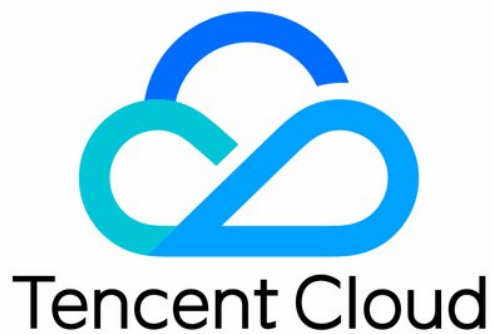


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최종 업데이트 날짜: : 2024-01-23 10:18:26

텐센트 클라우드 이용약관

Tencent가 제공하는 관련 웹사이트, 네트워크, 애플리케이션, 소프트웨어 및 기타 서비스 및 관련된 문서(총칭하여 “**본서비스**”)를 포함하는 온라인 서비스(총칭하여 “**Tencent Cloud**”)에 오신 것을 환영하며, 관심을 가져 주셔서 감사 합니다. 본 이용약관은 귀하의 본 서비스 이용에 관한 귀하와 Tencent 간의 법적으로 구속력 있는 계약입니다. 본 약 관의 목적상, “**Tencent**” 및 “**당사**”라 함은 제3조에 명시된 해당되는 Tencent 계약주체를 의미합니다. “**계열회사**” 또는 “**계열회사들**”은 직·간접적으로 어느 인을 지배하거나 직·간접적으로 어느 인의 지배를 받거나 또는 어느 인과 동일 지배하에 있는 실체를 의미하며, “**지배**”는 계약, 경영약정, 의결권부 신탁 등의 방식으로 어느 인의 의결권이나 주식 지분의 50%를 초과하여 지배하는 경우를 의미합니다.

아래 약관을 주의 깊게 읽어 주시기 바랍니다.

“동의”를 클릭하거나 서비스를 다운로드 또는 설치하거나 기타 방법으로 서비스에 액세스하거나 이를 이용하는 경우, 귀하는 귀하가 아래의 조건들{[여기](#)에 온라인 게시된 서비스에 적용되는 당시의 추가 조건들(데이터 처리 및 보안에 관한 계약(Data Processing and Security Agreement), 이용목적 제한 방침(Acceptable Use Policy), 저작권 방침(Copyright Policy), 중국 서비스 지역 약관(PRC Service Region Terms), 북미 약관(North America Terms), 유럽경제 지역 소비자 약관(EEA Consumer Terms), 독일 약관(Germany Terms), 대한민국 약관(South Korea Terms), 서비스별 조건, 서비스수준협약, 그리고 다른 모든 지역별 약관(총칭하여 “**추가약관들**”이라 하고, 이용약관과 함께 총칭하여 “**본약관**”이라 함) 등) 포함}을 읽고 이해하였으며, 귀하의 서비스 이용에 대한 조건으로 귀하가 아래 조건들에 구속되는 데 동의하는 것으로 간주됩니다. 추가 약관들에는 개인정보보호방침(Privacy Policy) 또는 쿠키 관련 방침(Cookies Policy)(둘 다 [여기](#)에서 찾으실 수 있습니다)이 포함되지 않습니다. 본 서비스에 또는 본 서비스를 통해 전송된 귀하의 개인정보(데이터 처리 및 보안에 관한 계약(Data Processing and Security Agreement)에 정의된 바와 같음)를 당사가 이용하는 것에 대한 추가 정보는 당사의 개인정보보호방침(Privacy Policy), 쿠키 관련 방침(Cookies Policy) 및 데이터 처리 및 보안에 관한 계약(Data Processing and Security Agreement)을 참조해 주시기 바랍니다. 귀하가 이용 자격이 없거나 본 약관에 동의하지 않는 경우, 귀하는 Tencent의 서비스 이용 허가를 받을 수 없습니다. 귀하의 서비스 이용 및 귀하에 대한 Tencent의 서비스 제공은 본 약관에 구속되기로 하는 Tencent와 귀하 간의 합의를 구성합니다.

1. 본 서비스 및 애플리케이션. 본 서비스에 대한 추가 설명은 [여기](#)를 참조해 주시기 바라며, 본 서비스는 다음을 포함 합니다: (a) Tencent가 Tencent 고객들이 서비스를 이용할 수 있도록 통상적으로 제공하는 양식으로 작성된 문서들 (수시로 업데이트되는 내용 포함); (b) 본 서비스와 관련하여 Tencent가 제공하는 API, 모바일 애플리케이션 및 소프트웨어; 및 (c) 귀하가 구매하는 모든 추가 서비스. 본 서비스와 함께 사용되거나 달리 Tencent Cloud 상에서 호스팅되기 위하여 귀하가 작성하거나 귀하를 위하여 작성된 소스코드(source code)를 포함하여(“**애플리케이션**”), 본 서비스는 귀하로 하여금 본 서비스를 이용하여 애플리케이션을 개발하거나 본 서비스상에서 애플리케이션을 구동할 수 있게 할 수 있습니다.

2. 이용자격. 14세 이상인 자만이 본 서비스를 이용할 수 있습니다. 본 약관에 동의함으로써, 귀하는 당사에 다음을 진술 및 보장합니다: (a) 귀하는 14세 이상이고; (b) 이전에 귀하의 본 서비스 이용이 정지 또는 해지된 바 없으며; 또한 (c) 귀하의 본 서비스 등록 및 본 서비스 이용은 일체의 관계 법령을 준수하고 있습니다. 귀하가 법인, 조직 또는 회사인 경우, 귀하를 대신하여 본 약관에 동의하는 개인은 자신이 귀하로 하여금 본 약관에 구속될 수 있게 할 수 있는 권한을 가지며, 귀하가 본 약관에 구속되는 데 동의함을 진술 및 보장합니다.

3. 계약주체; 준거법

(a) 귀하의 등록된 청구지 정보에 명시된 국가에 따라: 아래 표에 명시된 바와 같이, (i) 본 약관에 따라 귀하와 계약을 체결하는 Tencent 법인 및 (ii) 본 약관 및 귀하의 본 서비스 이용에 적용되는 준거법이 결정됩니다. 본 약관과 상충되는 사항에도 불구하고, 귀하는 예를 들어, 해당되는 지역에서의 Tencent의 내부 운영 구조에 따라 또는 해당되는 법령 및 규정을 준수하기 위하여 필요한 경우, 당사의 계열회사 중 하나에 의하여 당사가 적절하다고 간주하는 범위 내에서 본 서비스가 제공될 수 있음을 인정하고 동의합니다. 특히, 본 서비스가 중국 지역에서 제공될 때에는, 귀하는 해당되는 중국 법령 및 규정을 준수하기 위하여 Tencent Cloud Computing (Beijing) Co., Ltd.에 의하여 제공됨을 인정하고 동의합니다. “중국”은 중화인민공화국을 의미하며, 본 약관의 목적에 한해 홍콩특별행정구, 마카오특별행정구 및 타이완은 포함하지 않습니다.

귀하의 소재지	Tencent 계약주체	준거법
유럽경제지역, 영국 및 스위스	Tencent Cloud Europe B.V., Buitenveldertselaan 1-5, 1082 VA, Amsterdam, the Netherlands에 소재한 네덜란드 등록 법인	잉글랜드 및 웨일스
북미	Tencent Cloud LLC, Claremont 2747 Park Blvd, Palo Alto, CA 94306에 소재한 델라웨어주 등록 법인	미국 캘리포니아주
대한민국	대한민국 서울시 강남구 테헤란로 152(역삼동 강남파이낸스센터)에 소재한 대한민국 등록 법인 텐센트코리아유한회사	대한민국
기타 국가들	Aceville Pte Ltd, 30 Raffles Place, #12-01, Oxley @ Raffles, Singapore 048622에 소재한 싱가포르 등록 법인	싱가포르

(b) 귀하의 등록된 청구지 정보에 명시된 국가에 따라 다음과 같이 추가 약관 또는 다른 약관이 적용될 수 있습니다. 예를 들어, 귀하의 본 서비스 이용에 관계 법령에 따른 소비자 보호 규정이 적용되는 경우, 유럽경제지역 소비자 약관, 독일 약관, 대한민국 약관 및 기타 지역별 약관에 명시된 추가적인 조건들이 적용됩니다. 귀하의 등록된 청구지 정보에 명시된 국가가 북미에 소재하는 경우, 귀하는 아래 북미 약관의 적용을 받습니다. 귀하가 중국 지역에서 본 서비스를 이용하고자 하는 경우, 귀하는 중국 서비스 지역 약관의 적용을 받습니다. 또한, 해당되는 현지 법령에 따라 귀하의 이용에 추가 약관 또는 다른 약관이 적용될 수 있습니다.

4. 서비스 이용

(a) **계정 및 등록.** 귀하가 본 서비스에 액세스하도록 승인된 Tencent Cloud 계정(“계정”)을 등록하는 경우, 귀하는 당사에 귀하의 성명, 우편주소, 이메일 주소 및/또는 기타 연락처 등 특정 정보를 제공하도록 요구될 수 있습니다. 귀하는 귀하가 당사에 제공한 정보가 정확하며 해당 정보를 항상 정확하고 최신의 상태로 유지하는 데 동의합니다. 선택이 가능한 경우, 귀하는 제3자 플랫폼 계정을 통해 계정을 등록할 수 있습니다. 귀하는 그 제3자의 플랫폼의 해당되는 약관을 추가로 준수한다는 데 동의합니다. 당사는 귀하에 대해 계정 생성권을 거부할 수 있습니다. 귀하는 모든 계정

정보와 액세스 인증정보를 안전하게 관리할 책임을 지고, 귀하, 귀하의 직원 또는 제3자(계약자, 대리인 및/또는 최종 사용자들 포함)에 의해 승인되었거나 수행되었는지에 관계없이, 귀하가 그 계정 정보와 액세스 인증정보를 적절히 안전하게 관리하지 않음으로 인한 상황을 포함하여 귀하의 계정 하에 발생한 모든 활동 및 계정 또는 서비스의 모든 사용에 관한 책임을 집니다. 본 약관에 대한 당사의 위반으로 인하여 발생한 경우를 제외하고, Tencent 및 그 계열회사는 귀하의 계정에 대한 무단 액세스에 관하여 책임을 지지 않습니다. 본 약관을 위반하거나 누구에 의해서든 귀하의 계정을 사용하는 경우 해당 위반이나 사용이 귀하에 의해 이루어진 것으로 간주되며, 이 경우 귀하는 당사에 대한 의무를 면제받을 수 없습니다.

(b) **라이선스.** 귀하의 계정이나 애플리케이션에 액세스하는 법인이나 개인들을 본 약관에서 “**최종이용자들**”이라 합니다. 귀하는 계약기간(아래 9조에서 정의됨) 동안 본 약관에 따라 본 서비스에 액세스하여 이를 이용하고, 귀하의 승인된 최종이용자들이 그렇게 하도록 보장하여야 합니다. 본 서비스는 계약기간 동안 제공됩니다. 귀하와 귀하의 승인된 최종이용자들은 귀하의 계정을 통해서만 본 서비스에 액세스하며, 모든 서비스의 사용은 본건 약관의 적용을 받습니다. 귀하가 귀하의 계정이나 귀하 계정의 비밀번호의 무단 사용을 알게 되는 경우, 즉시 Tencent에 통지해 주시기 바랍니다. 귀하가 법인, 조직 또는 회사인 경우, 귀하는 귀하의 직원 및 계약자들이 귀하의 계정을 통해 본 서비스에 액세스하는 것을 보장해야 합니다. Tencent는 본 서비스 또는 귀하의 계정 사용과 관련하여 제공된 것을 포함하여 다운로드 가능한 툴, 소프트웨어 개발 키트, 샘플 코드, API 또는 기타 컴퓨터 소프트웨어(및 수시로 그것에 대한 주기적인 업데이트)(“**소프트웨어**”)를 제공할 수 있습니다. 귀하는 Tencent 또는 그의 라이선서들이 본 서비스와 소프트웨어에 대한 모든 권리, 소유권 및 지분을 소유하고 있음을 인정합니다. 귀하와 귀하의 승인된 최종이용자들이 본 약관을 준수하는 것을 전제로 하여, Tencent는 귀하와 귀하측 최종이용자들에게 해당되는 사용제한이나 기간을 벗어나지 않는 방식으로 서비스의 사용 또는 수령을 위하여 지정된 지역 내에서 본 서비스와 관련하여서만 소프트웨어를 사용할 수 있는 양도·서브라이선스 불가능한 제한적·비독점적·취소불가능한 라이선스를 허여하거나, 그러한 허가를 확보합니다. 모든 소프트웨어에 최종이용자 라이선스 계약, 서비스 약관이나 해당 소프트웨어의 사용을 규율하는 이와 유사한 기타 약정이 적용되는 경우에 한하여, 귀하는 해당 약정을 엄격히 준수할 것임에 동의합니다. 전술한 내용을 제외하고, 본 약관에 따라 본 서비스(이와 관련하여 제공되는 모든 소프트웨어 포함)를 사용할 수 있는 다른 권리는 귀하에게 부여되지 않습니다.

(c) **서비스 지역.** 본 서비스 중 특정 일부는 귀하로 하여금 본 서비스를 제공하기 위하여 이용자데이터(아래에 정의된 바와 같음)가 저장되는 지리적으로 확정된 서비스 지역(“**서비스지역**”)을 선택할 수 있도록 합니다. 서비스 지역이 적용되는 경우, Tencent는 귀하의 요청에 따라 본 서비스의 제공에 이용자데이터가 사용되는 때에 서비스 지역에 이용자데이터를 저장합니다.

(d) **서비스 중단.** 귀하가 여하한 애플리케이션(최종이용자의 애플리케이션 이용 포함)이나 이용자데이터가 본 약관에 위반된다는 사실을 알게 되거나 합리적으로 의심한 경우, 귀하는 즉시 애플리케이션을 중단하고, 이용자데이터를 삭제하며, 최종이용자들에 의한 액세스를 중단하여야 합니다. 귀하가 그러한 조치를 취하지 않는 경우, Tencent는 Tencent가 만족할 수 있도록 시정될 때까지 애플리케이션을 중단시키거나 사용불가능하게 하고 귀하의 계정을 비활성화할 수 있습니다. Tencent가 자신의 단독 재량으로 귀하의 또는 귀하측 최종이용자들의 본 서비스의 사용이 (i) 본 서비스를 방해하거나; (ii) 제3자의 본 서비스 이용을 방해하거나; (iii) 본 서비스의 제공에 사용되는 Tencent 네트워크나 서버를 방해하거나; 또는 (iv) 승인되지 않은 제3자의 본 서비스 액세스를 허용하거나, 또는 (v) 기타의 방식으로 보안 위험, 위협 또는 법적 또는 규제적 책임을 초래하고 있다고 판단하는 경우, Tencent나 그 계열회사들은 그러한 우려에 대처하기 위하여 필요한 범위 내에서 즉시 그리고 귀하에게 사전 통지를 제공함 없이 귀하의 계정 또는 위반이

발생한 애플리케이션이나 최종이용자 계정을 제한하거나 중단시킬 수 있습니다. 귀하는 사용이 제한되거나 중단된 기간 동안 발생하거나 납부하여야 하는 모든 이용료에 대한 책임을 지는 것에 동의합니다.

(e) 서비스 변경 또는 중단. Tencent는 귀하에게 책임을 지우지 않고 언제든지 본 서비스(또는 그 일부)를 중단 또는 변경할 수 있습니다. Tencent는 제한 없이 특정 서비스 지역, 산업부문이나 사업분야에서 본 서비스, 서비스 구성요소, 본 서비스(또는 그의 일부나 구성요소)의 가용성을 중단, 제한, 제약, 변경 또는 제거할 것을 선택할 수 있습니다.

Tencent가 본 서비스를 중단 또는 변경하여 해당 본 서비스의 기능이 중대하게 저하되는 경우, 귀하가 해당 변경사항에 관한 통지를 신청한 경우에 한하여, Tencent는 해당 변경사항이 실행되기 전에 합리적인 사전 통지를 제공하여 귀하에게 해당 변경사항을 통지하기 위해 상업적으로 합리적인 노력을 기울일 것입니다. 중단이나 변경이 본 서비스 또는 Tencent의 보안이나 무결성에 대한 긴급상황이나 위협을 해결하거나, 소송을 수행하거나 이에 대응하거나, 지식재산권 관련 문제를 해결하거나, 또는 법령이나 정부 요청을 준수하기 위하여 필요한 경우, Tencent는 변경을 수행할 수 있으며 통지 제공 의무를 부담하지 않습니다. Tencent는 수시로 소프트웨어나 본 서비스를 주기적으로 업데이트("업데이트")할 수 있습니다. 또한, Tencent는 (관련 정의의 하단에 명시된 URL에 해당 사항을 추가하여) 본 서비스를 통해 수시로 새로운 기능이나 성능을 이용 가능하게 하고 수시로 본 서비스에 신규 서비스를 추가할 수 있으며, 이러한 이용은 귀하가 추가적인 요건에 동의하는 것을 전제로 할 수 있습니다.

(f) 보안 및 개인정보보호. Tencent의 보안 및 개인정보보호에 관한 방침은 추가 약관들, 개인정보보호방침 및 쿠키 관련 방침을 참조해 주시기 바랍니다. 귀하는 귀하의 보안 요건을 충족하는 방식으로 본 서비스를 구성 및 이용하여야 합니다.

(g) 제3자 애플리케이션. 귀하는 귀하의 본 서비스 이용과 관련하여 귀하가 사용하는 소프트웨어, 도구 또는 애플리케이션(본 서비스와 관련하여 제공되거나 제의되는 제3자 소프트웨어 포함)("제3자소프트웨어")에 대한 단독 책임을 부담합니다. Tencent는 제3자 소프트웨어의 사용으로부터 발생하는 어떠한 손해나 손실에 대해서도 책임이나 의무를 부담하지 아니하며, Tencent는 제3자 소프트웨어의 품질, 신뢰성이나 적절성을 보장, 지원 또는 보증하지 않습니다. 귀하는 모든 제3자 소프트웨어를 사용하고 사용할 수 있게 하는 것은 귀하의 책임 하에 있음에 동의합니다. 귀하는 제3자 소프트웨어에 적용되는 조건들을 준수하여야 하고, 귀하의 최종사용자들이 준수할 것을 보장합니다.

Tencent는 제3자 소프트웨어에 대한 기술 지원을 제공하지 않습니다.

(h) 귀하의 기기에 대한 액세스. 귀하의 기기에 대한 액세스. Tencent가 본 서비스를 제공할 수 있도록 하기 위하여, Tencent는 귀하가 소유 또는 관리하고 있는 기기에 대한 액세스나 사용을 요구할 수 있습니다. 예컨대, Tencent는 소프트웨어 설치를 완료하기 위해 기기의 처리장치나 저장장치에 접근해야 할 필요가 있을 수 있습니다. Tencent는 Tencent Cloud가 Tencent Cloud 내에서 관련 기기에 액세스하는 방법에 관한 추가 정보를 제공할 수 있습니다. 귀하는 이러한 목적상 Tencent에 해당 기기에 접근할 수 있는 권한을 활성화하거나 제공하는 데 동의하며, 귀하가 접근권한을 제공하지 않을 경우 Tencent가 귀하에게 본 서비스(또는 본 서비스에 포함된 특정 기능)를 제공할 수 없음을 인정합니다. 귀하는 개인정보보호방침에서 설명한 바와 같이 Tencent가 Tencent Cloud를 제공하는 과정에서 기기 내에서 개인정보를 이용하거나 이에 액세스할 수 있음을 인정합니다. 데이터 처리 및 보안에 관한 계약이 개인정보의 이용 및 액세스에 적용되는 범위 내에서, 귀하는 Tencent가 데이터 처리 및 보안에 관한 계약에 따라 개인정보를 이용하거나 이에 액세스할 수 있음에 동의합니다.

5. 이용료 및 지급

(a) 귀하는 본 서비스 이용 과정에서 당사에 대금을 지급할 것을 수시로 요구받을 수 있습니다("이용료"). 특정 지역별 또는 서비스별 약관에 달리 명시된 경우를 제외하고, 모든 이용료는 반환이 불가하고 세금이 제외됩니다. 귀하는 귀하가 모든 이용료의 지급 및 이러한 지급과 관련된 세금에 대한 단독 책임을 부담하는 데 동의합니다. 귀하가 지급하

는 모든 금액에는 어떠한 세금, 상계, 원천징수 또는 반대청구 공제도 적용되지 않습니다. 관계 법령에 따라 귀하가 세금을 공제하거나 원천징수하도록 요구되는 경우, 귀하는 공제액이나 원천징수세를 납부한 후 30일 이내에 당사에 공식 세금계산서나 기타 적절한 증빙서류를 제출하고, 그러한 공제나 원천징수가 없었더라면 당사가 수령하였을 금액 상당액을 지급받을 수 있도록 하기 위해 필요한 범위에 한하여 당사에 지급되는 금액을 증액하여야 합니다. “세금”이란 관련 위약금, 이자 또는 기타 추가 사항을 포함하여 서비스의 구매에 관한 세금, 관세 수수료, 또는 세금(Tencent의 소득세를 제외하고)을 의미합니다.

(b) 귀하가 계정을 생성하거나 기타 방식으로 본 서비스에 가입하는 때에, 귀하는 신용카드 정보를 제출하도록 요구받을 수 있으며, 그 후 귀하의 계정에 대체 결제수단(“결제수단”)을 연동시킬 수 있습니다. (관계 법령을 전제로 하여) 귀하는 다음과 같이 동의합니다: (i) 귀하는 당사가 (1) 귀하가 선택한 결제수단에 관한 정보(신용카드 정보 등)를 당사의 시스템이나 당사 결제처리업체의 시스템에 저장하고; (2) 전월에 사용한 본 서비스에 대해 귀하가 선택한 결제수단으로 또는 당사가 동의한 대체 결제 방식에 따라 정기적으로 청구할 수 있는 권한을 부여하고; 또한 (ii) 사유에 관계없이 귀하가 선택한 결제수단을 통한 결제가 거절 또는 거부되거나, 당사가 수령하지 못하거나 또는 미지급 상태로 반환되는 경우, (1) 당사는 귀하의 결제가 적절히 처리될 때까지 본 서비스(각각의 경우 전부 또는 일부)에 대한 귀하의 또는 귀하측 최종이용자들의 액세스를 제한, 중단 또는 해지할 수 있으며; (2) 요금이 계속 발생하고, 귀하는 그러한 거절, 거부 또는 반환으로 인해 당사가 부담한 이용료, 비용, 경비 또는 기타 금액과 관련하여 당사에 대한 책임을 지며(당사는 귀하에게 해당 금액을 청구할 수 있음); 또한 (3) 당사는 법령상 허용되는 최대금액을 한도로 연체료를 청구할 수 있습니다. 당사는 전월에 사용된 본 서비스에 대해 매월 2일경까지 청구서를 발행하며, 귀하에 대한 청구서 발행 시점에 귀하의 결제수단에 대금을 청구합니다.

(c) 귀하의 카드발급사에서 귀하의 이용료 결제와 관련하여 온라인 취급 수수료나 기타 처리 수수료를 청구할 수 있습니다.

(d) 관계 법령에 따라 허용되는 최대 한도 내에서 Tencent는 사전 통지한 후 언제라도 모든 존재하는 서비스에 대한 새로운 이용료를 증액 또는 도입할 수 있습니다. 모든 신규 요금이나 변경 요금은 관련 공지에 명시된 날짜에, 또는 그러한 날짜가 명시되지 않은 경우에는 즉시 귀하의 본 서비스 이용에 적용됩니다.

(e) 귀하와 Tencent가 기타 결제조건이나 결제수단에 서면(이메일 포함)으로 합의하는 경우, 본 조와의 불일치 발생 시 해당되는 대체 조항이 적용됩니다.

(f) 귀하는 Tencent가 귀하로부터 세금을 징수할 법적 의무가 있는 범위를 결정하고 검증하기 위하여 Tencent가 요구하는 모든 정보를 포함하여 필요한 지원을 제공하여야 합니다.

6. 기술 지원 및 서비스 수준

(a) 서비스수준협약. Tencent는 추가 약관들에 명시된 관련되고 그 당시 최신의 서비스수준협약(들)(있는 경우) (“서비스수준협약”)에 따라 관련 본 서비스를 제공하기 위하여 상업적으로 합리적인 노력을 합니다. 당사자들은 본 약관에 포함된 이와 반대되는 내용에도 불구하고 해당되는 서비스수준계약에 따라 적용되는 서비스 크레딧을 지급받는 것이 서비스수준계약 위반에 대해 귀하가 갖는 유일한 구제수단임을 인정하고 이에 동의합니다.

(b) 서비스를 위한 지원. 소비자와 관련하여 관계 법령에 따라 요구되는 범위를 제외하고, 귀하가 지원 서비스를 구매하지 않는 한, Tencent는 기술 지원 서비스나 기타 서비스를 제공하여야 할 의무를 부담하지 않습니다. 귀하는 기술 지원 서비스나 기타 서비스가 귀하로 하여금 추가 비용이나 기타 이용료를 지급하도록 요구할 수 있음을 인정하고 이에 동의합니다.

(c) 애플리케이션을 위한 지원. 귀하의 애플리케이션에 대한 운영, 통합 및 기술 지원에 대한 책임은 귀하에게 있습니다.

7. 귀하의 의무사항

(a) 준수. 귀하는 귀하의 애플리케이션 및 이용자데이터와 귀하의 애플리케이션과 이용자데이터가 본 약관(추가 약관들 포함)을 준수하고 서비스와 관련하여 그 사용이 해당되는 법령을 준수하도록 하여야 할 단독 책임을 부담합니다.

Tencent는 귀하의 본 약관 준수를 보장하기 위하여 모든 애플리케이션을 검토할 수 있는 권리를 유보합니다. 귀하는 귀하가 최종이용자들에 의한 모든 본 서비스 이용, 애플리케이션 및 이용자데이터에 대한 최종이용자들의 액세스, 계정의 활동 및 각 최종이용자의 본 약관 준수 보장에 대한 책임을 부담함을 인정하고 이에 동의합니다.

(b) 개인정보보호. 귀하는 이용자데이터에 포함된 개인정보의 소유자 및 최종이용자들과 관련한 모든 개인정보의 처리에 귀하가 단독으로 책임을 짐을 인정하고 이에 동의하며, 최종이용자들과 그 소유자들의 개인정보를 보호하여야 하며, 그들과 관련하여(이용자데이터에 포함된 개인정보의 소유자들과 최종이용자들의 개인정보가 본 서비스에 의해 처리될 수 있도록 하기 위하여 필요한 공개를 하거나 동의를 얻는 것을 포함하여) 모든 해당되는 법령과 규정을 준수하여야 합니다. 귀하는 본 서비스를 통해 최종이용자들로부터 제출된 개인정보에 대한 모든 액세스, 모니터링, 이용 및 공개에 관하여 단독으로 책임을 집니다. 개인정보가 어떤 이용자데이터에 포함되는 범위 내에서, 당사자들은 데이터 처리 및 보안에 관한 계약에 따라 그 개인정보의 처리가 수행됨에 동의합니다. 귀하는 합법적으로 허용된 경우를 제외하고 본 서비스 내 처리를 위하여 어떠한 이용자데이터도 사용할 수 없다는 것에 동의합니다.

(c) 제한사항. 귀하는 다음 행위를 하지 않으며, 귀하의 계열회사, 직원과 계약자들 및 귀하의 지배, 관리, 감독하에 있는 제3자들로 하여금 다음 행위를 하지 않도록 합니다: (i) 본 서비스 소스코드의 전부 또는 일부를 복사, 정정, 역설계, 역컴파일, 번역 또는 분해하거나, 이에 대한 이차적저작물을 생성하거나, 달리 이를 추출하고자 시도하는 행위(해당 제한사항이 관계 법령에 따라 명시적으로 금지되어 있으나, 귀하가 법령상 역설계하도록 허용되는 경우 귀하는 역설계를 수행하기 전에 필요한 정보를 입수하기 위해 Tencent에 연락해야 합니다); (ii) 본 서비스의 이용이나 고장이 사망, 대인상해 또는 환경 피해를 유발할 수 있는 경우, 본 서비스를 핵시설, 항공교통관제 또는 생명유지시스템 운영 목적으로 사용하는 행위; (iii) 벤치마킹으로써 또는 본 서비스와 경쟁하는 방식으로 본 서비스를 이용하는 행위; (iv) 통합 애플리케이션에서 분리하여 본 서비스의 전부나 어느 일부를 서브라이선스, 재판매 또는 배포하는 행위; 또는 (v) 이 용료 발생을 회피하거나 달리 이용 제한을 우회하도록 의도된 방식으로 본 서비스에 액세스하는 행위. 귀하가 미국이 포함된 서비스지역을 선택하는 경우에 한하여, 귀하는 다음 행위를 하지 않고, 귀하의 계열회사, 직원과 계약자들 및 귀하의 지배, 관리, 감독하에 있는 제3자들로 하여금 다음 행위를 하지 않도록 합니다: (i) 미국 국무부(United States Department of State)가 관리하는 국제무기거래규정(International Traffic in Arms Regulations)의 적용을 받는 이용자데이터를 처리하거나 저장하는 행위; 및/또는 (ii) 1996년 건강보험의 양도 및 책임에 관한 법(Health Insurance Portability and Accountability Act of 1996)(수시로의 개정사항 포함)이나 이에 따라 공표된 규정의 적용을 받는 이용자데이터를 처리하거나 저장하는 행위.

8. 지식재산권 및 이용자데이터

(a) Tencent Cloud 지식재산권. 귀하는 귀하와 Tencent 간에 발생하는 본 서비스에 대한 모든 지식재산권은 Tencent 또는 Tencent의 라이선서들(경우에 따라)에게 귀속됨에 동의합니다. 본 약관에 명시적으로 규정된 경우를 제외하고, 관계 법령에 따라 허용되는 범위에 한하여, Tencent는 귀하에게 Tencent 지식재산권에 대한 묵시적 또는 기타 어떠한 라이선스나 기타 권리도 허용하지 않습니다. “**지식재산권**”은 특허, 저작권, 영업비밀, 상호 또는 저작인격권 관련 법령에 따른 현재 및 장래의 모든 전세계적 권리와 이와 유사한 기타 권리들을 의미합니다.

(b) Tencent 비밀정보. “**Tencent비밀정보**”는 Tencent(또는 그 계열회사)가 본 약관에 따라 귀하에게 공개하는 것으로, 비밀로 표시되어 있거나 해당 정보의 성격과 공개상황에 근거하여 합리적으로 비밀로 간주되어야 하는 정보를 의미합니다. 본 약관에 따라 귀하의 권리를 행사하고 의무를 수행하기 위한 목적 상 알 필요가 있는 자로 본 약관 이상으

로 보호적 성격을 갖는 비밀유지의무에 서면으로 동의한 귀하의 계열회사, 직원 및 계약자들에게 공개하는 경우를 제외하고, 귀하는 Tencent 비밀정보를 공개하지 않습니다. 귀하는 (i) Tencent 비밀정보의 비밀성을 보호하기 위해 합리적인 수준 이상의 주의를 기울이고; 또한 (ii) 본 약관에 따른 귀하의 권리를 행사하고 의무를 수행하는 것 이외의 목적으로 Tencent 비밀정보를 이용하지 아니하며, 귀하의 계열회사, 직원 및 계약자들로 하여금 이와 같이 하도록 하기 위해 적절한 조치를 취합니다. 그럼에도 불구하고, 관계 법령이나 정부 명령에 의해 요구되는 경우에 한하여, 귀하는 Tencent 비밀정보를 공개할 수 있습니다. 다만, 법령상 허용되는 경우, 귀하는 (i) Tencent 비밀정보를 공개하기 전에 해당 공개 요건을 Tencent에게 신속하게 통지하고; 또한 (ii) Tencent 비밀정보와 관련하여 Tencent가 보호 명령이나 기타 비밀 취급을 요청하는 것을 지원하는 데 합리적으로 요구되는 정보를 Tencent에 제공하기 위해 상업적으로 합리적인 노력을 기울여야 합니다.

(c) 피드백. 귀하가 Tencent나 그 계열회사들에게 본 서비스에 관한 제안, 아이디어, 코멘트 또는 기타 피드백("피드백")을 제공하는 경우, Tencent 및 그 계열회사들은 제한이나 귀하에 대한 의무 없이 해당 피드백을 사용 및 달리 활용할 수 있습니다.

(d) 이용자데이터.

(i) "이용자데이터"는 귀하나 귀하측 최종이용자들에 의해 또는 귀하나 귀하측 최종이용자들을 대리하여 본 서비스에 전송된 모든 데이터, 정보, 미디어 또는 기타 콘텐츠를 의미하며(모든 개인정보를 포함하되 이에 한정되지 아니함), 귀하의 일반 계정의 일부로 Tencent나 그 계열회사들에게 제공된 데이터는 포함하지 않습니다.

(ii) 귀하는 본 약관에 따라 본 서비스를 제공 및/또는 이용자데이터를 달리 이용하기 위하여 이용자데이터에 액세스하여 이를 복사 및 이용할 수 있는 서브라이선스가 가능한 비독점 라이선스를 Tencent에 허여합니다.

(iii) 귀하는 Tencent가 (1) 관계 법령을 준수하거나 Tencent의 권리를 보호하기 위해, 또는 (2) 법원 명령, 정부나 법령에 의한 합법적인 집행 요구, 또는 기타 법적 절차들을 준수하기 위해 귀하에 대한 통지 여부에 관계없이 제3자들에게 이용자데이터를 공개할 수 있음을 인정하고 이에 동의합니다. 또한, Tencent는 관계 법령상 요구되는 바에 따라 이용자데이터를 차단 또는 삭제할 수 있으며, 이 경우 Tencent는 법적으로 허용되는 경우 귀하에게 신속하게 통지하기 위해 합리적인 상업적 노력을 기울일 것입니다.

(iv) 이용자데이터의 관리 및 백업에 대한 책임은 귀하의 단독 부담으로 합니다. 귀하는 (1) 귀하가 본 약관에 명시된 바에 따라 Tencent가 이용자데이터를 사용하고, 귀하가 자신의 본 서비스 이용과 관련하여 이용할 수 있도록, Tencent에 이용자데이터를 제공하는 데 필요한 모든 권리를 가지고 있으며; 또한 (2) 이용자데이터 및 본 서비스를 통한 귀하의 이용자데이터 이용이 법령에 위배되거나 여하한 자의 권리를 침해하지 않음을 진술 및 보장합니다. 귀하가 이용자데이터에 대해 보유할 수 있는 모든 지식재산권은 귀하에게 귀속됩니다.

9. 계약기간 및 해지; 중단

(a) 계약기간. 본 약관은 귀하가 본 약관에 동의하거나 최초로 본 서비스를 다운로드, 설치 또는 이용하거나 본 서비스에 액세스하는 때에 개시하여 아래 명시된 바와 같이 해지될 때까지 계속됩니다("계약기간").

(b) Tencent가 해지, 중단 및/또는 변경하는 경우. 관계 법령에 따라 허용되는 경우에 한하여, 다음에 해당하는 경우, Tencent는 귀하에 대한 서면 통지로서 즉시 Tencent의 단독 재량으로 본 약관을 해지하거나, 본 서비스 또는 그 일부에 대한 귀하의 액세스 또는 사용(전부 또는 일부, 또는 지역이나 특정 서비스 지역에 관하여)을 중단, 변경, 제한 또는 종료할 수 있습니다:

(i) 귀하가 본 약관 규정들을 위반하는 경우;

(ii) 귀하가 이용료나 귀하가 Tencent에 지급해야 하는 기타 금액을 지급기일로부터 30일 이내에 지급하지 않은 경우;

(iii) Tencent측에서 본 서비스 이용과 관련하여 귀하 또는 최종이용자가 관계 법령을 위반하였거나 사기적·기만적 행위를 하였다고 합리적으로 판단하는 경우;

(iv) 귀하가 청산, 법정관리 또는 파산을 개시하거나 또는 귀하의 채권자들과 자발적 약정을 체결하거나 지급기일이 도래한 부채를 상환할 수 없는 경우; 또는

(v) Tencent는 해당되는 법령, 법원의 명령 또는 정부 기관에 의하여 부과된 요구사항에 따라, 또는 Tencent가 이를 위반하거나 위반할 위험이 없도록 하기 위하여 Tencent가 그렇게 하는 것이 합리적이라고 판단한 경우;

(vi) 현재 또는 미래의 규제 또는 기타 요구사항이 (1) 서비스 지역에서 운영되는 사업에 일반적으로 해당하지 않는 의무를 Tencent에게 부과하거나; (2) Tencent가 영향을 받는 서비스(들)를 계속 제공하기 어려운 결과를 낳거나; 또는 (3) Tencent가 본 약관 또는 본 서비스와 충돌할 수 있다고 합리적으로 생각하는 경우

(c) 귀하가 해지하는 경우. 귀하는 본 서비스에 명시된 지침에 따라 언제든지 귀하의 계정 및 본 약관을 해지할 수 있습니다. 모든 지역별 약관 또는 서비스별 약관에 명시된 경우를 제외하고, 귀하가 귀하의 계정 및 본 약관을 해지하는 경우, 귀하는 Tencent에 지급한 이용료를 환불받을 수 있는 자격을 가지지 않습니다.

(d) 해지에 대한 책임 부존재. 법령상 명시적으로 요구되는 경우를 제외하고, 일방 당사자가 전술한 바에 따라 본 약관을 해지하는 경우, 어느 당사자도 해지를 사유로 본 약관과 관련된 비용이나 이와 관련하여 이루어진 약정, 또는 일실 이익이나 일실판매에 의한 손해에 대해 상대방 당사자에 아무런 책임을 지지 않습니다. 다만, 해지에 관계없이 해지 효력발생일 이전에 발생한 각 당사자의 의무는 면제되지 않습니다.

(e) 중단에 따른 효과. Tencent가 본 서비스의 전부 또는 일부에 대한 귀하의 액세스를 제한하거나 중단하는 경우, 또는 달리 본 약관상의 본 서비스를 변경하는 경우: (i) 서비스가 중단된 경우, 귀하는 중단일까지 발생한 이용료 전액에 대해 계속적 책임을 지고(청구액이 중단일 이전에 발생하였으나 관련 의무의 이행이 중단일 이후에 이루어지는 경우 포함); (ii) 귀하는 귀하가 액세스한 본 서비스의 어느 일부(변경된 부분을 포함하여)에 적용되는 청구액에 대해 계속적 책임을 부담하며; 또한 (iii) 귀하는 중단, 변경 또는 제한 기간 동안 해당 서비스수준계약에 따른 서비스 크레딧에 대한 자격을 가지지 않습니다.

(f) 해지에 따른 효과.

(i) 본 약관이 해지 또는 만료되는 경우: (1) 귀하는 해지일 또는 만료일로부터 30일 이내에 이용료나 본 약관에 따라 지급해야 하는 기타 금액을 Tencent에게 지급하고; (2) 귀하는 소프트웨어를 삭제하고 본 서비스에서 애플리케이션 및 사용자데이터를 제거하여야 하며; (3) 본 약관에 따른 귀하의 권리는 즉시 중단되며; 또한 (4) Tencent가 요청하는 경우, 귀하는 모든 Tencent 비밀정보를 반환 또는 파기하기 위해 상업적으로 합리적인 노력을 기울입니다. Tencent는 본 약관 해지 이후 귀하가 사용자데이터에 액세스할 수 있도록 할 의무를 부담하지 않습니다.

(ii) 또한, 다음 조항들은 본 약관의 해지에도 불구하고 유효하게 존속합니다: 제1조, 제3조, 제5조, 제7조, 제8조, 제9조의 (d), (e), (f), 제10조, 제11조, 제12조 및 제13조.

10. 책임의 부인

보장의 부인. 관계 법령에 따라 허용되는 최대 한도 내에서, 본 서비스 및 소프트웨어는 “현상대로” 및 “이용가능한 상태로” 제공되며, Tencent 및 그 라이선서나 계열회사, 제공업체 또는 유통업체들은 다음에 관한 진술, 보장 또는 확약을 포함하여 Tencent Cloud, 기타 소프트웨어나 서비스, 미디어, 본 서비스에서 또는 본 서비스를 통해 제출, 업로드, 저장, 전송 또는 게시된 기타 콘텐츠에 관한 명시적, 묵시적 또는 법에 의한 어떠한 진술이나 보장도 제공하지 아니하며, Tencent는 이에 자신 및 그들을 위하여 이를 부인합니다:

(a) 본 서비스나 소프트웨어에 중단, 오류, 바이러스 또는 기타 유해요소가 없고 안전할 것이라는 내용;

(b) 상관습이나 거래의 모든 과정에서 발생하는 내용;

(c)이용자데이터에 손실이나 손상이 발생하지 않을 것이라는 내용;

(d) 비침해;

(e) 본 서비스나 소프트웨어가 귀하나 귀하측 최종이용자들의 네트워크, 시스템, 애플리케이션, 하드웨어 또는 기기와 호환되거나 안전할 것이라는 내용; 또는

(f) 본 서비스가 판매가능하거나 만족할 만한 품질이거나 특정 목적에 적합할 것이라는 내용. 명확히 말해서, 본 서비스는 고위험 활동을 목적으로 설계 또는 의도된 것이 아닙니다.

11. 책임의 제한; 면책

(a) 책임의 한도. 아래 제 11조 (c)를 조건으로, 관계 법령에 따라 허용되는 최대 한도 내에서, 본 약관, 본 서비스 및 소프트웨어와 관련하여 발생하는 모든 청구에 대해, 어떠한 소송원인이나 책임이론에 따라서도 그리고 당사자가 그러한 손실 또는 손상의 가능성에 대하여 통지를 받았더라도, Tencent와 그 계열회사들 및 귀하가 상대방에게 부담하는 총 책임은 해당 책임 사유가 처음 발생한 날로부터 이전 12개월 기간 동안 귀하가 본 약관에 따라 Tencent에 지급한 총 이용료를 한도로 합니다. 그러나, 관계 법령에 따라 책임을 제한하거나 배제할 수 없는 문제에 대해 어느 한 당사자의 책임을 제한하거나 배제하지 않습니다.

(b) 손해의 부인. 관계 법령에 따라 허용되는 최대 한도 내에서, Tencent 및 그 계열회사들이나 라이선서들은 그러한 손해의 발생가능성을 고지받았음에도 불구하고, 본 서비스 및 본 약관에 관한 (i) 간접 손해, 부수적 손해, 특별 손해, 결과적 손해나 징벌적 손해; 또는 (ii) 서비스의 불가용성(제6조 (a) 하에 제공된 경우를 제외하고); (iii) 귀하의 애플리케이션 또는 지식재산권; 또는 (iv) 데이터의 손실, 일실이익, 일실영업권, 일실수입, 고객이탈 또는 기회상실에 대해 어떠한 소송원인이나 책임이론에 따라서도 귀하에 대한 책임을 부담하지 않습니다.

(c) 무한 책임. 본 계약의 어떤 내용도 다음에 대한 귀하의 책임을 배제하거나 제한하지 않습니다:

(i) 본 계약에 따른 귀하의 지불의무;

(ii) 제11조 (f)에 따른 귀하의 면책 의무;

(iii) 당사, 당사의 계열사 또는 라이선서의 지식재산권에 대한 귀하의 침해; 또는

(iv) 모든 사기 행위 또는 허위 진술.

(d) 특정 책임의 부인. 제11조(a) 또는 제11조(b)를 제한하지 않을 것을 전제로, 만약 아래 명시된 사유들로 인하여 본 서비스가 방해를 받는 경우, Tencent는 Tencent는 다음으로 인해 초래된 모든 손실 또는 손상에 대한 책임을 부인합니다:

(i) 기반시설 운영자들에게 귀책사유가 있는 경우(전기통신사업자들이 수행한 기술적 변경, 전기통신선/송전선 손상, 전기통신사업자/전력사업자들이 수행하는 전기통신 네트워크/동력자원의 설치, 변경이나 유지보수를 포함하되 이에 한정되지 아니함);

(ii) 귀하가 Tencent가 승인하지 않은 방식으로 본 서비스를 이용하는 경우;

(iii) 귀하가 부적절하게 운영하거나 귀하의 컴퓨터 소프트웨어, 시스템, 하드웨어 또는 전기통신선에 고장이 발생하는 경우; 또는

(iv) Tencent의 과실에 기인하지 않거나, Tencent의 통제 범위에 속하지 않거나, 또는 Tencent가 합리적으로 예측할 수 없는 모든 기타 사유.

(e) Tencent의 면책.

(i) Tencent는 본 약관에 따라 귀하나 귀하측 최종이용자들이 본 서비스를 사용하는 것이 제3자 특허나 저작권을 침해한다는 취지의 주장에 따라 귀하를 상대로 제기된 모든 제3자 청구, 혐의, 소송 또는 절차("청구")를 방어하거나, Tencent의 선택에 따라 그러한 청구에 합의합니다. Tencent는 방어나 합의 협상을 단독으로 통제하며, Tencent는 본

약관에 명시된 제한사항들을 전제로 하여 귀하에 내려진 최종 판결 및 Tencent가 방어진 청구에서 해당 침해에 관해 Tencent가 합의한 금액을 지급하는 데 동의합니다. 다만, 이는 귀하가 Tencent에게 (1) 청구에 대한 신속한 서면 통지; (2) 청구의 방어 및 합의에 대한 단독 통제권; 및 (3) Tencent의 비용으로 청구를 합의 또는 방어하기 위해 합리적으로 요청되는 모든 정보를 제공하는 것을 전제로 합니다.

(ii) 여하한 청구가 제기되거나 Tencent가 판단하기에 제기될 가능성이 있는 경우, Tencent는 Tencent의 단독 선택 및 비용 부담으로: (1) 귀하를 위하여 해당 본 서비스를 계속적으로 이용할 수 있는 권리를 확보하거나; (2) 본 서비스를 변경하거나 본 서비스의 기능을 중대하게 저해하지 않으면서 침해의 요소가 없는 소프트웨어나 서비스로 본 서비스를 대체하거나; 또는 (3) 이 중 어느 것도 상업적으로 합리적인 조건에 따라 실행가능하지 않은 경우, 본 약관을 해지하고 해당 본 서비스에 대해 귀하가 Tencent에 지급한 이용료를 안분하여 반환할 수 있습니다.

(iii) 다음을 원인으로 하여 발생하는 청구의 경우, Tencent는 귀하에 대해 본 제11(e)조에 따른 책임을 부담하지 않습니다: (1) 귀하의 본 약관 위반; (2) 이용자데이터; (3) 소프트웨어나 본 서비스를 Tencent가 제공하지 않은 제품, 서비스, 데이터, 소프트웨어, 하드웨어 또는 비즈니스 프로세스와 함께 이용하고, 이로 인해 주장되는 침해가 발생한 경우; (4) 본 서비스 또는 소프트웨어의 최신 버전이나 지원 버전이 아닌 다른 버전을 이용하는 경우; (5) Tencent나 그 계열 회사들이 아닌 자가 소프트웨어나 본 서비스를 변경하는 경우; 또는 (6) Tencent가 귀하에게 해당 이용을 중단할 것을 통지한 이후에 이루어진 귀하나 최종이용자의 본 서비스 이용으로 인해 발생하는 책임.

(iv) 본 제11조는 본 서비스에 관한 침해나 지식재산권 유용에 관한 청구와 관련하여 Tencent가 부담하는 전체 책임 및 귀하가 갖는 유일한 구제수단을 규정합니다.

(f) 귀하의 면책.

