

# Terms and Policies

## Legal

### Product Documentation



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## Service Statement

This document is intended to provide users with general information about Tencent Cloud's products and services only and does not form part of Tencent Cloud's terms and conditions. Tencent Cloud's products or services are subject to change. Specific products and services and the standards applicable to them are exclusively provided for in Tencent Cloud's applicable terms and conditions.

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# Legal

## Terms of Service

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### TENCENT CLOUD TERMS OF SERVICE

Welcome, and thank you for your interest in the online services collectively known as Tencent Cloud, along with any related websites, networks, applications, software and other services and related documentation provided by Tencent (collectively, the “**Services**”). These Terms of Service are a legally binding contract between you and Tencent regarding your use of the Services. For the purposes of these Terms of Service, “**Tencent**,” “**we**,” “**our**,” and “**us**” refer to the applicable Tencent contracting entity set forth in Section 3. “**Affiliate**” or “**Affiliates**” means any entity that directly or indirectly Controls, is Controlled by, or is directly or indirectly under common Control with a party, where “**Control**” means control of greater than fifty percent of the voting rights or equity interests of a party or by way of contract, management agreement, voting trust, or otherwise.

**PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

**BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING the then-current additional terms applicable to the Services posted online [here](#), which includes the Data Processing and Security Agreement, Acceptable Use Policy, Copyright Policy, the PRC Service Region Terms, the North America Terms, the EEA Consumer Terms, the Germany Terms, the South Korea Terms, any Service-specific terms, the Service Level Agreement, and any other region-specific terms (collectively, “**Additional Terms**,” and together with these Terms of Service, the “**Terms**”).** The Additional Terms do not include the Privacy Policy or the Cookies Policy (both of which are also available at [here](#)). Please see our Privacy Policy, Cookies Policy and Data Processing and Security Agreement for further information regarding our use of your Personal Data (as defined in the Data Processing and Security Agreement) submitted to or via the Services. If you are not eligible, or do not agree to the Terms, then you do not have Tencent’s permission to use the Services. YOUR USE OF THE SERVICES, AND TENCENT’S PROVISION OF THE SERVICES TO YOU, CONSTITUTES AN AGREEMENT BY TENCENT AND BY YOU TO BE BOUND BY THESE TERMS.

#### **1. THE SERVICES AND APPLICATIONS.**

The Services are further described [here](#) and include: (a) the documentation for the Services (as may be updated from time to time) in the form generally made available by Tencent to its customers for use with the Services; (b) the APIs, mobile applications, and Software provided by Tencent in connection with the Services; and (c) any additional services purchased by you. The Services may allow you to create applications using the Services or run applications

on the Services, including any source code written by or on behalf of you to be used with the Services or otherwise hosted on Tencent Cloud (“**Applications**”).

## 2.ELIGIBILITY

You must be at least 14 years old to use the Services. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 14 years old; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

## 3.CONTRACTING ENTITY; GOVERNING LAW

(a)The country specified in your registration information determines: (i) the Tencent entity with which you are contracting under these Terms; and (ii) the governing law that applies to these Terms and your use of the Services, as set forth in the table below. Notwithstanding anything to the contrary under these Terms, you acknowledge and agree that Services may be provided by one of our Affiliates to the extent deemed appropriate by us, for example, where required to comply with applicable laws and regulations or in accordance with Tencent's internal structuring of its operations in the applicable region. In particular, when the Services are provided in the PRC region, you acknowledge and agree that, in compliance with applicable PRC laws and regulations, the Services will be provided by Tencent Cloud Computing (Beijing) Co., Ltd.. “**PRC**” means the People’s Republic of China, and for the purpose of these Terms only, does not include the Hong Kong Special Administrative Region, Macau Special Administrative Region, and Taiwan.

Your Location	Tencent Contracting Entity	Governing Law
European Economic Area, United Kingdom, and Switzerland	Tencent Cloud Europe B.V., a Dutch registered company located at Buitenveldertselaan 1-5, 1082 VA, Amsterdam, the Netherlands	England and Wales
North America	Tencent Cloud LLC, a Delaware registered company located at Claremont 2747 Park Blvd, Palo Alto, CA 94306.	California, USA
South Korea	Tencent Korea Yuhan Hoesa, a Korean registered company located at 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Korea	South Korea
Rest of the world	Aceville Pte Ltd, a Singapore registered company located at 30 Raffles Place, #12-01, Oxley @ Raffles, Singapore 048622.	Singapore

(b) The country specified in your registration information may cause additional or different terms to apply, as follows. For example, if your use of the Services is subject to consumer protection regulations as determined under applicable laws, additional terms apply, as set forth in the EEA Consumer Terms, Germany Terms, South Korea Terms and other



region specific terms. If the country specified in your registration information is in North America, you shall be subject to the North America Terms below. If you wish to use the Services in the PRC region, you shall be subject to the terms of the PRC Service Region Terms. In addition to the above, additional or different terms may apply to your use based on applicable local laws.

#### 4. USE OF SERVICES

(a) Accounts and Registration. When you register for a Tencent Cloud account authorized to access the Services ("**Account**"), you may be required to provide us with some information, such as your name, postal address, email address, and/or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. Where the option is available, you may also register for an Account through a third party platform account. You agree that you shall additionally comply with any applicable terms and conditions of that third party platform. You are responsible for safeguarding any and all Account details and access credentials, and you shall be responsible for any use of the Account or Services and all activities that occur under your Account, regardless of whether the activities are authorized or undertaken by you, your employees or a third party (including your contractors, agents and/or End Users), and including in circumstances due to your failure to properly safeguard such Account details and access credentials. Except to the extent caused by our breach of these Terms, Tencent and its Affiliates are not responsible for any unauthorized access to your account. Any breach of these Terms or any use of your Account by anyone will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations to us. We may deny you the right to create an account.

(b) License. Any entities or individuals that access the Services under your Account or an Application are referred to in these Terms as "**End Users**". You shall and shall ensure that your authorized End Users access and use the Services in accordance with these Terms during the Term (defined below in Section 9). Such Services shall be provided during the Term. You and your authorized End Users shall only access the Services via your Account and the use of any Services shall be subject to these Terms. If you become aware of any unauthorized use of your Account or the password for your Account, you will notify Tencent immediately. If you are an entity, organization, or company, you will ensure your employees and contractors access the Services through your Account. Tencent may provide downloadable tools, software development kits, sample code, APIs, or other computer software including those provided in connection with the Services or with the use of your Account (and any periodic updates thereto from time to time) ("**Software**"). You acknowledge that Tencent or its licensors own all rights, titles and interest in and to the Services and the Software. Subject to your and your authorized End Users' compliance with these Terms, Tencent grants, or shall procure the grant, to you and your authorized End Users a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to use the Software in a manner not exceeding any applicable usage limitation or term, and within the designated territory for use or receipt of Services, and only in connection with the Services. To the extent that any Software comes with an end user license agreement, terms of service or other similar agreement governing the use of such Software, you agree that you will, and ensure your End Users, strictly comply with such agreement. Other than as specified in the foregoing, no other rights are granted to you under these Terms to use the Services (including any Software offered in connection therewith).

(c) Service Regions. Certain Services allow you to select a geographically defined service region in which User Data (as defined below) is stored in order to provide the Services (a "**Service Region**"). Where a Service Region applies,

Tencent will, upon your request, store User Data in the Service Region you select when User Data is being used for the provision of those Services.

(d) Suspension of Services. If you become aware or reasonably suspect that any Application (including an End User's use of an Application) or User Data violates these Terms, you will immediately suspend the Application, remove the User Data, and suspend access by End Users. If you fail to take such action, Tencent may suspend or disable the Application and your Account until that violation is remediated to Tencent's satisfaction. In the event that Tencent determines at its sole discretion that your or your End User's use of the Services could: (i) disrupt the Services; (ii) disrupt use of the Services by a third party; (iii) disrupt the Tencent network or servers used to provide the Services; (iv) allow unauthorized third party access to the Services; or (v) otherwise pose a security risk or threat or result in any legal or regulatory liability to Tencent, then Tencent or its Affiliates may immediately and without prior notice to you, restrict or suspend your Account or the offending Application or End User account, to the extent required to address such concern. You agree that you are responsible for all Fees incurred or payable during such period of restricted or suspended use.

(e) Service Modification or Discontinuation. Tencent may discontinue or make any changes to the Services (or any portion thereof) at any time without incurring liability to you. Tencent may choose to, without limitation, discontinue, limit, restrict, change or remove the Services, any Service component, or availability of the Services (or any portion or component thereof) in any specific Service Region, territory or industry sector or field of business. If Tencent discontinues or makes any changes to the Services that would materially decrease the functionality of those Services, Tencent will use commercially reasonable efforts to inform you of the change with reasonable advance notice before it goes into effect, provided that you have subscribed to be informed about those changes. Tencent may make the change, and will not be obligated to provide notice, if the discontinuation or change is necessary to address an emergency or threat to the security or integrity of the Services or Tencent, comply with or respond to litigation, address Intellectual Property Rights concerns, or comply with the law or government requests. Tencent may provide periodic updates to the Software or Services from time to time ("**Updates**"). Tencent may also make new features or functionality available from time to time through the Services and add new services to the Services from time to time (by adding them at the URL set forth under that definition), the use of which may be contingent upon your agreement to additional requirements.

(f) Security and Privacy. Tencent's security and privacy practices are available in the Additional Terms, the Privacy Policy and the Cookies Policy. You shall configure and use the Services in a way that meets your security requirements.

(g) Third Party Applications. You are solely responsible for any software, tools or applications used by you in connection with your use of the Services ("**Third Party Software**"), including third party software made available or offered in connection with the Services. Tencent is not responsible for and is not liable for any damages or losses arising from the use of the Third Party Software, and Tencent does not endorse, support or guarantee the quality, reliability, or suitability of any Third Party Software. You agree that the use and making available of any Third Party Software is at your own risk. You shall comply with and ensure that your End Users comply with any terms and conditions applicable to Third Party Software. Tencent does not provide any technical support for any Third Party Software.

(h) Access to Your Device. In order for Tencent to provide the Services, Tencent may require access to and use of a device you own or control. For example, Tencent may need access to a device's processor and storage to complete a Software installation. Tencent may provide further information regarding how Tencent Cloud accesses the relevant device within Tencent Cloud. You agree to facilitate and/or give Tencent access to the device for these purposes, and you acknowledge that if you do not provide access, Tencent may not be able to provide you with the Services (or certain features within the Services). You acknowledge that Tencent may use or access Personal Data within the device in the course of providing Tencent Cloud, as set out further in the Privacy Policy. To the extent the Data Processing and Security Agreement applies to the use or access of that Personal Data, you agree that Tencent may use or access that Personal Data in accordance with the Data Processing and Security Agreement.

## 5. FEES AND PAYMENTS

(a) You may, from time to time, be required to make payments to us as part of your use of the Services ("**Fees**"). Except as otherwise set forth in any region-specific or Service specific terms, all Fees are non-refundable and exclusive of any Taxes. You agree that you are solely responsible for payment of all Fees and Taxes associated with any such payments. All payments made by you shall be made free and clear of and without deduction for any tax, set-off, withholding or counterclaim. To the extent that you are required by applicable law to make such a deduction or withholding of tax, you shall provide us with an official tax receipt or other appropriate supporting documentation within 30 days after payment of the deduction or withholding tax and increase the amount paid to us to the extent necessary to ensure that we receive a sum equal to the amount we would have received had no such deduction or withholding been made. "**Taxes**" means any duties, customs fees, or taxes (other than Tencent's income tax) associated with the purchase of the Services, including any related penalties, interest or other additions thereto.

(b) At the time you create an Account or otherwise sign up for the Services, you may be asked to provide a credit card, and thereafter may be able to link alternative means of payment to your Account (each a "**Payment Method**"). You agree that (subject to applicable laws and regulations): (i) you authorize us to: (1) save your chosen Payment Method's information (e.g., credit card information) on our systems or that of our payment processor; and (2) periodically bill your chosen Payment Method for Services consumed during the prior month or pursuant to an alternative payment structure we agree to; and (ii) if any payment made via your chosen Payment Method is rejected, denied, not received by us or returned unpaid for any reason: (1) we may restrict, suspend or terminate your or your End User's access to the Services (in each case in whole or in part) until your payment is properly processed; (2) charges will continue to be incurred and you are liable to us for any Fees, costs, expenses or other amounts we incur arising from such rejection, denial or return (and we may charge you for such amounts); and (3) we may charge late fees up to the maximum amount permissible under law. We will present you with an invoice on or about the second day of a given month for Services consumed during the prior month and will charge your Payment Method at the time we issue your invoice.

(c) Your card issuer may charge you an online handling fee or processing fee in connection with your payment of Fees. We are not responsible for this fee.

(d) To the extent permitted under applicable laws, Tencent may increase or introduce new Fees and charges for any existing Services at any time after prior notice. Any new or changed charges will apply to the Services as of the date specified in the relevant notice, or if no such date is specified then with immediate effect.

(e) If you and Tencent agree to other payment terms or Payment Methods in writing (including email), then those alternative provisions shall apply in the event of a conflict with this Section.

(f) You shall provide such assistance, including any information, as is required by Tencent in order to determine and validate the extent to which Tencent is legally obliged to collect Taxes from you.

## 6. TECHNICAL SUPPORT AND SERVICE LEVELS

(a) SLAs. Tencent will use commercially reasonable efforts to provide any related Services in accordance with the relevant and then-current service level agreement(s) (“**SLA**”), if any, set forth in the Additional Terms. The parties acknowledge and agree that, regardless of anything to the contrary in these Terms, your sole and exclusive remedy for a breach of an SLA is the receipt of any applicable service credits as set forth and pursuant to the applicable SLA.

(b) Support for Services. Except to the extent required by applicable laws with respect to consumers, Tencent is under no obligation to provide technical support or other services unless you have purchased support services. You acknowledge and agree that technical support or other services may require you to pay additional costs and other Fees.

(c) Support for Applications. You are responsible for the operation, integration and technical support of your Applications.

## 7. YOUR OBLIGATIONS

(a) Compliance. You are solely responsible for your Applications and User Data and for making sure your Applications and User Data comply with these Terms (including the Additional Terms) and that use of the same in connection with the Services complies with applicable laws. Tencent reserves the right to review all Applications to ensure your compliance with these Terms. You acknowledge and agree that you are responsible for all use of the Services by End Users, End Users’ access to Applications and User Data, activities under Accounts, and for otherwise ensuring that each End User complies with these Terms.

(b) Privacy. You acknowledge and agree that you are solely responsible for the processing of any Personal Data in respect of End Users and any persons whose Personal Data is contained in the User Data, and shall protect the privacy of the End Users and such persons, and shall comply with all applicable laws and regulations in respect of the same (including by making such disclosures, and obtaining such consents, as are necessary to ensure the Personal Data of End Users or any persons whose Personal Data is contained in User Data may be processed by the Services). You shall be solely responsible for any access, monitoring, use, or disclosure of Personal Data submitted by End Users through the Services. To the extent any Personal Data is contained in any User Data and we process such User Data as a Processor (as defined in the Data Processing and Security Agreement) on your behalf, the parties agree that the processing of such Personal Data shall be undertaken in accordance with the Data Processing and Security Agreement. You agree that you shall not make available any User Data for processing in the Services unless lawfully permitted to do so.

(c) Restrictions. You will not, and will not allow your Affiliates, employees, and contractors and any third parties under your control, management, supervision, or otherwise to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (except to the extent such a restriction is expressly prohibited by applicable law, and where you are permitted by law to so reverse engineer, you will contact Tencent to obtain the desired information prior to such reverse engineering); (ii) use

the Services for the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage; (iii) use the Services as benchmarking or in any manner that is competitive with the Services; (iv) sublicense, resell, or distribute any or all of the Services separate from any integrated Application; or (v) access the Services in a manner intended to avoid incurring Fees or otherwise avoiding usage limitations. To the extent you choose a Service Region that includes the United States, you will not, and will not allow your Affiliates, employees, and contractors and any third parties under your control, management, supervision, or otherwise to: (i) process or store any User Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State; and/or (ii) process or store any User Data that is subject to the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, or any regulations issued under it.

(d) Your Disclosures to End Users. You represent and warrant that you require End Users to acknowledge a privacy notice before End Users can access our features and functionalities or User Data is otherwise processed by the Services, and such privacy notice: (i) is prominently displayed and easily accessible to End Users at all times; (ii) notifies users that you use the Services; (iii) clearly and comprehensively explains to End Users what User Data we process and how we process the same (if and to the extent the specific Service(s) you are using involves the processing of User Data by us as envisaged in our Privacy Policy (as updated from time to time) and/or relevant Modules under the Privacy Policy (as updated from time to time)); (iv) clearly and comprehensively explains to End Users what User Data you access, collect, store and otherwise use, including User Data as disclosed in the Data Processing and Security Agreement (as updated from time to time) and/or the relevant Modules under the Data Processing and Security Agreement (as updated from time to time) for the specific Service(s) you are using; (v) clearly and comprehensively explains how you share User Data to us, to enable us to provide the Services and process such data in accordance with the Terms, Privacy Policy and Data Processing and Security Agreement (as updated from time to time); and (vii) otherwise complies with any requirements prescribed by Data Protection Laws.

(e) Consent from End Users. You represent and warrant that you have obtained any necessary consents from End Users in accordance with, and such consents are obtained in the manner, if any, prescribed by, applicable laws (including Data Protection Laws) to enable your, our, our Affiliates' and our Sub-Processors' processing of User Data in accordance with applicable laws (including Data Protection Laws), including but not limited to: (i) freely given, specific, informed, explicit, and unambiguous consents from End Users to the extent you integrate our Services or we otherwise store, access or collect information directly or indirectly on or from End User's devices; and (ii) freely given, specific, informed, explicit, and unambiguous consents from End Users to the extent our Privacy Policy (as updated from time to time) and/or relevant Module under the Privacy Policy (as updated from time to time) stipulates that the legal basis of processing any End User's Personal Data is consent.

## **8. INTELLECTUAL PROPERTY RIGHTS AND USER DATA**

(a) Tencent Cloud Intellectual Property Rights. You agree that all Intellectual Property Rights in and to the Services, as between you and Tencent, will be owned by Tencent, or Tencent's licensors, as the case may be. Except as expressly set forth in these Terms and to the extent permissible under applicable law, Tencent does not grant to you any licenses or other rights, implied or otherwise, in or to Tencent's Intellectual Property Rights. **"Intellectual Property**

**Rights**” means all current and future worldwide rights under patent, copyright, trade secret, trademark, or moral rights laws, and other similar rights.

(b) Tencent Confidential Information. “**Tencent Confidential Information**” means information that Tencent (or an Affiliate) discloses to you under these Terms, and that is marked as confidential or should reasonably be considered confidential based on the nature of the information and the circumstances of its disclosure. You will not disclose Tencent Confidential Information except to those of your Affiliates, employees, and contractors who need to know the Tencent Confidential Information for the purposes of exercising your rights and performing your obligations under these Terms, and who have agreed in writing to confidentiality obligations that are at least as protective as these Terms. You will, and will take appropriate measures to, ensure that your Affiliates, employees, and contractors: (i) take at least reasonable care to protect the confidentiality of the Tencent Confidential Information; and (ii) do not use the Tencent Confidential Information for any purpose other than to exercise your rights and perform your obligations under these Terms. However, you may also disclose Tencent Confidential Information to the extent required by applicable laws, regulations, or government orders, provided that you use commercially reasonable efforts, if legally permitted, to: (i) promptly notify Tencent of those disclosure requirements before disclosing the Tencent Confidential Information; and (ii) provide to Tencent any information reasonably requested to assist Tencent in seeking a protective order or other confidential treatment for that Tencent Confidential Information.

(c) Feedback. If you provide Tencent or its Affiliates with any suggestions, ideas, comments, or other feedback about the Services (“**Feedback**”), Tencent and its Affiliates may use and otherwise exploit that Feedback without restriction and without obligation to you.

(d) User Data.

(i) “**User Data**” means any data, information, media or other content submitted by or on behalf of you or your End Users to the Services, including but not limited to any Personal Data, but excluding any data provided to Tencent or its Affiliates as part of your general Account.

(ii) You hereby grant to Tencent a non-exclusive, sublicensable license to access, copy, and use User Data to provide the Services, and/or otherwise use such User Data in accordance with these Terms.

(iii) You acknowledge and agree that Tencent may disclose User Data to third parties with or without notice to you: (1) to comply with applicable laws or protect Tencent’s rights; or (2) to comply with court orders, a lawful government or law enforcement request, or other legal processes. Tencent may also block or remove User Data as required by applicable laws, in which case Tencent will make reasonable commercial efforts to promptly notify you if legally permissible.

