2 Standards of 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:

1. For TKE service, Tencent Cloud only compensates for issues caused by Directly Related Tencent Cloud Products, e.g., only relevant costs of load balance will be compensated for anomaly in creating load balance components due to the TKE load balance components.
2. 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.
3. 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 herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|--|
| ≥ 99.0% and < 99.95% | 10% of the monthly service fee for Directly Related Tencent Cloud Products |
| ≥ 98.0% and < 99.0% | 20% of the monthly service fee for Directly Related Tencent Cloud Products |
| < 98.0% | 50% of the monthly service fee for Directly Related Tencent Cloud Products |

3.3 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:

1. Any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
2. Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
3. Any attack on your application interface or data, or any other misconduct;
4. Any loss or leak of data, pin or password due to your improper maintenance or improper confidentiality measures;
5. Any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
6. Any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
7. Any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud.
8. 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.

Before using the TKE service, you should read carefully the relevant service description, technical specification and operation guide, etc. in official documentation of Tencent Cloud, and fully understand the relevant content and potential consequences. You understand and agree that, your use of TKE service is based on your sole independent and prudent judgement, and you shall be responsible for your own judgement or actions, including without limitation:

1. You should decide on your own the compatibility between the Service and the operation system, database and other software and hardware you choose;
2. TKE service does not guarantee the availability of operating system and kernel defects caused by the community;
3. You shall be responsible for your own operations (e.g., health check configuration, resource limitation configuration, container image configuration, code writing and business logic setting);
4. If you use other paid Tencent Cloud products while using TKE service, you shall pay for such products in accordance with the corresponding pricing arrangement and observe corresponding service terms;

5. TKE service only includes relevant technical structure and components for container service, including without limitation TKE API Server, ETCD, CLB, CBS and other Kubernetes Controller components of Tencent Cloud IAAS. TKE service is only responsible for the availability of its own components. For other Tencent Cloud products such as CVM, CLB and CBS, please refer to relevant service level agreements. You shall be solely responsible for your upstream application (business). In addition, it may cause adverse effect such as downtime if you upgrade operation system on your own. Please consider the risk and operate with caution.

5. Miscellaneous

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.
2. Tencent Cloud has the right to amend the terms of this Agreement and notify you as appropriate or necessary in light of changes in due course. 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.
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)

TCR Service Level Agreement

Waktu update terbaru : 2020-12-14 17:31:11

Tencent Container Registry Enterprise Edition Service Level Agreement

This Tencent Container Registry Enterprise Edition Service Level Agreement shall be effective on December 7, 2020.

In order to use the Tencent Container Registry Enterprise Edition (the “Service”), you shall read and comply with this Tencent Container Registry Enterprise Edition 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 Tencent Container Registry (TCR)

Refers to the cloud hosting and distribution service for container images and other cloud-native products provided to you (or the “**Client**”) by Tencent Cloud through the Tencent Cloud Platform, which includes a free Personal Edition and a paid Enterprise Edition.

1.2 Tencent Container Registry Enterprise Edition (TCR EE)

Refers to the enterprise-level cloud hosting and distribution service for container images and other cloud-native products provided to you (or the “**Client**”) by Tencent Cloud through the Tencent Cloud Platform, which supports the storage and distribution of Docker images and Helm Chart and security scan of images, and provides enterprise clients with granular access management and network access control. The service offers a paid tier; the user can purchase dedicated Registry Instances from the product console and enjoy the guarantees of this SLA. In this documentation, the Tencent Container Registry or TCR shall by default mean the Enterprise Edition thereof.

1.3 Single Instance

A Container Registry Instance with the unit count of 1.

1.4 Total Minutes of a Single Instance in a Service Month

Calculated by the formula: The total number of days in a Service Month for a Single Instance × 24 (hours) × 60 (minutes).

1.5 Instance Unavailable Minutes

A TCR EE Instance is deemed as unavailable in a minute if, within such minute, the client side attempts to access the given TCR EE Instance but is continuously returned with internal errors or fails to upload or pull images. The Instance Unavailable Minutes are the total number of minutes in which a TCR EE Instance is unavailable in a Service Period.

1.6 Service Month(s)

Service Month(s) means 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, with 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.

1.7 The Most Relevant Cloud Product

The use of the Tencent Container Registry feature through this Service involves the use of Tencent Cloud's Cloud Object Storage (COS) product. The Most Relevant Cloud Product refers to the policy that if the malfunction of operation is attributable to a TCR component, the compensation shall be limited to the fees of the directly impacted product and exclude the fees of indirectly impacted products. The applicable circumstances include but not limited to: (1) If the COS interface as the backend of TCR malfunctions, the compensation shall be limited to the fees of the object storage service and exclude the fees of the TCR.

2. Service Availability

2.1 Calculation of Service Availability

The Service Availability shall be calculated on the basis of a Single Instance and with the following formula: Service Availability = (Total number of minutes in a Service Period - Unavailable Minutes of the Service) / Total number of minutes in a Service Period × 100%.

2.2 Service Availability 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 (Tencent Container Registry Enterprise Edition), if the Service Availability is less than **99.9%**, you are 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 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 non-cash fee deducted by a voucher, a promotional coupon, or otherwise).

| Service Availability in a Service Month (Av) | Value of Compensational Voucher |
|--|---------------------------------|
| $99.9\% > Av \geq 90\%$ | 10% of the Monthly Service Fee |
| $90\% > Av$ | 25% 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 abovementioned 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the standards of the Service Availability or the service response period, you may apply for compensation within the period of time as stipulated under this Agreement. For the convenience of

verifying the circumstance, you shall at least provide the following information together with your compensation application:

- (1) The date, start time, end time of the failure and a simple description of the failure.
- (2) The screenshot or screencast of the failure or the system log.
- (3) Other relevant information such as the account, device information (such as the models of the device hardware, the operation system, and the browser), the software configurations, and debugging information.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding duration of Service unavailability shall not be considered when calculating the Service unavailability period, shall not be eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

- 4.1 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.2 any hacker attack on a user's application;
- 4.3 any loss or leak of data, pin or password due to improper maintenance or confidentiality measures of a user;
- 4.4 any negligence of, or operation authorized by, a user;
- 4.5 any failure by a user to abide by the documentation or suggestions for using Tencent Cloud products; for example, any unavailability resulting from the user's operation to delete a TCR instance via the console, the API, CLI or other methods of control or the deletion or destroy of data of the COS Bucket backend storage with which a TCR instance is associated.
- 4.6 any event of force majeure including but not limited to natural disasters such as earthquake, flood and pandemic, social events such as war, riot and government action, technology incidents such as disconnection of telecommunication trunk circuits, hacker attack and network congestion, technological adjustment by telecommunication authorities, and government regulation and control;
- 4.7 any suspension or termination of service resulting from any violation by a user of the [Tencent Cloud Service Agreement](#), including but not limited to the suspension of service or release of a TCR instance due to a user's delay in payment;
- 4.8 any temporary downtime of the Service due to normal maintenance or upgrade of TCR by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);
- 4.9 any Service unavailability or failure of the Service to meet the standard 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 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)

Middleware

TDMQ Service Level Agreement

Waktu update terbaru : 2023-04-11 14:49:59

In order to use the Message Queue TDMQ service (the "Service"), you should read and observe this Message Queue TDMQ 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 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.

1. Terms and Definitions

1.1 Message Queue TDMQ: Message Queue TDMQ (Tencent Distributed Message Queue, TDMQ), based on the Apache Pulsar project, is a Tencent Cloud–developed highly reliable distributed cloud message queue. Due to the separated structure of computing and storage, Message Queue TDMQ has good flexibility and malfunction recovery ability, and its open protocol interface supports compatibility with many popular message queues except Pulsar in a plug-in manner.

1.2 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.3 Total Time within a Service Month in Minutes: equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Service Downtime in Minutes: Service Downtime Calculated in Minutes = the time when the Service Unavailability is fixed - the time when the Service Unavailability starts. Service downtime means the time commencing from the malfunction until the recovery of Service, including any unscheduled maintenance time. Service Unavailability

that lasts for more than five (5) minute will be counted in the Service downtime. However, when the Service Unavailability is fixed within five (5) minute, which means that the actual downtime of the Service is less than five (5) minute, such downtime will not be counted in the Service downtime defined herein.

1.5 Monthly Service Fee: means the aggregate service fees paid by you for a Message Queue TDMQ service under certain Tencent Cloud account within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Time within a Service Month in Minutes - Service Downtime within a Service Month in Minutes) / Total Time within a Service Month in Minutes × 100%

2.2 Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 (Service Compensation) 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.

If a Service Month has thirty (30) days, the total available time of Service in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43178.4 minutes; that is, the Service downtime in such month will be 43200 -- 43178.4 = 21.6 minutes.

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 portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99.95% > Av ≥ 99% | 10% of the Monthly Service Fee |
| 99% > Av ≥ 95% | 25% of the Monthly Service Fee |
| 95% > Av | 100% 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 failure of the Service to meet the availability standard due to reaching or exceeding the limit of the scale of the single business instance purchased by you.

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

4.3 any defects of data flow or management flow resulting from open source community.

4.4 any attack on your application endpoint or data, or any other mal-operation.

4.5 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.

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

4.7 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.8 any message delivery delay caused by you, including but not limited to message accumulation due to your low consumption process;

4.9 any message timing error caused by you, including but not limited to server clock inconsistency, time zone inconsistency.

4.10 any 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 terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 You understand that Tencent Cloud cannot warrant that the Service is error free; however Tencent Cloud will endeavor to continuously improve the quality and level of its services. As such, you hereby agree that Tencent will not be deemed to have breached this Agreement in case of any error of the Service, as long as such error is unavoidable in the context of the then existing technologies in the industry. You agree to cooperate with Tencent to resolve aforementioned error.

5.2 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.

5.3 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.

5.4 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)

TCMQ Service Level Agreement

Waktu update terbaru : 2023-04-24 14:53:45

In order to use the Message Queue TDMQ service (the "Service"), you should read and observe this Message Queue TDMQ 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 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.

1. Terms and Definitions

1.1 Message Queue TDMQ: Message Queue TDMQ (Tencent Distributed Message Queue, TDMQ), based on the Apache Pulsar project, is a Tencent Cloud–developed highly reliable distributed cloud message queue. Due to the separated structure of computing and storage, Message Queue TDMQ has good flexibility and malfunction recovery ability, and its open protocol interface supports compatibility with many popular message queues except Pulsar in a plug-in manner.

1.2 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.3 Total Time within a Service Month in Minutes: equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Service Downtime in Minutes: Service Downtime Calculated in Minutes = the time when the Service Unavailability is fixed - the time when the Service Unavailability starts. Service downtime means the time commencing from the malfunction until the recovery of Service, including any unscheduled maintenance time. Service Unavailability that lasts for more than five (5) minute will be counted in the Service downtime. However, when the Service

Unavailability is fixed within five (5) minute, which means that the actual downtime of the Service is less than five (5) minute, such downtime will not be counted in the Service downtime defined herein.

1.5 Monthly Service Fee: means the aggregate service fees paid by you for a Message Queue TDMQ service under certain Tencent Cloud account within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Time within a Service Month in Minutes - Service Downtime within a Service Month in Minutes) / Total Time within a Service Month in Minutes × 100%

2.2 Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 (Service Compensation) 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.

If a Service Month has thirty (30) days, the total available time of Service in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43178.4 minutes; that is, the Service downtime in such month will be 43200 -- 43178.4 = 21.6 minutes.

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 portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99.95% > Av ≥ 99% | 10% of the Monthly Service Fee |
| 99% > Av ≥ 95% | 25% of the Monthly Service Fee |
| 95% > Av | 100% 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 failure of the Service to meet the availability standard due to reaching or exceeding the limit of the scale of the single business instance purchased by you.
- 4.2 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test.
- 4.3 any defects of data flow or management flow resulting from open source community.
- 4.4 any attack on your application endpoint or data, or any other mal-operation.
- 4.5 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.

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

4.7 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.8 any message delivery delay caused by you, including but not limited to message accumulation due to your low consumption process;

4.9 any message timing error caused by you, including but not limited to server clock inconsistency, time zone inconsistency.

4.10 any 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 terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 You understand that Tencent Cloud cannot warrant that the Service is error free; however Tencent Cloud will endeavor to continuously improve the quality and level of its services. As such, you hereby agree that Tencent will not be deemed to have breached this Agreement in case of any error of the Service, as long as such error is unavoidable in the context of the then existing technologies in the industry. You agree to cooperate with Tencent to resolve aforementioned error.

5.2 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.

5.3 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.

5.4 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)

CMQ Service Level Agreement

Waktu update terbaru : 2019-07-12 11:34:10

1. Tencent Cloud Service

Tencent Cloud: means cloud system services consisting of cloud virtual machine, cloud bandwidth, cloud storage space, cloud database, cloud security, cloud monitoring, cloud automated testing, and other different elements to meet different needs of various products including websites and applications. Please refer to the relevant information published by Tencent Cloud for detailed categories of services.

2. Service Guarantee Metrics

Tencent Cloud sets service level metrics for cloud service purchased by you and guarantees data management and business quality to the extent possible. However, Tencent Cloud has the right to adjust certain metrics in due course. Unless otherwise specifically stipulated herein, for the purpose of this agreement, a "month" equals to thirty (30) calendar days, coinciding with a calendar month.

2.1 Cloud Message Queue ("CMQ") Service (the "Service")

2.1.1. Durability of Stored Data

The durability of CMQ you request for each month is 99.999999%.

2.1.2. Data Deletion

Upon your request or prior to disposal or resale of a device, Tencent Cloud will perform low level formatting of disks to completely and irrecoverably delete all your data which cannot be recovered, and the disks will be demagnetized when they are discarded.

2.1.3. Data Confidentiality

CMQ will leverage on the Key Management Service (KMS) to have the body of the messages encrypted to avoid uploading messages in plaintext.

2.1.4. Right to Know

Six data centers are currently deployed for the Service, namely, Shanghai Data Center, Hong Kong Data Center, Guangzhou Data Center, Beijing Data Center, Singapore Data Center, and North America Data Center.

In order to assist a user in selecting the data center with best network conditions for the data storage purpose, the user should specify the region (Shanghai, Hong Kong, Guangzhou, Beijing, Singapore, and North America) when

purchasing cloud virtual machine.

The local laws and relevant laws of the People's Republic of China that a data center known to the user shall comply with.

None of user data will be provided to a third party, unless required by a government regulatory authority for regulatory or audit purposes.

In order to ensure the security of user data, Tencent Cloud will concurrently store three replica sets of the data and will make data cold back-up on a regular basis.

2.1.5. Data Audit

Tencent Cloud may, in accordance with the existing laws and regulations, and provided that the relevant procedural and formality requirements are fully compliant, disclose certain information of cloud virtual machines, including without limitation operation log of key components, operation records of operation and maintenance personnel and operation records of users, for the purposes of cooperating with supervision and administration, evidence collection and investigations of governmental or regulatory authorities or otherwise.

2.1.6. Service Availability

Tencent Cloud guarantees that the availability of the Service will be no lower than 99.95%, which means that the available time of the Service in a month for a user would be no less than 43,178.4 minutes (= 30 (days) × 24 (hours) × 60 (minutes) × 99.95%), and the Service may be unavailable for 21.6 minutes (= 43,200 minutes -- 43,178.4 minutes) in a month. The Service unavailability will be calculated on a single instance basis.

If it takes less than 5 minutes for the malfunction of the Service to recover, such period will not be counted into Service downtime. Service downtime refers to the time period starting from the occurrence of the malfunction and ending upon the recovery of the Service, including the time period for maintenance; provided, however, that only such time period lasting over 5 minutes will be counted into the Service downtime.

2.1.7. Malfunction Recovery Capacity

CMQ has failover capacity, which means that automatic failover to an alternate master server will be triggered, without any action of a user, when any malfunction of a physical server occurs, thus ensuring the continuity of the Service provided to users. In addition, Tencent Cloud's professional teams provide maintenance assistance on a 24/7 basis.

3. Accuracy of Pay-Per-Use

The purchase page and order page will expressly specify the fees for Tencent Cloud services. A user may select specific service category and purchase such service in accordance with the fee so specified. Please refer to the information published on Tencent Cloud official website for fee details. Tencent Cloud will charge service fees based on the category of service purchased by the user and the service period thereof.

4. Compensation

4.1 Scope

If a user is not able to use the cloud virtual machine in a regular way or is completely unable to access such virtual machine or the website (developer service website) is unable to access due to any malfunction attributable to Tencent Cloud, the user may require Tencent Cloud to compensate for such incident/malfunction.

4.2 Compensation Standards

Duration of malfunction = the time when the malfunction is fixed-- the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 1 minute and 1 second, it will be calculated as 2 minutes.

One hundred times compensation for CMQ malfunction:

Post-pay: the compensation will be made in the form of cash voucher, the amount of cash voucher = daily fee of the failed CMQ / 24 / 60 × duration of malfunction (calculated in minutes) × 100. However, the amount of such cash voucher shall not exceed the total CMQ service fees.

CKafka Service Level Agreement (Old Version)

Waktu update terbaru : 2019-08-22 09:30:43

1. Tencent Cloud CKafka Message Service

CKafka (Cloud Kafka) is a distributed, high-throughput, and highly scalable messaging system, which is compatible with the open-source Kafka API (version 0.9 and 0.10). Based on the publishing/subscription model, Ckafka decouples messages and enables producers and consumers to interact asynchronously without having to wait for each other. Ckafka has many advantages such as data compression and supporting offline and real-time data processing at the same time. It is suitable for log compression collection, monitoring data aggregation and other scenarios.

2. Service Guarantee Indicators

Tencent Cloud will stipulate the customized service level indicators for the cloud service you bought, and will commit itself to providing you with the maximum guarantee in terms of data management and business quality. Meanwhile, Tencent Cloud will reserve the right to make a proper adjustment in any indicators according to changes. Unless otherwise specified, the "month" referred to herein has a length of 30 calendar days, and shall be calculated on the basis of a calendar month.

2.1 CKafka Message Service

2.1.1 Data Storage Persistence

The CKafka you apply for every month has a data storage persistence of '99.999999%'.

2.1.2 Destroyable Data

When you request to delete any data or before you discard or resell any device, Tencent Cloud will perform a complete, permanent deletion on all your data through low-level disk formatting, and degauss the hard disks that are due for scrap.

2.1.3 Right to Know

For now, users' CKafka service is deployed in six data centers, which are Shanghai Data Center, Guangzhou Data Center, Beijing Data Center, Chengdu Data Center, Shanghai Financial Data Center, and Shenzhen Financial Data

Center.

Tencent Cloud helps users choose a data center with the best network condition to store their data. Users can select the region where they belong (Guangzhou, Shanghai, Beijing, Chengdu) when making a CVM purchase.

Those data centers available to users shall comply with local laws and regulations and applicable laws and regulations of the PRC.

Tencent Cloud will not disclose any of users' data to any third party, unless such disclosure is required by regulatory authorities for supervision and auditing purposes.

2.1.4 Data Auditing

In accordance with the applicable laws and regulations and on condition of compliance with relevant process and availability of all necessary documents, Tencent Cloud may provide information regarding CVMs, including operation log of key components, operation records of OPS personnel and operation records of users, if required by regulatory authorities or if it is necessary to do so for other reasons such as collection of evidences during investigation into security incidents.

2.1.5 Service Availability

A service availability of '99.95%' is guaranteed for the CKafka Message Service, which means that the CKafka Message Service should be available for users for at least '30 x 24 x 60 x 99.95% = 43178.4 minutes' each month, and be unavailable for users for '43200-43178.4=21.6 minutes' at most each month. Service unavailable time is calculated by the user's single instance.

If the service recovers from failure within **5 minutes**, it will not be counted into service downtime. Unavailability duration refers to the period from the moment the failure occurs to the recovery of service, including maintenance duration. If the service recovers from failure for over 5 minutes, it will be counted into the unavailability duration.

2.1.6 Failure Recovery Capability

Tencent CKafka is designed with the failure recovery capability. When the physical server fails, the service will be automatically migrated to a new parent host without requiring any user intervention, so as to ensure continued service for customers. Meanwhile, Tencent Cloud's professional team provides maintenance support on a **24/7** basis.

3. Service Billing Accuracy

The billing details for Tencent Cloud services are displayed on the customer's purchase and order pages. You can choose the services you need from a variety of service categories and make a purchase at the listed prices. Please refer to the information published on Tencent Cloud website for the actual prices, and the fee will be charged based on the service specifications and the length of usage.

4. Compensation

4.1 Scope

Compensation is applicable to circumstances where a user claims for compensation for incidents/failures caused by Tencent Cloud, such as the user's inability to use services properly or access them and the inability to access any particular website (service site for developers).

4.2 Compensation Standards

Downtime duration = time when the failure is resolved - start time of failure. Downtime duration is calculated in minutes, and the duration less than 1 minute will be counted as 1 minute .

For example, if the downtime duration is 1 minute and 1 second , the duration will be counted as 2 minutes .

Hundred-fold compensation for CKafka Message Service failures:

Postpaid: a cash coupon in an amount equal to the daily fee of the failed instance $\div 24 \div 60 \times$ downtime duration (in minutes) $\times 100$ will be offered. The upper limit of the cash coupon shall not exceed the total fee of the CKafka service.

CKafka Service Level Agreement (New Version)

Waktu update terbaru : 2019-08-22 09:32:12

The Cloud KAFKA Service Level Agreement (New Version) will be available on the official website of Tencent Cloud for the public to comment for thirty (30) days, and will take effect as of August 23, 2019 (Please note that the Cloud Kafka Service Level Agreement (Old Version) is also available on the official website of Tencent Cloud until August 23, 2019). Any service availability issue in relation to the CKafka service on or before August 23, 2019 is governed by the Cloud KAFKA Service Level Agreement (Old Version), while the service availability issue as from August 24, 2019 shall be subject to the Cloud KAFKA Service Level Agreement (New Version).

In order to use the Tencent Cloud Kafka ("CKafka") service (the "Service"), you should read and observe this Cloud Kafka 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 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 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.

1. Terms and Definitions

1.1 Cloud Kafka (CKafka): means a distributed, high-throughput, highly scalable messaging system that is compatible with open-source Apache Kafka API (version 0.9 and version 0.10). Based on the publish/subscribe model, CKafka enables async interaction between the message producer and consumer by decoupling the messages and thereby eliminating wait time. CKafka supports data compression and offline and real-time data processing, making it ideal for collection of compressed logs and aggregation of monitoring data.

1.2 **Single Instance:** means one (1) CKafka instance. The Service Availability will be calculated on a Single Instance basis.

1.3 **Total Time of a Single Instance within a Service Month:** equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 **Instance Unavailability:** When a CKafka instance with incoming and outgoing permission rules properly configured fails to communicate with an IP address, neither incoming nor outgoing, and such failure lasts for more than five (5) minutes, it will be deemed that the CKafka instance is unavailable within such five (5) minutes.

1.5 **Single Instance Service Downtime Calculated in Minutes:** Single Instance Service Downtime Calculated in Minutes = the time when the Instance Unavailability is fixed -- the time when the Instance Unavailability starts. Service downtime means the time period starting from the malfunction to the recovery to normal use, including the time period for maintenance. It will not be counted in the Service downtime unless and until the malfunction of the Service lasts for at least five (5) minutes; when the Instance Unavailability is fixed within five (5) minutes, which means that the actual downtime of the Service is less than five (5) minutes, such downtime will not be counted in the Service downtime defined herein.

1.6 **Service Month(s):** means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.7 **Monthly Service Fee:** means the aggregate service fees paid by you in cash for a Single CKafka Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (total time of a Single Instance within a Service Month calculated in minutes - Single Instance Service Downtime Calculated in Minutes) / total time of a Single Instance within a Service Month calculated in minutes × 100%

2.2 Service Availability Standard**

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 (*Service Compensation*) 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.

Assuming that the Total Time of a Single Instance within a Service Month is $30 \times 24 \times 60 \times 99.95\% = 43178.4$ minutes, the Service downtime of the instance in such month will be $43200 - 43178.4 = 21.6$ minutes.

Note:

The standard above applies only to the availability of the components of the Service per se; for the service availability of the other relevant Tencent Cloud services, such as COS, EMR and Oceanus, please refer to their respective service level agreement.

None of the additional functionality provided by the Service, including without limitation storing messages via COS, is covered by Service Availability guarantee herein.

The data in the Service is delivered asynchronously, which means, *among others*, that the Service cannot guarantee 100% storage of the data under the circumstance of multiple server malfunction, and therefore, in order to ensure the security of the data, you should make replicas of your instances and be responsible for backing up your data.

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 portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|--------------------------------|
| $99.95\% > Av \geq 99\%$ | 10% of the Monthly Service Fee |
| $99\% > Av \geq 95\%$ | 25% of the Monthly Service Fee |

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 95% > Av | 100% 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 failure of the Service to meet the availability standard due to reaching or exceeding the limit of the scale of the single business instance purchased by you.

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

4.3 any 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 terms of service, rules or guidelines published by Tencent Cloud separately.

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

4.5 any defects of data flow or management flow resulting from open source community.

4.6 any attack on your application endpoint or data, or any other mal-operation.

4.7 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.

5. Miscellaneous

5.1 You understand that Tencent Cloud cannot warrant that the Service is error free; however Tencent Cloud will endeavor to continuously improve the quality and level of its services. As such, you hereby agree that Tencent will not be deemed to have breached this Agreement in case of any error of the Service, as long as such error is unavoidable in the context of the then existing technologies in the industry. You agree to cooperate with Tencent to resolve aforementioned error.

5.2 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.

5.3 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.

5.4 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)

RabbitMQ Service Level Agreement

Waktu update terbaru : 2023-04-24 14:56:14

In order to use the Tencent Cloud Distributed Message Queue Service for RabbitMQ (the “Service” or “TDMQ for RabbitMQ”), you shall read and comply with this Tencent Cloud Distributed Message Queue for RabbitMQ 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 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 TDMQ for RabbitMQ

TDMQ for RabbitMQ refers to a distributed, highly available message queue service that provides a reliable, message-based asynchronous communication mechanism that allows messages to be transmitted between different applications (or different components of the same application) in a distributed deployment, to be stored in a reliable and efficient queue to prevent message loss. TDMQ for RabbitMQ supports simultaneous reading and writing of multiple processes, achieve non-interference between sending and receiving, and doesn’t need each application or component to be running at all times.

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 (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 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of service days in Service Month(s) for a certain Tencent Cloud account × 24 (hours) × 60 (minutes).

1.4 Service Unavailability

In a given minute, if the requests by the customer to call the API specified by the Service for message production/publishing, message consumption, and message acknowledgement all fail, the Service is deemed as unavailable (the “**Service Unavailability**”) in such minute.

1.5 Service Downtime Calculated in Minutes

Service Downtime Calculated in Minutes = the time the Service Unavailability is fixed – the time the Service Unavailability starts. Service Downtime refers to the time from the start of a service failure to the time the services are back to normal.

If the duration of a service failure exceeds 5 minutes, such duration would be counted as Service Downtime Calculated in Minutes. If the duration of a service failure is less than 5 minutes (i.e., the duration of the instance unavailability does not exceed 5 minutes), such duration wouldn't be counted as Service Downtime Calculated in Minutes.

1.6 Service Downtime Calculated in Minutes within Service Month(s)

Refers to the sum of Service Downtime Calculated in Minutes generated by the client in a Service Month for a certain Tencent Cloud account.

1.7 Monthly Service Fee

The Monthly Service Fee refers to the accumulated cash service fee you pay for the Service of a certain Tencent Cloud account within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted with vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

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

2.2 Service Availability Standard

The Service Availability for the Service **shall be no less than 99.95%** (“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 Article 3 of this Agreement (Compensation Plan).

Assuming that the Total Number of Minutes within a Service Month is 43,200 minutes ($=30 \times 24 \times 60$), the Service Downtime Calculated in Minutes within such Service Month will be less than 21.6 minutes ($=43,200 - 43,200 \times 99.95\%$).

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 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 Availability Standard is not met for any Service Month, **the amount of compensation will be calculated for each 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 Availability fails to meet the Service Availability Standard** (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

| Service Availability in a Service Month | Value of Compensational Voucher |
|--|---------------------------------|
| Less than 99.95% but is or higher than 99% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 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 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 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. Disclaimer of Liabilities

If the Service is unavailable or fails to meet the Service Availability Standard due to any of the following reasons, Tencent Cloud will not be held liable to you:

4.1 Any Service Unavailability due to reaching or exceeding the limits of the purchased single service instance size.

4.2 Any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.

4.3 Any Service Unavailability due to flaws at the data flow or management flow level caused by the open-source community.

4.4 Any attack on your application interface or data or other misconducts where Tencent Cloud has taken reasonable technical and organizational measures.

4.5 Any Service Unavailability due to your failure to follow the Tencent Cloud product documentation or usage recommendations.

4.6 Any Service Unavailability due to any reason not attributable to Tencent Cloud.

4.7 Any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.8 Any message delivery delay caused by you, including but not limited to message accumulation due to your slow message processing.

4.9 Any timed message errors caused by you, including but not limited to errors caused by inconsistent server clocks and inconsistent time zones.

4.10 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 relevant term of services, 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)

Serverless

SCF Service Level Agreement

Waktu update terbaru : 2019-08-21 17:33:40

In order to use the Tencent Cloud Serverless Cloud Function ("SCF") service (the "Service"), you should read and observe this Serverless Cloud Function 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 Serverless Cloud Function (SCF): means the online hosting and operation service for serverless cloud function provided by Tencent Cloud.

1.2 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.3 Service Downtime: If the Error Rate of the Service is higher than 5% within one unit time (each five (5) minutes as one calculation time unit), it shall be deemed that the Service is unavailable within such unit time. Service Downtime will be calculated based on the Error Rate on the server end.

1.4 Error Rate: means the percentage of the number of failed requests returned of the Service out of the total number of valid requests within unit time.

1.5 Failed Request: means internal errors of the Service, including return value "-1" for "InvokeResult" in the running of a cloud function, and HTTP request status code "5xx".

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = 1 -- (Service Downtime / total time within a Service Month) × 100%

2.2 Standard of Service Availability

The Service Availability for the Service provided by Tencent Cloud will be no less than 99.95%. 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 portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99.95% > Av ≥ 99% | 10% of the monthly service fee |
| 99% > Av ≥ 95% | 25% of the monthly service fee |
| 95% > Av | 100% 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) description of the Service unavailability incident and when it occurred.
- (2) the specific cloud function affected.
- (3) the record of Service interruption in the request log.

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 system maintenance with prior notice by Tencent Cloud to you.
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.3 any attack on your application endpoint or data, or any other mal-operation.
- 4.4 any loss or leak of any data, passcode, password due to your improper maintenance or improper confidentiality measures.
- 4.5 any mal-operation due to your negligence, or any operation authorized by you.
- 4.6 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.
- 4.7 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.
- 4.8 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 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)

Microservice API Gateway Service Level Agreement

Waktu update terbaru : 2023-04-24 15:02:31

In order to use the Tencent Cloud API Gateway service (the “Service”), you should read and observe this Tencent Cloud API Gateway 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 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.

Unless otherwise agreed, this Agreement does not apply to features of the Service for closed beta testing. Tencent Cloud does not make any warranties as to the availability and quality of such features.

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.

1. Terms and Definitions

1.1 API Gateway Service

API Gateway Service refers to API Gateway service provided by Tencent Cloud which covers the full lifecycle API management, including creation, maintenance, release, operation, and deactivation, etc. For details, please refer to the information of the Service publicly released by Tencent Cloud.

1.2 Service Month(s)

Service Months refer 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 (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 availability of the Service will be calculated independently for each Service Month.**

1.3 Valid Request

Valid Requests refer to all requests received by API Gateway.

1.4 Failed Request

A Failed Request refers to an API calling failure due to malfunction of the Service per se. Any API calling failure caused by any other reasons, including but not limited to network malfunction, user-end service malfunction or user configuration error, does not constitute a Failed Request.

1.5 Service Downtime within a Service Month Calculated in Minutes

If all your requests to access API Gateway Service within a territory within one (1) uninterrupted minute are Failed Requests, such one (1) minute shall be counted into Service Downtime, while any duration of such failure for less than one (1) interrupted minute will not be counted into Service Downtime. Service Downtime within a Service Month Calculated in Minutes means the accumulated Service Downtime calculated in minutes within a Service Month.

1.6 Total Time within a Service Month Calculated in Minutes

Total Time within a Service Month Calculated in Minutes = the number of days within a Service Month × 24 (hours) × 60 (minutes)

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $(1 - \text{Service Downtime within a Service Month Calculated in Minutes} / \text{Total Time within a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standard of Service Availability

The Service Availability of the Service will be no less than 99.90%. You are entitled to the compensation as set forth in Section 3 (Service Compensation) 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.

The log feature made available by the Service is for the log of the components of the gateway per se in order to facilitate your troubleshooting. Such log feature is provided beyond the scope of the business data of this Service. Tencent Cloud does not make any warranties as to the availability, quality and storage security with respect to such log feature, neither does this Agreement apply to such log feature.

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 |
|---|---------------------------------|
| 99.9% > Av ≥ 99% | 10% of the monthly Service fee |
| 99% > Av ≥ 95% | 25% of the monthly Service fee |
| 95% > Av | 100% 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 your failure to follow development rules or user guide set forth in the documentation of the Service in application development, or your mal-operation.
- 4.2 any abnormal or instable operation of back-end service directed by any back-end address or path set up by you in the Service.
- 4.3 any system maintenance with prior notice by Tencent Cloud to you, including but not limited to system cutover, maintenance, upgrade and malfunction simulation test.
- 4.4 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.5 any loss or leak of data, passcode or password due to your improper maintenance .
- 4.6 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud, or any event of force majeure.
- 4.7 any attack or other misconduct targeting your API or data;
- 4.8 block or shutdown of your back-end service due to involvement in pornography, gambling, drug abuse and any other service or information in violation of laws or regulations.
- 4.9 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 terms of service, rules, or any rules or guidelines published by Tencent Cloud separately.
- 4.10 Prior to your use of the Service, you should carefully read and understand the relevant description, technical specification and use procedure, etc. of the Service, and potential consequences. You understand and agree that you elect to use the Service by exercising your independent and prudent judgment, and that you are solely responsible for your judgement or operation as well as any consequence thereof, and that Tencent Cloud will not be held liable to you for failure of the Service to meet the availability standards under circumstances including but not limited to the following:**
- (1) You should exercise your own judgement as to the compatibility of the Service with your technical architecture and other software and hardware.
 - (2) You should be responsible for your own operation such as health check configuration and filter configuration.
 - (3) If you are using any other product(s) provided by Tencent Cloud concurrently with the Service, you should pay service fees therefor in a timely manner according to the payment terms for such product(s) and should observe relevant terms of service.
 - (4) The Service solely covers the technical architecture and components related to API Gateway. If any other product is involved in the Service, such as SCF, TSF, CVM, TKE, CLS and domain name (subject to your selection), the service level agreement of such other product will apply. Any duration of unavailability of the Service due to such other product will not be counted into the Service Downtime of this API Gateway Service. You should be solely responsible for your back-end service application.
 - (5) Any API calling failure due to certificate configuration error, domain configuration or security group/firewall configuration and other reasons attributable to you or the requesting party does not constitute the Failed Request herein. Any unavailability of the Service due to your use of the Service beyond the use limit of the Service does not constitute the Failed Request under this Agreement.

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.

5.4 This Agreement applies to direct and online use of the Service through the official website of Tencent Cloud only. If you intend to use the API Gateway Service in any other form such as private deployment, the service availability and other standards of the Service will be separately agreed upon by you and Tencent Cloud, and this Agreement does not apply in such case. (End of Document)

Storage

Essential Storage Service

COS Service Level Agreement

Waktu update terbaru : 2019-12-06 14:19:20

In order to use the Tencent Cloud Object Storage (“COS”) service (the “Service”), you should read and observe this Cloud Object Storage 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 and 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

Cloud Object Storage (COS): Object storage means a storage service that enables a user to store massive amounts of data using a Web interface. A user may upload, download and manage data via the HTTP REST API of the COS. COS supports automatic expansion, and the payment for the Service may be made in advance or in arrears.

Service Month(s): Service Month(s) means 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 (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 availability of the Service will be calculated independently for each Service Month.