(i) 귀하는 다음 사항으로 인해 또는 이와 관련하여 발생하는 청구에 대하여 Tencent, 계열사 및 그들의 각 대리인, 라이선서, 직원, 임원 및 이사를 방어, 면책 또는 보호할 것입니다:

(1) 제3자의 지식재산권의 침해 또는 부정 유용 주장을 포함하되 이에 한정되지 않는 귀하의 어플리케이션, 제품, 서비스 또는 이용자데이터;

(2) 귀하 또는 귀하측 최종이용자들의 본 서비스 또는 소프트웨어의 사용과 관련하여 (A) 귀하, 귀하측 최종이용자들, Tencent 또는 그 계열사(들)에 의한 데이터 보호법(데이터 처리 및 보안 계약에 정의됨) 위반 주장, (B) 귀하, 귀하측 최종이용자들, Tencent 또는 그 계열사에 의한 기타 관련 법령 및 규정의 위반 주장, (C) 귀하, 귀하측 최종이용자들, Tencent 또는 그 계열사들에 의한 제3자의 권리 침해 주장: 및/또는 (D) 본 약관의 위반을 구성하는 사용을 포함하되 이에 한정되지 않음; 및/또는

(3) Tencent 또는 그 계열사에 의해 또는 그들을 대리하여 제공되지 않은 모든 제품, 서비스, 데이터, 소프트웨어, 하드웨어 또는 비즈니스 프로세스의 사용

(ii) Tencent는 귀하에게 다음을 제공할 것입니다: (1) 청구에 대한 신속한 서면 통지; 및 (2) 귀하의 비용으로, 청구를 방어 또는 해결하기 위한 합리적인 지원. Tencent 또는 그 계열사는 그들의 선택에 따라 청구를 방어하고 해결하는 것에 참여할 추가 변호인을 지정할 권리를 보유하고, 이 경우 귀하에 의해 선임된 변호인은 Tencent 또는 그 계열사에 의해 지정된 변호인과 협의하고, 그들에게 방어 및 합의 전략에 관한 조언을 제공할 기회를 줄 것입니다.

(iii) 귀하의 선택에 따라, 귀하는 그러한 청구에 관하여 합의할 수 있습니다. 다만, Tencent 또는 그 계열사 또는 그들의 대리인, 라이선서, 직원, 임원 및 이사로 하여금 책임을 인정하거나 금전을 지급하도록 하거나 또는 어떠한 조치를 취하게 하거나 자제하도록 하는 모든 합의는 Tencent 또는 계열사의 사전 서면 동의를 요구합니다(불합리하게 보류, 조건화 또는 지연되지 않음)

(iv) 전술한 내용에 제한되지 않고, 귀하는 그 청구의 결과로 Tencent 또는 그 계열사 또는 그들의 라이선서, 직원, 임원 및 이사를 상대로 제기된 모든 최종 판단(모든 손해, 비용, 위약벌, 수수료, 환수, 반환, 그리고 이자, 그리고 합의의 경우, 귀하에 의해 동의된 모든 합의금을 포함하며 이에 국한되지 않음)에 대한 대가를 지불하는 것에 동의합니다. 귀하는 또한 이러한 청구와 관련된 모든 제3자 소환장, 법적 명령 또는 기타 절차에 응하는 데 소요되는 모든 비용과 합리적인 변호사 비용을 변제하는 데 동의합니다.

(g) **독립적인 위험 배분.** 책임의 제한, 보장의 부인 또는 손해의 배제에 관한 사항을 규정하는 본 약관의 각 조항은 귀하와 Tencent 간에 본 약관의 위험을 배분하도록 의도된 것입니다. 이러한 위험 배분은 Tencent가 귀하에게 청구하는 이용료에 반영되어 있는 것으로, 귀하와 Tencent 간에 이루어진 협상의 기초가 되는 매우 중요한 요소입니다. 각 해당 조항은 본 약관에 포함된 모든 기타 조항들과 분리가능하며 독립적인 것으로, 각 해당 조항은 본 약관에 포함된 제한적 구제수단이 해당되는 본질적 목적을 달성하지 못한 경우에도 적용됩니다.

12. 무역 관련 법령 준수

(a) **귀하의 지위.** 귀하의 지위. 귀하 및 귀하의 임직원, 이사, 주주 또는 대리인들은 다음 중 어느 하나에 해당하지 않음을 진술하고 보증합니다:

(i) 미국이 관리하는 지정된 자들의 목록(미국 재무부(U.S. Treasury Department) 산하 해외자산통제국(Office of Foreign Assets Control), 중국(PRC), 유엔안전보장이사회(United Nations Security Council), 영국(영국 재무성(His Majesty's Treasury)이 관리하는 금융제재대상 통합목록(Consolidated List of Financial Sanctions Targets) 포함), 유럽연합위원회와 그 회원국들(금융제재 대상 개인, 단체 및 법인 통합 목록(Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions))이 관리하는 “특별지정국가” 목록, 또는 귀하의 모든 관할당국이 관리하는 기타 제재대상자 목록을 포함하되 이에 한정되지 아니함(이와 같이 등재된 자를 “제재대상자”라 함))에 등재되어 있는 자;

(ii) 포괄적 제재의 대상이 되는 국가나 지역(가장 최근 업데이트된 본 약관의 날짜 현재, 이란, 쿠바, 북한, 시리아, 크림반도/세바스토폴 지역 및 소위 도네츠크·루간스크 인민공화국을 포함하여)(통칭하여 “제재대상지역”)의 법령 하에 설립되어 있거나, 제재대상지역에서 사업을 영위하고 있거나 제재대상지역에 위치하고 있거나 제재대상지역에 거주하고 있는 자; 또는

(iii) 한 명 이상의 제재대상자에 의해 합계 50% 이상 (직·간접적으로) 지배 또는 소유되고 있는 자.

(b) **무역 관련 준수사항.** 귀하의 본 서비스 사용과 관련하여, 귀하는 미국 수출관리규정(the U.S. Export Administration Regulations)(“수출관리규정”) 및 미국 대통령의 행정명령(the U.S. President's Executive Orders) 및/또는 법적 권한에 따라 시행되고 미국 재무부(U.S. Treasury Department) 산하 해외자산통제국(Office of Foreign Assets Control)에 의하여 집행되는 경제제재 규칙 및 규정을 포함하되 이에 한정되지 않은 모든 적용되는 유엔, 중국, 미국, 회원국을 포함한 유럽연합, 영국 및 기타 해당되는 정부 당국의 모든 해당되는 수출통제 규정 및 경제제재 법령 및 규정(총칭하여, “무역관련법”)을 준수하여야 합니다. 귀하는 본 서비스의 사용과 관련하여 Tencent로 하여금 수출관련법을 위반하게 하는 위험을 초래하거나 무역관련법을 위반하는 활동을 하지 않는 데 동의합니다. 귀하는 (i) 귀하의 이용자데이터 이전과 처리; (ii) 최종이용자에 대한 이용자데이터의 제공; 및 (iii) 전술한 사항이 발생하는 서비스 지역의 지정을 포함하여 귀하가 본 서비스의 이용을 위하여 선택한 방법과 관련한 무역관련법을 준수해야 할 전적인 책임을 부담합니다. 명확히 말해서, 본 약관은 귀하 및 귀하측 최종이용자들이 본 서비스 이용시 무역관련법을 준수할 것을 요구하며, 귀하는 이를 준수해야 할 전적인 책임을 부담합니다.

(c) **무역 관련 법령 준수 상황.** (i) 귀하가 제재대상자가 되거나 1인 이상의 제재대상자에 의해 합계 50% 이상 (직·간접적으로)이 지배 또는 소유되는 경우; (ii) 제재의 부과의 결과로써 또는 무역관련법의 시행에 의해 본 서비스의 제공 또

는 사용이 달리 제한되거나 금지되는 경우; (iii) Tencent가 그의 단독 재량으로 귀하에 의해 전술한 제12조 (a) 또는 (b)의 위반이 발생했거나 발생할 위험이 있다고 결정하는 경우; 또는 (iv) Tencent가 합리적으로 귀하 또는 귀하의 최종이용자가 무역관련법을 위반하였거나 그럴 위험이 있거나 또는 Tencent를 어떤 무역관련법에 위반하게 할 위험에 놓는 행위에 관여한 것으로 판단하는 경우, Tencent는 본 약관에 따른 의무를 이행하거나 본 서비스를 계속해서 제공할 의무를 지지 않으며, 단독 재량으로 책임 없이 즉시 본 약관과 본 서비스의 제공을 즉시 종료할 수 있습니다.

Tencent는 또한 단독 재량으로 수출통제 대상이 되는 모든 콘텐츠를 제거하도록 귀하에 요구하는 것을 포함하여 해당 상황에 비추어 적절하다고 판단되는 기타 구제조치 또는 관련 조치를 취할 수 있습니다.

13. 일반 사항

(a) 독립계약자들. 본 약관에 따라 수립되는 당사자들 간의 관계는 독립계약자들 간의 관계로, 본 약관에 포함된 어떠한 내용도 일방 당사자에게: (i) 대리인으로 행위하거나; 또는 (ii) 상대방 당사자의 일상적인 활동을 지시하거나 지배할 수 있는 권한을 부여하는 것으로 해석되지 않습니다. 각 당사자의 사업에 관한 금융 채무 및 기타 채무는 해당 당사자의 단독 책임이며, 어느 당사자도 다른 당사자를 구속하는 권한은 없습니다.

(b) 양도불가 및 구속력. 당사자들은 상대방 당사자의 사전 서면 동의 없이는 법령의 운용 등에 의해 본 약관에 따른 자신의 권리나 의무를 이전하거나 달리 양도할 수 없습니다. 다만, Tencent는: (i) Tencent 자산의 전부 또는 실질적 전부의 합병, 인수 또는 매각과 관련하여, 또는 (ii) 계열회사에 또는 회사 구조조정의 일환으로 귀하의 동의 없이도 본 약관을 임의로 이전 또는 달리 양도할 수 있습니다. 이러한 이전 또는 양도의 효력이 발생하면, (경우에 따라) 승계인 또는 허가된 양수인은 양도인/이전한 자의 책임을 부담하고 양도인/이전한 자는 그 책임을 면합니다. 상기 제한을 위반하여 이전이나 양도를 시도하는 행위는 무효입니다. 상기를 전제로 하여, 본 약관은 당사자들 및 당사자들의 승계인들과 허용된 양수인들을 구속하고 이들의 이익으로 효력을 발생합니다.

(c) 전자통신에 대한 동의. 본 서비스를 이용함으로써, 귀하는 당사의 개인정보보호방침에 상세히 설명된 바와 같이 당사로부터 특정 전자통신을 수령하는 데 동의하는 것으로 간주됩니다. 당사의 전자통신 관행에 관한 상세 사항은 당사의 개인정보보호방침을 참조해 주시기 바랍니다. 귀하는 당사가 이메일, 서비스 플랫폼 등을 통하여 전자적 방식으로 귀하에게 전송하는 모든 통지, 약정, 공개 또는 기타 커뮤니케이션이 해당 커뮤니케이션이 서면으로 이루어져야 한다는 사항을 포함하여 커뮤니케이션에 관한 모든 법적 요건을 충족하는 것임에 동의합니다.

(d) 불가항력. 불가항력사유{(i) 자연재해; (ii) 정부조치; (iii) 법령, 규정 또는 정책의 제정이나 변경(무역관련법, 제재, 제한조치 또는 규제를 포함); (iv) 파업 및 폭동; 또는 (v) 예상되거나 그렇지 않거나, 상황의 중대한 변경(서비스 제공을 잠재적으로 불법으로 만들거나 본 약관의 수락 시점 또는 본 서비스를 처음 다운로드, 설치, 액세스 또는 사용한 시점에 당사자들이 예상한 것과 다른 해당되는 법령의 변경을 포함)을 포함하되 이에 한정되지 아니함}로 인해 본 약관의 이행이 막히거나, 지연되거나, 방해되거나 또는 제한되거나, 또는 Tencent가 본 약관을 위반하는 경우, 어떤 경우에도 Tencent는 본 약관의 위반에 대한 책임을 부담하지 않고, 달리 그러한 의무의 수행에 관한 어떤 실패나 지연에 대하여도 책임을 부담하지 않습니다. 상기에 언급된 어떤 경우가 15일 이상 지속되는 경우, Tencent는 귀하에게 즉시 서면으로 통지하여 아무런 책임없이 본 약관을 해지할 수 있습니다.

(e) 준거법 및 분쟁 해결. 북미 약관, 유럽경제지역 소비자 약관, 중국 서비스지역 약관, 독일 약관, 대한민국 약관 및 기타 지역별 또는 서비스별 약관에 명시된 경우를 제외하고, 당사자들이 아래의 전속법정지를 선택하였음에도 불구하고, 관할법원에서 형평법상 구제수단에 대한 청구를 제기할 수 있습니다. 본 약관은 제3조에 명시된 관할권에 따라 규율됩니다. 북미 약관, 유럽경제지역 소비자 약관, 중국 서비스지역 약관, 독일 약관, 대한민국 약관 및 기타 지역별 또는 서비스별 약관이 달리 규정하지 않는 한, 본 약관이나 본 서비스로부터 또는 이와 관련하여 발생하는 모든 청구는 중재신청서 제출 당시 유효한 싱가포르 국제중재센터의 중재규칙에 따라 싱가포르 국제중재센터에서 주재하는

중재를 통해 해결합니다. 중재지는 싱가포르이며, 중재절차는 영어로 수행됩니다. 모든 절차는 비밀로 하며, 1인의 단독중재인을 둡니다.

(f) 포기 및 가분성. 일방 당사자가 본 약관에 대한 어느 위반을 포기하는 것이 그 밖의 위반을 포기하는 것에 해당되지 않습니다. 본 약관에 따른 권리를 행사하지 아니하였음을 이유로(또는 본 약관에 따른 권리의 행사를 지연하였음을 이유로) 당사자들은 여하한 권리를 포기한 것으로 취급되지 않습니다. 본 약관의 어느 일부가 집행 불가능한 경우라도 본 약관의 나머지 부분은 계속적으로 완전한 효력을 유지합니다.

(g) 제3자 수익자 부존재. 명시적으로 규정된 경우를 제외하고, 본 약관은 여하한 제3자에게 이익을 수여하도록 의도되지 않았습니다. 최종이용자들은 본 약관상의 제3자 수익자에 해당되지 않습니다.

(h) 완전한 합의. 본 약관 및 추가 약관들은 해당 내용에 관한 귀하와 Tencent 간의 제반 합의사항을 최종적으로 완전하게 명시한 것으로, 해당 사항들에 대한 모든 이전의 구두 및 서면 합의를 대체합니다. 본 약관에 언급된 추가 약관들은 참조에 의해 이에 편입됩니다. 본 약관과 추가 약관들이 서로 불일치하는 경우, 불일치는 나열된 순서대로 다음의 사항을 우선하여 해결됩니다: (i) (관련 서비스에 적용 가능한대로 개인정보 처리에 관하여 적용됨)데이터 처리 및 보안에 관한 계약; (ii) 본 약관; 그리고 (iii) 추가 약관. 다만, (해당되는 경우에 따라) 중국 서비스지역 약관, 북미 약관, 유럽경제지역 소비자 약관, 독일 약관, 대한민국 약관 또는 기타 지역별 약관은 적용 가능한 경우 본 서비스에 관하여 적용됩니다. Tencent는 본 약관에 따라 수정되거나 달리 서면으로 합의되지 않는 한, 본 약관의 조항과 다르거나, 수정되거나 또는 달리 추가된 조항에 구속되지 않습니다. 해당되는 경우, 본 서비스와 관련하여 귀하가 Tencent와 별도의 서비스 계약을 체결하고, 해당 서비스 계약에 의해 명시적으로 제공되는 경우, 서비스 계약의 조항은 해당 서비스 계약의 조항과 본 약관 간의 충돌 또는 불일치가 있는 범위 내에서 우선합니다. 전술한 내용을 제한하지 않고, 양 당사자는 고객이 발행한 구매 양식, 제안 요청, 공급업체 설문지 또는 이와 유사한 내용의 어떤 약관도 적용되지 않는다는 데 동의하며, Tencent는 이를 부인합니다.

(i) 본 약관, 개인정보보호방침 및 쿠키 관련 방침의 변경. Tencent는 추가 약관들을 비롯하여 Tencent Cloud 사이트에 업데이트 버전을 게시하여 수시로 본 약관을 변경할 수 있습니다. 본 약관 또는 추가 약관에 특별히 규정되거나 달리 Tencent에 의해 명시되지 않는 한, 개정된 약관은 게시 후 30일 뒤에 효력을 발생합니다. 전술한 내용에도 불구하고, Tencent의 서비스 또는 제품 기능에 관한 모든 변경은 즉시 효력을 발생합니다. Tencent는 귀하에게 변경사항을 통지하기 위해 합리적으로 노력할 것이나, 변경사항과 관련하여 추가 약관들을 포함하여 본 약관을 정기적으로 확인하는 것은 귀하의 책임입니다. 귀하가 본 서비스를 계속 이용하는 경우 귀하는 변경 약관을 수락한 것으로 간주됩니다. 변경 약관은 소급하여 적용되지 않습니다.

(j) 언어. 본 약관과 관련된 모든 통신 및 통지는 영어 또는 중국어로 작성되거나 제공됩니다. 전술한 내용에도 불구하고 본 약관의 번역이 작성된 범위 내에서 영어 버전이 우선합니다.

(k) 홍보. 귀하는 Tencent가 귀하를 Tencent의 고객으로 칭하고 귀하의 이름과 로고를 Tencent의 마케팅 자료 및 웹사이트에 사용하는 것에 동의합니다. 달리 법령에 의하여 허용된 경우를 제외하고, 귀하는 본 약관 또는 Tencent가 귀하에게 서비스를 제공하고 있다는 사실과 관련하여 어떠한 보도자료를 발표하거나 기타 공개적인 의사소통을 해서는 안 됩니다. 귀하는 Tencent의 상표, 서비스 마크, 서비스명 또는 상호, 로고("Tencent마크")를 사용해서는 안 되며, Tencent의 사전 서면 동의 없이 Tencent를 본 서비스의 공급자로 식별하는 행위를 해서는 안 됩니다. 부여된 허가에 도 불구하고, Tencent가 서면으로 달리 동의하지 않는 한, 그 목적과 Tencent 마크의 사용을 위하여 Tencent를 식별하는 귀하의 제한된 허가는 본 약관이 만료되거나 해지되면, 그 중 더 이른 때에, 그 즉시 종료됩니다. 귀하의 Tencent 마크 사용은 수시로 Tencent가 공표하는 모든 약관, 조건 또는 가이드라인이 적용됩니다.

(l) 통지. 본 약관에 따라 요구되거나 허용된 모든 통지는 서면으로 작성되어 인증 또는 등기 우편, 또는 보험에 가입된 택배, 반송 영수증이 요청된 방식으로 위에 명시된 주소(Tencent의 경우) 및 등록된 청구 주소 또는 당사에 등록된 기타 다른 주소(귀하의 경우)에 있는 적절한 당사자에게 적절한 우편 요금이 붙어 발송되면 효력이 있습니다. 양 당사자는 본 조에 따라 상대방 당사자에게 통지하여 통지 수령을 위한 주소를 변경할 수 있습니다. 전술한 내용에도 불구하고, 이메일, 본 서비스를 위한 플랫폼 또는 다른 방법을 통하여 Tencent에 의하여 전자적으로 발송된 모든 통지, 통신, 또는 공개는 본 약관에 따라 제공되어야 하거나 제공되도록 허가된 유효하고 구속되는 통지로 간주됩니다.

부가 조항 - 대한민국 고객용

귀하의 등록된 청구지 정보에 명시된 국가가 대한민국이고, 귀하가 텐센트 클라우드 이용약관(이하 “본 약관”)하의 서비스를 이용하고자 하는 경우, 귀하는 아래 한국 이용약관(이하 ‘한국 약관’)의 적용을 받게 됩니다. 한국 약관과 본 약관이 서로 모순되는 경우, 한국 약관이 우선하게 됩니다. 한국 약관에 사용되었지만 명시되지 않은 용어는 본 약관에 따른 의미를 갖습니다.

1. 이용자격

이용자격에 관한 본 약관 제2조의 내용은 다음과 같이 변경합니다. 19세 이상인 자만이 본 서비스를 이용할 수 있습니다. 본 약관(한국약관 포함, 이하 동일)에 동의함으로써, 귀하는 당사에 다음을 진술 및 보장합니다: (a) 귀하는 19세 이상이고; (b) 이전에 귀하의 본 서비스 이용이 정지 또는 해지된 바 없으며; 또한 (c) 귀하의 본 서비스 등록 및 본 서비스 이용은 일체의 관계 법령을 준수하고 있습니다. 귀하가 법인, 조직 또는 회사인 경우, 귀하를 대신하여 본 약관에 동의하는 개인은 자신이 귀하로 하여금 본 약관에 구속될 수 있게 할 수 있는 권한을 가지며, 귀하가 본 약관에 구속되는 데 동의함을 진술 및 보장합니다.

2. 서비스 또는 이용료의 변경

Tencent가 서비스 또는 이용료를 변경하는 경우에는 변경사유, 변경될 서비스 및 이용료의 내용 및 제공일자 등을 명시하여 그 적용일자로부터 최소한 7일 전부터 해당 서비스의 초기 화면에 게시하여 알립니다. 다만, 서비스 또는 이용료의 변경이 귀하에게 불리하거나 중대한 사항인 경우 최소 30일 전부터 알리며, 귀하로부터 그 변경에 관한 동의를 얻습니다.

3. 원화(KRW)를 통한 결제

본 계약에 따라 서비스 사용에 대해 지불해야 하는 모든 요금은 미화 달러(USD)로 표시됩니다. 귀하가 신용카드를 결제 수단으로 사용하여 요금을 결제하기로 선택한 경우, 해당 월에 청구되는 요금은 미화 달러(USD)에서 원화(KRW)로 환산되며, 해당 환율은 전월 마지막 영업일에 Bloomberg가 발표한 중간 환율에 따라 결정됩니다. 예를 들어, 귀하가 이용한 특정 서비스에 대한 요금이 2024년 3월에 부과되고 귀하가 이를 신용카드를 결제하기로 선택한 경우, 해당 요금은 2024년 2월 마지막 영업일에 블룸버그가 공시한 중간 환율에 따라 미화 달러(USD)에서 원화(KRW)로 변환되며, 원화(KRW)로 환산된 후 그에 따라 신용카드에 요금이 청구됩니다.

4. 청약의 철회

(a) 귀하가 본 서비스의 최종 이용자로서 전자상거래법상 소비자에 해당하는 경우에는 본 서비스의 제공이 개시된 날로부터 7일 내에 본 서비스에 관한 청약의 철회를 할 수 있습니다. 다만, 서비스의 내용이 Tencent가 표시·광고한 내용과 다르거나 본 약관 또는 기타 서비스에 관한 계약의 내용과 다르게 이행된 경우에는 귀하는 그 사실을 알았거나 알 수 있었던 날로부터 30일 또는 서비스를 처음 제공받은 날로부터 3월 내에 청약철회를 할 수 있습니다.

- (b) 귀하가 Tencent가 제공한 서비스가 한시적이거나 및 일부 기능만을 제공하는 것일 경우에는 Tencent의 의사에 반하여 청약철회를 할 수 없습니다.
- (c) 청약 철회를 하고자 할 경우, 귀하는 가급적이면 다음의 방식으로 분명하게 Tencent에게 의사를 알려주어야 합니다: <https://console.tencentcloud.com/workorder/category> 를 통해 작업 주문서를 제출하는 방법으로 고객 서비스에 연락하여 귀하의 이름, 주소, 계정 정보를 알려주는 방식
- (d) 청약철회는 귀하가 그 의사표시를 발송한 날부터 효력이 발생합니다.
- (e) 귀하가 청약 철회를 한 경우에 Tencent는 지체 없이 귀하의 서비스를 삭제하고 서비스를 삭제한 날부터 3영업일 이내에 이용료를 환급합니다.
- (f) 항에서 Tencent가 귀하에게 이용료 환급을 지연하는 경우에는 그 지연기간에 대하여 「전자상거래 등에서의 소비자보호에 관한 법률」 및 시행령에서 정하는 이율을 곱하여 산정한 지연이자를 지급합니다.
- (g) Tencent는 이용료 지급에 사용된 결제수단을 제공한 사업자에게 지체 없이 이용료의 청구를 정지 또는 취소하도록 요청합니다. 다만, Tencent가 결제업자로부터 이미 이용료를 지급받은 경우에는 이를 결제업자에게 환불하고 귀하에게 통지합니다.
- (h) Tencent는 귀하가 서비스를 일부 사용한 경우에는 그로 인해 귀하가 얻은 이익 또는 서비스의 공급에 든 비용에 상당하는 금액을 귀하에게 청구할 수 있습니다.
- (i) Tencent는 귀하에게 청약 철회를 이유로 위약금 또는 손해배상을 청구할 수 없습니다.

5. 약관의 변경

Tencent가 본 약관을 변경하고자 할 경우에는 Tencent Cloud 웹사이트에 업데이트 버전을 게시합니다. 업데이트 버전은 게시일로부터 7일이 지난 뒤 효력이 발생합니다. 변경된 계약의 효력 발생일 이후에도 귀하가 본 서비스를 계속 이용하는 경우 귀하는 변경 약관을 수락한 것으로 간주됩니다. 다만, 본 계약의 변경이 귀하에게 불리하거나 중대한 사항인 경우 최소 30일 전부터 알리며, 귀하로부터 그 변경에 관한 동의를 얻습니다.

6. 준거법

본 약관 제3조(a)에도 불구하고, 귀하가 본 서비스를 소비자로서 사용하는 경우, 본 약관의 준거법은 대한민국 법입니다.

개인 정보 처리 방침

최종 업데이트 날짜: : 2024-08-07 09:17:29

요약

어떤 유형의 개인 정보를 수집합니까?

당사는 사용자가 당사의 서비스를 이용, 구매 및 Tencent와의 상호작용과 관련한 정보를 수집합니다. 또한 사용자가 당사의 웹 사이트에서 문의하거나 당사 서비스를 이용하기 위해 등록을 할 때 사용자는 정보를 제공합니다. (예: 사용자의 성명과 상세 연락처). 사용자가 계정 관리자인 경우, 타인의 이메일 주소를 서비스 콘솔에 포함시킴으로써 타인에게 액세스 권한을 제공할 수 있습니다. 사용자가 계정을 설정하기 위해 당사에 제공한 정보, 그리고 사용자가 이용하는 서비스를 관리하는 데 있어서 당사가 수집하고 생성하는 정보에 대해서는 당사가 컨트롤러의 역할을 수행합니다. 사용자가 서비스를 이용하면서 저장하는 정보(예컨대, 당사 서버에서 업로드하여 저장하는 콘텐츠)에 대해서는 당사가 프로세서의 역할을 수행합니다. 더 자세한 정보는 [당사가 수집하고 처리하는 개인 정보 유형](#)을 참조하십시오.

수집한 개인 정보를 어떻게 사용합니까?

당사는 수집된 정보를 사용하여 사용자의 계정을 생성 및 인증하고, 비밀번호를 변경할 수 있도록 하며, 결제를 처리하고, 소통합니다. 더 자세한 정보는 [사용자의 개인 정보를 이용하는 방법](#)을 참조하십시오.

수집한 개인 정보를 누구와 공유합니까?

당사는 사용자의 정보를 제3의 서비스 제공자, 관련 그룹 회사, 그리고 법에 따라 요구되는 바에 따라 공유합니다. 더 자세한 내용은 [귀하의 개인 정보를 공개하고 보관하는 방법](#)을 참조하십시오.

수집한 개인 정보를 어디에서 처리합니까?

당사 서버는 중국 본토 등 사용자가 위치하고 있는 국가가 아닌 외부에 있을 수 있습니다. 더 자세한 내용은 [귀하의 개인 정보를 공개하고 보관하는 방법](#)을 참조하십시오.

수집한 개인 정보는 얼마나 오랫동안 보관됩니까?

사용자의 정보는 사용자의 계정이 존재하는 동안 보관됩니다. 그 후, 개인 정보의 유형에 따라 지정된 기간 내에 삭제됩니다. 더 자세한 정보는 [데이터 보유](#)를 참조하십시오.

내 정보에 대한 권리를 어떻게 행사할 수 있습니까?

귀하는 귀하의 정보를 비롯해 당사가 해당 정보를 사용하는 방법에 대해 특별한 권리를 보유하고 있습니다. 여기에는 귀하가 정보에 접근하는 방법, 정보 삭제, 귀하의 정보를 이용할 수 있는 방법에 대한 제한, 귀하의 정보를 이용하는 것에 이의를 제기할 수 있는 권리 및 그 정보 사본을 획득하는 것이 포함됩니다. 더 자세한 내용은 [사용자의 권리](#)를 참조하십시오.

분쟁 해결

우려 사항이나 불만 사항이 있으면 cloudlegalnotices@tencent.com 으로 연락하십시오. 더 자세한 내용은 [계약 & 민원 처리](#)를 참조하십시오.

변경 사항을 어떻게 안내합니까?

본 개인 정보 처리 방침에 중대한 변경 사항이 있을 경우, 당사 웹 사이트에 공지할 것입니다. 자세한 내용은 [업데이트 및 변경 사항](#)을 참조하십시오.

연락처 정보

데이터 컨트롤러(EEA, UK, 스위스): Tencent Cloud Europe B.V.. 주소: Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands.

데이터 컨트롤러(EEA, UK, 스위스 이외): [서비스 약관](#)에 규정된 바와 같이 사용자와 계약을 체결한 업체.

데이터 보호 담당자: cloudlegalnotices@tencent.com 으로 이메일을 보내주십시오.

관할권별 부록

특정 관할권과 관련된 추가 조항은 본 개인 정보 처리 방침의 부록에 포함되어 있습니다. 나열된 관할권에 일반적으로 거주하는 경우, 해당 관할권에 대한 관련 조건이 적용됩니다. 부록과 본 개인 정보 처리 방침이 상충하는 경우, 해당 부록의 조항은 해당 영역에 대해서만 우선합니다. 관련 부록에 달리 제공되지 않는 한, 본 개인 정보 처리 방침의 조항은 해당 부록의 특정 조항 외에 해당 지역에 적용되며, 해당 추가 부록에 구체적으로 명시된 경우를 제외하고는 수정되지 않습니다.

모듈

본 개인 정보 처리 방침의 [모듈](#) 섹션에 명시된 모듈은 귀하가 특정 기능(각 관련 모듈에 정의된 대로)을 사용하는 경우 적용되고, 본 개인 정보 처리 방침의 일부를 구성합니다. 사용자는 해당 모듈에 설명된 대로 당사가 사용자의 개인 정보를 수집, 처리, 사용 및 보관할 것임을 인정합니다. 더 자세한 내용은 아래 [모듈](#)을 참조하십시오.

개요

Tencent Cloud서비스 약관에 따라 Tencent Cloud 웹사이트 및 클라우드 서비스 서비스(<https://tencentcloud.io> 및 <https://www.tencentcloud.com> 포함)를 사용하는 경우(이하 “서비스”), 사용자는 사용자의 정보에 관한 당사의 규칙과 정책에 동의하고 있는 것이며, 본 개인 정보 처리 방침에 설명된 바와 같이, 사용자의 개인 정보를 당사가 수집, 처리, 이용 및 보관하는 것에 대해 명시적으로 동의하는 것입니다.

본 개인 정보 처리 방침에 동의하지 않으면, 본 서비스를 사용하지 않아야 합니다.

본 개인정보 처리 방침은 서비스 약관에 명시된 대로 관련 Tencent 법인이 귀하에게 서비스를 제공하는 경우에만 귀하에게 적용됩니다.

당사는 사용자의 계정과 본 서비스를 설정 및 관리하기 위해 사용자가 당사에게 제공하는 개인 정보, 그리고 사용자의 본 서비스 이용과 관련하여 생성된 개인 정보(이하 “**관리 정보**”)를 보유합니다. 당사는 관리 정보의 데이터 컨트롤러입니다. 본 개인 정보 처리 방침에서는 귀하의 관리 정보에 관한 귀하의 선택 및 당사의 관행에 대해 설명합니다.

당사는 개인 정보를 포함하여 사용자가 본 서비스를 사용하면서 제출, 업로드, 전송 또는 디스플레이하는 데이터(이하 “콘텐츠”)도 보관하며, 오로지 본 서비스를 제공하기 위해 이 데이터를 보관합니다. 콘텐츠의 보관과 관련된 약관은 당사의 [서비스 약관](#) 및 [데이터 처리 및 보안 계약 부록](#)에 규정되어 있습니다. 귀하는 콘텐츠에 대한 데이터 컨트롤러이며, 콘텐츠에 관하여 귀하의 사용자나 제3자가 문의하는 데이터 취급 프로세스에 관한 질문은 우선 귀하에게 해야 합니다. 당사는 언제나 귀하에 대한 서비스 제공자로서 역할을 수행하며, 귀하를 대신하여 데이터를 처리합니다. 사용자는 언제든지 사용자의 콘텐츠를 추출할 수 있습니다.

사용자가 유럽 경제 지역이나 스위스에 소재하고 있는 경우, 일반 데이터 보호 규정(GDPR)에서 말하는 사용자의 개인 정보에 대한 데이터 컨트롤러는 Tencent Cloud Europe B.V.입니다. 이 회사는 네덜란드에 등록되어 있으며 등록 주소는 Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands입니다. 사용자가 유럽 경제 지역이나 스위스 이외의 지역에 소재하는 경우에는, 사용자의 개인 정보에 대한 데이터 컨트롤러는 [서비스 약관](#)에 규정된 바와 같이 사용자와 계약을 체결한 업체입니다. 그 각각의 경우, 관련 업체는 본 정책에서 “Tencent”, “당사” 및 “당사에게”라고 지칭됩니다.

당사의 Data Protection Officer에게 cloudlegalnotices@tencent.com 으로 연락할 수 있습니다.

섹션 1: 당사가 데이터 컨트롤러인 경우

당사가 수집하고 처리하는 개인 정보 유형

당사는 귀하에 관한 다음과 같은 정보를 수집하고 이용합니다.

사용자가 당사에 제공되는 정보. 사용자는 당사의 서비스에 대해 문의하거나, 당사의 서비스를 사용하거나, 전화, 이메일 또는 기타 방법으로 당사와 소통할 때 자신에 대한 정보를 제공할 수 있습니다. 여기에는 사용자의 이름, 사용자 이름, 이메일 주소, 주소, IP 주소, APPID, UIN, 장치 ID, Tencent Cloud ID, 사진이 있는 신분증, 신용카드 정보, 전화 번호 등 사용자가 당사의 서비스에 등록할 때(또는 비즈니스 고객인 경우, 회사의 비즈니스 대리인으로서 서비스에 등록할 때) 제공하는 정보가 포함됩니다. Google의 기존 계정 중 하나를 사용하여 계정을 설정하기로 선택한 경우 당사는 등록을 완료하기 위해 해당 연결된 계정에서 Google ID, 이메일 주소, 인증 코드 및 아바타(로그 형식)를 포함한 정보를 수집합니다.

당사의 서비스를 이용할 때 사용자에게 당사가 수집하는 정보. 당사는 사용자가 Tencent Cloud 웹 포털을 사용할 경우, IP 주소, 사용자 에이전트 및 장치 ID, 사용자의 방문 기록, 사이트 액세스 요청, 업로드 및 다운로드와 같은 당사 서비스 사용에 관한 정보를 포함하여 사용자로부터 특정 정보를 수집합니다.

제3자로부터 당사가 입수하는 정보. Tencent Cloud를 통해 사용자 계정의 관리자가 접근권을 결정할 수 있습니다. 그렇게 함에 있어, 사용자의 서비스의 관리자(사용자 본인일 수도 있음)는 본 서비스에 접근하는 다른 사람의 이메일 주소를 그 계정 아래로 포함시킬 수 있습니다. 사용자가 계정 관리자인 경우, 사용자는 관련된 그 개인의 이메일 주소를 이러한 목적으로 제공하는 데 대해 해당 개인의 동의를 받았다는 것을 인정하고 당사에 이를 보증합니다.

당사는 사용자가 Tencent와 소통할 때마다, 예컨대, 사용자가 이메일로 당사와 연락을 취할 때, 새로운 본 서비스를 활성화할 때, 또는 당사 웹 사이트에 있는 서식을 완료할 때, 사용자의 정보를 수집하고 보관합니다. 당사는 사용자가 구매하는 본 서비스에 대한 정보, 예컨대 인증 코드, 구매 날짜 및 지원 문제와 관련된 정보와 같은 정보를 보관합니다.

쿠키

당사는 본 서비스에 대한 사용자의 사용 경험을 향상시키기 위해 쿠키 및 기타 유사한 기술(예를 들어 웹비콘, 플래쉬 쿠키 등) (이하 “**쿠키**”)을 사용합니다. 쿠키는 작은 파일로써, 이 파일이 귀하의 장치에 설치되면 당사가 특정 기능과 기능성을 제공할 수 있게 됩니다.

쿠키의 설치를 허용하거나 나중에 쿠키를 비활성화시킬 수 있는 옵션이 있습니다. 귀하는 컴퓨터의 웹 브라우저에서 해당 기능을 조정하여 모든 쿠키를 수락하거나, 쿠키 설치 시 웹 브라우저에 통지하도록 지시하거나, 모든 쿠키의 수락을 거부할 수 있습니다. 사용자가 쿠키 설치를 거부하는 경우, Tencent Cloud의 일부 서비스를 이용하지 못할 수 있습니다.

당사가 사용하는 쿠키에 대한 추가 정보는 당사의 [쿠키 정책](#)을 참조 하십시오.

아동

당사의 서비스는 아동을 위한 것이 아닙니다. 아동은 어떤 목적으로도 서비스를 이용해서는 안 됩니다. 당사는 만 14세 미만의 미성년자가 당사의 서비스에 등록하거나 개인 식별 정보를 제공하는 것을 허용하지 않습니다. 귀하가 만 14세 미만이라면, 당사의 서비스를 이용하기 위해 가입하거나 본 서비스를 통해 본인에 대한 정보를 제공하지 마십시오.

귀하의 개인 정보를 이용하는 방식

당사는 정보를 다음과 같은 방식으로, 다음과 같은 법적 근거에 따라 이용합니다.

개인 정보	이용 목적	처리의 법적 근거 (EEA 및 영국에만 해당)
위치, 이름, 이메일 주소, IP 주소, 사용자 에이전트(또는 웹사이트 브라우저), 장치 ID 및 Tencent Cloud ID, 주소(시, 도 및 우편 번호 포함), APPID, UIN, 사용자 이름 및 기타 로그인 보안 자격 증명, Google을 통해 등록하기로 선택한 경우: Google ID, 이메일 주소, 인증 코드 및 아바타(로그 형식) (필수)	당사는 이 정보를 사용하여 다음 사항을 수행합니다. 사용자의 요청에 따라 Tencent Cloud 계정을 만들거나 계정이 있는지 확인. 암호 재설정 허용. 사용자에게 사용자 지원 제공. 거래를 기록하거나 주문 확인을 제공하는 행위 그리고 . 당사의 약관, 조건, 정책 집행	당사는 사용자와의 계약을 이행하여 서비스를 제공하기 위한 필요에 따라 이 정보를 처리합니다.
휴대폰 번호, 이메일 주소, 주소(필수)	당사는 다음과 같은 목적으로 이 정보를 사용합니다. Tencent Cloud 계정 검증. 보안 보호(사용자가 계정 확인을 활성화 하면, 사용자가 계정 암호, 이메일 주소 등을 수정할 때 SMS 경고 및 2단계 인증 코드를 전송하는 데 사용됩니다.)	사용자의 신원을 확인하고 서비스에 대해 사용자와 소통하는 것은 당사의 정당한 권리입니다.

	<p>제품 알림. 주문 확인. 서비스 정보(예: 계정 잔고 정보, 계정 잔고가 낮을 때 사용자와 소통).</p>	
사진이 부착된 신분증(예: 운전 면허증, 여권 또는 노동 허가) 이름 및 주소(필수)	<p>서비스를 위해 중국(홍콩(중국), 마카오(중국) 및 대만(중국) 제외)에 위치한 서버를 사용하기로 선택한 경우, 당사는 사용자의 사진이 부착된 신분증(또는 사용자가 기업 고객인 경우 기업 문서)을 사용하여 사용자의 계정이 현지 법률에 따라 합법적으로 확인되었는지 확인합니다.</p>	<p>데이터를 처리하여 데이터 처리가 법적으로 필요한 지역에서 서비스를 사용할 수 있도록 하는 것은 당사의 정당한 권리입니다.</p>
신용 카드 정보(카드 번호, 이름, 유효 기간, 보안 코드, 결제 ID)(필수)	<p>당사는 사용자의 신용 카드 정보를 사용하여 서비스 사용에 대한 사용자의 결제를 처리합니다.</p>	<p>당사는 사용자와의 계약을 이행하여 서비스에 대한 결제를 용이하게 하기 위해 이 정보를 처리합니다.</p>
거래 기록(예: 서비스 결제 날짜 및 시간)(필수)	<p>당사는 사용자가 거래 기록을 볼 수 있도록 거래 기록에 대한 액세스를 제공합니다.</p>	<p>당사는 사용자와의 계약을 이행하여 서비스와 관련된 결제를 관리하기 위해 이 정보를 처리합니다.</p>
로그 데이터, 메타데이터, IP 주소, 사용자 티켓, 사용자 에이전트, 액세스의 날짜 및 시간, Tencent Cloud 웹 사이트 내 각각의 URL 방문(직접 또는 제3자 웹 사이트에서 참조를 한 것인지 여부는 불문)(필수)	<p>당사는 이 정보를 전략 및 서비스 개선 및 분석에 사용합니다.</p>	<p>당사의 전략과 서비스를 개선하는 것은 당사의 정당한 권리입니다.</p>
고객 서비스 티켓/채팅 콘텐츠, IP 주소, Tencent Cloud ID, 사고 세부 정보 및 대응 단계; (텔레그램 (Telegram)으로 문의하는 경우: 텔레그램 (Telegram) 사용자의 계정 번호) (필수)	<p>당사는 이 정보를 사용하여 다음 사항을 수행합니다. 사용자의 서비스 관련 우려 사항 및 불만 사항 처리 문제 해결, 데이터 분석, 테스트, 연구, 통계 및 조사 목적을 포함한 내부 운영 및 서비스를 개선 및 관리하고 서비스를 안전하고 완벽하게 유지합니다.</p>	<p>당사의 서비스를 개선하고 사용자에게 제공된 서비스와 관련하여 지원을 제공하는 것은 당사의 정당한 권리입니다.</p>
사고와 관련된 로그 및 메타 데이터(필수)	<p>당사는 서비스 및 대응을 개선하기 위해 이 정보를 사용합니다.</p>	<p>당사의 서비스 및 대응을 개선하는 것은 당사의 정당한 권리입니다.</p>

문의 데이터(웹 사이트 문의 양식을 통해 또는 판매 문의의 일부로 문의를 제출할 때 제공되는 데이터): 사용자 이름, 이메일, 전화번호, UIN, 조회 우선 순위 또는 티켓, 알림 설정, 회사 이름, 비즈니스 서비스, 사용자가 문의한 사항들 또는 사용자에게 의해 제공된 추가 정보(필수)	당사는 사용자의 요청에 응답하기 위해 이 정보를 사용합니다.	사용자의 요청에 응답하기 위해 이 정보를 필요에 따라 처리하는 것은 당사의 정당한 권리입니다.
기술 지원 문의 데이터(사용자가 기술 지원 요청을 제출할 때 제공한 데이터): 사용자 이름, 이메일, 전화번호, 질문 유형, 문의 세부 사항(필수)	당사는 사용자의 요청에 응답하기 위해 이 정보를 사용합니다.	사용자의 요청에 응답하기 위해 이 정보를 필요에 따라 처리하는 것은 당사의 정당한 권리입니다.
프로모션 연락처 데이터: 이름, 이메일, 전화번호, 회사 이름, 비즈니스 서비스, 위치, 문의 세부 사항(선택)	당사는 이 정보를 사용하여 다음 사항을 수행합니다. 당사의 제품 및 서비스를 귀하에게 홍보합니다. 당사 또는 당사의 제3자 파트너를 통해 직접 마케팅 커뮤니케이션을 발송합니다.	당사는 사용자의 동의를 받고 이 정보를 처리합니다. 이 동의는 언제든지 철회할 수 있습니다.
마케팅 데이터: 이름, 비즈니스 이메일, 전화번호, 회사명, 국가/지역 및 산업(필수)	당사는 다음과 같은 목적으로 이 정보를 사용합니다. 온라인 이벤트 및 웨비나 장소 예약 제품 알림 주문 확인	당사는 사용자의 동의를 받고 이 정보를 처리합니다. 이 동의는 언제든지 철회할 수 있습니다.
이름, 이메일 주소, 국가 코드, 전화번호, 회사명, 비즈니스 서비스, 문의(필수)	당사는 다음과 같은 목적으로 이 정보를 사용합니다. COVID-19 클라우드 리소스 지원 프로그램 앱용 애플리케이션 처리 당사 제품에 대한 요청에 응답 제품 알림 주문 확인	당사는 지원을 제공하기 위해 사용자와의 계약에 따라 이 정보를 처리합니다.
이름, 이메일 주소, 국가 코드, 전화번호 및 회사 이름(필수)	당사는 귀하가 관심을 가질 만한 제품 및 서비스를 이해하고 귀하와 잠재적인 비즈니스 기회를 모색하기 위해 이 정보를 사용하여(당사 또는 당사의 제3자 파트너를 통해) 귀하와 통신합니다.	이러한 데이터를 처리하여 귀하와의 관계를 유지하고 비즈니스 요구를 더 잘 이해하는 것은 당사의 정당한 이익입니다.
이름, 이메일 주소, 사용자가 법적 의무를 다하기 위해 제공한 일체의 정보(예: 생년	당사는 당사의 법적 의무를 다하기 위해 해당 정보를 사용합니다.	당사는 당사에 적용되는 법적 의무를

월일, 국적, 사업자 등록일자, 사업자 등록 번호, 사업자 등록지, 등)(필수)		다하기 위해 필요한 경우 해당 정보를 처리합니다.
이름, UIN, 신용카드번호(암호화됨) (필수)	당사는 안전하고 안전한 환경을 제공하고 서비스의 무결성을 유지하기 위해 이용약관 및 정책을 시행하기 위해 이 정보를 사용합니다.	당사는 사용자와의 계약을 이행하여 서비스에 대한 결제를 용이하게 하기 위해 이 정보를 처리합니다.

당사는 귀하가 특정 기능을 위해 당사 서비스의 데모 버전을 사용해 보는 경우 등의 특정한 이유로 때때로 귀하로부터 다른 개인 정보를 수집해 처리할 수 있습니다. 예를 들어, 귀하가 인스턴트 메시징 기능의 데모 버전에 데이터를 입력하거나 업로드하는 경우(예: 채팅 메시지 및 통지를 전송하거나 채팅 이름을 변경), 당사는 귀하가 인터페이스와 기능을 경험할 수 있도록 이러한 데이터를 처리하며 48시간 이내에 이러한 데이터를 삭제합니다. 또한 당사는 제품 페이지에서 등 당사가 개인 정보를 처리하는 방식에 대한 자세한 정보(본 개인 정보 처리 방침과 다를 수 있는 개인 정보 처리 방식의 변경 사항에 대한 정보 포함)를 제공할 수도 있습니다.

귀하의 개인 정보를 공개하고 보관하는 방법

당사는 사용자의 개인 정보를 사용자의 국가 내부 또는 외부에서 선정된 제3자와 공유할 수 있습니다.

제3자 당사는 (a) 결제를 처리하기 위해, (b) 고객 지원 서비스를 제공하기 위해(지원 데이터베이스 제공 및 발권 포함), (c) SMS 문자 통지문을 보내기 위해, 또는 (d) 그 밖에 당사의 제3자 페이지에 나열된 서비스를 포함하여, 본 서비스의 일환으로 여타의 서비스, 지원, 기능 또는 기능성을 제공하기 위한 목적으로 제3자와 정보를 공유합니다.

관련 그룹 회사 관련 그룹 회사에는 제3자 페이지에 나열된 업체가 포함됩니다. 당사는 당사의 서비스를 운영하기 위해 사용자의 개인 정보를 이 회사들과 공유합니다.

처리를 위해 데이터가 EEA 또는 UK 외부로 (예컨대, 중국 본토로) 전송되는 경우에는, 결정 2001/497/EC(컨트롤러에게 전송하는 경우) 및 결정 2004/915/EC(프로세서에게 전송하는 경우)에 따라, 개인 데이터의 제3국 전송을 위한 유럽위원회의 모델 계약(즉, 표준 계약 조항)에 따릅니다.

법 집행기관, 공공기관 또는 그 밖의 사법 기관 및 단체. 당사는 법률상 정보를 공개해야 하는 경우, 또는 다음 각 호에 해당하여 그러한 정보의 이용이 합리적으로 필요하다고 당사가 신의성실로써 판단하는 경우에 정보를 공개합니다.