(iv) You are solely responsible for maintaining and backing up User Data. You represent and warrant that: (1) you have all rights required to provide User Data to Tencent, for Tencent to use the User Data as provided for in these Terms, and for you to use in connection with your use of the Services; and (2) User Data, and your use of User Data through the Services does not violate any laws or rights of any person. You retain any Intellectual Property Rights you may have in User Data.

## 9. TERM AND TERMINATION; SUSPENSION

(a) Term. These Terms will commence when you accept these Terms or first download, install, access, or use the Services and continue until terminated as set forth below (“**Term**”).

(b) Termination, Suspension and/or Modification by Tencent. To the extent permitted under applicable laws, Tencent may, at its sole discretion, terminate these Terms, or suspend, modify, restrict or terminate your access to or use of the Services or any aspect of the Services, in whole or in part, or with respect to a Service Region or territory immediately upon written notice to you if:

- (i) you violate any provisions of these Terms;
- (ii) you have not paid any Fees or other amounts owed by you to Tencent within 30 days after the applicable due date;
- (iii) Tencent reasonably believes that you or an End User have violated any applicable laws, or engaged in any fraudulent or deceptive activity, in connection with the use of the Services;
- (iv) you enter into liquidation, administrative receivership, bankruptcy or make any voluntary agreement with your creditors or are unable to pay your debts as they fall due;
- (v) Tencent is required to by applicable laws, court orders or requirements imposed by government bodies, or if Tencent otherwise determines that it is reasonable to do so in order to ensure that Tencent does not violate or risk violation of the same; or
- (vi) any current or future regulatory or other requirement (1) subjects Tencent to an obligation not generally applicable to businesses operating in a Service Region; (2) would result in difficulty for Tencent to continue offering the affected Service(s); or (3) Tencent reasonably believes may conflict with these Terms or the Services.

(c) Termination by you. You may terminate your Account and these Terms at any time by following the instructions provided within the Services. Except as set forth in any region-specific terms or Service-specific terms, if you terminate your Account and these Terms, you are not entitled to a refund of any Fees paid to Tencent.

(d) No Liability for Termination. Except as expressly required by law, if either party terminates these Terms in accordance with the foregoing, neither party will be liable to the other because of the termination, for expenditures or commitments made in connection with these Terms or damages caused by the loss of prospective profits or anticipated sales. Termination will not, however, relieve either party of obligations incurred prior to the effective date of the termination.

(e) Effects of Suspension. If Tencent restricts or suspends your access to any or all of the Services, or otherwise modifies the Services under these Terms: (i) where Services are suspended, you remain responsible for all Fees accrued through the date of suspension (including where the charges were incurred before suspension date but performance of the relevant obligations were after the suspension date); (ii) you remain responsible for any applicable charges for any part of the Services (including any modified portions thereto) to which you have access; and (iii) you will not be entitled to any service credits under any applicable SLA for any period of suspension, modification or restriction.

(f) Effects of Termination.

(i) Upon termination or expiration of these Terms: (1) you will pay Tencent any Fees or other amounts owed under these Terms within 30 days of termination or expiration; (2) you will delete the Software and remove from the Services any Application and User Data; (3) your rights under these Terms shall immediately cease; and (4) upon Tencent's request, you will use commercially reasonable efforts to return or destroy all Tencent Confidential Information. Tencent has no obligation to make accessible to you any User Data after the termination of these Terms.

(ii) In addition, the following provisions will survive any termination of these Terms: Sections 1, 3, 5, 7, 8, 9(d), (e), (f), 10, 11, 12 and 13.

## 10. DISCLAIMER

Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE SERVICE AND SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND NEITHER TENCENT NOR ANY OF ITS LICENSORS OR AFFILIATES, PROVIDERS OR DISTRIBUTORS, MAKE, AND TENCENT HEREBY DISCLAIMS ON BEHALF OF ITSELF AND SUCH PERSONS, ANY REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING TENCENT CLOUD, ANY OTHER SOFTWARE OR SERVICES, OR ANY MEDIA OR OTHER CONTENT SUBMITTED, UPLOADED, STORED, TRANSMITTED OR DISPLAYED BY OR THROUGH THE SERVICES, INCLUDING ANY REPRESENTATION, WARRANTY OR UNDERTAKING:

- (a) THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS;
- (b) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE;
- (c) THAT USER DATA WILL NOT BE SUBJECT TO LOSS OR DAMAGE;
- (d) OF NON-INFRINGEMENT;
- (e) THAT THE SERVICES OR SOFTWARE WILL BE SECURE OR COMPATIBLE WITH YOUR OR YOUR END USERS' NETWORKS, SYSTEMS, APPLICATIONS, HARDWARE, OR DEVICES; OR
- (f) THAT THE SERVICES WILL BE OF MERCHANTABLE OR SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, THE SERVICES ARE NOT DESIGNED OR INTENDED FOR HIGH RISK ACTIVITIES.

## 11. LIMITATION OF LIABILITY; INDEMNIFICATION

(a) Cap on Liability. SUBJECT TO SECTION 11(C) BELOW, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, THE TOTAL AGGREGATE LIABILITY OF TENCENT AND ITS AFFILIATES, ON THE ONE HAND, AND YOU ON THE OTHER, FOR ALL CLAIMS ARISING IN CONNECTION WITH THESE TERMS, THE SERVICES, AND THE SOFTWARE, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WILL BE LIMITED TO THE TOTAL FEES THAT YOU HAVE PAID TO TENCENT UNDER THESE TERMS IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE THAT EVENT GIVING RISE TO THE LIABILITY FIRST OCCURRED. HOWEVER, NOTHING LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR ANY MATTERS FOR WHICH LIABILITY CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAWS.

(b) Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, NEITHER TENCENT, NOR ITS AFFILIATES OR THEIR LICENSORS WILL BE LIABLE TO YOU UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, FOR: (i) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES; (ii) UNAVAILABILITY OF THE SERVICES (EXCEPT AS PROVIDED UNDER SECTION 6(a)); (iii) YOUR APPLICATIONS OR INTELLECTUAL PROPERTY RIGHTS; OR (iv) LOSS OF DATA, LOST PROFIT, GOODWILL, REVENUE, CUSTOMERS OR OPPORTUNITIES; IN EACH CASE, RELATING TO THE SERVICES AND THESE TERMS.



(c) Unlimited Liabilities. NOTHING IN THESE TERMS EXCLUDES OR LIMITS YOUR LIABILITY FOR:

(i) YOUR PAYMENT OBLIGATIONS UNDER THESE TERMS;

(ii) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 11(F);

(iii) YOUR INFRINGEMENT OF OUR, OUR AFFILIATE'S OR LICENSOR'S INTELLECTUAL PROPERTY RIGHTS;  
OR

(iv) ANY FRAUDULENT ACTIVITIES OR FRAUDULENT MISREPRESENTATION.

(d) Disclaimer of Certain Liabilities. Without limiting Section 11(a) or 11(b), if the Services are interrupted for any of the reasons set forth below, Tencent disclaims liability for any loss or damage to the extent caused by the following:

(i) causes attributable to infrastructure operators, including but not limited to technical adjustments made by telecommunications operators, damage to telecommunications/power lines, installation, modification or maintenance of telecommunications networks/power resources by telecommunications/power operators;

(ii) your use of the Services in a manner not authorized by Tencent;

(iii) improper operation by you or failures in your computer software, systems, hardware, or telecommunications lines;  
or

(iv) any other circumstances not attributable to the fault of, outside the control of, or not reasonably foreseeable by, Tencent.

(e) Tencent Indemnification.

(i) Tencent will defend or, at its option, settle any third party claim, allegation, suit or proceeding ("**Claim**") brought against you alleging that the use of the Services by you in accordance with these Terms infringes a third party patent or copyright. Tencent will have sole control of the defense or settlement negotiations, and Tencent agrees to pay, subject to the limitations set forth in these Terms, any final judgment entered against you and any amounts agreed to in settlement by Tencent as a result of such infringement in any Claim defended by Tencent; provided that you provide Tencent with: (1) prompt written notice of the Claim; (2) sole control over the defense and settlement of the Claim; and (3) all reasonably requested information and assistance, to settle or defend the Claim.

(ii) In the event that any Claim is brought or, in Tencent's opinion, likely to be brought, Tencent may, at its sole option and expense: (1) procure for you the right to continue to use the applicable Services; (2) modify the Services, or replace the Services with non-infringing software or services that do not materially impair the functionality of the Services; or (3) if neither of the foregoing is feasible on commercially reasonable terms, terminate these Terms and notify you to discontinue to use the applicable Services.

(iii) Tencent will have no obligation to you under this Section 11(e) to the extent a Claim arises from: (1) your breach of these Terms; (2) User Data; (3) use of the Software or Services in combination with any products, services, data, software, hardware or business processes not provided by Tencent, if the alleged infringement is based on that combination; (4) use of non-current or unsupported versions of the Services or Software; (5) modifications to the Software or Services by anyone other than Tencent or its Affiliates; (6) any necessary implementation of an industry standard or protocol or compliance with any applicable laws and regulations; or (7) liability arising from your or any End User's use of the Services after Tencent has notified you to discontinue such use.

(iv) THIS SECTION 11 STATES THE ENTIRE LIABILITY OF TENCENT, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL

## PROPERTY RIGHTS WITH RESPECT TO THE SERVICES.

### (f) Your Indemnification.

(i) You will defend, indemnify and hold harmless Tencent, its Affiliates, and each of their respective agents, licensors, employees, officers and directors from and against any Claims to the extent they arise out of or in relation to:

your Application, product, service or User Data, including without limitation, their alleged infringement or misappropriation of the Intellectual Property Rights of any third party;

you or your End Users' use of the Services or Software, including without limitation any (A) alleged violation of Data Protection Laws (as defined in the Data Processing and Security Agreement) by you, your End User(s), Tencent, or its Affiliate(s) in connection with such use; (B) alleged violation of any other applicable laws and regulations by you, your End Users, Tencent, or its Affiliates in connection with such use; (C) alleged violation of third party rights by you, your End Users, Tencent, or its Affiliates; and/or (D) such use that would constitute a violation of these Terms; and/or the use of any products, services, data, software, hardware or business processes not provided by or on behalf of Tencent or its Affiliates.

(ii) Tencent will provide you with: (1) prompt written notice of any Claims; and (2) reasonable assistance, at your expense, to defend or settle the Claim. Tencent and its Affiliates retain the right to appoint additional counsel of their choice to participate in defending or settling the Claims, in which case the counsel retained by you will consult with the counsel appointed by Tencent or its Affiliates and will give them the opportunity to provide comments on defense and settlement strategies.

(iii) TAt your option, you may settle any such Claims, provided that any settlement requiring Tencent or its Affiliates or their agents, licensors, employees, officers or directors to admit liability, pay money, or take or refrain from taking any action will require Tencent's or the Affiliate's prior written consent (not to be unreasonably withheld, conditioned, or delayed).

(iv) Without limiting the foregoing, you agree to pay any final judgment entered against Tencent or its Affiliates or their licensors, employees, officers and directors including without limitation any damages, costs, penalties, fees, disgorgement, restitution, and interest, or in the event of settlement, any settlement amounts agreed to by you, as a result of those Claims. You also agree to reimburse us for any costs and reasonable attorney's fees spent responding to any third-party subpoena, legal order or other processes associated with such Claims.

(g) Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN YOU AND TENCENT. THIS ALLOCATION IS REFLECTED IN THE FEES CHARGED BY TENCENT TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TENCENT. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE LIMITED REMEDIES IN THESE TERMS HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## 12. TRADE COMPLIANCE

(a) Your Status. You represent and warrant that neither you, nor any of your officers, directors, shareholders, agents or employees, are:

- (i) listed in any list of designated persons maintained by any authority with jurisdiction over you (any person so listed being a “**Restricted Person**”);
- (ii) organized under the laws of, operating from or located or resident in a country or territory that is the target of comprehensive sanctions (as of the date of last update of these Terms, including Iran, Cuba, North Korea, Syria, the Crimea/Sevastopol region and the so-called Donetsk and Luhansk People’s Republics (collectively, “**Sanctioned Territories**”)); or
- (iii) controlled or owned 50 percent or more (directly or indirectly) in the aggregate, by one or more Restricted Persons.
- (b) Sanctions Event. If you become a Restricted Person or controlled or owned by 50% or more (directly or indirectly) in the aggregate, by one or more Restricted Person; if provision of or use of the Services becomes otherwise restricted or prohibited as a consequence of the imposition of sanctions or by operation of Trade Laws (as defined below); or if Tencent reasonably believes that you are in violation of Trade Laws or are engaging in activities that would risk placing Tencent in breach of any Trade Laws (a “**Sanctions Event**”), Tencent shall not be obliged to perform any of its obligations under these Terms or continue to provide the Services and shall be entitled, in its sole discretion, to terminate these Terms and the provision of the Services with immediate effect. Tencent is also entitled to take any other remedial actions at the discretion of Tencent.
- (c) Trade Compliance. In connection with your use of the Services, you will comply with all applicable export controls and economic sanctions laws and regulations (collectively, “**Trade Laws**”). You agree not to engage in any activities in connection with the use of the Services that would violate Trade Laws or that would risk placing Tencent in breach of any Trade Laws. You are solely responsible for compliance with Trade Laws related to the manner in which you choose to use the Services, including: (i) your transfer and processing of User Data; (ii) the provision of User Data to End Users; and (iii) specifying the Service Region in which any of the foregoing occur. For the avoidance of doubt, these Terms require you to, and you are solely responsible for complying with Trade Laws in the use of the Services by you and your End Users.

### 13. GENERAL

- (a) Independent Contractors. The relationship of the parties established by these Terms is that of independent contractors, and nothing contained in these Terms should be construed to give either party the power to: (i) act as an agent; or (ii) direct or control the day-to-day activities of the other. Financial and other obligations associated with each party’s business are the sole responsibility of that party and neither party has authority to bind the other party.
- (b) Non-Assignability and Binding Effect. Neither party may assign or otherwise transfer, by operation of law or otherwise, its rights or obligations under these Terms without the prior written consent of the other party, except that Tencent may freely assign or otherwise transfer these Terms without your consent: (i) in connection with a merger, acquisition or sale of all or substantially all of Tencent’s assets; or (ii) to any Affiliate or as part of a corporate reorganization. Upon such assignment or transfer taking effect, the successor or permitted assigns (as the case may be) shall assume assignor/transferor’s liability and assignor/transferor is released from the same. Any attempted assignment or transfer in violation of the foregoing restriction will be void. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.
- (c) Consent to Electronic Communications. By using the Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about

our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically, whether by e-mail, through the Services platform, or otherwise, will satisfy any legal communication requirements, including that those communications be in writing.

(d) Force Majeure. If the performance of these Terms is prevented, delayed, hindered or restricted, or Tencent breaches these Terms due to an event of force majeure, including but not limited to: (i) natural disasters; (ii) acts of government; (iii) promulgation or change of laws, regulations or policies (including Trade Laws, sanctions, restrictive measures or regulations); (iv) strikes or unrest; or (v) any significant change of circumstances (including changes in applicable laws which would render provision of Services potentially illegal or different from that contemplated by the parties at time of the acceptance of these Terms or first download, install, access, or use the Services), foreseeable or otherwise, in no case shall Tencent be liable for the breach of these Terms, or be otherwise liable for any such failure or delay in the performance of such obligations. If any of the abovementioned events persists for more than 15 calendar days, Tencent may terminate these Terms, without assuming any liability, by immediate written notice to you.

(e) Governing Law and Dispute Resolution. Except as provided in the North America Terms, EEA Consumer Terms, PRC Service Region Terms, Germany Terms, South Korea Terms or other region-specific or Service-specific terms, any claims for equitable relief may be brought in any court of competent jurisdiction even if the parties have chosen an exclusive venue below. These Terms are governed by the jurisdiction set forth in Section 3. Unless the North America Terms, EEA Consumer Terms, PRC Service Region Terms, Germany Terms South Korea Terms or other region-specific or Service-specific terms specify otherwise, all claims arising out of or relating to these Terms or the Services, will be resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre in force when the notice of arbitration is submitted. The seat of the arbitration will be Singapore and the language will be English. All proceedings will be confidential and there will be one arbitrator only.

(f) Waiver and Severability. The waiver by either party of any breach of these Terms does not waive any other breach. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms. If any part of these Terms is unenforceable, the remaining portions of these Terms will remain in full force and effect.

(g) No Third-Party Beneficiaries. These Terms are not intended to confer any benefits on any third party except to the extent that it expressly states that it does. End Users are not third party beneficiaries to these Terms.

(h) Entire Agreement. These Terms and the Additional Terms are the final and complete expression of all agreements between you and Tencent regarding their subject matter and supersede all prior oral and written agreements regarding these matters. The Additional Terms referred to in these Terms are incorporated by this reference. In the event of any conflict between the Terms and the Additional Terms, the inconsistency shall be resolved by giving preference to the following in the order that they are listed: (i) the Data Processing and Security Agreement (which shall govern with respect to processing of Personal Data as applicable to the relevant Services); (ii) these Terms; and (iii) the Additional Terms, provided, however, that the terms and conditions of the PRC Service Region Terms, the North America Terms, the EEA Consumer Terms, Germany Terms, South Korea Terms or other region-specific terms will govern with respect to the Services, if applicable. Tencent shall not be bound by any term which is different from, modifies or otherwise in addition to the terms of these Terms, unless modified in accordance with these Terms, or

otherwise agreed in writing. Where applicable, if you enter into a separate service agreement with Tencent in respect of the Services, and where expressly provided by that service agreement, the terms of the service agreement shall prevail to the extent that there is any conflict or inconsistency between the terms of that service agreement and these Terms. Without limiting the foregoing, the parties agree that any terms and conditions in any customer-issued purchasing forms, request for proposal, vendor questionnaire or similar shall not apply and Tencent disclaims the same.

(i) Modification of these Terms, the Privacy Policy and the Cookies Policy. Tencent may amend these Terms, including the Additional Terms, from time to time by posting updated versions to the Tencent Cloud site. Unless specifically provided in these Terms or the Additional Terms, or otherwise indicated by Tencent, the amended terms will take effect within 30 calendar days after they are posted. Notwithstanding the foregoing, any changes relating to Tencent's Services or product functionalities shall take effect immediately. Tencent will use reasonable efforts to notify you of the changes, but you are responsible for periodically checking these Terms, including the Additional Terms, for any modifications. Your continued use of the Services constitutes your acceptance of any amended Terms. Amended terms are not applicable retroactively.

(j) Language. All communications and notices in relation to these Terms shall be made or given in either English or Chinese. Notwithstanding the foregoing, to the extent any translations of these Terms are made, the English version shall prevail.

(k) Publicity. You agree that Tencent may refer to you as a customer of Tencent and use your name and logo in Tencent's marketing materials and websites. Except as otherwise permitted by law, you shall not issue any press release or make any other public communication with respect to these Terms, or the fact that Tencent is providing Services for you. You shall not use Tencent's trademarks, service marks, service or trade names, logos ("**Tencent Marks**"); or identify Tencent as a supplier of the Services without prior written consent of Tencent. Notwithstanding the permission granted, unless otherwise agreed by Tencent in writing, your limited permission to identify Tencent for such purposes and for the use of Tencent's Marks shall terminate as soon as these Terms expire or are terminated, whichever is sooner. Your use of the Tencent Marks shall be subject to any terms, conditions, or guidelines that Tencent may issue from time to time.

(l) Notice. Any notice required or permitted to be given under these Terms will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth above (in the case of Tencent) and any address registered with us (in your case) and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notwithstanding the foregoing, any notices, communications, or disclosures sent electronically by Tencent through email, the platform for the Services or otherwise, shall be deemed a valid and binding notice required or permitted to be given under these Terms.

## TENCENT CLOUD PRC SERVICE REGION TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service ("**Terms**") for which the PRC is the Service Region, such Services shall be provided by Tencent Cloud Computing (Beijing) Co., Ltd. ("**Tencent Cloud Beijing**") and subject to the terms of these PRC Service Region Terms as well as any applicable PRC laws and regulations. Any terms used but not defined in these PRC Service Region Terms have the meaning given to them in the Terms.

1. You hereby acknowledge and agree that (a) whilst Tencent Cloud Beijing shall provide the Services hereunder in accordance with these Terms and PRC Service Region Terms, it will not otherwise be responsible for your product, service, content and data used in connection with the Services; and (b) you have obtained, and shall maintain for the term of the Terms all applicable and valid regulatory, legal, and/or governmental licenses, filings, recordings, approvals, permits, etc. as may be required by any applicable PRC laws and regulations for the use of the Services and for your business operations using the Services in the PRC Region.