Error Rate Per Five Minutes: Error Rate Per Five Minutes means the rate of the number of Failed Requests returned by COS within five (5) minutes to the total number of user requests within such five (5) minutes, calculated as follows:

$$\text{Error Rate Per Five Minutes} = \frac{\text{number of Failed Requests per five minutes}}{\text{total number of user requests per five minutes}} * 100\%$$

Failed Request: Failed Request means a request with a server internal error code (including “Internal Error” (500 error) and “Service Unavailable” (503 error)) returned by COS, excluding any traffic restriction request due to the triggering of frequency control and any Failed Request due to the upgrade, alteration or shutdown of COS. User request means a request sent by a user and received by a COS server, excluding that sent by a user whose identity has not been authenticated, whose authentication fails, or for whom the Service is suspended or terminated due to unpaid overdue payment. Any request received by a COS server in a hacker attack, or any request asynchronously executed on back end with the configuration of cross-regional replication or life cycle rules, will not be deemed an effective or a Failed Request.

COS Service Monthly Fee: COS Service Monthly Fee means the fee for storing capacity, flow, request, data retrieval and other storage management fee incurred under a certain Tencent Cloud account of a user within a calendar month for using the COS Service.

2. Service Availability

2.1 Calculation of Service Availability

The Service Availability of the COS is calculated by the category of storage as follows:

$$\text{Service Availability} = \left(1 - \frac{\text{the sum of all Error Rates Per Five Minutes within a Service Month}}{\text{the total number of unit time (i. e. five minutes) within a Service Month}} \right) * 100\%$$

2.2 Standards of Service Availability

You may upload, download and manage data via the API, SDK, control panel or user tools provided by the COS. In respect of different categories of storage, Tencent Cloud guarantees that **the Service Availability of the standard storage service will be no less than 99.95%**, and **the Service Availability of the low frequency storage will be no less than 99.9%**. If the Service Availability fails to meet aforementioned standard in a Service Month (other than circumstances set forth in the Release of Liabilities Section below), you may submit a support ticket to make an application to Tencent Cloud in accordance with Section 3 below.

3. Service Compensation

In respect of this Service, if the Service Availability of the standard storage service is lower than 99.95%, or the Service Availability of the low frequency storage is lower than 99.9%, compensations will be made as follows:

3.1 Standards of Compensation

1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud’s official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon

to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

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

| Storage Category | Service Availability in a Service Month | Value of Compensation Coupon |
|-----------------------|---|------------------------------------|
| Standard Storage | ≥ 99% and < 99.95% | 20% of the COS Service Monthly Fee |
| | < 99% | 50% of the COS Service Monthly Fee |
| Low Frequency Storage | ≥ 98% and < 99.9% | 20% of the COS Service Monthly Fee |
| | < 98% | 50% of the COS Service Monthly Fee |

3.2 Time Limit for Compensation Application

1) If the Service Availability in a Service Month fails to meet the aforementioned 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 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 unavailable time 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 system maintenance or unavailability with at least seven (7) days prior notice from Tencent Cloud to users.

4.2 any failure due to any network, equipment or configuration that is not Tencent Cloud facility.

4.3 any failure of the application interface or data of a user due to attack or other misconducts.

4.4 any failure due to negligence in authorization or mal-operation by a user, or due to any equipment of user, or third-party software or device.

4.5 any failure due to any force majeure event or accident.

4.6 any Service unavailability or failure to meet Service Availability standard due to any reason not attributable to Tencent Cloud.

4.7 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 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)

Note:

If you have questions about the calculation of availability, see [the COS availability calculation example](#).

CFS Service Level Agreement

Waktu update terbaru : 2019-05-10 15:24:24

In order to use the Tencent Cloud File Storage (“CFS”) service (the “Service”), you should read and observe this Cloud File Storage 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 and 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 Tencent Cloud File Storage (CFS): means the network attached storage service provided to you by Tencent Cloud that supports file access protocols such as NFS. You may write or read data via a file access protocol such as NFS. **CFS** is scalable on an automatic basis. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 File System Instance: The Service Availability shall be calculated on a single File System Instance basis.

1.3 Service Month(s): means 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 (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).

1.4 Total Time of a Single File System Instance within a Service Month: the total number of days of the Service Month for such signal File System Instance $\times 24$ (hours) $\times 60$ (minutes).

1.5 Single File System Instance Service Downtime within a Service Month: If (and only if) all your continuous attempts to connect a specific single File System Instance fail within one (1) minute, it shall be deemed that the Service is unavailable within such one (1) minute. If the continuous attempts that have failed last less than one (1) minute, such time will not be counted into the Service downtime. The accumulated Service downtime so calculated in

minutes of a single File System Instance within a Service Month is the Single File System Instance Service Downtime for such Service Month.

1.6 CFS Monthly Service Fee: CFS Monthly Service Fee means the total service fees under a Tencent Cloud account of a client during one calendar month for a single File System Instance (including without limitation storage capacity, bandwidth or other storage management fees), excluding the portion paid but yet to be consumed and the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability/ Service Success Rate

2.1 Calculation of Service Availability

The Service Availability of the Tencent Cloud File Storage service will be calculated on a single File System Instance basis as follows:

$$\text{Service Availability} = \left(\frac{\text{Total Time of a Single File System Instance within a Service Month} - \text{Single File System Instance Service Downtime within a Service Month}}{\text{Total Time of a Single File System Instance within a Service Month}} \right) * 100\%$$

2.2 Service Availability/ Standard Indicator

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 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 coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon 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 herein shall exclude the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Coupon |
|---|--------------------------------|
| 99.9% > Av ≥ 99.0% | 10% of the Monthly Service Fee |
| 99.0% > Av ≥ 98.0% | 20% of the Monthly Service Fee |
| 98.0% > Av | 50% 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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.2** any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3** any attack on your application interface or data, or any other misconduct;
- 4.4** any loss or leak of data, pin or password due to your improper maintenance or improper confidentiality measures;

- 4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 any exceeding of the upper limit of the Service capacity corresponding to the version of the Service you purchase, resulting in delay in, or failure of, the delivery of the Service;
- 4.8 any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud.
- 4.9 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 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)

CBS Service Level Agreement

Waktu update terbaru : 2019-07-12 11:35:05

In order to use the Tencent Cloud Block Storage ("CBS") service (the "Service"), you should read and observe this Cloud Block Storage 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 Cloud Block Storage (CBS): means a persistent block storage service provided by Tencent Cloud for cloud servers. You may access reading and writing operations by mounting CBS to CVM cloud servers. 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 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 (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 availability of the Service will be calculated independently for each Service Month.

1.3 Total Time of a Single CBS Instance within a Service Month: the total number of days of the Service Month for a Single CBS Instance × 24 (hours) × 60 (minutes).

1.4 Single CBS Instance Service Downtime within a Service Month: If (and only if) the access to a single CBS instance continuously fails within one (1) minute, it shall be deemed that the Service with respect to such instance is unavailable within such one (1) minute. If the duration of inaccessibility is less than one (1) minute, such period will not be counted into the Service downtime. The accumulated Service downtime so calculated in minutes of a single CBS instance within a Service Month is the Single CBS Instance Service Downtime within a Service Month.

1.5 **CBS Monthly Service Fee**: means the aggregate service fees paid by a user for a single CBS instance under a Tencent Cloud account within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability / Service Uptime Metrics

2.1 Calculation of Service Availability

Service Availability of CBS service is calculated on a single CBS instance basis as follows:

Service Availability = (Total Time of a Single CBS Instance within a Service Month - Single CBS Instance Service Downtime within a Service Month) / Total Time of a Single CBS Instance within a Service Month × 100%

2.2 Standard of Service Availability/ Service Metrics

The Service Availability of the Service will be no less than 99.95%. 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.

If a Service Month has thirty (30) days, the total available time of a single CBS instance in such month will be 43,178.4 minutes (= 30 (days) × 24 (hours) × 60 (minutes) × 99.95%); that is, there may be 21.6 minutes (= 43,200 minutes -- 43,178.4 minutes) Service downtime of the instance in such month.

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 portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99.95% > Av ≥ 99% | 10% of the Monthly Service Fee |
| 99% > Av ≥ 95% | 25% of the Monthly Service Fee |
| 95% > Av | 100% 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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test.

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

4.3 any attack on any of your application endpoints or data, or any other mal-operation.

4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device.

4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products.

4.7 any malfunction resulting from an event of force majeure or accident.

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

4.9 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 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)

Storage Data Service

CLS Service Level Agreement

Waktu update terbaru : 2020-10-16 16:58:19

Tencent Cloud Log Service Level Agreement

In order to use the Tencent Cloud Log Service (the “Service”), you shall read and comply with this Tencent Cloud Log 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 Tencent Cloud Log Service

The Cloud Log Service is a one-stop log service platform offered by Tencent Cloud that provides multiple services such as log collection, log storage, log search and analysis, real-time consumption and log delivery, assisting the user in business operations, security monitoring, log audition, and log analysis with logs.

1.2 Service Month(s)

Service Month(s) is 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 (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 User Request and Failed Request

A User Request is a request that is sent by the user and received by the server end of the Cloud Log Service. A Failed Request refers only to such request that is returned with an error code of internal error of the server (5xx errors). None of the following requests shall be deemed as a Failed Request or a User Request:

(1) any request that fails the authentication due to, including but not limited to, the mismatch of calculated signatures and lack of request authorization;

(2) any request that lacks required parameters or contains illegal parameters due to noncompliance with the documentations of Tencent Cloud products.

1.4 Error Rate Per 5 Minutes

The Error Rate Per 5 Minutes is the ratio of the count of Failed Requests returned by the Tencent Cloud Log Service to the count of User Requests in the 5-minute period, which shall be calculated as follows:

$$\frac{\text{Count of Failed Requests per 5 minutes}}{\text{Count of User Requests per 5 minutes}} \times 100\%$$

Error Rate Per 5 Minutes =

1.5 Monthly Service Fee

The Monthly Service Fee is the aggregated amount of fees arising from the usage of the Tencent Cloud Log Service in a Service Month under the user's Tencent Cloud Account. The Monthly Service Fee shall exclude any amount deducted by vouchers, coupons, or service fee waivers.

2. Service Availability

2.1 Calculation of the Service Availability

$$1 - \frac{\text{The sum of Error Rate Per 5 Minutes in a Service Month}}{\text{The total number of 5-minute periods in a Service Month}} \times 100\%$$

Service Availability =

where 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

Tencent Cloud promises that **the Service Availability of the Cloud Log Service will be no less than 99.9%**. If the Service Availability of a Service Month fails to meet the abovementioned standard (other than in any circumstance as provided in the Release of Liabilities provisions), you may open a support ticket with Tencent Cloud for compensations according to the Compensation Plan set forth in this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the 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, 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 standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month.**

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
| Less than 99.9% but is or higher than 99.0% | 15% of the Monthly Service Fee |
| Less than 99.0% but is or higher than 95.0% | 30% of the Monthly Service Fee |
| Less than 95.0% | 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 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;

- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or instructions for using Tencent Cloud products;
- 4.7 any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.8 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 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)

Database

TencentDB Service Level Agreement(New Version)

Waktu update terbaru : 2019-10-25 10:01:28

1. General

(1) Tencent Cloud database service (the "**Service**") is the public cloud database service provided by Tencent Cloud based on relational database, distributed database, time series database, document database, etc. to meet different needs of various products including websites and applications. This agreement applies only to master - slave (master - backup) instances.

(2) This Tencent Cloud Database Service Level Agreement (SLA) is supplemental to the Tencent Cloud Service Agreement and the Tencent Cloud Privacy Policy.

(3) Tencent Cloud has the right to amend its terms of service at any time and will announce such amendment via a notice on its website, an email notice or a text message notice, without obtaining additional consent of you.

(4) Unless otherwise specifically stipulated herein, for the purpose of this agreement, a "month" equals to thirty (30) calendar days which shall commence on the date when the Service is activated.

2. Service Guarantee Metrics

2.1 Service Availability

(1) Tencent Cloud guarantees that the availability of the Service will be no lower than 99.95%, which means that the available time of the Service in a month for your instances would be no less than 43,178.4 minutes (= 30 (day) × 24 (hour) × 60 (minute) × 99.95%), provided that the Service within a month may be unavailable for 21.6 minutes (= 43,200 minutes -- 43,178.4 minutes).

(2) The Service downtime due to any of the following reasons will not be counted into the Service downtime:

- any scheduled downtime due to any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade and malfunction simulation test.
- any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

- any Service unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party supplier.
- any slow or no responding of any cloud database instance under ultra-high performance pressure; or duration of log re-do or recovery practices.
- any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.
- any mal-operation due to your negligence, or any operation authorized by you.
- any event of force majeure.

2.2 Data Deletion

Upon your request or prior to disposal or resale of a device, Tencent Cloud will perform low level formatting of disks to completely and irrecoverably delete all your data, and the disks will be demagnetized when they are discarded.

Upon destruction of a database, no data therein can be recovered.

2.3 Data Migration

Tencent Cloud will provide data in a standard database file format to enable you to save such data as a standard "sql" file by import/export tools, by means of which you may transfer such data into a cloud database or export such data onto your own server.

2.4 Data Confidentiality

Tencent Cloud adopts reasonable technical measures, including without limitation network isolation and access control, to ensure the isolation and invisibility of data and resources of different users.

2.5 Right to Know

- (1) The location of data center where data is stored (users may query this by submitting a ticket).
- (2) The number of data backups and the location of data center where the backup data is stored (users may query this by submitting a ticket).
- (3) Tencent Cloud will assist you in choosing a data center with proper network conditions for data storage, and data backup will be allocated dynamically according to the utilization of resources. You, by default, is not required to choose a data center and a cold backup center. If you intend to choose a data center and/or a cold backup center, you may query this by submitting a ticket.
- (4) The local laws and relevant laws of the People's Republic of China that a data center shall comply with.

(5) None of your data will be provided to any third party unless required by a government regulatory authority for regulation or audit purposes. The database instance behavior log will be used for data analysis of the database operation, but no user data will be presented externally.

2.6 Data Audit

Tencent Cloud may, in accordance with the current laws and regulations, and provided that the relevant procedural and formality requirements are fully compliant, disclose certain information, including without limitation operation log of key components, operation records of operation and maintenance personnel and operation records of users, for the purposes of cooperating with supervision and administration, evidence collection and investigations of governmental or regulatory authorities or otherwise.

2.7 Malfunction Recovery Capacity

Tencent Cloud database has failover capacity by default, which means that automatic failover will be triggered, without any action of a user, when any malfunction of a master server occurs, thus ensuring the continuity of the Service provided to you. You may submit a ticket or call customer service for support when necessary.

2.8 Due and Late Payments

With respect to database instances with payments to be settled on a pre-pay basis (annual or monthly plan), Tencent Cloud will provide you with a 7-day service period upon expiry of the term of the database, and will then terminate the Service upon expiry of such 7-day period. You should bear all cloud service fees (if any) incurred during such 7-day period, settle all your payments prior to the expiry of the 7-day period and complete the migration of all your data. Tencent Cloud database system will automatically delete all your data fourteen (14) days following such expiry or termination.

With respect to database instances with payments to be settled on a post-pay basis (pay-per-use), Tencent Cloud will provide you with a 2-hour service period when any payment of your account is overdue and will then terminate the Service upon expiry of such 2-hour period. You should bear all cloud service fees (if any) incurred during such 2-hour period and should timely top up your account to ensure the balance remains more than RMB0. Tencent Cloud database system will automatically delete all your data when the balance of your account remains less than RMB0 for twenty-four (24) hours.

3. Service Compensation

3.1 Scope

If a user is not able to use Tencent Cloud database in a regular way or is completely unable to access the database due to any malfunction attributable to Tencent Cloud, the user has the right to require Tencent Cloud to compensate for such incident/malfunction. The application for such compensation must be submitted within three (3) months

following the month for which the availability of the underlying Tencent Cloud database instance fails to meet the relevant standard, and any application submitted thereafter will not be accepted by Tencent Cloud.

3.2 Standards for Compensation

Duration of malfunction = the time when the malfunction is fixed-- the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 1 minute and 1 second, it will be calculated as 2 minutes.

One hundred times compensation for Tencent Cloud database malfunction:

(1) Pre-pay: the compensation will be made by extending the use period of the failed database, extended time = duration of malfunction \times 100.

(2) Post-pay: the compensation will be made in the form of voucher, the amount of voucher = daily fee of the failed database / 24 / 60 \times duration of malfunction \times 100.

TencentDB Service Level Agreements(Old Version)

Waktu update terbaru : 2019-10-25 10:00:38

1. INTRODUCTION

This agreement forms part of, and is incorporated into, the Tencent Cloud Service Level Agreement between you and us, in relation to your use of Tencent Cloud.

2. SERVICE LEVELS

2.1 Introduction

The following Service Levels apply to Tencent Cloud's Cloud Database service.

Service Credits are calculated in accordance with the Tencent Cloud Service Level Agreement. As set out in Sections 2.2 and 2.3 of that Agreement:

- (a) All Service Levels will be calculated on a per-account, per-complete calendar month basis.
- (b) except for the Database Expansion Support Service Level, Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the Cloud Database service provided during the relevant calendar month in which the Service Level was calculated.

2.2 Data Storage Persistence Service Level

| Service Level | At least 99.9996% Persistence for Organisation's data storage on Tencent Cloud. | | | | | | | |
|--|--|--|-------------|----------------|---------------------|-----|------------------|-----|
| Requirements/conditions for this Service Level | For the purposes of this Service Level, " Persistence " means a maximum of four storage volume will experience data loss each month if Organisation has requested 1,000,000 data storage instances during that complete calendar month. | | | | | | | |
| Service Credit | <table border="1"> <thead> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>99.0% to < 99.9996%</td> <td>10%</td> </tr> <tr> <td>95.0% to < 99.0%</td> <td>25%</td> </tr> </tbody> </table> | | Persistence | Service Credit | 99.0% to < 99.9996% | 10% | 95.0% to < 99.0% | 25% |
| Persistence | Service Credit | | | | | | | |
| 99.0% to < 99.9996% | 10% | | | | | | | |
| 95.0% to < 99.0% | 25% | | | | | | | |

| | | |
|--|-------------|----------------|
| | Persistence | Service Credit |
| | < 95.0% | 50% |

2.3 Service Availability Service Level

| | | |
|--|--|----------------|
| Service Level | At least 99.95% Service Availability for Cloud Databases. | |
| Requirements/conditions for this Service Level | <p>For the purposes of this Service Level, "Service Availability" means the availability of one or more specific Cloud Databases (based on the total number of active instances running at that time) to the Organisation per-complete calendar month.</p> <p>A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. The service unavailable time is a period of time from when the service failure begins through to when the service returns to normal, including the maintenance time.</p> | |
| Service Credit | Persistence | Service Credit |
| | 99.0% to < 99.95% | 10% |
| | 95.0% to < 99.0% | 25% |
| | < 95.0% | 50% |

2.4 Database Expansion Support Service Level

| | |
|--|--|
| Service Level | Completing all requests from Organisation for expanded resource in accordance with the Service Availability Request metric below. |
| Requirements/conditions for this Service Level | <p>"Service Availability Request" means where the actual resource is being expanded by:</p> <ul style="list-style-type: none"> • less than 10 Cloud Databases, the application process will be completed within one working hour from the time that the relevant request was submitted by the Organisation and registered in Tencent's system; • between 10 to 30 Cloud Database, the application process will be completed within 24 working hours from the time that the relevant request was submitted by the Organisation and registered in Tencent's system; and |

| | | | |
|---|--|-----------------------|---|
| | <ul style="list-style-type: none"> • more than 30 Cloud Databases, the timeframe for completing the application process will be subject to Tencent’s prior approval. Such expansion requests will not be used to calculate this Service Level, and no Service Credits apply to such expansion requests. <p>This Service Level only applies where: (a) the original capacity of the Cloud Database service is 50% or less of the expanded resource (following fulfilment of the relevant request); and (b) the maximum expanded resource capacity is 600GB.</p> <p>This Service Level only applies where the request for expansion will be manually performed.</p> <p>In the above Service Levels, a "working hour" means a working hour between 9am to 6pm, Monday to Friday, China Standard Time (CST), excluding any national holidays in China. Any time outside such working hours will not be used to calculate this Service Level.</p> | | |
| <p>Service Credit</p> | <p>The below Service Credit will be payable against the specific database resource being expanded, where all Tencent application expansion processes related to that action fail to complete (in accordance with the corresponding Service Level) in any complete calendar month.</p> <table border="1" data-bbox="517 1225 1487 1460"> <tr> <td data-bbox="517 1225 1487 1301"> <p>Service Credit</p> </td> </tr> <tr> <td data-bbox="517 1301 1487 1460"> <p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p> </td> </tr> </table> | <p>Service Credit</p> | <p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p> |
| <p>Service Credit</p> | | | |
| <p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p> | | | |

Redis Service Level Agreement

Waktu update terbaru : 2019-09-17 15:52:39

In order to use the Tencent Cloud Elastic Cache service (the "Service"), you should read and observe this Elastic Cache 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 Tencent Cloud Elastic Cache Service

means the database service provided by Tencent Cloud used to satisfy your business needs in caching or other scenarios, which is compatible with the Redis protocols. For details, please refer to the Service you purchased, and the contents of the Service provided by Tencent Cloud.

1.2 Service Month(s)

means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.3 Service Unavailability

If all the attempted connections with a specific elastic cache instance fail, and such status lasts for more than one (1) minute, it will be deemed that this specific elastic cache instance is unavailable within such one (1) minute.

1.4 Single Instance Service Downtime Calculated in Minutes

Single Instance Service Downtime Calculated in Minutes = the time when the Service Unavailability of an instance is fixed - the time when the Service Unavailability of the instance starts. Such downtime will be

calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a single instance is one (1) minute and one (1) second, the Single Instance Service Downtime Calculated in Minutes would be two (2) minutes. However, when the Service Unavailability of an instance is fixed within one (1) minute, which means that the actual downtime of the instance is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

1.5 Single Instance Service Downtime within a Service Month

means the sum of the Single Instance Service Downtime Calculated in Minutes within a Service Month.

1.6 Total Service Time within a Service Month

equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.7 Monthly Service Fee

means the aggregate service fees paid by you for a single instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability is calculated on a single instance basis as follows:

Service Availability = (1 - Single Instance Service Downtime within a Service Month / Total Service Time within a Service Month of the single instance) × 100%

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. 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 portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| $99.95\% > Av \geq 99\%$ | 10% of the Monthly Service Fee |
| $99\% > Av \geq 95\%$ | 30% of the Monthly Service Fee |
| $95\% > Av$ | 100% 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

(1) the ID of the instance for such Service Unavailability.

(2) the duration of the Service Unavailability and evidence thereof (it's advisable to provide a screenshot of the cloud monitoring traffic metrics).

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 system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.3 any Service Unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party suppliers.
- 4.4 any slow or no responding of any elastic cache instance under ultra-high performance pressure.
- 4.5 any Service Unavailability due to your use of the Service in a manner exceeding the designed specifications of the product (such as the maximum number of network connections and memory capacity).
- 4.6 any system inaccessibility due to the block of the Service resulting from unpaid overdue payment.
- 4.7 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.
- 4.8 any negligence of or operation authorized by you.
- 4.9 any Service Unavailability or failure of the Service to meet the availability standard 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 relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.
- 4.11 any event of force majeure.

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)

MongoDB Service Level Agreement

Waktu update terbaru : 2019-06-19 16:57:34

1. Service Content

TencentDB for MongoDB is a professional high-performance distributed data storage service developed based on MongoDB, the world's most promising open source NoSQL database. It is 100% compatible with MongoDB protocol, and well suited for non-relational database use cases.

Additionally, TencentDB for MongoDB offers high-performance, reliable and user-friendly MongoDB cluster services. Each instance is either a replica set of at least one (1) master and two (2) slaves or a sharding cluster of multiple replica sets, ensuring high availability of user data.

2. Data Durability

Tencent Cloud guarantees that the monthly durability of data storage with respect to the instances applied for by a user within the service period (i.e., the service period of MongoDB purchased by the user) is 99.9996%. That is, for each 1,000,000 instances applied for by a user each month, only 4 instances are exposed to data loss.

3. Data Deletion

If a user voluntarily deletes the data or when the data needs to be deleted upon expiration of the service period for a user, Tencent Cloud will perform low level formatting of disks to completely and irrecoverably delete all data of the user prior to disposal or resale of the devices, and the disks will be demagnetized when they are discarded.

4. Right to Know

- A. The location of data center where data is stored (users may query this by submitting a ticket).
- B. The number of data backups and the location of data center where the backup data is stored (users may query this by submitting a ticket).
- C. Tencent Cloud can help users choose a data center with proper network conditions for data storage. Cold backup is dynamically allocated according to the utilization of resources. Users, by default, do not need to choose the data center and cold backup center. Users may submit a ticket if they wish to choose a data center and/or a cold backup center.
- D. The local laws and relevant laws of the People's Republic of China that a data center shall comply with (users may query this by submitting a ticket).
- E. No data of a user will be provided to any third party unless required by a government regulatory authority for supervision, administration or audit purposes. The user behavior log will be used for data analysis of the database operation, but no personal data would be presented externally.

5. Data Confidentiality

Tencent Cloud achieves network isolation by configuring firewalls and adopting white-list filtering mechanism, and ensures the invisibility of data of different users in the same resource pool via authorization control of user names and passwords of MongoDB instances.

6. Data Audit

Tencent Cloud may, in accordance with the existing laws and regulations, and provided that the relevant procedural and formality requirements are fully compliant, disclose certain information, including without limitation operation log of key components, operation records of operation and maintenance personnel and operation records of users, for the purposes of cooperating with supervision and administration, evidence collection and investigations of governmental or regulatory authorities or otherwise.

7. Service Availability

A. TencentDB for MongoDB guarantees a service availability of 99.95%, that is, for each month, the service is available for 43,178.4 minutes (i.e., $30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.95\%$) and there may be 21.6 minutes (i.e., 43,200 -- 43,178.4) downtime, which is calculated on a single database instance basis.

B. Service downtime does not include any time period when the service is unavailable due to regular system maintenance, force majeure event, or any reason attributable to a user or a third party.

8. Recovery Capacity

Tencent Cloud's professional teams provide maintenance assistance 24/7.

Networking

Cloud Networking

Cross-region Interconnection Service Terms

Waktu update terbaru : 2023-11-21 17:48:31

Welcome to Tencent Cloud Cross-region Connection Service!

To use Tencent Cloud Cross-region Connection Service (hereinafter referred to as "Service"), you must read and abide by Tencent Cloud Cross-region Connection Service Agreement (hereinafter referred to as "Agreement"). Please make sure to carefully read and fully understand the terms and conditions herein, especially the restrictive or liability exemption terms, as well as any separate agreement or rules on the activation or use of a certain service. Restrictive or liability exemption terms may be highlighted in bold or with underlines for your attention.

Only after you have read and accepted all the terms and conditions of this Agreement as well as related agreements and rules can you use the Service. You agree to be subject to the terms and conditions of this Agreement as well as related agreements and rules by selecting "I have read the agreement" to go to the creation process or using the Service in any manner.

In the event of your violation of this Agreement, in any manner or by any means whatsoever, Tencent Cloud has the right to unilaterally take actions to restrict, suspend or terminate the provision of this Service to you depending on the severity of your violation, and to hold you liable for such violation.

1. Definition of Service

The "Service" herein refers to the Tencent Cloud Cross-region Connection Service as well as related technical and network support services.

2. Service Fee

The billing method and standard (in USD) are subject to the price published on Tencent Cloud official website, unless otherwise agreed by both parties.

3. Customer's Rights and Obligations

3.1 You have the right to use the Service you purchase as well as the technical support and after-sales services provided by Tencent Cloud in accordance with this Agreement.

3.2 During the use of the Service, you shall abide by any applicable laws or regulations, and maintain the order and security of the Internet, and shall not engage in or facilitate any activity in violation of such laws or regulations, including but not limited to the following activities:

- Any Illegal activities involving lottery, gambling, "private server", "plug-in", etc.;
- Fraud or false or misleading behaviors or any behavior that infringes on any legitimate rights and interests of others such as intellectual property right;
- Release and dissemination of SPAM or reactionary, superstitious, obscene, pornographic, vulgar contents or illegal information;
- Any activities in violation of the operational rules of network, device or service linked with Tencent Cloud network;
- **Any activities that take up much of the cross-region connection resources and result in a heavy and unreasonable load on Tencent Cloud cross-region connection products or other users, or prevent Tencent Cloud network from running normally;**
- Any illegal or unauthorized interception, theft, interference or surveillance;
- Any activities that undermine or attempt to undermine the network security, including but not limited to malicious scanning over website and server, intrusion into a system and illegal acquisition of data by means of viruses, Trojan-horse programs, malicious codes, phishing and other methods;
- Any activities that change or attempt to change the system configuration provided by Tencent Cloud Cross-Region Connection Service or that compromise the system security;
- Any activities that prevent or disrupt the operation of Tencent Cloud Cross-region Connection Service or the use of such service by others by technical or other means;
- Any activities that disturb or attempt to disturb the normal operation of any of Tencent Cloud products, services and features in any way, or creation, release, dissemination of any tools and methods for such purposes;
- Any activities (including but not limited to "DNS resolution", "security service", "domain reselling" reverse proxy") that lead to frequent exposure of your business to such attacks as DDoS attack and affect Tencent Cloud service platform or others due to your failure to correct such activities in a timely manner or eliminate the effect of such activities as required by Tencent Cloud.

You shall not install or use any pirated software on Tencent Cloud service, and shall take effective measures to protect the security of your computer information system according to applicable national regulations, including but not limited to the installation of approved products specially designed for the security of computer information system.

You shall make payments on time. In the event of a late payment for a post-payment service, in addition to the fees due under the Agreement, you shall be liable to pay a late penalty to Tencent Cloud at a rate equal to 0.3% per day on the unpaid amount from the time due until the time the full outstanding amount including the penalty is paid. If you fail to make such payment within 15 days after the payment becomes due under this Agreement, Tencent Cloud has the right to unilaterally terminate this Agreement. If you have purchased pre-payment service at the same time, the paid amount for the unused service period will be owned by Tencent Cloud as such late penalty.

4. Tencent Cloud's Rights and Obligations

4.1 Tencent Cloud shall provide you with Tencent Cloud services and after-sale support according to this Agreement.

4.2 Tencent Cloud is only responsible for the operation and maintenance of Tencent Cloud services. It is your responsibility to ensure the security and stability of your network and devices. In the event of any of the following situations, you shall deal with the problem immediately and avoid the effect of such problem on Tencent Cloud services:

- Any problem with your internal network, including but not limited to overload;
- A failure of your self-owned device or a third-party device;
- Network interruption caused by your detach of devices or other operations without the content of Tencent Cloud;
- Any failure or network interruption on account of you.

4.3 If Tencent Cloud finds by itself or based on the information provided by competent authorities and the complaint filed by any right owner that you have violated any applicable laws or regulations or this Agreement, Tencent Cloud has the right to unilaterally take one or more of the following actions at its discretion:

- Request you to remove or modify any violating content immediately;
- Directly remove or block any violating content or disconnect the link;
- Restrict or suspend the provision of Tencent Cloud services to you (including but not limited to directly making some of your services offline and taking back related resources, setting restrictions on the operations of your Tencent Cloud account);
- In serious cases, Tencent Cloud has the right to terminate the provision of Tencent Cloud services to you or terminate this Agreement (including but not limited to directly making all of your services offline and taking back related resources). The amount paid by you for the unused service period will be owned by Tencent Cloud as the liquidated damages paid by you for the breach of the Agreement.

4.4 Tencent Cloud has the right to transfer the rights and obligations under this Agreement to a third party, in part or in whole, by giving a prior written notice of at least 90 days to you. Both parties agree to sign all the reasonably necessary documents and take all the reasonably necessary measures to bring this provision into effect.

CLB Service Level Agreement

Waktu update terbaru : 2019-10-10 17:59:54

In order to use the Tencent Cloud Load Balancer ("CLB") service (the "Service"), you should read and observe this Cloud Load Balancer 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 Cloud Load Balancer (CLB): means a traffic distribution service provided by Tencent Cloud to expand the system's service capacity and to eliminate single node malfunction by load balancer. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Single Instance: means one (1) CLB instance. The Service Availability will be calculated on a Single Instance basis.

1.3 Total Time of a Single Instance within a Service Month: equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability: If all the attempted connection with a CLB instance with incoming and outgoing permission rules fails, and such status lasts for more than one (1) minute, it will be deemed that the CLB instance is unavailable within such one (1) minute.

1.5 Single Instance Service Downtime Calculated in Minutes: Single Instance Service Downtime Calculated in Minutes = the time when the Instance Unavailability is fixed -- the time when the Instance Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or a portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a Single Instance is one (1) minute and one (1) second, the Single Instance Service Downtime Calculated in Minutes would be two (2) minutes. However,

when the Instance Unavailability is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

1.6 Single Instance Service Downtime within a Service Month: means the sum of the Single Instance Service Downtime Calculated in Minutes within a Service Month.

1.7 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.8. Monthly Service Fee: means the aggregate service fees paid by you for a Single CLB Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (total time of a Single Instance within a Service Month calculated in minutes - Single Instance Service Downtime within a Service Month) / total time of a Single Instance within a Service Month calculated in minutes × 100%

2.2 Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. 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.

If a Service Month has thirty (30) days, the total available time of a Single Instance in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43178.4 minutes; that is, the Service downtime of the instance in such month will be 43200 -- 43178.4 = 21.6 minutes.

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 portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99.95% > Av ≥ 99% | 10% of the Monthly Service Fee |
| 99% > Av ≥ 95% | 25% of the Monthly Service Fee |
| 95% > Av | 100% 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:

1. any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
2. any hacker attack on a user's application;
3. any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of a user;
4. any negligence of or operation authorized by a user;
5. any failure by a user to configure a back-end server, or any anomaly of a back-end server;
6. any failure of a user to abide by user guide or suggestions for using Tencent Cloud products;
7. any event of force majeure including without limitation natural disasters such as earthquake, flood and plague, social events such as war, riot and government action, technology incidents such as disconnection of telecommunication trunk circuits, hacker attack, network congestion, technological adjustment by telecommunication authorities, and government regulation and control;
8. any suspension or termination of servers resulting from any violation by a user of the [Tencent Cloud Service Agreement](#), including without limitation the suspension of service or release of a CLB instance due to a user's delay in payment;
9. any temporary downtime of the Service due to normal maintenance or upgrade of CLB by Tencent Cloud as described in the [Tencent Cloud Service Agreement](https://www.tencentcloud.com/document/product/301/9248);
0. any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;
1. 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 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)

NAT Gateway Service Level Agreement

Waktu update terbaru : 2019-07-11 12:09:51

In order to use the Tencent Cloud NAT Gateway service (the "Service"), you should read and observe this NAT Gateway 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, 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 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.

1. Terms and Definitions

1.1 Tencent Cloud NAT Gateway Service: is a network cloud service that supports IP address translation and enables high-performance Internet access for resources in Tencent Cloud. For details, please refer to the Service purchase by you and the contents of the Service provided by Tencent Cloud.

1.2 Total Time within a Service Month Calculated in Minutes: equals to the total number of days of the Service Month for NAT instances $\times 24$ (hours) $\times 60$ (minutes).

1.3 Service Unavailability: When all incoming and outgoing data packets of NAT Gateway instances within one minute have been discarded by the NAT Gateway (subject to the monitoring data of Tencent Cloud), it shall be deemed that the Service is unavailable for such NAT instance within such one minute.