법적 의무, 절차 또는 요청 준수

당사의 서비스 약관 및 기타 계약, 정책 및 기준 집행(위 약관 등의 위반 가능성에 대한 조사도 포함)

보안, 사기 또는 기술적 문제를 발견, 방지 또는 다른 방식으로 처리

법에서 요구하거나 허용하는 바에 따라, 당사나 당사의 사용자, 제3자 또는 일반 공중의 권리, 재산 또는 안전 보호(사기 방지 및 신용위험 감소를 목적으로 다른 회사 및 기관과 정보를 교환하는 경우 포함)

당사 또는 당사 비즈니스의 전부 또는 실질적 전부를 인수하는 제3자. 당사는 당사가 사업을 양도 또는 양수하는 경우나 합병을 하는 때에는 제3자에게 정보를 공개할 것이며, 이 경우 당사는 사용자의 데이터를 잠재적인 양수인에게

공개할 것입니다. 당사는 당사가 다른 회사나 사업을 양도, 양수, 합병 또는 그러한 회사나 사업체와 제휴를 하는 경우나, 당사의 자산 중 일부나 전부를 양도하는 경우에도 정보를 제3자에게 공개할 것입니다. 이러한 거래에서는, 사용자 정보는 이전된 자산 중에 포함될 수도 있습니다.

제3자 링크 및 서비스

Tencent는 귀하의 편의를 위해 다른 제3자 웹 사이트(총칭하여 '**제3자 웹 사이트**')로 이동하는 링크를 제공할 수 있습니다. 제3자 웹 사이트를 방문할 때에는 주의를 기울이시기 바랍니다. 제3자 웹 사이트에는 귀하가 그 웹 사이트를 사용하는 경우 및 그들이 수집한 정보의 이용과 관련하여 적용되는 별도의 독립적인 개인 정보 처리 방침, 통지문 및 이용 약관이 있습니다. 이러한 정책을 주의 깊게 읽으실 것을 권장합니다. Tencent는 귀하가 제3자 웹 사이트에게 제공하는 개인 정보에 대해서는 일체의 책임을 지지 않습니다.

귀하의 개인 정보에 대한 보안

유감스럽게도 인터넷을 통한 정보 전송에 완벽한 보안이란 없습니다. 당사가 사용자의 개인 정보를 보호하기 위해 최선을 다할지라도, 당사의 사이트로 전송되는 정보의 보안을 보증할 수 없습니다.

데이터 보존

당사는 아래에 설명된 바와 같이 귀하의 개인 정보를 보관할 것입니다(관련 법률에 의해 달리 보관하도록 정하고 있는 경우는 제외).

정보	보유 기간
(i) 위치, 이메일 주소, 비밀번호, IP 주소, 사용자 에이전트 (또는 웹사이트 브라우저), 장치 ID, Tencent Cloud ID, 인증 코드, 휴대폰 번호, 이름, 주소(시, 도 및 우편 번호 포함), APPID, UIN, (ii) Google 로그인 자격 증명: 구글 ID, 이메일 주소, 인증 코드, 아바타(로그 형태), (iii) 귀하의 신원 확인을 위해 로그인 활동의 IP 주소에 기반한 위치	(i) 계정 데이터는 계정이 존재하는 한 보존됩니다. 정보는 계정이 삭제된 날짜로부터 30일 이내에 삭제됩니다. (ii) Google 로그인 자격 증명의 경우: 정보는 생성 후 90일이 경과해 만료될 때까지 유지됩니다. (iii) 이전 3번의 로그인 IP 주소를 기반으로 한 위치만 보존됩니다.
신용 카드 정보(결제 ID 한정)(당사는 귀하의 다른 신용카드 정보 수신 시 당사의 결제 처리자가 제공하는 결제 ID를 획득하려는 목적 외에는 카드 번호, 이름, 만료 날짜 및 보안 코드를 포함한 다른 신용 카드 정보를 저장하지 않음)	결제 ID는 계정이 존재하는 기간 동안 보존됩니다. 정보는 계정이 삭제된 날로부터 30일 이내에 삭제됩니다.
거래 기록	결제 데이터는 계정이 존재하는 한 보존됩니다. 정보는 계정이 삭제된 날로부터 90일 이내에 삭제됩니다.
사진이 부착된 신분증(예, 운전 면허증, 여권 또는 노동 허가), 성명, 주소	계정 데이터는 계정이 존재하는 기간 동안 보존됩니다. 정보는 계정이 삭제된 날로부터 30일 이내에 삭제됩니다.

로그 데이터, 메타 데이터, IP 주소, 사용자 에이전트, 액세스의 날짜 및 시간, Tencent Cloud 웹 사이트 내 각각의 URL 방문(직접 방문 또는 제3자 웹 사이트에서 참조를 한 것인지 여부는 불문)	본 데이터는 계정이 존재하는 기간 동안 보존됩니다. 정보는 계정이 삭제된 날로부터 30일 이내에 삭제됩니다.
고객 서비스 티켓 /채팅 콘텐츠, IP 주소, Tencent Cloud ID, 사고 세부 내역 및 대응 조치; 텔레그램 (Telegram) 사용자의 계정번호	본 데이터는 계정이 존재하는 기간 동안 보존됩니다. 정보는 계정이 삭제된 때로부터 24시간 내에 삭제됩니다.
사고와 관련된 로그 및 메타 데이터	본 데이터는 계정이 존재하는 기간 동안 보존됩니다. 정보는 계정이 삭제된 날로부터 30일 이내에 삭제됩니다.
문의 데이터(사용자 이름, 이메일, 전화번호, UIN, 조회 우선 순위 또는 티켓, 알림 설정, 회사 이름, 비즈니스 서비스, 사용자가 문의한 사항들 또는 사용자에게 의해 제공된 추가 정보 등 웹 사이트 문의 양식을 통해 또는 판매 문의의 일부로 문의를 제출할 때 제공되는 데이터)	문의 데이터는 문의사항이 해결될 때까지 보존되며, 해결되고 나서 180일 이내에 삭제됩니다. 단, 사용자가 해당 데이터를 보존하여 장래에 더 많은 정보를 받기로 동의하는 경우는 예외로 합니다.
기술 지원 문의 데이터(사용자가 기술 지원 요청을 제출할 때 제공한 데이터): 사용자 이름, 이메일, 전화번호, 질문 유형, 문의 세부사항 포함	기술 지원 문의 데이터는 문의사항이 해결될 때까지 보존되며, 해결되고 나서 180일 이내에 삭제됩니다. 단, 사용자가 해당 데이터를 보존하여 장래에 더 많은 정보를 받기로 동의하는 경우는 예외로 합니다.
프로모션 연락처 데이터: 이름, 이메일, 전화번호, 회사 이름, 비즈니스 서비스, 위치, 문의 세부 사항	이러한 데이터는 사용자가 더 이상 프로모션 정보 수신을 원하지 않는다고 당사에게 통지할 때까지 보존됩니다.
마케팅 데이터: 이름, 비즈니스 이메일, 전화번호, 회사명, 국가/지역 및 산업.	이러한 데이터는 사용자가 더 이상 프로모션 정보 수신을 원하지 않는다고 당사에게 통지할 때까지 보존됩니다.
이름, 이메일 주소, 국가 코드, 전화 번호, 회사명, 비즈니스 서비스, 문의.	이러한 데이터는 COVID-19 클라우드 리소스 지원 프로그램이 운영되는 동안 보관됩니다. 정보는 COVID-19 클라우드 리소스 지원 프로그램이 종료된 날로부터 90일 이내에 삭제됩니다.
이름, 이메일 주소, 국가 코드, 전화번호 및 회사 이름	본 데이터는 계정이 존재하는 기간 동안 보존됩니다. 정보는 계정이 삭제된 날로부터 30일 이내에 삭제됩니다.
이름, 이메일 주소, 사용자가 법적 의무를 다하기 위해 제공한 일체의 정보 (예: 생년월일, 국적, 사업자 등록일, 사업자 등록번호, 사업자 등록지, 등)	본 데이터는 해당 법적 의무를 이행하기 위해 필요한 기간 동안 보관됩니다.
이름, UIN, 신용카드번호(암호화됨)	본 데이터는 계정이 존재하는 기간 동안 보존됩니다.

니다. 정보는 계정이 삭제된 날로부터 30일 이내에 삭제됩니다.

수집 목적이나 사용 목적을 달성했거나 개인정보 처리 기간이 만료된 개인정보는 복구가 불가능한 방식으로 폐기될 것입니다. 전자 파일에 저장된 개인 정보는 기술적 방법을 사용하여 불가역적 방식으로 안전하게 삭제되며, 인쇄된 정보는 그 정보를 파쇄하거나 소각하는 방식으로 파기됩니다. 또한, 당사는 (i) 귀하가 자신의 개인 정보를 삭제하도록 요청하거나 (ii) 귀하의 계정이 삭제되거나 (iii) 불완전한 계정 등록으로 개인 정보가 남아 있는 경우, 10일 이내에 귀하의 개인 정보를 삭제합니다.

처리 및 보유 기간이 종료되었지만 관련 법률에 명시된 목적 등 다른 이유로 인해 개인 정보를 계속 보유해야 하는 경우, 관련된 개인 정보는 다른 유형의 개인 정보와는 별도로 보관 및 관리됩니다.

귀하의 권리

본 섹션(이하 “사용자의 권리”)은 유럽 경제 지역에 거주하는 이용자들에게 적용됩니다. “액세스, 정정 및 삭제”라는 제목으로 된 하위 섹션은 일본과 한국 및 마카오 특별 행정구에 거주하는 사용자에게도 적용됩니다.

귀하는 당사가 귀하에 대해 보유한 개인 정보와 관련하여 특정한 권리를 지닙니다. 해당 권리 중 일부는 아래에 명시된 특정 상황에서만 적용됩니다. 당사는 이러한 권리들을 행사하는 방법도 규정했습니다. 당사는 귀하의 권리를 행사하기 위한 요청에 대응하기 전에 귀하의 신원을 확인합니다. 귀하가 위의 권리를 행사하기 위해 요청하면 당사는 해당 법률에서 달리 허용하지 않는 한 부당하게 지체하지 않고 최소 1개월(특정 상황에서는 추가로 2개월이 연장될 수 있음) 이내에 그 요청에 응하여야 합니다. 귀하의 권리를 행사하려면 여기에서 요청서를 작성하십시오.

액세스, 정정 및 삭제

언제든지 여기에서 계정 포털에 있는 사용자의 데이터에 접근하고, 그 중 일부를 정정 및 삭제할 수 있습니다. 사용자는 당사가 사용자에게 대해 처리하는 다른 개인 정보가 있다고 생각되거나, 부정확한 정보를 사용자가 정정하거나 삭제할 수 없는 경우, 사용자는 [여기](#)에서 요청할 수 있습니다. 사용자에게는 특정한 개인 정보의 사본을 받을 권리도 있습니다(아래 이동성 참조).

데이터 보호 법률에 따라 개인 정보를 보유할 수 있는 유효한 근거가 있는 경우(예: 법률적 청구권 또는 표현의 자유를 보호하는 경우) 개인 정보를 보유할 수 있지만, 그러한 경우 당사는 귀하에게 통지해 드립니다.

이동성

귀하는 당사가 귀하로부터 수집하는 특정한 개인 정보의 사본을 구조화되고, 일반적으로 사용되는, 기계로 읽을 수 있는 형식으로 수령할 수 있는 권리와 그러한 개인 정보를 당사가 다른 당사자에게 전송하도록 요청할 수 있는 권리를 보유합니다. 관련 개인 정보는 당사가 귀하와 체결한 계약을 이행하기 위해 귀하가 제공한 정보(예: 휴대 전화 번호, 이메일 주소 또는 거래 데이터)입니다. 사용자는 언제든지 사용자의 콘텐츠를 외부로 내보낼 수 있습니다.

당사가 개인 정보를 제3자에게 전송하기를 원할 경우, 여기에 있는 서식을 사용하여 당사에 연락할 수 있습니다. 단 기술적으로 가능한 경우에만 개인 정보를 전송할 수 있습니다.

보관 목적에 국한된 처리

귀하는 당사가 보유한 개인 정보를 특정 상황에서 보관 이외의 목적을 위해 처리하는 것을 중단하도록 당사에 요구할 권리가 있습니다. 그러나 개인 정보의 처리를 중단하더라도 데이터 보호법상 유효한 근거가 있는 경우에는(예를 들어 법률적 청구를 방어하기 위해서나, 그 밖의 보호를 위해서 필요한 경우) 당사가 그 정보를 다시 이용할 수 있다는 점에 유의하십시오.

이의 제기

사용자는 여기에서 서식을 작성하여 특정 상황(예컨대, 사용자의 동의를 받고 해당 정보가 마케팅이나 프로파일링을 위해 사용되는 경우)에서 사용자에게 대한 개인 정보를 당사가 처리하는 것에 반대할 권리가 있습니다.

당사의 연락 사항

귀하가 당사의 직접 마케팅 수신에 동의한 경우, 당사는 수시로 귀하에게 뉴스와 제안(예: 웹 세미나 자리 예약)을 보낼 수 있습니다. 언제든지 cloudlegalnotices@tencent.com으로 연락하여 수신을 거부할 수 있습니다.

당사는 필요하다고 판단되는 경우 (예: 유지 관리, 보안, 개인 정보 보호 또는 관리와 관련된 커뮤니케이션을 위해 Tencent Cloud를 일시적으로 중단하는 경우) 서비스 관련 공지를 수시로 보낼 수 있습니다. 이러한 서비스 관련 공지에 대한 수신은 거부할 수 없으며 홍보 성격을 띠지 않습니다.

문의 및 불만 사항

이 정책에 관한 질문, 의견 및 요청을 환영하며, 이를 당사의 Privacy Officer cloudlegalnotices@tencent.com에게 보내주십시오.

당사가 사용자의 개인 정보를 처리하는 방법에 대해 사용자가 민원을 제기하고자 하는 경우, 우선 cloudlegalnotices@tencent.com으로 당사의 Privacy Officer에게 연락하시면 당사는 가급적 조속히 사용자의 요청 사항을 처리하도록 노력할 것입니다. 이렇게 하더라도, 사용자가 생각하기에 당사가 데이터 보호법을 침해했다고 생각하는 경우, 사용자가 거주하거나 근무하는 EU 국가의 데이터 보호 감독 당국에 민원을 제기할 수 있는 사용자의 권리는 침해되지 않습니다.

업데이트 및 변경 사항

본 정책에 중대한 변경 사항이 있는 경우 업데이트된 정책을 여기에 게시하고 당사의 웹사이트에 공지할 것입니다. 이 정책에 대한 업데이트나 변경 사항을 보려면 이 페이지를 자주 확인하십시오.

관할권별 부록

대한민국

최종 업데이트: 2023년 10월 19일

본 Tencent Cloud 개인 정보 처리 방침에 대한 부록(이하 "부록"이라 한다)에서는 대한민국의 개인 정보 보호법(이하 "개인 정보 보호법"이라 한다)에 따라 사용자의 개인 정보를 처리하는 데 필요한 사안을 다룹니다. 서비스 사용 조건에 관한 자세한 내용은 Tencent Cloud 개인 정보 처리 방침을 참조하십시오.

귀하의 개인 정보를 공개하고 보관하는 방법

a. 당사는 아래에서 설명하는 바와 같이 사용자의 개인 정보 처리를 위임하고 있으며, 수임자는 위임의 목적에 따라 사용자의 개인 정보를 처리할 수 있습니다.

수탁자	위임된 작업
Adyen Singapore Pte Ltd.	결제 처리 및 위험 관리
Midaspay HK	결제 처리 및 위험 관리
Image Frame Investment (HK) Limited	SMS 전송
Tencent Cloud Computing (Beijing) Co., Ltd.	백엔드 지원 제공
제3자 리셀러	고객 관계 관리 및 마케팅 커뮤니케이션
AroundDeal Holdings Limited	텐센트 클라우드가 데이터 분석을 수행하고 서비스를 개선하며 직접 마케팅을 수행하기 위해 실시간 커뮤니케이션 기능 웹사이트의 기업 웹사이트 방문자 정보를 제공합니다.

개인 정보의 해외 전송

당사는 아래와 같이 해외에 있는 제3자에게 개인 정보를 전송합니다.

수령자(정보 관리자의 연락처 정보)	개인 정보 가 전송 되는 국가	전송 날짜 및 방법	전송되는 개인 정보의 유형	수령자의 사용 목적	수령자의 정보 처리 및 보유 기간
Adyen Singapore Pte Ltd. dpo@adyen.com	싱가포르	암호화된 전송	신용 카드 번호, 이름, 유효 기	결제 처리 및 위험 관리	7 년

			간, CVV, 주소		
Midaspay HK dpo@centauriglobal.com	싱가 포 르, 홍 콩, 미국	암호화 된 전 송	신용 카 드 번 호, 이 름, 유효 기간, CVV, 주소, 기기 및 네트워크 정보, 인 증 데이 터	결제 처리 및 위 험 관 리	7 년
Frensworkz Software Technology Co., Limited support@frensworkz.com	PRC	온라인 전송	이름과 성 직책 역할 직위 산업 고용주 연락처 정보(회 사, 부 서, 역 할, 이 메일, 전화, QQ 번 호, 물 리적 우 편 주 소, 웹 사이트) 계정, 계정 이 름, 계 정 표시 이름 ID 데이 터	집계 구현 서비 스	Frensworkz의 시스템 지원 서비스 료 시까지 또는 20개월(둘 중 더 기간)

			청구 주소, 청구 국가, 청구 거리, 청구 도시, 청구 주/지방, 청구 우편 번호		
Image Frame Investment (HK) Limited dataprotection@tencent.com	홍콩	온라인 전송	휴대폰 번호, SMS 내용	SMS 전송	계정 데이터는 계정이 존재하는 동안 보존됩니다. SMS 메시지는 메시지가 발송된 후 13개월 후에됩니다.
Salesforce.com Singapore Pte. Ltd https://www.salesforce.com/ap/company/privacy/	미국	온라인 전송	프로모션 연락처 데이터 마케팅 데이터 이름과 성 직책 역할 직위 산업 고용주 연락처 정보(회사, 부서, 역할, 이메일, 전화, QQ 번호, 물리적 우편 주소, 웹사이트) 계정, 계정 이	고객 관계 관리 및 마케팅 지원	당사와 Salesforce 간의 계약 관계 (이 경우 데이터는 계약 종료 30일(삭제됨)에 관해서는 " 데이터 보유 유 기간 참조하십시오.

			름, 계 정 표시 이름 ID 데이 터 청구 주 소, 청 구 국 가, 청 구 거 리, 청 구 도 시, 청 구 주/ 지방, 청구 우 편 번호		
Tencent Cloud Computing (Beijing) Co., Ltd. meeting_info@tencent.com	중국	계정 생성 및 결 제 시 점에 온라인 전송	필수사 항: 생 년월일 , 이름, 휴대폰 번호, 이메일 주소, 위치, 주소(도시 및 우편번 호 포 함), 비 즈니스 유형, 비밀번 호 선택사 항: 사 진이 있 는 신분 증(예, 운전면 허증, 여권, 노동 허	시스 템 운 영 및 유지 보수	계정 데이터는 계정이 존재하는 동안 보존됩니다. 정보는 계정이 된 날로부터 30일 이내에 삭제됨 (계정 확인 목적으로 사용되는 우 보 기반 IP 주소의 경우, 이전 세(의 로그인의 IP 주소 위치만 보존 다.)

			가 또는 사업자 등록증) 이름, 주소		
Google Inc. https://policies.google.com/privacy	미국	사용자 가 Google ID를 사용하 여 로 그인하 는 경 우 전 송됨	로그인 자격 증 명	로그 인	Google Identity Platform 약관 (https://developers.google.com/identity)에 따름
AroundDeal Holdings Limited tim.s@arounddeal.com	미국	암호화 된 전 송	기업 웹 사이트 방문자 정보(실 시간 커 뮤니케 이션 (TRTC) 의 개인 정보처 리방침 모듈에 정의된 대로)	TRTC 의 개 인정 보 보 호정 책 모 듈에 명시 된 목 적	어라운드딜에 의해 삭제됨 (i) 당 어라운드딜 간의 계약 관계가 종 후 3년 이내 또는 (ii) 당사의 데이 제 요청이 접수된 시점(둘 중 더 시점).

데이터 파기

수집 목적이나 사용 목적을 달성하고 개인 정보 처리 기간이 만료된 개인 정보는 불가역적인 방식으로 파기될 것입니다. 전자 파일에 보관된 개인 정보는 기술적 방법을 사용하여 복구할 수 없는 방식으로 안전하게 삭제될 것이며, 인쇄된 정보는 파쇄 또는 소각하는 방식으로 폐기될 것입니다.

법령에서 일정 기간 동안 개인 정보의 보관을 규정하는 경우는 다음과 같으며, 해당 개인 정보는 아래에 명시된 기간 동안 보관됩니다. 단, 법령에 따라 보관되는 개인 정보는 다른 사용 목적 달성을 위하여 아래에 명시된 기간 외에 데이터 보존 섹션에 설명된 바와 같이 보관될 수 있습니다.

전자상거래 등에서의 소비자보호에 관한 법 률	전자상거래 등에서의 소비 자보호에 관한 법률 6조 전자상거래 등에서의 소비 자보호에 관한 법률 시행령	전자상거래 혹은 통신판매와 관련하여: 표시·광고에 관한 기록: 6개월 계약 또는 청약철회 등에 관한 기록: 5년 대금결제 및 재화등의 공급에 관한 기록: 5년
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	6조	소비자의 불만 또는 분쟁처리에 관한 기록: 3년
통신비밀보호법	통신비밀보호법 15조의 2 통신비밀보호법 시행령 41조	로그기록자료 및 IP 주소: 3 개월 전기통신일시, 전시통신 개시 및 종료시간, 발.착신 통신번호 등 상대방의 가입자번호, 사용도수: 12 개월

데이터 주체의 권리 및 권리 행사 방법

귀하는 개인정보 보호와 관련하여 언제든지 다음과 같은 권리를 행사할 수 있습니다.

- (a) 개인정보 열람에 대한 허가를 요청할 권리
- (b) 개인정보에 오류 등이 있는 경우 정정을 요구할 권리
- (c) 개인정보 삭제를 요청할 권리
- (d) 개인정보 처리 정지를 요청할 권리,

개인정보보호법 시행규칙 별지 제8호 서식에 따른 양식을 작성하여 우편, 이메일, 팩스로 제출하시면 됩니다. 이러한 경우 당사는 즉시 필요한 조치를 취하겠습니다. 또한, 귀하께서는 법정대리인, 위임장 등 대리인을 통하여 위 권리를 행사하실 수 있습니다. 이 경우 정보주체는 개인정보 보호법 시행규칙 별지 제11호 서식에 따른 위임장을 제출하여야 합니다. 개인정보에 대한 접근권한은 개인정보 보호법 제5조의4, 제37조의2에 따라 제한될 수 있습니다. 개인정보의 정정 또는 삭제 요구와 관련하여, 정보주체는 해당 개인정보가 법령에 따라 수집정보로 규정되어 있는 경우에는 해당 주체의 개인정보의 삭제를 요구할 수 없습니다.

당사는 개인정보의 열람, 정정, 삭제의 요구, 개인정보의 처리정지의 요구가 있는 경우에는 그 요구를 한 자가 본인인거나 정당한 대리인인지를 확인합니다.

귀하의 개인 정보 보호

당사는 귀하의 개인정보를 보호하기 위해 다음과 같은 조치를 시행하고 있습니다.

관리조치: 당사는 개인정보 보호정책이 효과적으로 시행될 수 있도록 개인정보 보호 담당자 지정, 감사 절차 등을 포함한 내부 개인정보 관리 정책을 수립하고 시행하고 있습니다.

기술적 및 조직적 조치: 당사는 귀하의 개인정보를 무단 접근, 사용, 수정 또는 공개로부터 보호하기 위해 다양한 보안 기술과 절차를 채택했습니다. 예를 들어, 개인 정보에 대한 접근 권한을 부여, 변경 및 취소할 수 있는 접근 권한 부여 및 제어 시스템을 시행하여 개인 정보에 대한 접근을 통제 및 제한하고 개인정보에 대한 접속기록을 보관하고 있습니다. 또한, 정기적으로 갱신되는 보안프로그램 및 암호화 기술을 사용하여 개인정보 저장 및 전송 시 유출 위험을 줄이고 있습니다.

물리적 조치: 귀하의 개인정보는 엄격한 접근 통제 절차를 갖춘 통제 시설에 저장됩니다.

연락처

개인 정보 처리 방침에 대한 질문 또는 의견이 있거나 문제를 신고해야 하는 경우 또는 당사가 보유한 귀하의 정보에 대해 업데이트, 수정 또는 삭제를 요청하고자 하는 경우 다음 주소로 개인 정보 보호 최고 책임자(또는 개인 정보 보호를 담당하는 부서)에게 연락하십시오.

개인 정보 보호를 담당하는 부서

부서명: Privacy and Data Protection Department

이메일: cloudlegalnotices@tencent.com

국내 개인 정보 보호 담당자

개인정보보호법 제39조 제11항 및 정보통신망 이용촉진 및 정보보호 등에 관한 법률 제32조의5에 따른 국내 지정 대리인에 관한 정보는 다음과 같습니다.

명칭 및 대표자: 텐센트 코리아유한 회사(대표자: 리안)

주소: 대한민국 서울 강남구 테헤란로 152(역삼동 강남 파이낸스 센터)

전화번호: +82-2-2185-0926

이메일: cloudlegalnotices@tencent.com

개인 정보 침해 문제를 보고하거나 상담해야 하는 경우 아래 기관에 문의하십시오.

개인정보분쟁조정위원회 (kopico.go.kr/main/main.do 다이얼 1833-6972)

개인정보 침해 신고센터(privacy.kisa.or.kr/다이얼 118)

대검찰청 사이버범죄수사부(spo.go.kr/다이얼 1301)

한국정책국 사이버수사국 사이버범죄 신고시스템 (ecrm.cyber.go.kr/minwon/main다이얼 182)

미국

이 부칙 조항은 캘리포니아 개인정보보호법("CCPA")에 준거하여 개정된 캘리포니아 소비자 개인정보보호법, 콜로라도 개인정보보호법, 개인 데이터 보호 및 온라인 모니터링에 관한 코네티컷 법, 유타 소비자 개인정보보호법 및 버지니아 소비자 데이터 보호법("미국 개인정보보호법"이라 통칭)에 따라 미국 거주자들에게 적용됩니다. 미국 개인정보보호법은 특정 미국 거주자에게 액세스, 삭제 및 수정을 요청할 권리 등 개인 정보 관련 특정 법적 권리를 제공합니다. 이러한 권리는 절대적인 것이 아니며 특정 예외가 적용됩니다. 본 부칙의 목적상, "소비자", "귀하" 및 "귀하의"는 서비스 사용자, 구직자 및 당사가 서비스와 관련하여 고용 계약을 체결하는 법인 대표자를 의미합니다.

추적 금지(DNT)

브라우저 설정으로 "추적 금지" 신호, "수신 금지 기본 설정" 신호 또는 귀하가 다양한 웹사이트를 방문할 때 귀하의 개인 정보 수집에 관한 선택권을 행사하기 위한 그 밖의 메커니즘을 전송할 수 있습니다. 많은 웹사이트와 마찬가지로 당사 웹사이트도 그러한 신호에 응답하도록 설계되어 있지 않으며 법적으로 수신 거부 기본 설정 신호를 인식할 것을 요구하는 어떤 방식으로든 귀하의 개인 정보를 사용하거나 공개하지 않습니다.

개인 정보 수집, 사용 및 공개

CCPA 지난 12개월 동안 귀하의 서비스 사용을 통해 당사는 소비자들로부터 또는 소비자에 대해, 민감한 개인정보(* 표시)를 포함한 다음과 같은 범주의 개인정보를 수집하여 공개했을 수 있습니다:

이름, 이메일 주소, 휴대폰 번호, IP 주소, 장치 식별자, Tencent Cloud ID, 우편 주소, 정부에서 발급한 ID 및 장치에서 전송되는 확인 코드를 포함한 식별자. 이 정보는 소비자 또는 장치에서 직접 수집됩니다.

사용자 에이전트 또는 웹사이트 브라우저, Tencent Cloud와 소비자의 상호 작용과 관련된 로그 메타 데이터, Tencent Cloud 고객 지원 사건 세부 정보 (고객 서비스 티켓과 관련된 대응 단계) 를 포함한 인터넷 또는 기타 전자 네트워크 활동 정보. 이 정보는 소비자 또는 장치에서 직접 수집됩니다.

지리 위치 데이터(장치에서 직접 제공된 IP 주소에서 파생된 위치 데이터 포함). Wi-Fi 액세스 포인트 데이터는 우편 번호 수준에서 위치 데이터를 이해하는 데 사용될 수 있습니다. 이 정보는 장치에서 직접 수집됩니다.

결제 카드 정보 및 거래 기록(예: 인증 코드, 구매 날짜 등 구매 서비스에 대한 정보)을 포함한 상업 정보. 이 정보는 소비자 또는 장치에서 직접 수집됩니다.

당사는 다음과 같은 목적으로 해당 모듈에 설명된 대로 개인 정보를 수집합니다.

서비스 운영 및 관리;

소비자와 의사소통,

서비스 개선.

사기 행위 방지 및 포착을 포함한 보안 및 조회

기술적 문제와 버그 해결 및 시정

각 유형의 개인 정보가 어떠한 목적을 위하여 사용되는지에 대한 자세한 내용은 개인 정보 처리 방침 주 부분에 있는 [이 차트](#)를 참조하십시오. 당사는 본 개인정보 처리방침에 명시된 목적 외에는 민감한 개인 정보를 포함한 귀하의 개인 정보를 수집, 사용 또는 공개하지 않습니다. 또한 당사는 미국 개인정보보호법에서 허용하는 목적으로만 또는 달리 귀하의 동의가 있는 경우에만 민감한 개인 정보를 사용 및 공개합니다.

당사는 개인 정보를 다음과 같은 유형의 단체에 공개합니다.

서비스를 운영하기 위해 개인 정보를 처리하는 회사 그룹 내의 계열사

당사를 대신하여 서비스를 제공하는 기타 회사로서, 당사에 서비스를 제공하는 목적 이외의 다른 목적으로 개인 정보를 보유, 사용 또는 공개하는 것은 계약 상 금지되어 있습니다.

규제 당국, 사법 당국 및 법 집행 기관

당사 사업의 전부 또는 실질적으로 전부를 인수하는 법인

지난 12개월 동안 당사는 미국 개인정보보호법에서 ‘판매’가 의미하는 범위 내에서, 미국 거주자의 개인 정보를 판매하지 않았으며 CCPA에서 “공유”가 의미하는 범위 내에서 캘리포니아 거주자의 개인 정보를 공유하지 않았습니다. 또한 당사가 아는 한 당사는 16세 미만 거주자의 개인 정보를 판매하거나 “공유”한 바 없습니다.

미국 개인정보보호법에 따른 권리

사용자가 미국 거주자이고, 미국 개인정보보호법이 사용자 또는 사용자의 개인 정보에 적용되는 면제 사유를 인정하지 않는다면, 사용자에게 다음과 같은 권리가 있습니다.

귀하에 관한 특정 정보를 무료로 공개할 것을 요청할 수 있습니다. 캘리포니아 거주자에게는 공개할 것을 요청할 수 있습니다.

당사가 수집한 귀하의 개인 정보의 범주

개인 정보가 수집된 출처의 범주

귀하에 대한 개인 정보 수집 목적

당사가 귀하에 대한 개인 정보를 공개한 제3자의 범주 및 공개된 개인 정보의 범주(해당되는 경우) 및 귀하에 대한 개인 정보의 공개 목적

귀하에 대해 수집한 특정 개인 정보

당사가 귀하에 관하여 수집한 개인 정보를 삭제할 것을 요청할 수 있습니다.

당사가 귀하에 대해 유지하고 있는 부정확한 개인 정보를 수정할 것을 요청할 수 있습니다. 그리고

귀하의 권리를 행사할 때 다른 수준 또는 품질의 서비스를 제공하거나 귀하에게 상품 또는 서비스를 거부하는 등 귀하의 권리를 행사하는 데 있어 불법적인 차별로부터 자유로울 권리를 보유합니다.

확인된 모든 요청 사항을 45일 이내에 이행하는 것을 목표로 합니다. 필요에 따라 추가적으로 45일을 연장할 때 지연에 대한 설명을 제공합니다.

권리 행사 방법

먼저, 귀하의 계정에 로그인하여 데이터를 관리할 수 있습니다. 미국 개인정보보호법이 적용되는 미국 거주자인 경우, cloudlegalnotices@tencent.com으로 연락하여 다른 개인 정보에 대한 권리를 행사할 수 있습니다.

귀하 또는 귀하가 귀하를 대신하여 활동하도록 승인한 사람만 귀하의 개인 정보에 관한 요청을 할 수 있습니다. 허가된 대리인이 귀하가 지정한 서면 허가를 제출하여 요청할 수 있습니다. 귀하의 데이터 주체 요청을 처리할 목적의 신원 확인 프로세스의 일환으로 귀하는 기존 계정에 로그인해야 하며 당사는 귀하의 계정을 확인할 수 있게 귀하에게 추가 정보(등록 국가, 구매한 클라우드 리소스 및 등록된 모바일 전화번호를 포함하되 이에 국한되지 않음)를 요청할 수 있습니다.

또한, 해당하는 경우, 당사는 귀하에게 이의 제기 절차에 대한 자세한 정보를 제공할 것입니다. 귀하가 요청을 제출하거나 이의 제기를 개시하면 당사는 귀하의 요청을 안전하게 이행하거나 귀하의 이의 제기를 처리하는 데 필요한 정보만으로 당사의 귀하의 정보 수집을 제한합니다.

브라질

이 섹션은 브라질의 사용자에게 적용됩니다.

동의 철회

사용자의 동의에 기반하여 당사가 사용자의 개인 정보를 사용할 때 사용자는 사용자의 개인 정보의 수집, 사용 및 공개에 대해 사용자가 이전에 제공한 동의를 철회할 수 있으며, 계약상 또는 법적 제한이 적용됩니다. 이러한 동의를 철회하려면 계정을 해지하거나 cloudlegalnotices@tencent.com에 문의하십시오. 이는 귀하에 대한 당사의 서비스 제공에 영향을 미칠 수 있습니다.

부모 및 보호자의 동의

귀하가 만 18세 미만인 경우, 귀하는 이 개인정보처리방침에 귀하의 부모/보호자가 먼저 동의(부모/보호자의 동의 및 귀하를 대신한 동의)하기 전에는 그 어떤 목적으로도 이 서비스를 이용해서는 안 됩니다. 당사는 그러한 동의 없이 만 18세 미만의 아동으로부터 개인 정보를 고의로 수집하지 않습니다. 당사가 그러한 부모/보호자 동의 없이 만 18세 미만의 아동으로부터 개인정보를 획득했다고 생각하시는 경우, 당사의 데이터 보호 담당자에게 연락해 주십시오. 즉시 그러한 정보를 조사(및 삭제)하겠습니다.

캐나다

개인 정보 처리 방침의 이 섹션에서 제공하는 정보 외에도, 당사는 싱가포르와 홍콩을 포함한 캐나다 내외부에서 개인 정보를 보관할 수 있습니다. 귀하가 (i) 개인 정보 처리 방침에 대한 질문이나 의견이 있는 경우, (ii) 개인 정보 처리 방침에 대한 서면 정보를 얻고자 하는 경우, (iii) 문제를 보고해야 하는 경우, 또는 (iv) 당사가 귀하에 대해 보유하고 있는 정보의 업데이트, 수정 또는 삭제를 요청하려면 cloudlegalnotices@tencent.com으로 개인 정보 보호 최고 책임자(또는 개인 데이터 보호 담당 부서)에게 문의하십시오.

이집트

이 서비스는 18세 이상의 사용자만 사용할 수 있다는 점에 유의하십시오. 이 연령 미만인 경우에는 부모 또는 보호자의 동의를 얻은 경우에만 이 서비스를 이용할 수 있습니다.

사용자가 본 개인 정보 처리 방침이 설명하는 방식으로 개인 정보 처리에 동의하지 않는 경우, 요청을 받을 경우, 정보를 제공하지 말고 서비스 사용을 중지하십시오. 사용자의 서비스 사용은 본 개인 정보 처리 방침에 설명된 대로 개인

정보를 관리하는 규칙에 대한 명시적 동의로 간주됩니다.

가입 절차를 계속 진행하면, 사용자는 이 개인 정보 처리 방침을 읽고, 이해하고, 동의했다는 것을 인정하게 됩니다. 이 개인 정보 처리 방침에 동의하지 않으면 서비스를 사용하지 마십시오.

사용자는 개인 데이터의 처리, 보관 및 국가 간 전송에 대한 동의를 인정합니다. 국가 간 이전은 이집트 이외의 국가를 포함하여 데이터베이스나 제휴 회사가 있는 모든 국가에서 발생할 수 있습니다 (자세한 내용은 당사자 수집 및 처리하는 개인 정보의 유형을 참조하십시오).

사용자가 새로운 사용자인 경우, 본 개인 정보 처리 방침에 대해 이의가 있는 경우 당사에 7일 이내에 통지하십시오. 사용자는 이집트 데이터에 대한 대상자로서 이집트 개인 데이터 보호법에 따라 일정한 권리를 가집니다.

프랑스

귀하의 권리

사망 후 개인 데이터 처리에 대한 지침

귀하는 사망 후 개인 데이터의 보존, 삭제 및 전달에 대한 일반적 또는 구체적인 지침을 당사에 제공할 권리가 있습니다.

구체적인 지시사항은 그 안에서 언급된 처리 활동에 대해서만 유효하며, 이러한 지시사항의 처리에는 귀하의 구체적인 동의가 있어야 합니다.

사용자는 언제든지 지침을 수정하거나 취소할 수 있습니다.

사용자는 사용자의 지시 사항을 이행할 책임이 있는 사람을 지정할 수 있습니다. 사용자가 사망할 경우에는 이 담당자는 사용자의 지시를 통보를 받고, 당사에 이행을 요청할 권리가 있습니다. 담당자를 지정하지 않는 경우 또는 달리 명시되지 않는 경우, 지정된 사람이 사망하는 경우, 그 지정된 사람의 상속인은 사용자에게 지시 사항을 통보를 받고, 당사에 이행을 요청할 권리가 있습니다.

이러한 지침을 작성하려면 cloudlegalnotices@tencent.com으로 문의하십시오.

인도

민감한 개인 정보

귀하의 민감한 개인 정보는 암호, 은행 계좌 또는 신용카드나 직불카드 또는 기타 지불 수단의 세부사항과 같은 금융 정보, 생체측정 데이터, 신체 또는 정신 건강, 성생활 또는 성적 취향 및/또는 의무 기록 또는 병력 및 유사한 정보를 의미하나 공공 도메인에서 이용할 수 있는 정보, 또는 2005년 정보에 대한 권리 법(Right to Information Act, 2005)을 비롯한 인도 법률에 의거하여 제공된 정보는 포함되지 않습니다.

민감한 개인 정보의 공유

당사가 사용자의 민감한 개인 정보를 수집하고 사용하도록 제3자에게 허용할 경우, 당사는 제3자가 민감한 개인 정보를 더 이상 공개하지 않도록 합리적인 조치를 취해야 합니다.

연령 제한

만 18세 미만의 어린이는 당사와 온라인 계약을 체결하거나 당사의 서비스에 가입할 수 없습니다. 만 18세 미만의 어린이가 서비스를 사용하려면 부모의 동의가 필요합니다.

동의 철회

해당 법률 및 규정에서 제공하는 범위 내에서 사용자는 cloudlegalnotices@tencent.com으로 연락하여 이전에 당사에 제공한 특정 처리 활동에 대한 동의를 철회할 수 있습니다. 귀하의 개인 정보 처리를 위해 동의가 필요한 경우 귀하가

처리에 동의하지 않거나 동의를 철회하면 당사는 예상한 서비스를 제공하지 못할 수 있습니다.

인도네시아

당사의 서비스는 아동을 위한 것이 아닙니다. 아동은 어떤 목적으로도 서비스를 이용해서는 안 됩니다. 당사는 만 21세 미만의 미성년자가 당사의 서비스에 등록하거나 개인 식별 정보를 제공하는 것을 절대로 허용하지 않습니다. 사용자가 만 21세 미만이라면, 당사의 서비스를 이용하기 위해 가입하거나 또는 본 서비스를 통해 사용자 자신에 대한 정보를 제공하지 마십시오.

당사는 Tencent Cloud 개인 정보 처리 방침에 설명된 대로 최소 5년 동안 (해당 법률에서 별도로 보유해야 하는 경우는 제외) 귀하의 개인 정보를 보관할 것입니다.

일본

동의

“수락”을 클릭하면 일본 이외의 지역을 포함하여 데이터베이스 또는 제휴 회사가 있는 모든 국가로 사용자의 정보를 전송하는 데 동의하는 것입니다. 여기에는 싱가포르, 홍콩, 중국 및 미국으로의 전송이 포함됩니다.

해당 국가의 개인정보 보호를 위한 법적 제도에 대한 정보는 개인정보 보호위원회

(<https://www.ppc.go.jp/enforcement/infoprovision/laws/>)에서 제공하는 웹사이트에서 확인할 수 있습니다.

당사는 회원님의 개인정보에 접근할 수 있는 계열사 또는 서비스 제공업체를 이용하는 경우 당사와 유사한 수준의 개인정보 보호 및 보안 기준을 요구하며, 계열사 및 서비스 제공업체와의 계약 및 기타 조치를 통해 회원님의 개인정보 기밀성 및 보안을 유지합니다.

말레이시아

사용자가 서비스를 사용하려면 개인 데이터를 제공해야 합니다. 개인 데이터를 제공하지 않으려면 서비스 사용을 중지해야 합니다.

본 개인 정보 처리 방침의 언어

본 개인 정보 처리 방침의 영어 버전과 말레이어 버전 사이에 일치하지 않거나 차이가 있는 경우, 영어 버전이 우선합니다.

부모 및 보호자의 동의

만 18세 미만인 경우에는 서비스를 사용하지 마십시오.

미성년자가 서비스에 접속하여 사용하기 위해 사용자가 본 개인 정보 처리 방침에 동의하는 경우, 사용자는 본 개인 정보 처리 방침에 따라 처리되는 미성년자의 개인 정보 제공에 동의하고, 사용자는 개인적으로 본 개인 정보 처리 방침의 조항을 수락하고 동의하는 것입니다. 또한, 사용자는 해당 미성년자의 행동 및 본 개인 정보 처리 방침 준수를 책임지는 것에 동의하는 것으로 간주됩니다.

데이터 주체의 권리

액세스 권한: 사용자는 당사가 수집하고 당사 또는 당사를 대리하는 업체가 처리하는 사용자의 개인 정보에 대해 액세스를 요청할 수 있으며 정보의 사본을 받을 권리가 있습니다. 당사는 법률에서 허용되는 금액으로 사용자의 개인 정보에 대한 액세스를 제공하기 위해 수수료를 부과할 권리가 있습니다.

당사는 데이터 액세스 요청을 처리할 경우, 요청자의 신원을 확인하기 위해 특정 정보를 요청할 수 있으며, 해당 요청자가 데이터에 액세스할 수 있는 법률적 권한이 있는지 확인할 수 있습니다.

수정권: 귀하는 귀하의 개인 정보 수정을 요청할 수 있습니다. 데이터 수정 요청을 처리할 경우, 요청자의 신원을 확인하기 위해 특정 정보를 요청할 수 있으며, 데이터 수정 요청을 할 수 있는 법률적 권한이 있는지 확인할 수 있습니다.

귀하의 개인 정보 처리를 제한할 수 있는 권리: 귀하는 위에 제공된 연락처를 이용하여 귀하의 개인 정보 처리를 제한할 것을 요청할 수 있습니다. 그러나 이는 귀하에 대한 당사의 서비스 제공에 영향을 미칠 수 있습니다.

연락처

사용자의 개인 정보를 보호하고 사용자의 개인 정보와 관련된 이의 제기를 처리하기 위해 당사는 다음 부서를 사용자의 개인 정보 관리 및 보호 책임 부서로 지정하였습니다.

개인정보 관리 및 안전을 책임지는 당사의 데이터 보호 책임자

전화: +603-22872388

이메일: cloudlegalnotices@tencent.com

필리핀

서비스를 이용할 수 있으려면 적어도 만 18세 이상이어야 합니다.

변경

당사는 개인 정보 처리 방침에 설명된 대로, 귀하에게 통지하고 이러한 중요한 변경에 대한 귀하의 동의를 얻지 않은 한 귀하의 개인 정보 처리 방식에 어떠한 중요한 변경 사항도 이행하지 않을 것입니다.

귀하의 권리

사용자는 해당 법률이 제공하는 범위 내에서 다음과 같은 권리를 가질 수 있습니다.

정보를 받을 권리. 사용자는 자동화된 의사 결정 및 프로파일링의 존재를 포함하여 사용자와 관련된 개인 데이터가 존재해야 하는지, 진행 중인지 또는 처리되었는지 여부를 통지를 받을 권리가 있습니다.

이의 제기권. 사용자는 직접적인 마케팅, 자동화된 처리 또는 프로파일링을 포함한 개인 정보의 처리에 이의를 제기할 권리가 있습니다. 사용자가 동의를 거부하거나 보류하는 경우, 당사는 소환장에 따라 개인 데이터가 필요하지 않는 한 더 이상 사용자의 개인 데이터를 처리할 수 없습니다. 개인 데이터의 수집과 처리는 사용자가 스스로 구속한 계약이나 서비스의 수행에 필요한 경우를 포함한 명백한 목적을 위한 것입니다. 또는 사용자의 법률적 의무의 결과로 사용자의 개인 정보가 수집 및 처리되고 있습니다.

액세스할 권리. 사용자는 요청 시 합리적인 범위 내에서 다음에 액세스할 권리가 있습니다.

처리된 귀하의 개인 정보의 내용;

귀하의 개인 정보를 입수한 출처;

귀하의 개인 정보의 수령인의 이름 및 주소;

해당 데이터의 처리 방식

공개 대상자에게 개인 데이터를 공개하는 이유(있는 경우)

데이터 주체에게 중대한 영향을 미칠 결정의 근거로서, 데이터가 생성되거나 생성될 가능성이 있는 자동화 프로세스에 관한 정보

귀하와 관련된 개인 정보가 마지막으로 액세스 및 수정된 날짜;

지정 개인정보 관리자의 이름 또는 신원 및 주소

수정권. 사용자는 개인 정보의 부정확성 또는 오류에 대해 이의를 제기할 권리가 있으며, 요청이 번거롭거나 다른 방법으로 불합리한 경우가 아니라면 즉시 그에 따라 수정하도록 당사에 요청할 권리가 있습니다. 개인정보가 수정된 경우, 당사는 사전에 처리된 개인 정보를 받은 수신자 또는 제3자에게 이 정보에 대한 부정확함을 알려야 하며, 당사는 귀하의 합리적인 요청에 따라 이들에게 새로운 정보와 철회된 정보를 동시에 받을 수 있도록 보장해야 합니다.

삭제 또는 차단권. 사용자는 당사의 파일 시스템에서 사용자의 개인 정보를 차단, 제거 또는 파기하는 것을 중지, 철회 또는 명령할 권리가 있습니다.

해당 권리는 사용자가 다음 중 하나를 발견하고 그에 대한 실질적인 증거를 제시한 경우 행사할 수 있습니다.

귀하의 개인 데이터가 불완전하거나, 오래 되었거나, 허위이거나, 불법적으로 수집되었을 때

귀하의 개인 데이터를 귀하가 승인하지 않은 목적으로 사용할 때

사용자의 개인 데이터가 수집 목적에 더 이상 필요하지 않을 때.

사용자가 처리에 대한 동의를 철회하거나 이의를 제기했으며, 처리에 대한 그 외의 법적 근거가 없고 적법한 이익 추구를 우선시하지 않을 때.

귀하의 개인 데이터가 귀하에게 해로운 개인 정보와 관련이 있을 때(단 언론 및 표현의 자유 또는 기타 정당한 이유가 있는 경우에는 예외로 합니다)

불법적으로 처리된 경우;

당사가 귀하의 권리를 침해했을 때

동의

본 개인 정보 처리 방침에 동의하는 경우 다음 사항에 대해 당사에 동의하는 것으로 간주합니다.