**2. Prohibited Conduct.** When using Services in the PRC, you must comply with all applicable PRC laws, regulations, rules and policies, and safeguard cybersecurity. You must not engage in, or facilitate, any activities that constitute a violation of such applicable laws, regulations, rules and policies, including but not limited to:

- (a) activities that contravene the Basic Principles of the Constitution of the PRC; jeopardize national security, reputation or interests; incite subversion of state power; overthrow the socialist system; incite division of state and sabotage national unity; advocate terrorism or extremism; incite ethnic hatred or discrimination; undermine the national religion policy; and/or promote cults or feudal superstition;
- (b) deceptive, false or misleading practices, or practices that infringe the intellectual property rights or legitimate rights and interests of others, such as using "private servers" or "plug-ins";
- (c) posting, publishing or dissemination of spam or unlawful content that disrupt national order, jeopardize national security, or advocate for feudal superstitions, obscenity, pornography or vulgarity;
- (d) violation of operating rules relating to networks, devices or services linked to the Tencent Cloud network; unlawful or unauthorized access, misappropriation, interference or surveillance;
- (e) any actual or attempted sabotage of network security, including but not limited to performing malicious scanning of websites and servers, hacking into a system, or unlawfully accessing data by using viruses, Trojans or malicious codes, phishing and so forth;
- (f) any actual or attempted modification of system configuration set by Tencent or any actual or attempted sabotage of system security; using technological means to undermine or disrupt the operation or others' use of the Services; any actual or attempted disruption of the normal operation of any products of Tencent or any part or functions thereof in any way, or the production, posting or dissemination of such tools or methods;
- (g) you being frequently attacked (including but not limited to DDoS attacks) as a result of the provision of the Services, including but not limited to "DNS resolution", "security services", "domain name proxy" and "reverse proxy", and failing to correct your practices in a timely manner, or failing to eliminate the effects as requested by Tencent, thereby causing an impact on the Services platform or on others;
- (h) activities violating the "Seven Bottom Lines", where the "Seven Bottom Lines" refers to the baseline standards in the following seven areas: laws and regulations, socialist system, national interests, citizens' legitimate rights and

interests, national order, moral risks, and information veracity, as promulgated by the competent authorities, and which may be updated or amended from time to time; and

(i) any other illegal or non-compliant practices, including but not limited to illegal activities such as gambling, violence, murder, terrorism, instigating crime, defamation, abuse, disruption of internet security and order, etc.

### **3. Your Information.**

(a) You shall provide truthful, legitimate and valid information (the "Information") in accordance with the registration procedures for the Services, including but not limited to your name, contact, email, telephone number, mailing address, industrial and commercial registration documents and so forth. If any change occurs to the Information, you shall promptly notify Tencent of such change.

(b) To ensure account and transaction security, Tencent shall be entitled to require you to carry out real-name authentication at any time, and you shall cooperate accordingly. You agree that Tencent Cloud may authenticate your Information with third parties, and you authorize Tencent to obtain all necessary information relating to your use of the Services.

(c) In order to reasonably protect your interests and those of your users and other right holders, Tencent shall be entitled to put in place processes and systems specifically devoted to dealing with infringement and complaints, and you shall comply with such processes and systems. If Tencent receives a complaint or report from a third party against you, Tencent shall be entitled to disclose your information (including but not limited to your registered name, identification, contacts, telephone number and so forth) to the complainant as necessary and may urge you to consult with the complainant, with a view to promptly resolving such complaint or dispute and protecting the legitimate rights and interests of all parties concerned. You shall extend your cooperation; failure to do so may affect your use of the Services.

**4.Security.** You will not install or use any pirated software on the Services and must take security measures to protect your computer information systems as required under applicable PRC laws, regulations or rules, including but not limited to installing any required State-approved security products specifically designed for computer information systems.

**5. Remedies.** If Tencent discovers, on its own or based on information provided by competent authorities or complaints filed by rights holders, that you have violated applicable PRC laws, regulations or rules, or breached the Terms, including these PRC Service Region Terms, Tencent will be entitled to take any one or more of the following actions at its own discretion:

(a) demand that you immediately remove or modify the content in question;

(b) immediately remove or block the content in question or disable the links in question;

(c) restrict or suspend the provision of the Services to you (including but not limited to directly taking your services offline and withdrawing the relevant resources or setting restrictions on your operations under your Account(s));

(d) in case of serious violations or breaches, Tencent will have the right to terminate the provision of Services to you and terminate the Terms (including but not limited to directly taking all of your services offline and withdrawing the relevant resources). The Fees already paid by you for any unused service period will be credited to Tencent as liquidated damages; and

(e) pursuing other liabilities against you in accordance with any applicable PRC laws and regulations.

Tencent shall not be responsible or held liable for any damages or losses, including but without limitation to the suspension of your business operations, deletion of data, etc., arising from the actions taken by Tencent hereunder due to your breach of these Terms and PRC Service Region Terms. You shall indemnify and hold harmless Tencent, its Affiliates, and each of their respective licensors, employees, officers and directors in respect of any damages or losses arising as a result of your breach of these Terms and PRC Service Region Terms.

**6. Cooperation with Authorities.** In accordance with any applicable PRC laws or regulations, or otherwise in compliance with the inquiry, request, order, or direction of any PRC governmental authorities, regulators, judicial, administrative or other competent authorities, and notwithstanding any confidentiality obligations or non-disclosure obligations whether set forth in these Terms or otherwise, Tencent will be entitled to render cooperation to the aforementioned authorities and regulators in respect of any inquiries, investigations, proceedings or otherwise, including providing the relevant information to such regulators and authorities, to facilitate the resolution of complaints and disputes in a timely manner and protect the legitimate rights and interests of all parties concerned.

**7. Governing Law.** The provisions of Section 13(e) and the provisions of Section 3 concerning governing law of the Terms are hereby deleted and restated as follows:

The formation, validity, performance and interpretation of, and dispute resolution in relation to, these Terms will be governed by the laws of the PRC (excluding the conflicts of law provisions). In the event of any dispute arising out of these Terms, the parties will first attempt to resolve the dispute through mutual consultation in good faith; if the parties fail to resolve the dispute through such consultation, either party may refer the dispute or conflict to the People's Court in Nanshan District, Shenzhen.

## TENCENT CLOUD NORTH AMERICA TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service (“**Terms**”) and the country specified in your registration information is in North America, you shall be subject to the terms of these North America Terms. Any terms used but not defined in these North America Terms have the meaning given to them in the Terms.

### 1. Dispute Resolution and Arbitration

(a) Except for the right of either party to apply to any court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute, controversy or claim arising in any way out of or in connection with the Terms, including the existence, validity, interpretation, performance, breach or termination of the Terms, or any dispute regarding pre-contractual or non-contractual rights or obligations arising out of or relating to it (“**Dispute**”) will be referred to and finally resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU



AND TENCENT ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

(b) Any arbitration between you and Tencent will be administered by the American Arbitration Association (“**AAA**”) under its rules in force when the Notice of Arbitration is submitted in accordance with those Rules (“**Rules**”), which Rules are deemed to be incorporated by reference into this clause and as may be amended by the rest of this clause. The Rules and filing forms are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The Federal Arbitration Act and federal arbitration law apply to the Terms. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing.

(c) Tencent will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000, in which case the payment of any fees will be decided by the Rules. Any arbitration hearing will take place at a location to be agreed upon in Santa Clara County, California, but if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the Rules in the county (or parish) of the address of your registration information. The arbitration tribunal will consist of three arbitrators to be appointed in accordance with the Rules. Arbitration will be conducted in English. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

(d) YOU AND TENCENT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Tencent agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceeding.

## **2. Third Party Connectivity Services**

The Services provided to you may include broadband data connectivity services that connect your location(s) to Tencent Cloud (the “Third Party Connectivity Services”). Tencent acts as a network manager and obtains the Third Party Connectivity Services on your behalf as an element of the Services you receive. The Third Party Connectivity Services are provided by one or more broadband service provider(s) subject to the terms and conditions of such provider(s). The Third Party Connectivity Services are subject to certain performance limitations that impact your use of the same. You may contact Tencent at [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com) to obtain additional information about the Third Party Connectivity Services that are being used as an element of your Services, including the provider(s)’ network practices, performance characteristics, and applicable commercial terms. Tencent passes through any costs for the Third Party Connectivity Services from the provider(s) to you and may charge a network manager fee as part of the Services offered.

# TENCENT CLOUD EUROPEAN ECONOMIC AREA AND SWITZERLAND (“EEA”) CONSUMER TERMS

If you are not a business user and you are purchasing the Services for personal use, to the extent you wish to receive Services under the Tencent Cloud Terms of Service (“**Terms**”) and the country specified in your registration information is in the EEA, such Services shall be subject to the terms of these EEA Consumer Terms. Any terms used but not defined in these EEA Consumer Terms have the meaning given to them in the Terms.

### **1. Governing Law**

These terms shall be governed by English law, except that (if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland) of the European Union other than England, there may be certain mandatory applicable laws of your country which apply for your benefit and protection in addition to or instead of certain provisions of English law and those mandatory laws will apply.

You agree that any dispute between you and us regarding these terms or the Services will only be dealt with by the English courts, except that if you are a consumer and not a business user) and if you live in a country (which, for these purposes, includes Scotland or Northern Ireland of the European Union other than England, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country. If you are a consumer within the EEA, to the extent there is any conflict, this provision shall take precedence over any term in the front-end of these Terms.

If you reside in EEA you may also have recourse to a mediation procedure body designated by us or an alternative dispute resolution process. The European Commission provides consumers with an online dispute settlement platform accessible at the following address: <http://ec.europa.eu/consumers/odr/>.

### **2. Cancellation Right**

You normally have the right to cancel the Services within 14 days after the date the Services start being provided. However, you acknowledge that we start provision of the Services immediately following acceptance of your selection of the Services (which, by selecting the Service, you request us to do) and that you will have no right to change your mind and cancel under the Consumer Contracts Regulations once the Services have been fully carried out. If you cancel before the Services have been fully carried out (and within the 14-day period) then the charge you pay us (and which we will deduct from any refund otherwise due to you) will be proportionate to the Services that have been used by the time you cancel, and will not exceed our reasonable costs of providing the Services up until that point.

To cancel the Services, you must clearly inform us, preferably:

by contacting customer service by submitting a work order through the console at

<https://console.tencentcloud.com/workorder/category>, giving us your name, address, and account information; or

Nothing in this section affects your legal rights.

### **3. Our refunds policy**

If you cancel the Services within the 14-day cooling-off period (see above), we will process any refund due to you as soon as possible and, in any case, within 14 days after you notify us of cancellation.

If you received any promotional or other discount when you paid, any refund will only reflect the amount you actually paid.

Refunds are made using the same method originally used by you to pay for your purchase, unless agreed otherwise.

### **4. Defective Services**

If any Services you order are defective (in other words, they do not comply with the requirements of these Terms), you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. If you believe the Services are defective, you should inform us as soon as possible by contacting customer service by submitting a work order through the console at <https://console.tencentcloud.com/workorder/category>, giving your name, address and account information. Nothing in this section affects your legal rights.

### 5. France Specific Terms

If you are a consumer residing in France, please note that the exclusion and limitation of liability provisions included in Sections 11(a) and 11(b) of the Terms above, will not apply to you.

## TENCENT CLOUD GERMANY TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service (“**Terms**”) and the country specified in your registration information is in Germany, you shall be subject to the terms of these Germany Terms, which prevail over the general Tencent Cloud Terms of Service in case of any contradictions. Any Terms used but not defined in these Germany Terms have the meaning given to them in the Terms.

- 1. Privacy Policy.** Our Privacy Policy does not form part of the Terms. It only serves for informational purposes and provides information on how we process personal data within the scope of the Services.
- 2. Changes to the Service and/or the Terms.** We reserve the right to change the Service and/or the Terms. We will notify you of the changed conditions by email at least six (6) weeks before their effective date and will indicate the intended application of these new Terms. If you do not object to the application of the new Terms within this period of time or if you continue to use the Services after the changed Terms have entered into force, the new Terms will be considered to have been accepted. We will notify you of the importance of the six (6) week period, the right to object, and the legal consequences of silence. If you do not accept the new Service and/or Terms, which are essential for the continued provision of our Services, we may terminate our contractual relationship with you.
- 3. Third Party Software.** No terms and conditions applicable to Third Party Software form part of the Terms. You are not bound by any terms and conditions applicable to Third Party Software by these Terms.
- 4. Limitation of Liability, Indemnification.** Notwithstanding Section 11 of the Tencent Cloud Terms of Service, the following applies to you:
  - (a) For damages with respect to injury to health, body or life caused by Tencent, Tencent’s representatives or Tencent’s agents in the performance of the contractual obligations, we are fully liable.
  - (b) Tencent is fully liable for damages caused wilfully or by gross negligence by Tencent, Tencent’s representatives or Tencent’s agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by Tencent or to damages which result from malicious action.
  - (c) If damages, except for such cases covered by Sections 4(a), 4(b) or 4(d), with respect to a breach of a contractual core duty are caused by slight negligence, Tencent is liable only for the amount of the total fees that you have paid to Tencent under these terms in the twelve (12) months immediately preceding the date that event giving rise to the

liability first occurred. Contractual core duties, generally, are such duties whose accomplishment enables proper performance of an agreement in the first place and whose performance a contractual party regularly may rely on.

(d) Tencent's liability based on the German Product Liability Act remains unaffected.

(e) Any further liability of Tencent is excluded.

(f) The limitation period for claims for damages against Tencent expires after one (1) year, except for such cases covered by sections 4(a), 4(b), or 4(d).

**5. Inapplicable Clauses.** The following Section of the Tencent Cloud Terms of Service do not apply to you: Section 9(b)(iv), Section 9(d), Section 10, and Section 13(g).

**6. Consent to Electronic Communications.** Notwithstanding Section 13(c) of the Tencent Cloud Terms of Service, we will ask you for a separate consent to receiving certain electronic communications from us.

**7. Termand Termination.** Irrespective of Section 9 of the Tencent Cloud Terms of Service, Tencent may terminate the Terms at any time and for any and no reason upon providing to you 30 days' written notice.

**8. Governing Law.** Notwithstanding Section 3(a) of the Tencent Cloud Terms of Service, if you use our Services as a consumer, the governing law that applies to the Terms is German law.

## TENCENT CLOUD SOUTH KOREA TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service ("**Terms**") and the country specified in your registration information is South Korea, you shall be subject to the terms of these South Korea Terms, which prevail over the general Tencent Cloud Terms of Service in case of any conflict or inconsistency. Any terms used but not defined in these South Korea Terms have the meaning given to them in the Terms.

### 1. Eligibility

Section 2 concerning eligibility of Terms is hereby restated as follows:

You must be at least 19 years old to use the Services. By agreeing to these Terms (including South Korea Terms, hereinafter the same), you represent and warrant to us that: (a) you are at least 19 years old; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with any and all applicable laws and regulations. If you are an entity, organization or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

### 2. Changes on Services or Fees

If Tencent changes the Services or Fees, Tencent will specify the reason for the change, the content of the Services or Fees to be changed, and the date of provision, etc., and post such information on the initial screen of the Service at least 7 days prior to the date of implementation of such change. However, if the change in Service or Fees is unfavorable or material to you, we will notify you at least 30 days in advance and obtain consent from you with respect to the change.

### 3. Payments in KRW Currency

All Fees payable for your use of the Services under this Agreement are denominated in USD. If you have elected to

pay Fees using a credit card as your Payment Method, the Fees chargeable in a calendar month will be converted from USD to KRW, and the applicable exchange rate shall be determined by the mid-rate published by Bloomberg on the last business day of the preceding month. For example, if you are charged Fees in March 2024 for use of certain Services, and you have elected to pay using your credit card, the Fees will be converted from USD to KRW using the exchange rate determined by the mid-rate published by Bloomberg on the last business day of February 2024, and your credit card will be charged accordingly after conversion to KRW.

#### 4. Cancellation

(a) If you are an end-user of the Services and a consumer under Act on the Consumer Protection in Electronic Commerce, etc., you may cancel the Services within 7 days after the date of commencement of the Services. However, notwithstanding the above, if the contents of the Services are different from the contents displayed or advertised by Tencent, or if the contents are performed differently from contents specified in the Terms and other agreements related to the Services, you may cancel the Services within three months after the date of commencement of the Services, or within 30 days after the date you knew or could have known such fact.

(b) You may not cancel the Services against Tencent's intention if the Services that Tencent has provided are temporary or with only partial functions.

(c) In order to cancel the Services, you must clearly inform us, preferably by contacting customer service by submitting a work order through the console at <https://console.tencentcloud.com/workorder/category>, giving us your name, address, and account information.

(d) Cancellation will take effect from the date of sending your intention to cancel.

(e) If you cancel, Tencent will delete and terminate your Service without delay and refund Fees within 3 days after the date of deletion/termination.

(f) In the event that Tencent delays the refund in paragraph (e), Tencent will pay you the delayed interest calculated by multiplying the delayed period by the interest rate prescribed by the Act on the Consumer Protection in Electronic Commerce, Etc. and the Enforcement Decree.

(g) Tencent will request the business operator who provided the Payment Method used to pay the Fees to suspend or cancel the charge for the Fees without delay. However, if Tencent has already received Fees from the payment company, it will be refunded to the payment company and notify to you.

(h) If you have used some of the Services, Tencent is entitled to make a claim against you for an amount equivalent to the benefits you have obtained by using the Services or the cost of supplying the Services for you.

(i) Tencent may not claim a penalty or compensation for damages on the grounds of cancellation.

#### 5. Modification of the Terms

If Tencent intends to amend the Terms, Tencent will post the updated version on the Tencent Cloud website. Updated versions will be effective no earlier than 7 days after the date of posting. Your continued use of the Services after the effective date of the updated Terms constitutes your acceptance of any amended Terms. However, if the modification in the Terms is unfavorable or material to you, we will notify you at least 30 days in advance and obtain consent from you with respect to the modification.

#### 6. Governing Law

Notwithstanding Section 3(a) of the Terms, if you use our Services as an end-user or consumer, the governing law

that applies to the Terms will be Korean Law.

# Política de privacidade

Last updated : 2024-04-26 10:42:04

## RESUMO

### Que tipo de informações pessoais coletamos?

Coletamos informações sobre seu uso e compra de nossos Serviços e suas interações com a Tencent. Você também fornece informações quando faz uma consulta em nosso site ou se registra para usar nossos Serviços. Exemplos incluem seu nome e detalhes de contato. Se você é o administrador da conta, pode fornecer direitos de acesso a outras pessoas, inclusive seu endereço de e-mail no console de serviço. Para obter informações que você nos fornece para configurar sua conta e que coletamos e geramos no gerenciamento de seus Serviços, atuamos como o controlador. Para obter informações que você armazena usando os Serviços (por exemplo, conteúdo que você carrega para armazenar em nossos servidores), atuamos como um processador. Consulte abaixo em [Os tipos de informações pessoais que coletamos e processamos](#) para obter mais informações.

### Como usaremos as informações pessoais coletadas?

Usaremos as informações coletadas para criar e verificar sua conta, ativar a alteração de senha, processar pagamentos e para nos comunicarmos com você. Consulte abaixo em [Como usamos suas informações pessoais](#) para obter mais informações.

### Com quem compartilhamos as informações pessoais coletadas?

Compartilhamos suas informações com nossos prestadores de serviços terceirizados, empresas de grupos relacionados e conforme exigido por lei. Consulte abaixo em [Como divulgamos e armazenamos suas informações pessoais](#) para obter mais informações.

### Onde processamos as informações pessoais coletadas?

Nossos servidores podem estar localizados fora do país onde você está localizado, por exemplo, na China continental. Consulte abaixo em [Como divulgamos e armazenamos suas informações pessoais](#) para obter mais informações.

### Por quanto tempo reteremos as informações pessoais coletadas?

Suas informações serão retidas enquanto sua conta existir. Depois disso, as informações são excluídas dentro de um período de tempo definido, dependendo do tipo de informação pessoal. Consulte abaixo em [Retenção de dados](#) para mais informações.

### Como exerço meus direitos sobre minhas informações?

Você pode ter direitos especiais sobre suas informações e como podemos usá-las. Eles incluem como você pode acessar as informações, apagar as informações, restringir como suas informações podem ser usadas, opor-se ao uso

delas e obter uma cópia de suas informações. Consulte abaixo em [Seus direitos](#) para obter mais informações.

### Resolução de disputas

Se você tiver alguma preocupação ou reclamação, entre em contato conosco em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com). Veja abaixo em [Contato e reclamações](#) para mais informações.

### Como notificaremos você sobre alterações?

Se houver qualquer alteração significativa nesta política de privacidade, forneceremos um aviso em nosso site. Consulte abaixo em [Atualizações e alterações](#) para obter mais informações.