1.4. Service Downtime Calculated in Minutes: With respect to a NAT Gateway instance, Service Downtime Calculated in Minutes = the time when the Service Unavailability is fixed -- the time when the Service Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a NAT Gateway instance is one (1) minute and one (1) second, the Service Downtime Calculated in Minutes of such instance would be two (2) minutes. However, when the Service Unavailability is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

1.5 **Service Month(s)**: means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.6 **Monthly Service Fee**: means the aggregate service fees paid by you for a single NAT Gateway instance within one (1) calendar month, excluding the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability is calculated for each Service Month with respect to each instance as follows:

Service Availability = (Total Time within a Service Month Calculated in Minutes – Service Downtime Calculated in Minutes) / Total Time within a Service Month Calculated in Minutes * 100%

2.2 Standard of Service Availability

**The Service Availability of the Service will be no less than 99.99%. 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 couponvoucher by Tencent Cloud**, and you should follow the rules for using the couponvoucher (including the valid term; for details, please refer to the rules of couponvouchers published on Tencent Cloud's official website). You cannot redeem such couponvoucher for cash or request to issue an invoice for such couponvoucher. Such couponvoucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the couponvoucher to purchase other services of Tencent Cloud, nor should you give the couponvoucher 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 portion deducted by a couponvoucher or promotional couponvoucher, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation CouponVoucher |
|---|-------------------------------------|
| 99.99% > Av ≥ 99.95% | 10% of the Monthly Service Fee |
| 99.95% > Av ≥ 99.50% | 25% of the Monthly Service Fee |
| 99.50% > Av | 100% 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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility, such as any malfunction on the part of any operator;
- 4.3 any hacker attack on your application or data;
- 4.4 any improper policy configuration including that of a route or firewall;

4.5 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;

4.6 any of your applications or the installation;

4.7 any negligence on your part or any operation authorized by you;

4.8 any event of force majeure or accident;

4.9 any Service Unavailability or failure of the Service to meet the availability standard 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 relevant laws, regulations, agreements or rules, or any 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 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)

Hybrid Cloud Networking

CCN Service Level Agreement

Waktu update terbaru : 2020-04-14 11:56:45

Tencent Cloud Cloud Connect Network Service Level Agreement

In order to use the Tencent Cloud Cloud Connect Network (“CCN”) service (the “Service”), you should read and observe this Tencent Cloud Cloud Connect Network 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 Cloud Connect Network (CCN)

Cloud Connect Network refer to multi-point interconnection services provided by Tencent Cloud connecting cloud VPC, VPC and local data centers. You may access the entire network resources through a single point connect by adding VPC and direct gateway instance to CCN, thus easily establishing a simple, intelligent, secure and flexible hybrid cloud and worldwide Internet. For details, please refer to the Service you purchase and the Service provided by Tencent Cloud.

1.2 Service Unavailability

When all your attempts to establish communication connecting two territories through designated cloud connect network within one (1) minute fail (i.e., the packet loss rate between such two territories of the CCN instance within one (1) minute is 100%, which is subject to the monitoring data of Tencent Cloud) due to any reason attributable to Tencent Cloud, it should be deemed that the CCN instance between these two territories within such one (1) minute is unavailable.

1.3 Service Downtime

Service Downtime within a Service Month between two territories refers to the accumulated duration of Service Unavailability calculated in minutes between such two territories within such month.

1.4 Service Month(s)

Service Month(s) refer 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 (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).

1.5 Monthly Service Fee

The total service fees paid by you within one (1) Service Month for the Service between two territories.

2. Service Availability

2.1 Calculation of Service Availability

The Service Availability is calculated on an instance basis between designated territories as follows: Service Availability = $(\text{total time calculated in minutes within a Service period} - \text{Service Downtime calculated in minutes} / \text{total time of a Service period calculated in minutes}) \times 100\%$

2.2 Standard of Service Availability

The Service has **three categories of Service levels, namely, Platinum, Gold and Silver**, and the standard of Service Availability for each tier is set forth in the chart below. 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.

| Service Level (QOS) | Service Availability |
|---------------------|----------------------|
| Platinum | 99.99% |
| Gold | 99.95% |
| Silver | 99.50% |

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).

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, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.

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

4.3 any hacker attack targeting the application or data information of a client.

4.4 any improper route configuration of a client.

4.5 any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client.

4.6 any upgrade of the operation system by a client on its own.

4.7 any application of a client or the installation.

4.8 any negligence of a client or any operation authorized by a client.

4.9 any force majeure event or accident.

4.10 any Service Unavailability or failure of the Service to meet the availability standards due to any reason not attributable to Tencent Cloud.

4.11 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)

Peer Connection SLA

Waktu update terbaru : 2019-05-10 15:30:54

1. Tencent Cloud Peering Connection Service

Tencent Cloud Peering Connection is a cloud-resource interconnection service featuring large bandwidth and high quality, allowing you to connect resource communication links on Tencent Cloud, details of which shall be subject to the introduction on the official website of Tencent Cloud.

2. Guaranteed Indicators of Service

Tencent Cloud sets up the service level indicators for the service purchased by you, and has the right to adjust certain indicators in response to the change of situations in due course.

2.1 Service Availability

Service Availability of Peering Connection is calculated based on each Service Period from the perspective of a single instance as follows:

Service Availability = ((Total Time of a Service Period Calculated in Minutes – Service Downtime Calculated in Minutes) / Total Time of a Service Period Calculated in Minutes) * 100%

Peering Connection availability at the level of Platinum, Gold and Silver is set forth in the chart below. You are entitled to the compensation set forth in Section 3 hereunder if the guaranteed availability is not met.

| QOS | Service Availability |
|----------|----------------------|
| Platinum | 99.95% (0.36 h) |
| Gold | 99.50% (3.6 h) |
| Silver | 99.00% (7.2 h) |

Relevant Explanations:

- Service Period: One calendar month will be counted as one service period.
- Total Time of a Service Period Calculated in Minutes: the number of days of the Service Period × 24 (hours) × 60 (minutes).

- **Service Downtime Calculated in Minutes:** When all the continuous attempted communication made by a client within one minute via designated Peering Connection fail, the Peering Connection instance service during such one minute shall be deemed unavailable. The sum of the unavailable minutes of the Peering Connection instance during a Service Period shall be the service downtime calculated in minutes for such Service Period. The guaranteed Service Availability indicator requires Peering Connection packet loss rate data, of which the original data shall be subject to Network Detection & Tencent Cloud backend monitoring data. Please enable the Network Detection service.
- **Monthly Service Fee:** the total service fee paid by a client in one calendar month for a single Peering Connection instance.
- The service downtime due to any of the following reasons is not eligible for compensation:
 - any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
 - any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
 - any hacker attack targeting the application or data information of a client;
 - any improper route configuration of a client;
 - any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
 - any upgrade of the operation system by a client on its own;
 - any application of a client or the installation;
 - any negligence of a client or any operation authorized by a client;
 - any force majeure event or accident;
 - any other reason not attributable to Tencent Cloud.

2.2 Privacy of Service

Clients may control and segregate external access by configuring access authentication settings in accordance with actual needs to ensure data privacy.

2.3 Review of Service

In accordance with the current laws and regulations, and provided that procedure and formality requirements are fully satisfied, Tencent Cloud may provide certain information (including operation log of key components, operation records of operation and maintenance personnel, operation records of the client, etc.) of the Peering Connection service, due to the need to cooperate with the supervision by the governmental supervisory authority or security evidence collection and investigation or otherwise.

3. Service Compensation

3.1 Scope of Compensation

Compensation is applicable when the guaranteed Service Availability of Peering Connection for a client is not met by the end of a month due to malfunction of Tencent Cloud.

3.2 Standards and Principles of Compensation

The compensation amount shall be calculated according to the standards set forth in the chart below based on monthly Service Availability of a single Peering Connection instance. The compensation will be made in the form of coupon only, and the total amount of the compensation shall not exceed the Monthly Service Fee (excluding the portion deductible by the coupon) paid by the client for such Peering Connection instance for such month of which the guaranteed Service Availability is not met.

| QOS | Service Availability | Compensation Ratio |
|----------|----------------------|--------------------|
| Platinum | 99.95% > Av ≥ 99.00% | 10% |
| | 99.00% > Av ≥ 98.00% | 25% |
| | 98.00% > Av | 100% |
| Gold | 99.50% > Av ≥ 99.00% | 10% |
| | 99.00% > Av ≥ 95.00% | 25% |
| | 95.00% > Av | 100% |
| Silver | 99.00% > Av ≥ 98.00% | 10% |
| | 98.00% > Av ≥ 95.00% | 25% |
| | 95.00% > Av | 100% |

3.3 Application for Compensation

- If a client believes that Tencent Cloud fails to meet certain guaranteed service indicator set forth under the service level agreement (SLA), the client shall notify the customer manager in writing / by e-mail within twenty (20) business days following the occurrence of such failure.
- Upon verification and confirmation by Tencent Cloud of such failure to meet the indicator under the SLA, Tencent Cloud shall make corresponding compensation to the client according to the terms of the SLA.
- The coupon of an amount equivalent to the confirmed deductible fee will be accounted to the client during the following billing circle.

4. Miscellaneous

Tencent Cloud shall have the right to amend any provision of this SLA in response to the change of situations in due course, and such amendment will be concurrently published on the official website.

VPN Connection Service Level Agreement

Waktu update terbaru : 2019-07-11 12:11:10

In order to use the Tencent Cloud VPN Connection service (the "Service"), you should read and observe this VPN Connection 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, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of closed beta testing of VPN gateway. 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 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.

1. Terms and Definitions

- 1. Tencent Cloud VPN Connection:** means a network-based tunneling technology provided by Tencent Cloud to you that enables data transfer between customer's local internet data centers and Tencent Cloud resources. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.
- 2. Single VPN Gateway Instance:** means one (1) VPN gateway instance. The Service Availability will be calculated on a Single VPN Gateway Instance basis.
- 3. Service Month(s) of a Single VPN Gateway Instance:** means 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 (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 availability of the Service will be calculated independently for each Service Month.
- 4. Total Time of a Single VPN Gateway Instance within a Service Month:** the total number of days of the Service Month × 24 (hours) × 60 (minutes).

5. **Single VPN Gateway Instance Service Downtime Calculated in Minutes:** If (and only if) all your continuous attempts to connect a specific Single VPN Gateway Instance fail within one (1) minute, it shall be deemed that the Service with respect to such instance is unavailable within such one (1) minute. If the continuous attempts that have failed last less than one (1) minute, such period will not be counted into the Service downtime. The accumulated Service downtime so calculated in minutes of a Single VPN Gateway Instance within a Service Month is the Single VPN Gateway Instance Service Downtime for such Service Month.
6. **Monthly Service Fee:** means the aggregate service fees paid by you for a Single VPN Gateway Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Time of a Single VPN Gateway Instance within a Service Month - Single VPN Gateway Instance Service Downtime Calculated in Minutes) / Total Time of a Single VPN Gateway Instance within a Service Month × 100%

2.2 Service Availability Standard

The Service Availability of the Service will be no less than 99.95%. 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.

Assuming that a Service Month has thirty (30) days, the total available time of a Single VPN Gateway Instance in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43,178.4 minutes; that is, the Service downtime of the instance in such month will be 43,200 – 43,178.4 = 21.6 minutes.

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 portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99.95% > Av ≥ 99% | 10% of the Monthly Service Fee |
| 99% > Av ≥ 95% | 25% of the Monthly Service Fee |
| 95% > Av | 100% 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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
- 4.3 any disconnection with the VPN tunnel due to any of your configuration errors;

- 4.4 any issue arising out of your back-end server anomaly;
- 4.5 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.6 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.7 any failure of you to abide by user guide or suggestions for using Tencent Cloud products;
- 4.8 any delayed or discarded packet resulting from using Service capacity exceeding the capacity limit indicated for the current paid version of the Service;
- 4.9 any Service unavailability or failure of the Service to meet the availability standard 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 relevant laws, regulations, agreements or rules, or any 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 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)

CDN and Communication

CDN and Acceleration

GAAP Service Level Agreement

Waktu update terbaru : 2019-09-23 15:27:11

To use the **Global Application Acceleration Platform service** (the "Service"), you should read and observe this **Global Application Acceleration Platform 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 and 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. **Global Application Acceleration Platform Service provided by Tencent Cloud:** means the service enables users to access the origin server through a high-speed connection with the aid of the nearest node by leveraging Tencent Cloud's high-speed connections, forwarding clusters and intelligent routing technology for global nodes, which helps eliminate the stutters and latency experienced by global users when accessing businesses.

1.2. **Service Unavailable:** When all attempted communications made by you within one minute via accelerated connection fail within the accelerated connection for reasons attributable to Tencent Cloud (i.e., the packet loss rate is 100% within such one minute for such accelerated connection, which data shall be subject to monitoring data of Tencent Cloud), the accelerated connection service during such one minute shall be deemed unavailable.

1.3 **Service Downtime:** The sum of the unavailable minutes of the accelerated connection during a Service Month shall be the service downtime for such Service Month.

1.4. **Service Month(s):** Service Month(s) means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.5. **Monthly Service Fee:** the total Service fee paid by you in one Service Month for the Service.

2. Service Availability

2.1. Calculation of Service Availability

Service Availability = time period of normal connection accessing Service / total time of connection accessing Service

2.2. Standards of Service Availability

The standards of the Service Availability provided by Tencent Cloud in different regions are set forth in the chart below. 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.

| Region | Mainland China | Hong Kong (China), South Korea, and Japan | Singapore, Thailand, and India ^① | North America ^② , Germany, and Russia | Others ^③ |
|--|----------------|---|---|--|---------------------|
| Mainland China | 99.95% | 99.95% | 99.95% | 99.95% | / |
| Hong Kong (China), South Korea, Japan | 99.95% | 99.95% | 99.95% | 99.95% | / |
| Singapore, Thailand, India ^① | 99.95% | 99.95% | 99.95% | 99.95% | / |
| North America ^② , Germany, Russia | 99.95% | 99.95% | 99.95% | 99.95% | / |
| Others ^③ | / | / | / | / | / |

^① India: Mumbai.

^② North America: Canada, Silicon Valley (US West), Virginia (US East).

^③ Others: Taiwan (China), Sydney (Australia), London (UK), San Paulo (Brazil), Dallas (Central United States), Jakarta (Indonesia), and Chennai (Eastern India).

3. Service Compensation

If the Service Availability fails to meet the abovementioned standard for this Service, 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 herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|---------------------------------|
| ≥ 99% and < 99.95% | 10% of the Monthly Service Fee |
| ≥ 95% and < 99% | 25% of the Monthly Service Fee |
| < 95% | 100% 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 failure due to source server's failure of the client;
- 4.2 any error due to a ban on or block of a domain name due to any non-compliant content of a client or otherwise;
- 4.3 any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
- 4.4 any upgrade of the operation system by a client on its own;
- 4.5 any hacker attack targeting the source server of a client;
- 4.6 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
- 4.7 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.8. any force majeure event or accident;
- 4.9. any other reason not attributable to Tencent Cloud;
- 4.10 any of your failure to abide by documentation or suggestions for using Tencent Cloud products;
- 4.11 any failure due to unpaid overdue payment of Tencent Cloud account;
- 4.12 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 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)

CDN Service Level Agreement(New Version)

Waktu update terbaru : 2019-12-31 17:20:55

In order to use the Tencent Cloud Content Delivery Network ("CDN") service (the "Service"), you should read and observe this Content Delivery Network 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

Content Delivery Network (CDN): means the network architecture provided by Tencent Cloud that delivers contents on clients' websites to a huge number of cache nodes worldwide, which enables end users to get access to contents from the closest node, thus improving user experience.

Service Month(s): means 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, the first Service Month will be from March 17 to March 31, and each calendar month thereafter (e.g., from April 1 to April 30) will be a Service Month. The availability of the Service will be calculated independently for each Service Month. **Regional Monthly Service Fee for a Single Accelerated Domain:** will be calculated for each Service Month by allocating the regional monthly service fee pro rata to the actual consumption of the single accelerated domain, which actual consumption shall be calculated based on the regions activated by you.

Aggregate Monthly Service Fee for a Single Accelerated Domain: means the sum of the monthly service fee of such accelerated domain in all Service regions within a Service Month.

Unit Time: For measuring the Service, each 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.

Error Rate within Unit Time: means the percentage of the number of failed requests returned within one Unit Time in relation to a single accelerated domain due to any reason attributable to Tencent Cloud out of the total number of

requests within such Unit Time, in which failed requests refer to requests with return status code 5xx or connection timeout. Error Rate within Unit Time = the number of failed requests within one Unit Time / the total number of requests within such Unit Time. The Error Rate within Unit Time will be calculated independently based on the number of accelerated domains metrics involved in the Service purchased by you.

Service Downtime within a Service Month Calculated in Minutes: When the Error Rate within Unit Time of a single accelerated domain is over 0.05%, it will be deemed that anomaly occurs within such Unit Time; when such anomaly occurs twice in a row, such two Unit Time (i.e. ten minutes) will be counted into Service downtime. Unless such anomaly occurs at least twice in a row, no single Unit Time with anomaly occurring will be counted into Service downtime. Service Downtime within a Service Month Calculated in Minutes will be the sum of such Unit Time counted into Service downtime within the Service Month.

Total Time of a Service Month Calculated in Minutes: the number of days of such Service Month × 24 (hour) × 60 (minute).

2. Service Availability / Service Uptime Metrics

2.1 Calculation of Service Availability / Service Metrics

Service Availability = $1 - (\text{Service Downtime within a Service Month Calculated in Minutes} / \text{Total Time of the Service within a Service Month Calculated in Minutes}) \times 100\%$

The Service Availability will be calculated independently for each accelerated domain involved in the Service you use.

2.2 Standard of Service Availability / Service Metrics

The Service Availability for each accelerated domain involved in the Service will be no less than 99.9%.

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) CDN provides services to multiple domains simultaneously, and compensations will be made only to the domains of which the global Service Availability fails to meet the standard within a Service Month. The amount of compensation will be calculated for each such month independently, and **the aggregate amount shall be no more than the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard** (such monthly service fee shall exclude the portion deducted by a voucher or promotional credit or due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---|
| 99.9% > Av ≥ 99.0% | 10% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard |
| 99.0% > Av ≥ 95.0% | 25% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard |
| 95.0% > Av | 50% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard |

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 request error due to the malfunction of the client's origin server;
- 4.2 any error due to a ban on or block of a domain name for any non-compliant content of a client or otherwise;
- 4.3 any change to configuration of a origin server or DNS of an accelerated domain by a client without prior notice to Tencent Cloud, resulting in the failure of a Tencent Cloud node server to access the client's origin server;
- 4.4 any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of a client;
- 4.5 any upgrade of the operation system by a client on its own;
- 4.6 any hacker attack on a client's website;
- 4.7 any impromptu increase of traffic of a client (increasing by 30% or more of the billed bandwidth in the preceding month) without at least three (3) business days prior written notice to Tencent Cloud;
- 4.8 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.9 any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.10 any event of force majeure or accident;
- 4.11 any other reason not attributable to Tencent Cloud.

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)

ECDN Service Level Agreement

Waktu update terbaru : 2023-04-23 16:10:03

In order to use the Tencent Cloud Enterprise Content Delivery Network Service (the “Service”), you shall read and comply with this Tencent Cloud Enterprise Content Delivery Network 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 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 contracting entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Tencent Cloud Enterprise Content Delivery Network Service

Refers to the Tencent Cloud Enterprise Content Delivery Network, through which Tencent Cloud will publish your static content to massive accelerated nodes in countries around the world, so that users of your website can get the content they need nearby. The Service can allocate dynamic content, schedule the optimal return-to-source paths, ensure fast return speed and improve user access experience. The specific content of the Service is subject to the service you have purchased and the service provided by Tencent Cloud.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service you use after you start the Service. 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.

1.3 Service Region(s)

The Service Regions of the Tencent Cloud Enterprise Content Delivery Network Service are divided into service regions within China and outside of China with different service pricing. The Tencent Cloud will bill you separately for the inbound and outbound Service you have activated.

1.4 Monthly Service Fee

The Monthly Service Fee will be calculated for each Service Month by calculating actual consumption based on the actual billing method of the Service Region activated by you, and calculating the monthly service fee you should pay in the Service Region based on the pricing of the Service Region.

1.5 Daily Service Fee

The Daily Service Fee will be calculated for each service day by calculating actual consumption based on the actual billing method of the Service Region activated by you, and calculating the daily service fee you should pay in the Service Region based on the pricing of the Service Region.

1.6 Aggregate Monthly Service Fee

The Aggregate Monthly Service Fee will be calculated for each Service Month by adding up the Monthly Service Fee of each Service Region you use.

1.7 Monthly Service Fee for a Single Accelerated Domain

The Monthly Service Fee for a Single Accelerated Domain will be calculated for each Service Month by allocating the regional Monthly Service Fee pro rata to the actual consumption of the single accelerated domain, which actual consumption shall be calculated based on the Service Regions activated by you.

1.8 Daily Service Fee for a Single Accelerated Domain

The Daily Service Fee for a Single Accelerated Domain will be calculated for each service day by allocating the regional Daily Service Fee pro rata to the actual consumption of the single accelerated domain, which actual consumption shall be calculated based on the Service Regions activated by you.

1.9 Aggregate Monthly Service Fee for a Single Accelerated Domain

The Aggregate Monthly Service Fee for a Single Accelerated Domain will be calculated for each Service Month by adding up the Monthly Service Fee for a Single Accelerated Domain of each Service Region you use.

1.10 Unit Time

For measuring the Service, each 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.

1.11 Error Rate within Unit Time

Error Rate within Unit Time means the percentage of the number of failed requests returned within one Unit Time in relation to a single accelerated domain due to any reason attributable to Tencent Cloud out of the total number of requests within such Unit Time, in which failed requests refer to requests with return status code 5xx or connection timeout. Error Rate within Unit Time = the number of failed requests within one Unit Time / the total number of requests within such Unit Time. The Error Rate within Unit Time will be calculated independently based on the number of accelerated domains metrics involved in the Service purchased by you.

1.12 Service Downtime within Service Month(s) Calculated in Minutes

The Error Rate within Unit Time for a single accelerated domain greater than 0.05% is considered an abnormality for the Unit Time. If two consecutive Unit Times are abnormal, the 10 minutes is counted as unavailable unit time, and less than two consecutive Unit Times is not counted as Service Downtime. The unavailable unit time in each Service Month is added up to get the Service Downtime within Service Month(s) Calculated in Minutes.

1.13 Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard

The Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard will be calculated for each Service Month by allocating the Aggregate Monthly Service Fee pro rata to the actual consumption of each single accelerated domain, which actual consumption for the Service Region's all domains of which the Service Availability fails to meet the standard shall be calculated based on the actual billing method.

1.14 Total Number of Minutes within Service Month(s)

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

2. Service Availability / Service Uptime Metrics

2.1 Calculation of Service Availability / Service Uptime Metrics

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

Service Availability = 1 - (Service Downtime within a Service Day Calculated in Minutes / Total Time of the Service within a Service Day Calculated in Minutes) × 100%

The Service Availability will be calculated independently for each accelerated domain involved in the Service you use.

2.2 Service Availability / Service Metrics

The Service Availability for each accelerated domain involved in the Service provided by Tencent Cloud should not be less than 99.9%. If the Service fails to meet the Standard (except under circumstances for disclaimer

of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the 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 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) Enterprise Content Delivery Network provides services to multiple domains simultaneously, and compensations will be made only to the domains of which the global Service Availability fails to meet the standard within a Service Month. The amount of compensation will be calculated for each such Service Month independently, and **the aggregate amount shall be no more than the Aggregate Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard** (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

(3) For the domain of which the Service Availability fails to meet the standard, the Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard may be calculated and compensation may be made according to the following list:

| Service Availability in a Service Month | Value of Compensational Voucher |
|--|--|
| Less than 99.9% but is or higher than 99.0%. | 10% of the aggregate Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard. |
| Less than 99.0% | 25% of the aggregate Monthly Service Fee for Domains of which the Service Availability Fails to Meet the Standard. |

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. 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 request error due to the malfunction of the Customer's origin server;
- 4.2 any error due to a ban on or block of a domain name for any non-compliant content of the Customer or otherwise;
- 4.3 any change to configuration of an origin server or DNS of an accelerated domain by the Customer without prior notice to the Tencent Cloud, resulting in the failure of a Tencent Cloud node server to access the Customer 's origin server;
- 4.4 any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of the Customer;
- 4.5 any upgrade of the operation system by the Customer on its own;
- 4.6 any hacker attack on the Customer 's website;
- 4.7 any impromptu increase of traffic of the Customer (increasing by 30% or more of the billed bandwidth in the preceding month) without at least three (3) business days prior written notice to Tencent Cloud;
- 4.8 any system maintenance with prior notice by Tencent Cloud to the Customer, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.9 any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.10 any event of force majeure or accident;
- 4.11 any other reasons not attributable to Tencent Cloud.

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.

Media Services

Media Services

TRTC Service Level Agreement

Waktu update terbaru : 2021-12-24 14:42:34

To use the Tencent Real-Time Communication ("TRTC") service (the "Service"), you should read and observe this Tencent Real-Time Communication 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, indicators of the Service availability, 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 Real-Time Communication (TRTC) Service: the comprehensive real-time audio and video solutions, including without limitation audio communication, video communication, video retouching, relayed live streaming, video recording, and mixing and transcoding, which provide a complete set of functions such as WebRTC support, terminal SDK integration and back-end interface. For details, please refer to the Service purchased by you and the content of the Service provided by Tencent Cloud.

1.2 Service Month: the respective calendar month(s) within the service period for the Service you purchased. For example, if you purchase the Service for a three-month period and the Service is activated on March 17, there are four Service Months (i.e., 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 availability of the Service will be calculated independently for each Service Month.

1.3 Monthly Service Fee: the aggregate service fees for the Service actually you consumed 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 Communication Success Rate: Your request for entering a room is deemed as a request for initiating communication, and once you make such a request, it will be counted as one request. Once you enter a room, it will be deemed that the communication is successful.

Communication Success Rate = (number of successful communications / total number of communication requests) × 100%

1.5 Service Downtime Calculated in Minutes: If the Communication 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 Time within a Service Month Calculated in Minutes: the total number of days within such Service Month × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 -- Service Downtime within a Service Period Calculated in Minutes / Total Time within a Service Period Calculated in Minutes) × 100%

For example, assuming that the Communication Success Rate from 10:00 a.m. to 10:30 a.m. on a certain day in March 2019 is 98% (i.e., the Communication 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 Standard Indicator

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 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 of 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 portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability | Value of Voucher |
|----------------------|--------------------------------|
| ≥ 99.5% and < 99.9% | 10% of the Monthly Service Fee |
| ≥99% and < 99.5% | 20% of the Monthly Service Fee |
| < 99% | 50% of the Monthly Service Fee |

3.2 Time Limit for Compensation Application

(1) If the Service Availability of 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 failure on the part of a user.
- 4.2 Any negligence of a user or any operation authorized by a user.
- 4.3 Any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of a user.
- 4.4 Any hacker attack on a user's website, application or data.
- 4.5 Any failure of a user to observe the documentation or guideline for using the TRTC.
- 4.6 Any impromptu increase of traffic of a user (concurrent volatility over 3,000) without five (5) business days prior written notice to Tencent Cloud.
- 4.7 Any use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud.
- 4.8 Any use by a user of any illegal information relating to pornography, gambling, illegal drugs, political party, politics, military affairs, fraud, etc.
- 4.9 Any significant event or promotion publicly announced by Tencent in advance.
- 4.10 Any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.
- 4.11 Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility.
- 4.12 Any force majeure event or accident.
- 4.13 Any Service unavailability or failure of the Service to meet the 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 relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

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.**
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.
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)

CSS Service Level Agreement

Waktu update terbaru : 2021-12-24 16:17:29

In order to use the Tencent Cloud Cloud Streaming Services ("CSS") service (the "Service"), you should read and observe this Cloud Streaming Services 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 and 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, 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 Cloud Streaming Services (CSS) Service: is the low-latency, high-concurrency, stable and smooth audio and video broadcasting service provided by Tencent Cloud. CSS supports functions including but not limited to real-time transcoding, intelligent porn detection, screenshot and recording, and is subject to the Service you purchase and contents of the Service provided by Tencent Cloud.

1.2 Service Period/Month: A calendar month is counted as a Service Period. When the period concerned is less than one full calendar month, the period from the day on which a user starts to use the Service to the very last day of such month will be counted as one Service Period. For example, if one starts to use the Service on March 19, the first Service Period will be from March 19 to March 31. The availability of the Service is calculated independently for each Service Period.

1.3 Unit of Time: For measuring the Service, each 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.

1.4 Failure Rate of Video Playing within each Unit of Time: the proportion of the number of failed requests of the Service due to reasons attributable to Tencent Cloud within one Unit of Time out of the total number of valid requests within such Unit of Time, i.e., Failure Rate of Video Playing within each Unit of Time = number of failed requests for video loading within one Unit of Time / total number of valid requests within such Unit of Time × 100%. A failed request refers to a valid quest with the return of a 5XX error code or a user request failure due to the unavailability of

any Tencent Cloud Cloud Streaming Services node. A valid request refers to a request received by the server of the Cloud Streaming Services. However, any failure of video playing due to expiration of any anti-leech protection adopted by a user with anti-leech authentication enabled, or block of a domain name caused by any illegal or prohibited live broadcasting content or otherwise, or any anomaly on the push end, will not be deemed a valid request. If the total number of your valid requests within one Unit of Time is less than 250, service availability will not be counted for such Unit of Time. One IP will be deemed as one user, and all repeated failed requests of one IP within the measurement time period will be deemed as one failed request.

1.5 Service Downtime within a Service Period Calculated in Minutes: If the Failure Rate of Video Playing within each Unit of Time of the Cloud Streaming Services service is more than 0.4%, it shall be deemed that the Service is unavailable within such Unit of Time. If such situation lasts for ten (10) minutes or more, such time period shall be counted into the Service downtime. If such situation that lasts less than ten (10) minutes, it will not be counted into the Service downtime. The accumulative total of Service downtime within a Service Period is the Service Downtime within a Service Period Calculated in Minutes.

1.6 Monthly Service Fee for a Service Month: the service fees for CSS under a Tencent Cloud account of a client during one Service Month (including data charges by data volume or by bandwidth, and charges for transcoding, recording, screenshot, porn detection and other value-added services).

1.7 Total Time within a Service Month Calculated in Minutes: the total number of days within such Service Month \times 24 (hours) \times 60 (minutes).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $(1 - \text{Service Downtime within a Service Period Calculated in Minutes} / \text{Total Time within a Service Period Calculated in Minutes}) \times 100\%$

2.2 Service Standard Indicator

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 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 aforementioned 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 CSS 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 of 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 herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

| Service Availability of a Service Month | Value of Compensation Voucher |
|---|--------------------------------|
| ≥ 95% and < 99.9% | 5% of the Monthly Service Fee |
| < 95% | 10% of the Monthly Service Fee |

3.2 Time Limit for Compensation Application

(1) If the Service Availability of a Service Month fails to meet the aforementioned 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 expiration 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 error due to the block of a domain name due to any illegal or prohibited content of a client or otherwise.
- 4.2 any loss or leak of data, pin or password due to improper maintenance or improper confidentiality measures of a client.
- 4.3 any hacker attack on a client's website.
- 4.4 any impact on the availability of the Service due to impromptu increase of traffic of a client (impromptu increase by 200% of daily peak of which the bandwidth is greater than 200Gbps) unless the client has provided a three-business day prior written notice to Tencent Cloud and subscribed a CSS escort service.
- 4.5 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.
- 4.6 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility.
- 4.7 any failure of video playing due to expiration of any anti-leech protection adopted by a client with anti-leech authentication enabled.
- 4.8 any failure of video playing due to block of a domain name caused by any illegal or prohibited content of a client or otherwise.
- 4.9 any failure of video playing due to anomaly on the push end.
- 4.10 any force majeure event or accident.
- 4.11 any other reason not attributable to Tencent Cloud.
- 4.12 any Service unavailability or failure of the Service to meet the availability standard above not attributable to Tencent Cloud.
- 4.13 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 your losses 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 Cloud Streaming Services offer the verification methods, such as using IP, Referer or Authentication Key ("Verification Methods") to verify the legitimacy of the service access request, which you may choose to use at your sole discretion, but the Verification Methods may be circumvented by counterfeit information, and you shall not solely rely on the Verification Methods for your content protection. Tencent

Cloud disclaims liability for any loss of the piracy caused by circumvention of the Verification Methods. It is strongly recommended that you remotely verify the legitimacy of Cloud Streaming Services request if you have higher requirements for the content security.

5.3 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.

5.4 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)

VOD Service Level Agreement

Waktu update terbaru : 2021-12-24 14:42:50

In order to use the Tencent Cloud Video on Demand (“VOD”) service (the “Service”), you should read and observe this Video on Demand 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 Tencent Cloud Video on Demand (VOD) Service: means the one-stop VPaaS service provided by Tencent Cloud to you, which integrates audio and video storage management, audio and video transcoding and audio and video speed-up playing, with the billing mode of pay per storage, transcoding or traffic usage. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Error Rate: Error Rate = (the number of “5xx” errors within unit time + the number of requests made by a user in a regular way that fail to reach the VOD server due to Service malfunction within unit time) / the number of all requests made by a user within unit time.

Note :

5xx: HTTP status code indicating server errors.

1.3 Service Unavailability: If the Error Rate of the Service is higher than 0.05% (exclusive) within one unit time (each five (5) minutes as one calculation time unit), it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for ten (10) minutes or more, such time shall be counted into the Service Downtime, while any such situation that lasts less than ten (10) minutes will not be counted into the Service Downtime.

1.4 Service Downtime: means the aggregate time of Service Unavailability calculated in minutes within a Service Month.

1.5 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.6 Significant Impromptu Increase of Business Scale: The Service is not subject to any storage, transcoding or traffic limitations, and is scalable on a dynamic basis to meet your actual business needs; *provided, however*, that you should notify Tencent Cloud at least 3 business days in advance in writing in case of any significant impromptu increase of business scale, otherwise the availability of the Service may be affected. Tencent Cloud does not make any guarantee to the availability of the Service in case of any significant impromptu increase of business scale that you fail to so notify Tencent Cloud, nor will Tencent Cloud be liable for any impact on the availability of the Service thereof.

Significant Impromptu Increase of Business Scale

- bandwidth: peak requests expected to increase by more than 50Gbps, or peak requests increased by more than 10Gbps with significant concentration in terms of territory and operator.
- storage: the volume of storage expected to increase by more than 100TB.
- transcoding: the output of transcoding expected to increase by more than 100,000 minutes/day.

2. Service Availability/ Service Uptime Metrics

2.1 Calculation of Service Availability

Service Availability = (1 – Service Downtime / total time within a Service Month) × 100%

2.2 Standard of Service Availability/ Service Metrics

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.70%. 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 (Tencent Cloud VOD 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 portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---|
| 99.7% > Av ≥ 99% | 10% of the monthly service fee for the applicable month |
| 99% > Av ≥ 95% | 25% of the monthly service fee for the applicable month |
| 95% > Av | 50% of the monthly service fee for the applicable month |

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 third (3rd) 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) APP ID of the account;
- (2) The duration of Service Downtime and other supporting materials.

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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test.
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.3 any attack on any of your application endpoints or data, or any other mal-operation.
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.
- 4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device.
- 4.6 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.
- 4.7 any malfunction due to block of a domain name caused by your illegal or prohibited content or otherwise.
- 4.8 any decline in the availability of the Service due to your impromptu increase of traffic without prior written notice to Tencent Cloud.
- 4.9 any Service Unavailability or failure of the Service to meet the availability standard 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 relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.
- 4.11 Tencent Cloud only provides VOD Services. Tencent Cloud shall not be liable if the videos provided by you violate any laws and regulations, government policies, or infringe on the rights of any third party.

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, and will announce such amendment via a notice on its website, an email notice or a text message notice. 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, and no additional consent is required from you therefor.

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.

5.4 These Terms are executed in Nanshan District, Shenzhen, Guangdong Province of the People's Republic of China ("**China**"). The formation, effectiveness, performance, interpretation and dispute resolution of these Terms are governed by laws of the mainland China (excluding conflicts of law rules). For the purpose of this Agreement, the laws of China's Hong Kong, Macau, and Taiwan are not applicable.

5.5 Both parties shall first negotiate to resolve any dispute arising from these Terms or the Service. If the parties fail to resolve such dispute through negotiation, either party may submit the dispute to the people's court at the place where this Agreement is executed (i.e., Nanshan District, Shenzhen, Guangdong). (End of Document)

Media Processing MPS Service Level Agreement

Waktu update terbaru : 2020-01-09 16:23:49

Media Processing Service Level Agreement

In order to use the Tencent Cloud Media Processing Service (the “MPS” or “Service”), you should read and observe this Media Processing 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 Tencent Cloud Media Processing Service: means the audio and video transcoding, content identification and video moderation service provided by Tencent Cloud. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Error Rate = (the number of “5xx” errors within unit time + the number of requests made by a user in a regular way that fail to reach the MPS server due to Service malfunction within unit time) / the number of all requests made by a user within unit time.

5xx: HTTP status code indicating server errors.

1.3 Service Unavailability: If the Error Rate of the Service is higher than 0.5% (exclusive) within one unit time (each five (5) minutes as one calculation time unit), it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for ten (10) minutes or more, such time shall be counted into the Service Downtime, while any such situation that lasts less than ten (10) minutes will not be counted into the Service Downtime. The Service Downtime is calculated based on the Error Rate on the server end.