“**사용자의 개인 정보 사용 방법**” 섹션에 설명된 대로 사용자의 개인 정보를 수집 및 처리합니다.

본 개인 정보 처리 방침에 설명된 대로 본 문서에 명시된 목적을 위해 사용자의 개인 정보를 제3자, 당사 기업 그룹 내의 회사, 당사 또는 당사의 사업의 전부 또는 실질적으로 대부분을 인수하는 제3자와 개인 정보를 공유합니다.

“**귀하의 개인 정보를 공개하고 보관하는 방법**” 섹션에 설명된 대로, 처리 과정이 필리핀 외부에서 처리되어야 하는 경우, 개인 정보를 필리핀 이외의 목적지로 전송하거나 보관합니다.

사우디아라비아

사용자는 사용자의 개인 정보를 사우디아라비아 또는 사용자가 제공한 다른 관할권 밖으로 공개, 전송 및 내보내는 데 동의합니다.

싱가포르

당사는 싱가포르를 포함한 사용자의 나라 내부/외부에서 사용자의 개인 정보를 보관할 수 있습니다. 데이터가 처리를 위해 EEA 외부로 전송되는 경우(예: 중국 본토 및 싱가포르), 당사는 결정 2001/497/EC(컨트롤러로 전송하는 경우) 및 결정 2004/915/EC(프로세서로 전송하는 경우)에 따라 제3국으로의 개인 데이터를 전송하는 경우 유럽 위원회의 모델 계약(즉, 표준 계약 조항)을 준수합니다.

개인 정보 처리 방침에서 ‘접근, 수정 및 삭제’라는 제목의 문단을 삭제하고 다음 문단으로 대체합니다.

언제든지 계정 포털에서 일부 데이터에 액세스하고 수정할 수 있습니다. 사용자는 당사가 처리하는 정보 중에서 사용자와 관련된 다른 개인 정보가 있다고 생각하거나 부정확한 정보를 수정할 수 없는 경우에는

cloudlegalnotices@tencent.com으로 연락하여 이를 요청할 수 있습니다. 사용자에게는 특정한 개인 정보의 사본을 받

을 권리도 있습니다(아래 이동성 참조). 싱가포르 법률에 따라 사용자는 사용자의 데이터를 삭제할 법률적 권리가 없지만, 당사는 사용자가 요청할 경우 사용자의 데이터를 삭제할 수 있습니다.

데이터 보호 법률에 따라 개인 정보를 보유할 수 있는 유효한 근거가 있는 경우(예: 법률적 청구권 또는 표현의 자유를 보호하는 경우) 개인 정보를 보유할 수 있지만, 그러한 경우 당사는 귀하에게 통지해 드립니다.

태국

사용자는 본 개인 정보 처리 방침을 읽고, 이해하고, 동의한다는 것을 인정합니다. 이 개인 정보 처리 방침에 동의하지 않으면 서비스를 사용하지 마십시오.

사용자는 태국 개인 정보 보호법 등 해당 데이터 개인 정보 보호법 및 규정에서 규정한 범위 내에서 당사가 보관한 사용자의 모든 개인 정보의 사용 또는 제공을 중단, 제한 및/또는 데이터 이동을 요청할 수 있습니다. 이러한 요청을 하려면 cloudlegalnotices@tencent.com으로 문의하십시오.

당사는 본 개인정보 보호정책에 대한 변경사항을 이메일로 통지하고, 통지서에 명시된 변경사항이 효력을 발휘하지 못하도록 그러한 변경사항을 거부할 수 있는 기회를 제공하고 있습니다.

터키

개인 정보보호법("DPL") 및 그 하위 규정에 관한 터키의 법률 준수를 목적으로 터키에 있는 당사의 데이터 관리자 대표인 Özdağıstanlı Ekici Avukatlık Ortaklığı이며, tencent@iptech-legal.com으로 연락할 수 있습니다. 이메일의 제목줄에 "터키"라는 단어를 포함시키십시오.

당사의 서비스는 아동을 위한 것이 아닙니다. 아동은 어떤 목적으로도 서비스를 이용해서는 안 됩니다. 당사는 만 18세 미만의 미성년자가 당사의 서비스에 등록하고/하거나 어떤 개인 식별정보도 제공하는 것을 절대 허용하지 않습니다. 당사는 18세 미만 어린이의 경우, 개인 데이터 처리를 위해 부모의 동의를 구할 것입니다.

"사용자의 개인 정보를 사용하는 방법" 섹션과 관련하여 터키의 법률상 목적, "법률적인 처리근거" 열은 "개인 정보 보호법 제6698호"에서 Art. 5/2 c and Art 5/2 f가 개정된 것으로 간주합니다.

사용자의 개인 데이터는 사용자의 동의 하에 터키나 해외에 위치한 서버에 전송되어 보관될 수 있습니다.

Tencent Cloud 개인 정보 처리 방침에서 "개인 정보 보안"으로 표기한 문단은 터키에서 수집된 개인 데이터에 대해서는 적용되지 않습니다.

사용자는 당사가 보유한 사용자의 개인 정보와 관련하여 DPL의 제11조에 명시된 법적 권리를 보유합니다. 터키 데이터 주체로서 사용자는 데이터 관리 회사를 대상으로 하는 다음의 권리가(관련 법규에 따라 허용되는 범위 내에서) 있습니다.

사용자의 개인 데이터가 처리되었는지 여부 확인.

사용자의 개인 데이터가 처리된 경우 처리에 대한 정보 요청.

사용자의 개인 데이터의 처리 목적과 해당 목적에 맞게 데이터가 처리되는지 여부 확인.

귀하의 개인 데이터가 국내 또는 해외에서 전송된 경우, 제3자를 확인.

귀하의 개인 데이터가 불완전하거나 부정확한 경우 수정을 요청

개인 정보 보호법(터키) 제7조에 명시된 조건 내에서 개인 정보의 삭제 또는 파기 요청.

특정 데이터 처리에 대한 이의 제기 및 개인 데이터 보호법(터키)에 따른 특정 구제조치의 모색.

이러한 권리는 절대적인 것이 아닙니다.

UAE

당사의 서비스는 아동을 위한 것이 아닙니다. 아동은 어떤 목적으로도 서비스를 이용해서는 안 됩니다. 당사는 만 21세 미만의 미성년자가 당사의 서비스에 등록하거나 개인 식별 정보를 제공하는 것을 절대로 허용하지 않습니다. 21세 미만의 사용자는 서비스를 이용하기 위해 관련 법원의 명령을 받아야 합니다.

UAE 법률(예: UAE Cybercrime Law)에 따라 범죄가 성립될 경우 당사는 사이버 보안 사건을 자발적으로 보고할 수 있습니다. 그러한 사건은 조사 목적으로 관련 당국에 보고될 수 있습니다. UAE Computer Emergency Response Team("CERT")으로 사이버 보안사건의 자발적 보고를 할 수도 있습니다. CERT는 사건을 기록하고 UAE 내에서 알려진 사이버 보안 위협을 조언하는 프로세스를 제공하는 보안 탐지 기관입니다.

베트남

본 개인 정보 처리방침에 동의함으로써, 사용자는 본 정책에 명시된 대로 제3자에게 합법적으로 정보를 전송하고 공개하는 것을 포함하여 당사가 사용자의 개인 정보를 수집, 사용, 저장 및 처리하는 것에 명시적으로 동의합니다. 당사는 데이터 보호를 위한 국제 표준과 보안 관행을 준수합니다. 사용자의 개인 정보가 사용자의 관할 구역 내외로 이전될 경우, 당사가 준수하는 바와 같이 해당 구역의 보안 관행 및 데이터 보호 수준과 동일하거나 더 높은 수준으로 적용됩니다.

제3자가 사용자의 개인 정보를 수집하고 사용하는 것을 허용하는 경우, 당사는 제3자가 개인 정보를 더 이상 공개하지 않도록 하기 위해 합당한 조치를 취합니다.

사용자의 개인 정보는 사법기관, 공공기관 또는 기타 사법기관 및 단체에 공개되어야 하는 경우 해당 기관으로부터 서면 요청을 받아 공개됩니다.

귀하의 권리

사용자는 당사가 보유하고 있는 사용자의 정보에 액세스, 수정 및 삭제할 수 있습니다. 또한 사용자의 개인 정보를 제3자에게 제공하는 것을 중단하도록 요청할 수 있으며, 사용자의 정보를 수집, 저장, 처리, 사용 및 공개하는 데 있어 사전 동의를 철회할 수 있습니다.

중국 관련 부록

본 부록의 조항은 본 서비스를 이용할 때 중국 본토(홍콩, 마카오, 대만 제외, 이하 동일)를 서비스 지역으로 선택하는 경우의 개인 정보 처리에 적용됩니다. 중국 본토 외의 지역에서 본 서비스를 이용하는 일반적인 조건에 대한 더 상세한 내용은 Tencent Cloud International의 개인 정보 처리 방침을 참고하십시오. Tencent Cloud Computing (Beijing) Co., Ltd. (본 부록의 목적상 "**Tencent Cloud (PRC)**", "**당사**")는 중국 본토 지역에서 서비스를 제공합니다. 당사는 중국 본토의 법률, 규정 및 정부 당국의 관련 요구 사항에 따라 귀하의 개인 정보를 처리합니다.

본 부록에서 "**서비스**"라 함은, 중국 본토가 서비스 지역으로 선정된 경우 Tencent Cloud (PRC)으로부터 제공되는 Tencent Cloud 서비스를 의미합니다.

본 서비스를 이용함으로써 귀하는 (a) 귀하가 수집하고 이용한 모든 개인 정보가 법률에 따라 수행되고 어떤 방식으로든 어떤 개인이나 단체의 법적 권리도 침해하지 않으며 침해하지 않았음을 보장합니다. (b) 개인 정보를 저장, 전송, 분석, 배포 또는 처리하기 위해 본 서비스를 사용할 권리가 있음을 보장합니다. (c) 중국 본토에서는 데이터 저장 및 수출에 대한 관련 규정이 있을 수 있다는 것과 본 서비스를 이용하여 개인 정보를 저장 또는 전송하기 전에 관련 규정 준수를 위한 완전하고 필요한 평가 및 승인 수행을 위해 중국의 해당 법률과 규정을 준수해야 함을 이해하고 동의합니다. (d) 본 부록의 조항에 따라 Tencent Cloud (PRC)이 귀하의 개인 정보를 처리하는 데 동의합니다.

귀하의개인정보

당사는다음과같은방법으로귀하의개인정보를수집할수있습니다.

- (1) 귀하가 본 서비스를 사용할 때 당사에 자발적으로 정보를 제공하거나 권한을 부여받은 사람을 대신해서 정보를 제공하는 경우. 예를 들어, 양식을 작성하거나 본 서비스에 정보를 업로드하는 경우.
- (2) 당사의 직원 또는 파트너(예: 귀하의 서비스 공급자)가 귀하가 제공한 개인 정보를 귀하를 대신해서 당사에 제공하는 경우. 예를 들어, 특정 서비스 공급자를 고용하여 Tencent Cloud (PRC)의 시스템에 정보를 입력하고 업로드하는 경우.
- (3) 귀하가 당사와 상호작용하고 당사의 본 서비스를 이용함으로써 자동으로 개인 정보가 제공되는 경우. 예를 들어, 귀하가 Tencent Cloud 계정에 로그인할 때의 로그인 시간과 특정 서비스를 사용할 때의 작업 및 사용 기록을 당사가 기록하는 경우.

당사가수집하는개인정보의유형

- (1) 실명 인증을 목적으로 제공하는 개인 정보. 귀하가 선택한 실명 인증 유형에 따라, 수집된 개인 정보에는 귀하의 이름, ID 카드, 사업자 등록증, 법인의 은행 계좌 번호, 우편 주소, 업계 정보, 휴대 전화 번호, 얼굴 인식 정보 및 연락처 정보가 포함될 수 있습니다. 실명 인증은 당사가 귀하 계정의 소유권을 확인하기 위해 필요합니다. 귀하 계정의 안전을 위해 인증 방법을 신중하게 선택하고 합법적이고 실제적이며 유효한 정보를 제출하십시오. 중국 본토에서의 서비스는 실명 인증된 사용자에게만 제공됩니다. 인증되지 않은 경우 서비스 지역으로 선택된 중국 본토에서는 본 서비스를 이용할 수 없습니다.
- (2) 귀하의 로그인, 본 서비스의 사용 및 상호작용과 관련된 정보는 다음을 포함합니다.
작업 기록. 귀하의 서비스 이용 기록 및 관련 정보를 수집합니다. 해당 정보에는 사용자 ID, 이용 시간, 객체 정보(귀하가 사용하는 제품에서 생성된 리소스 ID, 지역, 관련 Tencent Cloud (PRC)의 제품/서비스), IP 주소, 브라우저 유형, 사용 언어, 장치 모델, 운영 체제 버전 및 귀하의 본 서비스 이용에 관련된 웹 브라우징 및 검색 기록 등이 포함됩니다.
계약 정보. 귀하가 상품의 오프라인 배송을 신청하거나 제품 테스트를 진행해야 할 경우, 당사는 계약 이행을 위해 담당자, 연락처 정보, 주소, 송장 정보, 주문 정보 등의 정보를 수집합니다.
본 서비스와 관련된 작업 주문 기록, 고객 지원팀과의 상담 및 커뮤니케이션 기록과 같은 기타 정보를 수집합니다.
상기 정보는 당사가 본 서비스를 제공하고 품질을 보장하기 위해 수집됩니다.

당사는다음과같은목적으로관련법률및규정에따라개인정보를처리합니다.

당사는 귀하에게 본 서비스를 제공하기 위해 관련 법률 및 규정에 따라 수집된 정보를 다음과 같은 목적으로 사용합니다.

- (1) 귀하에게 본 서비스를 제공.
- (2) 귀하가 본 서비스를 사용할 때 귀하의 지시에 따른 개인화된 요구 사항 충족. 예를 들어, 언어 설정, 위치 설정, 개인화된 도움말 서비스 및 지침, 또는 귀하 및 다른 사용자에게 대한 응답 등.
- (3) 서비스 최적화 및 개발. 예를 들어, 당사는 귀하에게 제공되는 서비스의 품질을 개선하기 위해 서비스를 최적화할 수 있습니다.
- (4) 서비스의 보안, 무결성 및 Tencent Cloud (PRC), 다른 Tencent Cloud (PRC)의 사용자 및 Tencent Cloud (PRC)의 파트너사들의 이익 보호. 예를 들어, 당사는 귀하의 정보를 신원 확인, 보안 사고 방지, 사기 모니터링 및 탐지, 귀하 계정의 보안 상태 평가에 사용합니다. 예를 들어, 귀하가 보안 기능 또는 기타 유사한 서비스를 사용하는 경우, 당사는 악성 프로그램이나 바이러스를 탐지하거나 사기성 정보를 식별합니다. 예를 들어, 관련 분쟁 및 불만 사항을 처리할 때, 당사는 분쟁 및 불만 사항 등의 원활한 처리 및 해결을 위해 관련 당사자에게 관련 정보를 제공합니다.

(5) 관련 비즈니스 뉴스 (예: 금융 뉴스, 제품 뉴스, Tencent Cloud (PRC) 뉴스 등) 및 상업 광고를 귀하에게 전송. 예를 들어, Tencent Cloud International은 귀하의 동의가 있는 경우에만 Tencent Cloud (PRC)의 플랫폼에서 Tencent Cloud (PRC)의 서비스 또는 기타 서비스를 홍보하기 위해 SMS, 전화, 이메일 및 기타 수단으로 귀하의 휴대폰 번호, 이메일 주소 및 기타 연락처 정보를 통해 상업 광고를 전송할 수 있습니다.

(6) 귀하에게 보다 적합한 서비스 제공. 예를 들어, 당사가 수행하는 귀하의 정보에 대한 통계 및 분석 또는 다른 Tencent Cloud 사용자 데이터에 대한 통계 및 분석을 바탕으로 귀하가 관심을 가질 만한 유사 기능 또는 서비스 등을 제공합니다.

(7) 귀하의 동의가 있는 경우, 당사의 제품 및 서비스에 대한 설문 조사에 참여하도록 초대.

(8) Tencent Cloud (PRC)의 사용자 서비스 이용 데이터를 분석하여 사용자 통계 보고서, 비즈니스 분석 및 기타 정보 (총칭하여 "통계")를 작성하고 이를 Tencent Cloud (PRC) 내부 또는 외부에 공유, 공개 및 표시. 당사는 통계가 집계되고 익명화되도록 하며, 특정 사용자를 식별할 수 있는 정보를 포함하지 않습니다.

상기에 달리 명시된 경우를 제외하고, 당사는 법적 근거로서 계약상 필요성을 근거로 하여 귀하의 개인 정보를 처리합니다.

개인정보의이전,위치및보관

당사는 본 개인 정보 처리 방침상 "귀하의 개인 정보를 공개하고 보관하는 방법" 부분에 명시된 경우를 제외하고는 귀하의 동의 없이 귀하의 개인 정보를 관련 없는 어떠한 제3자와도 공유하지 않습니다.

당사는 귀하의 개인 정보를 공개하지 않으며, 만약 공개해야 하는 경우에는 그 취지와 공개되는 정보의 유형 및 공개될 수 있는 민감한 정보를 귀하에게 알리고 귀하의 명시적 동의를 얻도록 하겠습니다.

또한, 당사는 중국 본토의 관련 법률, 규정 및 국가 표준에 따라 다음과 같은 경우 귀하의 사전 승인된 동의 없이 개인 정보를 공유, 이전 및 공개할 수 있습니다.

국가 안보, 국방 안보와 직접 관련된 경우

공공 안전, 공중 보건 및 중요한 공익과 직접 관련된 경우

범죄 수사, 기소, 재판 및 판결 집행 등과 직접 관련된 경우

개인 정보의 주체 또는 다른 개인의 생명, 재산 및 기타 중요한 정당한 권리와 이익을 보호할 목적으로 하되 해당 주체 또는 개인의 동의를 얻기 어려운 경우

개인 정보의 주체가 스스로 개인 정보를 공개하는 경우

합법적인 뉴스 보도, 정부 정보 공개 및 기타 출처와 같은 합법적이며 공개적으로 이용할 수 있는 정보로부터 개인 정보를 수집하는 경우

광고 효과를 최적화하는 등 귀하의 사용자 경험을 개선하기 위해 당사는 제3자 파트너 등과 익명화되거나 비식별화된 정보를 공유해야 하며, 당사는 이러한 파트너들이 데이터 개인 정보 보호에 관한 조치 및 요구 사항을 엄격히 준수하도록 요구하고 있고, 여기에는 개인의 신원 확인을 피하고 개인 정보를 보호하기 위한 데이터 보호 계약, 사업 및 관련 데이터 처리 정책 준수와 같은 절차가 포함되지만 이에 국한되지 않습니다.

본 서비스와 관련된 귀하의 개인 정보를 저장하는 당사 서버는 중국 본토에 있습니다.

개인정보의보관

당사는 일반적으로 귀하에게 제공되는 서비스 기간에 한해서 귀하의 정보를 보관하며, 보관 기간은 관련 사용 목적을 달성하는 데 필요한 기간을 초과하지 않습니다. 그러나, 다음과 같은 목적에 한해서 귀하의 정보 또는 정보 일부를 더 오랜 기간 동안 보관해야 할 수도 있습니다.

관련 법률, 규정 및 기타 관련 조항 준수

법원의 결정, 판결 또는 기타 법적 절차 요건 준수

관련 행정, 사법 또는 기타 관할 당국의 요건 준수

관련 서비스 계약 또는 본 부록을 시행하거나, 불만 사항/분쟁을 처리하거나, 개인 및 재산 안전 또는 타인의 정당한 이익을 보호하기 위해 합리적으로 필요한 경우

데이터주체권한

귀하는 제어 메뉴에서 직접 또는 이 부록에 공개된 연락처 정보로 당사에 연락하여 귀하의 개인 정보에 접근, 수정 및 삭제할 수 있습니다. 그러나, 기술적 타당성, 법률 및 규제 요건, 정보 보안 및 기타 정당한 사유에 따라 일부 정보는 접근, 수정 및 삭제되지 않을 수 있습니다. 당사는 법률 및 규정의 요구 사항에 따라 귀하의 정보를 수집, 사용 및 저장합니다. 당사가 법률 및 규정을 위반하여 귀하의 정보를 수집, 사용 또는 저장할 경우 당사는 해당 정보를 수정 또는 삭제합니다. 당사가 귀하에 대해 수집하고 저장하는 정보가 부정확하고 귀하가 직접 수정할 수 없는 경우, 귀하는 당사에 수정을 요청할 수 있습니다.

연락처

본 부록 또는 개인 정보 처리와 관련된 질문이 있는 경우, 귀하는 dataprivacy@tencent.com 또는 Data Privacy Protection Department, Tencent Building of Binhai, 33 Haitian 2nd Road, Nanshan District, Shenzhen, Guangdong Province 518054, China로 연락할 수 있습니다. 당사는 가능한 한 빨리 문제를 검토하겠으며, 질문을 받은 후 15일 이내에 답변을 드리겠습니다.

모듈

특정 기능(각 관련 모듈에 정의된 대로)을 사용할 경우, 다음 모듈이 이 개인 정보 처리 방침에 적용되고 일부가 구성되어야 합니다. 사용자는 해당 모듈에 설명된 대로 당사가 사용자의 개인 정보를 수집, 처리, 사용 및 보관할 것임을 인정합니다.

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.[Video on Demand](#).
- 38.[Tencent Cloud Automation Tools](#).
- 39.[Cloud Streaming Services](#).
- 40.[HTTPDNS](#).
- 41.[Text To Speech](#).
- 42.[Automatic Speech Recognition](#).
- 43.[Tencent Effect SDK](#).
- 44.[TencentCloud Managed Service for Grafana](#).
- 45.[Tencent Real-Time Communication](#).
- 46.[Real User Monitoring](#).
- 47.[Customer Identity and Access Management](#).
- 48.[Penetration Test Service](#).
- 49.[Cloud Application Rendering](#).
- 50.[OCR](#).
- 51.[Captcha](#).
- 52.[Tencent Machine Translation](#).
- 53.[Video Moderation System](#).
- 54.[Audio Moderation System](#).

- 55. [Image Moderation System](#).
- 56. [Text Moderation System](#).
- 57. [Data Lake Compute](#).
- 58. [Tencent Ecard](#).
- 59. [Tencent Cloud Firewall](#).
- 60. [User Generated Short Video SDK](#).
- 61. [Key Management Service](#).
- 62. [App Flow](#).
- 63. [Low-code Interactive Classroom](#).
- 64. [Tencent Container Security Service](#).
- 65. [Cloud Automated Testing](#).
- 66. [Cloud Log Service](#).
- 67. [Tencent Interactive Whiteboard](#).
- 68. [Bastion Host](#).
- 69. [Control Center](#).
- 70. [VOD on EdgeOne](#).
- 71. [Intelligent Music Platform](#).

개정 기록

- [개인정보 처리방침](#) (버전1.0)
- [개인정보 처리방침](#) (버전2.0)
- [개인정보 처리방침](#) (버전3.0)
- [개인정보 처리방침](#) (버전4.0)
- [개인정보 처리방침](#) (버전5.0)
- [개인정보 처리방침](#) (버전6.0)
- [개인정보 처리방침](#) (버전7.0)
- [개인정보 처리방침](#) (버전8.0)
- [개인정보 처리방침](#) (버전9.0)

데이터 개인 정보 보호 및 보안 계약

최종 업데이트 날짜: : 2024-02-04 15:37:32

이 데이터 개인 정보 보호 및 보안 부록("DPSA")과 [서비스 약관](#)(그리고 DPSA를 제외하고 서비스 약관에 참조로 포함된 모든 문서 또는 정책)("계약") 사이에 충돌이 있는 경우, 상충되는 범위 내에서 본 DPSA가 우선합니다.

정의

달리 명시되지 않는 한, 다음 용어는 아래에 의미를 갖습니다. 본 DPSA에 사용되지만 아래에 정의되지 않은 대문자로 표시된 용어는 계약에 명시된 의미를 갖습니다.

"관리 정보" 조직의 계정과 Tencent Cloud에서 제공하는 서비스를 설정하고 관리하기 위해 조직이 Tencent Cloud에 제공하는 개인 정보와 Tencent Cloud에서 제공하는 서비스의 사용과 관련하여 생성된 모든 개인 정보를 의미합니다.

"콘텐츠" Tencent Cloud에서 제공하는 서비스를 사용하여 조직이 제출, 업로드, 전송 또는 표시하는 개인 정보를 포함한 모든 데이터를 의미합니다.

"컨트롤러" 개인 데이터의 수집, 보유, 처리 또는 사용을 단독으로 또는 사람과 공동으로 제어하는 사람을 의미하며, 해당되는 경우 "비즈니스"(해당 용어는 CCPA에서 정의)를 포함합니다.

"컨트롤러 프로세서 전송 조항" 아래 (2) 컨트롤러 프로세서 전송 조항에 명시된 2010년 2월 5일 위원회 결정 (C(2010) 593)에 명시된 표준 계약 조항(컨트롤러에서 프로세서로)을 의미합니다.

"데이터 유출" 계약과 관련하여 Tencent가 처리하는 개인 데이터의 오용, 간섭, 분실, 무단 액세스, 수정 또는 공개를 의미합니다.

"데이터 보호법" 미국 개인정보보호법, e-개인 정보 보호지침, GDPR 등 문제의 상황에서 개인 또는 활동에 수시로 적용되는 개인 데이터의 수집, 저장, 처리, 전송, 공개 및 사용에 관한 데이터 보호법을 의미합니다.

"데이터 주체" (1) GDPR에 정의되어 있는 "데이터 주체" 또는 (2) CCPA에 정의되어 있는 "소비자" 또는 (3) 개인 데이터의 대상이 되는 기타 개인을 의미합니다.

"지침" 개인 데이터 처리 및 그러한 데이터의 자유로운 이동과 관련된 개인의 보호에 관한 1995년 10월 24일 유럽 의회 및 유럽 이사회 지침 95/46/EC를 의미합니다.

"e-개인 정보 보호 지침" 개인 정보 처리 및 전자 통신 부문의 개인 정보 보호 관련 2002년 7월 12일 유럽 의회 및 이사회 지침 2002/58/EC를 의미합니다.

"EEA" 유럽 경제 지역을 의미합니다.

"EU 개인 데이터" EEA에 있는 데이터 주체의 개인 데이터를 의미합니다.

"GDPR" 개인 정보 처리 및 개인 정보의 자유로운 이동에 대해 자연인을 보호하기 위한 2016년 4월 27일 유럽 의회 및 이사회 규정 2016/679를 의미합니다.

"관할권별 요구 사항" 아래 (1) 관할권별 요구 사항에 명시된 바와 같이, 특정 관할권에 적용되는 개인 데이터 처리에 대한 요건을 의미합니다.

"조직" 서비스 약관에 동의한 기관을 의미합니다. 본 DPSA(첨부 포함)의 목적 상, 조직을 대리하여 행동하지 않는 개인과의 계약에 있어 "조직"은 해당 개인을 의미하는 것으로 간주됩니다.

“**개인 데이터**” 데이터 보호법에 정의된, Tencent가 본 계약에 따라 서비스를 제공하기 위해 처리하는 ‘개인 데이터’와 ‘개인 정보’를 포함하여, 식별되거나 식별 가능한 자연인과 관련된 모든 정보를 의미합니다.

“**처리**” 수집, 사용, 저장 또는 공개를 포함하여, 개인 데이터에 대한 운영을 수행하거나 관련 데이터 보호법에 정의된 작업을 수행하는 것을 의미합니다.

“**프로세서**” 하나 이상의 컨트롤러를 대신하여 개인 데이터를 처리하는 사람을 의미하며, 해당되는 경우 “서비스 제공자” 또는 “계약자”(해당 용어는 CCPA에서 정의)를 포함합니다.

“**하위 프로세서**” 7.4항에 따라 Tencent를 대신하여 개인 데이터를 처리하는 Tencent가 수시로 임명한 Tencent 계열사 또는 제3자를 의미합니다.

“**감독 당국**” 데이터 보호법과 관련하여 관할권을 가진 규제 기관을 의미합니다.

“**Tencent Cloud**” 서비스 약관에 명시된 대로 조직에 서비스를 제공하는 기관을 의미합니다.

“**Tencent Cloud Portal**” Tencent Cloud에 대한 가입 프로세스가 완료되면 조직이 액세스할 수 있는 고객 포털을 의미합니다.

“**Tencent Cloud 개인정보 처리방침**” [개인 정보 처리방침](#)에 있는 정책을 의미합니다. 이는 Tencent가 업데이트하며 수시로 조직에 통보합니다.

“**Tencent 보안 정책**” 무단 또는 우발적 액세스, 처리, 삭제, 손실 또는 사용으로부터 개인 데이터를 보호하기 위해 Tencent가 수시로 결정한 합리적이고 적절한 기술적, 조직적 조치를 의미합니다. 이러한 조치에는 컨트롤러-프로세서 전송 조항에 명시된 조치가 포함됩니다(해당하는 경우).

“**서비스 약관**” [서비스 약관](#)에 있는 약관을 의미합니다.

“**제3국**” 유럽 경제 지역(“**EEA**”)의 데이터 보호법의 범위를 벗어난 모든 국가를 지칭합니다. 단, 안도라, 아르헨티나, 캐나다, 페로 제도, 건지, 맨 섬, 이스라엘, 저지, 뉴질랜드, 스위스, 우루과이 등 본 계약 일자 기준 개인 데이터에 대한 적절한 보호를 제공하여 유럽 위원회의 승인을 받은 국가는 제외합니다.

“**미국 개인정보보호법**”은 캘리포니아 개인정보보호법(“**CCPA**”)에 준거하여 개정된 캘리포니아 소비자 개인정보 보호법, 콜로라도 개인정보보호법, 코네티컷 데이터 개인정보보호법, 유타 소비자 개인정보보호법 및 버지니아 소비자 데이터 보호법에 의해 개정된 캘리포니아 소비자 개인 정보 보호법을 의미합니다.

계약 범위

Tencent Cloud의 서비스 공급을 위한 서비스 약관에 가입한 경우, 이 부록이 적용됩니다. 부록은 콘텐츠인 개인 데이터 처리에 적용됩니다. 관리 정보인 개인 정보는 Tencent Cloud 개인정보 처리방침에 따라 처리되며, 본 부록은 관리 정보 처리에는 적용되지 않습니다.

개인 데이터 처리 권한 부여

1. 당사자들은 계약에 따른 의무 이행에 있어, Tencent가 Tencent Cloud 제공의 일환으로 콘텐츠의 저장, 액세스 및 처리와 관련하여 개인 데이터를 처리할 수 있음을 인정합니다. 본 DPSA의 목적은 이러한 처리와 관련하여 당사자들 각

각의 의무를 명시하는 것입니다.

2. 각 당사자는 개인 데이터와 관련하여 적용되는 모든 데이터 보호법을 준수할 것을 상대 당사자에게 보증합니다.

컨트롤러 및 프로세서

Tencent와 조직은 개인 데이터와 관련하여 조직이 컨트롤러이며 Tencent는 프로세서임을 인정합니다.

서비스 지역

1. 조직이 계약에 따라 서비스 지역을 선택하는 5.2 항에 따라, Tencent는 해당 서비스 지역의 개인 데이터만 처리합니다.
2. 조직은 Tencent가 운영, 규제 또는 기타 이유로 조직이 선호하는 서비스 지역 이외의 장소에서 개인 데이터를 처리하는 것이 계약에 따라 "중대한 변경"으로 간주될 경우, 처리 위치를 수시로 변경해야 한다는 것을 인정하고 동의합니다.
3. 조직은 서비스 약관에 나열된 Tencent 계약 기관이 개인 데이터를 포함한 고객 데이터를 보관하거나 제어하는 기관이 아닐 수 있으며, 이러한 데이터는 선택한 서비스 지역에서 저장 및 처리될 수 있음을 인정하고 이에 동의합니다. 조직에서 계정 관련 정보와 같이 서비스 지역을 선택할 필요가 없는 정보를 제공하는 경우, Tencent는 그러한 정보를 모든 위치에 처리하고 저장할 수 있습니다.

Tencent의 의무

1. Tencent는 조직을 대신하여 개인 데이터를 처리하기 위한 범위 내에서 다음을 이행합니다.
 - a. 조직의 서면 지침(본 DPISA의 약관, 조직의 관리 콘솔을 통해 제공된 모든 지침을 포함해야 함) 및 Tencent 보안 정책에 따라 서비스를 이행하기 위한 제한적인 특정 목적을 위해서만 개인 정보를 처리하고, 본 DPISA의 조항을 준수할 수 없는 경우 조직에 즉시 통보합니다.
 - b. 관련 법률에 의해 금지되지 않는 한 소유물(모든 백업 사본 포함)에서 모든 개인 데이터를 (조직의 서면 요청에 따라) 반환하거나 안전하게 파기합니다.
 - c. 다음 사항을 인지하는 즉시 조직에 통보합니다.

관련 법률에 의해 통지가 금지되지 않는 한, 감독 당국, 규제 당국, 공무원, 기타 정부 부처, 당국, 기관이 개인 데이터를 획득하거나 개인 데이터에 액세스하도록 명령 또는 요구하는 법원 명령이나 기타 법적 절차 또는 요청이 있을 때, 데이터 침해.

데이터 보호법에 따른 Tencent의 의무와 관련된 모든 중대한 불만, 통신, 요청이 있을 때, 및

개인 데이터와 관련하여 조직에서 받은 명령이 Tencent의 판단에 따라 해당 관할권의 데이터 보호법을 포함하여 관련 법률을 위반할 수 있을 때.

- d. Tencent와 계약한 정당하게 승인된 사람만 개인 데이터에 액세스할 수 있도록 보장하고, 제8항에 따라, 계약에 따라 Tencent의 의무를 수행하기 위해 정식으로 승인되고 개인 데이터에 액세스해야 하는 하위 프로세서 및 하위 프로세서의 직원만 액세스하도록 보장합니다.
- e. 개인 데이터를 처리하기 위해 정당하게 승인된 직원이 기밀 유지에 노력하고 기밀 유지에 대한 적절한 법적 의무를 준수하도록 하고, 처리의 특성을 고려하여 해당 개인이 본 DPISA 및 조직의 지침에 따라 데이터 보호에 대한 동일한 의무를 준수하도록 합니다.
- f. 관할권별 요구 사항을 준수합니다.
- g. 해당 관할권의 법률이 요구하는 경우 다음을 수행합니다.
- 관련 관할권에서 적절하고 적용되는 경우, 조직이 의무를 준수할 수 있도록 합리적인 지원을 제공하기 위해 다음을 포함하여 적절한 기술 및 조직적 보안 조치를 구현합니다:(i) 개인 정보의 가명화 또는 익명화;(ii) 처리 시스템 및 서비스의 지속적인 기밀성, 무결성, 가용성, 복원력 보장;(iii) 물리적 또는 기술적 사고가 발생할 경우, 적시에 개인 데이터에 대한 가용성 및 액세스 복원;(iv) 정기적으로 처리 보안을 보장하기 위한 기술 및 조직적 조치의 효과에 대한 테스트, 평가.
- 처리 특성을 고려하여 데이터 보호법에 명시된 데이터 주체의 권리 행사 요청에 응답할 조직의 의무를 이행할 수 있도록 적절한 기술 및 조직적 조치를 통해 조직을 지원합니다.
- 다음 의무를 준수하여 조직을 지원합니다: (i) 적절한 기술 및 조직적 보안 조치 구현; (ii) 관련 데이터 보호법에 따라 통지 및 보고가 필요한 경우 감독 당국, 관련 데이터 주체, 기타 사람에게 데이터 침해 통보;(iii) 데이터 보호 영향 평가를 실시하고 필요한 경우 감독 당국과 사전 협의;
- 본 DPISA에 따라, 또는 본 DPISA와 관련하여 Tencent가 처리하는 개인 데이터의 무단 또는 불법적인 액세스, 사용, 공개를 알게 되면 조직에 서면으로 즉시 통보합니다. Tencent는 데이터 보호법에 따라 조직의 의무를 준수하는 데 합리적으로 필요한 모든 정보를 조직에 제공할 의무가 있습니다.
- 2.Tencent는 조직의 지시가 데이터 보호법을 침해하는 경우 조직에 통보하여야 합니다.

조직의 의무

- 1.조직은 계약 기간 동안 Tencent에게 다음을 진술, 보증, 약속합니다.
- a. 개인 정보는 데이터 보호법에 따라 수집됩니다.
- b. 조직이 Tencent에게 제공하는 모든 지침은 데이터 보호법을 준수합니다.
- c. Tencent에 개인 데이터를 전송하는 일, 조직의 지시에 따라 Tencent의 개인 데이터 처리(Tencent가 이러한 개인 데이터와 관련하여 데이터 프로세서 역할을 하는 범위 내에서)하거나 Tencent의 개인 데이터를 수령 및 사용(Tencent가 이러한 개인 데이터와 관련하여 데이터 컨트롤러 역할을 하는 범위 내에서)하는 일, 본 DPISA에 따라 개인 데이터를 처리하고 사용하는 일은 관련 데이터 주체(법률에서 요구하는 경우)의 동의를 받았으며, 데이터 보호법에 의해 허용됩니다.
- 2.조직은 본 조항의 위반에 의해 Tencent에게 직간접적으로 발생하는 모든 청구, 부채, 비용, 비용, 손실, 손해(결과적 손실, 수익 손실, 평판 손실, 모든 이자, 벌금, 법적 비용, 기타 전문가 비용 및 지출 포함)로부터 Tencent를 면책하고 배상하는 데 동의합니다.

3. Tencent가 본 DPISA에 따라 처리된 개인 데이터와 관련된 데이터 보호법 위반으로 인해 발생하거나 관련된 실제 또는 잠재적 청구에 직면하는 경우, 조직은 이러한 청구를 방어하기 위해 Tencent가 합리적으로 요청한 모든 자료와 정보를 즉시 제공합니다.

4. 조직은 계약과 관련된 실제 또는 의심되는 데이터 유출을 알게 되면 다음을 수행합니다.

a. 30일 이내에 데이터 침해를 데이터 보호법에 따라 통보할 수 있는지 여부를 판단하고, 평가 결과를 서면으로 Tencent에게 즉시 통보하기 위해 합리적인 조치를 취합니다.

b. 조직이 데이터 보호법에 따라 데이터 유출을 통보할 수 있다고 Tencent에게 통보하는 경우, 다음을 수행합니다. 조직은 데이터 보호법에 따라 요구되는 데이터 유출과 관련하여 통지 진술서 초안을 작성하고("통지 진술서"), 해당 데이터 보호 규제 기관, 데이터 주체 또는 다른 사람에게 공개하기 전에 승인을 위해 Tencent에 통지 진술서 초안을 제공합니다.

Tencent는 조직에 다음 사항을 서면으로 통지합니다.

통지 진술서 초안에 Tencent가 합리적으로 요청할 수 있는 변경 사항 또는 통지 진술서에 대한 승인 의사.

변경 사항이 있는 경우 조직은 그러한 변경 사항을 통지 진술서에 포함시켜야 합니다.

Tencent의 통지 진술서 초안의 승인을 받은 후, 조직은 해당 데이터 보호 규제 기관, 데이터 보호법에 따라 필요한 데이터 주체 및 기타 사람에게 승인된 통지 진술서 사본을 제공합니다.

Tencent의 사전 서면 동의 없이 의심되는 또는 실제 데이터 유출과 관련된 공개 성명이나 공개를 하지 않아야 하며, 계열사 및 직원들이 같은 사항을 준수하도록 합니다.

하위 프로세서의 임명

1. 데이터 보호법에 따라 요구되는 경우(요구되는 범위 내에서), Tencent는 Tencent를 대신하여 개인 데이터를 처리하는 하위 프로세서를 임명할 수 있습니다. 단, Tencent는 본 DPISA와 실질적으로 동일한 조건의 계약을 하위 프로세서와 체결해야 합니다. 이에 따라 조직은 본 8항의 요건에 따라 Tencent Cloud 제3자에 나열된 하위 프로세서와 계약할 수 있는 권한을 Tencent에게 부여합니다.

2. 개인 데이터 처리 시 변경 사항을 통보할 것을 요구하는 데이터 보호법에 따라야 하는 경우, Tencent는 하위 프로세서의 추가 또는 교체에 관한 변경 사항을 이메일(및 Tencent Cloud 포털)을 통해 조직에 통보해야 합니다. 이 경우 조직은 14일 이내에 변경 사항을 승인하거나 거부할 수 있습니다. 조직에서 응답하지 않는 경우 하위 프로세서를 수락한 것으로 간주합니다. 조직이 교체 하위 프로세서를 거부하는 경우, Tencent는 조직에 서면으로 통지하는 즉시 계약을 해지할 수 있습니다.

3. Tencent가 조직을 대신하여 특정 처리를 수행하는 하위 프로세서와 계약하고 하위 프로세서가 데이터 보호 의무를 이행하지 못하는 경우, 해당 하위 프로세서의 의무 이행에 대해 Tencent가 데이터 보호법에 따라 조직에 대한 책임을 집니다.

모듈

특정 기능을 사용하는 경우, 다음 모듈을 참조를 통해 이 DPSA에 통합해야 합니다(각 관련 모듈에 정의된 바에 따름).

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](#).
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](#).

관할권별 요구 사항

유럽

1. Tencent는 Tencent가 컨트롤러-프로세서 전송 조항에 명시된 데이터 수입자의 의무를 준수하는 경우를 제외하고, 제3국에서 EU 개인 데이터를 처리하지 않을 것임에 동의합니다.
2. 컨트롤러-프로세서 전송 조항과 본 DPISA의 나머지 부분 사이에 충돌이 발생하는 경우, 상충되는 범위 내에서 EU 개인 데이터와 관련하여 컨트롤러-프로세서 전송 조항이 우선합니다.
3. 컨트롤러-프로세서 전송 조항의 목적 상 다음과 같은 추가 조항이 적용됩니다.
 - a. 당사자들은 수정 없이 컨트롤러 프로세서 전송 조항을 준수하는 데 동의합니다.
 - b. 조직 및 Tencent의 이름과 주소는 컨트롤러-프로세서 전송 조항 및 컨트롤러 프로세서 전송 조항의 목적에 통합된 것으로 간주됩니다.
 - c. 조직은 데이터 수출자이며 Tencent의 해당 계열사는 컨트롤러-프로세서 전송 조항에 정의된 데이터 수입자입니다.
 - d. 본 DPISA에 대한 각 당사자의 서명은 컨트롤러-프로세서 전송 조항에 포함된 조항에 대한 서명으로 간주합니다.
4. 관할권의 법률 또는 규정에 의해 요구되는 경우, 당사자는 필요한 방식으로 제안된 개인 데이터를 명시하는 별도의 문서로 컨트롤러-프로세서 전송 조항에 포함된 조항을 실행 및 재실행합니다.

대한민국

1. Tencent 보안 정책이 한국 개인 정보 보호법 및 규정에 따른 해당 요건을 충족하기에 충분하지 않은 경우, Tencent는(개인 정보의 해외 이전인으로서) 다음과 같은 요구 사항에 해당하는 추가 조치를 수시로 취할 것입니다.
 - a. 정보통신망 이용촉진 및 정보보호법 제28조, 제63조(이하 "**정보통신망법**").
 - b. 정보통신망법 시행령 제15조, 제67조.
 - c. 개인 정보 보호를 위한 기술 및 행정조치 가이드라인(방송통신위원회 발행).
 - d. 개인 정보보호법 제29조("**PIPA**").
 - e. 개인 정보보호법 시행령 제30조.
 - f. 개인 정보의 안전을 위한 보안 대책 지침(행안부 발행) 및 개정 사항.
2. Tencent는 다음을 수행합니다.
 - a. 위탁된 작업의 범위 내에서만 개인 데이터를 사용합니다.
 - b. Tencent의 개인 데이터 처리에 대해 조직의 교육 및 감독의 적용을 받는 것에 동의합니다.
 - c. 관련 규제 당국의 감독 및 감사의 대상이 되는 데 동의합니다.
3. Tencent는 본 DPISA 또는 관련 법률에 따라 Tencent의 의무를 위반하여 발생하는 모든 손해, 부채, 비용, 지출에 대해 조직 및 관련 데이터 주체에게 보상합니다.

미국 개인정보보호법

1. 해당 미국 개인정보보호법에서 요구하는 범위 내에서 그리고 합리적인 서면 요청 또는 통지 시, 다음을 적용합니다.
 - a. 조직은 Tencent가 필히 해당 미국 개인정보보호법에 따른 조직의 의무에 부합하는 방식으로 개인 데이터를 사용하도록 합리적이고 적절한 조치를 취할 수 있습니다.
 - b. 조직이 Tencent가 관련 미국 개인정보보호법을 위반하여 개인 데이터를 사용하고 있다고 합리적으로 판단하는 범위 내에서 조직은 그러한 무단 사용을 중단시키고 시정하기 위한 합리적이고 적절한 조치를 취할 수 있습니다.
 - c. Tencent는 Tencent의 미국 개인정보보호법에 따른 의무 준수를 입증하는 데 필요한 Tencent 소유 정보를 조직에 제공해야 합니다.
 - d. Tencent는 해당 미국 개인정보보호법에 따른 Tencent의 의무 준수에 대해 당사자들이 평가 범위에 대해 합의한 후에만 조직 또는 조직이 지명한 감사관이 합리적인 연례 평가를 수행하도록 허가하고 이에 협조해야 하며, 그 비용은

조직이 부담합니다. 아니면, Tencent는 해당 미국 개인정보보호법에 따른 의무를 지원하기 위해 자격을 갖춘 독립 감사관이 Tencent의 정책과 기술 및 조직의 조치에 대한 평가를 수행하도록 주선할 수 있으며, 감사관은 이러한 평가를 위해 적절하고 수용 가능한 관리 표준 또는 프레임워크와 평가 절차를 사용합니다. 합리적인 요청 시, Tencent는 조직에 해당 평가 보고서를 제공해야 합니다.

2. 당사자들은 처리 상황을 고려하여 위험에 적합한 보안 수준을 제공하도록 고안된 적절한 기술 및 조직 차원의 조치를 이행하고 해당 조치를 이행하기 위해 당사자들 간의 책임을 분명하게 할당해야 합니다. Tencent는 해당 법률에서 요구하는 것과 동일한 수준의 개인정보 보호를 제공해야 합니다.

3. Tencent는 다음과 같은 행위를 하는 것이 금지됩니다.

- a. 개인 데이터 판매 및 공유.
- b. 서비스 이행을 위한 특정 목적 이외의 목적으로 개인 데이터 보유, 사용 또는 공개.
- c. 조직과 Tencent 간의 직접적인 비즈니스 관계 외부에서 개인 데이터 유지, 사용 또는 공개, 그리고.
- d. 조직으로부터 또는 조직을 대신하여 입수한 개인 데이터를 개인 데이터와 관련 있는 개인과 Tencent의 개별 상호 작용 과정에서 또는 다른 출처에서 수집할 수 있는 개인 데이터와 결합하는 행위, 단, 미국 개인정보보호법에서 허용하는 경우는 예외입니다. 미국 개인정보보호법의 목적상 “판매”, “공유” 및 기타 유사한 용어는 미국 개인정보보호법에 부여된 의미를 갖습니다.

마카오

- 1. 조직은 Tencent를 프로세서로 임명하고 본 계약에 따라 허용되는 하위 프로세서로 임명하는 것(허용되는 범위 내에서)을 현지 데이터 보호 사무소(GPDP - Gabinete para a Protecção de Dados Pessoais)에 통보해야 합니다.
- 2. Tencent는 위의 섹션 1에 따른 통지를 포함하여, 관련 마카오 데이터 보호법에 따라 지침 준수에 대한 증명을 조직에 합리적으로 요청할 권리가 있습니다.
- 3. 마카오 데이터 보호법 제7조(Law n. 8/2005)에 정의된 민감한 데이터 처리의 경우, 조직은 Tencent에게 서면으로 명시적으로 통보해야 하며, 이러한 데이터 처리를 위해 마카오 데이터 보호법에 따라 제공된 특정 요구 사항을 준수해야 합니다.