### Informações de contato

*Controlador de dados (AEE, Reino Unido e Suíça):* Tencent Cloud Europe B.V.. Endereço: Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, Países Baixos.

*Controlador de dados (Fora da AEE, Reino Unido e Suíça):* A entidade com a qual você tem contrato, conforme definido nos [Termos de serviço](#).

*Encarregado de proteção de dados:* enviar e-mail [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

### Adendo específico da jurisdição

Disposições adicionais em relação a certas jurisdições estão incluídas no adendo a esta política de privacidade. Se você é residente normalmente em uma jurisdição listada, então os termos relevantes para essa jurisdição se aplicam a você. Caso haja algum conflito entre um adendo e esta política de privacidade, as disposições do adendo relevante prevalecerão sobre o território relevante apenas. Salvo disposição em contrário, em um adendo relevante, as disposições desta política de privacidade aplicam-se a esse território, além das disposições específicas de tal adendo e não são alteradas, exceto conforme especificamente declarado em tal adendo.

### Módulos

Os Módulos definidos abaixo na seção [Módulos](#) desta política de privacidade devem ser aplicados e fazer parte desta política de privacidade se você usar o Recurso específico (como definido em cada módulo relevante). Você reconhece que coletaremos, processaremos, usaremos e armazenaremos suas informações pessoais, conforme descrito no Módulo aplicável. Veja abaixo em [Módulos](#) para mais informações.

## INTRODUÇÃO

Quando você usa ou interage conosco em relação ao site da Tencent Cloud e os serviços em nuvem (incluindo <https://tencentcloud.io> e <https://www.tencentcloud.com>) (“**Serviços**”), está concordando com nossas regras e políticas sobre suas informações pessoais e expressamente concorda que coletaremos, processemos, usemos e armazenemos suas informações pessoais, conforme descrito nesta política de privacidade.

### Se você não concorda com esta política de privacidade, não deve usar os Serviços.

Armazenamos informações pessoais que você nos fornece para configurar e gerenciar sua conta e os Serviços, e informações pessoais geradas em conexão com o uso dos Serviços (“**Informações Administrativas**”). Somos o



controlador de dados de Informações Administrativas. Esta política de privacidade informa suas escolhas e as práticas com relação às suas Informações Administrativas.

Também temos dados, incluindo informações pessoais, que você envia, carrega, transmite ou exibe usando os Serviços (“**Conteúdo**”) e armazenamos esses dados exclusivamente para prestar os Serviços. Os termos relacionados ao nosso armazenamento de conteúdo estão definidos em nossos [Termos de serviço](#) e [Processamento de dados e adendo de segurança](#). Você é o controlador de dados do Conteúdo e as perguntas sobre os processos de tratamento de dados de seus usuários ou terceiros em relação ao Conteúdo devem, em primeira instância, ser endereçadas a você. Em todos os momentos, atuamos como um provedor de serviços para você e processamos dados em seu nome. Você pode extrair seu Conteúdo a qualquer momento.

Se você estiver localizado na Área Econômica Europeia ou na Suíça, o controlador de dados de suas informações pessoais para fins do Regulamento Geral de Proteção de Dados é a Tencent Cloud Europe B.V., uma empresa registrada na Holanda com seu endereço registrado no edifício Atrium, 8º andar, Strawinskylaan 3127, 1077 ZX Amsterdam, Países Baixos. Se você estiver localizado fora da Área Econômica Europeia ou Suíça, o controlador de dados de suas informações pessoais é a entidade com a qual está contratado, conforme estabelecido nos [Termos de Serviço](#). Em cada caso, a entidade relevante é referida nesta política como “**Tencent**”, “**nós**” e “**nos**”.

Você pode entrar em contato com nosso encarregado de proteção de dados em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

## SEÇÃO 1: ONDE SOMOS UM CONTROLADOR DE DADOS

### Os tipos de informações pessoais que coletamos e processamos

Coletaremos e usaremos as seguintes informações sobre você:

**Informações que você nos fornece.** Você pode nos fornecer suas informações fazendo uma pergunta sobre nossos Serviços, usando nossos Serviços ou entrando em contato conosco por telefone, e-mail ou de outra forma. Isso abrange informações que você fornece quando se cadastra em nossos Serviços (ou para cliente comercial, atua como o representante comercial da empresa que se registrar em Serviços), tais como seu nome, nome de usuário, endereço de e-mail, endereço IP, APPID, UIN, ID do dispositivo, ID da Tencent Cloud, identificação de foto, informações do cartão de crédito, número de telefone e outras informações que nos ajudam a registrá-lo para usar nossos Serviços.

**Informações que coletamos sobre você quando usa nossos Serviços.** Coletamos automaticamente determinadas informações suas quando você usa nossos Serviços por meio do portal Tencent Cloud da web, incluindo endereço IP, agente do usuário e ID do dispositivo, além de informações referentes ao uso que você faz de nossos serviços, como nosso log de suas visitas, solicitações de acesso do site, uploads e downloads.

**Informações que obtemos de terceiro.** A Tencent Cloud permite que os administradores da conta de usuário determinem os direitos de acesso. Ao fazer isso, o administrador de seus Serviços (que pode ser você) pode incluir os endereços de e-mail de outras pessoas que devem ter acesso aos Serviços segundo essa conta. Se você é o administrador da conta, reconhece e se compromete conosco que tem o consentimento da pessoa em questão para fornecer seu endereço de e-mail para este fim.

Também coletamos e armazenamos suas informações cada vez que você interage com a Tencent, por exemplo, quando se comunica conosco por e-mail, ativa novos Serviços ou preenche formulários em nosso site. Também armazenamos informações sobre os serviços adquiridos, como o código de ativação, data de compra e informações relacionadas a qualquer problema de suporte.

## Cookies

Usamos cookies e outras tecnologias similares (por exemplo, web beacons, flash cookies etc.) (“**Cookies**”) para melhorar sua experiência de uso dos Serviços. Cookies são pequenos arquivos que, quando armazenados em seu dispositivo, nos permitem fornecer determinados recursos e funcionalidades.

Você tem a opção de permitir a instalação desses cookies ou de desabilitá-los posteriormente. Você poderá aceitar todos os cookies, ou instruir o navegador da web a notificar quando ocorrer instalação de cookies, ou poderá recusar-se a aceitar todos os cookies fazendo o ajuste da função relacionada no navegador da web em seu computador. No entanto, no caso de sua recusa em instalar cookies, a Tencent Cloud pode ser impedida de fornecer alguns de seus Serviços que estão disponíveis para você.

Para obter mais informações sobre os cookies que usamos, consulte nossa [Política de Cookies](#).

## Crianças

Nossos serviços não se destinam a crianças. As crianças não devem usar o Serviço para nenhuma finalidade. Não permitiremos intencionalmente que qualquer pessoa menor de 14 anos se registre em nossos serviços e/ou forneça qualquer informação de identificação pessoal. Se você tiver menos de 14 anos, não se inscreva para uso de nossos Serviços nem forneça qualquer informação sobre você mesmo através do Serviço.

## Como usamos suas informações pessoais

Usaremos as informações das seguintes formas e de acordo com as seguintes bases legais:

Informações Pessoais	Finalidade do Uso	Base legal para processamento (aplicável somente para AEE e Reino Unido)
Local, nome, endereço de e-mail, endereço IP, agente de usuário (ou navegador da web), ID do dispositivo e ID da Tencent Cloud, endereço (incluindo cidade e código postal), APPID, UNI e nome de usuário (Obrigatório)	Nós usamos essas informações para: criar sua conta Tencent Cloud de acordo com sua solicitação e/ou verificar se você tem uma conta; permitir redefinições de senha; fornecer suporte ao usuário; registrar transações ou fornecer confirmações de pedidos; e fazer cumprir nossos termos, condições e políticas.	Processamos essas informações conforme necessário para cumprirmos nosso contrato com você de fornecer nossos Serviços.

<p>Número do dispositivo móvel, endereço de e-mail, endereço (Obrigatório)</p>	<p>Utilizamos essas informações: para verificar sua conta na Tencent Cloud; para proteção de segurança (se você ativar verificação da conta, será usada para lhe enviar alertas por SMS e códigos de autenticação em dois fatores sempre que você modificar senhas da conta, endereços de e-mail etc.); para notificações de produtos; para confirmações de pedidos; e para informações de serviços (por exemplo, informações de saldo da conta e para nos comunicarmos com você quando o saldo em sua conta estiver baixo).</p>	<p>É do nosso interesse legítimo verificar sua identidade e nos comunicarmos com você sobre os Serviços.</p>
<p>Documento de identificação com foto (por exemplo, carteira de motorista, passaporte ou licença de trabalho) Nome e Endereço (Obrigatório)</p>	<p>Se você optar por usar servidores localizados na RPC (exceto Hong Kong (China), Macau (China) e Taiwan (China)) para os Serviços, usamos seu documento de identificação com foto (ou, caso você seja um cliente corporativo, a documentação corporativa) para garantir que sua conta tenha verificação legal de acordo com a legislação local.</p>	<p>É do nosso interesse legítimo processar esses dados para garantir que você esteja apto a ativar o serviço para uso nas jurisdições onde este é um requisito legal.</p>
<p>Informações de cartão de crédito (número do cartão, nome, data de validade, código de segurança) (Obrigatório)</p>	<p>Usamos as informações do seu cartão de crédito para processar pagamentos feitos por você para uso dos Serviços.</p>	<p>Processamos essas informações conforme necessário para que possamos executar nosso contrato com você e para facilitar o pagamento pelos Serviços.</p>
<p>Registros de transações (tais como data e horário do pagamento pelos serviços) (Obrigatório)</p>	<p>Fornecemos acesso aos seus Registros de transações para que você possa acompanhar seu histórico de transações.</p>	<p>Processamos essas informações como necessário para</p>

		<p>executarmos nosso contrato com você para gerenciar pagamentos referentes aos Serviços.</p>
<p>Dados de log, Metadata, endereço IP, Tíquetes de usuário, agente de usuário, data e hora de acesso, cada visita à URL dentro do site da Tencent Cloud, seja diretamente ou por indicação de sites de terceiros (Obrigatório)</p>	<p>Usamos essas informações para estratégia e melhoria dos Serviços e para análises.</p>	<p>É do nosso legítimo interesse melhorar nossa e estratégia e Serviços.</p>
<p>Tíquete de Atendimento ao Cliente/Conteúdo de Bate-papo, Endereço IP, ID da Tencent Cloud, detalhes de incidentes e etapas de resposta; (se optar por fazer a consulta via Telegram: número da conta do usuário do Telegram) (Obrigatório)</p>	<p>Nós usamos essas informações para: tratar de suas preocupações e queixas sobre os Serviços; e melhorar e administrar nossos Serviços e para operações internas, incluindo resolução de problemas, análises de dados, testes, pesquisa, estatísticas e finalidade de pesquisas e para manter nossos Serviços seguros e protegidos.</p>	<p>É de nosso interesse legítimo melhorar nossos Serviços e fornecer suporte relacionado aos Serviços que lhe são fornecidos.</p>
<p>Log e metadados em relação a incidentes (Obrigatório)</p>	<p>Usamos essas informações para melhorar nossos Serviços e respostas.</p>	<p>É de nosso interesse legítimo melhorar nossos Serviços e respostas.</p>
<p>Dados de consulta (dados fornecidos quando você envia uma consulta via formulário de contato do site ou como parte de uma consulta de vendas), incluindo: seu nome, e-mail, número de telefone, UIN, prioridade da consulta ou ticket, configurações de lembrete, nome da empresa, serviço comercial, local e detalhes de sua consulta ou qualquer informação adicional fornecida por você (Obrigatório)</p>	<p>Usamos essas informações para responder à sua solicitação.</p>	<p>É de nosso interesse legítimo processar essas informações conforme necessário para responder à sua solicitação.</p>

<p>Dados de consulta de suporte técnico (dados fornecidos quando você envia uma solicitação de suporte técnico), incluindo seu nome, e-mail, número de telefone, o tipo de sua pergunta e os detalhes de sua consulta (Obrigatório)</p>	<p>Usamos essas informações para responder à sua solicitação.</p>	<p>É de nosso interesse legítimo processar essas informações conforme necessário para responder à sua solicitação.</p>
<p>Dados de contato promocionais: nome, e-mail, número de telefone, nome da empresa, serviço comercial, localização e detalhes de sua consulta (Opcional)</p>	<p>Nós usamos essas informações para: promover nossos produtos e serviços para você; e para enviar-lhe comunicações de marketing direto através de nós ou de nossos parceiros terceirizados.</p>	<p>Processamos essas informações com seu consentimento. Você pode retirar esse consentimento a qualquer momento.</p>
<p>Dados de marketing: nome, e-mail comercial, número de telefone, nome da empresa, país/região e indústria (Obrigatório)</p>	<p>Utilizamos essas informações: para reservar uma vaga para você em nossos eventos on-line e webinars para notificações de produtos; e para confirmação de pedidos.</p>	<p>Processamos essas informações com seu consentimento. Você pode retirar esse consentimento a qualquer momento.</p>
<p>Nome, endereço de e-mail, código do país, número de telefone, nome da empresa, serviço empresarial, consulta (Obrigatório)</p>	<p>Utilizamos essas informações: para processar sua solicitação para o Programa de Suporte a Recursos em Nuvem da Covid-19; para responder a solicitações de nossos produtos; para notificações de produtos; e para confirmação de pedidos.</p>	<p>Processamos essas informações de acordo com o contrato que temos com você para fornecer o suporte.</p>
<p>Nome, endereço de e-mail, código do país, número de telefone e nome da empresa (Obrigatório)</p>	<p>Usamos essas informações para comunicar (seja através de nós ou de nossos parceiros de terceiros) com você, a fim de entender produtos e serviços que possam lhe interessar e explorar potenciais oportunidades de negócios com você.</p>	<p>É do nosso interesse legítimo processar tais dados para</p>

		manter um relacionamento com você e entender melhor as necessidades do seu negócio.
Nome, endereço de e-mail e quaisquer outras informações que você nos forneceu para cumprir as obrigações legais (por exemplo, data de nascimento, nacionalidade, data de registro comercial, número de registro comercial, local do registro comercial) (Obrigatório)	Usamos essas informações para cumprir nossas obrigações legais.	Processamos essas informações conforme é necessário para cumprirmos as obrigações legais às quais estamos sujeitos

## Como divulgamos e armazenamos suas informações pessoais

Podemos divulgar suas informações pessoais com terceiros selecionados dentro e fora do seu país, incluindo:

**Terceiros** onde usamos um serviço de terceiros para: (a) processar pagamentos; (b) fornecer suporte ao cliente (incluindo prestação de um banco de dados de suporte e tíquetes); (c) enviar notificação de serviço por SMS; ou (d) fornecer outros serviços, suporte ou funcionalidade como parte dos Serviços, incluindo aqueles relacionados em nossa página de [Terceiros](#).

**Empresas do grupo relacionadas**, incluindo as entidades relacionadas em nossa página de [Terceiros](#), com quem compartilhamos suas informações pessoais para operar nossos Serviços.

Na medida em que os dados são transferidos para fora da AEE ou do Reino Unido para processamento (por exemplo, para a China Continental), contamos com os contratos modelo da Comissão Europeia para a transferência de dados pessoais para países terceiros (ou seja, as cláusulas contratuais padrão), de acordo com a Decisão 2001/497/EC (no caso de transferências para um controlador) e Decisão 2004/915/EC (no caso de transferências para um processador);

**Agências de cumprimento da lei, autoridades públicas ou outros órgãos judiciais ou organizações.**

Divulgamos informações se formos legalmente obrigados a fazê-lo, ou se acreditarmos de boa fé de que tal uso é razoavelmente necessário para:

cumprir uma obrigação, processo ou solicitação legal;

fazer cumprir nossos termos de serviço e outros acordos, políticas e normas, incluindo investigação de qualquer possível violação;

detectar, prevenir ou resolver problemas técnicos, de fraude ou de segurança; ou

proteger os direitos, propriedades ou segurança que sejam nossos, de nossos usuários, de terceiros ou do público conforme exigido ou permitido por lei (incluindo a troca de informações com outras empresas e organizações com a finalidade de proteger contra fraude e reduzir o risco de crédito); e

**Um terceiro que adquire tudo, ou substancialmente todos nós ou nossos negócios.** Divulgaremos informações a terceiros caso vendamos ou compremos qualquer negócio ou submetamos a uma fusão, em cujo caso divulgaremos seus dados ao possível comprador desse negócio. Também divulgaremos informações a terceiros se vendermos, comprarmos, fundirmos ou associarmos outras empresas ou negócios, ou vendermos alguns ou todos os nossos ativos. Nessas transações, as informações do usuário poderão estar entre os ativos transferidos.

### Conexões e serviços de terceiros

A Tencent pode fornecer links para outros sites de terceiros como uma conveniência para você (coletivamente, o “**Sites de terceiros**”). Pedimos que seja observado o devido cuidado ao visitar qualquer site de terceiros. Os Sites de Terceiros têm políticas de privacidade separadas e independentes, avisos e termos de uso que regem o uso que você faz de tais sites e o uso que eles fazem de quaisquer informações coletadas. Recomendamos que você leia essas políticas com cuidado. A Tencent se isenta de qualquer responsabilidade pelas informações pessoais que você fornece a quaisquer sites de terceiros.

### A segurança das suas informações pessoais

Infelizmente, a transmissão de informações pela internet não é totalmente segura. Embora façamos todo o possível para proteger suas informações pessoais, não podemos garantir a segurança das informações transmitidas ao nosso site.

### Retenção de dados

Reteremos suas informações pessoais conforme descrito abaixo (exceto se de outra forma a retenção for obrigatória pela lei aplicável).

Informações	Período de retenção
Local, endereço de e-mail, senha, endereço IP, agente de usuário (ou navegador da web), ID do dispositivo, ID da Tencent Cloud, código de verificação, número do celular, nome, endereço (incluindo cidade e código postal), APPID, UIN	Os dados da conta são mantidos enquanto uma conta existir. As informações são excluídas em trinta (30) dias a partir da data em que a conta for excluída.
Informações de cartão de crédito (número do cartão, nome, data de validade, código de segurança)	Os dados da conta são mantidos enquanto uma conta existir. As informações são excluídas em trinta (30) dias a partir da data em que a conta for excluída.
Registros de transação	A data de pagamento é mantida pelo tempo em que a conta existir. As informações são apagadas em noventa (90) dias a partir da data em que a conta é excluída.

Documento de identificação com foto (por exemplo, carteira de motorista, passaporte ou licença de trabalho) nome e endereço	Os dados da conta são mantidos enquanto uma conta existir. As informações são excluídas em trinta (30) dias a partir da data em que a conta for excluída.
Dados de Log, Metadados, endereço IP, agente do usuário, data e hora de acesso, cada visita à URL dentro do site da Tencent Cloud, seja diretamente ou por indicação de sites de terceiros	Esses dados são mantidos pelo tempo em que uma conta existir. As informações são excluídas em trinta (30) dias a partir da data em que a conta for excluída.
Tíquete de serviço do cliente / conteúdo do chat, endereço IP, ID da Tencent Cloud, detalhes de incidentes e etapas da resposta; Número da conta do usuário do Telegram	Esses dados são mantidos pelo tempo em que uma conta existir. As informações são excluídas em vinte e quatro (24) horas a partir da data em que a conta é excluída.
Log e metadados em relação a incidentes	Esses dados são mantidos pelo tempo em que uma conta existir. As informações são excluídas em trinta (30) dias a partir da data em que a conta for excluída.
Dados de consulta (dados fornecidos quando você envia uma consulta via formulário de contato do site ou como parte de uma consulta de vendas, incluindo: seu nome, e-mail, número de telefone, UIN, prioridade da consulta ou ticket, configurações de lembrete, nome da empresa, serviço comercial, local e detalhes de sua consulta ou qualquer informação adicional fornecida por você)	Os dados de consulta são mantidos até que a consulta seja resolvida e depois são excluídos dentro de cento e oitenta (180) dias da tal resolução, exceto se você concordar em ter esses dados retidos e receber mais informações no futuro.
Dados de consulta de suporte técnico (dados fornecidos quando você envia uma solicitação de suporte técnico), incluindo seu nome, e-mail, número de telefone, o tipo de sua pergunta e os detalhes de sua consulta	Os dados de consulta de suporte técnico são mantidos até que uma consulta seja resolvida e, em seguida, apagados dentro de 180 (cento e oitenta) dias da tal resolução, a menos que você concorde em ter esses dados retidos e receber mais informações no futuro.
Dados de contato promocionais: nome, e-mail, número de telefone, nome da empresa, serviço comercial, localização e detalhes de sua consulta	Esses dados são mantidos até que você nos diga que não deseja mais receber as informações promocionais.
Dados de marketing: nome, e-mail comercial, número de telefone, nome da empresa, país/região e indústria.	Esses dados são mantidos até que você nos diga que não deseja mais receber as informações promocionais.
Nome, Endereço de E-mail, Código de País, Número de Telefone, Nome da Empresa, Serviço comercial, consulta.	Esses dados são mantidos enquanto o Programa de Suporte a Recursos em



	Nuvem da Covid-19 funcionar. As informações são apagadas no prazo de 90 (noventa) dias a partir da data em que o Programa de Suporte a Recursos em Nuvem da Covid-19 termina.
Nome, endereço de e-mail, código do país, número de telefone e nome da empresa	Esses dados são mantidos pelo tempo em que uma conta existir. As informações são excluídas em trinta (30) dias a partir da data em que a conta for excluída.
Nome, endereço de e-mail e quaisquer outras informações que você nos forneceu para cumprir as obrigações legais (por exemplo, data de nascimento, nacionalidade, data de registro comercial, número de registro comercial, local do registro comercial)	Esses dados são mantidos pelo tempo necessário para cumprir as obrigações legais aplicáveis.