For example, assuming that the number of total requests for MPS made by user A within five (5) minutes is 10,000, during which period there's no Service malfunction and the number of "5xx" errors returned is 100, then the Error Rate would be calculated as follows: $(100 + 0)/10000 = 1\%$, *i.e.*, higher than 0.5%, and such five (5) minutes will be counted towards the Service Downtime.

1.4 Service Downtime: means the aggregate time of Service Unavailability calculated in minutes within a Service Month.

1.5 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.6 Significant Impromptu Increase of Business Scale: The Service is not subject to any transcoding limitation, and is scalable on a dynamic basis to meet your actual business needs; *provided, however*, that you should notify Tencent Cloud at least three (3) business days in advance in writing in case of any significant impromptu increase of business scale, otherwise the availability of the Service may be affected. Tencent Cloud does not make any guarantee to the availability of the Service in case of any significant impromptu increase of business scale that you fail to so notify Tencent Cloud, nor will Tencent Cloud be liable for any impact on the availability of the Service thereof.

Impromptu Increase Metrics:

- transcoding: the output of transcoding expected to increase by more than 100,000 minutes/day.
- video moderation: the volume of video moderation expected to increase by more than 40,000 minutes/day.
- content identification: the volume of content identification expected to increase by more than 40,000 minutes/day.

2. Service Availability/ Service Uptime Metrics

2.1 Calculation of Service Availability

Service Availability = $(1 - \text{Service Downtime} / \text{total time within a Service Month}) \times 100\%$

2.2 Standard of Service Availability/ Service Metrics

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.70%. 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 (Tencent Cloud Media Processing 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 |
|---|---|
| 99.70% > Av ≥ 99% | 10% of the monthly service fee for the applicable month |
| 99% > Av ≥ 95% | 25% of the monthly service fee for the applicable month |
| 95% > Av | 50% of the monthly service fee for the applicable month |

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 third (3rd) 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standards specified hereunder, you may submit the compensation application within the period set forth under this SLA. Your compensation application shall be submitted along with at least the following documents:

- (1) the appid of the account for which the Service is unavailable.
- (2) the duration of the Service Unavailability and other relevant evidence thereof.

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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
- 4.3 any attack on any of your application endpoints or data, or any other mal-operation;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6 any failure of you to abide by user guide or suggestions for using Tencent Cloud products;
- 4.7 any malfunction due to block of a domain name caused by your illegal or prohibited content or otherwise;
- 4.8 any decline in the availability of the Service due to your impromptu increase of traffic without prior written notice to Tencent Cloud;
- 4.9 any Service Unavailability or failure of the Service to meet the availability standard 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 relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately;
- 4.11 Tencent Cloud provides you with the Service only, and shall under no circumstance be liable for any violation of any law, regulation or government policy, or any infringement upon any right or interest of any third party, by any video provided by you.

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, and will announce such amendment via a notice on its website, an email notice or a text message notice. 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, and no additional consent is required from you therefor.

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.

5.4 This Agreement is executed in Nanshan District, Shenzhen, Guangdong Province, the People's Republic of China ("**China**"). The formation, effectiveness, performance, interpretation and dispute resolution of this Agreement shall be governed by law of the China (for the purpose of this Agreement only, excluding China's Hong Kong, Macau and Taiwan), without regard to the conflict of law.

5.5 In case of any dispute or claim between you and Tencent Cloud in connection with this Agreement, it shall first be resolved through friendly negotiation. If such dispute or claim cannot be settled amicably, you agree to submit such dispute or claim to a people's court with competent jurisdiction in the place where this Agreement is executed (*i.e.*, Nanshan District, Shenzhen, Guangdong Province). (End of Document).

Cloud Rendering

CAR Service Level Agreement

Waktu update terbaru : 2022-09-16 16:01:27

In order to use the Tencent Cloud Cloud Application Rendering Service (the “Service”), you shall read and comply with this Tencent Cloud Cloud Application Rendering 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 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 Cloud Application Rendering, CAR

Refers to the real-time rendering of your application, software, platform and any related contents deployed on the Cloud Application Rendering concurrency, where “concurrency” means a collection of a series of virtual computing resources, including CPU, bandwidth, disk, GPU, etc. The real-time rendering operation is completed on the server-side of Cloud Application Rendering concurrency, and Tencent Cloud will encode the rendered results into audio and video streams for transmission to the user's device through the network, and the device transmits the user's operation information to the cloud server and the application for real-time interaction.

1.2 CAR Concurrent Packet(s)

If you purchase n CAR Concurrent Packets, it means the Service will contain n cloud application rendering concurrency. The Service Availability (as defined below) is calculated by CAR Concurrent Packets.

1.3 Total Number of Minutes within Service Month(s)

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

1.4 Service Unavailability

When the Service is in a non-maintenance state, but the access to the Service with any IP address in both directions (outgoing/incoming) by UDP protocol fails, and such downtime lasts for more than one minute, the Service is deemed as unavailable (“Service Unavailability”) within such minute.

1.5 Service Downtime Calculated in Minutes

Service Downtime Calculated in Minutes = the time the Service Unavailability is fixed – the time the Service Unavailability starts.

The service downtime is calculated in minutes. If the service failure is back to normal within one minute, i.e., if the duration of Service Unavailability of the CAR Concurrent Packet does not exceed one minute, such duration is not counted as Service Downtime Calculated in Minutes. If the duration of Service Unavailability is longer than one minute but less than two minutes, Service Downtime Calculated in Minutes in such duration would be one minute. For example, if the service downtime lasts for one minute and one second, the Service Downtime Calculated in Minutes would be one minute.

1.6 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 (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.

1.7 Monthly Service Fee

The Monthly Service Fee refers to the accumulated service fee you pay for the Service within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted with vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

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

2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 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 Section 3 of this Agreement.

Assuming that a month contains 30 days, the Total Number of Minutes within such Service Month is 43,200 minutes (=30 days × 24 hours × 60 minutes), the available time shall be no less than 42,768 minutes (=30 days × 24 hours × 60 minutes × 99%), which means the Service Downtime Calculated in Minutes shall be less than 432 minutes (=43,200 – 42,768).

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 will be made in the form of voucher by Tencent Cloud, and 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 Availability Standard is not met for any Service Month, the amount of compensation will be calculated for each 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 Availability fails to meet the Service Availability Standard (the Monthly Service Fee referred to herein shall exclude 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% but is or higher than 97% 5% of the Monthly Service Fee

Less than 97% but is or higher than 95% 10% of the Monthly Service Fee

Less than 95% 20% 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 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 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. 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 attack on your application program by hackers.

4.2 Any loss or leak of data, passcode or password due to your improper maintenance and improper confidentiality measures.

4.3 Any negligence of you or any operation authorized by you.

4.4 Any network instability of your devices, including but not limited to network jitter, network disconnection, insufficient network signal.

4.5 Any compatibility issues of the applications deployed by you, including but not limited to hardware incompatibility, peripheral incompatibility, operating system incompatibility, GPU incompatibility.

4.6 Any Service Unavailability due to your own operation or maintenance of the applications deployed by you, including but not limited to application updates, maintenance.

4.7 Any Service Unavailability due to your failure to follow the Tencent Cloud product documentation or usage recommendations, including but not limited to the Service Unavailability caused by your refund/destruction operation of the Service in the console and by the usage operation of SDK and API interfaces.

4.8 Any error of the Service due to the applications or software installed by you, or other third-party software or configuration that are not directly operated by Tencent Cloud.

4.9 Any request to stop the service due to your or your applications' violation of laws, regulations, policies and norms, including but not limited to the use of pirated, non-copyrighted, Trojan horse viruses, pornography and other acts.

4.10 Any Service Unavailability due to force majeure including but not limited to natural disasters such as earthquakes, floods, plague epidemics, etc., as well as social events such as war, unrest, government actions, telecommunications backbone line disruptions, hackers, network congestion, technical adjustments in telecommunications departments and government controls.

4.11 Any suspension or termination due to your violation of Tencent Cloud Service Agreement, including the suspension or termination of the Service due to the unpaid or overdue service fees, etc.

4.12 Any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the Tencent Cloud Service Agreement.

4.13 Any Service Unavailability 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 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 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)

Low-Code Development

LCIC Service Level Agreement

Waktu update terbaru : 2023-03-20 17:39:17

In order to use the Tencent Cloud Low-code Interactive Classroom Service (the “Service” or “Lcic”), you shall read and comply with this Tencent Cloud Low-code Interactive Classroom 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 and 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 Low-code Interactive Classroom, Lcic

Low-code Interactive Classroom provided by Tencent Cloud refers to comprehensive interactive classroom solutions, including without limitation real-time audio and video, instant messaging IM, interactive whiteboard, recording and course playback, which provide complete 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 Classroom Entry Success Rate

Once you make a request for entering a classroom, it will be counted as one request. Once you enter a classroom, it will be deemed that the classroom entry is successful.

Classroom Entry Success Rate = (number of successful classroom entries / total number of classroom entry requests) × 100%

1.5 Service Downtime Calculated in Minutes

If the Classroom 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 Classroom 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 Classroom 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%. 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 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 |
| Less than 99.5% but is or higher than 99% | 20% of the Monthly Service Fee |
| Less than 99% | 50% 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 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 Lcic.

4.6 Any impromptu increase of traffic of Customer (the number of users in a single room exceeds 3,000 or the number of new concurrent users exceeds 10,000) 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)

Security

Endpoint Security

CWPP Service Level Agreement

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Cloud Workload Protection Platform Service Level Agreement

In order to use the Tencent Cloud Workload Protection Platform service (the “Service”), you should read and observe this Cloud Workload Protection Platform 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 Tencent Cloud Workload Protection Platform Service: means the product features (both basic edition and professional edition) provided by Cloud Workload Protection Platform. The Service Availability of professional edition is no less than 99% while the basic edition is free to use with no guarantee of Service level. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Service Unavailability: The failure or malfunction of the security function caused by the abnormality of the Cloud Workload Protection Platform Service system (for example, the security feature cannot be used, and the product cannot be started or uninstalled).

1.3 Service Downtime Calculated in Minutes: Service Downtime Calculated in Minutes = the time when the Service Unavailability of the Service is fixed – the time when the Service Unavailability of the Service starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime is one (1) minute and one (1) second, the Service Downtime Calculated in Minutes is two (2) minutes. If the Service Unavailability of the Service

is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted towards the Service Downtime.

1.4 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = ((total time of a Service Month calculated in minutes - Service Downtime Calculated in Minutes within a Service Month) / total time of a Service Month calculated in minutes) × 100%.

2.2 Service Availability Standard

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). **This section only applies to users of the professional edition of Cloud Workload Protection Platform. Users of**

the free basic edition are not entitled to the compensation specified herein, and the calculation of compensation therefor is based on the number of affected devices.

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99% > Av ≥ 90% | 10% of the monthly Service fee |
| 90% > Av ≥ 80% | 25% of the monthly Service fee |
| 80% > Av | 100% 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standards specified herein, you may submit the compensation application within the period set forth in this SLA. Your compensation application shall be submitted along with at least the following documents:

- (1) a detailed incident description report, including the specific date, time, duration and other details relating to Service unavailability;
- (2) other information reasonably requested by Tencent Cloud.

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 the Service is unavailable or fail to meet the Service Availability standard 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 or fail to meet the Service Availability standard due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);

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

4.4 the Service is unavailable or fail to meet the Service Availability standard due to your violation of any Tencent Cloud products' terms;

4.5 the Service is unavailable or fail to meet the Service Availability standard due to your non-payment or delay in payment;

4.6 the Service is unavailable or fail to meet the Service Availability standard due to a severe malfunction of a network operator;

4.7 the Service is unavailable or fail to meet the Service Availability standard due to your non-compliant or illegal use of Tencent Cloud products;

4.8 the Service is unavailable or fail to meet the Service Availability standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);

4.9 the Service is unavailable or fail to meet the Service Availability standard due to any event of force majeure;

4.10 the Service is unavailable or fail to meet the Service Availability standard due to your or your end users' failure to handle the security alerts in a timely manner;

4.11 the Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;

4.12 the Service is unavailable or fail to meet the Service Availability standard due to compatibility issues caused by your or your end users' installation of Cloud Workload Protection Platform agent in a non-Tencent Cloud Standard System;

4.13 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 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).

Business Security

Captcha Service Level Agreement

Waktu update terbaru : 2022-09-27 10:27:12

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. Error Rate = (the number of Failed Requests within one minute / the Total Number of Requests within such minute) × 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

Service Availability = ((the total number of minutes within a Service Month - Service Downtime Calculated in Minutes in such Service Month) / the total number of minutes within a Service Month) × 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 × 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)

Application Security

WAF Service Level Agreement

Waktu update terbaru : 2023-05-11 15:28:31

In order to use the Tencent Cloud Web Application Firewall Service(the “Service” or WAF”), you shall read and comply with this Tencent Cloud Web Application Firewall 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, 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. Meanwhile, the Service involves security protection technology and some functions requires you configuration in accordance with the requirements of the Service. Please make sure to read the service rules of the Service carefully (including but not limited to the product documentation on the official website of Tencent Cloud).

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 Cloud Web Application Firewall, WAF

Tencent Cloud Web Application Firewall refers to the web security protection provided by Tencent Cloud to you (“Customer”) through the Web Application Firewall, including website or App service security visualization analysis, OWASP TOP 10 protection, business BOT protection and website compliance protection, etc. The specific services are subject to the services you have purchased and the services 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 (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 Service Unavailability

The Service is deemed as unavailable (“**Service Unavailability**”) if the following conditions exist within a continuous period of 1 minute or more:

- (1) The service request cannot reach the service server due to WAF’s own reasons; or
- (2) The service server returns 4xx and 5xx status codes due to WAF’s own reasons.

If the Service is unavailable for less than 1 minute (i.e., the duration of service unavailability for a single instance does not exceed 1 minutes), such circumstance shall not be deemed as Service Unavailability. For example, if the Service is continuously unavailable for 59 seconds, such circumstance shall not be deemed as Service Unavailability.

1.4 Service Downtime

Service Downtime = the time Service Unavailability is fixed - the time Service Unavailability starts. The Service Downtime is calculated by minutes, and any time less than 60 seconds is calculated by 1 minute. For example, the Service Unavailability start moment is 14:01:01 on 10 January, the Service Unavailability fixed moment is 15:01:29 on 10 January, the Service Unavailability time is 60 minutes and 28 seconds. 28 seconds is less than 1 minute, and it needs to be calculated by 1 minute, so this Service Downtime is 61 minutes.

1.5 Service Downtime Calculated in Minutes within Service Month(s)

The sum of Service Downtime calculated in minutes in a Service Month is Service Downtime Calculated in Minutes within such Service Month. For example, if the Service is unavailable 3 times in a Service Month and such Service Downtimes last for 10 minutes, 20 minutes and 30 minutes respectively, the Service Downtime Calculated in Minutes within such Service Month would be 60 minutes.

1.6 Total Number of Minutes within Service Month(s)

Total Number of Minutes within Service Month(s) = the total number of days in 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 Service Month(s) / Total Number of Minutes within Service Month(s)) × 100%

2.2 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.95%** (“**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 Section 3 of 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 voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on the official website of Tencent Cloud). Such voucher cannot be converted into cash, and no invoice will be issued in respect thereof. The voucher may only be used to purchase the Service via 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 a Service Month, the amount of compensation shall be calculated for such Service Month in which the Service fails to meet the Service Availability Standard separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for the Service in such Service Month** (the Monthly Service Fee refers to the actual amount you pay in cash, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

| Service Availability in a Service Month | Value of Compensational Voucher |
|--|---------------------------------|
| Less than 99.95% but is or higher than 99% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 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 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. Tencent Cloud will not be held liable to you for the corresponding Service Unavailability and the unavailability of your business (if any, including but not limited to the interruption and inaccessibility of your business):

4.1 The Service is unavailable or fails to meet the Service Availability Standard due to the illegal or fraudulent act of you or your end users or any other act that poses a security threat to the Service provided by Tencent Cloud.

4.2 The Service is unavailable due to the device, software or technology of you or any third party (not directly controlled by Tencent Cloud).

4.3 The Service is unavailable due to your failure to use the products in accordance with the configuration or service rules (including but not limited to [the product documentation on Tencent Cloud's official website](#), etc.) required by Tencent Cloud.

4.4 The Service is unavailable as the instance goes into the sandbox due to the peak value of your instance requests exceeding the quantity ordered by you (e.g., your business or attack traffic increase causes the instance requests peak value to exceed the quantity ordered).

4.5 The Service is unavailable, or your business is unavailable when the VIP address of the WAF changes because you have bound your business to the VIP address of the WAF instance.

4.6 In the circumstance where you authorize Tencent Cloud to create security group policies for the assets of your business source station on Tencent Cloud, the Service is unavailable, or your business is unavailable due to the failure of the distribution of the security group policy created by Tencent Cloud for reasons not attributable to the Tencent Cloud Web Application Firewall (e.g., your security group or source station instance restricts the issuance of policies for the Service, you change the security group policy by yourself, you cancel or skip the service role authorization to Tencent Cloud Web Application Firewall, etc.).

4.7 The Service is unavailable due to your non-payment or delay in payment.

4.8 The Service is unavailable due to serious failure of network operator.

4.9 The Service is unavailable due to various source station issues at your business side (e.g., source station bandwidth running full, source station IP exposure, source station server room failure, source station link network jitter, etc.).

4.10 Any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#).

4.11 The Service is unavailable due to any event of force majeure.

4.12 The Service is unavailable due to any reason not attributable to Tencent Cloud.

4.13 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 rules or guidelines published by Tencent Cloud separately.

5. Special Covenants

5.1 For SaaS-type Web Application Firewall, you should avoid binding your business to the VIP address of the WAF instance as the VIP address of the WAF may change. Otherwise, when the VIP address of the WAF changes, the Service will be unavailable, and your business connected to the WAF cannot be accessed normally.

5.2 For SaaS-type Web Application Firewall, as the back-to-origin EIP address of the WAF may change, you should adjust the security group policy configuration and release the changed back-to-origin EIP address segment of the WAF in time. Otherwise, when the back-to-origin EIP address of the WAF changes, the Service will be unavailable, and your business connected to the WAF cannot be accessed normally.

5.3 Tencent Cloud provides the Customers of SaaS-based Web Application Firewall with the function of automatically releasing the back-to-origin address of the WAF. You may authorize Tencent Cloud to release the back-to-origin EIP address segment of the WAF for the assets of your business source station on Tencent Cloud when the back-to-origin EIP address of the WAF changes, and Tencent Cloud will create a security group policy for the assets of your business source station on Tencent Cloud according to your authorization by calling the authorized interface. However, please note that the security group policies issued by Tencent Cloud are only limited to the back-to-origin EIP address segment after the change of the WAF, and other security group policies still need to be configured and adjusted by you, and you need to ensure that your security group and instance have no restriction on the security group policies issued by Tencent Cloud, otherwise the issuance of the related security group policies may fail.

6. Miscellaneous

6.1 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.

6.2 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.

6.3 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)

CFW Service Level Agreement

Waktu update terbaru : 2022-12-06 16:27:42

In order to use the Tencent Cloud Cloud Firewall Service(the “Service” or “CFW”), you shall read and comply with this Tencent Cloud Cloud Firewall 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/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 Cloud Firewall Service, CFW

Cloud Firewall Service refers to the cloud firewall and related technical support services as shown on the official website of Tencent Cloud, subject to the specific services purchased by you and the services 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 (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.

2. Service Availability

2.1 Calculation of Service Availability

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

2.2 Additional Definitions

Total Number of Minutes within Service Month(s) refer to the total cumulative minutes of the Service you purchase in a Service Month.

Service Downtime Calculated in Minutes within Service Month(s) refers to the minutes in which the Service is unavailable in a Service Month. If all attempts to connect to the Service fail in a certain minute, the Service would be deemed as unavailable in such minute.

2.3 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.5%** (“**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 Section 3 of 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 voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on the official website of Tencent Cloud). Such voucher cannot be converted into cash, and no invoice will be issued in respect thereof. The voucher may only be used to purchase the Service via 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 a Service Month, the amount of compensation shall be calculated for such Service Month in which the Service fails to meet the Service Availability Standard separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for the Service in such Service Month** (the Monthly Service Fee in this paragraph shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
| Less than 99.5% but is or higher than 99% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
| Less than 95% | 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 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) A detailed report describing the scanning process.
- (2) The specified date, time, duration and other details on the service unavailability, and related screenshots.
- (2) Other information Tencent Cloud reasonably requires you to provide.

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 or fails to meet the Service Availability Standard 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 or fails to meet the Service Availability Standard due to the device, software or technology of you or any third party (not directly controlled by Tencent Cloud).

4.3 The Service is unavailable or fails to meet the Service Availability Standard due to your failure to use the products in accordance with the specification required by Tencent Cloud.

4.4 The Service is unavailable or fails to meet the Service Availability Standard due to your violation of any Tencent Cloud product policy or documentation.

4.5 The Service is unavailable or fails to meet the Service Availability Standard due to your non-payment or delay in payment.

4.6 The Service is unavailable or fails to meet the Service Availability Standard due to serious failure of network operator.

4.7 The Service is unavailable or fails to meet the Service Availability Standard due to your failure to use Tencent Cloud products in accordance with applicable regulations or your illegal use of Tencent Cloud products.

4.8 The Service is unavailable or fails to meet the Service Availability Standard due to any event of force majeure.

4.9 The Service is unavailable or fails to meet the Service Availability Standard 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 rules or guidelines published by Tencent Cloud separately.

4.11 The Service shall be used for the normal commerce, scientific research and other businesses in compliance with the applicable laws and regulations, and shall not be used for any illegal businesses, otherwise Tencent has the right to stop providing the Service to you.

4.12 You shall read the guidelines and instructions of the Service carefully, make your own judgement about whether the functions of the Service and related services are suitable for your business, and operate in accordance with the relevant guidelines. You shall be responsible for any losses caused by the strategy failure due to your incorrect operation, so please take the risk and operate carefully.

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)

Data Security

DSC Service Level Agreement

Waktu update terbaru : 2022-02-25 15:11:16

In order to use the Tencent Cloud Data Security Center Service (the “Service”), you shall read and comply with this Tencent Cloud Data Security Center 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, compensation plan and disclaimer 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 Tencent Cloud Data Security Center Service

Refers to sensitive data identification, classification and hierarchization, risk detection and other services provided by Tencent Cloud by connecting to your (the “Client”) data assets. The specific content of the services shall be subject to the Service you purchase, and the contents actually 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 (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 Total Number of Minutes within Service Month

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

1.4 Service Unavailability

Service Unavailability refers to the unavailability of the Service, which includes the following two types:

(1) Unavailability of management function: means that you cannot operate the relevant functional configuration items in the interface by the steps described in the operation guide, despite normal login of the service console within the scope of authorization.

(2) Unavailability of classification and hierarchization function: means that you cannot perform the operations such as data identification, classification and hierarchization to process the supportable data assets as committed in the operation guide through the Service, even though you make correct configuration in full compliance with the operation guide.

1.5 Service Downtime

Service Downtime = the time when the Service Unavailability is fixed – the time when the Service Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the time when the Service Unavailability starts is January 10 at 14:01:01, and the time when the Service Unavailability is fixed is January 10 at 15:01:29, the Service Downtime will be sixty (60) minutes and twenty-eight (28) seconds. Since twenty-eight (28) seconds is less than one (1) minute, it will be rounded up to one (1) minute, so the Service Downtime will be sixty-one (61) minutes.

1.6 Service Downtime within Service Month(s) Calculated in Minutes

Service Downtime within Service Month(s) Calculated in Minutes refers to the total number of minutes of the Service Downtime within Service Month(s). For example, if the Service Unavailability takes places three times within Service Month(s), and the Service Downtime is 10 minutes, 20 minutes, and 30 minutes respectively, the Service Downtime within Service Month(s) Calculated in Minutes will be sixty (60) minutes.

2. Service Availability

2.1 Calculation of the Service Availability

Service Availability = $\{(\text{Total number of minutes within Service Month(s)} - \text{Service Downtime within Service Month(s) Calculated in Minutes}) / \text{Total number of minutes within Service Month(s)}\} \times 100\%$.

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud should not be less than **99.9%**. If the Service fails to meet the Standard (except under circumstances for disclaimer of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the 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 (not cash) ****by Tencent Cloud, and 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 Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month separately, 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 be the cash you have actually paid, excluding 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 99.0% | 10% of the Monthly Service Fee |
| Less than 99.0% but is or higher than 98.0% | 20% of the Monthly Service Fee |
| Less than 98.0% | 50% 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.**

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) a detailed description of the incident;
- (2) the specific date, time, duration and other details related to the Service Unavailability;
- (3) the database and resources node IP, open port, database table name and other information related to the Service;
- (4) other information Tencent Cloud reasonably requires you to provide.

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 (not directly controlled by Tencent Cloud);**
- 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 products' terms;**
- 4.5 the Service is unavailable due to your non-payment or delay in payment;**
- 4.6 the Service is unavailable due to a severe malfunction of a network operator;**
- 4.7 the Service is unavailable due to your non-compliant or illegal use of Tencent Cloud products;**
- 4.8 the Service is unavailable due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);**
- 4.9 the Service is unavailable due to any event of force majeure;**
- 4.10 the Service is unavailable due to the number of databases exceeding the service specification of the Data Security Center product you purchase;**
- 4.11 the Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;**
- 4.12 any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);**
- 4.13 any other circumstances in which Tencent Cloud will be exempted or disclaimed 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.

You understand and agree that the functions of the Service including sensitive data identification, classification and hierarchization and risk detection, only provide you with the relevant mode identifications or detection results (the “Analysis Results”) related to the request you submit, and you should analyze and judge whether the Analysis Results are in compliance with the data you submit. Tencent Cloud does not promise the authenticity, accuracy and applicability of the Analysis Results. The Analysis Results provided by the Service do not constitute any explicit or implicit opinions or promises of Tencent Cloud to any entity, and do not stand for affirmative or negative position of Tencent Cloud. Tencent Cloud shall not be liable for any losses caused by your use or reference to the content or information of the Analysis Results.

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. If you have used the Service for more than 12 months, the maximum liabilities for compensation of Tencent Cloud shall not exceed the total amount of Service Fees that you have paid to Tencent Cloud for the Service in the 12 months prior to the occurrence of the damage (for the avoidance of doubt, the Service Fees refer to the cash you have actually paid for the Service, excluding vouchers and the fees you have prepaid but not actually consumed).

5.2 You agree and acknowledge that, the data you store or upload to the Service, or use the Service to identify, analyze or process by any other means is the data you collect, obtain or produce legally, and you have the full authorization of the relevant information owners and promise to be entitled to process the data through the Service.

5.3 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.

5.4 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)

KMS Service Level Agreement

Waktu update terbaru : 2021-12-21 15:47:48

In order to use the Tencent Cloud Key Management Service (the "KMS" or the "Service"), you should read and observe this Key Management 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 Key Management Service (KMS): means a key service protecting the security of data and keys, by which a higher level of security of your information (including data and keys) will be ensured. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

1.2 Failed Request: means a request with a returned error code "InternalError", excluding those in any circumstance as provided for in the release of liabilities provisions below.

1.3 Valid Request: means a request received by KMS server, excluding those in any circumstance as provided for in the release of liabilities provisions below.

1.4 Error Rate Per Five Minutes: Error Rate Per Five Minutes = the number of Failed Requests per five minutes / the total number of Valid Requests per five minutes × 100%

1.5 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.6 Monthly Service Fee: means KMS Service fees under your Tencent Cloud account within a Service Month.

2. Service Availability

2.1 Calculation of Service Uptime Rate

Service Availability = $1 - (\text{the sum of the Error Rate Per Five Minutes within a Service Month} / \text{the total number of five-minute measurement units within a Service Month}) \times 100\%$

2.2 Standard of Service Metrics

The Service Availability of the Service will be no less than 99.90%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned guaranteed 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 is less than 99.90%, 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 the user for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit or any other non-cash portion).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| $99.90\% > Av \geq 99\%$ | 10% of the Monthly Service Fee |
| $99\% > Av \geq 95\%$ | 25% of the Monthly Service Fee |
| $95\% > Av$ | 100% 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 scheduled downtime due to any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade and malfunction simulation test.

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

4.3 any Service unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party supplier.

4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.5 any mal-operation due to your negligence, or any operation authorized by you.

4.6 any failure of a user to abide by user guide or suggestions for using Tencent Cloud products, including without limitation:

(1) loss of the key to an account password and envelope encryption, resulting in the decryption failure of underlying data.

(2) failure to clear cache in a timely manner for envelope encryption, resulting in the leak of the plaintext of the key.

(3) deletion of CMK by mal-operation, resulting in the decryption failure of underlying data.

(4) other incorrect operation, resulting in the leak of data or decryption failure.

4.7 any request made by a user who has not yet activated the Service or has any unpaid overdue payment.

4.8 any event of force majeure.

4.9 any Service unavailability or failure of the Service to meet the availability standard 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 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 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)

SSM Service Level Agreement

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Secrets Manager Service Level Agreement

In order to use the Tencent Cloud Secrets Manager Service (the “Service”), you shall read and comply with this Secrets Manager 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 Failed Request

Refers to a request returned with an “InternalError” error code after such request is sent by you during the use of the Service (excluding circumstances covered by provisions of release of liabilities).

1.2 Valid Request

A request received by the server end of the Secrets Manager is deemed as a Valid Request (excluding circumstances covered by provisions of release of liabilities).

1.3 Error Rate Per 5 Minutes

The Error Rate Per 5 Minutes is calculated on the basis of consecutive 5-minute periods. Error Rate Per 5 Minutes = Failed Requests per 5 minutes / Total Valid Requests per 5 minutes x 100%

1.4 Total Number of 5-Minute Periods in A Service Period

The Total Number of 5-Minute Periods in A Service Period = 12 * 24 * Number of Days in that Service Period.

1.5 Service Month(s)

Service Month(s) means 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 (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.

2. Service Availability/Service Success Rate

2.1 Calculation of Service Availability/Service Success Rate

Service Availability = (1 - The Sum of Error Rate Per 5 Minutes in a Service Month / Total Number of 5-Minute Periods in a Service Month) × 100%

2.2 Service Availability/Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.90%. The customer is entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability of the Secret Manager Service fails to meet the aforementioned standard, other than in any circumstance as provided in the Release of Liabilities provisions.

2.3 Examples

(1) Presume that the user accesses the Service and sends a total number of 1,000,000 requests in a 5-minute period, during which there is no node failure, and there are 1,000 responses with an “InternalError” error code, then the Error Rate = (1,000 + 0) / 1,000,000 = 0.1%.

(2) Total Number of 5-Minute Periods in A Service Period = 12 × 24 × 30 = 8640 (periods).

(3) If the Service Availability calculated with the aforementioned formula is less than 99.90%, the Service of that month under the SLA is deemed as failed to meet the Standard.

3. Compensation Plan

In respect of the Service, if the Service Availability is less than 99.90%, 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 (and not cash)** by Tencent Cloud. 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 non-cash fee deducted by a voucher, a promotional coupon, or otherwise).

| Service Availability in a Service Month | Value of Compensational Voucher |
|--|---------------------------------|
| Less than 99.90% but is or higher than 99% | 10% of the Monthly Service Fee |

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 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 abovementioned 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.**

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) a detailed description of the incident, which shall include the specified date, time, and duration when the Service was unavailable and other details on the Service unavailability.
- (2) other information Tencent Cloud reasonably requires you to provide.

4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding duration of Service unavailability shall not be considered when calculating the Service unavailability period, shall not be eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:

- 4.1 any system maintenance with prior notice by Tencent Cloud, e.g., system cutover, maintenance, upgrade, malfunction simulation test, and other planned downtime;
- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;

4.3 any unavailability caused by a third-party other than Tencent Cloud, e.g., any availability caused by an attack by hackers or the negligence of a third-party supplier of yours;

4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;

4.5 any incorrect operation resulted from your negligence or operation you have authorized;

4.6 any failure of you to abide by documentation or instructions for using Tencent Cloud products;

4.7 any request sent by the user who has not subscribed to the Service or has overdue service fees;

4.8 any force majeure;

4.9 any unavailability of the Service or failure to meet the Service Availability standard 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 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)

Security Services

PTS Service Level Agreement

Waktu update terbaru : 2022-04-07 10:02:18

Penetration Test Service Level Agreement

In order to use the Penetration Test Service (the “Service”), you shall read and comply with this Penetration Test 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, compensation plan and disclaimer 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 Penetration Test

Refers to a black-box security test method for binary programs on WEB, applets, mobile APP and PC platform, and their back-end servers and associated resources, which conducts security test on the target applications by the means of platforms, tools and human services to discover potential security risks and vulnerabilities.

1.2 Penetration Test Service

Penetration Test Service provided by the Tencent Cloud refers to the penetration test service provided by the Tencent Cloud. You may choose the corresponding service according to your needs. The specific content of the Service is subject to the service you have purchased and the service provided by Tencent Cloud.

1.3 Validity Period of the Service

Validity Period of the Service refers to the validity period of the Service agreed in the contract (for customers who initiate online orders, the formal contract is signed after the needs of both parties have been confirmed).

1.4 Validity Timeout of the Service

Validity Timeout of the Service means that the Service fails to be completed within the time agreed in the contract.

1.5 Service Response Time

Service Response Time refers to the interval between the time you initiate a specified service request by phone or WeChat, and the time the Penetration Test Service team provides you with the expert service implementation plan and schedule by phone or WeChat.

The formula is: Service Response Time = the time the service team responds – the time the user initiates demand

1.6 Service Response Timeout

Service Response Timeout means that the response is not made within the Service Response Time of the specified service.

1.7 Service Availability

Service Availability means that the Service Response Time should meet the Service Response Standard during the Validity Period of the Service.

2. Service Availability

2.1 Service Response Standard

| Content of the Service | Service Response Time |
|--------------------------|---|
| Penetration Test Service | Respond within 8 hours (10:00 - 12:00, 14:00 - 17:00 during legal working days)The test report shall be submitted within 5 working days after the Service is completed. |

If the above Service Response Standard is not met (except the cases in the Disclaimer of Liabilities clause), you may be compensated in accordance with Section 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Standard, you will be entitled to compensations in accordance with the following clauses:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and 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 Availability fails to meet the standard under this agreement, or the Validity Timeout of the Service or Service Response Timeout occurs, the compensation shall be made on a pro rata basis (the Service Fee referred to

herein shall be the cash you have actually paid, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

| Service Availability | Value of Compensational Voucher |
|---------------------------------|---------------------------------|
| Validity Timeout of the Service | 10% of the Service Fee |
| Service Response Timeout | 30% of the 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA. If necessary, Tencent Cloud may require you to provide the following relevant information:

- (1) a detailed description of the incident, including the specific date, time, duration and other details related to the Service Unavailability;
- (2) other information Tencent Cloud reasonably requires you to provide.

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 Response Timeout caused by system maintenance after Tencent Cloud's advance notice to you, including but not limited to cutover, repair, upgrade and simulated failure drills.

4.2 Your service application lacks relevant key information, including your primary contact information such as phone number, email address and address.

4.3 The service timeout occurs for the reason that the engineer fails to contact you within the valid time due to your fault after your service request is initiated.

4.4 The Service Response Timeout caused by your failure to follow the service process of Tencent Cloud products.

4.5 You understand that Tencent Cloud cannot guarantee that the Services it provides are flawless (for example, Tencent Cloud security products cannot guarantee the absolute security of your hardware or software), but Tencent Cloud promises to continuously improve service quality and service level. Therefore, you agree that even if there are defects in the service provided by Tencent Cloud, the abovementioned defects are unavoidable due to the technical level of the industry at that time and will not be regarded as a breach of contract by Tencent Cloud. You agree to cooperate with Tencent Cloud to solve the abovementioned defects.

4.6 You understand and agree that, due to the complexity of computer systems and the special nature of the Internet, the risk of system downtime, business interruption and data loss may occur in the course of providing Penetration Test Service, and you clearly know and accept the risk and should be prepared in advance. Tencent Cloud is not responsible for the consequences and losses of system downtime, business interruption and data loss arising from Penetration Test Service.

4.7 The Service is unavailable or fails to meet the standard 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.

4.8 The Service is unavailable or fails to meet the standard due to your failure to use the products in accordance with the specification required by Tencent Cloud, or your failure to use Tencent Cloud products in accordance with regulations or in violation of the law.

4.9 The Service is unavailable or fails to meet the standard due to your non-payment or delay in payment.

4.10 The Service is unavailable or fails to meet the standard due to a severe malfunction of a network operator.

4.11 The Service is unavailable or fails to meet the standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles).

4.12 The Service is unavailable or fails to meet the standard due to any event of force majeure.

4.13 The Service is unavailable or fails to meet the standard for the reason that a vulnerability fix plan has been provided in the Service, but the vulnerability is not addressed by you or your end user in a timely manner.