컨트롤러-프로세서 전송 조항

적절한 수준의 데이터 보호를 보장하지 않는 제3국에 설립된 프로세서에게 개인 데이터를 전송하기 위한 지침 95/46/EC의 제26조(2)의 목적 상, 다음 사항이 적용됩니다.

데이터 수출 조직의 이름: 계약을 체결한 조직, 또는 조직을 대리하여 행동하지 않는 개인과 계약을 체결하는 경우, 해당 개인.

("데이터 수출자")

데이터를 수입하는 조직의 이름: 서비스 약관의 섹션 1.2에 지정된 계약 기관.

("데이터 수입자")

각 "당사자", 총칭하여 "당사자들",

당사자들은 개인 정보, 기본권, 개인의 자유 보호와 관련하여 수출자가 부록 1에 명시된 개인 정보의 데이터 수입자에게 전송할 수 있는 적절한 안전 장치를 마련하기 위해 다음 계약 조항에 동의했습니다("조항").

정의

조항의 목적 상, 다음 정의가 적용됩니다.

- a. '개인 정보', '특수 범주 데이터', '프로세스/처리', '컨트롤러', '프로세서', '데이터 주체', '감독 당국'은 개인 데이터 처리와 관련한 개인의 보호 및 데이터의 자유로운 이동에 관한 1995년 10월 24일 유럽 의회 및 이사회 지침 95/46/EC에 규정된 것과 같은 의미를 갖습니다.
- b. '데이터 수출자'는 개인 데이터를 전송하는 컨트롤러를 의미합니다.
- c. '데이터 수입자'는 수출자의 지시와 조항에 따라 전송 후 처리 목적으로 데이터 수출자로부터 개인 데이터로부터 수신하기로 동의하고 95/46/EC의 제25(1)조의 적절한 보호를 보장하는 제3국의 시스템 적용을 받지 않는 프로세서를 의미합니다.
- d. '하위 프로세서'는 데이터 수출자의 지침, 조항, 하위 계약의 조건에 따라 데이터 수출자 대신에 처리 활동을 수행하기 위해 데이터 수입자 또는 데이터 수입자의 다른 하위 프로세서로부터 개인 데이터를 수신하기로 동의하여 데이터 수입자 또는 데이터 수입자의 다른 하위 프로세서와 계약한 프로세서를 의미합니다.
- e. '관련 데이터 보호법'은 개인의 기본권과 자유를 보호하는 법률, 특히 데이터 수출자가 위치한 회원국에서 데이터 컨트롤러에게 적용되는 개인 데이터 처리에 대한 개인 정보를 보호하는 법률을 의미합니다.
- f. '기술적 및 조직적 보안 조치'는 우발적이거나 불법적인 파괴 또는 우발적 손실, 변경, 무단 공개 또는 액세스(특히 네트워크 외부로의 데이터 전송이 있는 경우) 및 기타 모든 불법적인 형태의 처리에 대해 개인 데이터를 보호하기 위한 조치를 의미합니다.

전송에 대한 세부 정보

전송의 세부 사항 및 특별 범주 개인 데이터는 조항의 일부인 부록 1에 명시되어 있습니다.

제3자 수혜자 조항

1. 데이터 주체는 제3자 수혜자로서 데이터 수출자에게 본 조항, 조항 4(b) ~ 4(i), 조항 5(a) ~ 5(e), 5(g) ~ 5(j), 조항 6.1 및 6.2, 조항 7, 조항 8.2 조항 9 ~ 12를 집행할 수 있습니다.
2. 데이터 수출자가 사실상 사라졌거나 법률 상 존재하지 않게 되는 경우, 데이터 주체는 데이터 수입자에게 본 조항, 조항 5(a) ~ 5(e), 5(g), 조항 6, 조항 7, 조항 8.2, 조항 9 ~ 12를 집행할 수 있습니다. 단, 승계 기관이 계약 또는 법률에 의해 데이터 수출자의 모든 권리와 의무를 승계하여 데이터 주체가 해당 기관을 상대로 이를 집행할 수 있게 되는 경우는 제외합니다.
3. 데이터 수출자와 데이터 수입자가 모두 사실상 사라졌거나 법률 상 존재하지 않게 되거나 청산된 경우, 데이터 주체는 하위 프로세서에게 본 조항, 조항 5(a) ~ 5(e), 5(g), 조항 6, 조항 7, 조항 8.2, 조항 9 ~ 12를 집행할 수 있습니다. 단, 승계 기관이 계약 또는 법률에 의해 데이터 수출자의 모든 권리와 의무를 승계하여 데이터 주체가 해당 기관을 상대로 이를 집행할 수 있게 되는 경우는 제외합니다. 하위 프로세서의 이러한 제3자 책임은 조항에 따른 자체 처리 작업으로 제한됩니다.
4. 당사자들은 데이터 주체가 명시적으로 원하는 경우 및 국가 법률에 의해 허용되는 경우, 협회 또는 다른 기관이 대리하는 데이터 주체에 이의를 제기하지 않습니다.

데이터 수출자의 의무

데이터 수출자는 다음 사항에 동의하고 보증합니다.

- a. 개인 정보의 양도를 포함한 처리가 관련 데이터 보호법의 관련 조항에 따라 계속 수행되고 있으며, 앞으로도 그럴 것이며, (그리고 해당되는 경우, 데이터 수출자가 위치한 회원국의 관계 당국에 통보를 받았으며) 해당 국가의 관련 조항을 위반하지 않습니다.
- b. 개인 정보 처리 서비스 기간 동안 데이터 수입자에게 데이터 수출자를 대신하여 해당 데이터 보호법 및 조항에 따라 전송된 개인 데이터를 처리하도록 지시합니다.
- c. 데이터 수입자가 부록 2에 명시된 기술 및 조직적 보안 조치에 대해 충분한 보증을 제공할 것입니다.
- d. 해당 데이터 보호법의 요구 사항을 평가한 후, 우발적이거나 불법적인 파괴 또는 우발적 손실, 변경, 무단 공개 또는 액세스(특히 처리가 네트워크를 통한 데이터 전송과 관련된 경우), 모든 불법적인 형태 처리에 대해 적절한 보호 조치를 갖추고 있으며, 이러한 조치들은 처리 및 데이터의 특성에 의해 제시된 위험에 적절한 보안 수준을 보장하며, 기술 및 구현 비용 측면에서도 적절합니다.
- e. 보안 조치를 준수를 보장합니다.
- f. 전송이 특별 범주 데이터를 포함하는 경우, 지침 95/46/EC의 의미 내에서 적절한 보호를 제공하지 않는 제3국으로 데이터를 전송할 수 있다는 통보를 사전에 데이터 주체에게 제공하거나 사후에 가능한 한 빨리 통보합니다.
- g. 데이터 수출자가 전송을 계속하거나 정지를 해제하기로 결정하는 경우, 데이터 수입자 또는 하위 프로세스에게 받은 통지를 조항 5(b) 및 조항 8.3에 따라 데이터 보호 감독 당국에 전달합니다.
- h. 데이터 주체의 요청에 따라, 부록 2를 제외한 조항의 사본, 보안 조치에 대한 요약 설명, 조항에 따라 체결된 하위 처리 서비스 계약 사본을 데이터 주체가 사용할 수 있도록 합니다. 이 때, 조항 및 계약에 상업적 정보가 포함되어 있는 경우 상업적 정보를 삭제해야 할 수도 있습니다.
- i. 하위 처리의 경우, 처리 활동은 조항 11에 따라 하위 프로세서가 수행하며, 하위 프로세서는 본 조항에 따라 데이터 수입자에게 적용되는 것과 동일한 수준의 개인 데이터 및 데이터 주체 권리 보호를 제공합니다.
- j. 조항 4(a)~4(i)를 준수합니다.

데이터 수입자의 의무

데이터 수입자는 다음 사항에 동의하고 보증합니다.

- a. 데이터 수출자를 대신하여 데이터 수출자의 지침 및 조항을 준수하여 개인 데이터를 처리합니다. 어떤 이유로든 이러한 규정을 준수할 수 없는 경우, 데이터 수출자에게 즉시 준수할 수 없음을 통지하는 데 동의하며, 이 경우 데이터 수출자는 데이터 전송을 일시 중단하거나 계약을 해지할 자격을 갖습니다.
 - b. 적용되는 법률이 데이터 수출자의 지침 및 계약에 따른 의무 이행을 방해한다고 판단할 만한 이유가 없습니다. 법률이 변경되어 본 조항에 규정된 보증과 의무에 중대한 악영향을 미칠 가능성이 있는 경우, 그러한 변경을 인지한 즉시 데이터 수출자에게 변경을 통지하며, 이 경우 데이터 수출자는 데이터 전송을 중지하거나 계약을 종료할 권리를 갖습니다.
 - c. 전송된 개인 데이터를 처리하기 전에 부록 2에 명시된 기술 및 조직적 보안 조치를 구현했습니다.
 - d. 데이터 수출자에게 다음 사항을 즉시 통보합니다.
 - a. 수사의 기밀성 유지를 위한 형법 상의 금지 등 달리 금지되지 않는 한, 법 집행 기관의 구속력 있는 개인 정보 공개 요청.
- 우발적 또는 무단 액세스.
- 데이터 주체로부터 직접 받은 요청(달리 허가 받지 않은 경우 요청에 대해 응답하지 않음).

- e. 전송 대상 개인 데이터 처리와 관련된 데이터 수출자의 모든 문의에 신속하고 적절하게 대응하고 전송된 데이터 처리와 관련하여 감독 당국의 조언을 준수합니다.
- f. 데이터 수출자의 요청에 따라, 조항에서 다루는 처리 활동에 대한 감사를 위해 처리 시설을 제출합니다(감사는 데이터 수출자 또는 데이터 수출자가 감독 당국과 합의하여 선택한 비밀 유지 의무를 지는 전문 자격을 보유한 독립 구성원으로 구성된 검사 기관에 의해 수행됨).
- g. 데이터 주체의 요청에 따라, 부록 2를 제외한 조항의 사본, 모든 하위 처리 계약 사본을 데이터 주체가 사용할 수 있도록 합니다. 이때 조항 및 계약에 상업적 정보가 포함되어 있는 경우 상업적 정보를 삭제해야 할 수도 있으며, 데이터 주체가 데이터 수출자에게 사본을 받지 못하는 경우 보안 조치 요약 설명으로 대체합니다.
- h. 하위 처리의 경우, 사전에 데이터 수출자에 통보하고 사전 서면 동의를 받았습니다.
- i. 하위 프로세서에 의한 처리 서비스는 조항 11에 따라 수행됩니다.
- j. 조항에 따라 체결되는 하위 프로세서 계약의 사본을 데이터 수출자에게 즉시 송부합니다.

책임

- 1. 당사자들은 조항 3 또는 조항 11에 규정된 의무 위반의 결과로 피해를 입은 데이터 주체가 데이터 수출자로부터 피해에 대한 보상을 받을 자격이 있다는 데 동의합니다.
- 2. 데이터 수출자가 실제로 사라지거나 법률에 존재하지 않거나 파산되어 데이터 주체가 조항 6.1에 따라 데이터 수출자에 대해 데이터 수입자 또는 하위 프로세서의 조항 3 또는 조항 11의 의무 위반으로 인해 발생하는 보상 청구를 제기할 수 없는 경우, 데이터 수입자는 데이터 주체가 데이터 수입자를 데이터 수출자인 것처럼 취급하여 청구를 제기할 수 있다는 데 동의합니다. 단, 승계 기관이 계약 또는 법률에 의해 데이터 수출자의 모든 권리와 의무를 승계하여 데이터 주체가 해당 기관을 상대로 이를 집행할 수 있게 되는 경우는 제외합니다. 데이터 수입자는 자신의 책임을 피하기 위한 근거로 하위 프로세서의 위반을 이용할 수 없습니다.
- 3. 데이터 수출자 및 데이터 수입자 모두가 실제로 사라지거나 법률에 존재하지 않거나 파산되어 데이터 주체가 조항 6.1 및 조항 6.2에 따라 데이터 수출자 또는 데이터 수입자에 대해 하위 프로세서의 조항 3 또는 조항 11의 의무 위반으로 인해 발생하는 보상 청구를 제기할 수 없는 경우, 하위 프로세서는 데이터 주체가 하위 프로세서를 데이터 수입자 또는 데이터 수출자인 것처럼 취급하여 청구를 제기할 수 있다는 데 동의합니다. 단, 승계 기관이 계약 또는 법률에 의해 데이터 수출자 또는 데이터 수입자의 모든 권리와 의무를 승계하여 데이터 주체가 해당 기관을 상대로 이를 집행할 수 있게 되는 경우는 제외합니다. 하위 프로세서의 이러한 책임은 조항에 따른 자체 처리 작업으로 제한됩니다.

중재 및 관할권

- 1. 데이터 주체가 제3자 손해자 권리를 주장하거나 조항에 따른 손해 배상을 청구하는 경우, 데이터 수입자는 데이터 주체의 다음 결정을 수락한다는 데 동의합니다.
 - a. 분쟁을 독립 중재인, 감독 당국에 의한 중재에 회부하는 행위,
 - b. 데이터 수출자가 위치한 회원국의 법원에 분쟁을 회부하는 행위.
- 2. 당사자들은 데이터 주체의 선택이 국내 또는 국제법의 다른 조항에 따라 구제를 추구할 실질적인 또는 절차적 권리를 침해하지 않는다는 데 동의합니다.

감독 당국과의 협력

- 1.데이터 수출자는 요청이 있거나 해당 데이터 보호법에 따라 필요한 경우 감독 당국에 이 계약의 사본을 기탁하는 데 동의합니다.
- 2.당사자는 감독 당국이 해당 데이터 보호법에 따라 데이터 수출자의 감사에 적용되는 것과 동일한 범위와 조건으로 하위 프로세서에 대한 감사를 수행할 권리를 가진다는 데 동의합니다.
- 3.데이터 수입자는 조항 8.2에 따라 데이터 수입자 또는 하위 프로세서에 대한 감사의 수행을 방해하는 법률의 존재에 대해 데이터 수출자에 즉시 알립니다. 이러한 경우 데이터 수출자는 조항 5(b)에 규정된 조치를 취할 수 있습니다.

준거법

조항은 데이터 수출자가 설립된 회원국 법의 적용을 받습니다.

계약의 변경

당사자들은 조항을 변경하거나 수정하지 않을 것을 약속합니다. 필요한 경우 당사자들이 조항과 모순되지 않는 사업 관련 문제에 대한 조항을 추가하는 것은 가능합니다.

하위 처리

- 1.데이터 수입자는 데이터 수출자의 사전 서면 동의 없이 조항에 따라 데이터 수출자를 대신할 처리 작업을 하청하지 않습니다. 데이터 수입자가 데이터 수출자의 동의 하에 조항에 따른 의무를 하청하는 경우, 조항에 따라 데이터 수입자에 부과되는 것과 동일한 의무를 하위 프로세서에게 부과하는 서면 계약을 체결합니다. 이러한 서면 계약에 따라 하위 프로세서가 데이터 보호 의무를 이행하지 못하는 경우, 데이터 수입자는 계약에 따라 하위 프로세서의 의무 이행에 대해 데이터 수출자에 전적으로 책임을 집니다.
- 2.데이터 수출자 또는 데이터 수입자가 실제로 사라지거나 법률에 존재하지 않거나 파산되거나 계약 또는 법률에 의해 데이터 수출자의 모든 권리와 의무를 승계하는 기관이 없어 데이터 주체가 조항 6.1에 따라 데이터 수출자 또는 데이터 수입자에게 보상 청구를 제기할 수 없는 경우, 데이터 수입자와 하위 프로세서 간의 위 서면 계약은 조항 3에 규정된 제3자 수혜자 조항을 제공합니다. 하위 프로세서의 이러한 제3자 책임은 조항에 따른 자체 처리 작업으로 제한됩니다.
- 3.조항 11.1에 언급된 계약의 하위 처리에 대한 데이터 보호 관련 조항은 데이터 수출자가 설립된 회원국 법의 적용을 받습니다.
- 4.데이터 수출자는 조항에 따라 체결된 하위 처리 계약 목록을 보관하고 최소 1년에 한 번 업데이트하여 조항 5(j)에 따라 데이터 수입자에 통보합니다. 이 목록은 데이터 수출자의 데이터 보호 감독 기관에서 사용할 수 있습니다.

개인 정보 처리 서비스 종료 후 의무

- 1.당사자들은 데이터 처리 서비스 제공이 종료되면, 데이터 수입자 및 하위 프로세서는 데이터 수출자의 선택에 따라, 전송된 모든 개인 데이터와 그 사본을 데이터 수출자에 반환하거나 모든 개인 데이터를 파괴하고 그 증명을 데이터 수출자에 제공합니다. 단, 데이터 수입자에게 부과된 법률이 전송된 개인 데이터의 전부 또는 일부를 반환하거나 파괴하는 것을 금지하는 경우는 제외합니다. 그러한 경우, 데이터 수입자는 전송된 개인 데이터의 기밀성을 보장하며 더 이상 전송된 개인 데이터를 적극적으로 처리하지 않을 것을 보증합니다.
- 2.데이터 수입자 및 하위 프로세서는 데이터 수출자 및 감독 당국의 요청에 따라 조항 12.1에 언급된 조치에 대한 감사를 위해 데이터 처리 시설을 제출할 것을 보증합니다.

부록 1

전송에 대한 설명(컨트롤러-프로세서)

이 부록은 조항의 일부를 구성하며 당사자들이 작성하고 서명해야 합니다.

회원국은 국가의 절차에 따라 이 부록에 포함되는 필요한 정보를 추가적으로 작성하거나 지정할 수 있습니다.

데이터 수출자

데이터 수출자는 본 계약에 정의된 조직, 또는 조직을 대리하여 행동하지 않는 개인과 계약을 체결하는 경우, 해당 개인입니다.

데이터 수출자는 계약에 설명된 대로 온라인 서비스를 제공하기 위해 데이터 수입자와 계약했습니다.

데이터 수입자

데이터 수입자는 계약에 정의된 대로, 인터넷 부가 가치 서비스의 선도적인 공급자인 Tencent입니다. 데이터 수입자는 계약에 설명된 대로 특정 온라인 서비스를 제공하기 위해 데이터 수출자와 계약했습니다.

데이터 범주

전송된 개인 데이터는 다음과 같은 범주의 데이터와 관련이 있습니다(지정하십시오).

데이터 수출자가 업로드한 콘텐츠 또는 데이터 수출자가 수시로 데이터 수입자에 통보한 콘텐츠.

특별 범주 데이터

전송된 개인 데이터는 다음과 같은 특별 범주의 데이터와 관련이 있습니다(지정하십시오).

데이터 수출자가 업로드한 콘텐츠 또는 데이터 수출자가 수시로 데이터 수입자에 통보한 콘텐츠.

처리 작업

전송된 개인 데이터는 다음과 같은 기본 처리 활동의 대상이 됩니다(지정하십시오).

데이터 수입자는 데이터 수출자가 수행하는 활동을 지원하기 위해 개인 데이터를 처리합니다. 특히 데이터 수입자의 처리 활동은 데이터 수출자의 지침에 따라 데이터 수출자를 대신하여 수행되며, 데이터 호스팅, 데이터 백업, 통신, 데이터 분석, 통계, 분석, IT 시스템 관리, 주문 이행, 지원 서비스, 직원 관리 서비스, 처리 주문 지불, 마케팅 커뮤니케이션 제공, 프로모션 및 설문 조사, 운영, 소프트웨어 유지 관리 및 호스팅, 데스크톱 및 네트워크 관리를 포함한 정보 기술 서비스, 시스템 모니터링, 애플리케이션 및 프로그램 개발, 보관, 재해 관리, 데이터 복원 등을 포함합니다.

부록 2

기술 및 조직적 보안 조치

당사는 사용자의 콘텐츠를 보호하기 위한 포괄적인 개인 정보 보호 및 보안 프로그램을 구현했습니다. 이 프로그램에는 다음이 포함됩니다.

1. **데이터 보안.** 당사는 고객의 데이터를 무단 액세스로부터 보호하기 위해 다음과 같은 조치를 설계하고 구현했습니다.

- 데이터 범주화 및 분류 표준.
- 물리적, 네트워크, 시스템, 애플리케이션 수준의 인증 및 액세스 제어 기능.
- 빅 데이터 기반 비정상적 행동 감지 메커니즘.

2.네트워크 보안. 당사는 물리적 및 논리적 격리를 통해 내부 네트워크(사무실 네트워크, 개발 네트워크, 테스트 네트워크, 프로덕션 네트워크 포함)에 대한 액세스 제어 및 경계 보호를 달성하기 위해 내부 네트워크 격리에 대한 엄격한 규칙을 구현합니다.

3.물리적 및 환경적 보안. 관련 지역 보안 요구 사항을 기반으로 Tencent Cloud의 데이터 센터에 대해 엄격한 인프라 및 환경 액세스 제어가 구현되었습니다. 데이터 센터 직원의 액세스 및 운영에 대한 효과적인 관리 및 제어를 위해 데이터 센터 인력의 유형과 해당 액세스 권한에 따라 액세스 제어 매트릭스가 설치됩니다.

4.사고 관리. 신속한 대응 및 처리 메커니즘과 결합된 액티브 및 실시간 서비스 모니터링을 운영하여 신속한 보안 검색 사고 탐지 및 처리를 지원합니다.

5.표준 준수. 컴플라이언스 센터 페이지에 나열된 표준을 준수하며 수시로 업데이트됩니다.

Customer Security Assessment Policy and Guidelines

최종 업데이트 날짜: : 2021-08-20 17:59:25

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

최종 업데이트 날짜: : 2024-05-06 15:20:42

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 derivative 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.

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. If we anticipate, consider or suspect that your Tencent Cloud account has or may be used for unauthorized, illegal or improper use of any Tencent Cloud services in breach of this Policy, we may at our sole discretion and without notice

to you, take necessary action as we deem appropriate to suspend or terminate your access to Tencent Cloud and/or blocking messages or content from a particular IP address or domain.

We may suspend or 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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.

서비스별 조건

최종 업데이트 날짜: : 2022-10-28 10:26:22

단문 메시지 서비스(SMS) 약관

단문 메시지 서비스를 제공받고자 하는 경우, 본 단문 메시지 서비스 약관 및 [Tencent Cloud 이용약관](#)이 적용됩니다.

본 약관에 사용되었으나 정의되지 않은 대문자 용어는 Tencent Cloud 이용약관에 정의된 각 의미를 가집니다.

아래 약관을 주의 깊게 읽어 주시기 바랍니다.

“동의”를 클릭하거나 서비스를 다운로드 또는 설치하거나 기타 방법으로 단문 메시지 서비스에 액세스하거나 이를 이용하는 경우, 귀하는 귀하가 아래의 조건들을 읽고 이해하였으며, 아래 조건들에 구속되는 데 동의하는 것으로 간주됩니다.

1.귀하는:

- (a) 귀하 및/또는 귀하측 최종이용자의 단문 메시지 서비스 이용과 관련하여 요구되는 관련 면허, 승인, 허가 및 인증을 취득하여 계약기간 동안 이를 유지하며, 모든 관련 등록 및 신고를 완료하여야 하며;
- (b) 자동 다이얼링 시스템 이용 및 SMS 문자 메시지 전송에 적용되는 법령을 포함하여 1991년 미국 전화소비자보호법(“**전화소비자보호법**”) 등 마케팅, 권유, 사업관행 또는 전기·전자통신에 관한 법령(“**텔레마케팅법령**”)에 따라 단문 메시지 서비스를 이용하여야 하고;
- (c) 모든 관련 법령, 규정, 업계 규약 및 관행을 준수하며 귀하측 최종이용자가 이를 준수하도록 하여야 하며;
- (d) 단문 메시지 서비스 이용과 관련된 Tencent의 정책, 지침 및 가이드라인을 준수하며, 귀하측 최종이용자가 이를 준수하도록 하여야 합니다.

2.귀하는 외설적이거나 저속하거나 위협적이거나 명예를 훼손하거나 모욕적이거나 허위이거나 부정확하거나 오해의 소지가 있거나 불법이거나 타인의 사생활을 침해하거나 혐오스럽거나 괴롭히거나 유해하거나 달리 공격적이거나 부적절하거나 권리를 침해하는 SMS 메시지나 콘텐츠를 전송 또는 유포하지 않아야 하며, 귀하측 최종이용자가 이를 전송 또는 유포하는 것을 허용하지 않아야 합니다.

3.귀하는 수신자의 명시적인 동의 없이 상업적 마케팅 SMS 메시지를 발송하지 않아야 하며 귀하측 최종이용자가 이를 발송하는 것을 허용하지 않아야 합니다. 데이터 처리 및 보안에 관한 계약에 따라 Tencent는 귀하를 대리하여 처리하는 개인정보와 관련하여 귀하가 제공한 지침이 Tencent의 재량으로 모든 개인정보보호법령 등 관련 법령에 위배될 수 있음을 알게 되는 경우, 이를 귀하에 통지할 것입니다. 이 경우 Tencent는 상업적 마케팅 SMS 메시지의 송수신을 중단하거나 거절할 권리를 포함하여 처리를 중단할 권리를 가집니다.

4.귀하는 다음 사항을 확인합니다:

- (a) 귀하 또는 귀하측 최종이용자들이 단문 메시지 서비스를 통해 전송 또는 유포하는 메시지에 대한 책임은 전적으로 귀하에게 있으며;
- (b) Tencent는 SMS 메시지나 콘텐츠가 단문 메시지 서비스를 통해 전송 또는 유포되기 전에 이를 검토, 편집 또는 변경할 의무를 부담하지 않으며;
- (c) 귀하는 전화소비자보호법(TCPA) 등 텔레마케팅법령(미국이나 기타 관련 지역에서 SMS 메시지 발송에 필요한 사전 동의를 취득·유지할 책임을 포함하되 이에 한정되지 않음)을 준수할 단독 책임을 부담합니다. Tencent Cloud 이용약관 상의 책임한도에 관계없이, 귀하는 전화소비자보호법 등 텔레마케팅법령의 위반 혐의 또는 실제 위반에 대해 Tencent를 면책하고 그로 인해 해를 입지 않도록 하는 데 동의합니다.
- (d) 전술한 내용에도 불구하고, Tencent는 그 재량에 따라, 귀하 또는 귀하측 최종이용자들이 단문 메시지 서비스를 통해 전송한 SMS 메시지를 감사할 수 있으며, Tencent는 단문 메시지 서비스 약관, Tencent Cloud 이용약관 또는 관련 법령, 규정, 업계 규약 및 관행에 위배되는 것으로 판단되는 SMS 메시지나 콘텐츠를 편집, 삭제 또는 거절할 수 있습니다.

General Service Level Agreement

최종 업데이트 날짜: : 2023-09-01 15:14:44

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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 2023-08-01 16:35:53

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
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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

최종 업데이트 날짜: : 2021-12-24 10:50:40

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
$\geq 99.0\%$ and $< 99.95\%$	10% of the monthly service fee for Directly Related Tencent Cloud Products
$\geq 98.0\%$ 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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
$99.95\% > Av \geq 99\%$	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 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)

TDMQ for CMQ Service Level Agreement

최종 업데이트 날짜: : 2024-07-23 11:35:46

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

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

1. Terms and Definitions

1.1 TDMQ for CMQ

“**TDMQ for CMQ**” provided by Tencent Cloud is a distributed and highly available message queue service that can provide a reliable, message-based asynchronous communication mechanism, and can transmit information from different applications (or different components of the same application) in a distributed manner, and store it in a reliable and effective queue to prevent message loss. TDMQ for CMQ supports simultaneous reading and writing by multiple processes, and the sending and receiving do not interfere with each other, without requiring each application or component to be always in a running state.

1.2 Service Month

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

1.3 Total Minutes within the Service Month

“**Total Minutes within the Service Month**” is counted as the total number of days for a client under a Tencent Cloud account within the Service Month × 24 (hours) × 60 (minutes).

1.4 Service Unavailability

“**Service Unavailability**” refers to that within a certain minute, all client requests to call the API specified by the message queue CMQ version for message production/publishing, message consumption, and message confirmation failed.

1.5 Service Unavailability Minutes

“**Service Unavailability Minutes**” = Service Unavailability resolution moment - Service Unavailability start moment. Unavailability time refers to the time from when a Service failure occurs to when normal service is restored, including maintenance time.

If the Service failure lasts for more than 5 minutes, it will be included in the Service Unavailability Minutes. If the time from the start of the service failure to the restoration of normal is less than 5 minutes (that is, the instance is unavailable for no more than 5 minutes), it will not be counted in the Service Unavailability Minutes.

1.6 Unavailability Minutes within a Service Month

“**Unavailability Minutes within a Service Month**” refers to the sum of the Unavailability Minutes incurred by a client under a Tencent Cloud account in the Service Month.

1.7 Monthly Service Fee

“**Monthly Service Fee**” refers to the total amount of service fee paid by the customer for the TDMQ for CMQ Service under a Tencent Cloud account in a Service Month, excluding service fee paid but not consumed. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

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

2.2 Service Availability Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.95%. If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

For example, the Total Minutes within the Service Month of a Service is $30 \times 24 \times 60 = 43,200$ minutes. This means that there can be $43,200 - 43,200 \times 99.95\% = 21.6$ minutes of Service Unavailability Minutes.

3. Compensation Plan

3.1 Compensation Standards

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

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

Service Availability within a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

4. Disclaimer

For Service Unavailability or failure to meet the Service Availability Standard due to the following reasons, Tencent Cloud shall not be responsible for you:

- 4.1 The Services become unavailable due to reaching or exceeding the size limit of the purchased single business instance.
- 4.2 Unavailability due to system maintenance after Tencent Cloud notifies the customer in advance, including cutover, repair, upgrade and simulated fault drill.
- 4.3 Unavailability due to defects in data flow or management flow caused by the open source community .
- 4.4 Unavailability due to your application interface or data being attacked or caused by other improper behavior after Tencent Cloud has taken reasonable technical and organizational measures.
- 4.5 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.6 Unavailability or failure to meet the Service Indicator Standard not attributed to Tencent Cloud.
- 4.7 Unavailability due to loss or leakage of data, passwords, etc. caused by improper maintenance or confidentiality by yourself.
- 4.8 The message delivery delay caused by your own reasons, including but not limited to the accumulation of messages caused by your slow consumption and processing.
- 4.9 Timing message errors caused by your own reasons, including but not limited to errors caused by inconsistent server clocks and inconsistent time zones.
- 4.10 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 You understand that Tencent Cloud cannot guarantee that the Services are flawless, but Tencent Cloud will do its best to continuously improve the quality and level of the Services. Therefore, you agree that even if there are defects in the Services, if the above defects are unavoidable due to the technical level of the industry at that time, they will not be regarded as a breach of contract by Tencent Cloud. You agree to work with Tencent Cloud to resolve the above defects.

5.2 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid in the Service Month in which the Service Availability Standard is not met if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.3 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.

5.4 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for

matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

TDMQ for RocketMQ Service Level Agreement

최종 업데이트 날짜: : 2024-07-24 17:12:14

To use the Tencent Distributed Message Queue (“TDMQ”) for RocketMQ Service (the “Service(s)”), you shall read and comply with this TDMQ for RocketMQ Service Level Agreement (the “Agreement” or the “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimer clause, 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 shall 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” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 TDMQ for RocketMQ

“**TDMQ for RocketMQ**” is a distributed high-availability message queue service, which can provide a reliable, message-based asynchronous communication mechanism and transfer information between different applications (or different components of the same application) deployed in a distributed manner, and can be stored in a reliable and effective queue to prevent message loss. TDMQ for RocketMQ supports multiple processes to read and write at the same time, sending and receiving do not interfere with each other, and applications or components do not need to be running all the time.

1.2 Service Month

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

1.3 Total Minutes within the Service Month

“**Total Minutes within the Service Month**” is counted as the service days of a client under a Tencent Cloud account in a Service Month $\times 24$ (hours) $\times 60$ (minutes).

1.4 Service Unavailability

“**Service Unavailability**” means within 1 minute, all client requests that attempt to invoke the API specified by TDMQ for RocketMQ for message production/publishing, message consumption, and message acknowledgement fail.

1.5 Service Unavailability Minutes

“**Service Unavailability Minutes**” refer to the time difference between Service Unavailability resolution moment and Service Unavailability start moment. “Unavailability Time” refers to the time from the service failure moment to the returning-to-normal moment, including maintenance time.

Service Unavailability Minutes are counted only if the service failure time exceeds 5 minutes. If the time from the service failure moment to the returning-to-normal moment is less than 5 minutes (i.e. the actual Unavailability Time does not exceed 5 minutes), it shall not be counted in the Service Unavailability Minutes.

1.6 Unavailability Minutes within the Service Month

“**Unavailability Minutes within the Service Month**” refers to the sum of the Service Unavailability Minutes of a client under a Tencent Cloud account within a Service Month.

1.7 Monthly Service Fee

“**Monthly Service Fee**” means the cash service fees paid by a client for the TDMQ for RocketMQ under a Tencent Cloud account in a Service Month, excluding the purchased but unconsumed portion. Monthly Service Fee does not include the fees offset by vouchers, coupons, service fee deductions, etc.

2. Service Availability

2.1 Calculation Method of Service Availability

“**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 of the Services provided by Tencent Cloud shall not be less than 99.95% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 (Compensation Plan) of this Agreement.

Assuming that the Total Minutes within the Service Month for a Service is $30 \times 24 \times 60 = 43200$ minutes, there can be an Unavailability Time of $43200 - 43200 \times 99.95\% = 21.6$ minutes.

3. Compensation Plan

For the Services, if the Service Availability is lower than the Service Availability Standard, compensation can be obtained as per the following terms:

3.1 Compensation Standard

1. Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and after you receive the voucher, you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.
2. If the Service Availability Standard in this Agreement is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, and **the total amount of compensation shall not exceed the corresponding Monthly Service Fee paid by you for the Services for that respective month** (excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability in a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

4. Disclaimer

For Service Unavailability or Service Availability Standard not met caused by the following reasons, Tencent Cloud shall not be responsible for you:

- 4.1 Unavailability due to reaching or exceeding the limit of the actual size of the service purchased.
- 4.2 Unavailability due to system maintenance after Tencent Cloud notifies you in advance, including cutover, repair, upgrade, and simulated failure drills.
- 4.3 Unavailability due to defects in data flow or management flow caused by open source community.
- 4.4 Unavailability due to attacks or other misconduct on your application interfaces or data after Tencent Cloud takes reasonable technical and organizational measures.
- 4.5 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.6 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.7 Unavailability due to the loss or leakage of data, passwords, codes, etc. because of your improper maintenance or improper confidentiality.
- 4.8 Message delivery delay due to your own reasons, including but not limited to message accumulation caused by your slow message processing.
- 4.9 Scheduled message errors due to your own reasons, including but not limited to error caused by inconsistent server clocks and inconsistent time zones.
- 4.10 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 You understand that Tencent Cloud cannot guarantee that the Services are defectless, but Tencent Cloud will try its best to continuously improve the service quality and service level. Therefore, you agree that even if there are defects in the Services, if the aforementioned defects are unavoidable due to the technical level of the industry at that time, it will not be regarded as a breach of contract by Tencent Cloud. You agree to cooperate with Tencent Cloud to solve the above defects.

5.2 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

5.3 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.

5.4 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

CMQ Service Level Agreement

최종 업데이트 날짜: : 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 ($= 30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.95\%$), and the Service may be unavailable for 21.6 minutes ($= 43,200 \text{ minutes} - 43,178.4 \text{ minutes}$) 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)

최종 업데이트 날짜: : 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 $30 \times 24 \times 60 \times 99.95\% = 43178.4$ 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 $\div 24 \div 60 \times \text{downtime duration (in minutes)} \times 100$ 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)

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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 – Service Downtime within a Service Month 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 99.90%. 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
$99.9\% > Av \geq 99\%$	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 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

최종 업데이트 날짜: : 2024-01-26 17:20:59

Note:

This Service Level Agreement will officially come into effect from November 1, 2023, and until that date, the provisions of the previous version of the [COS Service Level Agreement](#) will be adhered to.

In order to use the Tencent Cloud Object Storage Service (the “Service”), you shall read and comply with this Tencent Cloud Object Storage Service Level Agreement (this “Agreement” or “SLA”) 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 Clauses.

Please carefully read and fully understand each provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, may be highlighted in bold, underlined, etc. 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 Object Storage, COS

Cloud Object Storage provides Customers with large-scale Web interface storage services. Customers can upload, download and manage data by calling the HTTP REST API provided by COS. Cloud Object Storage supports automatic scaling and is available on a prepaid or postpaid basis.

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 (as defined below) will be calculated separately for each Service Month.

1.3 Error Rate per 5 Minutes

Error Rate per 5 Minutes is the ratio of the number of Failed Request(s) (as defined below) returned by COS to the number of Customer's total request(s) in 5 minutes. It is calculated as follows:

$$\text{Error Rate per 5 Minutes} = \frac{\text{the number of Failed Request(s) in 5 minutes}}{\text{the number of Customer's total request(s) in such 5 m}}$$

1.4 Failed Request(s)

Refers to request(s) where the error code returned by COS is an internal server error code, including Internal Error (500 error) or Service Unavailable (503 error), but excluding the following situations:

1. Requests generated by calling the Get Bucket list (GetService) interface.
2. Requests that are executed asynchronously on the backend due to the configuration of cross-region replication, lifecycle rules.
3. Requests due to the timeout in the process of mirroring back to the origin station.
4. Requests due to the CallBack timeout.
5. Requests due to the UDF timeout.
6. Current limit requests due to triggering of frequency control.
7. Failed requests due to COS upgrades, changes, downtime.
8. Requests without authentication, with failed authentication, or in a state of out-of-service in arrears.
9. Customer-side requests for COS due to hacking.

1.5 Monthly COS Service Fee

Monthly COS Service Fee refers to the storage capacity, traffic, request, data retrieval or other storage management fees incurred for the use of Cloud Object Storage Service under a particular Tencent Cloud account of a Customer in a calendar month.

2. Service Availability

2.1 Calculation of Service Availability

Cloud Object Storage calculates the Service Availability of different storage types according to account and geography. For the same account in the same region, storage buckets and objects of the same storage type will be combined to calculate the Service Availability. The Service Availability of Cloud Object Storage is calculated as follows:

$$\text{Service Availability} = \left(1 - \frac{\text{Total Number of Error Rates per 5 Minutes within Service Month(s)}}{\text{Total Number of 5-minute units within Service Month(s)}} \right)$$

(Note: Total Number of 5-minute units within Service Month(s) = total number of days within Service Month(s) × 24 (hours) × 12)

2.2 Service Availability Standard

You can upload, download and manage data through the API, SDK, console or customer tools provided by Cloud Object Storage. For different storage types, Tencent Cloud promises that the Service Availability of COS will not be lower than the following standards:

Storage type	Service Availability
STANDARD	99.99%
MAZ_STANDARD	99.995%
STANDARD_IA	99.90%
MAZ_STANDARD_IA	99.95%
COLD/ARCHIVE/DEEP_ARCHIVE	99.00%
MAZ_COLD/ MAZ_ARCHIVE	99.50%
INTELLIGENT_TIERING	Adjust with tier transitions. In the high-frequency access tier, Service Availability may refer to STANDARD; in the low-frequency access tier, Service Availability may refer to STANDARD_IA.
MAZ_INTELLIGENT_TIERING	Adjust with tier transitions. In the high-frequency access tier, Service Availability may refer to MAZ_STANDARD; in the low-frequency access tier, service availability may refer to MAZ_STANDARD_IA.

In the event that the Service Availability within Service Month(s) fails to meet the above standards (except in the case of Disclaimer of Liabilities Clauses), you may file a work order claim against Tencent Cloud 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 Standard(s) 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 COS Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard**. The Monthly COS Service Fee herein does not include the fees deducted by vouchers, coupons, service fee reduction and exemption, etc.

Storage type	Service availability on a monthly basis	Compensation voucher amount
STANDARD	Less than 99.99% but equal to or higher than 99.90%	10% of total Monthly COS Service Fee
	Less than 99.90% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_STANDARD	Less than 99.995% but equal to or higher than 99.90%	10% of total Monthly COS Service Fee
	Less than 99.90% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
STANDARD_IA	Less than 99.90% but equal to or	30% of total Monthly COS

	higher than 95.00%	Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_STANDARD_IA	Less than 99.95% but equal to or higher than 99.00%	10% of total Monthly COS Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
COLD/ARCHIVE/DEEP_ARCHIVE	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee
MAZ_COLD/MAZ_ARCHIVE	Less than 99.50% but equal to or higher than 99.00%	10% of total Monthly COS Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30% of total Monthly COS Service Fee
	Less than 95.00%	50% of total Monthly COS Service Fee

The Standard of Compensation for INTELLIGENT_TIERING adjusts with tier transitions. When the INTELLIGENT_TIERING is in the high-frequency access tier, the Standard of Compensation may refer to STANDARD; when it's in the low-frequency access tier, the Standard of Compensation may refer to STANDARD_IA. When MAZ_INTELLIGENT_TIERING is in the high-frequency access tier, the Standard of Compensation may refer to MAZ_STANDARD; when it's in the low-frequency access tier, the compensation criteria may refer to MAZ_STANDARD_IA.

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 system maintenance or unavailability warnings with at least 7-day prior notice by Tencent Cloud.
- 4.2 Any failures caused by any networks, equipment or configurations that are not part of Tencent Cloud's facilities.
- 4.3 Any failures caused by attacks or any other misconduct on Customer's application interfaces or data.
- 4.4 Any failures caused by the Customer's negligent authorization, incorrect operation, the Customer's own equipment or third-party software or equipment.
- 4.5 Any failures caused by force majeure and accident.
- 4.6 The Service is unavailable or fails to meet the 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 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)

Note:

If you have questions about the calculation of availability, see [the COS availability calculation example](#).

CFS Service Level Agreement

최종 업데이트 날짜: : 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 × 24 (hours) × 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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)

Smart Data Processing Cloud Infinite Service Level Agreement

최종 업데이트 날짜: : 2024-07-24 10:31:39

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

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

1. Terms and Definitions

1.1 Tencent Cloud Cloud Infinite

[Cloud Infinite](#) provides users with various data processing services, including image processing, content review, media processing, AI recognition, document preview, etc. Users can process data through Tencent Cloud Console, Cloud Infinite SDK and Cloud Infinite API.

1.2 Service Month

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

1.3 Failed Request

Failed Request refers to request that fail to reach the Cloud Infinite server or cannot be returned normally after reaching the server due to a Cloud Infinite system failure.

1.4 Error rate per 5 minutes

Error Rate per 5 Minutes refers to the ratio of the number of Failed Requests returned by Tencent Cloud Cloud Infinite per 5 minutes to the total number of user requests within the 5 minutes. The specific calculation method is as follows:

$$\text{Error Rate per 5 Minutes} = \frac{\text{Failed Requests per 5 minutes}}{\text{total number of user requests per 5 minutes}} \times 100\%$$

2. Service Availability

2.1 Calculation of Service Availability

The calculation of Service Availability of Tencent Cloud Cloud Infinite Service is as follows:

$$\text{Service Availability} = \left(1 - \frac{\text{sum of Error Rate per 5 Minutes within the Service Month}}{\text{number of 5 minutes within the Service Month}}\right) \times$$

2.2 Service Availability Standard

Tencent Cloud Cloud Infinite promises that **the Service Availability of the Services shall not be less than 99.95%** (the "Service Availability Standard"). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to work order compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

For the Services, if the Service Availability is lower than 99.95%, you shall be entitled to compensation as per the following terms:

3.1 Compensation Standard

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

(2) If the Service Availability Standard is not met in a Service Month, the compensation will be calculated separately according to the corresponding Service Month, **and the total amount of compensation shall not exceed the**

corresponding Monthly Service Fee paid by you for the Services for the respective Service Month

(excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability within a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of the monthly service fee of Cloud Infinite
Less than 99% but equal to or higher than 95%	20% of the monthly service fee of Cloud Infinite
Less than 95%	50% of the monthly service fee of Cloud Infinite

3.2 Time limit for claims

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

(2) **The latest deadline for you to file a claim for compensation shall not exceed sixty (60) calendar days after the end of the corresponding Service Month that the Service Availability Standard is not met.**

If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

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 System maintenance or unavailability warnings after Tencent Cloud notifies users at least 7 days in advance.

4.2 Failures caused by the network, equipment, or configuration that are not Tencent Cloud facilities.

4.3 Failures caused by attacks on the user's application interface or data or other improper behavior.

4.4 Failures caused by the user's negligent authorization, incorrect operation, user-owned equipment or third-party software or equipment.

4.5 Failures caused by force majeure and unexpected events.

4.6 Service unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.7 Circumstances where Tencent Cloud can be exempted from liability or compensation liability as stated in relevant laws and regulations, relevant agreements, relevant rules or relevant rules and instructions separately issued by

Tencent Cloud.

5. Miscellaneous

5.1 The parties acknowledge and hereby agree that: under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

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 an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Database

Tencent Cloud Cloud Database Service Level Agreement

최종 업데이트 날짜: : 2024-06-19 17:17:57

To use the Cloud Database (High Availability Version) Service (the “Service(s)”) provided by Tencent Cloud to customers, you shall read and comply with this Tencent Cloud Cloud Database (High Availability Version) 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, data destructibility level indicators, compensation plans, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc. Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud Cloud Database Service

“Tencent Cloud Cloud Database Service” refers to the public cloud database services based on relational databases, distributed databases, time series databases, document databases, key-value databases, etc. provided by Tencent Cloud to meet the different needs of your various websites, applications and other scenarios This Agreement is only applicable to instances of the High Availability Version of the Tencent Cloud Database, which adopts a one-master-multiple-slaves high-availability architecture, with real-time hot standby, and provide automatic downtime detection and automatic fault transfer, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

1.2 Service Month

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

1.3 Service Unavailability

If all customer attempts to establish a specified cloud database instance or continuous read and write requests fail within a minute, and this status lasts for 1 minute or above, the cloud database instance service is deemed unavailable within that minute.

1.4 Unavailability Minutes for a Single Instance Service

“Unavailability Minutes” for a single instance = Instance unavailability resolution moment - Instance unavailability start moment. Unavailable time are calculated in minutes. Unavailability Minutes exceeding 1 minute but less than 1 minute are calculated as 1 minute. For example, if the Unavailability Minutes are 1 minute and 1 second, they are calculated as 2 minutes. If the time to restore the business failure is less than 1 minute (that is, the instance unavailability does not last more than 1 minute), it is not counted in the Unavailability Minutes.

1.5 Unavailability Minutes within a Service Month for a Single Instance Service

“Unavailability Minutes within a Service Month” refers to the sum of the Unavailability Minutes in the Service Month.

1.6 Total Minutes within the Service Month

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

1.7 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee consumed by you for a single instance in a Service Month, excluding the portion that has been purchased but not yet consumed. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions, etc. If you pay for multiple Monthly Service Fees at one time, the Monthly Service Fee will be calculated based on the number of months purchased.

2. Service Guarantee Indicators

2.1 Service Availability

“Service Availability” is calculated based on a single instance as follows: $\text{Service availability} = (1 - \text{Unavailability Minutes for a Single Instance Service within a Service Month} / \text{Total Minutes for a Single Instance Service within the Service Month}) * 100\%$

2.2 Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.95%. If the above Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

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

3.1 Compensation Standard

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

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

Service Availability within a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	15% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	30% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

3.3 Materials for Claims

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

- (1) The instance ID for which the Service is unavailable.
- (2) Duration of Service Unavailability and other relevant evidence.

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 the customer in advance, including cutover, repair, upgrade and simulated fault drill.

4.2 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.

4.3 Unavailability due to third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party suppliers.

4.4 The time consumed during the operation of a vector database instance under ultra-high performance (for the highest performance, refer to the performance documents of each product) when the response becomes slow, the system freezes, instance resources (i.e., CPU, memory, or IOPS) exceed the limit, or log replay (i.e., redo or recovery) occurs.

4.5 Connection or read/write failure or data loss caused by vector database instance arrears, incorrect password, improper security group configuration, different network types, or disk overuse.

4.6 Unavailability caused by loss or leakage of data, passwords, or other credentials due to your improper maintenance or inadequate confidentiality.

4.7 Unavailability due to incorrect operations caused by your negligence or operations authorized by you. For example, user-initiated restart, migration, etc.