As informações pessoais que cumpram o fim para o qual foram recolhidas ou utilizadas, ou que tenham atingido o período de posse das informações pessoais, serão destruídas de forma irreversível. As informações pessoais armazenadas em arquivos eletrônicos serão excluídas com segurança de maneira irreversível com o uso de métodos técnicos, e as informações impressas serão destruídas por fragmentação ou com incineração dessas informações. Além disso, excluiríamos suas informações pessoais dentro de 10 dias (i) mediante sua solicitação para que suas informações pessoais sejam excluídas; (ii) após a sua exclusão de sua conta; e/ou (iii) se alguma informação pessoal for deixada para trás com registros de contas incompletos.

Caso o período de processamento e retenção tenha sido encerrado, mas as informações pessoais devam ser retidas continuamente por outras razões, inclusive para os fins prescritos pelas leis aplicáveis, as informações pessoais relevantes serão armazenadas e mantidas separadamente de outros tipos de informações pessoais.

## Seus direitos

**Esta seção (“Seus Direitos”) se aplica aos usuários que estão localizados na Área Econômica Europeia.**

**As subseções intituladas “Acesso, correção e exclusão” também se aplicam a usuários localizados no Japão e Coreia e Região administrativa especial de Macau.**

Você tem determinados direitos em relação às informações pessoais que retemos sobre você. Alguns deles aplicam-se apenas em certas circunstâncias, conforme estabelecido em mais detalhes abaixo. Definimos também como exercer esses direitos. Observe que solicitaremos que você verifique sua identidade antes de responder a qualquer solicitação para exercer seus direitos. Devemos responder a uma solicitação sua para exercer esses direitos sem demora injustificada e dentro de um mês pelo menos (embora esse prazo possa ser estendido por outros dois meses em determinadas circunstâncias), exceto se de outra forma permitido pela legislação aplicável. Para exercer qualquer um dos seus direitos, preencha o formulário de solicitação [aqui](#).

### Acesso, correção e exclusão

Você pode acessar, corrigir e excluir alguns de seus dados no portal da conta a qualquer momento [aqui](#). Se você acredita que há qualquer outra informação pessoal que processamos sobre você, ou se você for incapaz de corrigir ou excluir informações imprecisas, pode fazer uma solicitação [aqui](#). Você também poderá ter direito a receber uma cópia de determinadas informações pessoais (consulte *Portabilidade* abaixo).

Entretanto, observe que poderemos reter informações pessoais se houver motivos válidos segundo as leis de proteção de dados para que o façamos (por exemplo, para defender reclamações legais ou liberdade de expressão) mas que você será avisado se for esse o caso.

### **Portabilidade**

Você tem o direito de receber uma cópia de certas informações pessoais que coletamos de você em um formato estruturado, comumente usado e legível por máquina e tem o direito de solicitar que transfiramos essas informações pessoais para outra parte. As informações pessoais relevantes são informações fornecidas para fins de execução do nosso contrato com você (por exemplo, seu número de celular, endereço de e-mail ou dados de transação). Você pode exportar seu Conteúdo a qualquer momento.

Se você deseja que transfiramos as informações pessoais para terceiros, pode entrar em contato conosco usando o formulário disponível [aqui](#). Observe que podemos fazê-lo somente quando for tecnicamente viável.

### **Restrição do processamento apenas para armazenamento**

Você tem o direito de nos solicitar para parar de processar suas informações pessoais que mantemos, que não sejam para fins de armazenamento, em determinadas circunstâncias. Entretanto, observe que se pararmos de processar as informações pessoais, ainda poderemos usá-las se houver razões válidas segundo as leis de proteção de dados para fazê-lo (por exemplo, para defesa de reclamações legais ou proteção de outros).

### **Contestação**

Você tem direito a contestar nosso processamento das suas informações pessoais sob determinadas circunstâncias (tal como quando essas informações são usadas com seu consentimento, por exemplo, para marketing ou criação de perfis) preenchendo o [formulário aqui](#).

### **Comunicações de nossa parte**

Se você optou pelo recebimento de nosso marketing direto, poderemos enviar-lhe notícias e ofertas de tempos em tempos, por exemplo; para reservar um lugar em nossos webinars. Você pode optar por sair a qualquer momento entrando em contato conosco pelo: [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

Poderemos, ocasionalmente, enviar-lhe anúncios relacionados a serviços quando considerarmos necessário fazê-lo (como quando suspendemos temporariamente a Tencent Cloud para manutenção ou comunicações relativas à administração, segurança ou privacidade). Você não poderá cancelar a opção de receber esses avisos relacionados a serviços, que não são de natureza promocional.

### **Contato e reclamações**

Perguntas, comentários e solicitações referentes a esta política são bem-vindos e devem ser endereçados ao nosso encarregado de Privacidade em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

**Caso você queira fazer uma reclamação sobre o modo pelo qual processamos suas informações pessoais, entre em contato com nosso Encarregado de Privacidade a qualquer momento em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com) e faremos todo o possível para analisar sua solicitação o mais breve possível. Isto não prejudica seu direito de apresentar uma reclamação junto à autoridade supervisora de proteção de dados no país da UE em que vive ou trabalha que você imagina tenha infringido as leis de proteção de dados.**

## Atualizações e alterações

Se fizermos alterações materiais nesta política, publicaremos a política atualizada aqui e forneceremos uma notificação em nosso site. Verifique essa página frequentemente para saber se há atualizações ou alterações nesta política.

# ADENDO ESPECÍFICO DA JURISDIÇÃO

## COREIA DO SUL

Última atualização: 19/10/2023

Este Adendo à Política de Privacidade da Tencent Cloud (o “Adendo”) tem como objetivo abordar questões que são necessárias para processar suas informações pessoais em conformidade com a Lei de Proteção de Informações Pessoais (o “PIPA”) da Coreia. Consulte a Política de Privacidade na Nuvem da Tencent para obter mais detalhes sobre as condições de uso dos Serviços.

## Como divulgamos e armazenamos suas informações pessoais

a. Delegamos o processamento de suas informações pessoais conforme descrito abaixo, e os delegados podem processar suas informações pessoais de acordo com a finalidade da delegação:

Delegado	Tarefas Delegadas
Adyen Singapore Pte Ltd.	Processamento de pagamento e gerenciamento de risco
Midaspay HK	Processamento de pagamento e gerenciamento de risco
Image Frame Investment (HK) Limited	Envio de SMS
Tencent Cloud Computing (Pequim) Co., Ltd.	Fornecimento de suporte back-end
Revendedores terceirizados	Gestão de relacionamento com clientes e comunicações de marketing

## Transferência de Informações Pessoais no Exterior

Transferimos informações pessoais a terceiros no exterior como segue:

<b>Destinatário (informações de contato de Gerente de informações)</b>	<b>País para o qual suas informações pessoais devem ser transferidas</b>	<b>Data e Método de Transferência</b>	<b>Tipos das suas informações pessoais a serem transferidas</b>	<b>Finalidades de uso pelos destinatários</b>
Adyen Singapore Pte Ltd. dpo@adyen.com	Singapura	Transmissão criptografada	Número do cartão de crédito, nome, período de validade, CVV, endereço	Processador de pagamento e gerenciamento de risco
Midaspay HK dpo@centauriglobal.com	Singapura, Hong Kong, Estados Unidos	Transmissão criptografada	Número do cartão de crédito, nome, período de validade, CVV, endereço, dados do dispositivo e da rede, dados de verificação.	Processador de pagamento e gerenciamento de risco
Frensworkz Software Technology Co., Limited support@frensworkz.com	República Popular da China	Transmissão on-line	Nome e sobrenome Cargo Função Posição Setor Empregador Informações de contato (empresa, departamento, função, e-mail, telefone, número do QQ, endereço físico de correspondência, site) Conta, nome da conta, nome da	Serviços de implementação agregados

			<p>nota da conta</p> <p>Dados de ID</p> <p>Endereço de faturamento, país de faturamento, rua de faturamento, cidade do faturamento, estado/província do faturamento, código postal do faturamento</p>	
<p>Image Frame Investment (HK) Limited</p> <p>dataprotection@tencent.com</p>	Hong Kong	Transmissão on-line	Número do celular, conteúdo de SMS	Envio de SMS
<p>Salesforce.com Singapura Pte. Ltd</p> <p><a href="https://www.salesforce.com/ap/company/privacy/">https://www.salesforce.com/ap/company/privacy/</a></p>	Estados Unidos	Transmissão on-line	<p>Dados de contato promocionais</p> <p>Dados de marketing</p> <p>Nome e sobrenome</p> <p>Cargo</p> <p>Função</p> <p>Posição</p> <p>Setor</p> <p>Empregador</p> <p>Informações de contato (empresa, departamento, função, e-mail, telefone, número do QQ, endereço físico de correspondência, site)</p> <p>Conta, nome da conta, nome da nota da conta</p> <p>Dados de ID</p>	Gestão de relacionamento com clientes e suporte de marketing

			Endereço de faturamento, país de faturamento, rua de faturamento, cidade do faturamento, estado/província do faturamento, código postal do faturamento	
Tencent Cloud Computing (Pequim) Co., Ltd meeting_info@tencent.com	República Popular da China	Transmissão on-line após criação da conta e pagamento	<p><b>Obrigatório :</b> data de nascimento, nome, número do telefone celular, endereço de e-mail, local, endereço (incluindo cidade e CEP), informações do cartão de crédito, tipo de negócio, senha</p> <p><b>Opcional:</b> fotografia ID (por exemplo, carteira de motorista, passaporte, licença de trabalho ou licença de negócios) nome e endereço</p>	Operação e manutenção do sistema
Google Inc. <a href="https://policies.google.com/privacy">https://policies.google.com/privacy</a>	Estados Unidos	Transmitido se o usuário acessar usando a Google ID	Credenciais de login	Login

## Destruição de dados

As informações pessoais que tiverem servido ao objetivo para o qual foram coletadas ou utilizadas, e finalizado o prazo durante o qual as informações pessoais devem ser armazenadas, serão destruídas de maneira irreversível. As informações pessoais armazenadas em arquivos eletrônicos serão eliminadas de maneira irreversível com o uso de métodos técnicos e as informações impressas serão destruídas, trituradas ou incineradas.

É obrigatório reter as informações pessoais de acordo com as seguintes leis. Elas serão mantidas pelos períodos indicados na tabela abaixo. Observe também que as informações pessoais retidas de acordo com as seguintes leis podem ser mantidas para outros fins, conforme indicado na seção de Retenção de Dados.

<p>Lei de Proteção ao Consumidor no Comércio Eletrônico etc.</p>	<p>Artigo 6 da Lei de Proteção ao Consumidor no Comércio Eletrônico etc. Artigo 6 do Decreto de Implementação da Lei de Proteção ao Consumidor no Comércio Eletrônico etc.</p>	<p>Em uma venda de comércio eletrônico ou por correio, os registros necessários conforme a legislação são os seguintes: Registros relacionados a rotulagem e publicidade (6 meses) Registros relacionados à execução ou rescisão de um contrato (5 anos) Registros relacionados ao pagamento de um preço e ao fornecimento de bens e serviços (5 anos) Registros relacionados aos serviços ao cliente ou à resolução de disputas (3 anos)</p>
<p>Lei de Proteção do Sigilo das Comunicações</p>	<p>Artigo 15-2 da Lei de Proteção do Sigilo das Comunicações Artigo 41 do Decreto de Implementação da Lei de Proteção do Sigilo das Comunicações</p>	<p>Registros de log, endereço IP (3 meses) A data das telecomunicações pelos usuários, o horário de início e término das telecomunicações, o número de assinatura do interlocutor, como números de entrada e saída, a frequência de uso (12 meses)</p>

## Seus direitos de Titular dos dados e métodos para exercer tais direitos

Você poderá exercer os seguintes direitos a qualquer momento em relação à proteção de informações pessoais:

- (a) O direito de solicitar permissão para inspecionar informações pessoais;
- (b) O direito de solicitar correção de informações pessoais caso haja algum erro, entre outros;
- (c) O direito de solicitar a exclusão de informações pessoais;
- (d) O direito de solicitar a suspensão do processamento de informações pessoais,

preenchendo o formulário especificado no Formulário 8 anexo à Regra de Execução do PIPA e enviando-o para nós por correio, e-mail ou fax. Tomaremos as medidas necessárias prontamente. Você também pode exercer seus direitos acima por meio de um representante, incluindo um representante legal e um procurador. Nesses casos, o titular dos dados deve apresentar uma carta de delegação conforme especificado no Formulário 11 anexo à Regra de Execução do PIPA. O direito de acessar ou restringir o processamento de dados pessoais pode ser limitado de acordo com os Artigos 5-4 e 37-2 do PIPA. Em relação a um pedido de correção ou exclusão de informações pessoais, o titular dos dados não pode solicitar a exclusão de informações pessoais se as informações pessoais relevantes forem fornecidas como informações sujeitas a coleta nos termos de qualquer estatuto.

Após o recebimento de um pedido de inspeção, correção ou exclusão de informações pessoais ou um pedido de suspensão do processamento de informações pessoais, verificaremos se a pessoa solicitante é o titular dos dados ou um representante legítimo.

## Protegendo suas informações pessoais

Implementamos as seguintes medidas para proteger suas informações pessoais.

**Medidas de Gerenciamento:** Estabelecemos e implementamos políticas internas de gestão de privacidade, que incluem a designação de pessoal responsável pela privacidade e procedimentos de auditoria para garantir a eficácia da implementação das políticas de privacidade.

**Medidas Técnicas e Organizacionais:** Empregamos diversas tecnologias e procedimentos de segurança para proteger suas informações pessoais contra acesso não autorizado, uso, modificação ou divulgação. Por exemplo, implementamos sistemas de autorização e controle de acesso que nos permitem conceder, alterar e cancelar direitos de acesso a informações pessoais para controlar e limitar o acesso às suas informações pessoais e registrar o acesso a elas. Além disso, utilizamos softwares de segurança que são atualizados regularmente, bem como tecnologia de criptografia para reduzir o risco de vazamento de informações pessoais durante o armazenamento e a transmissão.

**Medidas Físicas:** Suas informações pessoais são armazenadas em instalações controladas, com procedimentos rigorosos de controle de acesso.

## Contato

Se você tiver alguma dúvida ou comentário sobre a Política de Privacidade, se você precisar relatar um problema, ou se quiser que atualizemos, alteremos ou solicitemos a exclusão das informações que temos sobre você, entre em contato com nosso Diretor de Privacidade (ou departamento encarregado da proteção de informações pessoais) em:

### **Departamento responsável pela proteção de informações pessoais**

Nome do Departamento: Departamento de Privacidade e Proteção de Dados

E-mail: [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com)

### **Representante de privacidade doméstica**

De acordo com o artigo 39-11 do PIPA e o Artigo 32-5 da Lei de Promoção da Utilização da Rede de Informações e Comunicações e Proteção de Informações, as informações a respeito do agente doméstico designado são as seguintes:



Nome e Representante: Tencent Korea Yuhan Hoesa (Representante: Li Yan)

Endereço: 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Coreia do Sul

Telefone: +82-2-2185-0926

E-mail: cloudlegalnotices@tencent.com

Se você precisar denunciar ou consultar qualquer invasão de informações privadas, entre em contato com as agências abaixo:

Comitê de Mediação de Disputa de Informações Pessoais (kopico.go.kr/main/main.do disque 1833-6972)

Centro de Relatórios de Invasão de Informações Pessoais (privacy.kisa.or.kr/disque 118)

Divisão de Investigações de Crimes Cibernéticos do Ministério Público Supremo (spo.go.kr/disque 1301)

Sistema de Gerenciamento e Denúncia de Crimes Cibernéticos Eletrônicos da Agência de Investigação Cibernética da Agência Nacional de Política Coreana (ecrm.cyber.go.kr/minwon/mais disque 182)

## ESTADOS UNIDOS

Os termos deste Adendo aplicam-se aos residentes dos Estados Unidos no âmbito da Lei de Privacidade do Consumidor da Califórnia, conforme emendada pela Lei de Direitos de Privacidade da Califórnia (“CCPA”), a Lei de Privacidade do Colorado, a Lei de Connecticut Relativa à Privacidade de Dados Pessoais e Monitoramento On-line, a Lei de Privacidade do Consumidor de Utah e a Lei de Proteção de Dados do Consumidor da Virgínia (coletivamente, as “Leis de Privacidade dos EUA”). As Leis de Privacidade dos EUA fornecem a determinados residentes nos EUA alguns direitos legais relativos às suas informações pessoais, tais como o direito de solicitar acesso, exclusão e correção. Estes direitos não são absolutos e estão sujeitos a determinadas exceções. Para fins deste Adendo, “consumidor”, “você” e “seu” significam usuários dos Serviços, candidatos a emprego e representantes de entidades com as quais nos relacionamos em relação aos Serviços.

### ***Não Rastrear (Do Not Track, DNT)***

As configurações de seu navegador podem permitir que você transmita um sinal de “não rastrear”, sinal de “optar por não rastrear” ou outro mecanismo para exercer suas escolhas em relação à coleta de suas informações pessoais quando você visita vários sites. Como acontece com muitos sites, o nosso não foi concebido para responder a tais sinais e não usamos ou divulgamos suas informações pessoais de nenhuma forma que legalmente nos obrigue a reconhecer os sinais de preferência por não rastrear.

### ***Coleta, uso e divulgação de informações pessoais***

***Ao longo dos últimos 12 meses, por meio do seu uso dos Serviços, é possível termos coletado e divulgado as seguintes categorias de Informações Pessoais, incluindo informações pessoais confidenciais (identificadas com \*):***

Identificadores, incluindo nome, endereço de e-mail, número de celular, endereço IP, identificadores de dispositivo, ID da Tencent Cloud, endereço de correspondência, identificação emitida pelo governo e códigos de verificação transmitidos de ou para o dispositivo. Essas informações são coletadas diretamente do consumidor ou dispositivo. Informações de atividade de Internet ou outras redes eletrônicas, incluindo o Agente do Usuário ou navegador do site, logs de metadados associados às interações do consumidor com a Tencent Cloud e detalhes de incidentes de

suporte ao cliente da Tencent Cloud (bem como etapas de resposta associadas aos tíquetes de atendimento ao cliente). Essas informações são coletadas diretamente do consumidor ou dispositivo.

Dados de geolocalização, incluindo dados de localização derivados de endereço IP fornecidos diretamente a nós a partir do dispositivo. Os dados do ponto de acesso Wi-Fi podem ser usados para entender os dados de localização em um nível de CEP. Essas informações são coletadas diretamente do dispositivo.

Informações comerciais, incluindo informações sobre cartões de pagamento e registros de transações (como informações sobre serviços adquiridos, como o código de ativação e a data de compra). Essas informações são coletadas diretamente do consumidor ou dispositivo.

***Coletamos informações pessoais para os seguintes fins e como descrito no Módulo aplicável:***

para operar e administrar os Serviços;

para nos comunicarmos com consumidores;

para melhorar nossos serviços;

para verificação e segurança, incluindo a prevenção e identificação de atividades fraudulentas; e

para abordar e corrigir problemas técnicos e bugs.

Para informações adicionais sobre para que cada tipo de informação pessoal é usada, consulte [este gráfico](#) na parte principal da Política de Privacidade. Não coletamos, usamos ou divulgamos suas informações pessoais, incluindo informações pessoais sensíveis, para outros fins que não sejam aqueles especificados nesta Política de Privacidade. Além disso, somente usamos e divulgamos informações pessoais confidenciais para fins permitidos pelas Leis de Privacidade dos EUA, ou de outra forma, com seu consentimento.