4.14 The Service is unavailable or fails to meet the service standard due to your or your end-user's irregularities or misconduct when handling the event.

4.15 If the service request fails, the service is suspended or terminated due to your violation of the [Tencent Cloud Service Agreement](#), the service terms and usage rules of the Service, the terms of Tencent Cloud products, etc.

4.16 Any other circumstances in which Tencent Cloud will be exempted or disclaimed 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.

4.17 The Service is unavailable or fail to meet the service standard due to any reason not attributable to Tencent Cloud.

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. If you have used the Service for more than 12 months, the maximum liabilities for compensation of Tencent Cloud shall not exceed the total amount of Service Fees that you have paid to Tencent Cloud for the Service in the 12 months prior to the occurrence of the damage (for the avoidance of doubt, the Service Fees refer to the cash you have actually paid for the Service, excluding vouchers and the fees you have prepaid but not actually consumed).

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)

Network Security

Anti-DDoS Pro Service Level Agreement

Waktu update terbaru : 2021-12-24 14:41:20

In order to use the Anti-DDoS Pro service (the "Service"), you should read and observe this Anti-DDoS Pro 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 Anti-DDoS Pro Service means the anti-DDoS service provided by Tencent Cloud for the anti-DDoS instance you purchased. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud.

1.2 **Service Unavailable:** The packet loss rate is higher than 20% or TCP connection success rate is less than 30% due to Anti-DDoS Pro Service. This does not refer to the availability of the entire service chain. For example, issues such as maxed out bandwidth or server malfunction do not apply.

1.3 **Service Downtime:** The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered one measurement point for Anti-DDoS Pro service. The sum of the measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

1.4 **Service Month(s):** Service Month(s) means 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 (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 availability of the Service will be calculated independently for each Service Month.

2. Service Availability/ Service Uptime Metrics

2.1 Calculation of Service Availability/Service Uptime Metrics

Service Availability = ((total time of a Service Month calculated in minutes - Service Downtime calculated in minutes within a Service Month) / total time of a Service Month calculated in minutes) × 100%

2.2 Service Availability/ Standard Indicator

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 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 herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|---------------------------------|
| ≥ 99% and < 99.9% | 10% of the monthly service fee |
| ≥ 95% and < 99% | 25% of the monthly service fee |
| < 95% | 100% 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.

3.3 Compensation Application Materials

If you believe that the Service fails to meet the Standards of Service Availability, you may submit the compensation application within the period set forth in this SLA. Your compensation application shall be submitted along with the following documents:

- (1) a detailed incident description report;
- (2) specific date, time, duration and other details relating to Service unavailability, cleaning time or portion of normal traffic;
- (3) if your compensation application is based on abnormal portion of normal traffic, the capture document evidencing the existence and amount of abnormal traffic lasting for at least one hour shall be provided;
- (4) other information reasonably requested by Tencent Cloud.

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 the Service is unavailable or fail to meet the Service Availability standard 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 or fail to meet the Service Availability standard due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);
- 4.3 the Service is unavailable or fail to meet the Service Availability standard due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- 4.4 the Service is unavailable or fail to meet the Service Availability standard due to your violation of any Tencent Cloud products' terms;

- 4.5 the Service is unavailable or fail to meet the Service Availability standard due to your non-payment or delayed payment;
- 4.6 the Service is unavailable or fail to meet the Service Availability standard due to a severe malfunction of a network operator;
- 4.7 the Service is unavailable or fail to meet the Service Availability standard due to your non-compliant or illegal use of Tencent Cloud products;
- 4.8 the Service is unavailable or fail to meet the Service Availability standard due to various source server problems at the backend of the Anti-DDoS Pro Service, such as fully-occupied bandwidth, IP exposure, machine room malfunction, and chain network jitter of the source server;
- 4.9 the Service is unavailable or fail to meet the Service Availability standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);
- 4.10 the Service is unavailable or fail to meet the Service Availability standard due to any event of force majeure;
- 4.11 the Service is unavailable or fail to meet the Service Availability standard due to traffic attacks that exceed the service specification of the Anti-DDoS Pro Service you purchased, resulting in IP being routed into a black hole;
- 4.12 the Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.13 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 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)

ANTI-DDOS Service Level Agreement

Waktu update terbaru : 2021-12-24 14:41:33

To use the Anti-DDoS Advanced service (the "Service"), you should read and observe this Anti-DDoS Advanced 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 and 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 Anti-DDoS Advanced Service means the anti-DDoS service provided by Tencent Cloud for the anti-DDoS instance you purchased. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud.

1.2 **Service Unavailable**: The packet loss rate is higher than 20% or TCP connection success rate is less than 30% due to Anti-DDoS Advanced Service per se, which does not refer to the availability of the whole chain (such as client's source server's fully-occupied bandwidth or machine room failure).

1.3 **Service Downtime**: The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered as one measurement point for Anti-DDoS Advanced service. The sum of the measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

1.4 **Service Month(s)**: Service Month(s) means 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 (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 availability of the Service will be calculated independently for each Service Month.

2. Service Availability/ Service Success Rate

2.1 Calculation of Service Availability/Service Success Rate

Service Availability = ((total time of a Service Month calculated in minutes - Service Downtime calculated in minutes within a Service Month) / total time of a Service Month calculated in minutes) × 100%

2.2 Service Availability/ Standard Indicator

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 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

- 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.
- 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 herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|---------------------------------|
| ≥ 99% and < 99.9% | 10% of the monthly service fee |
| ≥ 95% and < 99% | 25% of the monthly service fee |
| < 95% | 100% 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.

3.3 Compensation Application Materials

If you believe that the Service fails to meet the Standards of Service Availability, you may submit the compensation application within the period set forth in this SLA. Your compensation application shall be submitted along with the following documents:

- 1) A detailed incident description report;
- 2) Specific date, time, duration and other details relating to Service unavailability, cleaning time or portion of normal traffic;
- 3) If your compensation application is based on abnormal portion of normal traffic, the capture document evidencing the existence and amount of abnormal traffic lasting for at least one hour shall be provided;
- 4) Other information reasonably requested by Tencent Cloud.

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 The Service is unavailable or fail to meet the Service Availability standard 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 or fail to meet the Service Availability standard due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);
- 4.3 The Service is unavailable or fail to meet the Service Availability standard due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- 4.4 The Service is unavailable or fail to meet the Service Availability standard due to your violation of any Tencent Cloud products' terms;
- 4.5 The Service is unavailable or fail to meet the Service Availability standard due to your non-payment or delayed payment;
- 4.6 The Service is unavailable or fail to meet the Service Availability standard due to a severe failure by a network operator;
- 4.7 The Service is unavailable or fail to meet the Service Availability standard due to your non-compliant or illegal use of Tencent Cloud products;
- 4.8 The Service is unavailable or fail to meet the Service Availability standard due to various source server problems at the backend of the Anti-DDoS Advanced Service, such as fully-occupied bandwidth, IP exposure, machine room failure, and chain network jitter of the source server
- 4.9 The Service is unavailable or fail to meet the Service Availability standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);
- 4.10 The Service is unavailable or fail to meet the Service Availability standard due to any event of force majeure;
- 4.11 The Service is unavailable or fail to meet the Service Availability standard due to traffic attacks that exceed the service specification of the Anti-DDoS Advanced Service you purchased, resulting in IP being routed into a black hole;
- 4.12 The Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.13 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 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)

EdgeOne Service Level Agreement

Waktu update terbaru : 2023-07-10 17:31:52

In order to use the Tencent Cloud EdgeOne Service (the “Service”), you shall read and comply with this Tencent Cloud EdgeOne 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 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 Tencent Cloud EdgeOne

Tencent Cloud EdgeOne Service refers to the acceleration and security services for the content and network services based on the edge computing nodes of Tencent Cloud. The SLA described herein applies to the data and request services of a single product (instance) only.

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 (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 Service Region(s)

The Service Region(s) in which the Tencent Cloud EdgeOne Service is available shall be subject to the information on the Tencent Cloud official website.

1.4 Monthly Service Fee

The Monthly Service Fee refers to the accumulated service fee for the services you use within a Service Month.

1.5 Time Unit

The usage statistics of the Service takes 5 minutes as a time 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 Service Downtime within Service Month(s) Calculated in Minutes

Any Time Unit of the Service shall be considered as abnormal if the error rate within such Time Unit in the following situations (error rate within one Time Unit = the number of failed requests within such Time Unit / the total number of requests within such Time Unit) is more than 0.1%:

- (1) The business request of a zone proxy fails to reach the business server due to reasons solely attributable to the Tencent Cloud EdgeOne;
- (2) The business server of a zone proxy returns 4xx and 5xx status codes due to reasons solely attributable to the Tencent Cloud EdgeOne;
- (3) The packet loss rate by the Layer 4 proxy is higher than 20% or the success rate of TCP connections is lower than 30% due to reasons solely attributable to the Tencent Cloud EdgeOne.

The Service Availability is only applicable to the Tencent Cloud EdgeOne Service and does not apply to abnormalities caused by related services other than the Service (including, without limitation, full bandwidth or server room failure of the Customer's source station). If two consecutive Time Units are deemed to be abnormal, the 10 minutes is counted as unavailable unit time; and the abnormal time less than two consecutive Time Units is not counted as Service Downtime. The unavailable unit time in each Service Month is added up to get the Service Downtime within Service Month(s) Calculated in Minutes.

1.7 Total Number of Minutes within Service Month(s)

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

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = ((Total Time of the Service within a Service Month Calculated in Minutes - Service Downtime within a Service Month Calculated in Minutes) / Total Time of the Service within a Service Month Calculated in Minutes) × 100%. The Service Availability will be calculated separately for each security and acceleration zone (instances) involved in the Service you use.

2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 99.9% ("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 Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability for a single instance of 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 will be made **in the form of voucher** by Tencent Cloud, and 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 Availability Standard is not met for any Service Month, the amount of compensation will be calculated for each such Service Month independently, and **the aggregate amount shall be no more than the aggregate Monthly Service Fee for the Service Month in which the Service Availability fails to meet the Service Availability Standard** (the Monthly Service Fee referred to herein shall be the cash amount you have actually paid, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.). Standards of Compensation are as follows.

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
| Less than 99.9% but is or higher than 99.0% | 10% of the Monthly Service Fee |
| Less than 99.0% but is or higher than 95.0% | 25% of the Monthly Service Fee |
| Less than 95.0% | 50% 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 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 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. 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:

- Any service unavailability 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;
- Any service unavailability due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);
- Any service unavailability due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- Any service unavailability due to your non-payment or delay in payment;
- Any service unavailability due to a severe malfunction of a network operator;
- Any request error due to the malfunction of the Customer's source station;
- Any error due to a ban on or block of a domain name for any non-compliant content of the Customer or otherwise;
- Any change to configuration of an source station or DNS of an accelerated domain by the Customer without prior notice to the Tencent Cloud, resulting in the failure of a Tencent Cloud node server to access the Customer 's source station;
- Any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of the Customer;
- Any upgrade of the operation system by the Customer on its own;
- Any impromptu increase of traffic of the Customer (increasing by 30% or more of the billed bandwidth in the preceding month) without at least three (3) business days prior written notice to Tencent Cloud;
- Any service unavailability due to various source station issues at your business end (e.g., source station bandwidth running full, source station IP exposure, source station server room failure, source station link network jitter, etc.);

- Any system maintenance with prior notice by Tencent Cloud to the Customer, including system cutover, maintenance, upgrade and malfunction simulation test; or any service unavailability due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);
- Any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);
- Any service unavailability due to any event of force majeure;
- Any service unavailability due to any reason not attributable to Tencent Cloud;
- 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 relevant rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

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 compensation amount payable by 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 maximum liability of Tencent Cloud for damages shall not exceed the fees you have paid to Tencent Cloud for the Service in the 12 months immediately preceding the date that event giving rise to the liability first occurred (for the avoidance of doubt, the fees refer to the cash that you have actually paid for your use of the Service, excluding vouchers and fees prepaid but not actually consumed).

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.

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.

The Service purchased by you shall be used only for your own business. If you operate without any applicable license or provide the Service to a third party by means of resale, sublease or otherwise, you shall be solely responsible for

the liabilities arising therefrom. If Tencent Cloud suffers from any losses as a result thereof, you shall indemnify and hold Tencent Cloud harmless from such losses arising therefrom. (End)

Big Data

Data Analysis

EMR Service Level Agreement

Waktu update terbaru : 2020-05-25 10:10:43

In order to use the Tencent Cloud Elastic MapReduce ("EMR") service (the "Service"), you should read and observe this Elastic MapReduce 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 Elastic MapReduce (EMR): means services provided by Tencent Cloud including Hadoop cluster creation, Hadoop installation and deployment, elastically scalable clusters, computing and storage engines, and monitoring, operation and maintenance support. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

1.2 Unit Time: For measuring the Service, each 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.

1.3 Error Rate within Unit Time: means the percentage of the number of failed requests within Unit Time due to any reason attributable to Tencent Cloud out of the total number of valid requests within Unit Time
$$\text{Error Rate within Unit Time} = \frac{\text{the number of failed requests within Unit Time}}{\text{the total number of valid requests within Unit Time}}$$
Failed requests refer to valid requests with HTTP returned error code of 500 (Internal Error) or 503 (Service Unavailable). Valid requests refer to the calling of any function of the Service via [API](#), excluding any traffic restriction requests due to

the triggering of frequency control and any failed requests due to the upgrade, alteration or shutdown of the Service. Any request of Service via API from a user due to hacker attack shall not be deemed as a valid request.

1.4 Service Unavailability: The Service unavailability will be calculated based on the Error Rate within Unit Time, excluding any circumstance as provided for in the release of liabilities provisions below. If you do not make any request within a Unit Time, it will be deemed that the Service is 100% available within such Unit Time.

1.5 Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.6 Monthly Service Fee: Monthly Service Fee will be calculated based on the use of clusters (i.e., elastic MapReduce clusters) of the Service per Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Error Rate within Unit Time = the number of failed requests within Unit Time / the total number of valid requests within Unit Time

Service Availability = $1 - (\text{the sum of the Error Rate within Unit Time within a Service Month} / \text{the total number of Unit Time measurement units within a Service Month}) \times 100\%$

2.2 Standard of Service Availability / Service Metrics

The Service Availability for 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 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. Standards of Compensation

(1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's

official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon 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 portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Coupon |
|---|---------------------------------|
| $99.9\% > Av \geq 99\%$ | 10% of the Monthly Service Fee |
| $99\% > Av \geq 95\%$ | 20% of the Monthly Service Fee |
| $95\% > Av$ | 100% 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

(1) your account information, including your account ID and APP ID.

(2) explanation of the grounds for the application, specifying the Service Availability calculated by you and the calculation method, and details of each failed request (including the initiation time of the request, the interface name of the request and the return value).

(3) any other information reasonably required by Tencent Cloud.

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 attributable to user mode, including without limitation improper configuration parameters, unreasonable use of resources, and business logic bug.

4.2 any malfunction due to any device, software or other technology of you or any third party (other than any third party directly controlled by the Service).

4.3 any malfunction on user mode due to any bug within the scope of open source community components.

4.4 any malfunction attributable to you or any third-party collaborator (such as CVM resource restriction, COS capacity restriction, CAM role, security group, and VPC configuration).

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

4.6 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 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)

ES Service Level Agreement

Waktu update terbaru : 2019-05-10 16:23:20

In order to use the Tencent Cloud Elasticsearch service (the "Service"), you should read and observe this Elasticsearch 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 and 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 Cloud Elasticsearch Service (ES): Elasticsearch service means the Elasticsearch cluster hosting service provided by Tencent Cloud, including Elasticsearch cluster and Kibana service which is compatible with various Elasticsearch standard APIs. You may develop different application services based on Tencent Cloud Elasticsearch service according to your business needs. Tencent Cloud Elasticsearch service provides you with cluster operation, maintenance and management functions, such as cluster monitoring, cluster warning, cluster expansion and configuration modification.

1.2 Service Month(s): Service Month(s) means 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 (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 availability of the Service will be calculated separately for each Service Month.

1.3 Service Downtime: If all attempted connections within five (5) minutes to designated Elasticsearch cluster fail, such five (5) minutes shall be deemed Service Downtime.

1.4 Total Time of a Service Month Calculated in Minutes: the number of days of the Service Month × 24 (hours) × 60 (minutes).

1.5 Service Downtime Calculated in Minutes within a Service Month: If the Service is unavailable within five (5) minutes as described in article 1.3 above, such five (5) minutes shall count towards the Service Downtime of the Service Month; if the Service is available, such five (5) minutes shall count towards Service available time of the Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Service Downtime Calculated in Minutes within a Service Month} / \text{Total Time of a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.5%. 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 coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon 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 herein shall exclude the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Coupon |
|--|--------------------------------|
| ≥ 98% and < 99.5% | 10% of the monthly service fee |

| Service Availability for a Service Month | Value of Compensation Coupon |
|--|---------------------------------|
| ≥ 95% and < 98% | 25% of the monthly service fee |
| < 95% | 100% 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 failure attributable to grounds beyond reasonable control of Tencent Cloud (e.g., force majeure event, internet access or beyond the scope of the Service product);

4.2 any failure due to your negligence in authorization, loss of password or mal-operation, or due to any of your equipment, third-party software or device;

4.3 any cluster failure due to insufficient physical capacity limit of the storage and computing of your choice to satisfy the de factor demands;

4.4 any possible failure due to noncompliance with the guidelines for using the cluster specified in the Elasticsearch use guidance;

4.5 any failure of data request or other failure due to the potential and undisclosed bug of underlying Elasticsearch software;

- 4.6 any failure due to use non-compliant with the manner of usage, version compatibility, API and other rules supported by Elasticsearch version;
- 4.7 any node for testing which is not advisable for use in production (e.g. 1 core 2G node) is beyond the scope of the agreement;
- 4.8 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.9 any failure by you to make corresponding modification for using the Service after being advised by Tencent Cloud of such modification;
- 4.10 any possible failure due to the use of informal version (e.g. Alpha version and Beta version) or a version with no more maintenance; or
- 4.11 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 terms of services, 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)

CDW Service Level Agreement

Waktu update terbaru : 2022-11-10 15:08:13

In order to use the Tencent Cloud Cloud Date Warehouse Service(the “Service”), you shall read and comply with this Tencent Cloud Cloud Date Warehouse 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 and 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 Cloud Date Warehouse, CDW

Refers to the easy-to-use, flexible, stable, cost-effective and efficient cloud data warehouse hosting services provided by Tencent Cloud, which are mainly applied to business analysis and decision-making, log analysis, user behavior insight, business operations and management and other scenarios, 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 Service Unavailability

In a certain minute, if all your continuous requests to establish a connection to a specified Cloud Data Warehouse Cluster (“Cluster”) fail attributable to Tencent Cloud, the Service is deemed as unavailable (“Service Unavailability”) in

such minute, except under the circumstances as set forth in Article 4 of this Agreement.

1.4 Service Downtime Calculated in Minutes within Service Month(s)

The sum of unavailable unit time in a Service Month is Service Downtime Calculated in Minutes within such Service Month.

1.5 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).

1.6 Monthly Service Fee

Each Cluster calculates the Monthly Service Fee separately based on the actual consumption in a Service Month. If you purchase a Cluster on October 20, even if you pay for services in multiple months in a lump sum, the Monthly Service Fee for October only refers to the fee incurred for using such Cluster from October 20 to October 31.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability is calculated **on a single Cluster basis** as follows:

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

2.2 Service Availability Standard

The Service Availability for the Service **shall be no less than 99.9%** (“**Service Availability Standard**”), which means that the Service Availability for a single Cluster **shall be no less than 99.9% in each Service Month.**

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 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% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 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 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement. Tencent Cloud may request you to provide the following materials and you shall cooperate to provide the appropriate materials.

(1) Account information, including Account ID and APPID.

(2) Reasons for the application, the information of the Cluster in an abnormal status and the specific time period of the Service Unavailability.

(3) Any other information that Tencent Cloud reasonably requests you to provide.

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 due to your customized code or configuration files, including but not limited to failures due to improper configuration parameters, improper resource usage and business logic bug.

4.2 Any failure due to the device, software or other technology of you or any other third party (except the third parties directly controlled by the Service).

4.3 Any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade, malfunction simulation test and any other planned downtime.

4.4 Any slow response and system hang under ultra-high performance pressure.

4.5 Any Service Unavailability due to the attack on your application program or data information by hackers.

4.6 Any Service Unavailability during the process of the node type change, expansion and reduction of capacity of the Service.

4.7 Any Service Unavailability due to the unavoidable insert operations in the process of expanding the capacity of the Service.

4.8 Any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.9 Any negligence of you or any operation authorized by you.

4.10 Any Service Unavailability due to your configuration of the Cluster as “Non-High-Availability” mode or you configuration of data copy as a single copy.

4.11 Any force majeure event and any Service Unavailability or failure to meet the Service Availability Standard due to reasons not attributable to Tencent Cloud.

4.12 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 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)

DLC Service Level Agreement

Waktu update terbaru : 2022-12-02 11:43:47

In order to use the Tencent Cloud Data Lake Compute Service (the “Service”), you shall read and comply with this Tencent Cloud Data Lake Compute 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 and 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 Data Lake Compute, DLC

Refers to agile and efficient data lake analysis and computation services provided by Tencent Cloud. The users do not need to carry out traditional data hierarchical modeling with the Service, which significantly reduces the preparation time for massive data analysis. Instead, users can use standard SQL to complete the analysis and computation of object storage services (COS) and other cloud data facilities.

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 Service Unavailability

If all your requests to establish a connection to the Service fail for five consecutive minutes attributable to Tencent Cloud, the Service is deemed as unavailable (“**Service Unavailability**”) for such five-minute period, except under the circumstances as set forth in Section 4 of this Agreement.

1.4 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).

1.5 Service Downtime Calculated in Minutes within Service Month(s)

If Service Unavailability lasts for a certain five-minute period as set forth in Section 1.3, such five minutes will be counted as Service Downtime Calculated in Minutes within such Service Month. If the Service is once running normally within a certain five-minute period, such five minutes will be counted as available minutes with such Service Month.

1.6 Monthly Service Fee

Refers to the accumulated service fees you pay for the Service within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted with vouchers, coupons, service fee reductions, etc.

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%.

2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 99.5% ("**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 Section 3 of this Agreement.

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 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 99.5% but is or higher than 98% | 10% of the Monthly Service Fee |
| Less than 98% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 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 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement. Tencent Cloud may request you to provide the following materials and you shall cooperate to provide the appropriate materials.

- (1) Account information, including Account ID and APPID.
- (2) Reasons for the application, the abnormal status information and the specific time period of the Service Unavailability.
- (3) Any other information that Tencent Cloud requests you to provide with reasonable causes.

4. Disclaimer of Liabilities

If the Service is unavailable or fails to meet the Service Availability Standard due to any of the following reasons, the corresponding Service Downtime is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any unavailability beyond the reasonable control of Tencent Cloud, including any force majeure event and failures caused by factors such as Internet access or exceeding the boundaries of the Service (**see the Tencent Cloud**

Service Agreement).

4.2 Any user-state unavailability caused by bugs within the scope of open source components.

4.3 Any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.

4.4 Any unavailability caused by your negligent authorization, loss of password, wrong operation, your own equipment or third-party software or equipment.

4.5 Any unavailability caused by your failure to use the Service according to the usage, version compatibility, API and other specifications supported by the DLC version.

4.6 Any unavailability due to third-party collaborators (e.g., CVM resource limits, EKS resource limits, COS capacity limits, CAM roles, security groups, VPC configuration, etc.).

4.7 Any unavailability caused by your failure to make the appropriate modifications after Tencent Cloud recommends that you modify the use of the Service.

4.8 Any unavailability caused by your choice of the insufficient physical capacity of the storage and computing capacity to cope with actual use demands.

4.9 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)

AI and Machine Learning

AI Infrastructure

Voice Technology

TTS Service Level Agreement

Waktu update terbaru : 2022-09-23 10:37:38

In order to use the Tencent Cloud Text to Speech Public Cloud Service (the “Service”), you shall read and comply with this Text to Speech Public Cloud 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 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 Text to Speech Public Cloud Service

Refers to the public cloud text to speech interface call service provided by Tencent Cloud. You can use the Service to achieve the conversion from text to speech. The specific content of the Service is subject to the service you use.

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service you use. For example, if you start the Service on March 17, there will be four (4) Service Months as of 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 30). The Service Availability will be calculated separately for each Service Month.

1.3 Unavailable Minutes within a Service Month

A minute will be counted towards the Unavailable Minutes within a Service Month only if all your continuous requests to the Service through the API or SDK return with internal errors within that minute. If none of or only a part of your requests to the Service through the API or SDK within a minute return with internal errors, the Service will be deemed to be fully available in that minute and that minute shall not be counted towards the Unavailable Minutes within a Service Month. If you make no requests to the Service in a minute, that minute shall not be counted towards the Unavailable Minutes. The sum of the unavailable minutes of the Service within a Service Month shall be the Unavailable Minutes within a Service Month.

1.4 Internal Error

The Internal Error means the abnormal return of API or SDK due to the malfunction of the Service. The Internal Error can be determined by the error return code of the Service and be identified by the Internal Error return code or 500 return code in the error return code of the Service. Any request return error of API or SDK caused by the problems not attributable to Tencent Cloud, such as a network failure, user request parameter error (for example, an illegal request parameter or an invalid URL) or a format error of an audio input shall not be deemed as an Internal Error.

1.5 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).

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (1 – Unavailable Minutes within a Service Month / Total Number of Minutes within a Service Month) × 100%

2.2 Service Availability Standard

The Service Availability of the Service should not be less than 99.9%. If the Service fails to meet the Standard (except under circumstances for disclaimer of liabilities), you may claim compensation in accordance with Article 3 (Compensation Plan) of this Agreement.

3. Compensation Plan

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

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
|---|---------------------------------|

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
| Less than 99.9% but is or higher than 99% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 20% of the Monthly Service Fee |
| Less than 95% | 50% of the Monthly Service Fee |

3.1 Standards of Compensation

(1) **Compensations will be made in the form of voucher (not cash) by Tencent Cloud, and 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 Availability in a Service Month fails to meet the service availability standard, the amount of compensation shall be calculated for such Service Month separately, 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 vouchers, coupons, service fee reduction or exemption, etc.).

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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this Agreement, and you should at least provide the following information together with your compensation application:

- (1) the AppID and UIN used by the Service;
- (2) the specific time period of the service unavailability, down to the minute.

4. Disclaimer of Liabilities

4.1 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:

- (1) any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- (2) any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- (3) any attack on your application interface or data, or any other misconduct;
- (4) any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- (5) any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- (6) any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- (7) any use exceeding the Service capacity limit indicated for the current version of the Service;
- (8) any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- (9) 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 relevant rules or guidelines published by Tencent Cloud separately.

5. Warranties and Covenants

5.1 You undertake that you are the end-user of the Services. If you are an agent procuring the Service for a third party, you shall confirm that you have had the full authority of the end-user to accept and agree to all the terms of this Agreement.

5.2 You undertake that the specific business data identified by the Service (including, without limitation, the voice data submitted by you using the voice replication and the voice customization service, and the contents submitted by you using the text to speech service) have been obtained by you through legal

means and fully authorized by the information owner to use such business data, and undertake that you will not infringe upon the intellectual property rights and other legitimate rights and interests of any third party. Tencent Cloud reminds you to prudently review the legitimacy of the data source and content. You undertake not to use the Service to engage in any acts in violation of laws and regulations or public order and good morals, or to provide assistance for the above acts.

5.3 You undertake that any outputs or results (including, without limitation, AI synthesized audio files) obtained as a result of your use of the Service shall be used for your personal use only and shall be marked as AI-generated works in the course of your use, and shall not be disclosed, provided, forwarded or transmitted to any third party by yourself or through others in any manner or medium.

5.4 If you violate your undertakings, you shall be solely liable for all consequences and liabilities caused thereby and Tencent Cloud shall have the right to take immediate measures, including but not limited to deleting your relevant information and data, suspending or terminating the provision of the Service, restricting or prohibiting your use of some or all functions, freezing or deactivating the account until deregistration, or unilaterally terminating or rescinding this Agreement without any liabilities. If Tencent Cloud suffers any loss or is subject to any penalty as a result thereof, you shall fully indemnify all losses.

6. Miscellaneous

6.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use the Service due to any breach by Tencent Cloud, the total aggregate liability of Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud for damages shall not exceed the total fees you have paid to Tencent Cloud for the Service in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

6.2 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 this Agreement as amended.

6.3 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.

ASR Service Level Agreement

Waktu update terbaru : 2022-09-23 10:35:55

In order to use the Tencent Cloud Speech Recognition Public Cloud Service (the “Service”), you shall read and comply with this Tencent Cloud Speech Recognition Public Cloud 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 or success rate, 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 Speech Recognition Public Cloud Service

Refers to the public cloud speech recognition interface call service provided by Tencent Cloud, including audio file recognition, one-sentence recognition and real-time speech recognition, etc., subject to the specific services you use. You can use the Service to achieve the conversion from speech to text.

1.2 Service Month(s)

Service Month(s) refers to the full calendar month(s) within the term of the Service you use. For example, if you start the Service on March 17, there will be four (4) Service Months as of June 16 (the first Service Month from March 1 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 30). The Service Availability will be calculated separately for each Service Month.

1.3 Unavailable Minutes within a Service Month

A minute will be counted towards the Unavailable Minutes within a Service Month only if all your continuous requests to the Service through the API or SDK return with internal errors within that minute. If none of or only a part of your requests to the Service through the API or SDK within a minute return with internal errors, the Service will be deemed to be fully available in that minute and that minute shall not be counted towards the Unavailable Minutes within a

Service Month. If you make no requests to the Service in a minute, that minute shall not be counted towards the Unavailable Minutes. The sum of the unavailable minutes of the Service within a Service Month shall be the Unavailable Minutes within a Service Month.

1.4 Internal Error

The Internal Error means the abnormal return of API or SDK due to the malfunction of the Tencent Cloud Speech Recognition Service. The Internal Error can be determined by the error return code of the Service and be identified by the Internal Error return code, negative error return code or 500 return code in the error return code of the Service. Any request return error of API or SDK caused by the users' problems such as a network failure, user request parameter error (for example, an illegal request parameter or an invalid URL) or a format error of an audio input shall not be deemed as an Internal Error.

1.5 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).

2. Service Availability

2.1 Calculation of the Service Success Rate

Service Availability = (1 - Unavailable Minutes within a Service Month / Total Number of Minutes within a Service Month) × 100%

2.2 Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud should not be less than **99.9%**. If the Service fails to meet the Standard (except under circumstances for disclaimer of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the 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 (not cash)** by Tencent Cloud, and 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 Availability in a Service Month fails to meet the service availability standard, the amount of compensation shall be calculated for such Service Month separately, 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 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% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 20% of the Monthly Service Fee |
| Less than 95% | 50% 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) the AppID and UIN used by the Service;
- (2) the specific time period of the service unavailability, down to the minute.

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 system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 any use exceeding the Service capacity limit indicated for the current version of the Service;
- 4.8 any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.9 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 relevant rules or guidelines published by Tencent Cloud separately;
- 4.10 you understand and agree that the Service provided by Tencent Cloud is provided based on the current technology and conditions. Due to the limitation of current technology and conditions, or changes of relevant information, data, etc. provided by you or other circumstances that are not Tencent Cloud's fault, or beyond Tencent Cloud's control or reasonable foreseeability, Tencent Cloud cannot guarantee that the Services it provides are flawless and that the identification results are completely accurate. In this case, it will not be regarded as a breach of contract by Tencent Cloud, and Tencent Cloud can be exempted from liability, while both parties should work together in good faith to solve the problem;
- 4.11 you shall ensure the legitimacy of the voice source you submit for speech recognition. If your voice audio comes from a third party, you shall ensure that you have obtained the appropriate permission of the third party to use the voice audio, otherwise, you shall be solely responsible for the liabilities arising therefrom.

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 total aggregate liability of Tencent Cloud for damages

shall not exceed the total fees you have paid to Tencent Cloud for the Service 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 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 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.

TMT Service Level Agreement

Waktu update terbaru : 2022-11-01 13:34:28

In order to use the Tencent Cloud Tencent Machine Translation Service (the “Service”), you shall read and comply with this Tencent Cloud Tencent Machine Translation 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 and 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 Machine Translation Service provided by Tencent Cloud (TMT)

Refers to the public cloud translation interface calling services provided by Tencent Cloud, including text translation, voice translation, picture translation, language identification and other types of translation services provided by Tencent Machine Translation products, subject to the services you actually use. You can use the Service to realize text, voice and picture translation.

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 activate the Service 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 Service Downtime Calculated in Minutes within Service Month(s)

In a certain minute, only if all your constant requests via the Service’s API (at least 100 requests in such minute) fail, such minute will be counted as Service Downtime Calculated in Minutes within the Service Month. If all or some of your requests via the Service’s API in a certain minute succeed, the Service will be deemed available in such minute and such minute will not be counted as Service Downtime Calculated in Minutes within the Service Month. The sum of Service Downtime Calculated in Minutes in a Service Month is Service Downtime Calculated in Minutes within such Service Month.

1.4 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 / Service Availability Standard

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%.

2.2 Service Availability Standard

The Service Availability for the Service provided by Tencent Cloud **shall be no less than 99.9% **("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 Article 3 of this Agreement.

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 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% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 50% 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 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement, and you should at least provide the following information together with your compensation application:

- (1) the AppID and UIN used by the Service;
- (2) the specific time period of the service unavailability, down to the minute.

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 system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.
- 4.2 Any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility.
- 4.3 Any attack on your application interface or data or any other misconduct.
- 4.4 Any loss or leakage of data, passcode or password due to your improper maintenance or confidentiality.
- 4.5 Any authorization due to your negligence, any maloperation or any of your own equipment, or third-party software or device.
- 4.6 Any failure of you to abide by documentation or suggestions for using Tencent Cloud products.
- 4.7 Any use exceeding the service capability limitation marked in the current paid version.
- 4.8 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.

4.9 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 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)

Tencent Cloud TI Platform Service Level Agreement

Waktu update terbaru : 2022-03-05 17:15:15

In order to use the TI Platform TIONE (the “Service”), you shall read and comply with this TI Platform TIONE 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 and success rate, compensation plan and disclaimer of liabilities. Unless otherwise stipulated, this Agreement does not apply to functions of the Service’s closed beta testing. 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 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 (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.

1.2 Total Time of a Service Month Calculated in Minutes

Total Time of a Service Month Calculated in Minutes = The number of days of the Service Month × 24 (hours) × 60 (minutes).

1.3 Service Downtime Calculated in Minutes within a Service Month

Refers to the service downtime that lasts longer than 5 minutes due to the platform anomalies. Intermittent service unavailability of less than 5 minutes cannot be counted towards the Service Downtime of the Service Month.

1.4 Scope of Services Unavailability

Refers to the circumstances where the platform interface is accessible due to the platform anomalies as confirmed by the logs of the TIONE platform.

1.5 Service Area Applicable to the Service

Refers to all area covered by the Service.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{Service Downtime Calculated in Minutes within a Service Month} / \text{Total Time of a Service Month Calculated in Minutes}) \times 100\%$

2.2 Standards of Service Availability

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 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

3.1 Scope of Compensation

Tencent Cloud TI Platform TIONE provides compensation for affected product features including without limitation the following:

- (1) Data loss or data access anomalies due to the Tencent Cloud TI Platform TIONE services.
- (2) Training task anomalies due to model training components of Tencent Cloud TI Platform TIONE.
- (3) Anomalies of service publishing function and service access function due to online service components of Tencent Cloud TI Platform TIONE.

Note :

The following features are beyond the scope of compensation for Standards of Service Availability of the Service.

- Effect caused open-source software Kubernetes, Docker, operating system kernel, TensorFlow, Pytorch and other open-source portions.
- Effect caused by relevant Tencent Cloud products per se, e.g., failure for online service publishing and access due to CLB interface anomaly, anomaly for the platform to create resources because the quota has

been reached or the resources are sold out.

- Data, tasks and service anomalies due the user's failure to use the platform reasonably in accordance with its operating rules.