4.8 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.

4.9 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud, which exempt Tencent Cloud from any liability or release Tencent Cloud from compensation liability, etc.

4.11 Unavailability due to other force majeure.

5. Customer Obligations

You shall not engage in any behavior that violates laws, regulations, or policies when using the Services. Once Tencent Cloud proactively discovers similar behavior or receives relevant complaints from a third party, Tencent Cloud has the right to suspend or terminate the Services at any time without assuming any liability. If Tencent Cloud suffers any losses as a result, you shall compensate for it.

6. Miscellaneous

6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. For matters not specified in this agreement, you shall comply with the provisions of the Tencent Cloud Service Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

TencentDB Service Level Agreement(New Version)

최종 업데이트 날짜: : 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 ($= 30 \text{ (day)} \times 24 \text{ (hour)} \times 60 \text{ (minute)} \times 99.95\%$), provided that the Service within a month may be unavailable for 21.6 minutes ($= 43,200 \text{ minutes} - 43,178.4 \text{ minutes}$).

(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)

최종 업데이트 날짜: : 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	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	<table> <tr> <th>Persistence</th><th>Service Credit</th></tr> <tr> <td>99.0% to < 99.95%</td><td>10%</td></tr> <tr> <td>95.0% to < 99.0%</td><td>25%</td></tr> <tr> <td>< 95.0%</td><td>50%</td></tr> </table>	Persistence	Service Credit	99.0% to < 99.95%	10%	95.0% to < 99.0%	25%	< 95.0%	50%
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>		
Service Credit	<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><tr><th>Service Credit</th></tr><tr><td>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</td></tr></table>	Service Credit	10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.
Service Credit			
10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.			

Elastic Cache Service Level Agreement

최종 업데이트 날짜: : 2024-08-01 09:39:43

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

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

1. Terms and Definitions

1.1 Tencent Cloud Elastic Cache Service

“Tencent Cloud Elastic Cache Service” refers to the database service provided by Tencent Cloud that is compatible with Redis and Memcached protocols and is used to meet your business needs in caching and other scenarios, subject to the Services you purchased and the service content provided by Tencent Cloud.

1.2 Service Month

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

1.3 Service Unavailability

If all your attempts to establish a connection with the purchased elastic cache instance fail within a minute, the Services of the elastic cache instance is deemed “Service Unavailability” within that minute.

1.4 Unavailability Minutes for a Single Instance

Unavailability Minutes for a Single Instance = instance unavailability resolution moment - instance unavailability start moment. Unavailable time are calculated in minutes. Unavailability Minutes exceeding 1 minute but less than 1 minute are calculated as 1 minute. For example, if the Unavailability Minutes are 1 minute and 1 second, they are calculated as 2 minutes. If the time to restore the business failure is less than 1 minute (that is, the instance unavailability does not last more than 1 minute), it is not counted in the Unavailability Minutes.

1.5 Unavailability Minutes within a Service Month

“**Unavailability Minutes within a Service Month**” refers to the sum of the Unavailability Minutes in the Service Month.

1.6 Total Minutes within the Service Month

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

1.7 Monthly Service Fee

“**Monthly Service Fee**” refers to the total amount of service fee consumed by you for a single instance in a Service Month, excluding the portion that has been purchased but not yet consumed. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions.

2. Service Availability

2.1 Service Availability Calculation Method

“**Service Availability**” is calculated based on a single instance as follows: $\text{Service Availability} = (1 - \text{Unavailability Minutes for a Single Instance within a Service Month} / \text{Total Minutes for a single instance within the Service Month}) * 100\%$

2.2 Service Availability Standard

Tencent Cloud provides the following Service Availability Standard (the “**Service Availability Standard**”): Service Availability of a single availability zone deployment in the same region shall not be less than 99.95%; Service Availability of multiple availability zones in the same region, and when the number of replicas (excluding the primary node) is greater than or equal to 2, shall not be less than 99.99%; for cache services deployed to multiple availability zones in multiple regions of Tencent Cloud through global replication, and the number of replicas of a single global replication instance (excluding the primary node) is greater than or equal to 2, and the primary instance role is enabled for all cache instances in the replication group, the Service Availability shall not be less than 99.999% (in this case, the time of service unavailability will be calculated according to the actual unavailability time, even if the duration of such unavailability is less than 1 minute). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

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

3.1 Compensation Standard

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

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

If there is a cache service deployed in a single available zone in the same region of Tencent Cloud, the following service levels and service credits apply to the use of the cache service by these customers:

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	30% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

If there is a cache service deployed in multiple availability zones in the same region of Tencent Cloud, and the number of replicas (excluding the primary node) is greater than or equal to 2, the following service levels and service credits apply to the use of the cache service by these customers:

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.99% but equal to or higher than 99.95%	10% of Monthly Service Fee
Less than 99.95% but equal to or higher than 99%	30% of Monthly Service Fee
Less than 99%	100% of Monthly Service Fee

If there is a cache service that is deployed to multiple availability zones in multiple regions of Tencent Cloud through global replication, and the number of replicas of a single global replication instance (excluding the primary node) is greater than or equal to 2, and the primary instance role is enabled for all cache instances in the replication group, the following service levels and service credits apply to the use of the cache service by these customers:

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.999% but equal to or higher than 99.99%	10% of Monthly Service Fee
Less than 99.99% but equal to or higher than 99.95%	30% of Monthly Service Fee
Less than 99.95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

3.3 Compensation Application Materials

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

- (1) The instance ID for which the Service is unavailable.
- (2) The duration of Service Unavailability and relevant evidence. It is recommended to provide screenshots of traffic indicators on the Tencent Cloud Observability Platform.

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 Normal maintenance notified in advance by Tencent Cloud, such as planned downtime for cutover, upgrade, drill, etc.
- 4.2 Unavailability due to network or equipment failure or configuration adjustment other than that of Tencent Cloud equipment.
- 4.3 Unavailability due to third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party suppliers.
- 4.4 The elastic cache instance responds slowly and the system freezes under ultra-high-performance pressure.
- 4.5 Unavailability due to your usage exceeds the specifications provided by the product (such as the number of network connections, memory capacity, etc.).
- 4.6 System unavailability due to isolation of Services due to arrears.
- 4.7 Unavailability due to the loss or leakage of data, passwords, etc. caused by your improper maintenance or improper confidentiality.
- 4.8 Unavailability due to incorrect operations caused by your negligence or operations authorized by you.
- 4.9 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.10 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.
- 4.11 Unavailability due to other force majeure.

5. Miscellaneous

5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you

have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

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 an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

DTS Service Level Agreement

최종 업데이트 날짜: : 2024-08-05 10:25:26

In order to use the Tencent Cloud Data Subscription Service (the “Service”), you shall read and comply with this Tencent Cloud Data Subscription 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 Data Subscription Service

Refers to the unified incremental data subscription services provided by Tencent Cloud to you with Tencent Cloud database as the core through the data subscription service in the Data Transmission Service products, including the data subscription service, data subscription SDK, etc. The specific content of the Service is subject to the service you have purchased and the service provided by Tencent Cloud. You can subscribe to the incremental data of Tencent Cloud database through the Service and consume it in the real time to achieve the application of incremental data by downstream systems.

1.2 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 7, there will be four (4) Service Months (the first Service Month from March 7 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 6). The Service Availability will be calculated separately for each Service Month.

1.3 Service Downtime Calculated in Minutes within a Service Month

If you continuously fail to consume all information through the Data Subscription SDK of the Service and the failure state lasts for more than 5 minutes, the minutes in the failure state will be counted as Service Downtime Calculated in Minutes within a Service Month (less than 1 minute will be counted as 1 minute). For example, if the failure status lasts for 6 minutes and 01 seconds, Service Downtime Calculated in Minutes is calculated as 7 minutes. The sum of Service Downtime Calculated in Minutes in a Service Month is Service Downtime Calculated in Minutes within a Service Month.

1.4 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).

1.5 Monthly Service Fee

Refers to the total service fee you pay for a single Data Subscription Service in a Service Month, excluding the amount you have purchased but not yet consumed. If you pay for several Service Months at once, the Monthly Service Fee will be apportioned based on the number of Service Months purchased.

2. Service Availability

2.1 Calculation of Service Availability

Service Availability shall be calculated on the basis of a single instance as follows:

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

The single instance refers to a data subscription instance created through the Tencent Cloud Data Subscription console.

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud 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.**

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 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 99.95% 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%	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 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, including system cutover, maintenance, upgrade and malfunction simulation test;

4.2 any failure or configuration adjustment of any network or equipment that is not attributable to Tencent Cloud;

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 and 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 delayed or dropped pushes due to usage exceeding the service capability limit of the current paid version;
- 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.

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 shall be entitled 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 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)

MongoDB Service Level Agreement

최종 업데이트 날짜: : 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.

Cloud Database for MySQL Service Level Agreement

최종 업데이트 날짜: : 2024-06-19 17:20:17

To use the Cloud Database for MySQL (High Availability Version and Financial Version) Service (the “Service(s)”) provided by Tencent Cloud to customers, you shall read and comply with this Tencent Cloud Cloud Database for MySQL (High Availability Version and Financial Version) 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, data destructibility level indicators, compensation plans, disclaimers, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc. Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. Terms and Definitions

1.1 Tencent Cloud Cloud Database Service

“Tencent Cloud Cloud Database Service” refers to the public cloud database services based on relational databases, distributed databases, time series databases, document databases, key-value databases, etc. provided by Tencent Cloud to meet the different needs of your various websites, applications and other scenarios. This Agreement is only applicable to instances of the High Availability Version and Financial Version of the Tencent Cloud Database, which adopt a one-master-multiple-slaves high-availability architecture, with real-time hot standby, and provide automatic downtime detection and automatic fault transfer, subject to the Services you purchase, and the service contents provided by Tencent Cloud..

1.2 Service Month

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

1.3 Service Unavailability

If all customer attempts to establish a specified cloud database instance or continuous read and write requests fail within a minute, and this status lasts for 1 minute or above, the cloud database instance service is deemed unavailable within that minute.

1.4 Unavailability Minutes for a Single Instance Service

“Unavailability Minutes” for a single instance = Instance unavailability resolution moment - Instance unavailability start moment. Unavailable time are calculated in minutes. Unavailability Minutes exceeding 1 minute but less than 1 minute are calculated as 1 minute. For example, if the Unavailability Minutes are 1 minute and 1 second, they are calculated as 2 minutes. If the time to restore the business failure is less than 1 minute (that is, the instance unavailability does not last more than 1 minute), it is not counted in the Unavailability Minutes.

1.5 Unavailability Minutes within a Service Month for a Single Instance Service

“Unavailability Minutes within a Service Month” refers to the sum of the Unavailability Minutes in the Service Month.

1.6 Total Minutes within the Service Month

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

1.7 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee consumed by you for a single instance in a Service Month, excluding the portion that has been purchased but not yet consumed. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions, etc.

2. Service Guarantee Indicators

2.1 Service Availability

“Service Availability” is calculated based on a single instance as follows: $\text{Service availability} = (1 - \text{Unavailability Minutes for a Single Instance Service within a Service Month} / \text{Total Minutes for a Single Instance Service within the Service Month}) * 100\%$

2.2 Service Indicator Standard

(1) Multi Availability Zone Deployment

The Service Availability of the **three-node multi availability zone** service provided by Tencent Cloud shall not be less than 99.99%.

The Service Availability of the **dual-node multi availability zone** service provided by Tencent Cloud shall not be less than 99.97%.

(2) Single Availability Zone Deployment

The Service Availability of the **three-node single availability zone** service provided by Tencent Cloud shall not be less than 99.97%.

The Service Availability of the **dual-node single availability zone** service provided by Tencent Cloud shall not be less than 99.95%.

If the above Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

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

3.1 Compensation Standard

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

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

Service Type	Service Availability within a Service Month	Compensation Voucher Amount
Three-Node Multi Availability Zone	Less than 99.99% but equal to or higher than 99.00 %	15% of Monthly Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30 % of Monthly Service Fee
	Less than 95.00%	100% of Monthly Service Fee
Dual-Node Multi Availability Zone/ Three-Node Single Availability Zone	Less than 99.97% but equal to or higher than 99.00%	15% of Monthly Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30 % of Monthly Service Fee

	Less than 95.00%	100% of Monthly Service Fee
Dual-Node Single Availability Zone	Less than 99.95% but equal to or higher than 99.00%	15% of Monthly Service Fee
	Less than 99.00% but equal to or higher than 95.00%	30 % of Monthly Service Fee
	Less than 95.00%	100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

3.3 Materials for Claims

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

- (1) The instance ID for which the Service is unavailable.
- (2) Duration of Service Unavailability and other relevant evidence.

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 the customer in advance, including cutover, repair, upgrade and simulated fault drill.
- 4.2 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 4.3 Unavailability due to third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party suppliers.
- 4.4 The time consumed during the operation of cloud database instance under ultra-high performance (for the highest performance, refer to the performance documents of each product) when the response becomes slow, the system freezes, instance resources (i.e., CPU, memory, or IOPS) exceed the limit, or log replay (i.e., redo or recovery) occurs.
- 4.5 Connection or read/write failure caused by cloud database instance arrears, incorrect password, improper security group configuration, different network types, or disk overuse.
- 4.6 Unavailability caused by loss or leakage of data, passwords, or other credentials due to your improper maintenance or inadequate confidentiality.
- 4.7 Unavailability due to incorrect operations caused by your negligence or operations authorized by you. For example, user-initiated restart, migration, etc.
- 4.8 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.9 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.10 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud, which exempt Tencent Cloud from any liability or release Tencent Cloud from compensation liability, etc.
- 4.11 Unavailability due to other force majeure.

5. Customer Obligations

You shall not engage in any behavior that violates laws, regulations, or policies when using the Services. Once Tencent Cloud proactively discovers similar behavior or receives relevant complaints from a third party, Tencent Cloud has the right to suspend or terminate the Services at any time without assuming any liability. If Tencent Cloud suffers any losses as a result, you shall compensate for it.

6. Miscellaneous

6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. For matters not specified in this agreement, You shall comply with the provisions of the Tencent Cloud Service Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

TDSQL-C MySQL Service Level Agreement

최종 업데이트 날짜: : 2024-06-28 14:56:49

To use the Tencent Cloud TDSQL-C MySQL Service (the “Service(s)”), you shall read and comply with this Tencent Cloud TDSQL-C MySQL 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. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc. Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement. By clicking “Agree” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 TDSQL-C MySQL Service

The “TDSQL-C MySQL Service” provided by Tencent Cloud refers to the public cloud database service based on relational database, cloud native database, etc. provided by Tencent Cloud to meet the different needs of your various websites, applications and other scenarios. This Agreement is only applicable to Tencent Cloud TDSQL-C MySQL instances, which adopt high-availability architecture, real-time hot standby, and provide automatic downtime detection and automatic fault transfer.

1.2 Service Month

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

1.3 Service Unavailability

If all customer attempts to establish a connection with the TDSQL-C MySQL instance or continuous attempts to read and write requests fail within a minute, and this status lasts for 1 minute or more, the cloud database instance service is deemed unavailable within that minute.

1.4 Unavailability Minutes for a Single Instance

Unavailability Minutes for a single instance = Instance unavailability resolution moment - Instance unavailability start moment. Unavailable time are calculated in minutes. Unavailability Minutes exceeding 1 minute but less than 1 minute are calculated as 1 minute. For example, if the Unavailability Minutes are 1 minute and 1 second, they are calculated as 2 minutes. If the time to restore the business failure is less than 1 minute (that is, the instance unavailability does not last more than 1 minute), it is not counted in the Unavailability Minutes.

1.5 Unavailability Minutes within a Service Month for a Single Instance

“Unavailability Minutes within a Service Month” refers to the sum of the Unavailability Minutes in the Service Month.

1.6 Total Minutes within the Service Month

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

1.7 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee consumed by you for the a single instance in a Service Month, excluding the portion that has been purchased but not yet consumed. If you pay for multiple months of service fees at one time, the Monthly Service Fee will be calculated based on the number of months purchased. The Monthly Service Fee does not include fees deducted by vouchers, coupons, service fee reductions, etc.

2. SERVICE GUARANTEE INDICATORS

2.1 Service Availability

“Service Availability” is calculated based on a single instance as follows: $\text{Service availability} = (1 - \text{Unavailability Minutes for a Single Instance within a Service Month} / \text{Total Minutes for a Single Instance within the Service Month}) \times 100\%$

2.2 Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than **99.99%** (the **“Service Indicator Standard”**). If the Service Indicator Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

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

3.1 Compensation Standards

(1) Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc. Once the above behavior is discovered, Tencent Cloud has the right to suspend or terminate the provision of the Services to you and recover from you the losses caused to Tencent Cloud due to the illegal use of vouchers. You shall bear the losses caused by this.

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

Service Availability for the Service Month	Compensation Voucher Amount
Less than 99.99% but equal to or higher than 99%	15% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	30% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

(1) If the Service Indicator Standard is not met in a Service Month, you may claim for compensation **only through the work order system of your corresponding account** after the fifth (5th) business day of the month following the end of the corresponding Service Month in which the Service Indicator 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 Indicator Standard is not met.** If you fail to file a claim for compensation within the aforesaid period, or file a claim after the aforesaid period, or file a claim in a manner other than that agreed in this Agreement, it shall be deemed that you have automatically waived your right to demand compensation and any other claims against Tencent Cloud, and Tencent Cloud reserves the right to decline your claim for compensation and shall not be liable for any compensation or indemnification to you.

3.3 Materials for Claims

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

(1) The instance ID for which the Service is unavailable.

(2) Duration of Service Unavailability and other relevant evidence.

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 the customer in advance, including cutover, repair, upgrade and simulated fault drill.
- 4.2 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 4.3 Unavailability due to third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party suppliers.
- 4.4 The time consumed during the operation of a vector database instance under ultra-high performance (for the highest performance, refer to the performance documents of each product) when the response becomes slow, the system freezes, instance resources (i.e., CPU, memory, or IOPS) exceed the limit, or log replay (i.e., redo or recovery) occurs.
- 4.5 Connection or read/write failure or data loss caused by vector database instance arrears, incorrect password, improper security group configuration, different network types, or disk overuse.
- 4.6 Unavailability caused by loss or leakage of data, passwords, etc. due to improper maintenance or confidentiality by yourself.
- 4.7 Unavailability due to incorrect operations caused by your negligence or operations authorized by you. For example, user-initiated restart, migration, etc.
- 4.8 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.
- 4.9 Unavailability or failure to meet the Service Indicator Standard not attributed to Tencent Cloud.
- 4.10 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.
- 4.11 Unavailability due to other force majeure.

5. CUSTOMER OBLIGATIONS

You shall not engage in any behavior that violates laws, regulations, or policies when using the Services. Once Tencent Cloud proactively discovers similar behavior or receives relevant complaints from a third party, Tencent

Cloud has the right to suspend or terminate the Services at any time without assuming any liability. If Tencent Cloud suffers any losses as a result, you shall compensate for it.

6. MISCELLANEOUS

6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services. If you have used the Services for more than 12 months, Tencent Cloud's compensation liability for breach of contract in aggregate shall not exceed the total amount of service fees you have paid for the Services in the past 12 months before the damage occurs.

6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud's modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Cloud Database Terms of Service

최종 업데이트 날짜: : 2024-06-19 17:21:59

This Terms of Service is an agreement between Tencent Cloud and you regarding your use of the database service (the “Service(s)”). To use the Services, you shall read and fully understand the terms and conditions of this Terms of Service. Limitations, disclaimers, and other terms involving your material rights and interests may prompt your attention in bold, underlined, etc.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Terms of Service. By confirming through the website, or accepting this Terms of Service in any other explicit or implicit manner, or using the Services, you are deemed to have read and agreed to be bound by this Terms of Service. This Agreement shall have legal effect between you and Tencent Cloud.

To use the Services, you shall comply with this Terms of Service, the [Tencent Cloud Service Agreement](#) and the Service Rules of the Services. The Service Rules shall be based on the content displayed on the Tencent Cloud official website or other relevant pages. You must understand the Service Rules in advance and operate in accordance with the Service Rules to ensure smooth use of the Services. “Service Rules” refer to the service terms, rules, instructions, standards, etc. related to the service content, service level, technical specifications, operation documents, billing standards, etc. of the Services.

1. Service Content

1.1 The Services are database service provided by Tencent Cloud. For detailed information about the specific service content, please refer to [the official website of Tencent Cloud](#). The Services include a variety of database products, and each product has different agreements on charging standards and service content. Please read the Service Rules carefully before activating the service and determine the specific service content to purchase or use based on your own needs and circumstances.

1.2 Tencent Cloud may provide specific Services or parts of Services (the “**Free Services**”) to eligible customers for various reasons such as customer repay and marketing promotions. You understand and agree that Free Services are additional discounts provided by Tencent Cloud to customers. The service content of Free Services (including but not limited to service standards, etc.) may differ from that of full-priced services. You need to pay attention to this and confirm that you agree to accept it. Otherwise, please do not use the Free Services.

2. Service Fee

2.1 The settlement method and billing standards of the Services are clearly stated on your ordering page. You should pay the service fees in full in advance or maintain a sufficient balance in your Tencent Cloud service account (the “**Account**”) in accordance with the Service Rules of the selected product to ensure continuous use of the service. Tencent Cloud will deduct the service fees from your Tencent Cloud account based on the price system in effect at the time as publicized on the page.

2.2 After the Services are activated, even if you have not added new service items or resources, and have not performed any new operations, some Services will continue to occupy resources and will therefore continue to incur charges. You should renew or close the Services in a timely manner.

2.3 Tencent Cloud reserves the right to stop providing Services and technical support to you, or to terminate Services and technical support, before you have paid all fees as agreed. At the same time, Tencent Cloud has the right to require you to pay the service fees that you have not paid before the termination of the Services.

2.4 Tencent Cloud may launch preferential measures such as “limited-time free”, “limited-time discount”, “limited discount”, “recharge discount” and free Services (collectively, the “**Preferential Measures**”) during a specific period due to various reasons such as marketing activities and product promotion. You understand and agree that these Preferential Measures may be temporary, phased or have quantity restrictions, or may only apply to customers who meet specific terms. You need to purchase and use the corresponding Services in accordance with the corresponding rules. Unless otherwise clearly stated in writing, Tencent Cloud's Preferential Measures cannot be applied simultaneously.

2.5 Unless we specify otherwise in a notice, the fees and charges for any new Services or new features of the Services will take effect when we publish the updated fees and charges on our official website. We may increase or add fees or charges for an existing Service you are using after giving you at least 30 days' prior notice.

3. Rules of Use

3.1 You shall comply with the laws and regulations of the country or region to which you belong and in which you are located, and obtain the registration, license or approval (if necessary) from the relevant departments in accordance with the regulations to ensure that you conduct business or non-business activities in accordance with the law, including but not limited to relevant laws, regulations and policy requirements that have been promulgated or will be promulgated in the future by the state and local governments.

3.2 You have the right to use the Services in accordance with this Terms of Service, but you must comply with relevant laws, regulations and the Service Rules when using the Services, and ensure that you have the business qualifications and capabilities required by the laws and regulations. You may not engage in any behavior that violates the laws and regulations or provide convenience for them.

3.3 When using the Services, you must maintain the order and security of the Internet and must not infringe upon the legitimate rights and interests of any entity (including but not limited to intellectual property rights, etc.).

3.4 Tencent Cloud provides you with the technical capabilities of the Services in accordance with the law. The information you need to use the Services should be collected and used by you in accordance with relevant laws and

regulations and this Terms of Service. The information you collect will be used entirely and only to meet your needs for using the Services.

3.5 If the business activities you conduct using the Services provided by Tencent Cloud require the permission or approval of relevant national authorities, you should obtain the relevant permission or approval. **You understand and acknowledge that any business or non-business activities require the permission or approval of relevant national authorities and should comply with the requirements of relevant national and local laws and regulations promulgated from time to time.**

3.6 Except as expressly permitted by Tencent Cloud, you may not modify, translate, adapt, rent, sublicense, disseminate on the information network, or transfer the services or software provided by Tencent Cloud, nor may you reverse engineer, decompile, or attempt to discover the source code of the services or software provided by Tencent Cloud in other ways.

3.7 If Tencent Cloud's Services involve the licensed use of third-party software, you agree to abide by the relevant license agreements.

3.8 You agree not to distribute email advertisements or spam (SPAM): You shall not use the Services provided by Tencent Cloud to distribute a large number of unwanted or unsolicited emails, electronic advertisements, or emails containing reactionary, pornographic, or other harmful information.

3.9 You agree not to use the resources and services provided by Tencent Cloud to upload, download, store, or publish the following information or content, and not to provide any convenience for others to publish such information (including but not limited to setting URLs, BANNER links, etc.):

Political propaganda or news information that violates national regulations.

Information involving state secrets or security.

Feudal superstition or obscene, pornographic, vulgar information or information that instigates crime.

Illegal Internet publishing activities such as prize-winning betting, gambling games, "private servers", and "plug-ins".

Information that violates national ethnic and religious policies.

Information that interferes with the security or operation of the Internet.

Information that infringes upon the legitimate rights and interests of others or other information or content that is detrimental to social order, public security, and public morals.

Other content that violates laws, regulations, departmental rules or national policies.

3.10 You agree not to conduct any behavior that undermines or attempts to undermine network security (including but not limited to phishing, hacking, online fraud, websites or spaces containing or suspected of spreading: viruses, Trojans, malicious codes, and suspected attacks on other websites and servers through virtual servers such as scanning, sniffing, ARP spoofing, DOS, etc.).

3.11 You agree not to make any changes or attempt to change the system configuration provided by Tencent Cloud or to undermine system security.

3.12 You agree not to engage in other illegal, irregular or behavior violating Tencent Cloud Terms of Service.

3.13 If Tencent Cloud finds that you have violated the above terms, it has the right to take appropriate measures according to the circumstances, including but not limited to immediate termination of Services, suspension of Services or deletion of relevant information. If a third-party organization or individual raises questions or complaints against you,

Tencent Cloud will notify you and you are responsible for explaining and providing supporting materials within the specified time. If you fail to provide contrary evidence or fail to provide feedback within the time limit, Tencent Cloud will take measures including but not limited to immediate termination of Services, suspension of Services or deletion of relevant information. If we fail to contact you because you fail to update your contact information in a timely manner or if your contact information is incorrect, it will also be deemed that you have failed to provide feedback within the time limit.

3.14 You should not install or use pirated software on Tencent Cloud Services or platforms; you bear full responsibility for the consequences of your actions (such as software installed by yourself and operations performed).

3.15 You are responsible for the integrity and confidentiality of the data you store on the Tencent Cloud platforms and the passwords and codes used to access and manage various products and Services on the Tencent Cloud platforms. You shall be solely responsible for any losses and consequences caused by the loss or leakage of the above data, passwords and codes due to your improper maintenance or improper confidentiality.

3.16 Please keep your data keys properly. Tencent Cloud Database Service will not store your data keys. This means that after you use the encryption function of Tencent Cloud Database to encrypt your data, if the data cannot be decrypted, Tencent Cloud will not be responsible for this. In addition, you can activate the Key Management Service. For details of the relevant service level agreement, please refer to [the Key Management Service \(KMS\) Service Level Agreement](#).

3.17 You shall submit to Tencent Cloud the contact persons for executing this Terms of Service and the list and contact information of the personnel who manage the user network and various products and services on the cloud platform and provide necessary assistance. If there are any changes to the above personnel, you shall update the changed information online and notify Tencent Cloud in a timely manner. You shall be responsible for any consequences arising from the untrue, inaccurate, or incomplete information provided by you and the actions or omissions of the above personnel.

3.18 You are responsible for the data content you store in the Tencent Cloud Database. Tencent Cloud reminds you to carefully judge the legality of the data content and supervise it. If the uploaded or stored content violates laws, regulations, departmental rules or national policies or endangers national security, all consequences and responsibilities caused by this will be borne by you. Tencent Cloud reserves the right to suspend or terminate your database service and delete the corresponding information without notifying you, without assuming any obligations and responsibilities.

3.19 You must keep the access log records of your website in accordance with the relevant local laws and regulations, including the content of the information published and its publishing time, Internet address (IP), domain name, etc., and provide them in cooperation with the relevant state authorities when they make inquiries in accordance with the law. You shall bear all legal responsibilities arising from failure to keep relevant records in accordance with the regulations.

3.20 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 the quality and level of the Services. Therefore, you agree that even if there are defects in the Services provided by Tencent Cloud, such defects are unavoidable given the technical level of the

industry at that time and will not be considered as a breach of contract by Tencent Cloud. You agree to work with Tencent Cloud to resolve the above defects.

3.21 Before you use the Tencent Cloud Database, you should carefully read the service description of the Services on the Tencent Cloud website and follow the relevant operating instructions. Please operate with caution and take the risk. Failure to follow the relevant instructions may result in consequences including but not limited to the deletion of the database, incorrect calculation results, and poor computing performance. You understand and acknowledge that you will be responsible for the consequences of your own operations.

3.22 For the sake of data security, some products or Services of Tencent Cloud Database may configure data backup and rollback functions for you. The specific backup and recovery time shall be subject to the documentation of each product. You are responsible for completing the configuration and planning of your database backup and rollback related functions.

3.23 You can use the user and authorization management function in some products to authorize all or part of your database operation permissions to one or more authorized accounts designated by you. All operations performed under any authorized account will be deemed to be performed by you through your own account. You understand and agree that the use of the user and authorization management function is the result of your independent and prudent judgment. You will be fully responsible for all operations under the authorized account and the results arising therefrom, and you will bear the corresponding service fees.

3.24 Tencent Cloud is only responsible for the operation and maintenance of the underlying parts below the database system and the software provided by Tencent Cloud, i.e., the relevant technical architecture and operating system of the cloud database service. You are responsible for the application part above the database.

4. User Data

4.1 You declare and guarantee that the data you process, store, upload, download, distribute and process in other ways through the services provided by Tencent Cloud are your user business data, and you fully own your user business data.

4.2 You are responsible for the source and content of your user business data. Tencent Cloud reminds you to carefully judge the legality of the source and content of the data. You shall bear all the consequences and responsibilities caused by the violation of applicable laws, regulations, departmental rules or national policies by your user business data. You declare and guarantee that: (1) you have all the rights required to provide user data to Tencent, authorize Tencent to use user data in accordance with the terms of service, and allow you to use relevant user data when using the service; (2) user data and your use of user data through the service do not violate any law or the rights of anyone.

4.3 Tencent Cloud will not make any unauthorized use or disclosure of user business data except for executing your service requirements and fulfilling this Terms of Service, except in the following circumstances:

Comply with applicable laws or protect the rights of Tencent;

Comply with valid court orders, lawful requests from governments or law enforcement agencies, or other requirements that Tencent Cloud cooperate with legal proceedings;

You and Tencent Cloud have reached an agreement separately.

4.4 You can delete, modify, and conduct other operations on your user business data. If you release the Services or delete the data on your own, Tencent Cloud will delete your online data and will no longer retain such data in accordance with your instructions. You should be cautious in deleting, modifying, and other operations on your data.

4.5 When the service period expires, or the Services are terminated early (including but not limited to early termination by mutual agreement of both parties, early termination due to other reasons, etc.) or you are in arrears, unless expressly stipulated by laws and regulations, required by the competent authorities or otherwise agreed by both parties, Tencent Cloud will continue to store your user business data (if any) only during a certain buffer period (subject to the time limit specified in the exclusive terms, product documentation, service description, etc. applicable to the service you ordered). Upon the expiration of the buffer period, Tencent Cloud will delete all user business data, including all cached or backup copies, and will no longer retain any of your user business data.

4.6 Once deleted, user business data cannot be recovered; you shall bear the consequences and responsibilities caused by the deletion of data. You understand and agree that Tencent Cloud has no obligation to continue to retain, export or return user business data.

4.7 To ensure the stability of your database resources, the backend system will periodically perform maintenance operations on the database resources that store your user business data during the maintenance time you set. During the maintenance time period, the relevant resources may experience a flash disconnection. Please ensure that the application has a reconnection mechanism. You can set the maintenance time period during the off-peak period of business according to business rules to avoid possible impact on the business during the maintenance process.

4.8 Based on the agreement between you and Tencent Cloud, Tencent Cloud stores user business data in the data center selected by you. Tencent Cloud abides by its security commitment to users and protects your data stored in the Tencent Cloud Data Center in accordance with applicable laws.

5. Intellectual Property

5.1 The trademark rights, copyrights or other intellectual property rights enjoyed by each party shall still belong to each party individually and will not be transferred to the other party or transferred to the joint enjoyment of both parties due to the signing or performance of this Terms of Service.

5.2 Each party shall respect the intellectual property rights of the other party or any third party. If any third party files a lawsuit or claims compensation against the other party due to infringement of its intellectual property rights or other legitimate rights and interests, the responsible party shall independently handle the relevant disputes, compensate the other party for the direct economic losses, and exempt the other party from liability.

5.3 The intellectual property rights related to the Services (including but not limited to trademarks, copyrights, patents, etc.) belong to Tencent Cloud (except for those that belong to a third party according to law). Your purchase or use of the Services does not result in the transfer of any intellectual property rights related to the Services.

5.4 The intellectual property rights of any information, technology, software, services, etc. provided to you by Tencent Cloud belong to Tencent Cloud (except those that belong to a third party according to law). You are only entitled to use

them in accordance with this Terms of Service and shall not infringe upon the relevant intellectual property rights of Tencent Cloud in any way. Unless Tencent Cloud expressly agrees, you have no right to copy, disseminate, transfer, license or provide others with the use of the above information, technology, software, services, etc. and their related intellectual property rights. You shall not crack, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or bypass any technical restrictions on the software and systems provided by Tencent Cloud.

6. Confidential Information

6.1 For the purpose of this Agreement, the parties have or will provide or disclose certain Confidential Information, where the party disclosing the Confidential Information is the “**Disclosing Party**” and the party receiving the Confidential Information is the “**Receiving Party**”.

6.2 “**Confidential Information**” refers to non-public information, information, data, materials, etc. held by the Disclosing Party and related to its business, operations, technology and rights, including but not limited to business plans, business information, technology-related knowledge and information, ideas, concepts, plans, provided goods or manufacturer information, customer information, personnel information, business plans, service prices and discounts, financial status and other business activities.

6.3 If the information learned by the Receiving Party from the Disclosing Party is marked or reasonably recognized as the Disclosing Party’s Confidential Information, the Receiving Party shall keep the Disclosing Party’s Confidential Information confidential and shall not disclose it to a third party or use it for purposes other than this Terms of Service in any manner without the Disclosing Party’s written consent. The Receiving Party shall treat the Disclosing Party’s Confidential Information with the same degree of care as it treats its own confidential information (and no less than the obligation of reasonable prudence).

6.4 Notwithstanding the foregoing agreement, the relevant information shall not be deemed as confidential information if any of the following circumstances is met:

Information that the Receiving Party already holds through legal channels or methods before the Disclosing Party discloses it to the recipient.

The information is already in the public domain, or is disclosed without the recipient’s violation of this Agreement.

Information that the Receiving Party lawfully learns from other third parties who are entitled to disclose the information and are not under any obligation to keep it confidential.

Information independently acquired or developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

6.5 If the Receiving Party needs to disclose the Disclosing Party’s Confidential Information in accordance with the law based on relevant laws, regulations, rules, or the requirements of the regulatory authorities, it shall not be deemed as a violation of this Agreement. At the same time, the Receiving Party shall strive to help the Disclosing Party effectively limit the scope of disclosure of the Confidential Information and protect the Disclosing Party’s legitimate rights and interests.

6.6 The confidentiality obligations of both parties shall remain valid during the validity period of this Terms of Service and after its expiration until the relevant information no longer holds any confidential significance.

6.7 Once a Confidential Information leak occurs, the parties shall cooperate to take all reasonable measures to avoid or mitigate the consequences of damage; if losses are caused to the Disclosing Party, the Receiving Party shall compensate the Disclosing Party for the direct economic losses caused thereby.

6.8 Tencent Cloud will protect your relevant information in accordance with the provisions of the published TencentCloud Privacy Protection Statement.

7. Use/Termination of Service

7.1 If the Services are prepaid, you must pay the corresponding service fee in advance according to the Service Rules before you can use the Services. If the Services are postpaid, you can use the Services in accordance with the Service Rules after submitting the activation application and passing it. Tencent Cloud will bill you based on your actual usage and directly deduct the equivalent amount from your account.

7.2. In the event of any of the following circumstances, Tencent Cloud will terminate the provision of the Services to you:

The parties terminate the Services by mutual agreement.

Due to changes in its own operating policies, Tencent Cloud terminate the Services under this Terms of Service in advance by issuing an announcement on the website, sending a notice on an appropriate page on the website, or sending you an in-site notice or written notice.

Due to your serious violation of this Terms of Service (including but not limited to a. your failure to perform payment obligations as agreed in this Terms of Service, b. your serious violation of the commitments made in this Terms of Service, c. your serious violation of legal provisions, etc.), Tencent Cloud has the right to unilaterally terminate the Services in accordance with the relevant provisions of this Terms of Service.

You understand and fully acknowledge that although Tencent Cloud has established (and will continue to improve in accordance with technological development) necessary technical measures to prevent matters or behaviors that endanger network security, including computer viruses, network intrusions and attacks (hereinafter collectively referred to as such behaviors), in view of the limitations and relativity of network security technology and the unpredictability of such behaviors, if you encounter such behaviors and it causes harm to Tencent Cloud or other networks or servers of Tencent Cloud (including but not limited to local, foreign and international networks, servers, etc.), or affects the smooth connection between Tencent Cloud and the international Internet or between Tencent Cloud and specific networks, servers and Tencent Cloud itself, Tencent Cloud may decide to suspend or terminate the Services.

Tencent Cloud may terminate this Terms of Service 30 days in advance by notifying you on [the Tencent Cloud official website](#) or by sending you a notice on the website or in writing. At that time, Tencent Cloud shall refund the amount you have paid but not spent to your Tencent Cloud account.

8. Limitation of Liability

8.1 You understand and agree that you may encounter the following situations that may cause service interruption during the use of Tencent Cloud Services. In the event of the following situations, Tencent Cloud shall promptly cooperate with relevant units to repair them, but Tencent Cloud will not be liable for any losses caused to you.

Force majeure includes but not limited to natural disasters, government actions, promulgation and adjustment of laws and regulations, unrest and other objective circumstances that are unforeseeable, unavoidable and insurmountable.

Reasons caused by basic operators include but not limited to technical adjustments by telecommunications departments, damage to telecommunications/power lines by others, and installation, transformation, and maintenance of telecommunications networks/power resources by telecommunications/power departments.

Network security incidents, such as computer viruses, Trojans or other malicious programs, and damage caused by hacker attacks.

You use Tencent Cloud Services in a manner not authorized by Tencent Cloud, you operate improperly, or your computer software, system, hardware, and communication lines occur malfunction.

Other situations that are not Tencent Cloud's fault and that Tencent Cloud cannot control or reasonably foresee.

Tencent Cloud needs to suspend the Services for a short period of time when performing server configuration and maintenance.

The access speed of your website is reduced due to congestion on the Internet.

8.2 If the performance of this Terms of Service is delayed or any party breaches the Terms of Service due to force majeure, reasons of the basic operator, network security incidents or other events beyond the reasonable control of the parties, neither party shall be liable for breach of contract. However, the affected party shall notify the other party as promptly as possible. If the aforementioned events hinder the performance of the Terms of Service for more than 30 days, either party may terminate the Terms of Service by giving the other party written notice 15 days in advance. If the Terms of Service is terminated due to this clause, neither party shall be liable for breach of contract.

8.3 You understand and agree that Tencent Cloud's Services are provided in accordance with the current status of existing technologies and conditions. Tencent Cloud will make every effort to ensure the continuity and security of the Services, but Tencent Cloud cannot guarantee that the Services it provides are flawless. Therefore, even if there are defects in the services provided by Tencent Cloud, if the above defects are unavoidable due to the technical level of the industry at that time, it will not be regarded as a breach of contract by Tencent Cloud, and it does not need to bear any responsibility. Both parties should work together in a friendly manner to solve the problem.

8.4 In any case, neither party shall be liable to the other party for any indirect, incidental, special or punitive damages and losses (such as loss of profits, loss of opportunity, fees paid to third parties, loss or damage to reputation/goodwill, etc.), whether based on contract, warranty, tort or any other liability theory, regardless of whether either party knew or should have known of the possibility of such losses or damages.

8.5 In any case, the total amount of compensation liability that Tencent Cloud bears to you based on this Terms of Service and the Services (whether based on contract, tort or any other liability theory) shall not exceed the total amount of fees you have paid to Tencent Cloud for the Services; if the service period of your use of the Services

exceeds 12 months, the maximum compensation liability of Tencent Cloud shall not exceed the total amount of fees you have paid to Tencent Cloud for the Services in the 12 months before the damage occurred (for the avoidance of ambiguity, the fees here refer to the actual cash you have paid for the actual duration/quantity of use of the Services, excluding prepaid but not actually consumed fees, vouchers, etc.). If this clause conflicts or is inconsistent with other agreements between the two parties or the Tencent Cloud Service Rules, this clause shall prevail.

9. Applicable Law and Dispute Resolution

The specific rules shall be subject to the [Tencent Cloud Service Agreement](#).

10. MISCELLANEOUS

10.1 Tencent Cloud reserves the right to modify this Terms of Service 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 Terms of Service, you have the right to stop using the Services and notify Tencent Cloud in writing. If you continue to use the Services, you shall be deemed to have accepted the modified Terms of Service.

10.2 This Terms of Service, as a supplement to the Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions of Tencent Cloud Service Agreement during your use of the Services.

10.3 Matters not covered by this Terms of Service shall be subject to the relevant provisions of the Tencent Cloud Service Agreement. In the event of a conflict or inconsistency between the terms of this Terms of Service and Tencent Cloud Service Agreement, this Terms of Service shall prevail, but only to the extent of such conflict or inconsistency.
(End)

Networking

Cloud Networking

Cross-region Interconnection Service Terms

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 2024-07-16 15:19:49

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 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, 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 \times 24 (hours) \times 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

Domain Name-Based CLB

The Service Availability of the Service of Domain Name-Based Public Network CLB ("Domain Name-Based CLB") 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 disclaimer 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) × 99.99% = 43195.68minutes; that is, the Service downtime of the instance in such month will be 43200 - 43195.68 = 4.32 minutes.

Other CLB

The Service Availability of the Service other than the Domain Name-Based CLB ("Other CLB") 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 disclaimer 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).

Domain Name-Based CLB

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.99\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	25% of the Monthly Service Fee
$95\% < Av$	100% of the Monthly Service Fee

Other CLB

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
$95\% > Av$	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. 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 malfunction 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, passcode or password due to improper maintenance or improper confidentiality measures of a user;
- 4.4 any negligence of or operation authorized by a user;
- 4.5 any failure by a user to configure a back-end server, or any anomaly of a back-end server;
- 4.6 any failure of a user to abide by user guide or suggestions for using Tencent Cloud products;
- 4.7 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;
- 4.8 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;
- 4.9 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;
- 4.10 any Service unavailability or failure of the Service to meet the availability standard 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 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

최종 업데이트 날짜: : 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:

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

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

Tencent Cloud Direct Connect Service Level Agreement

최종 업데이트 날짜: 2024-07-31 17:10:07

In order to use the Tencent Cloud Direct Connect Service (hereinafter referred to as the “Service”), you shall read and comply with this Tencent Cloud Direct Connect 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 Direct Connect (DC)

Refers to a solution provided by Tencent Cloud to connect your enterprise data center with Tencent Cloud, through which you may establish a private connection service that is completely isolated from the public network. The specific content of the services shall be subject to the Service you purchase, and the contents actually provided by Tencent Cloud.

1.2 Standard Architecture of the Tencent Cloud Direct Connect

Refers to the technical requirements of the standard access architecture of Direct Connect products provided by Tencent Cloud, i.e., in order to use the Tencent Cloud Direct Connect, the user needs to use at least two dedicated physical connections through physically separated paths that connect to Tencent Cloud’s access points at different geographical locations.

1.3 Single Direct Connect Instance

Refers to an instance of the Direct Connect through one single physical connection. A Single Direct Connect Instance may contain multiple Dedicated Tunnels and Direct Connect Gateways. Service Availability Rate shall be calculated separately for each Single Direct Connect Instance.

1.4 Service Unavailability

1.4.1 Calculation of Packet Loss Rate

The Packet Loss Rate shall be calculated by sending packets under the ICMP protocol between the connecting IP addresses on Tencent Cloud's end and the user's end, and assuming that 60 PING packets are sent in each 60-second period.

1.4.2 Service Unavailability Minutes

The Service is deemed to be unavailable in a Unit Time (each minute is a Unit Time) if, due to reasons attributable to Tencent Cloud, all of your attempts to communicate through a Single Direct Connect Instance failed in such Unit Time, (i.e., the Packet Loss Rate of the Single Direct Connect Instance is 100% according to the monitoring data of the Tencent Cloud). An instance of Service Unavailability will be counted towards the Service Unavailability Minutes only if it lasts for 1 minute or longer; any instance of Service Unavailability shorter than 1 minute will not be counted towards the Service Unavailability Minutes.

1.5 Service Unavailability Time

The Service Unavailability Time within a Service Month is the total of all Service Unavailability Minutes of a Direct Connect Instance in that Service Month.

1.6 Service Month

Service Month refers to each calendar month covered by service period of the Service you purchase. For example, if you purchase the Service for a period of three months with the Service commencement date on March 17, the Service period shall include four Service Months, i.e., the first Service Month is from March 17 to March 31, the second Service Month is from April 1 to April 30, the third Service Month is from May 1 to May 31, and the fourth Service Month is from June 1 to June 16.

1.7 Monthly Service Fee

The total Service Fee for a Single Direct Connect Instance in one Service Month shall exclude the portion of Service that you have purchased but not yet use. The Monthly Service Fee shall exclude the amount that is deductible under any vouchers and coupons and the amount otherwise reduced or exempted.

2. Service Availability/ Service Success Rate

2.1 Calculation of Service Availability/Service Success Rate

The Service Availability of the Direct Connection Service is calculated separately for each Single Direct Connect Instance with the following formula:

Service Availability = $\{(\text{Total number of minutes in a Service Month} - \text{Service Unavailability Minutes in the Service Month}) / \text{Total number of minutes of the Service Month}\} \times 100\%$.

For example: There are 30 days in the Service Month of April 2019, therefore, the total number of minutes in that Service Month is 30 days \times 24 hours \times 60 minutes = 43200 minutes; assuming the total Service Unavailability Minutes in that month is 15 minutes, the Service Availability Rate = $((43200 - 15) / 43200) \times 100\% \approx 99.97\%$.

2.2 Service Availability/Service Indicators Standard

The Service Availability Rate of this Service provided by Tencent Cloud should not be less than 99.95%. If the Service fails to meet the Standard (except under circumstances for release 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 is lower than the above 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 published by Tencent Cloud (including usage period, etc., subject to the voucher rules published on Tencent Cloud official website). Such voucher cannot be converted into cash and no invoice will be issued with respect thereof and the voucher may 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, and the portion otherwise deducted or exempted).

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 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 Liability

If the Service Unavailability is due to the following reasons, the time when the Service is un-available shall not be calculated into Service Unavailability Minutes and Tencent Cloud shall not undertake any liabilities with respect thereof, including compensation liabilities:

any system maintenance of Tencent Cloud for which a prior notice has been given to client, including any system cutting over, maintenance, upgrade and simulated failure drill;

any failure or configuration adjustment of network or equipment that are not owned by Tencent Cloud;

any circumstance where the client's application or data information suffers a hacker attack;

any improper configuration of the client's network device or route;

any loss or disclosure of data, password and security code because the client fails to properly keep or fails to take proper confidentiality measures with respect to the same;

any upgrade of the operating system independently carried out by the client;

any activities of the client's application or installation operation;

any negligence of the client or act authorized by client;

any force majeure or accidents.

any circumstance where the client fails to configure the system according to the Standard Architecture for Tencent Cloud Direct Connect provided by Tencent Cloud.

any circumstance where the Service is unavailable or falls short of the Standards due to reasons that are not attributable to Tencent Cloud; or

other circumstances where Tencent Cloud may be exempted from liabilities as set forth in the relevant laws and regulations, the relevant agreements, or the relevant rules and instructions separately issued by Tencent Cloud.