Divulgamos informações pessoais para os seguintes tipos de entidades:

Nossas empresas afiliadas em nosso grupo corporativo que processam informações pessoais para operar os Serviços

Outras empresas que prestam serviços em nosso nome e que são proibidas por contrato de reter, usar ou divulgar informações pessoais para qualquer outra finalidade que não seja nos prestar serviços

Autoridades reguladoras e jurídicas e agências de cumprimento da lei

Entidades que adquiram ou estejam no processo de aquisição de todos ou substancialmente todos os nossos negócios

***Nos últimos 12 meses, não vendemos informações pessoais de residentes dos EUA na acepção de “venda” nas Leis de privacidade dos EUA e não compartilhamos informações pessoais dos residentes da Califórnia na acepção de “compartilhamento” da CCPA. Além disso, não temos conhecimento de que vendemos ou “compartilhamos” informações pessoais de residentes menores de 16 anos de idade.***

***Direitos segundo as Leis de privacidade dos EUA***

Se você for residente dos EUA e as Leis de privacidade dos EUA não reconhecerem uma isenção que se aplique a você e às suas informações pessoais, você terá o direito de:

Solicitar a divulgação gratuita de determinadas informações sobre você. Se você for residente da Califórnia, você poderá solicitar que divulguemos as seguintes informações:

as categorias de informações pessoais suas que coletamos;

as categorias das fontes das quais as informações pessoais foram coletadas;

o objetivo de coletar informações pessoais sobre você;

as categorias de terceiros a quem divulgamos informações pessoais sobre você e as categorias de informações pessoais que foram divulgadas (se aplicável) e o objetivo de divulgar as informações pessoais sobre você; e as partes específicas de informações pessoais que coletamos sobre você;

Solicitar que deletemos as informações pessoais que coletamos sobre você;

Solicitar a correção de informações pessoais inexatas que mantemos sobre você; e

Não sofrer discriminação ilegal por exercer seus direitos; isso inclui que você não receba serviços de nível ou qualidade diferentes ou que mercadorias ou serviços sejam negados a você ao exercer seus direitos.

Visamos a atender a todas as solicitações verificadas dentro de 45 dias de acordo com a CCPA. Se necessário, a prorrogação por mais 45 dias será acompanhada de explicação sobre o atraso.

### ***Como exercer seus direitos***

Para começar, você pode fazer login em sua conta e gerenciar os dados a partir dela. Se você for residente dos EUA, a quem as Leis de privacidade dos EUA se aplicam, você poderá exercer seus direitos, caso existam, a outras informações pessoais entrando em contato conosco pelo endereço [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

Somente você, ou alguém que você autorize a agir em seu nome, poderá fazer um pedido relativo às suas informações pessoais. Um agente autorizado poderá fazer uma solicitação fornecendo a permissão por escrito designada por você. Como parte do processo de verificação de identificação para fins de tratamento de sua solicitação de dados, você deverá fazer o login em sua conta existente e poderemos solicitar informações adicionais (incluindo, entre outras, o país de registro, os recursos adquiridos na nuvem e o número de celular registrado) para tornar a sua conta verificável.

Além disso, quando aplicável, forneceremos a você mais informações sobre o nosso processo de apelação. Quando você apresentar uma solicitação ou fizer uma apelação, limitaremos a nossa coleta de suas informações apenas ao que for necessário para atender com segurança a sua solicitação ou processar a sua apelação.

## **BRASIL**

Esta seção se aplica a usuários localizados no Brasil:

### *Revogação do consentimento*

Sempre que usarmos suas informações pessoais com base em seu consentimento, você poderá revogar o consentimento fornecido anteriormente para a coleta, uso e divulgação de suas informações pessoais, sujeito a limitações contratuais e jurídicas. Para revogar esse consentimento, você pode encerrar sua conta ou entrar em contato com [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com). Isso poderá afetar nossa prestação do Serviço a você.

### *Consentimento dos pais ou responsáveis*

Se você tem menos de 18 anos de idade, não deve usar o Serviço para nenhuma finalidade sem primeiro obter a concordância dos pais/responsáveis nessa Política de Privacidade (deles e em seu nome). Não coletamos deliberadamente informações pessoais de nenhum menor de 18 anos sem esse consentimento. Entre em contato com o agente de proteção de dados se você acredita que temos alguma informação pessoal de algum menor com menos de 18 anos sem esse consentimento dos pais/responsáveis – investigaremos imediatamente (e removeremos) essas informações pessoais.

## CANADÁ

Além das informações fornecidas nesta seção da Política de Privacidade, podemos armazenar suas informações pessoais dentro e fora do Canadá, incluindo Singapura e Hong Kong. Se você tiver: (i) qualquer pergunta ou comentário sobre a Política de privacidade; (ii) quiser obter informações por escrito sobre a Política de privacidade; (iii) se precisar relatar um problema; ou (iv) caso queira que atualizemos, alteremos ou solicitemos exclusão das informações que temos sobre você, entre em contato com o nosso Diretor de Privacidade (ou o departamento responsável pela proteção de dados pessoais) em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

## EGITO

Observe que este serviço só está disponível para usuários acima de 18 anos. Se você tiver menos idade, só poderá usar este serviço se obtiver o consentimento dos pais ou responsáveis.

Se você não concordar com o processamento de suas informações pessoais da maneira com esta Política de privacidade descreve, não forneça suas informações quando solicitado e pare de usar os Serviços. Seu uso dos Serviços será considerado um consentimento expresso das regras que regem suas informações pessoais, conforme descrito nesta Política de Privacidade.

Ao prosseguir com o processo de cadastro, você concorda que leu, compreendeu e consentiu com esta Política de Privacidade. Se você não consentir com esta Política de Privacidade, não deve utilizar o Serviço.

Você reconhece seu consentimento para processamento, armazenamento e transferência internacional de seus dados pessoais. A transferência transregional pode ocorrer para qualquer país em que tenhamos bancos de dados ou afiliados, incluindo aqueles fora do Egito (consulte Os Tipos de Informações Pessoais que Coletamos e Processamos para obter mais informações).

Se você é novo usuário, tem sete dias para nos informar sobre qualquer objeção que tenha aos termos desta Política de Privacidade.

Como titular de dados egípcio, você tem determinados direitos de acordo com a Lei de Proteção de Dados Pessoais do Egito.

## França

### *Seus direitos*

#### *Instruções para o processamento de seus dados pessoais após sua morte.*

Você tem o direito de nos fornecer instruções gerais ou específicas para a retenção, exclusão e comunicação de seus dados pessoais após sua morte.

As instruções específicas são válidas apenas para as atividades de processamento mencionadas e o processamento dessas instruções está sujeito ao seu consentimento específico.

Você pode alterar ou revogar suas instruções a qualquer momento.

Você pode designar uma pessoa responsável pela implementação de suas instruções. Essa pessoa será informada sobre suas instruções, no caso de sua morte, e terá o direito de nos solicitar a implementação dessas instruções. Na ausência de designação ou, salvo se for previsto de outra forma, no caso da morte da pessoa designada, seus herdeiros terão o direito de serem informados de suas instruções e solicitar a implementação delas de nossa parte.

Quando quiser informar essas instruções, entre em contato conosco em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

## Índia

### *Informações pessoais confidenciais*

Suas Informações pessoais sigilosas são senhas, informações financeiras, como conta bancária ou cartão de crédito ou cartão de débito ou detalhes de outro instrumento de pagamento, dados biométricos, saúde física ou mental, vida sexual ou orientação sexual e/ou prontuários ou histórico médico e informações semelhantes, mas não abrange informações disponíveis no domínio público ou de acordo com as leis indianas, inclusive a Lei de direito à informação de 2005.

### *Compartilhamento de suas informações pessoais confidenciais*

Quando permitirmos que terceiros colem e usem suas informações pessoais confidenciais, tomaremos as medidas adequadas para garantir que esses terceiros não as divulguem.

### *Restrições de idade*

Não é permitido aos menores de 18 anos celebrar contratos on-line conosco nem se inscrever para usar nossos serviços. É necessário o consentimento dos pais para que os menores de 18 anos possam usufruir dos nossos serviços.

### *Retirada do consentimento*

Na medida do previsto pelas leis e normas aplicáveis, você pode retirar qualquer consentimento que nos forneceu anteriormente para determinadas atividades de processamento, entrando em contato através de [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com). Quando o consentimento for necessário para processar suas informações pessoais, se você não consentir com o processamento ou retirar seu consentimento, talvez não possamos prestar o serviço esperado.

## INDONÉSIA

Nossos serviços não se destinam a crianças. As crianças não devem usar o Serviço para nenhuma finalidade. Não permitiremos intencionalmente que qualquer pessoa menor de 21 anos se registre em nossos serviços e/ou que forneça qualquer informação de identificação pessoal. Se você tiver menos de 21 anos, não se inscreva para uso de nossos Serviços nem forneça qualquer informação sobre você mesmo através do Serviço.

Reteremos suas informações pessoais como descrito na Política de Privacidade da Tencent Cloud e por no mínimo cinco anos (exceto se exigido de outra forma para ser retido pela lei aplicável).

## Japão

### *Consentimento*

Ao clicar em “Aceito”, você concorda com a transferência internacional de suas informações para qualquer país em que tenhamos bancos de dados ou afiliadas, incluindo fora do Japão.

### *Seus direitos*

Você pode nos solicitar informação sobre as finalidades de uso de suas informações pessoais, bem como da divulgação, correção, interrupção no uso ou no fornecimento e/ou eliminação de qualquer uma ou todas as suas

informações pessoais armazenadas por nós, nos termos do disposto na Lei de proteção de informações pessoais do Japão. Se desejar fazer essas solicitações, entre em contato conosco em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

## MALÁSIA

Se você deseja usar o Serviço, será obrigado a fornecer seus dados pessoais. Se você não deseja fornecer seus dados pessoais, deve parar de usar o Serviço.

### *Idioma desta política de privacidade*

Em caso de qualquer discrepância ou inconsistência entre a versão em inglês e a versão em malaio desta Política de Privacidade, a versão em inglês prevalecerá.

### *Consentimento dos pais ou responsáveis*

Se for menor de 18 anos, você não poderá usar o Serviço.

Caso concorde com esta Política de Privacidade, para que um menor de idade possa acessar e usar o Serviço, você consente, desde já, em informar os dados pessoais do menor para serem processados de acordo com esta Política de Privacidade, aceita e concorda pessoalmente em estar vinculado aos termos desta Política de Privacidade. Além disso, você concorda em assumir a responsabilidade pelas ações do menor e pela conformidade desse menor com esta Política de Privacidade.

### *Direitos dos Titulares dos Dados*

*Direito de acesso:* Você tem o direito de solicitar acesso e obter uma cópia de suas informações pessoais que coletamos e que estão sendo processadas por nós ou em nosso nome. Reservamo-nos o direito de cobrar uma taxa pelo acesso às informações pessoais nos percentuais permitidos por lei.

Ao processarmos uma solicitação de acesso a dados, podemos solicitar determinadas informações para verificar a identidade do solicitante, de modo a garantir que é a pessoa legalmente autorizada a fazer a solicitação de acesso aos dados.

*Direito de correção:* Você pode solicitar a correção de suas informações pessoais. Ao processarmos uma solicitação de correção de dados, podemos solicitar determinadas informações para verificar a identidade do solicitante, de modo a garantir que é a pessoa legalmente autorizada a fazer a solicitação de correção de dados.

*Direito de limitar o processamento de suas informações pessoais:* Você pode solicitar a limitação do processamento de suas informações pessoais usando as informações de contato fornecidas acima. Entretanto, isto poderá afetar nosso fornecimento do serviço a você.

### *Contato*

Para proteger suas informações pessoais e atender às reclamações a elas relacionadas, designamos o seguinte departamento como responsável por gerenciar e proteger suas informações pessoais.

Nosso agente de proteção de dados faz a gestão e segurança das suas informações pessoais

Telefone: +603-22872388

E-mail: [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

## FILIPINAS

Você deve ter pelo menos 18 anos de idade para poder usar o Serviço.

### *Alterações*

Não implementaremos quaisquer alterações importantes na forma como processamos suas Informações Pessoais, conforme descrito na Política de Privacidade, a menos que tenhamos notificado você e obtido seu consentimento para tais alterações.

### *Seus direitos*

Você tem os seguintes direitos, na medida do previsto pelas leis aplicáveis:

*Direito de ser informado.* O usuário tem o direito de estar informado se seus dados pessoais foram, estão sendo, ou serão processados, incluindo a existência de criação de perfis e tomadas de decisão automatizadas.

*Direito a objeção.* Você tem o direito de apresentar objeção ao processamento de seus dados pessoais, incluindo o processamento para fins de marketing direto, criação de perfil e processamento automatizado. Quando o usuário contestar ou não consentir, deixaremos de processar os dados pessoais dele, exceto quando os dados pessoais forem necessários para o cumprimento de qualquer intimação; quando a coleta e o processamento ocorrem para fins óbvios, incluindo, quando necessário para cumprimento de um contrato ou serviço ou com relação a ele, com o qual o usuário esteja vinculado; quando as informações pessoais são coletadas e processadas como resultado de uma obrigação legal.

*Direito de acessar.* O usuário tem direito a acesso razoável, mediante solicitação, ao que segue:

conteúdo de suas informações pessoais que foram processadas;

fontes de onde suas informações pessoais foram obtidas;

nomes e endereços de destinatários de suas informações pessoais;

maneira pela qual seus dados são processados;

razões para divulgação de dados pessoais a quem os recebe, se for o caso;

informações sobre processos automatizados quando tal processamento será ou poderá ser feito como base única para qualquer decisão que afete ou possa afetar o detentor dos dados de forma significativa;

data quando as informações pessoais que lhe dizem respeito foram acessadas pela última vez e modificadas; e

designação, nome ou identidade, e endereço do controlador de informações pessoais.

*Direito a retificação.* Você tem o direito de contestar a inexatidão ou erro nas Informações Pessoais e solicitar que as corrijamos imediatamente e de acordo, a menos que a solicitação seja vexatória ou de outra forma irracional. Se as Informações Pessoais tiverem sido corrigidas, devemos garantir a acessibilidade das informações novas e retiradas e o recebimento simultâneo das informações novas e retiradas pelos mesmos destinatários, desde que esses destinatários ou terceiros que tenham recebido anteriormente esses dados pessoais processados sejam informados da imprecisão e retificação, a seu pedido razoável.

*Direito de excluir ou bloquear.* Você terá o direito de suspender, retirar ou ordenar o bloqueio, remoção ou destruição de suas Informações Pessoais de nosso sistema de arquivamento.

Este direito pode ser exercido quando o usuário descobrir e comprovar, de forma substancial, qualquer uma das seguintes circunstâncias:

os dados pessoais estão incompletos, desatualizados, falsos, ou foram obtidos de forma ilegal;

os dados pessoais estão sendo utilizados para fins que não foram autorizados pelo usuário;

os dados pessoais não são mais necessários para os fins para os quais foram coletados;

o usuário revoga seu consentimento ou apresenta objeção ao processamento, sem que haja qualquer outra fundamentação legal ou interesse legítimo para o processamento dos mesmos;

os dados pessoais se referem a informações pessoais prejudiciais ao usuário, exceto quando justificado pela liberdade de expressão, pensamento ou imprensa, ou quando devidamente autorizado;

o processamento é ilegal;

os direitos do usuário forem violados por nós.

#### *Consentimento*

Ao consentir com esta Política de Privacidade, você nos consente:

coletar e processar suas informações pessoais como descrito na seção “[Como usamos suas informações pessoais](#)”;

compartilhar suas informações pessoais com terceiros, empresas em nosso grupo corporativo, e terceiros que adquiram todos ou parte substancial de nossos negócios, como descrito na Política de Privacidade e para os fins ali expressos; e

transferir ou armazenar suas informações pessoais fora das Filipinas quando o processamento deve ocorrer fora das Filipinas como descrito na seção “[Como divulgamos e armazenamos suas informações pessoais](#)”.

## **ARÁBIA SAUDITA**

Você concorda com a divulgação, transferência e exportação de suas informações pessoais fora da Arábia Saudita ou em qualquer outra jurisdição na qual você as forneceu.

## **SINGAPURA**

Podemos armazenar suas informações pessoais dentro e fora do seu país, incluindo em Singapura. Na medida em que os dados são transferidos fora da AEE para processamento (por exemplo, para a China Continental e Singapura), nos baseamos no modelo de contrato da Comissão Europeia para a transferência de dados pessoais para esses países terceiros (ou seja, as cláusulas contratuais padrão), nos termos da Decisão 2001/497/EC (no caso de transferências para um controlador) e da Decisão 2004/915/EC (no caso de transferências para um processador). O parágrafo intitulado “Acesso, Correção e Exclusão” na Política de Privacidade é excluído e substituído pelo seguinte parágrafo:

Você pode acessar e corrigir alguns de seus dados no portal da conta a qualquer momento. Se acreditar que há alguma outra informação pessoal que processamos sobre você, ou se não conseguir corrigir informações incorretas, você pode fazer uma solicitação e contatar-nos em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com). Você também poderá ter direito a receber uma cópia de determinadas informações pessoais (consulte Portabilidade abaixo). De acordo com as leis de Singapura, você não tem o direito legal de excluir seus dados, no entanto podemos excluir seus dados depois de nos solicitar.

Entretanto, observe que poderemos reter informações pessoais se houver motivos válidos segundo as leis de proteção de dados para que o façamos (por exemplo, para defender reclamações legais ou liberdade de expressão) mas que você será avisado se for esse o caso.

## **Tailândia**



Você reconhece que leu, compreendeu e concorda com esta Política de Privacidade. Caso não concorde com esta Política de Privacidade, você não deverá usar o Serviço.

Você pode nos solicitar a interrupção, restrição do uso ou do fornecimento e/ou solicitar a portabilidade de toda e qualquer informação pessoal que seja armazenada por nós, de acordo com o previsto pela Lei sobre as leis e regulamentos de privacidade de dados aplicáveis na Tailândia, incluindo a Lei de Proteção de Dados Pessoais Tailandesa. Se desejar fazer essas solicitações, entre em contato conosco em [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com). Qualquer alteração feita nesta política de privacidade será comunicada a você por e-mail, dando-lhe a oportunidade de rejeitar as alterações; caso contrário, as alterações entrarão em vigor conforme declarado no aviso

## TURQUIA

Nosso responsável pelo controle de dados na Turquia é Özdağıstanlı Ekici Avukatlık Ortaklığı para fins de conformidade com a lei turca sobre proteção de dados pessoais (“**DPL**”) e suas normas secundárias cujo e-mail é [tencent@iptech-legal.com](mailto:tencent@iptech-legal.com). Insira a palavra “Turquia” na linha do assunto de seu e-mail

Nossos serviços não se destinam a crianças. As crianças não devem usar o Serviço para nenhuma finalidade. Não permitiremos intencionalmente que qualquer pessoa menor de 18 anos se registre em nossos serviços e/ou que forneça qualquer informação de identificação pessoal. Pediremos o consentimento dos pais para crianças menores de 18 anos para qualquer processamento de seus dados pessoais.

Com relação à seção “Como usamos suas informações pessoais”, para efeitos da Turquia, a coluna “Base Legal para o Processamento” será considerada alterada de forma que os propósitos para o processamento de informações pessoais para a Turquia sejam os art. 5/2 c e art. 5/2 f da Lei de Proteção de Dados Pessoais nº 6698.

Seus dados pessoais podem ser transferidos e armazenados em servidores localizados na Turquia ou no exterior com o seu consentimento.

O parágrafo intitulado “*T segurança de suas informações pessoais*” na Política de Privacidade da Tencent Cloud é inaplicável em relação aos dados pessoais coletados na Turquia.

Você tem direitos por lei, estabelecidos no Artigo 11 da DPL, em relação aos dados de informações pessoais que mantemos sobre você. Como titular de dados na Turquia, você pode ter o direito de solicitar ao controlador de dados (e na medida do permitido pelas leis e normas aplicáveis):

saber se os seus dados pessoais foram processados ou não;

solicitar informações sobre o processamento, caso seus dados pessoais tenham sido processados;

ser informado sobre a finalidade do processamento dos seus dados pessoais e se eles estão sendo processados para este fim

saber quem são os terceiros localizados em países estrangeiros a quem seus dados pessoais foram transferidos;

solicitar retificação, caso os dados pessoais estejam incompletos ou imprecisos;

solicitar a exclusão ou a destruição dos dados pessoais nos termos das condições previstas no Artigo 7 da Lei sobre Proteção de Dados Pessoais (Turquia);

contestar o processamento automático dos dados e buscar determinadas correções de acordo com a Lei de Proteção de Dados Pessoais (Turquia).

Esses direitos não são absolutos.