3.2 Standards of Compensation

The Service Availability for each TI Service is calculated separately and the compensation amount is calculated according to the criteria in the table below. The compensation shall be limited to vouchers used to purchase the TI products and the total amount of compensation shall not exceed the monthly service fee paid by the user for the TI Service during the month in which the Service Availability is not reached (excluding the offset with vouchers).

| Service Availability in a Service Month | Value of Compensational Voucher |
|---|---------------------------------|
| Less than 99.90% but is or higher than 95.00% | 10% of the Monthly Service Fee |
| Less than 95.00% | 30% of the Monthly Service Fee |

3.3 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. 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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;

4.2 Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;

- 4.3 Any attack on your application interface or data, or any other misconduct;
- 4.4 Any loss or leak of data, pin or password due to your improper maintenance or improper confidentiality measures;
- 4.5 Any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6 Any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 Any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud;
- 4.8 Any other circumstances in which Tencent Cloud will be exempted or disclaimed 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.

Before using the Tencent Cloud TI Platform TIONE, you should read carefully the relevant service description, technical specification and operation guide, etc. in official documentation of Tencent Cloud, and fully understand the relevant content and potential consequences. You understand and agree that, your use of the Tencent Cloud TI Platform TIONE is based on your sole independent and prudent judgement, and you shall be responsible for your own judgement or actions, including without limitation:

- (1) You should decide on your own the compatibility between the model training, inference and other related services, and the frame mirror and hardware computing power you choose;
- (2) The TI Platform TIONE Service does not guarantee the availability of operating system and kernel defects caused by the community;
- (3) You shall be responsible for your own operations (e.g., resource limitation configuration, container image configuration, code writing and business logic setting);
- (4) If you use other paid Tencent Cloud products while using the Service, you shall pay for such products in accordance with the corresponding pricing arrangement and observe corresponding service terms;
- (5) The Service is only responsible for the availability of its own service module of the machine learning platform, including training tasks, notebook and service publishing, etc. For other Tencent Cloud products such as TKE, CLB, CBS and API Gateway, please refer to relevant service level agreements. You shall be solely responsible for correctness and usability of custom parts (e.g. inference code, training code, training data, model files, etc.).

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 with notice in light of changes in due course. 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)

Enterprise Applications

Domain Management

Private DNS Service Level Agreement

Waktu update terbaru : 2021-09-14 10:31:42

In order to use the Tencent Cloud Private DNS service (the “Service”), you should read and observe this Private DNS 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 and 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

Tencent Cloud Private DNS: Private DNS means a private DNS management service based on Tencent Cloud Virtual Private Cloud (VPC) provided by Tencent Cloud.

Service Month(s): Service Month(s) means 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 (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 availability of the Service will be calculated independently for each Service Month.

2. Service Availability

2.1 Calculation of Service Availability

Unavailability means malfunction of the Services due to causes other than system maintenance.

Service Availability = (1 - Service Downtime within the Service period of Private DNS service / total time within the Service period of Private DNS service) × 100%

If we guarantee a Service Availability of 99.99%. Then, for example, the Service available period of Private DNS service is 43,195.68 minutes (= 30 (day) × 24 (hour) × 60 (minute) × 99.99%). That is, the Service Downtime is 4.32 minutes (= 43,200 minutes – 43,195.68 minutes).

Explanations:

(1) Duration of Malfunction = the time when the malfunction is resolved – the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 11 minutes and 1 second, it will be calculated as 12 minutes.

(2) Only the users who have purchased Private DNS service and have incurred fees are eligible to compensations.

2.2 Standards of Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.99%. If the Service Availability fails to meet the aforementioned standard (other than circumstances set forth in the Release of Liabilities Section below), you are entitled to the compensation as set forth in Section 3 below.

3. Service Compensation

In respect of this Service, if the Service Availability is lower than the aforementioned standard, compensations will be made as follows:

3.1 Standards of Compensation

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

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99.99% > Av ≥ 99.00% | 10% of the monthly Service fee |
| 99% > Av ≥ 95% | 25% of the monthly Service fee |
| 95% > Av | 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 aforementioned 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 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 unavailable time 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 system maintenance or update with prior notice by Tencent Cloud to users.

4.2 any failure of a user to follow the relevant guidelines in using the Service.

4.3 any malfunction of a user's network or application.

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

4.5 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 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)

Domains and Websites

SSL Service Level Agreement

Waktu update terbaru : 2019-07-11 17:58:42

In order to use the Tencent Cloud SSL Certificate service (the "Service"), you should read and observe this SSL Certificate 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 level 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 The SSL Certificate service provided by Tencent Cloud means an SSL certificate with a fixed valid term issued by a digital certificate authority provided to you by Tencent Cloud.

1.2 Service Month(s): Service Month(s) means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.3 Service Downtime: If the digital certificate CRL/OCSP service remains unavailable for 5 minutes or more, such duration will be counted into Service Downtime. Any period less than 5 minutes during which such Service is unavailable does not count towards the Service Downtime.

1.4 Definition of "Unavailable": The duration of unavailability of the Service due to TrustAsia (certificates provider), server room issue, product functionality issue or improper operation should be counted toward the Service Downtime.

2. Service Availability

2.1 *Calculation of Service Availability/ Service Uptime Level *

Service Availability = (1 - Service Downtime within the Service period of SSL certificate CRL/OCSP service / total time within the Service period of SSL certificate CRL/OCSP service) × 100%

If we guarantee a Service Availability of 99.99%. Then, for example, for June, the Service available period of SSL CRL/OCSP service is 43,195.68 minutes (= 30 (day) × 24 (hour) × 60 (minute) × 99.99%). That is, the Service Downtime is 4.32 minutes (= 43,200 minutes – 43,195.68 minutes).

Explanations:

(1) Duration of Malfunction = the time when the malfunction is resolved – the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 11 minutes and 1 second, it will be calculated as 12 minutes.

(2) Only the users who have purchased an SSL paid certificate and have incurred fees are eligible to compensations.

2.2 Service Availability/ Service Metrics Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.99%. 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 portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|--------------------------------|
| 99.99% > Av ≥ 99.00% | 10% of the monthly Service fee |

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| 99% > Av ≥ 95% | 25% of the monthly Service fee |
| 95% > Av | 100% 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.

3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified above, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- 1) a statement of malfunction of the CRL/OCSP service issued by an SSL certificate provider
- 2) order information of the SSL certificate

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 system maintenance or update with prior notice by Tencent Cloud to users.
- 4.2 any failure of a user to follow the relevant guidelines in using the Service.
- 4.3 any malfunction of a user's network or application.
- 4.4 any event of force majeure (please refer to the relevant provision in the master contract).

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

4.6 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 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)

Communication

SMS Service Level Agreement

Waktu update terbaru : 2022-02-10 19:04:35

In order to use the Tencent Cloud messaging service (the "Service"), you should read and observe this Tencent Cloud 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, level indicators of the Service availability and Service 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, 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 Tencent Cloud provides messaging service, which includes domestic and international verification code message, industry notification message, member marketing message, voice verification code, voice notification and other functions, and provides you with APIs and gateways for sending message, gateway operation support and other services. For details, please refer to the Service you purchase and the content of the Service provided by Tencent Cloud.

1.2 Apparent Failure: means the failure to submit the messages sent from the APIs or control penal provided by Tencent Cloud to the Valid Number terminal due to reasons attributable to Tencent Cloud.

1.3 Effective Number of Sent Messages: means the total number of the messages sent to Valid Number via the APIs or control penal provided by Tencent Cloud. The messages sent to invalid number shall not be count towards the Effective Number of Sent Messages.

1.4 Valid Number: means the number you submitted that can be used normally, excluding:

(1) numbers identified by telecom operators as being used abnormally, including non-existing numbers, numbers linked to a switched-off device or a device with suspended service;

(2) numbers which cannot receive messages normally due to reasons attributable to user terminal, including without limitation overdue payments, power off, out of coverage area, non-subscription of messaging service, terminal network connection, mobile phone interception and other unstable situations; and

(3) blocked number defined by Tencent Cloud and telecom operators.

1.5. Service Month(s): Service Month(s) means 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 (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 availability of the Service will be calculated separately for each Service Month.

1.6 Monthly Service Fee: Monthly Service Fee means the aggregate service fee for cloud messages actually consumed by you in one (1) Service Month, excluding paid but unconsumed portion.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = $1 - (\text{number of Apparent Failures out of Effective Number of Sent Messages within a Service Month} / \text{Effective Number of Sent Messages within a Service Month}) \times 100\%$

2.2 Standards of Service Indicator

The Service Availability of this Service provided by Tencent Cloud will be no less than 95%. 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 messages in a number corresponding to the compensation amount** by Tencent Cloud. The price of a single message is subject to the official rate card price published by Tencent Cloud messaging service. You should follow the rules for using the messaging service (including the valid term; for details, please refer to the rules of the messaging service published on Tencent Cloud's official website). You cannot redeem such number of messages for cash or request to issue an invoice. Such number of messages can only

be used through your Tencent Cloud account. You cannot give such number of messages to a third party for consideration or for free.

(2) If the Service Availability in 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** (excluding the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

| Service Availability(Av) | Number of Messages Compensated |
|--------------------------|--|
| 95% > Av ≥ 90% | Number of messages corresponding to 10% of the Monthly Service Fee |
| 90% > Av | Number of messages corresponding to 30% 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 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 failure attributable to the user;

4.2 any loss or leak of data, pin, password, etc. due to improper maintenance or improper confidentiality measures of a user, or faking views using verification code;

4.3 any hacker attack on a user's application;

- 4.4** any failure by a user to abide by documentation or suggestions for using Tencent Cloud messaging service;
- 4.5** any negligence of, or operation authorized by, a user;
- 4.6** any violation of platform rules such as information control, flow control, information security (e.g. sensitive word) control;
- 4.7** any business deemed as harassment business by terminal recipient;
- 4.8** any control by the Ministry of Industry and Information Technology, bureau of communication administration and telecom operators;
- 4.9** any illegal information relating to pornography, gambling, illegal drugs, political party, politics, military affairs, fraud, etc.;
- 4.10** any soaring business needs without prior notification, millions of messages per day per account for normal messaging service users, hundreds of millions of messages per day per account for gateway messaging service users;
- 4.11** any use of number extension, number with fixed ending digits, three-network-in-one number, fixed number, designated number configuration and other products, functions and access for trial operation which are not made public by the official website of Tencent Cloud;
- 4.12** any announcement with prior notice by Tencent Cloud due to significant activity or promotion;
- 4.13** any system maintenance with prior notice by Tencent Cloud to the user, including system cutover, maintenance, upgrade and failure simulation test;
- 4.14** any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.15** any force majeure event or accident;
- 4.16** any Service unavailability or failure of the Service to meet the standard due to any reason not attributable to Tencent Cloud;
- 4.17** 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 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)

Tencent Push Notification Service Service Level Agreement

Waktu update terbaru : 2023-02-09 12:15:20

In order to use the Tencent Push Notification Service (Basic Version, not including any trial version)(the "Service"), you should read and observe this Tencent Push Notification 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/Service uptime metrics, 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.

1. Terms and Definitions

1.1 Tencent Push Notification Service (Basic Version, not including any trial version) Service: refers to the push notification service provided by Tencent Cloud to you through Tencent Cloud Tencent Push Notification Service platform, including without limitations to iOS push, Android push (including third party push channels), REST API push, push statistics and other categories of push services provided by Tencent Cloud. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You can integrate the mobile push functions, manage push notifications, and promptly push notifications or messages to users of your application to interact with the users.

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 availability of the Service will be calculated separately and independently for each Service Month.

1.3 Service Downtime Calculated in Minutes within a Service Month: If (and only if) all your continuous attempts within one (1) minute to push information by calling Push API or through the management platform fail, it shall be deemed that the Service is unavailable within such one (1) minute. If your attempts within one (1) minute to

push information by calling Push API or through the management platform succeed in whole or in part, the Service shall be deemed available within such one (1) minute. The accumulated Service downtime so calculated in minutes within a Service Month is the Service Downtime Calculated in Minutes for such Service Month.

1.4 Total Time within a Service Month Calculated in Minutes: the total number of days within such Service Month × 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 time of the Service within a Service Month calculated in minutes) × 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 set forth in the disclaimer of liabilities provisions.

3. Service Compensation

In respect of this 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 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 fails to meet the Service Availability Standard in any Service Month, 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 herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month (Av) | Value of Compensation Voucher |
|---|--------------------------------|
| 99.9% > Av ≥ 99.0% | 10% of the monthly service fee |

| Service Availability for a Service Month (Av) | Value of Compensation Voucher |
|---|--------------------------------|
| 99.0% > Av ≥ 98.0% | 20% of the monthly service fee |
| 98.0% > Av | 50% 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 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 such compensation no later than the sixtieth day following the end of the applicable 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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test and any other scheduled downtime;
- 4.2** any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3** any attack on your application endpoint or data, or any other mal-operation;
- 4.4** any loss or leak of any data, passcode, password due to your improper maintenance or improper confidentiality measures;
- 4.5** any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6** any failure of you to abide by user guide or suggestions for using Tencent Cloud products;

4.7 any delayed or discarded push resulting from exceeding the Service capacity limit indicated for the current Paid version of the Service;

4.8 any Service unavailability or failure of the Service to meet the Service Availability Standard not attributable to Tencent Cloud;

4.9 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 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 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.)

IM Service Level Agreement

Waktu update terbaru : 2020-06-19 17:07:08

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 |
|---|--------------------------------|
| $99\% > Av \geq 95\%$ | 10% of the Monthly Service Fee |
| $95\% > Av \geq 90\%$ | 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, political party, politics, military affairs, 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)

Office Collaboration

Tencent Cloud Enterprise Drive Service Level Agreement

Waktu update terbaru : 2024-01-11 14:58:54

To use the Tencent Cloud Enterprise Drive Service (the “Service(s)”), you shall read and comply with this Enterprise Drive 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, compensation plans, disclaimers, and other relevant contents, please be sure to read and fully understand the terms and conditions of this Agreement. Limitation of liability clause, disclaimer clause, and other terms involving your material rights and interests may be highlighted 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”、 “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 Tencent Cloud Enterprise Drive

“Tencent Cloud Enterprise Drive” is a one-stop cloud content management platform that helps enterprises, universities, governments, and other types of enterprise-level customers to improve their data management efficiency, enjoy a smarter collaborative office experience, and tap the business value of their data to a greater extent.

1.2 Service Month

Service Month(s): means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.3 Total Minutes within the Service Month

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

1.4 Unavailability Minutes within the Service Month

Within a certain minute, if all consecutive attempts to establish a connection with the Services fail, it will be considered that the Services are unavailable within that minute. If the consecutive attempt fails for less than 1 minute, it will not be counted as unavailable time. The sum of the unavailability minutes of the Services within the Service Month is the “Unavailability Minutes within the Service Month”.

1.5 Monthly Service Fee

“Monthly Service Fee” means the fees incurred for the actual use of the Services under a particular Tencent Cloud account of the user in a Service Month, excluding the unused portion.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

Service Availability is calculated on a monthly basis as follows: $\text{Service Availability} = ((\text{Total Minutes within the Service Month} - \text{Unavailability Minutes within the Service Month}) / \text{Total Minutes within the Service Month}) \times 100\%$.

2.2 Service Availability Standard

The Service Availability shall not be less than 99.9% (the “Service Availability Standard”). If the Service Availability is lower than the Service Availability Standard (excluding cases covered by disclaimers), you shall be entitled to compensation through a work order claim to Tencent Cloud in accordance with Article 3 of this Agreement.

3. COMPENSATION

3.1 Compensation Method

(1) Compensation will be provided in the form of **voucher** 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 cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers can not 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 that respective month** (excludes non-cash fees offset by vouchers, service fee deductions, etc.).

3.2 Compensation Standard

| Service Availability in a Service Month (the “AV”) | Compensation Voucher Amount |
|--|--------------------------------|
| 99.9% > AV ≥ 99.0% | 10% of the Monthly Service Fee |

| | |
|--------------------|--------------------------------|
| 99.0% > AV ≥ 95.0% | 20% of the Monthly Service Fee |
| 95.0% > AV | 50% of the Monthly Service Fee |

3.3 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 following month after 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 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.

4. 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:

- 4.1 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.
- 4.2 Unavailability due to network, device failure or configuration adjustments other than Tencent Cloud devices.
- 4.3 Unavailability due to attacks or other misconduct on your application interfaces or data.
- 4.4 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.
- 4.5 Unavailability due to your negligent authorization, incorrect operation, your own equipment or third party software or equipment.
- 4.6 Unavailability due to your failure to follow the Tencent Cloud solution usage documentation or usage recommendations.
- 4.7 Push delays or drops caused by using more than the upper limit of the service capacity calibrated for the current paid version.
- 4.8 Unavailability due to force majeure, including but not limited to, natural disasters such as earthquakes, floods, plague epidemics, etc. and social events such as wars, unrest, governmental actions, interruption of

telecommunication backbone lines, hacking, network blocking, technical adjustments by telecommunication departments and governmental controls.

4.9 Suspension or termination of servers due to the customer's violation of the [Tencent Cloud Service Agreement](#), including but not limited to suspension of the Services or deletion of data due to non-payment of fees.

4.10 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.11 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. MISCELLANEOUS

5.1 Both 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.

5.2 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.

5.3 This Agreement, as a subsidiary 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, the Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Industry Applications

Game Services

GME Service Level Agreement

Waktu update terbaru : 2019-11-05 16:40:16

In order to use the Game Multimedia Engine (GME) service (the “Service”), you should read and observe this Game Multimedia Engine (GME) 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 and 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

Game Multimedia Engine (GME) Service provided by Tencent Cloud means the voice platform service provided by Tencent Cloud to you (“Client”), including without limitation real-time voice chat, voice messaging, audio-text conversion, audio filtering and other categories of audio services provided by Tencent Cloud Game Multimedia Engine. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You may achieve various voice features in an application through integrating SDKs provided by the Service.

Service Month(s): Service Month(s) means 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 (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 availability of the Service will be calculated independently for each Service Month.

Service Unavailable: For each one minute, if the number of users which are not able to use voice functions in the application within which you uses GME to achieve various voice functions exceeds 5% of the number of total users, the Service within such one minute shall be deemed unavailable.

Service Downtime: The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered as one measurement point for GME service. The sum of the measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

2. Service Availability/ Service Success Rate

2.1. Calculation of Service Availability

Service Availability = (1 - Service Downtime calculated in minutes within a Service Month / total time of a Service Month calculated in minutes) × 100%

2.2. Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. 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.

If it takes less than 5 minutes for the Service to recover from malfunction, such period shall not be counted into Service Downtime. Service Downtime means the time period starting from the malfunction to the recovery back to normal use, which shall include the time period for maintenance.

3. Service Compensation

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

3.1. Standards of Compensation

3.1.1. 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.

3.1.2. 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 herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

| Service Availability for a Service Month | Value of Compensation Voucher |
|--|--------------------------------|
| ≥ 99% and < 99.95% | 10% of the monthly service fee |
| ≥ 95% and < 99% | 25% of the monthly service fee |
| ≥ 90% and < 95% | 30% of the monthly service fee |
| < 90% | 50% of the monthly service fee |

3.2 Time Limit for Compensation Application

3.2.1. If the Service Availability for a Service Month fails to meet the aforementioned 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.

3.2.2. You should apply for such compensation no later than sixty (60) calendar days following the expiration 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 system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.2. any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3. any attack on your application interface or data, or any other misconduct;
- 4.4. any loss or leak of any data or key due to your improper maintenance or improper confidentiality measures;
- 4.5. any negligence in authorization or maloperation by you, or any of your equipment, or third-party software or device;

- 4.6. any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7. any failure due to unpaid overdue payment of Tencent Cloud account;
- 4.8. any failure due to use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud;
- 4.9. any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud;
- 4.10. any failure due to a ban on or block of application or Service caused by non-compliant voice content or otherwise;
- 4.11. 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. Information Storage

5.1. In the GME voice messaging and audio-text conversion service, the audio data uploaded by you through the SDK interface will be temporarily stored for 90 day before being completely deleted by Tencent Cloud. If you need a longer storage time, you shall transfer the storage of the audio data on your own.

6. Miscellaneous

- 6.1. 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.
- 6.2. 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.
- 6.3. 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)

GSE Service Level Agreement

Waktu update terbaru : 2021-04-20 15:20:22

In order to use the Tencent Cloud Game Server Elastic-scaling (GSE) (hereinafter referred to as the “Service”), you shall read and comply with this Tencent Cloud Game Server Elastic-scaling (GSE) 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 the Service 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 The Game Server Elastic-scaling (GSE) provided by Tencent Cloud

Refers to the services provided by the Tencent Cloud Game Server Elastic-scaling (GSE) to you (also referred to as the “customer”), which includes, among others, the management of servers and the management and allocation of game servers.

1.2 Service Month(s)

Service Month(s) means 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 (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 Unavailable Minutes within a Service Month

A minute will be counted towards the Unavailable Minutes within a Service Month only if all of your continual use of the SDK API of the Service fails within that minute. If all or a part of your use of the SDK API of the Service within a minute succeeds, the Service will be deemed to be fully available in that minute and that minute shall not be counted towards the Unavailable Minutes within a Service Month. The Unavailable Minutes within a Service Month are the total number of minutes in which the Service is unavailable within a Service Month.

1.4 Total Minutes of Service within a Service Month

Calculated by the number of dates in a Service Month × 24 (hours) × 60 (minutes).

2. Service Availability

2.1 Calculation of the Service Success Rate

Service Availability = (1 – Unavailable Minutes within a Service Month / Total Minutes of Service within a Service Month) × 100%

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 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, 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 99% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| | |

Less than 95%

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 abovementioned 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 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 any delay or drop of push messages resulted from the use in a manner exceeding the maximum service capacity as specified by the current version for sale;
- 4.8 any circumstance where the Service was unavailable or failed to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.9 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)

weiling Service Level Agreement

Waktu update terbaru : 2022-03-05 18:56:52

To use the Tencent Cloud Weiling service (hereinafter referred to as the "Service"), you must read and comply with the Service Level Agreement for Tencent Cloud Weiling (hereinafter referred to as this "Agreement" or "SLA") and the Tencent Cloud Service Agreement. This Agreement contains the terms associated with the Service and their definitions, metrics for service availability and service success rate level, compensation, and disclaimer. Please be sure to carefully read and fully understand the provisions hereof. The limitation of liability and disclaimer clauses or other clauses which relate to your major rights and interests may be highlighted in bold or underlined for emphasis.

Unless you have fully read and completely understand and accept all of the provisions hereof, do not purchase the Service. By clicking "Agree" or "Next", purchasing or using the Service, or accepting this Agreement otherwise expressly or implicitly, you acknowledge that you have read this Agreement and agree to be bound by it, and this Agreement will enter into force between you and Tencent Cloud (each a "Party" and collectively the "Parties") and become a legal instrument that is binding upon the Parties.

1. Terms and Definitions

1.1 Tencent Cloud Weiling: Tencent Cloud Weiling provided by Tencent Cloud is an IoT building operating system well adapted to smart building scenarios. It provides connection, management, and digital operations services for various resources in buildings, such as hardware devices, applications, and services.

1.2 Service cycle: a service cycle is a natural month. The service availability is determined on a service cycle basis. The service cycle is calculated monthly, and any period of less than one natural month will not be counted as a service cycle, nor the service availability will be determined for that period.

1.3 Failed request: Tencent Cloud Weiling regards requests that return an error code of "internal error" and normal user requests that fail to arrive at its server due to any failure in it as failed requests. However, failed requests shall not include the following types of request: (1) requests that are made failed by Tencent Cloud Weiling due to excess of its QPS (queries per second) caused by the use of inappropriate access modes; (2) failed requests or service unavailability caused by reasonable upgrades, changes, or shutdowns initiated by Tencent Cloud Weiling; (3) requests made failed by Tencent Cloud Weiling due to hacker attacks against your applications; and (4) requests not successfully sent to your devices by Tencent Cloud Weiling or not successfully reported to it by your devices due to ISP network failures.

1.4 Valid requests: all requests received by the Tencent Cloud Weiling server are regarded as valid requests, **excluding the following types of request:** (1) requests that are initiated to the service before it is activated and authorized, fail to be authenticated, or are initiated with an incorrect key; (2) requests initiated by your applications after they are attacked by hackers; (3) requests to platform server APIs that are throttled due to excessive call

frequency or return an error due to network disconnections; (4) requests that are throttled due to excessive device reporting frequency (the limit is 1 QPS per device); (5) requests sent to your devices by the platform that are throttled (the limit is 1 QPS per device); and (6) requests that are discarded due to noncompliance with the data format requirements of Tencent Cloud Weiling.

5-minute error rate: (number of failed requests per 5 minutes/total number of requests per 5 minutes) * 100%

1.5 Monthly service fees: it refers to the total service fees paid for Tencent Cloud Weiling by you in a natural month. If you pay service fees for multiple months at a time, the monthly service fees will be calculated by apportioning the total service fees among the number of months purchased.

2. Service Availability

Tencent Cloud Weiling guarantees a 99% service availability. If such guarantee is not honored, you may get compensation as specified in Article 3 of this Agreement.

2.1 Calculation method for service availability

The service availability of Tencent Cloud Weiling is determined on a service cycle basis. It is calculated from the average 5-minute error rate, which is calculated by dividing the sum of 5-minute error rates in a service cycle by the total number of 5-minute periods in the service cycle, i.e., $\text{service availability} = (1 - \text{sum of 5-minute error rates in a service cycle} / \text{total number of 5-minute periods in the service cycle}) * 100\%$.

Note :

Total number of 5-minute periods in a service cycle = $12 * 24 * \text{number of days in the service cycle}$.

2.2 Exclusions from compensation

Any service unavailability caused by the following shall not be entitled to compensation:

- (1) Any system maintenance performed by Tencent Cloud with prior notice to you, including cutover, repair, upgrade, and failure emergency response drill;
- (2) The maintenance of or failure in any external objects that the Service depends on;
- (3) Any causes attributable to you or a third party or force majeure;
- (4) Any failures in your own networks, systems, software, or devices;
- (5) Any loss or leakage of your data or passwords due to any breaches of security by you;
- (6) Hacking of your devices or applications;
- (7) Any failure to follow the user guide or usage recommendations for Tencent Cloud Weiling by you;
- (8) Your negligence or any operations authorized by you;
- (9) Any controls implemented by regulatory authorities such as the MIIT and communications administration bureaus

or ISPs;

(10) Any failures or configuration adjustments in any networks or devices other than Tencent Cloud networks and devices;

(11) Force majeure or accidents;

(12) The unavailability of the Service or the failure of the Service to reach the specified standard caused by any other reasons not attributable to Tencent Cloud.

(13) Any circumstances in which Tencent Cloud shall not be liable under applicable laws, regulations, agreements, or rules, or applicable terms of service, rules, or instructions that are issued by Tencent Cloud separately.

3. Compensation

If the service availability of the Service is lower than 99%, you may get compensation as specified below:

3.1 Compensation standard

(1) Tencent Cloud will compensate you by **issuing vouchers (non-cash)**, which may only be used by you for purchasing the Service rather than other Tencent Cloud services and may not be transferred or gifted to any third parties.

(2) If the Service fails to reach the service availability standard in a certain service month, you will be compensated as calculated for such service month, **and the aggregate liability of Tencent Cloud to you shall not exceed the service fees paid by you for the Service for such service month** (the monthly service fees herein shall not include non-cash deductions made to the service fees through vouchers or coupons).

Note :

For the purposes of this Agreement, a service month shall refer to each natural month included in the term for which you purchase the Service. For example, if you purchase the Service for two months, and the Service is activated on March 17, then the 1st service month will refer to the period from March 17 to March 31, the 2nd from April 1 to April 30, and the 3rd from May 1 to May 16.

| Service Availability for Service Month | Amount of Voucher Issued as Compensation |
|--|--|
| Lower than 99% but equal to or higher than 95% | 10% of the monthly service fees. |
| Lower than 95% but equal to or higher than 90% | 25% of the monthly service fees |
| Below 90% | 100% of the monthly service fees |

3.2 Time limit for submitting a compensation claim

3.2.1. If the Service fails to reach the service availability standard in a certain service month, you may submit a claim for compensation **only by contacting your Tencent Cloud rep by email** after the fifth (5) business day of the month following such service month. Tencent Cloud will review your claim for compensation. In case of any dispute over the calculation of the service availability for a certain service month, **the Parties agree that the records on the backend of Tencent Cloud shall apply.**

3.2.2. **You shall submit any claim for compensation no later than sixty (60) natural days after the end of the service month in which the Service fails to reach the service availability standard.** If you fail to submit a claim for compensation within such period, or if you submit a claim for compensation after such period, or if you submit a claim for compensation not pursuant to this Agreement, you will be deemed to have waived your claim for compensation and your other claims against Tencent Cloud, and Tencent Cloud shall have the right not to accept your claim for compensation or compensate you.

4. Legality Requirements

If you use Tencent Cloud Weiling, before you submit the information of the entity that needs to be verified by Tencent Cloud, you must warrant the following:

4.1 Such information has been legally obtained;

4.2 You shall have included the following or similar provision in the relevant service agreement provided to the public: "The User authorizes XX (i.e. "you" in this Agreement) to offer the information provided to XX by the User and the information generated from the use of the services provided by XX (including the information provided or generated before the signing of this authorization provision) to XX and its partners which are necessary for the provision of its services (including the service providers necessary for its partners) in order to provide services, recommend products, and conduct market research and information and data analysis for users. XX undertakes to maintain and request its partners (including their necessary service providers) to maintain strict confidence of such information and take measures to protect the information security.", have submitted the authorization agreement entered into by and between you and users to Tencent Cloud for the record, and have informed the entity of the legal consequences of such authorization.

4.3 The entity's authorization can meet Tencent Cloud's needs for identification and legal and reasonable use of its information.

4.4 Otherwise, Tencent Cloud may terminate the Service, and you shall compensate Tencent Cloud for all the losses thus incurred.

5. Service Auditability

Tencent Cloud may provide relevant information, including the execution logs of key components and the operation records of OPS personnel and customers, as necessary to assist regulatory authorities with regulation, evidence collection, or investigation under the existing system of laws and regulations and after completing all the necessary formalities.

6. Service Measurement Accuracy

The fees for Tencent Cloud services are clearly indicated in the business contract and on the order page. You can select the specific service types and purchase them at the indicated price.

7. Miscellaneous

Tencent Cloud shall have the right to amend the provisions of this Agreement in due course or as necessary, and you can check the latest version of this Agreement on Tencent Cloud's official website.

If you do not agree to such amendments, you shall have the right to stop using the Service. By continuing to use the Service, you acknowledge that you agree to the amended Agreement.

This Agreement shall constitute a supplementary agreement to and have the same legal force and effect as the Tencent Cloud Service Agreement. Any issues not covered by this Agreement shall be governed by the Tencent Cloud Service Agreement. In case of any conflict or inconsistency between the provisions hereof and those of the Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency.

Developer Services Monitor and Operations Service Level Agreement

Waktu update terbaru : 2022-10-10 11:34:34

In order to use the Tencent Cloud Managed Service for Prometheus (the “Service”), you should read and observe this Managed Service for Prometheus 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 and 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 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.****

1. Terms and Definitions

1.1 Tencent Cloud Managed Service for Prometheus:

Managed Service for Prometheus means a lightweight, secure and high-performance management service for Prometheus. In addition to maintaining the monitoring function of the open source Prometheus, Managed Service for Prometheus provides high-performance Prometheus management service, self-serving data source configuration, open source Grafana and cloud monitoring alert ability, which will save your user development and maintenance costs.

1.2 Single Instance:

means one (1) Prometheus instance. The Service Availability will be calculated on a Single Instance basis.

1.3 Total Time of a Single Instance within a Service Month:

equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

1.4 Instance Unavailability:

If Prometheus fails to collect or query data due to the causes of the platform, it will be deemed that the instance is unavailable.

1.5 Single Instance Service Downtime Calculated in Minutes:

Single Instance Service Downtime Calculated in Minutes = the time when the Instance Unavailability is fixed -- the time when the Instance Unavailability starts. Service downtime means the time commencing from the malfunction until the recovery of Service, including any unscheduled maintenance time. Instance Unavailability that lasts for more than five (5) minute will be counted in the Service downtime. However, when the Instance Unavailability is fixed within five (5) minute, which means that the actual downtime of the Service is less than five (5) minute, such downtime will not be counted in the Service downtime defined herein.

1.6 Service Month(s):

Service Month(s) means 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 (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 availability of the Service will be calculated independently for each Service Month.

1.7 Monthly Service Fee:

means the aggregate service fees in cash paid by you for a Single Prometheus Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (total time of a Single Instance within a Service Month calculated in minutes - Single Instance Service Downtime) / total time of a Single Instance within a Service Month calculated in minutes × 100%

2.2 Service Availability

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 (Service Compensation) 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.

If the total available time of a Single Instance in a Service Month is 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43178.4 minutes; that is, the Service downtime of the instance in such month would be 43200 -- 43178.4 = 21.6 minutes.

3. Service Compensation

In respect of this Service, if the Service Availability is lower than the aforementioned standard, compensations will be made as follows:

3.1 Standards of Compensation

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

| Service Availability (Av) for a Service Month | Value of Compensation Voucher |
|---|---------------------------------|
| $99.95\% > Av \geq 99\%$ | 10% of the monthly Service fee |
| $99\% > Av \geq 95\%$ | 25% of the monthly Service fee |
| $\leq 95\%$ | 100% 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 scheduled downtime due to any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade and malfunction simulation test.

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

4.3 any Service unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party supplier.

4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.

4.5 any mal-operation due to your negligence, or any operation authorized by you, such as active reconstruction by the user.

4.6 any failure by you to abide by user guide or suggestions for using Tencent Cloud products.

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

4.8 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.

4.9 any event of force majeure.

5. Miscellaneous

5.1 You understand that Tencent Cloud cannot warrant that the Service is error free; however Tencent Cloud will endeavor to continuously improve the quality and level of its services. As such, you hereby agree that Tencent will not be deemed to have breached this Agreement in case of any error of the Service, as long as such error is unavoidable in the context of the then existing technologies in the industry. You agree to cooperate with Tencent to resolve aforementioned error.

5.2 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.

5.3 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.

5.4 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)

TCMG Service Level Agreements

Waktu update terbaru : 2022-10-10 11:38:13

In order to use the Tencent Cloud Managed Service for Grafana (the “Service”), you shall read and comply with this Tencent Cloud Managed Service for Grafana 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 and 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 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 Tencent Cloud Managed Service for Grafana (TCMG)

Refers to a managed service developed by Tencent Cloud in collaboration with Grafana Lab, based on a popular open-source visualization project, Grafana. TCMG provides secure, operation-and-maintenance-free Grafana capabilities and built-in Tencent Cloud plug-ins for various data sources, such as Managed Service for Prometheus, Container Service, Logging Service, Graphite and InfluxDB, to achieve unified visualization of data. The specific services are subject to the services you have purchased and the service content provided by Tencent Cloud.

1.2 A Single Instance

Refers to a Grafana instance whose unit number is 1. The Service Availability (as defined below) shall be calculated based on a Single Instance.

1.3 Total Number of Minutes within Service Month(s) for a Single Instance

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

1.4 Service Unavailability for a Single Instance

Grafana's failure to display visualized data properly for reasons attributable to Tencent Cloud shall be deemed as Service Unavailability for a Single Instance.

1.5 Service Downtime Calculated in Minutes for a Single Instance

Service Downtime Calculated in Minutes for a Single Instance = the time when Service Unavailability for a Single Instance is fixed - the time when Service Unavailability for a Single Instance starts.

Service Downtime refers to the time period from the start of a service failure to the time the services are back to normal, including system maintenance time without prior notice. If the duration of a service failure lasts for more than 5 minutes, such duration would be counted as Service Downtime Calculated in Minutes. If the duration of a service failure lasts for less than 5 minutes (i.e., the duration of Service Unavailability for a Single Instance does not exceed 5 minutes), such duration wouldn't be counted as Service Downtime Calculated in Minutes.

1.6 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 (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.

1.7 Monthly Service Fee

The Monthly Service Fee refers to the accumulated cash service fee you pay for a Single Instance within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted by vouchers, coupons, service fee reduction or exemption, etc.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability = (Total Number of Minutes within a Service Month for a Single Instance - Service Downtime Calculated in Minutes for a Single Instance) / Total Number of Minutes within a Service Month for a Single Instance × 100%.

2.2 Service Availability Standard

The Service Availability for the Service **shall be no less than 99.95%** ("Service Availability Standard"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Article 4 (Disclaimer of Liabilities)), you may claim compensation in accordance with Article 3 of this Agreement (Compensation Plan).