5. Miscellaneous

5.1 The Parties hereby acknowledge that if you suffer any losses in the process of use of the Service due to the breach of contract by Tencent Cloud, Tencent Cloud's total liabilities for compensation with respect to your loss shall not exceed the aggregate amount of the Service Fee you have paid for the corresponding Service.

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.

Tencent Cloud Direct Connect Service Agreement

최종 업데이트 날짜: : 2024-07-31 17:10:01

Welcome to the Tencent Cloud Direct Connect Service!

To use the Tencent Cloud Direct Connect Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Direct Connect Service Agreement (the “Agreement”), as well as the Policies and Norms-Tencent Cloud Service Agreement-Tencent Cloud Product Related Agreements-Document Center-Tencent Cloud (the “[Tencent Cloud Service Agreement](#)”) and other relevant agreements and rules. Before accepting this Agreement, please be sure to carefully read the entire contents of this Agreement, especially the terms including but not limited to limitation of liability and disclaimer clause. Limitation of liability and disclaimer clauses may be highlighted in bold or underlined for emphasis.

Please do not purchase or use the Services unless you have thoroughly read, fully understood, and accepted all the terms of this Agreement and the related agreements, rules, etc. By confirming through the website or accepting this Agreement in any other explicit or implicit manner, or using the Services in any way, you are deemed to have read and agreed to be bound by the aforesaid agreements and rules. In case of any violation of this Agreement, Tencent Cloud reserves the right to unilaterally restrict, suspend or terminate the Services to you, or take measures such as account banning (and no longer open), etc. Subscribed packages of the Services, whether used or not, shall not be allowed to be unsubscribed or refunded. Tencent Cloud reserves the right to hold you legally liable if any serious impacts or consequences have been caused. When you conclude or perform this Agreement, you also need to comply with the laws of the country or region where you belong and/or are located.

1. DEFINITIONS

1.1 The Services

The Services provides a fast and secure way to connect Tencent Cloud to users' local data center. Users can build a hybrid cloud network by using physical lines to access the network ports designated by Tencent Cloud. All direct connect functions have been provided with detailed function introductions and instruction documents on the Tencent Cloud website.

1.2 Physical Direct Line

“Physical Direct Line” refers to the physical line used by users to access Tencent Cloud.

2. SERVICE FUNCTION

The Services provided by Tencent Cloud include physical direct connect, logical link configuration and routing configuration, etc. For detailed functions, please refer to the detailed function introductions and instruction documents of the Services on the Tencent Cloud website.

3. SERVICE FEE

3.1 The Services mentioned in this Agreement shall be charged according to the actual number of successfully submitted direct connect.

3.2 The pricing rules and detailed prices of the Services shall be subject to the rules and prices published on the Tencent Cloud website.

3.3 Regarding the adjustment of pricing rules and detailed prices of the Services, you will be informed in advance by notice on the website or by email, etc. If you continue to use the Services, you shall be required to pay in accordance with the charging standards announced by Tencent Cloud.

4. SERVICE USAGE RULES

4.1 You have the right to use the Services and obtain Tencent Cloud's technical support and after-sales service in accordance with this Agreement.

4.2 You shall comply with relevant laws and regulations and service rules when using the Services on the Tencent Cloud Platform and ensure that you have the business qualifications and capabilities required by laws and regulations. You shall not engage in, including but not limited to the following behaviors, nor shall you facilitate any violation of laws and regulations:

Oposing the fundamental principles stipulated in the Constitution.

Damaging national security, leaking state secrets, subverting state power, or undermining national unity.

Harming national honor and interests.

Inciting ethnic hatred, discrimination, and undermining ethnic unity.

Undermining national religious policies, promoting cults and feudal superstitions.

Spreading rumors, disrupting social order, and undermining social stability.

Spreading obscenity, pornography, gambling, violence, murder, terrorism, or instigating crimes.

Insulting or slandering others, infringing on others' legitimate rights and interests.

Violating the "Seven Bottom Lines".

Containing other contents prohibited by laws and administrative regulations.

4.3 You shall maintain the order and safety of the Internet when using the Services on the Tencent Cloud Platform and shall not infringe on the legitimate rights and interests of any subject. You shall not engage

in or facilitate, including but not limited to, the following behaviors:

Committing fraudulent, false, or misleading behaviors, or committing behaviors that infringe on the intellectual property rights or any other legitimate rights and interests of others, such as “private servers”, “plug-ins”, etc.

Publishing or disseminating SPAM or any illegal or illicit information that endangers national order and security, contains feudal superstition, obscenity, pornography, vulgarity, etc.

Violating the operating regulations of networks, equipment or services connected to Tencent Cloud’s network;

Committing illegal or unauthorized access, theft, interference or monitoring.

Committing any behavior damaging or attempting to damage network security, including but not limited to malicious scanning of websites and servers, illegal intrusion into systems, and illegal acquisition of data by means of viruses, Trojan horses, malicious codes, phishing, etc.

Committing any behavior altering or attempting to alter the system configuration provided by Tencent Cloud Service or undermining system security; Using technical or other means to undermine or disrupt the operation of Tencent Cloud Service or the use of Tencent Cloud Service by others; Interfering or attempting to interfere with the normal operation of any Tencent Cloud product or any part or function in any way, or making, publishing, or disseminating the aforementioned tools, methods, etc.

Engaging in any business including but not limited to “DNS resolution”, “security services”, “domain name proxy”, “reverse proxy” or any other business that causes you to suffer frequent attacks (including but not limited to DDoS attacks), and fail to correct your behavior in a timely manner, or fail to eliminate the impact in accordance with Tencent Cloud’s requirements, thereby affecting Tencent Cloud’s service platform or others.

Committing other behaviors that undermine the order and security of the Internet.

5. RIGHTS AND OBLIGATIONS OF TENCENT CLOUD

5.1 Tencent Cloud reserves the right to supervise the configuration and content of the data transmitted by you through direct connect. Tencent Cloud reserves the right to hold you liable for breach of contract if you violate the laws, regulations or the provisions of [Tencent Cloud Direct Connect Review Standards](#) and use the Services to illegally provide third parties with data transmission services.

5.2 Tencent Cloud provides you with direct connect operation and maintenance services, including technical support, customer service, and data verification.

5.3 Tencent Cloud will keep confidential the data information (including but not limited to link configuration, routing configuration, etc.) that you store in its channels, and will not take advantage of the information technology and equipment of the Services to extract various information or use the aforesaid information for any purposes other than those specified in this Agreement.

6. SERVICE AUDITABILITY

Under current laws and regulations, for the purpose of cooperating with the supervision of government regulatory authorities or security forensic investigations, etc., you agree that Tencent Cloud shall, in compliance with the process and with complete formalities, provide the relevant authorities with relevant information of the Services you use, including the operation logs of the key components, operation records of maintenance personnel, operation records of customers, etc.

7. FAULT RECOVERY CAPABILITY

Tencent Cloud provides a professional team for 7 × 24 hours comprehensive maintenance and provides technical support through work orders and telephone guarantee, with comprehensive fault monitoring, alerting, positioning and fault recovery capabilities.

8. DISCLAIMER

8.1 You shall understand that using the channel of the Services involves network services from telecommunication carriers and the Internet, which may be affected by unstable factors in various aspects. Therefore, you agree that for any interruption, delay, or pause of the Services caused by power outages, billing system failures, computer errors or viruses, hacker attacks, theft, data loss, or other reasons beyond Tencent Cloud's reasonable control, Tencent Cloud shall not be liable for any responsibility.

8.2 Tencent Cloud reserves the right to regularly or irregularly overhaul or maintain websites or related equipment that provide network services. If such situations cause interruption or suspension of network services within a reasonable time, Tencent Cloud shall not be liable for any responsibility.

8.3 Tencent Cloud shall not be liable for any service interruption, or your loss caused by any of the following circumstances:

Occurrence of force majeure circumstances.

Hacker attack, computer virus invasion or attack.

The computer system be damaged, paralyzed or cannot be used normally.

Suspension or termination of the Services due to government control.

Other circumstances not caused by Tencent Cloud's fault.

9. MISCELLANEOUS

9.1 Both parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud be liable for any indirect, consequential, exemplary, incidental, or special damages arising from the use of

Services provided by Tencent Cloud, including any loss of profits suffered by you as a result of using Tencent Cloud Services (even if you have been informed of the possibility of such damages in advance). 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.

9.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the 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.

9.3 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, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

CCN Service Level Agreement

최종 업데이트 날짜: : 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)

The Cloud Connect Network (CCN) Service refers 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

If, due to any reason attributable to Tencent Cloud, all your attempts to establish communication between two regions or in a single region through designated CCN within one (1) minute fail (i.e., within one (1) minute and between such two regions or in such single region, the packet loss rate of the communications through the CCN of all instances associated with the CCN is 100%, the details of which is subject to the monitoring data of Tencent Cloud), it should be deemed that the CCN service between such two regions or in such single region within such one (1) minute is unavailable.

1.3 Service Downtime

Service Downtime within a Service Month between two regions or in a single region refers to the accumulated duration of Service Unavailability calculated in minutes between such two regions or in such single region within such month.

1.4 Service Month(s)

Service Month(s) refer to the calendar month(s) in which you use the Service after you subscribe to the Service. For example, if you subscribe to the Service on March 17, the first Service Month is from March 17 to March 31, and each of the subsequent Service Months is a calendar month, i.e., the second Service Month from April 1 to April 30, the third from May 1 to May 31, etc. The Service Availability will be calculated separately for each Service Month.

1.5 Monthly Service Fee

The monthly service fees paid by you within one (1) Service Month for a CCN instance between two regions or in a single region.

2. Service Availability

2.1 Calculation of Service Availability

The Service Availability is calculated on an instance basis between designated regions or in a single region as follows:

Service Availability = [(total time calculated in minutes within a Service period - Service Downtime calculated in minutes) / total time of a Service period calculated in minutes] × 100%

2.2 Standard of Service Availability

The Service has **three 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%

Note:

For Services within the same city, the Service level is default to Gold and cannot be changed.

For Services across cities, you may select among the three Service levels, i.e., Platinum, Gold, and Silver, when you create a CCN instance.

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 of a CCN instance between two regions or in a single region 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 of the CCN instance between such two regions or in such single region** (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 Level	Service Availability of a Service Month	Amount of Compensational Voucher
Platinum	99.99% > Service Availability \geq 99.95%	15% of the Monthly Service Fee
	99.95% > Service Availability \geq 99.50 %	30% of the Monthly Service Fee
	99.50% > Service Availability	100% of the Monthly Service Fee
Gold	99.95% > Service Availability \geq 99.50%	15% of the Monthly Service Fee
	99.50% > Service Availability \geq 99.00%	30% of the Monthly Service Fee
	99.00% > Service Availability	100% of the Monthly Service Fee
Silver	99.50% > Service Availability \geq 99.00%	15% of the Monthly Service Fee
	99.00% > Service Availability \geq 95.00%	30% of the Monthly Service Fee
	95.00% > Service Availability	100% of the Monthly Service Fee

Note:

The Monthly Service Fee in the above table refers to the relevant Monthly Service Fee charged for the relevant CCN instance between two regions or in a single region, and shall exclude any fee charged in the following circumstances: any Monthly Service Fee charged for any other CCN instance that meets the Service Availability Standard in a single region or between regions;

any Monthly Service Fee charged for such CCN instance between other regions or in another region where the Service Availability Standard is met. For example, if a CCN instance fails to meet the Service Availability Standard between Shanghai and Beijing in May, but meets the Service Availability Standard between Shanghai and Guangzhou, the amount of voucher to be compensated shall be the fees charged for that CCN instance between Shanghai and Beijing in May \times the applicable ratio of compensations.

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, or any exception of a backend service, of a client.
- 4.4 any improper network configuration of a client, including but not limited to the configurations of routing, ACL, security groups, and bandwidth throttling.
- 4.5 any failure of an instance associated with the CCN (e.g., a private line gateway, VPC, VPN and etc.) to meet its service availability standard, resulting in the failure to meet the Service Availability Standard of the CCN.
- 4.6 any circumstance where only one availability zone is involved during a party's communications through the CCN, e.g., where all private lines are connected to the same access point or all cloud-based services are deployed to the same availability zone.
- 4.7 any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client.
- 4.8 any application or installation operation of the client's, or any upgrade of the operation system by a client on its own.
- 4.9 any negligence of a client or any operation authorized by a client.
- 4.10 any failure of the client to follow the product documentations or suggestions of use.
- 4.11 any force majeure event or accident.
- 4.12 any Service Unavailability or failure of the Service to meet the availability standards 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 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

최종 업데이트 날짜: : 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:

$$\text{Service Availability} = ((\text{Total Time of a Service Period Calculated in Minutes} - \text{Service Downtime Calculated in Minutes}) / \text{Total Time of a Service Period Calculated in Minutes}) * 100\%$$

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	$99.95\% > Av \geq 99.00\%$	10%
	$99.00\% > Av \geq 98.00\%$	25%
	$98.00\% > Av$	100%
Gold	$99.50\% > Av \geq 99.00\%$	10%
	$99.00\% > Av \geq 95.00\%$	25%
	$95.00\% > Av$	100%
Silver	$99.00\% > Av \geq 98.00\%$	10%
	$98.00\% > Av \geq 95.00\%$	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

최종 업데이트 날짜: : 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
$99.95\% > Av \geq 99\%$	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 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)

GAAP Service Level Agreement

최종 업데이트 날짜: : 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
$\geq 99\%$ and $< 99.95\%$	10% of the Monthly Service Fee
$\geq 95\%$ 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 and Communication

CDN and Acceleration

CDN Service Level Agreement(New Version)

최종 업데이트 날짜: : 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. $\text{Error Rate within Unit Time} = \frac{\text{the number of failed requests within one Unit Time}}{\text{the total number of requests within such Unit Time}}$. 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 \times 24 (hour) \times 60 (minute).

2. Service Availability / Service Uptime Metrics

2.1 Calculation of Service Availability / Service Metrics

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

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
$99.9\% > Av \geq 99.0\%$	10% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard
$99.0\% > Av \geq 95.0\%$	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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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
$\geq 99.5\%$ and $< 99.9\%$	10% of the Monthly Service Fee
$\geq 99\%$ 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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
$99.7\% > Av \geq 99\%$	10% of the monthly service fee for the applicable month
$99\% > Av \geq 95\%$	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

최종 업데이트 날짜: : 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
$99.70\% > Av \geq 99\%$	10% of the monthly service fee for the applicable month
$99\% > Av \geq 95\%$	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).

StreamLive Service Level Agreement

최종 업데이트 날짜: : 2024-06-24 10:35:31

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

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

1. Terms and Definitions

1.1 Tencent Cloud StreamLive Service

“**Tencent Cloud StreamLive Service**” refers to a high-quality streaming platform provided by Tencent Cloud, which offers broadcast-level real-time online streaming media processing services. StreamLive is characterized by the utilization of Tencent Cloud's unique high-performance video encoding and compression algorithms. These algorithms help to save on transmission bandwidth while ensuring a superior viewing experience. By using this service, clients can create high-quality video streams, which can be distributed to various types of devices.

1.2 Service Month

“**Service Month**” refers to each natural month included in the service term of the Services you purchase. For example, if you purchase the Services for three months, and the date of service opening is March 17, then four Service Months are included, of which the first Service Month refers to March 17 to March 31, the second Service

Month refers to April 1 to April 30, the third Service Month refers to May 1 to May 31, and the fourth Service Month refers to June 1 to June 16. Service availability will be accounted separately for each Service Month.

1.3 Service Failure Rate

For active channels, provided there is valid input from the user, the “**Service Failure Rate**” refers to the number of outputs not produced due to failures in the StreamLive service within a unit of time, divided by the number of outputs that should have been produced by the StreamLive service. Here, the output refers to the output set for the channels in the StreamLive service. Service statistics of Tencent Cloud StreamLive take 5 minutes as a unit. The following scenarios do not constitute service failures caused by faults in the StreamLive service:

- (1) Service exceptions due to abnormal push/input streams.
- (2) Exceptions caused by account or domain name suspension due to content violation or non-compliance.
- (3) Unauthorized hotlinking and failed authentication due to reasons not attributed to Tencent Cloud.
- (4) Service Unavailability due to failure to follow the product usage documentation or usage recommendations of the Services.
- (5) Incorrect requests or Service Unavailability due to reasonable upgrades, changes or downtime initiated by the StreamLive service.

1.4 Service Unavailability

It is deemed as “**Service Unavailability**” within a unit time (5 minutes as a unit time) if the Service Failure Rate is more than 30% (excluding this number) within a unit time. It is counted as “**Service Unavailability Minute**” when Service Unavailability lasts for 10 minute or more. Minutes less than 10 minute are not counted as Service Unavailability Minutes. Service Unavailable Minute is measured according to the Failure Rate of the server side.

1.5 Service Unavailability Minute

“**Service Unavailable Time**” refers to the sum of the unavailable minutes of the StreamLive Service in the Service Month.

1.6 Large-Scale Business Surge

When you have a large-scale business surge, please inform Tencent Cloud in writing at least 3 working days in advance (you can inform the corresponding business personnel of Tencent Cloud by email), otherwise the availability may be affected. Tencent Cloud does not provide business availability commitments for large-scale business surges

that you do not notify in writing in advance as agreed, and Tencent Cloud will not be liable for any impact on service availability.

Surge indicator: Your average number of channels in the past month is more than or equal to 10, and on the day of the surge, the number of channels is more than or equal to twice the average number of channels in the past month.

1.7 Total Minutes within the Service Month

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

1.8 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fee under your Tencent Cloud account for the StreamLive in a Service Month. Please refer to the [billing description document](#) for more details.

2. Service Availability/Service Success Rate

2.1 Calculation of Service Availability

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

2.2 Service Availability Standard/ Service Success Rate Grade Indicator

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.7% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

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

3.1 Compensation Standard

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

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

Service Availability	Compensation Voucher Amount
Less than 99.70% but equal to or higher than 95.00%	5% of Monthly Service Fee
Less than 95%	10% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

3.3 Materials for Claims

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

- (1) Appid of the service unavailable account.
- (2) Service unavailable period and other relevant evidence.

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 Errors or playback failures due to the disabling of domain names or accounts resulting from your non-compliance with content regulations or other compliance issues.
- 4.2 Unavailability caused by loss or leakage of data, passwords, or other credentials due to your improper maintenance or inadequate confidentiality.
- 4.3 Unavailability due to your negligence or your authorized operation.
- 4.4 Unavailability due to a hacker attack on your website.
- 4.5 When you have a Large-Scale Business Surge, you need to notify Tencent Cloud in writing at least 3 working days in advance to apply for StreamLive service escort, otherwise Tencent Cloud will not be responsible for the impact on availability. Large-Scale Business Surge includes scenarios where your average number of channels in the past month is more than or equal to 10, and on the day of the business surge, the number of channels is more than or equal to twice the average number of channels in the past month.
- 4.6 Unavailability due to system maintenance after Tencent Cloud notifies the customer in advance, including cutover, repair, upgrade and simulated fault drill.
- 4.7 Unavailability due to your failure to change by the deadline, when Tencent Cloud follows the product specification and notifies you to cooperate with the change.
- 4.8 Video Play failure due to abnormal push/input streams.
- 4.9 Video Play failure due to expiration of the key or signature of the DRM/ encryption function enabled by you.
- 4.10 Unavailability due to any network, equipment failure or configuration adjustment other than the network and equipment of Tencent Cloud.
- 4.11 When your audio and video container format does not meet the definition of the container standard or is not clearly defined in the standard, resulting in incompatibility with Tencent Cloud's implementation, including but not limited to:

(1) The transcoded file conforms to the standard, but due to the limited decoder supported by the players, some players can not play normally.

(2) The packaging format and encoding format of the push video source do not meet the standards, and the video source cannot be played normally by VLC/ffplay/potplayer and other players.

4.12 In the case of abnormal audio and video streams, problems caused by Tencent Cloud's default processing methods include but are not limited to: interruption, data missing or delayed arrival, audio and video timestamp not strictly increasing according to frame rate, serious synchronization problems in source audio and video, I-frame size exceeding the default value of the platform, GOP exceeding the default size of the platform, etc.

4.13 Unavailability due to force majeure and accidents.

4.14 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.15 Unavailability due to Tencent Cloud account arrears.

4.16 The circumstances described in relevant laws and regulations, related agreements, applicable rules, or relevant rules and instructions separately issued by Tencent Cloud that exempt Tencent Cloud from any liability or release of compensation liability, etc.

4.17 Tencent Cloud provides solely StreamLive Service. Tencent Cloud shall bear no liability for any videos supplied by the user that violate applicable laws, regulations, governmental policies, or infringe upon third-party rights.

5. Miscellaneous

5.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

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 an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Cloud Rendering

CAR Service Level Agreement

최종 업데이트 날짜: : 2024-08-05 17:36:53

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 Concurrencies

If you purchase N CAR concurrencies, it means the Service will contain N cloud application rendering concurrencies. The Service Availability (as defined below) is calculated by CAR concurrencies.

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 concurrencies 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 ($=30 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes}$), the available time shall be no less than 42,768 minutes ($=30 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes} \times 99\%$), 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
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Less than 99% but is or higher than 97%:	Compensation is 5% of the Monthly Service Fee
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Less than 97% but is or higher than 95%:	Compensation is 10% of the Monthly Service Fee
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Less than 95%:	Compensation is 20% of the Monthly Service Fee
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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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 2022-09-22 11:16:04

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

최종 업데이트 날짜: : 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. $\text{Error Rate} = (\text{the number of Failed Requests within one minute} / \text{the Total Number of Requests within such minute}) \times 100\%$.

1.6 Service Downtime

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

1.7 Service Downtime Calculated in Minutes

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

2. Service Availability

2.1 Calculation of Service Availability

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

2.2 Service Availability Standard

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

3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made in the form of compensational service times (i.e., Captcha requests) by Tencent Cloud.

(2) Tencent Cloud will compensate you for 10 times the number of Failed Requests in the Failure Event of the Service Month, i.e., the number of compensational service times = the number of Failed Requests x 10. For example, if the

number of Failed Requests in the Failure Event of a Service Month in which the Service fails to meet the Service Availability Standard is 10, Tencent Cloud will compensate you for 100 Captcha requests ($=10 * 10$).

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation within two (2) months following the end of the applicable Service Month in which the Service Availability fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Disclaimer of Liabilities

If the service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1 the Service is unavailable due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;
- 4.2 the Service is unavailable due to the device, software or technology of you or any third party;
- 4.3 the Service is unavailable due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- 4.4 the Service is unavailable due to your violation of any Tencent Cloud product policy or documentation;
- 4.5 the Service is unavailable due to your non-payment, delay in payment or refund;
- 4.6 the Service is unavailable due to your illegal use of Tencent Cloud products;
- 4.7 the Service is unavailable due to the maintenance or upgrade of any network, hardware or service, but Tencent Cloud will notify you in advance of the schedule of such maintenance and upgrade;
- 4.8 the Service is unavailable due to any event of force majeure;
- 4.9 the Service is unavailable due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or terms of service, rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

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

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

Anti-Cheat Expert PC Game Anti-Cheating Service Level Agreement

최종 업데이트 날짜: : 2024-08-06 14:56:15

In order to use the ACE PC Game (Windows) Hardening Service/ Anti-Cheat Service (the “Service”), you shall read and comply with this ACE PC Game (Windows) Hardening Service/ Anti-Cheat Service Level Agreement (this “Agreement”, or this “SLA”) and the [Terms of Service | Tencent Cloud](#). 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 ACE PC Game (Windows) Hardening Service/ Anti-Cheat Service

The Service refers to the ACE PC Game (Windows) Hardening Service (such as code encryption, anti-debugging, anti-injection, and prevention of multiple instances) and Anti-Cheat Service (such as anti-speed hack, anti-auto clicker, cheat sample detection) 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 Service Availability will be calculated separately for each Service Month.

2. Service Availability

2.1 Calculation of the Service Availability

Service Availability = 100% - (Total Downtime within Service Month / Total Service Time in the Month) * 100%

Where:

1) Total Downtime within Service Month refers to the total time within one service month when the service was unavailable for more than 10 minutes at a stretch.

Note :

①Times less than 10 minutes, game maintenance periods, and times when the service is shut down after agreement with the game team, are not included in the downtime.

For example, if Issue A lasts more than 10 minutes, reaching 15 minutes, then 15 minutes are counted as downtime. If Issue B lasts for 6 minutes, it is not counted as downtime.

②If the game has not been integrated with the service as required, it is not counted as service downtime.

2) Total Service Time in the Month refers to the total time the service is provided within a month.

3) If the ACE PC Game (Windows) Hardening Service/Anti-Cheat Service faces issues lasting more than 10 minutes, affecting the actual online protection effectiveness of the game, such periods are counted as service downtime. Issues include:

①The overall failure of the online client's security service/anti-cheat service. However, if individual cheat functions are upgraded and cause the protection function not to be fully effective, it is considered a normal operational phenomenon and not included in the service downtime.

②The anti-cheat service's cheater list is not pushed as scheduled, meaning the cheater list was detected but not pushed normally. However, if the game's security status is decent and there are no cheats detected, hence no list is pushed, it is considered a normal phenomenon and not included in the service downtime.

For example, if the client hardening solution provided service throughout January and the total downtime was 30 minutes, then:

For January, Total Service Time = 312460 minutes = 44,640 minutes

Service Availability = 100% - [30 / (312460)] * 100% = 99.933%

3. Compensation Plan

In respect of the Service, if the Service Availability is lower than **99%**, 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 following 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).

Monthly Service Availability	Compensation Voucher Amount
Below 99% but equal to or above 95%	5% of the monthly service fee
Below 95% but equal to or above 90%	10% of the monthly service fee
Below 90% but equal to or above 85%	25% of the monthly service fee
Below 85%	100% of the monthly service fee

Monthly Service Fee:the fees incurred by a client for using ACE PC Game (Windows) Hardening Service/ Anti-Cheat Service under certain Tencent Cloud account within a calendar month. If a client has paid service fees for multiple months in a lump sum, the Monthly Service Fee will be calculated by dividing the service fees by the number of the months the client paid for.

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 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 unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud; any Failed request caused by force majeure.
- 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.

5. End User Data

For the purposes of improving and optimizing the models and algorithm which this Feature and other Tencent Cloud features rely upon, we will need to process personal data, which may include sensitive personal data of your end users to the extent this is provided by you to us. In proceeding to install the Service, you represent, warrant and undertake that you shall provide all required disclosures and obtain on our behalf and maintain all necessary consents (including explicit consent, if applicable) from the relevant individuals in respect of such processing, and comply with all requirements under the **Terms of Service | Tencent Cloud** in respect to the processing of end user data. You agree that you will adhere to any Tencent Cloud's request for proof of such collection and disclosure. You also agree that you will indemnify and hold Tencent harmless from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Tencent arising directly or indirectly from a breach of this requirement.

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 Terms of Service | Tencent Cloud, 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)

Mobile Game Hardening and Anti-Cheating Service Level Agreement

최종 업데이트 날짜: : 2024-08-06 16:32:43

1. ACE Mobile Game Hardening and Anti-Cheating Services

You are welcome to use the Tencent Game Security ACE Platform (“ACE”) mobile game hardening and anti-cheating services (the “Service(s)”).

This Service Level Agreement (“SLA”) specifies the availability level indicators and compensation plan for the mobile game hardening and anti-cheating services provided by ACE to customers, and does not apply to other services provided by ACE.

This Agreement has come into effect on July 5, 2024.

2. Service Guarantee Indicators

2.1 Service Availability

ACE mobile game hardening and anti-cheating services promise 99.9% Business Availability.

“Business Availability” = Business Availability Time within the mobile game hardening and anti-cheating Service term / Total service time within the mobile game hardening and anti-cheating service term × 100%. (If not specified, the default service term is one year)

Specific Matters	Definition of “Business Availability Time” During the Mobile Game Hardening and Anti-Cheating Service Term
ACE Platform	During the service term of the Services, you can access the ACE official website and console;
Hardening	During the service term of the Services, ACE can successfully reinforce the game package without causing the game to crash;
Anti-cheating	During the service term of the Services, the ACE console can view data, the SDK is available, and the game will not crash;
Anti-cheating API	During the service term of the Services, the interface can return success normally and will not cause the game to crash;
Server SDK	During the service term of the Services, data can be forwarded successfully without causing the game to crash;

Dynamic
Countermeasures

During the service term of the Services, cheating data can be viewed in the ACE console without causing the game to crash.

3. Compensation Plan

3.1 Applicable Scope

The compensation plan is applicable to the situation where the user's mobile game reinforcement and anti-cheating services cannot be used normally or are completely inaccessible due to ACE failure, and the user requires ACE to provide compensation for the accident or failure.

3.2 Principles of Compensation Standard

$99\% \leq \text{Service Availability} < 99.9\%$, Free extension of the Services for the game for 1 month;

$\text{Service Availability} < 99\%$, Free extension of the Services for the game for 3 months.

Note: The following situations are not included in the scope of compensation:

Service unavailability during routine system maintenance hours;

Service unavailability due to customer reasons, third-party reasons or force majeure.

3.3 Miscellaneous

ACE reserves the right to modify some of the terms of service of this Agreement according to any changes. Changes related to customers use will be pushed by email, announcement or other forms. If you do not agree with ACE's modification to this SLA, you have the right to stop using the ACE mobile game hardening and anti-cheating services. If you continue to use the Services, you shall be deemed to have accepted the modified SLA.

Application Security

WAF Service Level Agreement

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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

DSGC Service Level Agreement

최종 업데이트 날짜: : 2024-07-24 20:05:00

In order to use the Tencent Cloud Data Security Governance Center Service (the “Service”), you shall read and comply with this Tencent Cloud Data Security Governance 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 Governance 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 = {(Total number of minutes within Service Month(s) – Service Downtime within Service Month(s) Calculated in Minutes) / Total number of minutes within Service Month(s)} × 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 Governance 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

최종 업데이트 날짜: : 2024-08-01 16:56:51

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: $\text{Error Rate Per Five Minutes} = \frac{\text{the number of Failed Requests per five minutes}}{\text{the total number of Valid Requests per five minutes}} \times 100\%$

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

최종 업데이트 날짜: : 2021-12-24 14:42:04

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

최종 업데이트 날짜: : 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)

RCE Service Level Agreement

최종 업데이트 날짜: : 2024-08-05 19:26:39

To use the Tencent Cloud Risk Control Engine Service (the “Service(s)”), you shall read and comply with this Tencent Cloud Risk Control Engine 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, disclaimer clause, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations 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” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 “**Risk Control Engine Service**” provided by Tencent Cloud refers to the services provided by Tencent Cloud based on the authorized business data provided by you, and combined with Tencent’s technology capability of business security risk analysis to help you carry out business security risk control and defense, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

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

1.3 “**Failed Request**” refers to the normal request that does not reach the service server due to the failure of the service system.

1.4 “**Valid Total Request**” refers to all requests received by the server side of the Services.

1.5 “**Error Rate**” = (Failed Requests per minute/Valid Total Requests per minute) × 100%.

1.6 “**Service Unavailability**” is counted within 1 minute if the Error Rate of the Services in this minute is greater than 1%.

1.7 “**Service Unavailability Time**” refers to the time difference between Service Unavailability resolution moment and Service Unavailability start moment. Each Service Unavailability Time is counted in minutes, and the part of less than 60 seconds is counted as 1 minute. For example, if the Service Unavailability start moment is January 10,

14:01:01, and the Service Unavailability resolution moment is January 10, 15:01:29, the Service Unavailability Time is 60 minutes and 28 seconds. Because 28 seconds is less than 1 minute, it shall be counted as 1 minute. Therefore, the actual Service Unavailability Time is 61 minutes.

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

1.9 **“Unavailability Minutes within the Service Month”** refers to the sum of the minutes of Service Unavailability Time within the Service Month.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

“Service Availability” = $(1 - \text{Unavailability Minutes within the Service Month} / \text{Total Minutes within the Service Month}) \times 100\%$.

2.2 Service Availability Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

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

3.1 Compensation Standard

(1) Compensation will be provided in the form of call times compensated by Tencent Cloud, and you must comply with the usage rules of the Services (including usage period, etc., subject to the related rules published on the website of Tencent Cloud). The call times compensated cannot be exchanged for cash, or be accompanied by invoices. Such call times can only be used for the Services through your corresponding cloud account. The call times cannot be transferred or gifted, etc.

(2) If the Service Availability Standard in this Agreement is not met in a Service Month, call times will be compensated according to the number of Failed Requests during the Service Unavailability Time, and the compensation will be calculated separately according to the corresponding Service Month. The total number of call times compensated shall not exceed the corresponding call times used by you for the Services for that respective month. The number of call times compensated = the number of Failed Requests during the Service Unavailability Time × 10.

3.2 Time Limit for Claims

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

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

3.3 Materials for Claims

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

- (1) Instance ID of the Service Unavailability.
- (2) Service Unavailability Time and other relevant certificates.

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 product usage documentation or usage recommendations.
- 4.7 Failed Request, suspension or termination of services due to your violation of the Tencent Cloud Service Agreement, usage rules, terms of service of the Services, etc.
- 4.8 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.9 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 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services. If you have used the Services for more than 12 months, Tencent Cloud's aggregated liability shall not exceed the total fees you have paid to Tencent Cloud for the Services during the 12-month period prior to the occurrence of the damage (for the avoidance of doubt, such fees refer to the cash you have paid actually for using the Services, excluding vouchers and prepaid but unutilized fees, etc.).

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 an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Network Security

Anti-DDoS Service Level Agreement

최종 업데이트 날짜: : 2024-07-08 10:35:00

To use Tencent Cloud Anti-DDoS Service (the “Service(s)”), you shall read and comply with this Anti-DDoS Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimer clauses, 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” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Tencent Cloud Anti-DDoS Service

“Tencent Cloud Anti-DDoS Service” refers to the anti-DDoS service provided by Tencent Cloud for the DDoS advanced package instances and the DDoS advanced IP instances you purchase, subject to the Services you purchase, and the service contents provided by Tencent Cloud.

1.2 Service Unavailability

“Service Unavailability” refers to packet loss rate higher than 20% or TCP connection success rate lower than 30% caused by Anti-DDoS Service system, which is not applicable to the availability of the entire link (e.g. full bandwidth of the customer's source station, computer room failure of the customer's source station, etc.).

1.3 Service Unavailability Minutes

“Service Unavailability Minutes” refers to the sum of unavailability minutes of the Anti-DDoS Service within a Service Month. The Anti-DDoS Service regards each minute as a sampling point, and the sum of sampling points for which the Anti-DDoS Service is unavailable within a Service Month is the sum of Service Unavailability Minutes.

1.4 Service Month

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

2. Service Availability/Service Success Rate

2.1 Calculation of Service Availability/Service Success Rate

“Service Availability” = (Total minutes within the Service Month – Service Unavailability Minutes) / Total minutes within the Service Month x 100%.

2.2 Service Availability/Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.9% (the “**Service Availability Standard**”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

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

3.1 Compensation Standard

1. Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.
2. If the Service Availability Standard 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** (the “**Monthly Service Fee**”, excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability within a Service Month	Compensation Voucher Amount
Less than 99.9% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee

Less than 95%

100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

3.3 Application Materials for Compensation

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

- (1) A detailed event description report.
- (2) Details of date, time, duration and other related details of Service Unavailability, cleaning time or proportion of normal traffic.
- (3) If your claim for compensation is based on abnormal proportion of normal traffic, you should provide snatching documents lasting at least one hour that can clearly prove the existence and quantity of abnormal traffic.
- (4) Other information that Tencent Cloud requests from you for reasonable reasons.

4. DISCLAIMER

For Service Unavailability caused by the following reasons, the corresponding Service Unavailability Minutes do 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 or failure to meet the Service Availability Standard due to security threat, fraud or other illegal acts caused by you or your end users to the Services provided by Tencent Cloud.
- 4.2 Unavailability or failure to meet the Service Availability Standard due to the equipment, software or technology of you or any third party (not directly controlled by Tencent Cloud).

- 4.3 Unavailability or failure to meet the Service Availability Standard due to your failure to use the products in accordance with the configuration of Tencent Cloud.
- 4.4 Unavailability or failure to meet the Service Availability Standard due to your breach of any Tencent Cloud product terms.
- 4.5 Unavailability or failure to meet the Service Availability Standard due to your non-payment or arrears.
- 4.6 Unavailability or failure to meet the Service Availability Standard due to severe network operator failure.
- 4.7 Unavailability or failure to meet the Service Availability Standard due to your failure to comply with regulations or illegal use of Tencent Cloud products.
- 4.8 Unavailability or failure to meet the Service Availability Standard due to the problems of various source stations at the back end of the Anti-DDoS Service (such as full bandwidth of the source station, IP exposure of the source station, computer room failure of the source station, link network jitter of the source station, etc.).
- 4.9 Unavailability or failure to meet the Service Availability Standard due to maintenance or upgrade of network, hardware or Services (Tencent Cloud will give you advance notice of the maintenance schedule in accordance with reasonable commercial principles).
- 4.10 Unavailability or failure to meet the Service Availability Standard due to force majeure.
- 4.11 Unavailability or failure to meet the Service Availability Standard due to traffic attack that exceeds the specifications of the Anti-DDoS Service you purchase, resulting in a black hole in IP.
- 4.12 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.
- 4.13 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 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.**
- 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 an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency.

EdgeOne Service Level Agreement

최종 업데이트 날짜: : 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

최종 업데이트 날짜: 2024-07-30 12:10:21

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:

3.1 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 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

최종 업데이트 날짜: : 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)

Elastic MapReduce Lite HBase Service Level Agreement

최종 업데이트 날짜: : 2024-07-30 16:18:57

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

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

1. Terms and Definitions

1.1 Elastic MapReduce Lite HBase Service provided by Tencent Cloud

“Elastic MapReduce Lite HBase Service” refers to the managed HBase instance services Tencent Cloud provides you, which are compatible with HBase standard API. Tencent Cloud Elastic MapReduce Lite HBase provides you with instance creation, instance scaling, monitoring and alarm functions, subject to the Services you purchased and the service content provided by Tencent Cloud.

1.2 Definitions Related to Services

1.2.1 Service Month

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

1.2.2 Service Unavailability

“Service Unavailability” refers to that all attempts to establish a connection to a specified Lite HBase instance fail for a period of one (1) minute.

1.2.3 Total Minutes within the Service Month

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

1.2.4 Unavailability Minute within the Service Month

As described in Section 1.2.2, if the Services are unavailable within a certain minute, then that one minute will be counted as **“Unavailability Minute within the Service Month”**. If a connection is successfully established with the designated Lite HBase instance within that one minute, that one minute will still be counted as **“Availability Minute within the Service Month”**.

1.2.5 Monthly Service Fee

“Monthly Service Fee” refers to the total amount of service fees you pay for the Services in the Service Month, excluding the portion that has been purchased but not consumed. The Monthly Service Fee does not include the fees deducted by vouchers, coupons, service fee reductions, etc.

2. Service Availability

2.1 Calculation of Service Availability

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

2.2 Service Availability/Service Indicator Standard

The Service Availability of the Services provided by Tencent Cloud shall not be less than 99.9% (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. Compensation Plan

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

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers** issued by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of

Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

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

Service Availability within the Service Month	Compensation Voucher Amount
Less than 99.9% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

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 Failures beyond the reasonable control of Tencent Cloud, including any force majeure events, Internet access or failures caused by factors beyond the boundaries of this service product.

4.2 Failures caused by your negligent authorization, loss of password, incorrect operation, your own equipment or third-party software or equipment.

- 4.3 Instance failure caused by the physical capacity limits of storage and computing power selected by you being insufficient to cope with actual usage requirements.
- 4.4 Instance usage anomalies or failures caused by failure to follow Tencent Cloud product usage documentation or usage recommendations.
- 4.5 Failures such as data request failures caused by potential, undisclosed bugs in the underlying HBase software.
- 4.6 Failure to use HBase in accordance with the supported usage, version compatibility, API and other specifications leads to errors.
- 4.7 Failures caused by system maintenance Tencent Cloud notifies you in advance, including cutover, repair, upgrade and simulated failure drills.
- 4.8 Possible errors caused by using unofficial versions (such as Alpha versions, Beta versions) or versions that are no longer maintained.
- 4.9 Unavailability due to risk of data loss on the local disk, and the local disk or local disk data being used as a startup dependency.
- 4.10 The time it takes for the instance to be restarted or forced to restart during operation.
- 4.11 Unavailability due to your application being attacked by hackers.
- 4.12 Unavailability or failure to meet the Service Availability Standard due to reasons not attributed to Tencent Cloud.
- 4.13 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 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

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 an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

Tencent Cloud TCHouse-C Service Level Agreement

최종 업데이트 날짜: : 2024-07-30 17:00:05

In order to use the Tencent Cloud Cloud Data Warehouse Service(the “Service”), you shall read and comply with this Tencent Cloud Cloud Data 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 Data 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)

Tencent Cloud TCHouse-D Service Level Agreement

최종 업데이트 날짜: : 2024-07-18 11:20:45

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

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

1. Terms and Definitions

1.1 Tencent Cloud TCHouse-D Service

Tencent Cloud TCHouse-D ("TCHouse-D") refers to the cloud data warehouse hosting service provided by Tencent Cloud that is easy to use, flexible, stable, and cost-effective. It is mainly used in business analysis and decision-making, log analysis, user behavior insights, enterprise management and other scenarios, subject to the Services you purchased and the service content provided by Tencent Cloud.

1.2 Service Month

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

1.3 Service Unavailability

If all your consecutive attempts to establish a connection with the designated cloud data warehouse cluster fail within a minute due to Tencent Cloud, the Services will be deemed "Service Unavailability" within that minute, except for

the circumstances specified in the Article 4 disclaimer of this Agreement.

1.4 Monthly Service Unavailable Minutes

"**Unavailability Minutes within a Service Month**" refers to the sum of the unavailable unit time in the Service Month.

1.5 Total Minutes within the Service Month

"**Total Minutes within the Service Month**" is counted as the total number of days for a within the Service Month \times 24 (hours) \times 60 (minutes).

1.6 Monthly Service Fee

The "**Monthly Service Fee**" for each cluster is calculated based on the actual consumption in a Service Month. For example, if you purchase a cluster on October 20, even if you pay for multiple months at once, the Monthly Service Fee for October only refers to the fees incurred from October 20 to October 31 for using the cluster.

2. Service Availability/Service Success Rate

2.1 Service availability calculation method

Service Availability is calculated based on a single cluster as follows: "**Service Availability**" = (Total Minutes within the Service Month - Unavailability Minutes within a Service Month) / Total Minutes within the Service Month \times 100%

2.2 Service Availability Standard

The Service Availability of the Services shall not be less than 99.9% (the "**Service Availability Standard**"), which means that the Service Availability of a single cluster in each service cycle shall be no less than 99.9%.

3.Compensation Plan

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

3.1 Compensation Standard

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

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

Service availability for the Service Month (Av)	Compensation Voucher Amount
99.9% > Av ≥ 99.0%	10% of Monthly Service Fee
99.0% > Av ≥ 95.0%	25% of Monthly Service Fee
95.0% > Av	100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

3.3 Compensation Application Materials

If you believe that the Service does not meet the Service Availability Standard, you may initiate a claim for compensation within the time limit set forth in this Agreement. Tencent Cloud may require you to provide the following materials, which you must provide in cooperation.

- (1) Account information, including account ID and APP ID.
- (2) Explain the reason for your application, list the cluster information of your service abnormality, and the time period when the problem occurred.
- (3) Other information that Tencent Cloud reasonably requires you to provide.

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 Failures caused by your customized code or configuration files include but are not limited to: improper configuration parameters, unreasonable resource usage, business logic bugs, etc.
- 4.2 Failures caused by your or a third party's equipment, software or other technology (except third parties directly controlled by the Services).
- 4.3 System maintenance conducted by Tencent Cloud with prior notice, such as cutover, upgrade, simulated failure drills, and other planned downtime.
- 4.4 The response of the Services slows down or the system freezes under the pressure of ultra-high performance.
- 4.5 Unavailability due to hacker attacks on your application or data information.
- 4.6 Unavailability due to changes in node types or capacity expansion or reduction.
- 4.7 Unavailability due to unavoidable write operations during the expansion process.
- 4.8 Unavailability due to loss or leakage of data, passwords, etc. caused by your improper maintenance or improper confidentiality.
- 4.9 Unavailability due to erroneous operation due to your negligence or operation authorized by you.
- 4.10 Unavailability due to your configuring the cluster to "non-high availability" mode or using a single data copy, resulting in service unavailability.
- 4.11 Other force majeure (see Article 7 of the Tencent Cloud Service Agreement) and Unavailability or failure to meet the Service Availability Standard caused by reasons not attributed to Tencent Cloud.
- 4.12 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 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

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 an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service.

Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency. (End)

CDW Service Level Agreement

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 2024-07-30 11:07:38

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)

Face Recognition

Face Recognition Service Level Agreement

최종 업데이트 날짜: : 2024-07-30 17:42:48

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

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

1. Terms and Definitions

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

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

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

- (1) any error request or unavailability of the Service due to reasonable upgrades, modifications, or suspensions initiated by the Face Recognition Service.
- (2) any request resulting from a hacker’s attack on the customer’s application.

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

- (1) any request that is sent without subscription to or authorization of the Service, that fails the authentication, or that

is sent with overdue fees or with incorrect keys.

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

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

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

2. Service Availability

2.1 Calculation of the Service Success Rate

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

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

Note:

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

2.2 Service Indicator Standard

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

3. Compensation Plan

In respect of the Service, if the Service Availability is lower than **99.9%**, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including, among others, the valid term; for details, please refer to the relevant rules of voucher published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

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

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 95%	10% of the Monthly Service Fee
Less than 95% but is or higher than 90%	25% of the Monthly Service Fee
Less than 90%	100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4. Release of Liabilities

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

4.1 ordinary system maintenances and upgrades;

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

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

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

5. Miscellaneous

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

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

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

eKYC Service Level Agreement

최종 업데이트 날짜: : 2024-08-01 11:21:42

[Copyright Statement]

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[Trademark Statement]

"Tencent Cloud" and all other trademarks related to Tencent Cloud services are owned by Tencent Cloud Computing (Beijing) Co., Ltd. and its affiliates. Trademarks of third-party entities involved in this documentation are legally owned by the right holders thereof.

Service Statement

This documentation is intended to introduce an overview of all or part of Tencent Cloud products and services to customers for the time being. Content of some products and services may be subject to changes. The type and standard of service of Tencent Cloud products and services you purchased shall be stipulated in the commercial agreements between you and Tencent Cloud. Unless otherwise agreed by both parties, Tencent Cloud does not make any express or implicit guarantees or warranties with regard to the content of this documentation.

Face Recognition Service Level Agreement

In order to use the Tencent Cloud Face Recognition Service (hereinafter referred to as the "Service"), you shall read and comply with this Tencent Cloud Face Recognition Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or 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 Tencent Cloud Face Recognition Service: the Tencent Cloud Face Recognition Service provided by Tencent Cloud is a technical method to identify a user by comparing his/her face in the selfie (or selfie video) with that in the ID

photo. The Service mainly implements AI technologies such as liveness detection and facial recognition.

1.2 Service Period: a Service Period is one calendar month. The Service Availability is calculated on the basis of one Service Period, which is one calendar month. Any period shorter than one calendar month will not be counted as a Service Period and no Service Availability will be calculated for such period.

1.3 Failed Request: the Tencent Cloud Face Recognition Service deems any request with an error code of "InternalError" and any request that fails to reach the server end of the Face Recognition Service due to the malfunction of the Tencent Cloud Face Recognition Service as a Failed Request, excluding any of the following requests:

(1) any request failed by the Face Recognition Service due to requests in excess of the QPS (Query Per Second) of the Face Recognition Service (error code: InternalError) which results from the adoption of inappropriate access modes.

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

(3) any request failed by the Face Recognition Service (error code: InternalError) due to hacker attacks on your application.

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

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

(2) any request sent by your application suffering attacks by hackers.

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

1.5 Monthly Service Fee: The total of service fees you paid for the Face Recognition Service within a calendar month. If you have paid service fees for multiple months in a lump sum, the Monthly Service Fee will be calculated by dividing the service fees by the number of the months you paid for.