## EAU

Nossos serviços não se destinam a crianças. As crianças não devem usar o Serviço para nenhuma finalidade. Não permitiremos intencionalmente que qualquer pessoa menor de 21 anos se registre em nossos serviços e/ou que forneça qualquer informação de identificação pessoal. Um usuário com menos de 21 anos precisará obter a ordem judicial pertinente para usar os Serviços.

Poderemos denunciar voluntariamente qualquer incidente de segurança cibernética onde este constitua um crime nos termos da lei dos EAU (nos termos da lei de crimes cibernéticos dos EAU, por exemplo). O incidente poderá ser relatado para as autoridades pertinentes com a finalidade de investigação. Observe também que a comunicação voluntária de incidentes de segurança cibernética também pode ser feita à Equipe de respostas a emergências computacionais dos Emirados Árabes Unidos (“CERT”). A CERT é uma organização de conscientização sobre segurança que fornece um processo de registro de incidentes e orientações sobre ameaças de segurança cibernética conhecidas nos Emirados Árabes Unidos.

## VIETNÃ

Ao aceitar esta política de privacidade, você concorda expressamente com ela e nos autoriza a coletar, usar, armazenar e processar suas informações pessoais, inclusive, nos termos da lei, divulgá-las e transferi-las a terceiros, tal como descrito nesta política de privacidade.

Contamos com padrões e práticas de segurança internacionais em matéria de proteção de dados. Quando suas Informações Pessoais são transferidas dentro ou fora de sua jurisdição de residência, elas estarão sujeitas aos mesmos ou mais altos níveis de práticas de segurança e proteção de dados pela entidade receptora conforme adotadas por nós.

Quando permitirmos que terceiros colem e usem suas informações pessoais, tomaremos as medidas adequadas para garantir que esses terceiros não as divulguem a outras pessoas.

Caso seja necessário que suas Informações Pessoais sejam divulgadas às agências competentes de aplicação da lei, autoridades públicas ou outros órgãos e organizações judiciais, elas serão divulgadas mediante o recebimento de solicitação por escrito de tais organizações.

### *Seus direitos*

O usuário tem o direito de acessar, corrigir e eliminar suas informações pessoais que detemos sobre você. Você também tem o direito de retirar o consentimento fornecido anteriormente para que colemos, armazenemos, processemos, usemos e divulguemos suas informações pessoais e solicitar que nos abstenhamos de processar ou fornecer suas informações pessoais a terceiros.

## Adendo da PRC

Os termos deste Adendo são aplicáveis ao processamento de suas informações pessoais caso você selecione a China Continental (excluindo a Região Administrativa Especial de Hong Kong, a RAE de Macau e Taiwan) como Região de Serviço de escolha para o seu uso dos Serviços. Consulte a Política de Privacidade da Tencent Cloud International para saber mais detalhes sobre as condições gerais de uso dos Serviços além da China Continental. Tencent Cloud Computing (Pequim) Co., Ltd. (doravante também denominada como “**Tencent Cloud (PRC)**”),

“**nós**”, “**nos**” e “**nosso**” para os fins deste Adendo) fornece os Serviços na região da China Continental.

Processaremos suas informações pessoais de acordo com as leis e regulamentos da China Continental e os requisitos relevantes das autoridades governamentais.

Neste Adendo, o termo “**Serviços**” se refere aos serviços da Tencent Cloud que são oferecidos pela Tencent Cloud (PRC) quando a China Continental é selecionada como Região de Serviço.

Ao usar os Serviços, você (a) deve garantir que qualquer informação pessoal coletada e que seja usada por você seja feita de acordo com a lei, sem infringir os direitos legais de qualquer pessoa ou entidade de qualquer forma; (b) afirma que você tem o direito de usar os Serviços para armazenar, transmitir, analisar, distribuir ou processar informações pessoais; (c) compreende e concorda que a PRC pode ter regulamentos relevantes sobre armazenamento e exportação de dados e, antes de usar os Serviços para armazenar ou transmitir informações pessoais, você deve pesquisar e compreender as leis e regulamentos aplicáveis da PRC para cumpri-las, garantindo a conformidade com os regulamentos relevantes; e (d) consente com o processamento de suas informações pessoais pela Tencent Cloud (PRC) de acordo com os termos deste Adendo.

#### *Suas Informações Pessoais*

#### **Podemos coletar suas informações pessoais para os seguintes fins:**

(1) quando você fornece voluntariamente, ou quando possui autorização para fornecer em nome de outras pessoas, informações para nós através do uso dos Serviços, incluindo mas não se limitando aos seguintes exemplos: ao preencher um formulário ou carregar informações para os Serviços;

(2) por meio de nossos funcionários ou parceiros (como seu provedor de serviços) quando estes, ao representar você, enviam as informações que você forneceu para nós, incluindo mas não se limitando aos seguintes exemplos: quando você contrata um provedor de serviços específico para preencher e carregar suas informações no sistema Tencent Cloud (PRC); e

(3) automaticamente por meio de suas interações conosco e seu uso dos Serviços, incluindo mas não se limitando aos seguintes exemplos: nós registramos o horário que você inicia a sessão da sua conta Tencent Cloud, além de seus registros operacionais e de uso quando você usa Serviços específicos.

#### **Os tipos de informações pessoais que coletamos:**

(1) Informações pessoais que você fornece para utilizar o recurso de autenticação de nome real. Dependendo do tipo de autenticação de nome real que você escolher, as informações pessoais coletadas podem incluir seu nome, carteira de identidade, licença comercial, número da conta bancária corporativa, endereço de correspondência, informações do setor, número de telefone celular, informações de reconhecimento facial e informações de contato. A autenticação de nome real é necessária para avaliarmos a propriedade da sua conta. Para manter a segurança da sua conta, certifique-se de escolher o método de autenticação cuidadosamente e envie informações verídicas, reais e válidas. Os Serviços na China Continental estão disponíveis apenas para usuários com autenticação de nome real. Se você não possuir autenticação, não poderá usar os Serviços ao escolher a China Continental como Região de Serviço.

(2) Informações relacionadas ao seu login, uso e interação com os Serviços, incluindo:

Registros de operação. Coletamos os registros de operação do seu uso dos Serviços e informações relacionadas, como ID de usuário, tempo de operação, informações de objeto [ID de recurso gerado a partir do(s) produto(s) que

o que você usa, região, produto/serviço relevante da Tencent Cloud (PRC)], endereço IP, tipo de navegador, idioma usado, modelo do dispositivo, versão do sistema operacional e registros de navegação e recuperação da Web somente em relação ao seu uso do Serviço etc.

Informações de contratos. Se você precisar solicitar a entrega off-line de um produto ou se precisar realizar testes de produtos, precisamos coletar informações como pessoa para contato, informações de contato, endereço, informações de faturamento, informações de pedido etc., para cumprir o contrato.

Outras informações, como registros de ordens de serviço relacionados aos Serviços, registros de consulta e comunicação com nossas equipes de suporte ao cliente.

As informações acima são coletadas para que possamos fornecer os Serviços e garantir sua qualidade.

**Processamos informações pessoais para os seguintes fins e de acordo com as leis e regulamentos relevantes:**

Para fornecer a você os Serviços, usamos as informações coletadas para os seguintes fins, sujeitos às leis e regulamentos relevantes:

- (1) fornecer os Serviços a você;
- (2) atender às suas necessidades particulares, de acordo com as instruções que você forneceu para usar os Serviços. Por exemplo, configurações de idioma, configurações de localização, serviços de ajuda personalizados e instruções, ou para responder a você e a outros usuários;
- (3) otimização e desenvolvimento de serviços. Por exemplo, podemos otimizar e melhorar a qualidade dos Serviços fornecidos a você de acordo com as suas opções de personalização;
- (4) proteger a segurança e a integridade dos Serviços e os interesses da Tencent Cloud (PRC), de outros usuários da Tencent Cloud (PRC) e dos parceiros da Tencent Cloud (PRC). Por exemplo, usaremos suas informações para fins de verificação de identidade, prevenção de incidentes de segurança, monitoramento e detecção de fraudes e avaliação do status de segurança da sua conta. Por exemplo, quando você usa recursos de segurança ou outros serviços semelhantes, iremos fazer a detecção de programas mal-intencionados ou vírus, ou identificaremos informações fraudulentas para você. Por exemplo, ao lidar com disputas e reclamações relacionadas, fornecemos as informações aplicáveis às partes relevantes, a fim de facilitar melhor a administração e a resolução de disputas e reclamações etc.;
- (5) impulsionar notícias de negócios relevantes [como notícias financeiras, notícias de produtos, notícias da Tencent Cloud (PRC) etc.] e anúncios comerciais para você. Por exemplo, a Tencent Cloud International pode enviar anúncios comerciais para você por SMS, telefone, e-mail e qualquer outro meio para o seu número de telefone celular, endereço de e-mail e outros tipos de contato para divulgar e promover os serviços da Tencent Cloud (PRC) ou outros serviços da plataforma Tencent Cloud (PRC), somente com o seu consentimento;
- (6) fornecer-lhe Serviços que sejam mais relevantes para você. Por exemplo, ao realizar análises com base nas estatísticas de suas informações ou nas estatísticas de outros dados de usuários da Tencent Cloud, podemos fornecer a você funções ou serviços semelhantes que talvez sejam do seu interesse etc.;
- (7) convidar você a participar em pesquisas sobre os nossos produtos e serviços, apenas com o seu consentimento;
- (8) analisar os dados de uso dos Serviços pelos usuários da Tencent Cloud (PRC) para gerar relatórios estatísticos sobre os usuários, análises de negócios e outras informações (doravante denominado coletivamente de

“Estatísticas”), e compartilhá-los, publicá-los e exibi-los dentro ou fora da Tencent Cloud (PRC). Garantiremos que as Estatísticas sejam agregadas, anonimizadas e não envolvam informações que possam identificar usuários específicos.

Exceto conforme especificado acima, processamos suas informações pessoais com base na necessidade contratual.

#### *Transferência, localização e retenção de informações pessoais*

Não compartilharemos suas informações pessoais com terceiros não relacionados sem o seu consentimento, exceto nas circunstâncias especificadas na seção “Como divulgamos e armazenamos suas informações pessoais” nesta Política de Privacidade.

Não divulgaremos publicamente suas informações pessoais e, se tivermos que torná-las públicas, informaremos você sobre o propósito das mesmas, o tipo de informação divulgada e as informações confidenciais que podem ser divulgadas com o objetivo de obter o seu consentimento expresso.

Além disso, de acordo com as leis e regulamentos relevantes e com os padrões nacionais da China Continental, podemos compartilhar, transferir e divulgar publicamente informações pessoais sem o seu consentimento prévio e autorização nos seguintes casos:

se estiver diretamente relacionada com a segurança nacional ou defesa da segurança nacional;

se estiver diretamente relacionada com a segurança pública, a saúde pública e interesses públicos significativos;

se estiver diretamente relacionada com a investigação criminal, ação penal, julgamento e execução de sentenças etc.;

para efeitos de salvaguarda da vida, da propriedade e de outros direitos e interesses legítimos significativos do titular das informações pessoais ou de outras pessoas quando a obtenção do consentimento da pessoa for impossibilitada;

quando o detentor das informações pessoais divulga informações pessoais ao público por si mesmo; e

quando as informações pessoais são coletadas de informações legalmente disponíveis publicamente, como relatórios de notícias legais, divulgação de informações governamentais e outras fontes.

Para melhorar sua experiência de usuário. Por exemplo, para otimizar os efeitos da publicidade, precisamos compartilhar informações que foram anonimizadas ou que tiveram suas identificações removidas com terceiros etc.

Para isso, exigimos que esses terceiros cumpram rigorosamente nossas medidas e requisitos em relação à proteção de privacidade de dados, incluindo, entre outros, o processamento de acordo com os acordos de proteção de dados, empresas e políticas de tratamento de dados pertinentes, para evitar a identificação de indivíduos e salvaguardar a privacidade dos mesmos.

Nosso servidor que armazena suas informações pessoais que estão relacionadas aos Serviços está localizado na China Continental.

#### *Retenção de informações pessoais*

Geralmente, retemos suas informações apenas durante a duração dos Serviços fornecidos a você, e o período de retenção não excede o período necessário para cumprir o propósito relevante de uso. No entanto, em alguns casos, é necessário reter suas informações ou parte delas por um longo período de tempo apenas para os seguintes propósitos:

para cumprir as leis e regulamentos aplicáveis e outras disposições relevantes;

para cumprir decisões judiciais, mandatos ou outros requisitos de processos legais;

cumprir requisitos de autoridades administrativas, judiciais ou outras autoridades competentes relevantes; e conforme razoavelmente necessário para cumprir o contrato de serviço relevante ou esta declaração, para lidar com reclamações/disputas ou para proteger a segurança pessoal e patrimonial ou interesses legítimos de terceiros.

#### *Direitos dos titulares de dados*

Você pode acessar, modificar e excluir suas informações pessoais ao acessar o menu de controle ou ao entrar em contato conosco através das informações de contato divulgadas neste Adendo. No entanto, de acordo com requisitos técnicos, legais, regulamentares, de segurança da informação e/ou outras razões legítimas, algumas de suas informações não podem ser acessadas, modificadas e excluídas. Coletaremos, usaremos e armazenaremos suas informações de acordo com os requisitos das leis e regulamentos. Se coletarmos, usarmos ou armazenarmos suas informações através da violação de leis e regulamentos, iremos corrigi-las ou excluí-las. Se as informações que coletamos e armazenamos sobre você estiverem incorretas e você não puder corrigi-las por conta própria, você pode abrir uma solicitação e nós iremos corrigi-las para você.

#### *Entre em contato conosco*

Se você tiver alguma dúvida sobre este Adendo ou qualquer questão relacionada ao processamento de informações pessoais, entre em contato conosco pelo e-mail [dataprivacy@tencent.com](mailto:dataprivacy@tencent.com) ou pelo seguinte endereço: Data Privacy Protection Department, Tencent Building of Binhai, 33 Haitian 2nd Road, Nanshan District, Shenzhen, Guangdong Province 518054, China. Analisaremos o problema o mais rápido possível e responderemos no prazo de 15 dias, contados a partir do recebimento da sua pergunta.

## MÓDULOS

Última atualização: [2020-08-17]

os seguintes Módulos devem ser aplicados e fazer parte desta política de privacidade se você usar o Recurso específico (conforme definido em cada Módulo relevante). Você reconhece que coletaremos, processaremos, usaremos e armazenaremos suas informações pessoais, como descrito no módulo aplicável:

1. [Tencent Push Notification Service](#).
2. [Anti-Cheat Expert](#).
3. [Web Application Firewall](#).
4. [Game Multimedia Engine](#).
5. [Anti-DDoS Pro](#).
6. [Face Recognition](#).
7. [StreamLive](#).
8. [StreamPackage](#).
9. [Cloud Object Storage](#).
10. [Cloud Native Database TDSQL-C](#).
11. [Tencent Cloud Elastic Microservice](#).
12. [TencentDB for CTSDB](#).
13. [Private DNS](#).
14. [TencentDB for Tendis](#).

15. [Database Management Center.](#)
16. [Tencent Cloud Weiling.](#)
17. [Event Bridge.](#)
18. [TencentCloud Lighthouse.](#)
19. [Instant Messaging.](#)
20. [Edge Computing Machine.](#)
21. [Data Security Center.](#)
22. [Tencent Cloud TI Platform.](#)
23. [Cloud Data Warehouse.](#)
24. [Vulnerability Scan Service.](#)
25. [IoT Hub.](#)
26. [CODING Code Repositories.](#)
27. [CODING Project Management.](#)
28. [CODING Test Management.](#)
29. [CODING Continuous Integration.](#)
30. [CODING Artifact Repositories.](#)
31. [CODING Continuous Deployment.](#)
32. [Tencent Distributed Message Queue.](#)
33. [Risk Control Engine.](#)
34. [TencentCloud EdgeOne.](#)
35. [eKYC.](#)
36. [Tencent Managed Service for Prometheus.](#)
37. [Tencent Cloud Automation Tools.](#)
38. [Video on Demand.](#)
39. [HTTPDNS.](#)
40. [Tencent Effect SDK.](#)
41. [Text To Speech.](#)
42. [Automatic Speech Recognition.](#)
43. [Cloud Streaming Services.](#)
44. [Tencent Real-Time Communication.](#)
45. [Real User Monitoring.](#)
46. [Customer Identity and Access Management.](#)
47. [Cloud Application Rendering.](#)
48. [OCR.](#)
49. [Captcha.](#)
50. [Tencent Machine Translation.](#)
51. [Video Moderation System.](#)
52. [Audio Moderation System.](#)

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



# Contrato de Privacidade e Segurança de Dados

Last updated : 2024-02-04 15:37:30

Se houver qualquer conflito entre este Adendo de Privacidade e segurança de Dados (“**DPSA**”) e os [Termos de Serviço](#) (e quaisquer documentos ou políticas incorporados como referência, exceto para o DPSA) (“**Acordos**”), este DPSA deverá prevalecer.

## Definições

A menos que seja declarado o contrário, os seguintes termos terão os significados abaixo atribuídos a eles. Os termos em maiúsculas usados no DPSA mas não definidos abaixo terão o significado atribuído a eles no Contrato.

“**Informações administrativas**” refere-se às informações pessoais que a Empresa fornece à Tencent Cloud para configurar e gerenciar as contas e serviços da Empresa fornecidos pela Tencent Cloud, além de quaisquer informações pessoais geradas em conexão com o uso pela Empresa dos serviços prestados pela Tencent Cloud;

“**Conteúdo**” refere-se a quaisquer dados, incluindo informações pessoais, que a Empresa envia, faz upload, transmite ou exibe usando os serviços fornecidos pela Tencent Cloud;

“**Controlador**” refere-se a uma pessoa, que sozinha ou em conjunto com uma ou mais pessoas, controla a coleta, detenção, processamento ou uso dos Dados pessoais, incluindo, se aplicável, qualquer “negócio” conforme o termo é definido no CCPA.

“**Cláusulas de transferência de Controlador-processador**” refere-se às cláusulas contratuais padrão (Controlador a processador) como definido na Decisão da comissão de 5 de fevereiro de 2010 (C(2010) 593), como definido abaixo em **(2) Cláusulas de transferência de Controlador-processador**;

“**Violação de dados**” refere-se a qualquer uso indevido, interferência, perda, acesso não autorizado, modificação ou divulgação de Dados pessoais que são processados pela Tencent em conexão com o Contrato;

“**Leis de proteção de dados**” refere-se às leis de proteção de dados aplicáveis em relação à coleta, armazenamento, processamento, transferência, divulgação e uso de quaisquer Dados pessoais aplicáveis de tempos em tempos a uma pessoa ou atividade nas circunstâncias em questão, incluindo as Leis de privacidade dos EUA, a Diretiva de privacidade eletrônica e a GDPR;

“**Titular dos dados**” deverá significar (1) “Titular dos dados” conforme o termo é definido no GDPR; (2)

“Consumidor” conforme o termo é definido no CCPA; ou (3) ou qualquer outro indivíduo que seja titular dos Dados pessoais;

“**Diretiva**” refere-se à Diretiva 95/46/EC do Parlamento Europeu e do Conselho de 24 de outubro de 1995 sobre a proteção das pessoas com relação ao Processamento de dados pessoais e sobre a livre circulação desses dados;

“**Diretiva de privacidade eletrônica**” refere-se à Diretiva 2002/58/EC do Parlamento Europeu e do Conselho de 12

de julho de 2002 com relação ao Processamento de dados pessoais e à proteção da privacidade no setor de comunicações eletrônicas; “**EEA**” refere-se à Área econômica Europeia;

“**Dados pessoais da UE**” refere-se aos dados pessoais de um titular de dados que está localizado na EEA;

“**GDPR**” refere-se ao Regulamento 2016/679 do Parlamento europeu e do Conselho de 27 de abril de 2016 sobre a proteção das pessoas físicas com relação ao Processamento de dados pessoais e à livre circulação desses dados;

“**Requisitos específicos da jurisdição**” refere-se aos requisitos específicos para processamento de dados pessoais que se aplicam a determinadas jurisdições, como definido abaixo em **(1) Requisitos específicos da jurisdição**;

“**Empresa**” refere-se à entidade que concordou com os Termos do serviço. Para os fins deste DPSA (incluindo seus anexos), uma referência a “Empresa” deverá ser considerada, no caso de um contrato com uma pessoa que não esteja agindo em nome de uma Empresa, uma referência a essa pessoa;

“**Dados pessoais**” refere-se a qualquer informação relacionada a uma pessoa física identificada ou identificável, incluindo “dados pessoais” e “informações pessoais” conforme esses termos estejam definidos nas Leis de proteção de dados que a Tencent processe nos termos do Contrato para prestar os Serviços;

“**Processamento**” refere-se à execução de qualquer operação ou conjunto de operações em Dados pessoais, incluindo qualquer coleta, uso, armazenamento ou divulgação, ou conforme definido de outra forma nas Leis de proteção de dados;

“**Processador**” refere-se a uma pessoa que processa dados pessoais em nome de um ou mais Controladores, incluindo, conforme aplicável, qualquer “prestador de serviços” ou “contratado” de acordo com a definição do termo pelo CCPA;

“**Sub-Processador**” refere-se a qualquer afiliada da Tencent ou terceiro indicado de tempos em tempos pela Tencent para processar dados pessoais em seu nome de acordo com a cláusula 7.4;

“**Autoridade supervisora**” refere-se a uma autoridade reguladora com jurisdição competente em relação a uma Lei de proteção de dados;

“**Tencent Cloud**” refere-se à entidade que fornece os serviços à Empresa, como especificado nos Termos de serviços;

“**Portal da Tencent Cloud**” refere-se ao portal do cliente ao qual a Empresa tem acesso depois de concluir o processo de inscrição para a Tencent Cloud;

“**Política de privacidade da Tencent Cloud**” refere-se à política localizada na [Política de privacidade](#), conforme atualizado pela Tencent e notificado à Empresa de tempos em tempos;

“**Política de segurança da Tencent**” refere-se às medidas organizacionais e técnicas apropriadas e razoáveis determinadas pela Tencent de tempos em tempos, para proteger os Dados pessoais contra acesso, processamento, exclusão, perda ou uso não autorizados ou acidentais. Essas medidas incluirão as medidas definidas nas Cláusulas de transferência de Controlador-processador (se aplicável);

“**Termos de serviço**” refere-se aos termos localizados em [Termos de serviço](#); e

“**Países terceiros**” refere-se a todos os países fora do escopo das leis de proteção de dados da Área Econômica Europeia (a “**EEA**”), exceto os países aprovados no fornecimento de proteção adequada para Dados pessoais pela Comissão Europeia de tempos em tempos, que nada data deste Contrato inclui Andorra, Argentina, Canadá, Faroe

Islands, Guernsey, Ilha de Man, Israel, Jersey, Nova Zelândia, Suíça e Uruguai.