Assuming that Total Number of Minutes within a Service Month for a Single Instance is 43,200 minutes (=30 × 24 × 60), Service Downtime Calculated in Minutes for a Single Instance shall be less than 21.6 minutes (=43,200 - 43,200 × 99.95%).

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 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 refers to the actual amount you pay in cash, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

| Service Availability in a Service Month | Value of Compensational Voucher |
|--|---------------------------------|
| Less than 99.95% but is or higher than 99% | 10% of the Monthly Service Fee |
| Less than 99% but is or higher than 95% | 25% of the Monthly Service Fee |
| Less than 95% | 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 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.

3. 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 system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test and other planned downtime.
- 4.2 Any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility.
- 4.3 Any Service Unavailability caused by a third party other than Tencent Cloud, such as any Service Unavailability due to an attack by hackers or negligence of your third-party supplier.
- 4.4 Any loss or leakage of data, passcode or password due to your improper maintenance or confidentiality.
- 4.5 Any maloperation due to your negligence or any operation authorized by you, such as user-initiated reconstruction.
- 4.6 Any failure of you to abide by documentation or suggestions for using Tencent Cloud products.
- 4.7 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.
- 4.8 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 rules or guidelines published by Tencent Cloud separately.
- 4.9 Any event of force majeure or accidents.

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)

DSA Single Point of Contact

Waktu update terbaru : 2024-02-19 19:10:16

DSA Single Point of Contact for EU Commission and Member State Authorities

In compliance with Article 11 of the DSA, we have designated a specific channel for communications regarding the DSA with relevant regulatory bodies. All such authorities should direct their DSA related inquiries and correspondence to dsa.enquiries@global.tencent.com.

The email address serves as the single electronic point of contact for the European Commission, Member States' Authorities, and the European Board for Digital Services concerning the DSA.

For effective communication, we request that all messages to this address include the following information:

In the subject line and body of the email, the name of the relevant online service/product in which the communications relate to (if applicable) ;

The sender's full name;

The designation of the EU-based authority they represent;

A contact email affiliated with the respective authority for any necessary follow-up.

Preferred language(s) for communication: English (or Dutch if preferred).

DSA Single Point of Contact for users

In compliance with Article 12 of the DSA, our designated electronic single point of contact for users in the EU is: dsa.reach-us@global.tencent.com.

Information Requests Europe

Law Enforcement Data Request Guidelines

Europe

Waktu update terbaru : 2021-07-30 15:11:36

INTRODUCTION

These operational guidelines are for any law enforcement authority or other government authority (the **Requesting Authority**) making a request to Tencent Cloud Europe B.V. or any other Tencent group company (**we, our, us** or **Tencent Cloud Group Europe**) that operates cloud services in the European Economic Area, the United Kingdom and Switzerland (**Tencent Cloud Europe Services**), for disclosure of data about our users of Tencent Cloud Europe Services (a **Request**).

We respond to Requests made by a Requesting Authority in accordance with these guidelines, subject always to applicable laws and regulations and our internal guidelines.

We provide (access to) user information in response to Requests when legally required to do so. We will scrutinize all requests to make sure they comply with the applicable laws and regulations. Where permitted, relevant or necessary, we may require appropriate legal and/or supporting documentation to be furnished by the Requesting Authority before we can provide the relevant user information requested. Such documents may include a court order, subpoena, search warrant, authorization document(s) and/or other valid legal process, as the case may be.

We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. These guidelines are applicable to Requests from Requesting Authorities only. Nothing in these guidelines shall be used to create any legal obligations or any enforceable rights against Tencent Cloud Group Europe or any other member of the Tencent group.

Disclaimer on Requests for data not held by Tencent Cloud Group Europe: From time to time, we receive Requests for disclosure of data which do not belong to and/or are not held by Tencent Cloud Group Europe but a separate entity.

The responsibility is on the Requesting Authority to make the appropriate request(s) to such other entities and/or affiliates as necessary.

WHAT KINDS OF REQUESTS DO WE RESPOND TO?

We respond to the following types of Requests:

Preservation Requests

We accept Requests issued in accordance with applicable laws and regulations from Requesting Authorities to preserve specified records or data, pending the issuance of valid legal process. Please complete this form to make a Preservation Request. If we do not receive formal legal request in accordance with applicable laws and regulations for the preserved information before the end of the preservation period, the preserved information may be deleted when the preservation period expires where permitted by applicable laws and regulations. In addition to the information described below (in "Form of Request"), Preservation Requests must, to the extent permitted by applicable laws and

regulations, be sent on law enforcement letterhead, signed, and must include a statement with details about steps that are being taken to obtain legal process for the data sought to be preserved. In specific cases, we may need further supporting and/or legal documentation before we can respond to a Preservation Request. All our rights in this regard are fully and expressly reserved.

Emergency Requests

Requests from Requesting Authorities that give us a good faith belief regarding an imminent emergency involving risk of death, serious physical injury to a person or any risk of harm to a child. Please note that we evaluate Emergency Requests on a case-by-case basis in compliance with applicable laws and regulations. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request, without unnecessarily jeopardizing or delaying our response(s) to the Requests. Please complete this form to make an Emergency Request.

Legal Process Requests

All other Requests made by a Requesting Authority in accordance with applicable laws and regulations. This may include Requests arising from valid search warrants and subpoenas and other valid legal process, or valid Requests made in accordance with applicable mutual legal assistance arrangements and channels. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request. Please complete this form to make a Legal Process Request.

RETAINING AND DISCLOSING OF DATA

We will only retain and disclose data in accordance with our [Terms of Service](#) and [Privacy Policy](#), subject always to applicable laws and regulations.

FORM OF REQUEST

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

the Requesting Authority's identity;

the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "Request Contact"), including their rank, badge/identification number and identification documents;

the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable; contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;

a reasonable date that we should respond to the Request by;

if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud Europe Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;

list and specific type of data being requested;

purpose for which each type of data is to be used in relation to the Request;

why is the requested type of data considered necessary for the purpose; and the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

The form to be used to make an Emergency Request, certifying the truthfulness and correctness of the Request, can be found [here](#).

NOTIFICATION OF OUR USERS

We respect our users' rights and privacy. We may therefore notify the relevant user about any Requests for their data prior to disclosure, unless we are prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such disclosure may create imminent serious danger or risk for us or any third party.

A Requesting Authority that believes that notification would jeopardize a law enforcement investigation should obtain an appropriate legal process that specifically prohibits member notification. It is the Requesting Authority's responsibility to request that we do not notify a user of your Request because it would jeopardize a law enforcement investigation, including but not limited to providing the appropriate court order or legal process prohibiting such notification. We will carefully consider your Request and our compliance with the same will be subject to applicable laws or regulations. All our rights in this regard are expressly reserved. If your Request draws attention to an ongoing violation of our Terms and Policies, we will – to the extent permitted by applicable laws and regulations – take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct.

MUTUAL LEGAL ASSISTANCE TREATY REQUESTS

We respond to requests of an international nature made pursuant to a Mutual Legal Assistance Treaty ("MLAT") and other applicable conventions, treaties, protocols or documents of a similar nature entered into between the Netherlands and other countries. The MLAT and other applicable conventions, treaties, protocols, or documents of a similar nature will usually determine how the Netherlands and these other countries can assist one another in legal matters such as criminal investigations or enforcement proceedings. Through an MLAT or other request, a foreign government can request the Dutch government for assistance in procuring evidence from Tencent Cloud Europe B.V.. If the Dutch government approves the MLAT or other request from the foreign government, and such documentation of approval is provided to us, we will give our best endeavors to render our support in accordance with applicable laws and regulations.

Also, a Requesting Authority may be able to rely on MLAT or other applicable conventions to request data, not held by Tencent Cloud Group Europe, in the country of the relevant Tencent entity.

REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

TESTIMONY SUPPORT

We do not provide expert testimony support, except to the extent required by applicable laws and regulations.

WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be sent to the following contact details:

emailed to CloudLE_TCE@tencent.com with the subject "Law Enforcement Agency Disclosure Request".

Please note that:

we may take longer to respond to any Requests not sent to the above contact details;

we will not review correspondences sent by anyone other than Law Enforcement Authorities to the above contact details; and

if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

QUESTIONS

For general questions regarding these guidelines not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note this email does not receive service of legal documents and will not be responsive to unrelated enquiries.

File Attachments:

[LEGAL_PROCESS_REQUEST&PRESERVATION_REQUEST_FORM.docx](#) (30KB)

[EMERGENCY_DISCLOSURE_REQUEST_FORM.docx](#) (30KB)

Government Request Policy Europe

Waktu update terbaru : 2021-07-30 15:11:47

1.INTRODUCTION

We receive various requests from governmental authorities in relation to the cloud services we provide in the European Economic Area (**EEA**), the United Kingdom and Switzerland (**Tencent Cloud Europe Services**). Where such request is made:

(a)by any law enforcement authority or other governmental authority regarding disclosure of data about users of our Tencent Cloud Europe Services and in accordance with legal processes (e.g. court injunction, court orders, subpoenas, police investigations), we will treat such request in accordance with our Law Enforcement Data Request Guidelines; and

(b)in any manner and by any law enforcement authority or other governmental authority other than pursuant to paragraph (a), we will treat such request in accordance with this Governmental Request Policy (**Policy**) (all such request under this paragraph (b) being a **Request**).

Requests that fall under paragraph (b) include but are not limited to:

(a)take down requests;

(b)general information requests; and

(c)requests to engage in discussions with governmental authorities.

This Policy applies to Requesting Authorities (as defined below) making a Request. If you do not observe the requirements of this Policy in making your Request, we may not be able to comply with or respond to your Request.

1.2The Tencent Cloud Group Europe complies with the laws and regulations pertaining to the individual entities that control our data and we provide details and/or take steps as legally required in relation to Requests.

1.3We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. This Policy is applicable to requests from Requesting Authorities only. Nothing in this Policy shall be used to create any legal obligations or any enforceable rights against the Tencent Cloud Group Europe or any other member of the Tencent group.

1.4In addition to the terms defined above, in this Policy:

(a)**we, us, our** or **Tencent Cloud Group Europe** means Tencent Cloud Europe B.V. and its affiliates that operate the Tencent Cloud Europe Services.

(b)**Request** means any request pursuant to Section 1.1 (b) that this Policy applies to.

(c) **Requesting Authority** or **you** means the law enforcement authority or other governmental authority making the relevant Request.

2.our relationship with other third parties

2.1 From time to time, we receive requests for disclosure of data which do not belong to and/or are not held by us. To clarify: We cannot assist on requests relating to any platform or service other than Tencent Cloud Europe Services (including any data that is held by or regarding such other platforms or services). It is the Requesting Authority's responsibility to make the appropriate request(s) to such other platforms or services (and their operators) as necessary.

3.general principles of this policy

We apply this Policy in accordance with the following principles. Further details are set out in the remainder of this Policy.

3.1 **We act in accordance with Requests when legally required to do so.** The basis for the Requests that we comply with may be pursuant to specific laws and regulations. Such actions may include the removal or disabling of certain content in one or more jurisdictions.

3.2 **We do not retain all user information and content, and such information and content may be deleted, de-personalised and/or revised from time to time.** Our end users maintain the right to treat their information, and we will treat their information, in accordance with our Terms of Service and Privacy Policy. This means that we do not retain all such information, and they may from time to time be revised or deleted. Further information regarding our data handling practice is set out in Terms of Service and Privacy Policy.

3.3 **We aim to apply this Policy consistently and fairly across all jurisdictions where we operate Tencent Cloud Europe Services, and in accordance with all applicable laws and regulations and our interpretation of potential differences between jurisdictions.** Tencent Cloud Europe Services are available in the EEA, the United Kingdom and Switzerland, and to that end we aim to apply all of our terms (including this Policy) fairly and consistently across those jurisdictions.

3.4 **Further to Section 3.3, we may depart from this Policy from time to time for various reasons,** including for instance, due to applicable laws and regulations or pursuant to professional advice we have received on the matter.

3.5 **We aim to be transparent with our users in the actions that we take.** Before and/or after we comply with a Request (depending on the Request and applicable laws and regulations), we reserve the right to notify our users of the Request (including the actions being sought by the Request) unless we are explicitly requested by the Requesting Authority or prohibited from doing so by applicable laws and regulations and subject to Section 7. This is to ensure that our users have a right to respond to the Request. In addition, where the Request is in relation to actions that may affect other users, we may also notify other users of the relevant Request that we have complied with, subject to applicable laws and regulations.

3.6 We do not automatically comply with all Requests. We will always carefully review all Requests to ensure that we comply with all applicable laws and regulations in our response, while respecting our users' rights. That may include taking appropriate internal and third-party professional advice.

4. HOW WE APPLY THIS POLICY

As above, we aim to apply this Policy fairly and consistently in the EEA, the United Kingdom and Switzerland. We note the following in relation to how we apply this Policy:

(a) **In certain circumstances, we may not be able to remove information and/or content due to a conflict of legal requirements in different jurisdictions.** In those cases, we may treat such information and/or content differently for different jurisdictions.

(b) **We will carefully review all Requests to make sure they comply with the applicable laws and regulations.** Where relevant or necessary, we may require appropriate legal and/or supporting documentation to be provided by the Requesting Authority before we comply with the Request.

(c) **Nothing in this Policy waives or limits any of our rights under all applicable laws and regulations – we expressly reserve all such rights and may respond to any Requests at our sole discretion.** We may, as appropriate, question any Requests – including requesting governmental/judicial review of, and third-party legal advice regarding, any Requests.

5. an overview of how we deal with requests

5.1 When we receive a Request, we will generally deal with such Request in accordance with the following (and always subject to applicable laws and regulations):

(a) Review of the Request, to ensure that it meets all relevant legal and our requirements.

(b) Whether it is permitted, necessary and/or appropriate to notify the affected user(s) (also see Sections 3.6 and 7).

(c) Responding to the Requesting Authority regarding the outcome of the Request.

6. WHAT KINDS OF REQUESTS DO WE RESPOND TO?

6.1 General requirements

To the extent permitted by applicable laws and regulations, all Requests must:

(a) be typed and in PDF file format;

(b) be sent on the Requesting Authority's letterhead and signed by an appropriate and authorised representative of the Requesting Authority - see Section 6.2;

(c) include all information as set out in Section 6.3;

(d) be sent in accordance with Section 9;

(e) be drafted in, or translated to, **English**; and

(f) comply with all applicable laws and regulations. We expect all Requesting Authorities to have already obtained legal advice on whether a Request meets this requirement.

Note that we may not respond to any Requests that do not meet the above requirements.

6.2 Who can send Requests?

Appropriate Requesting Authorities may be different in different jurisdictions. Depending on the jurisdiction, legitimate Requests may be submitted by several types of government agencies, such as telecommunication authorities, consumer protection authorities.

The power of many of these authorities will differ depending on the jurisdiction in question. As above, we will review all Requests in accordance with applicable laws and regulations.

6.3 Form of Request

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- (a) the Requesting Authority's identity;
- (b) the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the **Request Contact**), including their rank, badge/identification number and identification documents;
- (c) the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- (d) contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- (e) a reasonable date that we should respond to the Request by;
- (f) if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud Europe Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- (g) list and specific type of data and actions being requested;
- (h) purpose for which each type of requested data is to be used in relation to the Request;
- (i) why is the requested type of data considered necessary for the purpose; and
- (j) the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

7. NOTIFICATION OF OUR USERS

Further to Section 3.5, we respect our users' rights and privacy. We may notify the relevant user about any Requests prior to acting on them, unless we are explicitly requested by the Requesting Authority or prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such actions may create imminent danger or risk for us or any third party. This notification may allow the end user to seek appropriate protective relief.

Requesting Authorities who believe that notification would jeopardize an ongoing legal investigation should obtain an appropriate court order or legal process that specifically prohibits notification of our users or otherwise substantiate its Request on the basis of the applicable laws and regulations. It is the Requesting Authority's responsibility to Request and substantiate in conformance with by applicable laws and regulations that we do not notify a user of the Request.

If your Request is in relation to an ongoing or prior violation of our Terms of Service and Privacy Policy, we will take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct, all subject to and in conformance with by applicable laws and regulations. If you believe in good faith that such actions will jeopardize an ongoing investigation, it is your responsibility to request that we defer such action, whenever possible pursuant to applicable laws and regulations including providing to us the appropriate court order or legal process prohibiting such notification.

We reserve the right to challenge any non-disclosure requests or orders, pursuant to applicable laws and regulations.

8. REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

9. WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be emailed to CloudLE_TCE@tencent.com with the subject "Governmental Request".

Please note that:

- (a) we may not, or take longer to, respond to any Requests not sent to the assigned contact details above;
- (b) we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details;
and
- (c) if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

10. QUESTIONS

For general questions regarding this policy not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note that we will not be responsive to unrelated enquiries.

Information Requests North-America

Law Enforcement Data Request Guidelines

North-America

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INTRODUCTION

These guidelines are for any law enforcement or other federal, state or local government authority (the “**Requesting Authority**”) making a request to Tencent Cloud LLC or any other Tencent group company (“**we**”, “**our**”, “**us**” or “**Tencent Cloud NA**”) that operates cloud services in North America (“**Tencent Cloud Services - NA**”), for disclosure of data about our users of Tencent Cloud Services - NA (a “**Request**”).

We respond to Requests made by a Requesting Authority in accordance with these guidelines, subject always to applicable laws and regulations and our internal guidelines. Applicable laws include, but are not limited to, the Electronic Communications Privacy Act, Title 18 U.S. Code, § 2510, *et seq.* (“**ECPA**”), the Stored Communications Act, Title 18 U.S. Code, § 2701 *et seq.* (“**SCA**”), and the California Electronic Communications Privacy Act, Cal. Penal Code §§ 1546 – 1546.4 (“**CalECPA**”).

Except in emergency circumstances as described in these Guidelines, Tencent Cloud NA will not release customer information without valid legal process properly served on us. Depending on the customer information being requested, the required legal process may include a court order, subpoena, or search warrant, as described in these Guidelines.

We may amend these guidelines at any time without notice. We encourage you to check back regularly on this page for updates. These guidelines are applicable to Requests from Requesting Authorities only. Nothing in these guidelines shall be used to create any legal obligations or any enforceable rights against Tencent Cloud LLC or any other member of the Tencent group.

Disclaimer on Requests for data not held by Tencent Cloud LLC: From time to time, we receive Requests for disclosure of data which do not belong to and/or are not held by Tencent Cloud LLC but a separate entity. The responsibility is on the Requesting Authority to make the appropriate request(s) to such other entities and/or affiliates as necessary.

WHAT KINDS OF REQUESTS DO WE RESPOND TO?

We respond to the following types of Requests:

Preservation Requests

We accept Requests issued in accordance with SCA § 2703(f) from Requesting Authorities to preserve specified records or data, pending the issuance of valid legal process. Please complete this [form](#) to make a Preservation

Request. In compliance with SCA § 2703(f), we will preserve requested information for up to 90 days, and upon receipt of a preservation extension request, one additional 90 day period. If we do not receive formal legal request for the preserved information before the end of the initial or extended preservation period, the preserved information may be deleted when the preservation period expires. In addition to the information described below (in “Form of Request”), Preservation Requests must be sent on law enforcement letterhead and signed by a representative of the Requesting Authority.

Legal Process Requests

Depending on the type of information sought, we may provide user information in response to a subpoena, administrative summons, court order or search warrant issued by a U.S. governmental entity or court of competent jurisdiction as those terms are defined in the SCA.

Tencent Cloud NA requires a judicially issued search warrant for all Requests for user content. Content includes the substantive content of data stored in a user’s account, which may include documents, media files or other data that the user stores or processes on Tencent Cloud NA.

Tencent Cloud NA requires a subpoena to produce user information in response to a Request for basic subscriber information, such as the customer’s name, contact information, billing information, types of services used or purchased and dates of account creation and termination. Tencent Cloud NA may also provide this information in response to a court order or search warrant.

For Requests submitted by a California state Requesting Authority (e.g., a county sheriff’s department, city or state police or district attorney’s office) Tencent Cloud NA requires a search warrant to produce all information about a user.

Emergency Disclosure Requests

We may provide information in response to an urgent law enforcement request without receipt of formal legal process where information provided by the Requesting Authority gives us a good faith belief that an emergency involving danger of death or serious physical injury to a person requires disclosure without delay. Please note that we evaluate Emergency Requests on a case-by-case basis and in our sole discretion. Please complete this [form](#) to make an Emergency Request.

INFORMATION TO BE INCLUDED IN REQUESTS

In order to process any Request, we require that each Request clearly specify the following in writing:

- the Requesting Authority;
- the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the “**Request Contact**”) and his or her rank, badge/identification number and identification documents;

- contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- a Request response date;
- the IP address, Uniform Resource Locator or user of the Tencent Cloud Services - NA to which the Request relates (including users' identification, account details and/or email address);
- list and specific type of data being requested from us regarding the relevant user/account and its relationship to the investigation to which the Request relates;
- purpose of which each type of data is to be used in relation to the Request;
- why is the request type of data considered necessary for the purpose; and
- the basis of the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

NOTIFICATION OF OUR USERS

We respect our users' rights and privacy. We may therefore notify the relevant user about any Requests for their data prior to disclosure, unless we are prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a court issued confidentiality order), or where we reasonably believe that such disclosure may create imminent danger or risk for us or any third party.

A Requesting Authority that believes that notification would jeopardize a law enforcement investigation should obtain an appropriate legal process that specifically prohibits member notification. If your Request draws attention to an ongoing violation of our Terms and Policies, we will – to the extent permitted by applicable laws and regulations – take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct.

INTERNATIONAL REQUESTS

We respond to requests of an international nature made pursuant to a Mutual Legal Assistance Treaty ("**MLAT**") or an Executive Agreement entered between the United States and a foreign government pursuant to the CLOUD Act and other applicable conventions, treaties, protocols or documents of a similar nature. Such requests should be made to the U.S. Department of Justice's Office of International Affairs.

REIMBURSEMENT OF COSTS

We may seek reimbursement of our costs in responding to a Request in accordance with SCA § 2706 or other applicable law.

WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be sent to the following contact details:

emailed to CloudLE_TCL@tencent.com with the subject "Law Enforcement Agency Disclosure Request".

Please note that:

- we may take longer to respond to any Requests not sent to the above contact details;
- we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details;
and
- if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

QUESTIONS

For general questions regarding these guidelines not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note this email does not receive service of legal documents and will not be responsive to unrelated enquiries.

File Attachments:

[LEGAL_PROCESS_REQUEST&PRESERVATION_REQUEST_FORM.docx](#) (30KB)

[EMERGENCY_DISCLOSURE_REQUEST_FORM.docx](#) (30KB)

Government Request Policy North-America

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1. INTRODUCTION

We receive various requests from governmental authorities in relation to the cloud services we provide in North America (“**Tencent Cloud Services - NA**”). Where such request is made:

(a) by any federal, state or local law enforcement authority or other governmental authority regarding disclosure of information about users of our Tencent Cloud Services - NA and in accordance with legal processes (e.g. court injunction, court orders, subpoenas, police investigations), we will treat such request in accordance with our [Law Enforcement Data Request Guidelines](#); and

(b) in any manner and by any law enforcement authority or other governmental authority other than pursuant to paragraph (a), we will treat such request in accordance with this Governmental Request Policy (“**Policy**”) (all such request under this paragraph (b) being a “**Request**”).

Requests that fall under paragraph (b) and this Policy include but are not limited to:

- (i) Subpoenas, civil investigative demands, court orders or search warrants for Tencent company information, not including user data;
- (ii) general information requests;
- (iii) requests to engage in discussions with governmental authorities; and
- (iv) content removal requests.

This Policy applies to Requesting Authorities (as defined below) making a Request. If you do not observe the requirements of this Policy in making your Request, we may not be able to comply with or respond to your Request.

1.1 Tencent Cloud NA complies with the applicable laws and regulations , and we provide details and/or take steps as legally required in relation to Requests.

1.2 We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. This Policy is applicable to requests from Requesting Authorities only. Nothing in this Policy shall be used to create any legal obligations or any enforceable rights against the Tencent Cloud NA or any other member of the Tencent group.

1.3 In addition to the terms defined above, in this Policy:

(a) “**we**”, “**us**”, “**our**” or “**Tencent Cloud NA**” means Tencent Cloud LLC.

(b) “**Request**” means any request pursuant to Section 1.1(b) that this Policy applies to.

(c) “**Requesting Authority**” or “**you**” means the law enforcement authority or other governmental authority making the relevant Request.

2. our relationship with other third parties

2.1 From time to time, we receive requests for disclosure of data which do not belong to and/or are not held by us. To clarify: We cannot assist on requests relating to any platform or service other than Tencent Cloud Services - NA (including any data that is held by or regarding such other platforms or services).

3. general principles of this policy

We apply this Policy in accordance with the following principles. Further details are set out in the remainder of this Policy.

3.1 **We act in accordance with Requests when legally required to do so.** The basis for the Requests that we comply with may be pursuant to specific laws and regulations. Such actions may include the removal or disabling of certain content.

3.2 **We may depart from this Policy from time to time for various reasons**, including for instance, due to applicable laws and regulations or pursuant to professional advice we have received on the matter.

3.3 **We do not automatically comply with all Requests.** We will always carefully review all Requests to ensure that we comply with all applicable laws and regulations in our response, while respecting our users' rights. That may include taking appropriate internal and third-party professional advice.

4. HOW WE APPLY THIS POLICY

We note the following in relation to how we apply this Policy:

(a) **In certain circumstances, we may not be able to remove information and/or content due to a conflict of legal requirements in different jurisdictions.** In those cases, we may treat such information and/or content differently for different jurisdictions.

(b) **We will carefully review all Requests to make sure they comply with the applicable laws and regulations.** Where relevant or necessary, we may require appropriate legal and/or supporting documentation to be provided by the Requesting Authority before we comply with the Request.

(c) **Nothing in this Policy waives or limits any of our rights under all applicable laws and regulations – we expressly reserve all such rights and may respond to any Requests at our sole discretion.** We may, as appropriate, question any Requests – including requesting governmental/judicial review of, and third-party legal advice regarding, any Requests.

5. an overview of how we deal with requests

5.1 When we receive a Request, we will generally deal with such Request in accordance with the following (and always subject to applicable laws and regulations):

- (a) Review of the Request, to ensure that it meets all relevant legal and our requirements.
- (b) Responding to the Requesting Authority regarding the outcome of the Request.

6. WHAT KINDS OF REQUESTS DO WE RESPOND TO?

6.1 General requirements

To the extent permitted by applicable laws and regulations, all Requests must:

- (a) be typed and in PDF file format;
- (b) be sent on the Requesting Authority's letterhead and signed by an appropriate and authorised representative of the Requesting Authority - see Section 6.2;
- (c) include all information as set out in Section 6.3;
- (d) be sent in accordance with Section 9;
- (e) be drafted in, or translated to, **English**; and
- (f) comply with all applicable laws and regulations. We expect all Requesting Authorities to have already obtained legal advice on whether a Request meets this requirement.

Note that we may not respond to any Requests that do not meet the above requirements.

6.2 Who can send Requests?

Appropriate Requesting Authorities may be different in different jurisdictions. Depending on the jurisdiction, legitimate Requests may be submitted by several types of government agencies, such as telecommunication authorities, law enforcement agencies and consumer protection authorities.

The power of many of these authorities will differ depending on the jurisdiction in question. As above, we will review all Requests in accordance with applicable laws and regulations.

6.3 Form of Request

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- (a) the Requesting Authority's identity;
- (b) the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "**Request Contact**"), including their rank, badge/identification number and identification documents;
- (c) the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- (d) contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;

- (e) a reasonable date that we should respond to the Request by;
- (f) list of specific type of data and actions being requested;
- (g) purpose of which each type of requested data is to be used in relation to the Request;
- (h) why is the requested type of data considered necessary for the purpose; and
- (i) the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

7. REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

8. WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be emailed to CloudLE_TCL@tencent.com with the subject "Governmental Request".

Please note that:

- (a) we may not, or take longer to, respond to any Requests not sent to the assigned contact details above;
- (b) we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details; and
- (c) if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

9. QUESTIONS

For general questions regarding this policy not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note that we will not be responsive to unrelated enquiries.

Information Requests South-Korea

Law Enforcement Data Request Guidelines

South-Korea

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INTRODUCTION

These operational guidelines are for any law enforcement authority or other government authority (the “**Requesting Authority**”) making a request to Tencent Korea Yuhan Hoesa (“**we**”, “**our**”, “**us**” or “**Tencent Cloud Korea**”), which operates cloud services in the Republic of Korea (“**Tencent Cloud Korea Services**”), for disclosure of data about our users of Tencent Cloud Korea Services (a “**Request**”).

We respond to Requests made by a Requesting Authority in accordance with these guidelines, subject always to applicable laws and regulations and our internal guidelines.

We provide (access to) user information in response to Requests when legally required to do so. We will scrutinize all requests to make sure they comply with the applicable laws and regulations. Where permitted, relevant or necessary, we may require appropriate legal and/or supporting documentation to be furnished by the Requesting Authority before we can provide the relevant user information requested. Such documents may include a court order, subpoena, search warrant, authorization document(s) and/or other valid legal process, as the case may be.

We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. These guidelines are applicable to Requests from Requesting Authorities only. Nothing in these guidelines shall be used to create any legal obligations or any enforceable rights against Tencent Cloud Korea or any other member of the Tencent group.

Disclaimer on Requests for data not held by Tencent Cloud Korea: From time to time, we receive Requests for disclosure of data which do not belong to and/or are not held by Tencent Cloud Korea but a separate entity. The responsibility is on the Requesting Authority to make the appropriate request(s) to such other entities and/or affiliates as necessary.

WHAT KINDS OF REQUESTS DO WE RESPOND TO?

We respond to the following types of Requests:

Preservation Requests

We accept Requests issued in accordance with applicable laws and regulations from Requesting Authorities to preserve specified records or data, pending the issuance of valid legal process. Please complete this [form](#) to make a Preservation Request. If we do not receive formal legal request in accordance with applicable laws and regulations for the preserved information before the end of the preservation period, the preserved information may be deleted when

the preservation period expires where permitted by applicable laws and regulations. In addition to the information described below (in "Form of Request"), Preservation Requests must, to the extent permitted by applicable laws and regulations, be sent on law enforcement letterhead, signed or affixed with seal, and must include a statement with details about steps that are being taken to obtain legal process for the data sought to be preserved. In specific cases, we may need further supporting and/or legal documentation before we can respond to a Preservation Request. All our rights in this regard are fully and expressly reserved.

Emergency Requests

Requests from Requesting Authorities that give us a good faith belief regarding an imminent emergency involving risk of death, serious physical injury to a person or any risk of harm to a child. Please note that we evaluate Emergency Requests on a case-by-case basis in compliance with applicable laws and regulations. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request, without unnecessarily jeopardizing or delaying our response(s) to the Requests. Please complete this [form](#) to make an Emergency Request.

Legal Process Requests

All other Requests made by a Requesting Authority in accordance with applicable laws and regulations. This may include Requests arising from valid search warrants and subpoenas and other valid legal process, or valid Requests made in accordance with applicable mutual legal assistance arrangements and channels. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request. Please complete this <https://cloudcache.intl.tencent-cloud.com/document/Legal%20Process%20Request%20-%20Preservation%20Request%20Form.docx> to make a Legal Process Request.

RETAINING AND DISCLOSING OF DATA

We will only retain and disclose data in accordance with our [Terms of Service](#) and [Privacy Policy](#), subject always to applicable laws and regulations.

FORM OF REQUEST

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- the Requesting Authority's identity;
- the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "Request Contact"), including their rank, badge/identification number and identification documents;
- the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;

- contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- a reasonable date that we should respond to the Request by;
- if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud Korea Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- list and specific type of data being requested;
- purpose for which each type of requested data is to be used in relation to the Request;
- why is the requested type of data considered necessary for the purpose and
- the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

The form to be used to make an Emergency Request, certifying the truthfulness and correctness of the Request, can be found [here](#).

NOTIFICATION OF OUR USERS

We respect our users' rights and privacy. We may therefore notify (and in certain cases, obtain consent from) the relevant user about any Requests for their data prior to disclosure, unless we are prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such disclosure may create imminent serious danger or risk for us or any third party.

If we are required or choose to legally provide a Requesting Authority with our users' data, to the extent such data contains personal information, in compliance with applicable laws and regulations, we will request the Requesting Authority to limit the purpose and method of use and other necessary matters, or to prepare necessary safeguards to ensure the safety of the personal information.

A Requesting Authority that believes that notification would jeopardize a law enforcement investigation should obtain an appropriate legal process that specifically prohibits member notification. It is the Requesting Authority's responsibility to request that we do not notify a user of your Request because it would jeopardize a law enforcement investigation, including but not limited to providing the appropriate court order or legal process prohibiting such

notification. We will carefully consider your Request and our compliance with the same will be subject to applicable laws or regulations. All our rights in this regard are expressly reserved. If your Request draws attention to an ongoing violation of our Terms and Policies, we will – to the extent permitted by applicable laws and regulations – take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct.

MUTUAL LEGAL ASSISTANCE TREATY REQUESTS

We respond to requests of an international nature made pursuant to a Mutual Legal Assistance Treaty ("MLAT") and other applicable conventions, treaties, protocols or documents of a similar nature entered into between the Republic of Korea and other countries. The MLAT and other applicable conventions, treaties, protocols, or documents of a similar nature will usually determine how the Republic of Korea and these other countries can assist one another in legal matters such as criminal investigations or enforcement proceedings. Through an MLAT or other request, a foreign government can request the Korean government for assistance in procuring evidence from Tencent Cloud Korea. If the Korean government approves the MLAT or other request from the foreign government, and such documentation of approval is provided to us, we will give our best endeavors to render our support in accordance with applicable laws and regulations.

Also, a Requesting Authority may be able to rely on MLAT or other applicable conventions to request data, not held by Tencent Cloud Korea, in the country of the relevant Tencent entity.

REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

TESTIMONY SUPPORT

We do not provide expert testimony support, except to the extent required by applicable laws and regulations.

WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be sent to the following contact details:

emailed to CloudLE_TKYH@tencent.com with the subject "Law Enforcement Agency Disclosure Request".

Please note that:

- we may take longer to respond to any Requests not sent to the above contact details;
- we will not review correspondences sent by anyone other than Law Enforcement Authorities to the above contact details; and
- if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

QUESTIONS

For general questions regarding these guidelines not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note this email does not receive service of legal documents and will not be responsive to unrelated enquiries.

File Attachments:

[LEGAL_PROCESS_REQUEST&PRESERVATION_REQUEST_FORM.docx](#) (30KB)

[EMERGENCY_DISCLOSURE_REQUEST_FORM.docx](#) (30KB)

Government Request Policy South-Korea

Waktu update terbaru : 2021-07-30 15:12:28

1. INTRODUCTION

We receive various requests from governmental authorities in relation to the cloud services we provide in the Republic of Korea ("**Tencent Cloud Korea Services**"). Where such request is made:

(a) by any law enforcement authority or other governmental authority regarding disclosure of data about users of our Tencent Cloud Korea Services and in accordance with legal processes (e.g. court injunction, court orders, subpoenas, police investigations), we will treat such request in accordance with our Law Enforcement Data Request Guidelines; and

(b) in any manner and by any law enforcement authority or other governmental authority other than pursuant to paragraph (a), we will treat such request in accordance with this Governmental Request Policy ("**Policy**") (all such request under this paragraph (b) being a "**Request**").

Requests that fall under paragraph (b) include but are not limited to:

(a) take down requests;

(a) general information requests; and

(c) requests to engage in discussions with governmental authorities.

This Policy applies to Requesting Authorities (as defined below) making a Request. If you do not observe the requirements of this Policy in making your Request, we may not be able to comply with or respond to your Request.

1.1 Tencent Cloud Korea complies with the applicable laws and regulations, and we provide details and/or take steps as legally required in relation to Requests.

1.2 We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. This Policy is applicable to requests from Requesting Authorities only. Nothing in this Policy shall be used to create any legal obligations or any enforceable rights against Tencent Cloud Korea or any other member of the Tencent group.

1.3 In addition to the terms defined above, in this Policy:

(a) "**we**", "**us**", "**our**" or "**Tencent Cloud Korea**" means Tencent Korea Yuhan Hoesa.

(b) "**Request**" means any request pursuant to Section 1.1(b) that this Policy applies to.

(c) "**Requesting Authority**" or "**you**" means the law enforcement authority or other governmental authority making the relevant Request.