2. Service Availability

The [Tencent Cloud eKYC Service](#) promises a Service Availability of **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 Service Availability promised above.

2.1 Calculation of the Service Availability

The Service Availability of the Tencent Cloud Face Recognition Service is calculated on the basis of Service Periods. The average of the Error Rate Per 5 Minutes is calculated by dividing the sum of Error Rate Per 5 Minutes within a Service Period by the total number of 5-minute periods in that Service Period, from which the Service Availability is then derived, i.e., Service Availability = (1 – The sum of Error Rate Per 5 Minutes in a Service Period / The total number of 5-minute periods in that Service Period) * 100%.

Note:

the total number of 5-minute periods in a Service Period = 12*24*number of days in that Service Period.

2.2 The Scope of Release of Liability

If the Service is unavailable due to any of the following circumstances, such unavailability of the Service will be excluded from the scope of compensation:

- (1) ordinary system maintenances and upgrades;
- (2) maintenance or malfunction of any external object on which the Service relies;
- (3) where the Service is unavailable due to reasons attributable to you or any third party, or due to *force majeure*;
- (4) any circumstance where the Service is unavailable or failed to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- (5) 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.

3. Compensation Plan

In respect of the Service, if the Service Availability is lower than 99.9%, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

- (1) Compensations will be made in the form of **voucher (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 portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Note:

the Service Month in this Agreement means every calendar month within the term of the Service purchased by you. For example, if you purchase the Service for a term of two months starting from March 17, the first Service Month will be from March 17 to March 31, the second will be from April 1 to April 30, and the third will be from May 1 to May 16.

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

Less than 90%

100% of the Monthly Service Fee

3.2 Time Limit for Compensation Application

3.1 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.**

3.2 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. Requirements of Legal Compliance

When you use the Tencent Cloud Face Recognition Service, you shall ensure that the following conditions are met before you submit the subject's information to Tencent Cloud for ID verification:

4.1 The subject's information is obtained with legitimate and valid methods or means.

4.2 You shall include in relevant agreements of services provided by you to the public the following terms or similar terms: "The user authorizes Company XX (i.e., "you" in this Agreement), unless otherwise provided by laws and regulations, to provide the information provided by the user to Company XX and the information generated by using Company XX's services (including the information provided and generated before the signing of this authorization provision), etc., to Company xx and the partners with whom Company XX cooperates or to whom Company XX entrusts (including the necessary service providers of such partners) due to the necessity of services, so as to provide services and recommend products to customers, carry out market surveys and data analysis of the information and so forth. Company XX promises to, and will require its partners (including their necessary service providers) to, keep the abovementioned information strictly confidential and take measures to protect the information security." In addition, you shall keep the authorization agreement signed by you and your users on file on Tencent Cloud for future reference. You shall inform the information subject of the legal implications of such authorization.

4.3 The authorization of the information subject shall cover the identification activities by Tencent Cloud and the legitimate and reasonable scope of use of the subject's information by Tencent Cloud.

4.4 Otherwise, Tencent Cloud has the right to terminate the Service, and you shall be liable for compensating all losses incurred by Tencent arising therefrom.

5. The Reviewability of the Service

In accordance with existing laws and regulations, Tencent Cloud may provide relevant information, including the operation logs of key components, maintenance personnel's operation records, customers' operation records and other information for the needs of cooperating with supervisions, or security investigations and evidence collection of regulatory agencies of the government, provided that procedures are obeyed and formalities are complete.

6. The Accuracy of Measurement of Services

Fees of Tencent Cloud services are expressly displayed both in the customer management center and on the order page. Customers can select specific types of services on their own and purchase such services at the specified prices.

7. Miscellaneous

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.

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.

AI and Machine Learning

AI Infrastructure

Voice Technology

TTS Service Level Agreement

최종 업데이트 날짜: : 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
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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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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 ($= 30 \text{ (day)} \times 24 \text{ (hour)} \times 60 \text{ (minute)} \times 99.99\%$). That is, the Service Downtime is 4.32 minutes ($= 43,200 \text{ minutes} - 43,195.68 \text{ minutes}$).

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
$99.99\% > Av \geq 99.00\%$	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 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

최종 업데이트 날짜: : 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
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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 2024-07-30 16:12:55

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 \times 24 (hours) \times 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) \times 100%

2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be **no less than 99.9%** (“**Service Availability Standard**”). You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as 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
$99.9\% > Av \geq 99.0\%$	10% of the monthly service fee
$99.0\% > Av \geq 98.0\%$	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

최종 업데이트 날짜: : 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)

Cloud Contact Center Service Level Agreement

최종 업데이트 날짜: : 2024-07-30 18:11:24

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

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

1. TERMS AND DEFINITIONS

1.1 Cloud Contact Center

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

1.2 Service Month

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

1.3 Monthly Service Fee

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

1.4 Call Success Rate

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

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

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

1.5 Service Unavailability Minute

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

Description:

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

1.6 Total Minutes within the Service Month

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

1.7 Data Storage Durability

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

1.8 Data Destructibility

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

1.9 Data Migration

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

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

1.10 Data Privacy

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

1.11 Right to Know of Data

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

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

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

Data Center.

1.12 Auditability

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

1.13 Service Functions

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

1.14 Service Resource Deployment Capability

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

1.15 Failure Recovery Capability

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

1.16 Accuracy of Service Measurement

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

2. Service Availability

2.1 Calculation of Service Availability

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

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

2.2 Service Indicator Standard

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

3. COMPENSATION PLAN

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

3.1 Compensation Standard

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

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

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

3.2 Time Limit for Claims

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

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

3.3 Materials for Claims

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

following information:

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

4. Third-Party Software or Technology

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

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

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

5. DISCLAIMER

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

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

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

6. MISCELLANEOUS

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

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

7. SERVICE CHANGE AND TERMINATION

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

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

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

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

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

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

8. USER CONSTRAINTS

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

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

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

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

Enterprise Applications

Tencent Cloud Enterprise Drive Service Level Agreement

최종 업데이트 날짜: : 2024-03-06 10:19:22

In order to use the Tencent RPC service (the "Service"), you should read and observe this Tencent RPC 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 RPC service which provides you with APIs and gateways for sending request to blockchain. 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 send request from the APIs provided by Tencent Cloud to the block chain due to reasons attributable to Tencent Cloud.

1.3 Effective Number of RPC requests: means the total number of the request sent to block chain via the APIs provided by Tencent Cloud. The free request shall not be counted towards the Effective Number of RPC requests.

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 unit package of Service on March 17th, there will be twelve (12) Service Months (from March 17th of this year to the same day of next year). The availability of the Service will be calculated separately for each Service Month.

2. Service Availability

2.1 Calculation of Service Availability

$$\text{Service Availability} = 1 - (\text{number of Apparent Failures out of Effective Number of RPC requests within a Service Month} / \text{Effective Number of RPC requests within a Service Month}) \times 100\%$$

2.2 Standards of Service Indicator

The Service Availability of this Service provided by Tencent Cloud will be no less than 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 unit in a number corresponding to the compensation amount by Tencent Cloud. The price of a single unit is subject to the official rate card price published by Tencent Cloud RPC service. You should follow the rules for using the RPC service. You cannot redeem such number of units for cash or request to issue an invoice. Such number of units can only be used through your Tencent Cloud account. You cannot give such number of units 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
$95\% > Av \geq 90\%$	Number of units corresponding to 10% of the Monthly Service Fee
$90\% > Av$	Number of units 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 above mentioned 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 ;
- 4.3 any hacker attack on a user's application;
- 4.4 any negligence of, or operation authorized by, a user;
- 4.5 any violation of platform rules such as flow control
- 4.6 any announcement with prior notice by Tencent Cloud due to significant activity or promotion;
- 4.7 any system maintenance with prior notice by Tencent Cloud to the user, including system cutover, maintenance, upgrade and failure simulation test;
- 4.8 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.9 any force majeure event or accident;
- 4.10 any Service unavailability or failure of the Service to meet the standard 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 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 CloudService Agreement. In case of any conflict or discrepancy between thisAgreement and the Tencent Cloud Service Agreement, this Agreement prevails tothe extent of such conflict or discrepancy. (End of Document)

Office Collaboration

Tencent Cloud Enterprise Drive Service Level Agreement

최종 업데이트 날짜: 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

최종 업데이트 날짜: : 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
$\geq 99\%$ and $< 99.95\%$	10% of the monthly service fee
$\geq 95\%$ and $< 99\%$	25% of the monthly service fee
$\geq 90\%$ 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

최종 업데이트 날짜: 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)

Medical Services

Tencent HealthCare Omics Platform Service

Terms Of Use

최종 업데이트 날짜: : 2024-07-26 14:58:38

Thank you for using Tencent HealthCare Omics Platform Service!

To use the Tencent HealthCare Omics Platform Service (the “Service(s)”), you shall read and comply with these Tencent HealthCare Omics Platform Service Terms of Use (these “Terms”), the Tencent Cloud Terms of Service and other terms and conditions and policies as may be stated to be applicable.

Please ensure that you read and fully understand these Terms, especially the clauses that exempt or limit liability.

Unless you have read and accepted these Terms and all other applicable terms and conditions and policies, you do not have the right to use the Services.

By using the Services, you are deemed to have read and agreed to be bound by this Terms, and all other terms and conditions and policies referenced herein. If you violate any of these Terms, we have the right to unilaterally restrict, suspend or terminate the provision of the Services to you at any time and to pursue any remedies against you, in accordance with our legal rights.

Any reference to “**Tencent**”, “**we**”, “**our**” or “**us**” in these Terms is a reference to the applicable Tencent contracting entity as stated in the Tencent Cloud Terms of Service, or in any other written agreement entered into between you and us in respect of the use of the Services.

1.Scope of this Agreement

1.1 Use of Tencent HealthCare Omics Platform

You may only use the Tencent HealthCare Omics Platform and related services in accordance with these terms and conditions.

1.2 Relationship and Conflict

These Terms shall be read with and shall incorporate the terms and conditions of the [Tencent Cloud Terms of Service](#) (the “**Tencent Cloud Terms of Service**”) as may be updated from time to time, and which shall likewise apply to the provision and use of the Services. In the event of a conflict between the terms of the Tencent Cloud Terms of Service and these Terms, these Terms shall apply to the extent of the conflict. The use of the Services shall also be subject to any additional policies, terms and directions that we may publish from time to time.

2.Services

2.1 The Services hereunder is a platform tool for task and resource scheduling and management mainly targeted for the life sciences industry.

2.2 In order to use the Services, you will need to complete the service activation process via your Tencent Cloud account(s) (the “**Account**”). Please note that the use of the Tencent Cloud Account is likewise subject to the terms and conditions of the Tencent Cloud Terms of Service.

2.3 The Services is intended for your internal use only. You shall not use the Services for any commercial purposes, resale or further distribution without our prior written consent.

2.4 You acknowledge and agree that the Services are not intended to be used for diagnosis, prevention, monitoring, treatment or alleviation of diseases, injuries and other medical and diagnostic related purposes, or any other purposes that require additional approvals, licenses or consent in the medical, healthcare or life sciences industry.

2.5 You are responsible for the use of the Services and the activity under your Account, and to ensure that such use and activities comply with all applicable laws and regulations, including but not limited to any industry-specific laws, regulations, codes, directions, guidelines and policies, such as, but not limited to those in the healthcare, medical and life sciences industry.

In addition, you shall ensure that your use of the Services do not:

reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of the Services;
sell, distribute or provide the Services to others separately or provide any content of the Services to others in the form of an application interface or create a service that is identical or similar to the Services based on the Services;
use, rent, lend, copy, modify, link, reprint, compile, publish, or create a mirror site for the content to which we own the intellectual property rights to other than as provided for in these Terms;
copy, modify, add, delete, mount or create any derivative works of the data released to any terminal memory during the operation of the Services or the software involved in the Services, the interactive data between the client and the server during the operation, and the system data necessary for the operation, including but not limited to the use of plug-ins, external tools or third-party tools/services not authorized us to access the software and related systems;
retrieve or index any content of the Services through any means or tools (such as web search/retrieval programs, crawlers, etc.), or collect user-related information without the authorization of the user or other right holders;
add, delete, or change the functions or operating results of the Services by modifying or forging instructions or data used in the operation of the Services, or operate or disseminate to the public the software or methods used for the above purposes, regardless of whether such actions are for commercial purposes;
log into or use the Services through any third-party software, plug-ins, external plugins, or systems not developed or authorized by Party B, or create, publish, or disseminate the aforementioned tools, or use the Services in an abnormal or malicious manner; and/or
interfere with the Services and its components, modules, or data by yourself or authorize others or third-party software to do so.

2.6 You are responsible for obtaining all registration, license or approval (if necessary) required under applicable laws and regulations for the conduct of your business and your business activities using the Services.

3.Customer Data

3.1 “Customer Data” refers to data hosted on the Tencent Cloud Services (such as, Tencent Cloud Object Storage COS), and processed in any way using the Services, and other application processes, computing scheduling records, task analysis logs and other data involved or generated in the course of using the Services.

3.2 You shall be responsible for backing up Customer Data. The Services do not provide any data backup function. We are not responsible for any losses caused by your failure to back up data, and any data loss.

3.3 You shall ensure that the data processed using the Services and uploaded by you or under your Account does not violate any applicable laws and regulations, medical and life sciences ethics and guidelines, social public order and good customs.

3.4 You may be able to modify, or otherwise process the data (application processes, computing scheduling records, task analysis logs, etc.) involved or generated during the operation of the Services, using the functions made available to you within the Services. Please exercise caution in the use of these functions in respect of your data, and back up your data appropriately according to your needs.

4.Indemnification

You will defend, indemnify and hold harmless us, our affiliates and each of our respective agents, licensors, employees, officers and directors from and against any third-party claim, allegation, suit or proceeding (the “**Claims**”) to the extent they arise out of or in relation to:

(a) your use of the Services, the activity under your Account in relation to the Services and/or your Customer Data, including without limitation, their alleged infringement or misappropriation of the Intellectual Property Rights of any third party and their alleged violation of any applicable laws and regulations; and

(b) your breach of these Terms.

5.Miscellaneous

We may update or modify these Terms from time to time, as we deem necessary, which shall be published herein.

Your continued use of the Services shall constitute your acceptance to the updates and modifications. If you disagree to the updates or modifications, please cease to use the Services.

Education Services

TIW Service Level Agreement

최종 업데이트 날짜: : 2024-08-06 11:03:11

In order to use the Tencent Interactive Whiteboard Service (the “Service” or “TIW”), you shall read and comply with this Tencent Interactive Whiteboard Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

1. Terms and Definitions

1.1 Tencent Interactive Whiteboard, TIW

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

1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

1.3 Monthly Service Fee

The Monthly Service Fee refers to the aggregate service fees actually consumed by you for the Service within one Service Month. If you make a one-time purchase of multiple pre-paid service packages, the Monthly Service Fee will be subject to the actual consumption during the then current Service Month, and the portion yet to be consumed will be excluded.

1.4 Whiteboard Entry Success Rate

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

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

1.5 Service Downtime Calculated in Minutes

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

Note :

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

1.6 Total Number of Minutes within Service Month(s)

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

2. Service Availability

2.1 Calculation of Service Availability

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

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

2.2 Service Availability Standard

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

3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

3.1 Standards of Compensation

(1) Compensations for the Services will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, **the amount of compensation shall be calculated for such Service Month independently, and the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

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

3.2 Time Limit for Compensation Application

(1) **If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may apply for compensation only through the Tencent Cloud ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month.** Tencent Cloud will verify and ascertain your application upon receipt of such application. **If there is any dispute over the calculation of the**

Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

4.Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any failure attributable to Customer.

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

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

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

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

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

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

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

4.9 Any significant event or promotion publicly announced by Tencent Cloud in advance.

4.10 Any system maintenance with prior notice by Tencent Cloud to Customer, including system cutover, maintenance, upgrade and failure simulation test.

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

4.12 Any force majeure event or accident.

4.13 Any Service unavailability or failure of the Service to meet the Service Availability standard not attributable to Tencent Cloud.

4.14 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to applicable laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

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

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

weiling Service Level Agreement

최종 업데이트 날짜: : 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., service availability = (1 - sum of 5-minute error rates in a service cycle/total number of 5-minute periods in the service cycle) * 100%.

Note :

Total number of 5-minute periods in a service cycle = 12 * 24 * 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 Application Performance Management Service Level Agreement

최종 업데이트 날짜: : 2024-08-05 16:30:30

To use the Tencent Cloud Application Performance Management Service (the “Service(s)”), you shall read and comply with this Application Performance Management Service Level Agreement (the “Agreement” or the “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimer clause, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitation of liability, 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” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Application Performance Management provided by Tencent Cloud (APM)

“APM” refers to a background service performance management platform provided by Tencent Cloud, which is based on the mainstream OpenTelemetry open source protocol and supports a variety of mainstream frameworks and programming languages to provide you with a one-stop link tracking solution.

1.2 Service Period

The availability of APM statistics is counted according to service period. A “**Service Period**” is 1 natural month.

1.3 Valid Request

“**Valid Request**” refers to each request received by the server side of APM.

1.4 Failed Request

“**Failed Request**” refers to each request that the server side of APM failure to receive.

1.5 Error Rate per 5 Minutes

Error rate is calculated in units of 5 minutes as follows. **“Error Rate per 5 Minutes”** = (Failed Requests per 5 minutes/Total Valid Requests per 5 minutes) × 100%.

1.6 Monthly Service Fee

“Monthly Service Fee” refers to the total service fees paid by a client for the Services under a Tencent Cloud account in a natural month.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

“Service Availability” = $(1 - (\sum \text{Error Rate per 5 Minutes within the Service Period} / \text{Total Number of 5 Minutes within the Service Period})) \times 100\%$

(Note: **“Total Number of 5 Minutes within the Service Period”** = 12 × 24 × the number of calendar days within the Service Period)

2.2 Service Availability Standard

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

3. COMPENSATION PLAN

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

3.1 Compensation Standard

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

(2) If the Service Availability Standard in this Agreement is not met in a service month (the **“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 (excluding fees offset by vouchers, coupons, service fee deductions, etc.)**.

Service Availability in a Service Month	Compensation Voucher Amount
Less than 99.95% but equal to or higher than 99%	10% of Monthly Service Fee
Less than 99% but equal to or higher than 95%	25% of Monthly Service Fee
Less than 95%	100% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

4. DISCLAIMER

For service unavailability ("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 caused by third parties other than Tencent Cloud, such as hacker attacks or negligence of your third-party supplier.

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 the misoperation caused by your negligence or the operation authorized by you. For example, user active reconstruction, etc.

4.6 Unavailability due to your failure to follow the Tencent Cloud product usage documentation or usage recommendations.

4.7 Unavailability or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.8 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.

4.9 Other force majeure factors.

5. THIRD-PARTY SOFTWARE OR TECHNOLOGY

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

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

6. MISCELLANEOUS

6.1 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud’s compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud’s breach of contract during your use of the Services.

6.2 Tencent Cloud reserves the right to modify this Agreement when appropriate or necessary according to any changes. You can refer to the relevant contents in the latest version on the website of Tencent Cloud. If you do not agree with Tencent Cloud’s modification to this Agreement, you have the right to stop using the Services. If you continue to use the Services, you shall be deemed to have accepted the modified Agreement.

6.3 This Agreement, as an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency.

Prometheus Service Level Agreement

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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)

Mobile Performance Monitoring Service Level Agreement

최종 업데이트 날짜: : 2024-05-09 14:23:31

To use the Tencent Cloud Mobile Performance Monitoring Service (the “Service(s)”), you shall read and comply with this Mobile Performance Monitoring Service Level Agreement (the “Agreement” or the “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains the terms and definitions of the Services, service availability/service success rate grade indicator, compensation plans, disclaimer clauses, and other relevant contents. Please be sure to read and fully understand the terms and conditions of this Agreement. Limitations, disclaimers, and other terms involving your material rights and interests may 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” or “Next”, or purchasing or using the Services, or accepting this Agreement in any other explicit or implicit manner, you are deemed to have read and agreed to be bound by this Agreement. This Agreement shall have legal effect between you and Tencent Cloud and shall become a legally binding document for both parties.

1. TERMS AND DEFINITIONS

1.1 Mobile Performance Monitoring Service

Mobile Performance Monitoring (“MPM”) is a tool to detect the performance and user experience of iOS and Android applications in an all-round way, and can automatically analyze suspicious performance defects in each dimension from multiple dimensions. It can help you accurately measure the performance of iOS and Android applications, and find all kinds of application problems with low cost and high efficiency.

1.2 Service Month

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

1.3 Total Minutes within the Service Month

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

1.4 Unavailability Minutes of the Mobile Performance Monitoring Service

“**Unavailability Minutes**” of the Mobile Performance Monitoring Service = Unavailability Minutes of the Mobile Performance Monitoring Service Console + Unavailability Minutes of the Interface.

“**Unavailability Minutes of the Mobile Performance Monitoring Service Console**” refers to **the time when the console can't normally create and edit the business system, create and edit the application, and view the application performance data due to business failure, including the system maintenance time without prior notice. If the time for business failure to return to normal is less than 5 minutes (that is, the unavailability time of the console is less than 5 minutes, not including 5 minutes), it will not be counted as Unavailability Minutes of the Mobile Performance Monitoring Service Console.**

“**Unavailability Minutes of the Interface**” refers to the time difference between the time the interface becomes unavailable due to business failure and the time it returns to normal use, including the system maintenance time without prior notice. If the time of business failure is more than 5 minutes, it is counted as Unavailability Minutes of the Interface. If the time for business failure to return to normal is less than 5 minutes (that is, the unavailability time of the interface is less than 5 minutes, not including 5 minutes), it will not be counted as Unavailability Minutes of the Interface.

2. SERVICE AVAILABILITY

2.1 Calculation of Service Availability

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

2.2 Service Availability Standard

The Service Availability of the **Services provided by Tencent Cloud shall not be less than 99.0%** (the “Service Availability Standard”). If the Service Availability Standard is not met (excluding cases covered by disclaimers), you shall be entitled to compensation in accordance with Article 3 of this Agreement.

3. COMPENSATION PLAN

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

3.1 Compensation Standard

(1) Compensation will be provided in the form of **vouchers issued** by Tencent Cloud, and you must comply with vouchers usage rules (including usage period, etc., subject to the voucher-related rules published on the website of Tencent Cloud). The vouchers issued cannot be exchanged for cash, or be accompanied by invoices. Such vouchers

can only be used to purchase the Services through your corresponding Tencent Cloud account, and cannot be used to purchase other services provided by Tencent Cloud. The vouchers cannot be transferred or gifted, etc.

(2) If the Service Availability Standard 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** (the “**Monthly Service Fee**”, excluding fees offset by vouchers, coupons, service fee deductions, etc.).

Service Availability in a Service Month	Compensation Voucher Amount
Less than 99.0% but equal to or higher than 98.0%	10% of Monthly Service Fee
Less than 98.0% but equal to or higher than 95.0%	25% of Monthly Service Fee
Less than 95.0%	50% of Monthly Service Fee

3.2 Time Limit for Claims

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

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

4. DISCLAIMER

For service unavailability (“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 product 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 or failure to meet the Service Availability Standard not attributed to Tencent Cloud.

4.9 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 The parties acknowledge and hereby agree that under no circumstances shall Tencent Cloud's compensation liability for breach of contract in aggregate exceed the corresponding service fees you have paid for the defaulted Services if you suffer damages due to Tencent Cloud's breach of contract during your use of the Services.

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 an ancillary agreement of Tencent Cloud Service Agreement, shall have the same legal effect as Tencent Cloud Service Agreement. You shall comply with the provisions in Tencent Cloud Service Agreement for matters not specified in this Agreement. In the event of a conflict or inconsistency between the terms of this Agreement and Tencent Cloud Service Agreement, Tencent Cloud Service Agreement shall prevail, but only to the extent of such conflict or inconsistency.

DSA Single Point of Contact

최종 업데이트 날짜: : 2024-05-30 17:13:23

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.

Illegal Content Complaint Form

Please check the following link for Illegal Content Complaint Form on Tencent Cloud International Portal:

[Tencent Cloud International Portal Illegal Content Complaint Form](#)

Information Requests Europe

Law Enforcement Data Request Guidelines Europe

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 2021-07-30 15:11:57

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

최종 업데이트 날짜: : 2021-07-30 15:12:05

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

최종 업데이트 날짜: : 2021-07-30 15:23:28

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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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

최종 업데이트 날짜: : 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.

개인정보 보호에 대해 자주 묻는 질문 (FAQs)

최종 업데이트 날짜: : 2021-04-02 17:52:39

1. 머리말

당사는 귀하의 데이터 프라이버시(data privacy) 및 보안을 매우 중요하게 생각하고 있습니다. 귀하가 개인 이용자이든, 중소기업 오너이든 또는 대기업이든 상관없이, 당사는 귀하의 콘텐츠(content)가 투명한 방식으로 그리고 안전하고 신뢰할 수 있는 기술을 사용하여 저장되고 처리되도록 하기 위한 조치를 취하고 있습니다.

당사는 노력을 통해서만 귀하의 신뢰를 얻을 수 있는 것이라고 알고 있습니다. 그러한 과정의 일환으로, 당사는 귀하에게 당사의 데이터 보안 정책 및 조치들에 대해 지속적으로 알리기 위해 노력합니다. 이렇게 하는 이유는 그러한 정책과 조치들은 시간이 지나면서 변경될 수 있기 때문입니다.

본 자주 묻는 질문(FAQs)에서는 Tencent Cloud의 제공에 대해 당사가 적용하는 몇 가지 기본 원칙에 대해 설명하고, 특히 Tencent Cloud가 데이터 프라이버시 및 보안에 관한 데이터 보호법과 그 밖의 해당 규정들의 요건들을 어떻게 충족시키는지에 대해 질문이 있는 고객들과 장래의 고객들을 위해 설명합니다.

본 FAQs는 일반적 개관을 제공하기 위한 것이며 법적 자문이 아닙니다. 귀하의 특정 상황에 적용되는 요건을 숙지하고 또 필요한 바에 따라 자문을 받으시려면 귀하의 법률 고문에게 상담하시기를 권해드립니다.

Tencent Cloud의 데이터 프라이버시 및 보안 관행 그리고 본 FAQ에 관한 더 자세한 정보를 원하시면:

(a) Tencent Cloud 프라이버시 및 데이터 처리 정책(당사가 Tencent Cloud에서 귀하의 콘텐츠를 어떻게 수집, 저장 및 처리하는지를 규정함)을 검토하십시오.

(b) 당사의 고객 지원팀에 +86 4009 100 100번으로 전화하여, 또는 <https://console.tencentcloud.com/workorder> 에서 온라인으로 문의하십시오. 당사는 귀하의 콘텐츠 프라이버시와 보안을 어떻게 유지하는지에 대해 기꺼이 귀하에게 설명해 드릴 것이며, 귀하에게 있을 수 있는 의문이나 우려사항에 대해 답변해 드리겠습니다.

2. 귀하의 콘텐츠를 소유하고 관리하는 사람은 누구입니까?

바로 귀하입니다. 귀하가 Tencent Cloud에 업로드하는 모든 콘텐츠는 여전히 귀하의 것이며, 귀하가 계속 그것을 관리합니다.

당사는 귀하에게 Tencent Cloud에 제공하는 것 이외의 다른 어떠한 목적으로도 귀하의 콘텐츠에 접속하거나 그 콘텐츠를 사용하지 않습니다. 예컨대, Tencent는 마케팅 목적으로 귀하의 콘텐츠를 사용하지 않을 것이며, 귀하의 콘텐츠에 대한 분석도 하지 않을 것입니다.

귀하의 콘텐츠에 접속할 수 있는 사람과 그 접속을 가능하게 하는 방법은 귀하가 결정합니다. Tencent는 귀하가 그렇게 하는 데 도움이 되는 다양한 보안 및 인증 방법을 제공합니다. Tencent는 상업적으로 이용할 수 있는 인터넷 연결

및 브라우저 소프트웨어를 사용하여 Tencent Cloud를 제공합니다. 귀하(그리고 귀하의 콘텐츠에 대한 접근권한을 주기로 귀하가 선택하는 관련 이용자)는 고유한 이용자명과 비밀번호를 사용하여 Tencent Cloud에 로그인 할 수 있습니다.

3. Tencent는 귀하의 콘텐츠를 제3자와 공유합니까?

아닙니다. Tencent Cloud는 귀하의 콘텐츠의 보안과 비밀을 보호하도록 설계되어 있습니다. 당사는 당사가 법적으로 공유해야 한다고 생각하는 경우(예컨대, 법원의 공개명령을 따라야 하는 경우)나, 또는 귀하의 권리, 당사의 권리 또는 다른 이용자들의 권리를 집행하거나 보호하기 위해 공유해야 하는 경우와 같은, 예외적인 상황 이외에는 다른 어떤 누구와도 귀하의 콘텐츠를 공유하지 않습니다.

당사가 귀하의 콘텐츠를 공개하는 제한적인 상황에 대한 자세한 내용을 원하시면 당사의 Tencent Cloud 서비스 약관을 참조하십시오.

4. Tencent는 귀하의 콘텐츠를 어디에 저장합니까?

당사는 귀하의 콘텐츠를 저장할 곳을 잠재적 장소 목록에서 선택할 권리를 귀하에게 제공합니다. 당사의 데이터 센터들은 모두 업계에서 인정하는 기술 및 보안 기준을 충족합니다.

당사는 언제든지 귀하가 선택한 장소에 귀하의 콘텐츠를 더 이상 저장할 수 없는 경우, 귀하에게 알리고 그 시점에 이용 가능한 대체 저장장소를 귀하에게 제공할 것입니다.

5. Tencent는 데이터 보호법을 준수합니까?

그렇습니다. 당사는 귀하의 개인정보(personal data)를 포함하는, 귀하의 콘텐츠를 보호하는 것에 방향을 맞춘 포괄적인 프라이버시 및 보안 프로그램을 갖추고 있습니다(아래 참조, **Q7, Tencent는 귀하의 콘텐츠를 어떻게 보호합니까?**). 당사는 데이터 보호법에 따른 의무를 준수합니다.

당사는 오직 귀하의 지시에 따라 귀하에게 Tencent Cloud를 제공하기 위한 목적으로 귀하의 콘텐츠를 처리하기 때문에, 당사는 "데이터 프로세서(data processor)"(또는 귀하가 소재하는 국가의 데이터 보호법상 그에 상응하는 명칭)로 간주됩니다. 데이터 프로세서에게 적용되는 의무는 각 국가의 법에 따라 다르지만, 당사는 귀하에게 Tencent Cloud를 제공함에 있어 데이터 프로세서로서의 당사의 역할 관련하여 당사에게 부과되는 모든 의무를 준수합니다.

6. 귀하가 Tencent Cloud를 사용할 때 Tencent는 귀하가 데이터 보호법을 준수하도록 어떻게 도움을 주니까?

귀하의 콘텐츠에 대한 수집과 이용에 대한 최종적인 관리권한은 귀하에게 있기 때문에, 개인정보가 담긴 귀하의 콘텐츠에 관해서는 귀하가 데이터 보호법상의 "데이터 컨트롤러(data controller)"(또는 이에 준하는 명칭)로 간주됩니다. 이는 귀하가 Tencent Cloud를 사용할 때에는 귀하가 데이터 보호법을 준수해야 한다는 것을 의미합니다.

당사는 귀하가 귀하의 의무를 준수할 수 있도록 Tencent Cloud를 설계했습니다. 당사는 다음과 같은 방법으로 귀사가 의무를 준수할 수 있도록 합니다.

- (a) 귀하의 콘텐츠가 접근되고 처리되는 방식에 대한 관리권한을 귀하가 유지할 수 있게 하고 (참조 **Q2. 귀하의 콘텐츠를 소유하고 관리하는 사람은 누구입니까?**);
- (b) 당사의 서비스 약관에 따른 경우를 제외하고는, 귀하의 콘텐츠를 제3자와 공유하지 않으며 (참조, **Q3. Tencent는 귀하의 콘텐츠를 제3자와 공유합니까?**);
- (c) 귀하의 콘텐츠 저장장소를 귀하가 선택할 수 있게 하고 (참조, **Q4. Tencent는 귀하의 콘텐츠를 어디에 저장합니까?**);
- (d) 해당 데이터 보호법을 준수하며(참조, **Q5. Tencent는 데이터 보호법을 준수합니까?**); 그리고
- (e) 귀하의 콘텐츠를 보호하기 위해 업계에서 인정하는 보안 조치를 유지합니다 (참조, **Q7. Tencent는 귀하의 콘텐츠를 어떻게 보호합니까?**)

데이터 보호 법과 규정, 그리고 그 법규가 어떻게 해석되고 집행될 수 있는지는 시간의 경과에 따라 변경될 수 있고, 귀하에게 적용될 수 있는 다른 법과 규정이 있을 수도 있다는 것을 유의하십시오. 귀하는 귀하의 데이터 이용 및 귀하의 사업의 다른 측면을 규율 하는 요건을 확실하게 숙지할 수 있도록 법률 자문을 받아야 합니다.

7. Tencent는 귀하의 콘텐츠를 어떻게 보호합니까?

당사는 귀하의 콘텐츠를 보호하기 위해 포괄적인 프라이버시 및 보안 프로그램을 시행했습니다. 이 프로그램에는 다음이 포함됩니다:

7.1 데이터 보안. 당사는 무단 접근으로부터 고객의 데이터를 보호하기 위해 다음과 같은 조치들을 설계하고 시행했습니다.

- (a) 데이터의 범주화 및 분류를 위한 표준
- (b) 물리적, 네트워크, 시스템 및 애플리케이션 수준에서의 일련의 인증 및 접근통제 능력
- (c) 빅-데이터 기반의 비정상 행동을 탐지하기 위한 메커니즘

7.2 네트워크 보안. 당사는 물리적 및 논리적 분리(isolation) 방식을 통해 내부 네트워크에(사무실 네트워크, 개발 네트워크, 테스트 네트워크 및 생산 네트워크 포함) 대한 접근통제 및 경계 보호를 달성하기 위해 내부 네트워크 분리에 대한 엄격한 규칙을 시행합니다.

7.3 물리적 및 환경적 보안. 관련된 지역적 보안 요건(relevant regional security requirements)에 기초하여 Tencent Cloud의 데이터 센터에 대해 엄격한 인프라와 환경적 접근 통제를 시행했습니다. 데이터 센터 직원의 접근과 작업을

효과적으로 관리하고 통제하도록 만전을 기하기 위해, 데이터 센터 직원의 유형과 이들 각자의 접근권한에 기초하여, 접근 통제 매트릭스가 정립됩니다.

7.4 사고 관리. 당사는 보안 사고를 즉각적으로 탐지하고 처리할 수 있도록 하는, 신속 대응처리 메커니즘과 결합된, 능동적인 실시간 서비스 모니터링을 운영합니다.

7.5 표준의 준수. 당사는 다음과 같은 표준들을 준수합니다.

(a) 정보보안 관리 시스템 - ISO 27001:2013.

(b) IT 서비스 관리 - ISO/IEC 20000-1:2011.

(c) 품질 경영 시스템 - ISO/IEC 9001:2015.

8. Tencent는 귀하의 콘텐츠에 대한 규제기관의 요청에 대해 어떻게 대응합니까?

당사는 수시로 귀하의 콘텐츠를 규제기관이나 법집행 기관에게 공개하라는 내용의 규제 요청을 받을 수 있습니다. 이러한 요청을 받으면, 당사는 그에 관해 질의하고 그에 대해 법적으로 응해야 하는지 여부를 확인하기 위해 합리적인 조치를 취합니다. 당사는 그러한 요청에 응답해야 하는 경우, 귀하의 비밀을 보호하기 위해 합리적으로 취할 수 있는 모든 조치를 합니다.

9. 귀하는 귀하의 콘텐츠를 어떻게 보호할 수 있습니까?

Tencent Cloud는 귀하에게 귀하의 콘텐츠 보호를 강화할 수 있게 하는 여러 기능을 제공합니다. 귀하 스스로의 보안 정책에 따라 귀하에게 적합한 기능을 신중하게 선택하여 사용하는 것은 귀하의 책임입니다. 예컨대:

(a) 귀하는 귀하의 데이터에 대한 전송 방법 및 전송 프로토콜(예, HTTPS, SSH)을 선택할 수 있습니다.

(b) 귀하는 전용 접속 회선 및 IPSec VPN과 같은 강화된 네트워크 보안 보호 제품을 선택할 수 있습니다.

귀하의 (그리고 귀하가 권한을 부여한 이용자의) 계정 로그인 인증서를 안전하게 보관하기 위한 조치를 취하십시오. 귀하의 계정이 부적절하게 접근되는 위험을 감소시킬 수 있도록 귀하의 Tencent Cloud 계정 비밀번호를 정기적으로 변경하십시오. 비밀번호는 고유(unique)해야 하며 다른 사람들이 추측하기 어려워야 합니다. 권한 없는 사람이 귀하의 Tencent Cloud 계정에 접근하였다는 의심이 드는 경우, 즉시 당사에 통지하십시오. 당사가 귀하로부터 그러한 통지를 받아 귀하의 계정을 비활성화 시킬 때까지, 귀하는 귀하의 Tencent Cloud 계정 내에서 이루어지는 모든 행위와 부작용에 대해 책임을 부담합니다.

쿠키 정책

최종 업데이트 날짜: : 2023-10-17 11:07:37

귀하가 유럽 경제 지역이나 스위스에 소재하는 경우에는, 「일반 데이터 보호규칙」(General Data Protection Regulation)에서 규정하는 귀하의 개인정보에 대한 데이터 컨트롤러는 네덜란드에 등록된 회사인 Tencent International Service Europe B.V.이며, 이 회사의 등록주소는 Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands입니다. 귀하가 유럽 경제 지역이나 스위스 밖에 소재하는 경우에는, 귀하의 개인정보에 대한 데이터 컨트롤러는, **서비스 약관**에 명시되어있는 바와 같이, 귀하와 계약을 체결했던 업체입니다. 각각의 경우 본 쿠키 정책에서는 관련 업체를 “Tencent Cloud”, “당사”, “당사에게” 및 “당사의”라고 지칭합니다.

당사는 쿠키와 로그 파일 및 이와 유사한 파일이나 기술을 사용하여 귀하의 장치와 귀하가 Tencent Cloud 웹 사이트 및 클라우드 서비스("본 서비스")의 이용에 대해 자동적으로 수집하는 정보를 수집 및 저장하고 있습니다. 쿠키에 대한 자세한 사항과 쿠키를 제어하는 방법에 대한 상세 사항은 아래 정보에서 찾아볼 수 있습니다.

이러한 쿠키의 사용을 수락하지 않으면, 아래에 제공된 '거절(opt-out)' 링크를 따라서, 또는 본건 서비스의 쿠키가 귀하의 장치에 설치될 수 없도록 귀하의 브라우저 설정을 변경하는 방식으로, 본 쿠키 정책에 있는 설명에 따라 쿠키를 비활성화 시키십시오.

1. 쿠키(cookie)란 무엇인가?

쿠키는 귀하가 특정 웹 페이지를 방문할 때 귀하의 장치에 다운로드 되는 것으로서, 소량의 정보를 담은 텍스트 파일입니다. 다운로드가 되면 그 후에 방문할 때마다 원래의 웹 페이지로, 또는 쿠키를 인식하는 또 다른 웹 페이지로 그 쿠키는 되돌려 보내집니다. 쿠키는 본 서비스팀에게 정보를 제공하기 위한 목적뿐만 아니라 본 서비스가 작동하거나 보다 효율적으로 작동하도록 하기 위해서도 널리 사용됩니다.

쿠키는 귀하가 웹 페이지들 사이에서 효율적으로 탐색할 수 있게 하고, 귀하의 환경설정을 기억하며, 그리고 이용자 경험을 전반적으로 개선시키는 것과 같은 다수의 상이한 작업을 합니다. 예컨대, 쿠키는 귀하가 본 서비스를 과거에 사용한 적이 있었는지, 또는 귀하가 신규 이용자인지의 여부를 당사에 알려줄 수 있습니다.

쿠키에는 크게 두 가지 범주가 있습니다:

- **당사자쿠키.** 당사가 귀하의 장치에 직접 전송하는 쿠키.
- **제3자쿠키.** 제3자가 당사를 대리하여 전송하는 쿠키.

쿠키가 귀하의 장치에 남아 있는 기간은 각기 다를 수 있습니다. 일부 쿠키는 '세션 쿠키'인데, 이는 브라우저나 어플리케이션이 열려 있는 동안에만 존재하는 쿠키입니다. 귀하가 브라우저나 어플리케이션을 닫으면 이 쿠키들은 자동적으로 삭제됩니다. 다른 쿠키는 '영구 쿠키'인데, 이는 귀하가 브라우저나 어플리케이션을 닫은 후에도 계속 남아 있습니다.

니다. 이 쿠키들은 귀하가 본 서비스를 다시 열어서 이용할 때에 귀하의 장치를 인식할 수 있도록 본 서비스에 의해 사용될 수 있습니다.

2. 당사는 쿠키를 어떻게 사용하나요?

당사는 다음과 같이 쿠키를 사용합니다.

- 본 서비스와 관련하여 트래픽 흐름과 이동의 패턴을 추적하기 위해;
- 본 서비스 방문자 총수를 지속적으로 파악하고, 브라우저의 종류(예컨대, Safari, Firefox, Chrome, Internet Explorer, Opera 등)와 운영체제(예컨대, iOS, Android, Windows 또는 Mac OS)를 파악하기 위해;
- 본 서비스의 성능을 모니터링하고 지속적으로 개선하기 위해; 그리고
- 귀하의 온라인 경험을 맞춤화하고 진작시키기 위해;

3. 당사는 어떤 종류의 쿠키를 사용하나요?

본 서비스와 관련하여 당사와 당사의 제휴업체가 사용하는 쿠키의 종류는 특정 범주, 즉 '필수 쿠키', '기능 쿠키' 및 '분석 및 성능 쿠키' 중의 하나로 분류할 수 있습니다. 각각의 범주에 관한 정보, 그리고 당사와 제3자가 설정한 쿠키의 목적에 대한 상세한 정보는 다음 표에 나와 있습니다.

쿠키의 종류	쿠키는 무엇을 하는지	차단하는 방법
필수 서비스를 위해 필요한 쿠키	이 쿠키는 귀하에게 본 서비스를 제공하기 위해, 그리고 로그인 인증, 본 서비스 및 귀하의 정보 보호, 사기나 범죄 또는 기타 의심스러운 활동을 방지하는 것과 같은, 본 서비스의 일부 기능을 이용하는 데 필수입니다. 이러한 쿠키가 없으면, 트랜잭션 페이지 및 보안 로그인 계정과 같은, 귀하가 요청한 서비스는 가능하지 않을 것입니다.	아래 '쿠키를 제어하거나 삭제하는 방법'에 명시된 설명을 참조하십시오.

쿠키의 종류	쿠키는 무엇을 하는지	차단하는 방법
기능 쿠키	<p>기능 쿠키는 귀하의 선택에 대한 정보를 기록하고 귀하에게 본 서비스를 맞춤형으로 제공할 수 있게 해줍니다. 이러한 쿠키는 본건 서비스를 계속 이용하거나 다시 이용할 때, 귀하가 과거에 제공을 요청했던 바와 동일하게 당사의 서비스를 귀하에게 제공할 수 있게 해줍니다. 예컨대, 이러한 쿠키를 사용하면 당사는 다음과 같이 할 수 있습니다:</p> <ul style="list-style-type: none"> • 현지화된 정보를 수신할 수 있도록 귀하의 위치 설정을 저장할 수 있습니다 (귀하가 귀하의 위치를 설정해둔 경우) • 레이아웃, 텍스트 크기, 환경설정 및 색상과 같이 귀하가 적용한 설정 내용을 기억할 수 있습니다. • - 귀하가 로그인 했을 때 귀하에게 보여줄 수 있고 • 접근성(accessibility) 옵션을 저장할 수 있습니다. 	아래 '쿠키를 제어하거나 삭제하는 방법'에 명시된 설명을 참조하십시오.
성능/분석 쿠키	<p>당사는 귀하에게 보다 나은 이용자 경험을 제공하고, 본 서비스를 유지하고, 운영하며 지속적으로 개선하기 위해 성능/분석 쿠키를 사용하여 본 서비스를 어떻게 접속하는지 또는 어떻게 이용하는지, 또는 본 서비스가 어떻게 작동하는지를 분석합니다. 예컨대, 이러한 쿠키를 통해 당사는 다음과 같이 할 수 있습니다:</p> <ul style="list-style-type: none"> • 본 서비스 방문자들에 대한 이해도를 높여 당사의 콘텐츠를 제공하는 방식을 개선할 수 있습니다. • 특정 페이지나 기능에 대한 각각 다른 디자인 아이디어를 시험할 수 있습니다. • 이용자의 위치가 어디인지, 그리고 어떤 브라우저를 사용중인지와 같은, 본 서비스의 이용자들에 관한 정보를 수집할 수 있습니다. • 본 서비스의 고유 이용자 수를 확인할 수 있습니다. • 발생하는 모든 오류를 측정하여, 본 서비스를 개선할 수 있습니다. • 제품을 개선하기 위한 조사 및 진단을 실시할 수 있습니다. 	아래 '쿠키를 제어하거나 삭제하는 방법'에 기재된 설명도 참조하십시오.

4. 쿠키를 제어하거나 삭제하는 방법

귀하는 쿠키를 수락할지 여부를 선택할 권리가 있으며 당사는 귀하가 이 권리를 어떻게 행사할 수 있는지 아래에서 설명합니다. 그러나 쿠키를 거부하기로 선택하면 귀하는 본건 서비스의 충분한 기능을 사용하지 못할 수 있다는 것을 유의하시기 바랍니다.

대부분의 장치(모바일 어플리케이션의 경우)와 브라우저(웹 앱 및 페이지의 경우)에서 귀하는 쿠키 설정을 변경할 수 있습니다. 이러한 설정은 통상적으로 브라우저의 "옵션"이나 "환경 설정" 메뉴에서 찾을 수 있습니다. 이러한 설정을 이해하려면, 다음의 링크에서 도움을 받을 수 있습니다. 그밖에 귀하의 브라우저에서 "도움말" 옵션을 이용하면 더 상세한 내용을 확인할 수 있습니다.

- [웹용 Chrome](#) 및 [안드로이드](#)에서의 쿠키 설정

- [Safari 웹 및 iOS에서의 쿠키 설정](#)
- [인터넷 익스플로러\(Explorer\)에서의 쿠키 설정](#)
- [Firefox에서의 쿠키 설정](#)

5.본쿠키정책의변경

당사는, 당사의 관행과 서비스의 변경이 있는 경우에 본 쿠키 정책을 종종 업데이트 할 것입니다. 당사가 본 쿠키 정책의 변경사항을 게시할 때에는, 본 쿠키 정책의 맨 위에 있는 "[최종 업데이트](#)" 날짜를 바꿀 것입니다. 쿠키에 보관된 정보를 수집, 이용 및/또는 공유하는 방식을 중대하게 변경하는 경우에는, 귀하가 본건 서비스에 로그인하거나 본건 서비스를 이용할 때 그 변경 사항을 보기 쉽게 게시하는 방법으로 귀하에게 공지할 것입니다. 당사는 귀하가 본 쿠키 정책 또는 당사의 다른 모든 정책의 변경사항을 확인할 수 있도록 본 페이지를 가끔씩 살펴보도록 권장합니다.

6.더상세한정보가필요하십니까?

쿠키와 인터넷에서 쿠키 사용에 대해 더 상세히 알아보고자 하면, 다음 링크가 도움이 될 것입니다.

- [쿠키에 대한 모든 것](#)
- youronlinechoices.co.uk/uk

7.과거에설정되었던쿠키

하나 이상의 쿠키를 비활성화 시킨 경우라도, 당사는 귀하가 비활성화 환경설정을 하기 전에 쿠키에서 수집했던 정보는 계속 이용할 수 있습니다. 그러나 추가 정보를 수집하기 위해 비활성화된 쿠키를 사용하는 것은 중단할 것입니다.

8.당사에연락하기

본 쿠키 정책 또는 일반적인 개인정보 보호 사안에 대해 질문이나 의견이 있으면, 이메일 (cloudlegalnotices@tencent.com)을 보내 당사에 문의하십시오.

Event Registration Instructions

최종 업데이트 날짜: : 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](#).