2. our relationship with other third parties

2.1 From time to time, we receive requests for disclosure of data which do not belong to and/or are not held by us. To clarify: We cannot assist on requests relating to any platform or service other than Tencent Cloud Korea Services (including any data that is held by or regarding such other platforms or services). It is the Requesting Authority's responsibility to make the appropriate request(s) to such other platforms or services (and their operators) as necessary.

3. general principles of this policy

We apply this Policy in accordance with the following principles. Further details are set out in the remainder of this Policy.

3.1 **We act in accordance with Requests when legally required to do so.** The basis for the Requests that we comply with may be pursuant to specific laws and regulations. Such actions may include the removal or disabling of certain content.

3.2 **We do not retain all user information and content, and such information and content may be deleted, de-personalised and/or revised from time to time.** Our end users maintain the right to treat their information, and we will treat their information, in accordance with our Terms of Service and Privacy Policy. This means that we do not retain all such information, and they may from time to time be revised or deleted. Further information regarding our data handling practice is set out in [Terms of Service](#) and [Privacy Policy](#).

3.3 **We may depart from this Policy from time to time for various reasons,** including for instance, due to applicable laws and regulations or pursuant to professional advice we have received on the matter.

3.4 **We aim to be transparent with our users in the actions that we take.** Before and/or after we comply with a Request (depending on the Request and applicable laws and regulations), we reserve the right to notify (and in certain cases, obtain consent from) our users of the Request (including the actions being sought by the Request) unless we are explicitly requested by the Requesting Authority or prohibited from doing so by applicable laws and regulations and subject to Section 7. This is to ensure that our users have a right to respond to the Request. In addition, where the Request is in relation to actions that may affect other users, we may also notify other users of the relevant Request that we have complied with, subject to applicable laws and regulations.

3.5 **We do not automatically comply with all Requests.** We will always carefully review all Requests to ensure that we comply with all applicable laws and regulations in our response, while respecting our users' rights. That may include taking appropriate internal and third-party professional advice.

4. HOW WE APPLY THIS POLICY

We note the following in relation to how we apply this Policy:

(a) **In certain circumstances, we may not be able to remove information and/or content due to a conflict of legal requirements in different jurisdictions.** In those cases, we may treat such information and/or content

differently for different jurisdictions.

(b) We will carefully review all Requests to make sure they comply with the applicable laws and regulations. Where relevant or necessary, we may require appropriate legal and/or supporting documentation to be provided by the Requesting Authority before we comply with the Request.

(c) Nothing in this Policy waives or limits any of our rights under all applicable laws and regulations – we expressly reserve all such rights and may respond to any Requests at our sole discretion. We may, as appropriate, question any Requests – including requesting governmental/judicial review of, and third-party legal advice regarding, any Requests.

5. an overview of how we deal with requests

5.1 When we receive a Request, we will generally deal with such Request in accordance with the following (and always subject to applicable laws and regulations):

- (a) Review of the Request, to ensure that it meets all relevant legal and our requirements.
- (b) Whether it is permitted, necessary and/or appropriate to notify the affected user(s) (also see Sections 3.6 and 7).
- (c) Responding to the Requesting Authority regarding the outcome of the Request.

6. WHAT KINDS OF REQUESTS DO WE RESPOND TO?

6.1 General requirements

To the extent permitted by applicable laws and regulations, all Requests must:

- (a) be typed and in PDF file format;
- (b) be sent on the Requesting Authority's letterhead and signed or affixed with seal by an appropriate and authorised representative of the Requesting Authority - see Section 6.2;
- (c) include all information as set out in Section 6.3;
- (d) be sent in accordance with Section 9; and
- (e) comply with all applicable laws and regulations. We expect all Requesting Authorities to have already obtained legal advice on whether a Request meets this requirement.

Note that we may not respond to any Requests that do not meet the above requirements.

6.2 Who can send Requests?

Appropriate Requesting Authorities may be different in different jurisdictions. Depending on the jurisdiction, legitimate Requests may be submitted by several types of government agencies, such as telecommunication authorities, consumer protection authorities.

The power of many of these authorities will differ depending on the jurisdiction in question. As above, we will review all Requests in accordance with applicable laws and regulations.

6.3 Form of Request

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- (a) the Requesting Authority's identity;
- (b) the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "**Request Contact**"), including their rank, badge/identification number and identification documents;
- (c) the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- (d) contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- (e) a reasonable date that we should respond to the Request by;
- (f) if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud Korea Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- (g) list and specific type of data and actions being requested;
- (h) purpose for which each type of requested data is to be used in relation to the Request;
- (i) why is the requested type of data considered necessary for the purpose; and
- (j) the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

7. NOTIFICATION OF OUR USERS

Further to Section 3.4, we respect our users' rights and privacy. We may notify (and in certain cases, obtain consent from) the relevant user about any Requests prior to acting on them, unless we are explicitly requested by the Requesting Authority or prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such actions may create imminent danger or risk for us or any third party. This notification may allow the end user to seek appropriate protective relief.

Requesting Authorities who believe that notification would jeopardize an ongoing legal investigation should obtain an appropriate court order or legal process that specifically prohibits notification of our users or otherwise substantiate its Request on the basis of the applicable laws and regulations. It is the Requesting Authority's responsibility to Request and substantiate in conformance with by applicable laws and regulations that we do not notify a user of the Request.

If we are required or choose to legally provide a Requesting Authority with our users' data, to the extent such data contains personal information, in compliance with applicable laws and regulations, we will request the Requesting Authority to limit the purpose and method of use and other necessary matters, or to prepare necessary safeguards to ensure the safety of the personal information. If your Request is in relation to an ongoing or prior violation of our Terms of Service and Privacy Policy, we will take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct, all subject to and in conformance with by applicable laws and regulations. If you believe in good faith that such actions will jeopardize an ongoing investigation, it is your responsibility to request that we defer such action, whenever possible pursuant to applicable laws and regulations including providing to us the appropriate court order or legal process prohibiting such notification.

We reserve the right to challenge any non-disclosure requests or orders, pursuant to applicable laws and regulations.

8. REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

9. WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be emailed to CloudLE_TKYH@tencent.com with the subject "Governmental Request".

Please note that:

- (a) we may not, or take longer to, respond to any Requests not sent to the assigned contact details above;
- (b) we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details; and
- (c) if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

10. QUESTIONS

For general questions regarding this policy not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note that we will not be responsive to unrelated enquiries.

Information Requests Rest of World

Law Enforcement Data Request Guidelines

Rest of the World

Waktu update terbaru : 2021-07-30 15:12:48

INTRODUCTION

These operational guidelines are for any law enforcement authority or other government authority (the “**Requesting Authority**”) making a request to Aceville Pte Ltd or any other Tencent group company that operates cloud services outside of the People’s Republic of China, South Korea, North America, the European Economic Area, the United Kingdom and Switzerland (“**we**”, “**our**”, “**us**” or “**Tencent Cloud Group**”), for disclosure of data about our users of the cloud services operated by the Tencent Cloud Group (“**Tencent Cloud International Services**”) (a “**Request**”).

We respond to Requests made by a Requesting Authority in accordance with these guidelines, subject always to applicable laws and regulations and our internal guidelines.

We provide (access to) user information in response to Requests when legally required to do so. We will scrutinize all requests to make sure they comply with the applicable laws and regulations. Where permitted, relevant or necessary, we may require appropriate legal and/or supporting documentation to be furnished by the Requesting Authority before we can provide the relevant user information requested. Such documents may include a court order, written order to produce documents or other things, search warrant, authorization document(s) and/or other valid legal process, as the case may be.

We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. These guidelines are applicable to Requests from Requesting Authorities only. Nothing in these guidelines shall be used to create any legal obligations or any enforceable rights against Tencent Cloud Group or any other member of the Tencent group.

Disclaimer on Requests for data not held by Tencent Cloud Group: From time to time, we receive Requests for disclosure of data which do not belong to and/or are not held by Tencent Cloud Group but a separate entity. The responsibility is on the Requesting Authority to make the appropriate request(s) to such other entities and/or affiliates as necessary.

WHAT KINDS OF REQUESTS DO WE RESPOND TO?

We respond to the following types of Requests:

Preservation Requests

We accept Requests issued in accordance with applicable laws and regulations from Requesting Authorities to preserve specified records or data, pending the issuance of valid legal process. Please complete this [form](#) to make a

Preservation Request. If we do not receive formal legal request in accordance with applicable laws and regulations for the preserved information before the end of the preservation period, the preserved information may be deleted when the preservation period expires where permitted by applicable laws and regulations. In addition to the information described below (in "Form of Request"), Preservation Requests must, to the extent permitted by applicable laws and regulations, be sent on law enforcement letterhead, signed, and must include a statement with details about steps that are being taken to obtain legal process for the data sought to be preserved. In specific cases, we may need further supporting and/or legal documentation before we can respond to a Preservation Request. All our rights in this regard are fully and expressly reserved.

Emergency Requests

Requests from Requesting Authorities that give us a good faith belief regarding an imminent emergency involving risk of death, serious physical injury to a person or any risk of harm to a minor. Please note that we evaluate Emergency Requests on a case-by-case basis in compliance with applicable laws and regulations. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request, without unnecessarily jeopardizing or delaying our response(s) to the Requests. Please complete this [form](#) to make an Emergency Request.

Legal Process Requests

All other Requests made by a Requesting Authority in accordance with applicable laws and regulations. This may include Requests arising from valid search warrants and written orders to produce documents or other things and other valid legal process, or valid Requests made in accordance with applicable mutual legal assistance arrangements and channels. Where permitted, appropriate and/or necessary, we may require the Requesting Authority to furnish relevant legal and/or supporting documentation confirming their authorization and/or legal basis for making the Request. Please complete this [form](#) to make a Legal Process Request.

RETAINING AND DISCLOSING OF DATA

We will only retain and disclose data in accordance with our [Terms of Service](#) and [Privacy Policy](#), subject always to applicable laws and regulations.

FORM OF REQUEST

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

- the Requesting Authority's identity;
- the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "Request Contact"), including their rank, badge/identification number and identification documents;

- the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;
- contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;
- a reasonable date that we should respond to the Request by;
- if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud International Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;
- list and specific type of data being requested;
- purpose of which each type of data is to be used in relation to the Request;
- why is the requested type of data considered necessary for the purpose and
- the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

The form to be used to make an Emergency Request, certifying the truthfulness and correctness of the Request, can be found [here](#).

NOTIFICATION OF OUR USERS

We respect our users' rights and privacy. We may therefore notify the relevant user about any Requests for their data prior to disclosure, unless we are prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such disclosure may create imminent serious danger or risk for us or any third party.

A Requesting Authority that believes that notification would jeopardize a law enforcement investigation should obtain an appropriate legal process that specifically prohibits member notification. It is the Requesting Authority's responsibility to request that we do not notify a user of your Request because it would jeopardize a law enforcement investigation, including but not limited to providing the appropriate court order or legal process prohibiting such notification. We will carefully consider your Request and our compliance with the same will be subject to applicable laws or regulations. All our rights in this regard are expressly reserved. If your Request draws attention to an ongoing

violation of our Terms and Policies, we will – to the extent permitted by applicable laws and regulations – take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct.

MUTUAL LEGAL ASSISTANCE TREATY REQUESTS

We respond to requests of an international nature made pursuant to a Mutual Legal Assistance Treaty ("MLAT") and other applicable conventions, treaties, protocols or documents of a similar nature entered into between Singapore and other countries. The MLAT and other applicable conventions, treaties, protocols, or documents of a similar nature will usually determine how Singapore and these other countries can assist one another in legal matters such as criminal investigations or enforcement proceedings. Through an MLAT or other request, a foreign government can request the Singapore government for assistance in procuring evidence from Aceville Pte Ltd. If the Singapore government approves the MLAT or other request from the foreign government, and such documentation of approval is provided to us, we will give our best endeavors to render our support in accordance with applicable laws and regulations.

Also, a Requesting Authority may be able to rely on MLAT or other applicable conventions to request data, not held by Tencent Cloud Group, in the country of the relevant Tencent entity.

REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

TESTIMONY SUPPORT

We do not provide expert testimony support, except to the extent required by applicable laws and regulations.

WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be sent to the following contact details:

emailed to CloudLE@tencent.com with the subject "Law Enforcement Agency Disclosure Request".

Please note that:

- we may take longer to respond to any Requests not sent to the above contact details;
- we will not review correspondences sent by anyone other than Law Enforcement Authorities to the above contact details; and
- if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

QUESTIONS

For general questions regarding these guidelines not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note this email does not receive service of legal documents and will not be responsive to unrelated enquiries.

File Attachments:

[LEGAL_PROCESS_REQUEST&PRESERVATION_REQUEST_FORM.docx](#) (30KB)

[EMERGENCY_DISCLOSURE_REQUEST_FORM.docx](#) (30KB)

Government Request Policy Rest of the World

Waktu update terbaru : 2021-07-30 15:14:30

1. INTRODUCTION

1.1 We receive various requests from governmental authorities in relation to the Tencent Cloud International Services.

Where such request is made:

(a) by any law enforcement authority or other governmental authority regarding disclosure of data about users of our Tencent Cloud International Services and in accordance with legal processes (e.g. court injunction, court orders, written orders to produce information, police investigations), we will treat such request in accordance with our Law Enforcement Data Request Guidelines; and

(b) in any manner and by any law enforcement authority or other governmental authority other than pursuant to paragraph (a), we will treat such request in accordance with this Governmental Request Policy ("**Policy**") (all such request under this paragraph (b) being a "**Request**").

Requests that fall under paragraph (b) include but are not limited to:

(a) take down requests;

(c) general information requests; and

(d) requests to engage in discussions with governmental authorities.

This Policy applies to Requesting Authorities (as defined above) making a Request. If you do not observe the requirements of this Policy in making your Request, we may not be able to comply with or respond to your Request.

1.2 The Tencent Cloud Group complies with the laws and regulations pertaining to the individual entities that control our data and we provide details and/or take steps as legally required in relation to Requests.

1.3 We may amend this Policy at any time without notice. We encourage you to check back regularly on this page for updates. This Policy is applicable to requests from Requesting Authorities only. Nothing in this Policy shall be used to create any legal obligations or any enforceable rights against the Tencent Cloud Group or any other member of the Tencent group.

1.4 In this Government Request Policy ("**Policy**"):

(a) "**we**", "**us**", "**our**" or "**Tencent Cloud Group**" means Aceville Pte Ltd and its affiliates that operate cloud services outside of the People's Republic of China, South Korea, North America, the European Economic Area (EEA), the United Kingdom and Switzerland (for which we have separate Governmental Request Policies);

(b) "**Tencent Cloud International Services**" means the cloud services provided by the Tencent Cloud Group;

(c) **“Request”** means any request pursuant to Section 1.1(b) that this Policy applies to; and

(d) **“Requesting Authority”** or **“you”** means the law enforcement authority or other governmental authority making the relevant Request.

2. our relationship with other third parties

2.1 From time to time, we receive requests for disclosure of data which do not belong to and/or are not held by us. To clarify: We cannot assist on requests relating to any platform or service other than Tencent Cloud International Services (including any data that is held by or regarding such other platforms or services). It is the Requesting Authority's responsibility to make the appropriate request(s) to such other platforms or services (and their operators) as necessary.

3. general principles of this policy

We apply this Policy in accordance with the following principles. Further details are set out in the remainder of this Policy.

3.1 **We act in accordance with Requests when legally required to do so.** The basis for the Requests that we comply with may be pursuant to specific laws and regulations. Such actions may include the removal or disabling of certain content in one or more jurisdictions.

3.2 **We do not retain all user information and content, and such information and content may be deleted, de-personalised and/or revised from time to time.** Our end users maintain the right to treat their information, and we will treat their information, in accordance with our Terms of Service and Privacy Policy. This means that we do not retain all such information, and they may from time to time be revised or deleted. Further information regarding our data handling practice is set out in [Terms of Service](#) and [Privacy Policy](#).

3.3 **We aim to apply this Policy consistently and fairly across all jurisdictions where we operate Tencent Cloud International Services, and in accordance with all applicable laws and regulations and our interpretation of potential differences between jurisdictions.** Tencent Cloud International Services are available outside of the People's Republic of China, South Korea, North America, the EEA, the United Kingdom and Switzerland, and to that end we aim to apply all of our terms (including this Policy) fairly and consistently across those jurisdictions.

3.4 **Further to Section 3.3, we may depart from this Policy from time to time for various reasons,** including for instance, due to applicable laws and regulations or pursuant to professional advice we have received on the matter.

3.5 **We aim to be transparent with our users in the actions that we take.** Before and/or after we comply with a Request (depending on the Request and applicable laws and regulations), we reserve the right to notify our users of the Request (including the actions being sought by the Request) unless we are explicitly requested by the Requesting Authority or prohibited from doing so by applicable laws and regulations and subject to Section 7. This is to ensure that our users have a right to respond to the Request. In addition, where the Request is in relation to actions that may

affect other users, we may also notify other users of the relevant Request that we have complied with, subject to applicable laws and regulations.

3.6 We do not automatically comply with all Requests. We will always carefully review all Requests to ensure that we comply with all applicable laws and regulations in our response, while respecting our users' rights. That may include taking appropriate internal and third-party professional advice.

4. HOW WE APPLY THIS POLICY

As above, we aim to apply this Policy fairly and consistently wherever we operate. We note the following in relation to how we apply this Policy:

(a) **In certain circumstances, we may not be able to remove information and/or content due to a conflict of legal requirements in different jurisdictions.** In those cases, we may treat such information and/or content differently for different jurisdictions.

(b) **We will carefully review all Requests to make sure they comply with the applicable laws and regulations.** Where relevant or necessary, we may require appropriate legal and/or supporting documentation to be provided by the Requesting Authority before we comply with the Request.

(c) **Nothing in this Policy waives or limits any of our rights under all applicable laws and regulations – we expressly reserve all such rights and may respond to any Requests at our sole discretion.** We may, as appropriate, question any Requests – including requesting governmental/judicial review of, and third-party legal advice regarding, any Requests.

5. an overview of how we deal with requests

5.1 When we receive a Request, we will generally deal with such Request in accordance with the following (and always subject to applicable laws and regulations):

- (a) Review of the Request, to ensure that it meets all relevant legal and our requirements.
- (b) Whether it is permitted, necessary and/or appropriate to notify the affected user(s) (also see Sections 3.5 and 7).
- (c) Responding to the Requesting Authority regarding the outcome of the Request.

6. WHAT KINDS OF REQUESTS DO WE RESPOND TO?

6.1 General requirements

To the extent permitted by applicable laws and regulations, all Requests must:

- (a) be typed and in PDF file format;
- (b) be sent on the Requesting Authority's letterhead and signed by an appropriate and authorised representative of the Requesting Authority - see Section 6.2;
- (c) include all information as set out in Section 6.3;

(d) be sent in accordance with Section 9;

(e) be drafted in, or translated to, **English**; and

(f) comply with all applicable laws and regulations. We expect all Requesting Authorities to have already obtained legal advice on whether a Request meets this requirement.

Note that we may not respond to any Requests that do not meet the above requirements.

6.2 Who can send Requests?

Appropriate Requesting Authorities may be different in different jurisdictions. Depending on the jurisdiction, legitimate Requests may be submitted by several types of government agencies, such as telecommunication authorities or consumer protection authorities.

The power of many of these authorities will differ depending on the jurisdiction in question. As above, we will review all Requests in accordance with applicable laws and regulations.

6.3 Form of Request

To the extent permitted by applicable laws and regulations, we require that each Request contains the following information, and any other information as required by applicable laws and regulations, in order to process such Request:

(a) the Requesting Authority's identity;

(b) the identity of the specific officer and/or agent of the Requesting Authority responsible for the request (the "**Request Contact**"), including their rank, badge/identification number and identification documents;

(c) the relevant authorisation document(s) of the specific officer and/or agent of the Requesting Authority, if applicable;

(d) contact details for the Request Contact, including phone number, email address (which must be from the Requesting Authority's email domain address) and postal address;

(e) a reasonable date that we should respond to the Request by;

(f) if applicable, the IP address, Uniform Resource Locator, or user of the Tencent Cloud International Services to which the Request relates, including all known information pertaining to the relevant user - including users' identification, account details and/or email addresses. This will help us to identify the data subject and/or other information requested;

(g) list and specific type of data and actions being requested;

(h) purpose for which each type of requested data is to be used in relation to the Request;

(i) why is the requested type of data considered necessary for the purpose; and

(j) the basis of the Request, including the provisions of any laws and/or regulations being relied upon for the Request and, where applicable and/or necessary, details of the nature of the investigation, procedure and/or process being

carried out by the Requesting Authority.

Please note that we may be unable to respond to any vague or incomplete Requests.

7. NOTIFICATION OF OUR USERS

Further to Section 3.5, we respect our users' rights and privacy. We may notify the relevant user about any Requests prior to acting on them, unless we are explicitly requested by the Requesting Authority or prohibited from doing so under applicable laws or regulations, by the terms of any legal process (such as a confidentiality order), or where we reasonably believe that such actions may create imminent danger or risk for us or any third party. This notification may allow the end user to seek appropriate protective relief.

Requesting Authorities who believe that notification would jeopardize an ongoing legal investigation should obtain an appropriate court order or legal process that specifically prohibits notification of our users or otherwise substantiate its Request on the basis of the applicable laws and regulations. It is the Requesting Authority's responsibility to Request and substantiate in conformance with by applicable laws and regulations that we do not notify a user of the Request.

If your Request is in relation to an ongoing or prior violation of our Terms of Service and Privacy Policy, we will take action to prevent further abuse, including actions that may notify the user that we are aware of their misconduct, all subject to and in conformance with by applicable laws and regulations. If you believe in good faith that such actions will jeopardize an ongoing investigation, it is your responsibility to request that we defer such action, whenever possible pursuant to applicable laws and regulations including providing to us the appropriate court order or legal process prohibiting such notification.

We reserve the right to challenge any non-disclosure requests or orders, pursuant to applicable laws and regulations.

8. REIMBURSEMENT OF COSTS

To the extent permitted by applicable laws and regulations, we may seek reimbursement of our costs in responding to a Request.

9. WHERE SHOULD REQUESTS BE SENT TO?

All Requests should be emailed to CloudLE@tencent.com with the subject "Governmental Request".

Please note that:

- (a) we may not, or take longer to, respond to any Requests not sent to the assigned contact details above;
- (b) we will not review correspondences sent by anyone other than Requesting Authorities to the above contact details; and
- (c) if we accept any legal processes via the above contact details, such acceptance is for convenience only and does not waive any of our rights or objections, including for lack of proper service or jurisdiction.

10. QUESTIONS

For general questions regarding this policy not related to specific Request(s), please contact us by email at CloudPolicy@tencent.com. Please note that we will not be responsive to unrelated enquiries.

Privacy FAQs

Waktu update terbaru : 2019-09-19 20:45:04

1.Introduction

We take your data privacy and security very seriously. Whether you are an individual user, a small business owner or a large corporation, we take steps to ensure that your content is stored and processed by us in a transparent way and using secure and reliable technology.

We understand that your trust is something we earn. As part of that process, we work to keep you informed of our data security policies and measures, as they may change over time.

These FAQs explain some basic principles that we apply to our provision of Tencent Cloud, particularly for those customers and prospective customers who have questions about how Tencent Cloud meets the requirements of data protection laws and other applicable regulations concerning data privacy and security.

These FAQs are intended to be a general overview and do not constitute legal advice. We urge you to consult with your own legal counsel to familiarise yourself with the requirements that govern your specific circumstances and to take advice as necessary.

For further information regarding Tencent Cloud's data privacy and security practices and these FAQs:

(a)Please review the Tencent Cloud Privacy and Data Processing Policy – which sets out how we collect, store and process your content on Tencent Cloud.

(b)Please contact our Customer Support team via phone at +86 4009 100 100, or online at <https://console.tencentcloud.com/workorder>. We would be pleased to discuss with you how we maintain the privacy and security of your content and answer any questions or concerns you may have.

2.Who owns and controls your content?

You do. All content that you upload to Tencent Cloud remains yours, and you remain in control of it.

We do not access or use your content for any purpose, other than for providing Tencent Cloud to you. For example, Tencent will not use your content for marketing purposes or perform analytics on your content.

You decide who may access your content and how that access is made available – Tencent makes available various security and authentication methods to help you with such efforts. Tencent delivers Tencent Cloud using commercially available internet connections and browser software. You (and any related users you choose to give access to your content) may log into Tencent Cloud using unique usernames and passwords.

3.Does Tencent share your content with third parties?

No. Tencent Cloud is designed to protect the security and confidentiality of your content. We will not share your content with anyone else other than in exceptional circumstances, such as where we believe we are legally required to do so (for example, if we are subject to a court order for disclosure), or where we need to do so in order to enforce or protect your rights, our own rights or the rights of other users.

Please consult our Tencent Cloud Terms of Service for further details of the limited circumstances in which we will disclose your content.

4.Where does Tencent store your content?

We offer you the right to select where your content is stored from a list of potential locations. All of our data centres meet industry-accepted technical and security standards.

If at any time we are no longer able to store your content in your selected location, we will notify you and offer you the alternative storage locations available at that time.

5.Does Tencent comply with data protection laws?

Yes. We have a comprehensive privacy and security programme directed at protecting your content, including your personal data (see below, **Q7. How does Tencent protect your content?**). We comply with our obligations under data protection laws.

Because we only process your content in order to provide Tencent Cloud to you in accordance with your instructions, we are considered a "data processor" (or the equivalent designation under data protection laws in your jurisdiction). While the law varies from jurisdiction to jurisdiction as to the obligations applicable to data processors, we comply with all obligations binding on us in our role as a data processor in providing Tencent Cloud to you.

6.How does Tencent help you comply with data protection laws when you use Tencent Cloud?

Because you maintain ultimate control over the collection and use of your content, you will be considered a "data controller" (or equivalent designation) under data protection laws in respect of your content that contains personal data. This means that you will need to comply with data protection laws when you use Tencent Cloud.

We have designed Tencent Cloud in a way that enables you to comply with your obligations. We do this by:

- (a) allowing you to maintain control over the manner in which your content is accessed and processed (see** Q2. Who owns and controls your content?**) ;
- (b) not sharing your content with third parties, except in accordance with our Terms of Service (see **Q3. Does Tencent share your content with third parties?**) ;
- (c) allowing you to choose the location of storage of your content (see Q4. Where does Tencent store your content?) ;
- (d) complying with applicable data protection laws (see **Q5. Does Tencent comply with data protection laws?**) ;
- and
- (e) maintaining industry-accepted security measures for the purpose of protecting your content (see **Q7. How does Tencent protect your content?**) .

Please note that data protection laws and regulations and how they are interpreted and enforced may change over time, and there may be other laws and regulations that apply to you. You should obtain legal advice to ensure that you are familiar with the requirements governing your use of data and other aspects of your business.

7. How does Tencent protect your content?

We have implemented a comprehensive privacy and security programme for the purpose of protecting your content. This programme includes the following:

7.1 Data security. We have designed and implemented the following measures to protect customer's data against unauthorised access:

- (a) standards for data categorisation and classification;
- (b) a set of authentication and access control capabilities at the physical, network, system and application levels;
- and
- (c) a mechanism for detecting big data-based abnormal behaviour.

**7.2 Network security.* *We implement stringent rules on internal network isolation to achieve access control and border protection for internal networks (including office networks, development networks, testing networks and production networks) by way of physical and logical isolation.

7.3 Physical and environmental security. Stringent infrastructure and environment access controls have been implemented for Tencent Cloud's data centres based on relevant regional security requirements. An access control matrix is established, based on the types of data centre personnel and their respective access privileges, to ensure effective management and control of access and operations by data centre personnel.

7.4 Incident management. We operate active and real-time service monitoring, combined with a rapid response and handling mechanism, that enables prompt detection and handling of security incidents.

7.5 Compliance with standards. We comply with the following standards:

- (a) Information security management system – ISO 27001:2013.
- (b) IT service management – ISO/IEC 20000-1:2011.
- (c) Quality management system – ISO/IEC 9001:2015.

8. How does Tencent respond to regulatory requests for your content?

We may, from time to time, receive regulatory requests to disclose your content to regulators or law enforcement bodies. When we receive these requests, we take reasonable steps to query them and establish whether or not we are legally required to respond to them. When we are required to respond to such a request, we do everything we reasonably can to protect your confidentiality.

9. How can you protect your content?

Tencent Cloud provides a number of features that allow you to enhance the protection of your content. It is your responsibility to carefully select and use the features that are appropriate to you, in accordance with your own security policies. For example:

- (a) you can select the transmission method and transmission protocols for your data (e.g. HTTPS, SSH); and
- (b) you can select enhanced network security protection products such as dedicated access lines and IPsec VPN.

Please take steps to keep your (and your authorised users') account login credentials safe. Please change your Tencent Cloud account passwords regularly to reduce the risk of your account being improperly accessed. Passwords should be unique and be difficult for others to deduce. If you suspect an unauthorised person has accessed your Tencent Cloud account, please notify us immediately – until we disable your account after receiving such notification from you, you are responsible for all acts and omissions within your Tencent Cloud account.

Cookies Policy

Waktu update terbaru : 2024-01-10 16:23:58

This Cookies Policy applies to Tencent Cloud International and our website available at <https://www.tencentcloud.com/> (together, the “**Services**”). When you use the Services, we may use cookies log files, pixel tags, web beacons, scripts, eTags and similar files or technologies (collectively, “**cookies**”) to collect and store information we automatically collect about your device and use of the Services. This Cookies Policy explains what cookies are, what kind of cookies may be used in our Services and how you can manage cookies.

For the purposes of this Cookies Policy, “**we**”, “**us**” and “**our**” means Tencent Cloud Europe B.V. (in the case of persons located in the EEA, UK and Switzerland) and the entity you have contracted with as set out in the [Terms of Service](#) (in the case of persons located outside of the EEA, UK and Switzerland). For the purpose of any personal data we collect through cookies, we are the data controller.

Our representative in the EU for the purpose of EU data protection laws is Tencent Cloud Europe B.V., a company incorporated in the Netherlands with the registered address at Buitenveldertselaan 1-5, 1082 VA, Amsterdam, the Netherlands. Our EU representative and our data protection officer can be contacted here.

1. WHAT ARE COOKIES?

Cookies are text files which are placed on your device when a website is loaded on your browser. They are widely used in order to make websites work or work more efficiently, as well as to provide information to the owner of the site or to another site that recognizes that cookie.

First party and third party cookies

Cookies can be first party or third party. A first party cookie is set directly by us to your device, whereas a third party cookie is set by a third party (such as analytics providers and our advertisers and business partners).

Persistent and session cookies

Cookies can be persistent or session cookies depending on the time that they remain on your device. A persistent cookie is stored on your device after your web browser is closed or once your session ends. It can be used by the Services to recognize your device when you open your browser and use the Services again. A session cookie exists temporarily on your device while your browser is open. It is deleted automatically once you leave the website or close your browser.

In the European Economic Area, United Kingdom and Switzerland, we will only use non-essential cookies with your consent.

If you do not accept the use of cookies, please disable them using the instructions below and changing your browser settings so that cookies cannot be placed on your device.

2. WHAT KIND OF COOKIES DO WE USE?

The table(s) below explain the cookies used by us and our partners in connection with the Services.

Strictly Necessary Cookies

These cookies are essential to the functioning of the Services, to provide a service requested by you or to comply with the law (e.g. security requirements of data protection laws). These cookies will be collected once our website is loaded on your browser and cannot be turned off as we cannot provide the Services without them.

| Cookie | Cookie Name | Purpose | Duration |
|---------------------------|-----------------|-----------------------------------|----------|
| Tencent Cloud First Party | uin | To check your login status | Session |
| Tencent Cloud First Party | skey | To check your login status | Session |
| Tencent Cloud First Party | s_url | To check your login status | Session |
| Tencent Cloud First Party | qcmainCSRFToken | To protect security of your login | Session |
| Tencent Cloud First Party | OwnerUin | To indicate user identity | Session |
| Tencent Cloud First Party | Appid | To indicate user identity | Session |

Functionality Cookies

These cookies allow us to remember your preferences and choices you make on the site.

| Cookie | Cookie Name | Purpose | Duration |
|---------------------------|---------------|--|----------|
| Tencent Cloud First Party | language | To remember any selection a user has made about language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site. | 180 days |
| Tencent Cloud First Party | intl_language | To remember any selection a user has made about language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site. | 180 days |
| Tencent Cloud | Intl | To remember any selection a user has made about | 180 days |

| | | | |
|-------------|--|--|--|
| First Party | | language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site. | |
|-------------|--|--|--|

Performance Cookies

These cookies allow us to collect information about your online activity, including behavioral data and content engagement. They allow us to provide you with a better user experience and to maintain, operate and continually improve the Services.

| Cookie | Cookie Name | Purpose | Duration |
|---------------------------|-----------------------------|--|----------------------------------|
| Tencent Cloud First Party | intl_sid | For user statistics ID | 365 days |
| Tencent Cloud First Party | qcloud_from | To identify the source of visiting users | 90 days |
| Tencent Cloud First Party | qcloud_visitId | To analyse website statistics | Session |
| Tencent Cloud First Party | sajssdk_2015_cross_new_user | To identify new users who are visiting the webpage for the first time | until 11:59 p.m. of the same day |
| Tencent Cloud First Party | sensorsdata2015jssdkcross | To identify user, device settings and mode of entering the webpage, for the purposes of identifying first time visitors of the website on an annual basis. | 2 years |

3. HOW TO MANAGE OR DELETE COOKIES?

We use cookies when providing our Services to make sure you can use and enjoy our Services easily. Some of the cookies are essential and we cannot provide our Services without them, but there are others that can be turned off. You have the right to choose whether or not to accept non-essential cookies and we have explained how you can exercise this right below. However, please note that if you choose to refuse or, at a later stage, opt-out of certain cookies or other essential locally stored data, you may not be able to use the full functionality of the Services.

Most devices (in the case of mobile applications) and browsers (in the case of web apps and pages) allow you to change your cookie settings. These settings will typically be found in the “options” or “preferences” menu of your browser. This lets you control your cookie settings so that you can:

see what cookies or other locally stored data are used and delete them on an individual basis

block third party cookies
block cookies from particular sites
block all cookies from being set
delete all cookies when you close your browser

For more information on how to manage popular browsers, please see below:

Cookie settings in Chrome for web and Android

Cookie settings in Safari web and iOS

[Cookie settings in Internet Explorer](#)

Cookie settings in Firefox

You can change the settings for the cookies we use in our Services at any time in our preference center.

How to opt out of third party cookie use

If you want to reduce your settings at any time (for example, if you accept all cookies, but later decide you do not want a certain type of Cookie) you can use your browser settings to remove any third party cookies or similar technologies dropped on your previous visit. To opt out of Google Analytics' use of cookies, a Chrome browser add-on is available.

If you would like to find out more about cookies and their use on the Internet, you may find the following link useful: [All About Cookies](#).

4. CHANGES TO THIS COOKIES POLICY

We will update this Cookies Policy to reflect changes in our practices and services. When we post changes to this Cookies Policy, we will revise the "Last Updated" date at the top of this Cookies Policy. If we make any material changes in the way we collect, use, and/or share information held in cookies, we will notify you by prominently posting notice of the changes when you log in to or use the Services. We recommend that you check this page from time to time to inform yourself of any changes to this Cookies Policy.

5. COOKIES THAT HAVE BEEN SET IN THE PAST

If you have disabled one or more cookies, we may still use information collected from cookies prior to your disabled preference being set, however, we will stop using the disabled cookie to collect any further information.

6. CONTACT US

If you have any questions or comments about this Cookies Policy, please contact us via email at cloudlegalnotices@tencent.com.

Event Registration Instructions

Waktu update terbaru : 2020-07-22 16:53:00

Event Registration Instructions

If you choose the following contact methods, it means that you are aware of the following:

SMS

By checking the checkbox, you represent the owner of the phone number provided, and authorize Tencent to send marketing information (as well as service updates and other non-marketing information) to the phone number via SMS. Receiving such information does not necessarily mean purchasing Tencent products or services. SMS fees may be incurred by this subscription service, and are charged according to your phone plan (please contact your telecommunications services provider for more information about SMS rates and services). You can reply "STOP" or follow the instructions in the SMS message to unsubscribe at any time. If you have any questions, please contact us using the contact information in the [Privacy Policy](#).

Email

By checking this checkbox, you agree to provide Tencent with your email address so that we can contact and offer you updates and marketing information on Tencent products and services. You can unsubscribe at any time by clicking the unsubscribing link in the email. If you have any questions, please contact us using the contact information in the [Privacy Policy](#).