“**Leis de privacidade dos EUA**” significa a Lei de Privacidade do Consumidor da Califórnia, conforme emendada pela Lei de Direitos de Privacidade da Califórnia (California Consumer Privacy Act, “CCPA”), a Lei de Privacidade do Colorado, a Lei de Privacidade de Dados de Connecticut, a Lei de Privacidade do Consumidor de Utah e a Lei de Proteção de Dados do Consumidor da Virgínia;

## Escopo do Contrato

Este Adendo se aplica se você tiver inserido os Termos de Serviço para o fornecimento de serviços pela Tencent Cloud. O Adendo se aplica ao processamento de dados pessoais que é conteúdo. Os Dados Pessoais de Informações Administrativas são processados de acordo com a Política de Privacidade e este Adendo não se aplicará ao Processamento de Informações Administrativas.

## Autorização para processar dados pessoais

1. As partes reconhecem que, no desempenho de suas obrigações nos termos do Contrato, a Tencent poderá processar dados pessoais em conexão com o armazenamento, acesso e processamento de conteúdo da Organização como parte do fornecido pela Tencent Cloud. O objetivo deste DPSA é estabelecer as respectivas obrigações das partes em relação a esse Processamento.
2. Cada parte garante à outra que cumprirá todas as Leis de Proteção de Dados aplicáveis a ela em relação aos Dados Pessoais.

## Controlador e processador

A Tencent e a Organização reconhecem que a Organização é o Controlador e a Tencent é o Processador em relação aos Dados Pessoais.

## Regiões dos serviços

1. Sujeito à cláusula 5.2, onde a Organização selecionou uma Região de Serviços de acordo com o Contrato, a Tencent processará apenas os dados pessoais nessa região de serviço.
2. A organização reconhece e concorda que a Tencent poderá, por razões operacionais, normativas ou outras, ter de alterar seus locais de processamento esporadicamente, desde que qualquer processamento de Dados Pessoais em um lugar diferente da Região de Serviços preferida da Empresa seja considerado uma “mudança material” tratada de acordo com o Contrato.

3. A Empresa reconhece e concorda que a entidade contratante da Tencent relacionada nos Termos e serviços talvez não seja a entidade em custódia ou controle dos Dados do cliente, incluindo Dados pessoais, assim esses dados poderão ser armazenados e processados na Região de serviço escolhida. Se a Empresa fornece informações que não requerem a seleção de uma Região de serviço, como informações relacionadas a conta, a Tencent poderá processar e armazenar essas informações em qualquer local.

## Obrigações da Tencent

1. Na medida em que processa dados pessoais em nome da Organização, a Tencent:

a. Processará os Dados Pessoais apenas para fins limitados e específicos para a prestação dos serviços, de acordo com as instruções por escrito da Organização (que incluirão os termos deste DPSA, quaisquer instruções fornecidas através do console administrativo da Organização) e da Política de Segurança da Tencent, e notificará a Organização prontamente se ela não puder cumprir este DPSA ou qualquer um de seus termos;

b. devolverá ou (solicitação por escrito da Organização) destruirá com segurança todos os Dados Pessoais em sua posse (incluindo todas as cópias de backup), a menos que seja proibida de fazê-lo pelas Leis Aplicáveis;

c. notificará prontamente a Empresa, ao tomar conhecimento, de:

qualquer ordem judicial ou outro processo jurídico ou qualquer solicitação ou demanda de qualquer autoridade supervisora, regulador, funcionário ou outro ministro do governo, autoridade ou representante para obter ou acessar qualquer dado pessoal, exceto se tal informação for proibida pela Lei aplicável;

Violação de dados;

qualquer divulgação não autorizada ou acesso aos Dados Pessoais ou qualquer perda, dano ou destruição dos Dados Pessoais; e

qualquer reclamação, comunicação ou solicitação material relativa às obrigações da Tencent nos termos das Leis de Proteção de Dados;

qualquer instrução recebida da Organização em relação aos Dados Pessoais que, a critério da Tencent, pode violar qualquer Lei Aplicável, incluindo qualquer Lei de Proteção de Dados, da jurisdição apropriada;

d. garantirá que os Dados Pessoais possam ser acessados apenas pelas pessoas devidamente autorizadas, contratadas pela Tencent e sujeitas à cláusula 8, que possam ser acessados apenas por seus Subprocessadores e pela equipe desses Subprocessadores devidamente autorizados e que precisam ter acesso aos Dados Pessoais para cumprir as obrigações da Tencent nos termos do Contrato;

e. garantirá que a equipe contratada e devidamente autorizada para processar os dados pessoais tenha se comprometido à confidencialidade ou que esteja sob obrigatoriedade legal de confidencialidade e garantirá que as mesmas obrigações de proteção dos dados deste DPSA e as instruções da Empresa sejam cumpridas por essas pessoas, levando em consideração a natureza do Processamento;

f. cumprirá todos os requisitos específicos da jurisdição aplicáveis; e

g. onde as leis da jurisdição relevante assim o requererem:

implementará medidas de segurança técnicas e organizacionais apropriadas até onde aplicável, com a finalidade de fornecer assistência razoável à Empresa para que ela cumpra suas obrigações, incluindo como apropriado e aplicável na jurisdição relevante: (i) a pseudonimização ou desidentificação dos dados pessoais; (ii) a garantia de confidencialidade, integridade, disponibilidade e resiliência contínuas dos sistemas de processamento e serviços; (iii) a restauração de disponibilidade e acesso a Dados pessoais em tempo hábil no caso de incidente físico ou técnico; e (iv) testar, avaliar e analisar regularmente a eficiência das medidas técnicas e organizacionais para a segurança do processamento;

considerará a natureza do processamento, auxiliará a Empresa com medidas técnicas e organizacionais apropriadas, até onde aplicável, para o cumprimento das obrigações da Empresa de responder a solicitações de exercício dos direitos do Titular dos dados estabelecidos nas Leis de proteção de dados;

auxiliará a empresa a garantir o cumprimento das obrigações de: (i) implementar medidas de segurança técnicas e organizacionais apropriadas; (ii) notificará (se exigido) Violações de dados às autoridades supervisoras, aos titulares de dados relevantes e outras pessoas necessárias segundo as Leis de proteção de dados, em casos onde a notificação e os relatórios são exigidos segundo as Leis de proteção de dados relevantes; e (iii) executará avaliações de impacto da proteção de dados e, se necessário, consulta prévia com autoridades supervisoras; e notificará prontamente a Organização por escrito ao tomar conhecimento de qualquer acesso impróprio, não autorizado ou ilegal, uso ou divulgação de dados pessoais que sejam processados pela Tencent de acordo com este DPSA. A Tencent será obrigada a fornecer à Organização todas as informações razoavelmente necessárias para o cumprimento das obrigações da Organização, de acordo com as Leis de Proteção de Dados.

2. A Tencent notificará a Organização se, em seu parecer, uma instrução da Organização infringir as Leis de Proteção de Dados.

## Obrigações da Organização

1. A Organização defende, garante e promete à Tencent que durante todo o Prazo:

- a. os Dados Pessoais foram e serão coletados de acordo com as Leis de Proteção de Dados;
- b. todas as instruções da Empresa para a Tencent cumprirão as Leis de Proteção de Dados; e
- c. a transferência dos dados pessoais à Tencent, e (na medida em que a Tencent atue como processador de dados em relação a esses dados pessoais) o processamento dos dados pessoais pela Tencent conforme instruído pela Empresa ou (na medida em que a Tencent atue como controlador de dados em relação a esses dados pessoais) o recebimento e uso dos dados pessoais pela Tencent, e processamento e uso dos dados pessoais como definido neste DPSA, têm consentimento do Titular dos dados (quando exigido por lei) e de outra forma permitido pelas Leis de proteção de dados e de acordo com estas.

2. A empresa concorda que indenizará e isentará de responsabilidade a Tencent em intimação de e contra todas as reclamações, responsabilidades, custos, despesas, perda ou danos (incluindo perdas consequenciais, perda de lucro e perda de reputação e todos os juros, multas ou custos e despesas jurídicas ou de outros profissionais) incorridos pela Tencent, decorrentes direta ou indiretamente de uma violação desta cláusula

3. Quando a Tencent enfrentar uma reclamatória real ou potencial decorrente ou relacionada a qualquer violação das Leis de Proteção de Dados relativas a Dados Pessoais processados de acordo com este DPSA, a Empresa fornecerá prontamente todos os materiais e informações razoavelmente solicitados pela Tencent que sejam relevantes para a defesa de tal reclamatória.

4. Se a Empresa tomar conhecimento de qualquer violação de dados real ou suspeita relacionada ao Acordo, a Empresa deverá:

a. tomar medidas razoáveis para realizar, dentro de 30 dias, uma avaliação para determinar se a Violação de dados é notificável segundo as Leis de proteção de dados e prontamente notificar a Tencent por escrito sobre os resultados da avaliação;

b. se a Empresa notificar a Tencent que considera a Violação de dados notificável segundo as Leis de proteção de dados:

A Empresa deverá preparar um versão preliminar de quaisquer declarações de notificação com relação à Violação de dados exigidas segundo as Leis de proteção de dados (“Declarações de notificação”) e fornecer a versão preliminar das Declarações de Notificação à Tencent para aprovação antes da divulgação aos reguladores aplicáveis de proteção de dados, titulares dos dados ou qualquer outra pessoa;

A Tencent fornecerá à Empresa um aviso por escrito:

de quaisquer alterações que a Tencent exija razoavelmente na versão preliminar da declaração de notificação e a Empresa deverá incorporar todas essas alterações à versão preliminar da Declaração de notificação; ou que a Tencent aprova a versão preliminar da Declaração de notificação; e

em seguida à aprovação pela Tencent de uma versão preliminar de Declaração de notificação, a Empresa deve fornecer uma cópia da Declaração de notificação aprovada aos reguladores de proteção de dados aplicáveis, aos titulares dos dados e a qualquer outra pessoa conforme exigido pelas Leis de proteção de dados; e não, e deve garantir que suas afiliadas e seus respectivos funcionários não façam qualquer declaração pública ou divulgação relacionada a qualquer Violação de dados suspeita ou real sem o prévio consentimento por escrito da Tencent.

## Nomeação de Subprocessadores

1. A Tencent poderá autorizar qualquer subprocessador a processar os dados pessoais em seu nome desde que, quando (e na medida do) exigido pelas Leis de proteção de dados, a Tencent celebre um acordo por escrito com o Subprocessador contendo termos que sejam substancialmente os mesmos daqueles contidos neste DPSA. A empresa, por meio deste, concede à Tencent autorização geral por escrito para contratar esses subprocessadores relacionados na Tencent Cloud [Terceiros](#), sujeitos aos requisitos desta cláusula 8.

2. A Tencent deverá informar, na medida que o seu processamento de Dados pessoais esteja sujeito às Leis de proteção de dados que exijam tais notificações, a Empresa por e-mail (e por meio do Portal da Tencent Cloud) sobre quaisquer alterações pretendidas em relação a acréscimo ou substituição dos subprocessadores. Nesse caso, a Empresa terá 14 (quatorze) dias a partir da data de recebimento do aviso para aprovar ou rejeitar a alteração. No

caso de não haver resposta da Empresa, o Subprocessador será considerado aceito. Se a Empresa rejeitar a substituição do subprocessador, a Tencent poderá rescindir o Contrato com efeito imediato mediante notificação por escrito à Empresa.

3. Caso a Tencent contrate um Subprocessador para realizar as atividades específicas de Processamento em nome da Empresa, se aquele subprocessador deixar de cumprir suas obrigações de proteção de dados, a Tencent ficará totalmente responsável segundo as Leis de proteção de dados pelo desempenho daquelas obrigações do Subprocessador.

## MÓDULOS

Os seguintes módulos devem ser aplicados e incorporados como referência neste DPSA se você usar o recurso específico (como definido em cada Módulo relevante).

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](#).

## Requisitos específicos da jurisdição

### Europa

1. A Tencent concorda que não processará dados pessoais da UE em outro país, exceto quando a Tencent cumprir as obrigações de importador de dados estabelecidas nas Cláusulas de Transferência de controlador a processador.
2. Em caso de algum conflito entre as Cláusulas de transferência de controlador a processador e o restante deste DPSA, as Cláusulas de transferência de controlador a processador prevalecerão em relação a quaisquer dados pessoais da UE.
3. Para efeitos das Cláusulas de Transferência de controlador a processador, serão aplicadas as seguintes disposições adicionais:
  - a. as partes concordam em observar as Cláusulas de transferência de controlador a processador sem modificações;
  - b. os nomes e endereços da Empresa e da Tencent serão considerados para serem incorporados às Cláusulas de Transferência de controlador a processador e para fins das Cláusulas de Transferência de controlador a processador;
  - c. A Empresa é o exportador de dados e a Tencent, ou afiliada aplicável da Tencent, é o importador de dados conforme definido nas Cláusulas de transferência de controlador a processador; e
  - d. a assinatura de cada parte neste DPSA será considerada uma assinatura dos termos contidos nas Cláusulas de Transferência de controlador a processador.
4. Se exigido pelas leis ou procedimentos regulatórios de qualquer jurisdição, as partes executarão ou reexecutarão as cláusulas contidas nas Cláusulas de Transferência de controlador a processador como um documento separado que estabelece as transferências propostas de Dados Pessoais da maneira que for necessária.

### Coreia do Sul

1. Se e na medida em que a Política de segurança da Tencent for insuficiente no cumprimento dos requisitos aplicáveis segundo as leis e regulamentações coreanas, a Tencent tomará medidas adicionais esporadicamente para cumprir esses requisitos (conforme aplicável a um beneficiário de transferência de dados pessoais no exterior), incluindo:
  - a. Artigos 28 e 63 da Lei de Promoção da Utilização de Redes de Informação e Comunicações e a Proteção da Informação (a “**Lei de redes de TIC**”);

- b. Artigos 15 e 67 do Decreto de Execução promulgado pela Lei de Redes de TIC;
- c. as Diretrizes para Medidas Técnicas e Administrativas para a Proteção de Informações Pessoais (emitidas pela Comissão de Comunicações da Coreia);
- d. Artigo 29 da Lei de Proteção de Informações Pessoais (a “PIPA”);
- e. Artigo 30 do Decreto de Execução promulgado para a PIPA; e
- f. as Diretrizes para Medidas de Segurança para a Segurança das Informações Pessoais (emitidas pelo Ministério do Interior e Segurança), como o precedente, podem ser alteradas e/ou complementadas ocasionalmente.

## 2. A Tencent:

- a. usará os Dados Pessoais apenas para fins do escopo do trabalho confiado e dentro dele;
- b. concordará em sujeitar-se ao treinamento e supervisão da Organização a respeito de como a Tencent lida com os Dados Pessoais; e
- c. concordará em sujeitar-se à supervisão e auditoria feitas por autoridades regulatórias relevantes.

3. A Tencent compensará a Organização e quaisquer titulares de dados relevantes por todo e qualquer dano, passivo, custos e despesas decorrentes de qualquer violação das obrigações da Tencent sob este DPSA ou sob a Lei Aplicável.

## Leis de privacidade dos EUA

1. Na medida do exigido pelas Leis de privacidade aplicáveis nos EUA e mediante solicitação ou aviso razoável por escrito:

- a. A Organização poderá tomar medidas razoáveis e adequadas para assegurar que a Tencent utilize os Dados Pessoais de forma consistente com as obrigações da Organização no âmbito das Leis de privacidade dos EUA aplicáveis;
- b. À medida que a Organização acredite razoavelmente que a Tencent esteja usando Dados Pessoais em violação às Leis de privacidade aplicáveis dos EUA, a Organização poderá tomar medidas razoáveis e adequadas para interromper e remediar tal uso não autorizado;
- c. A Tencent deverá disponibilizar à Organização informações em posse da Tencent que sejam necessárias para demonstrar o cumprimento de suas obrigações no âmbito das Leis de privacidade dos EUA.
- d. A Tencent deverá permitir e cooperar com avaliações anuais razoáveis da Organização, ou do auditor designado pela Organização, às custas da Organização e somente após as partes chegarem a um acordo sobre o escopo da avaliação, quanto ao cumprimento pela Tencent de suas obrigações no âmbito das Leis de privacidade aplicáveis dos EUA. De outra forma, a Tencent poderá providenciar um auditor qualificado e independente para realizar uma avaliação das políticas e medidas técnicas e organizacionais da Tencent em apoio a suas obrigações no âmbito das Leis de privacidade aplicáveis dos EUA, utilizando para tais avaliações um padrão ou estrutura de controle adequados e aceitos, bem como os respectivos procedimentos de avaliação. A Tencent deverá fornecer um relatório de tal avaliação à Empresa mediante solicitação razoável.

2. Considerando o contexto do Processamento, as Partes deverão implementar medidas técnicas e organizacionais adequadas para proporcionar um nível de segurança compatível com o risco e estabelecer uma alocação clara das responsabilidades entre elas para implementar tais medidas. Conforme exigido pelas Leis de privacidade aplicáveis dos EUA, a Tencent deverá fornecer o mesmo nível de proteção de privacidade que é exigido por tais leis.

3. É vedado à Tencent:

- a. vender ou compartilhar os Dados Pessoais;
- b. reter, utilizar ou divulgar os Dados Pessoais para qualquer outra finalidade que não seja a finalidade específica de prestar os Serviços;
- c. reter, utilizar ou divulgar os Dados Pessoais fora do relacionamento de negócios direto entre a Tencent e a Organização; e
- d. combinar os Dados Pessoais recebidos da Organização, ou em nome dela, com quaisquer Dados Pessoais que possam ser coletados de interações separadas da Tencent com os indivíduos aos quais os Dados Pessoais se referem ou de quaisquer outras fontes, salvo na medida permitida pelas Leis de privacidade dos EUA. Para os fins desta seção da Lei de privacidade dos EUA, “Vender”, “Compartilhar” e outros termos análogos terão os significados atribuídos a eles segundo as Leis de privacidade dos EUA.

### Macau

1. A indicação da Tencent como Processador, bem como a indicação de subprocessadores quando (e conforme) permitido neste Contrato, deverá ser notificada pela Empresa ao escritório de proteção de dados local (GPDP - Gabinete para a Proteção de Dados Pessoais).
2. A Tencent terá o direito de solicitar razoavelmente à Empresa que forneça comprovação de conformidade com uma instrução das leis relevantes de proteção de dados de Macau, inclusive a notificação na seção 1 acima.
3. A organização informará expressamente à Tencent, por escrito, em caso de processamento de dados confidenciais, conforme definido no artigo 7º da Lei de Proteção de Dados de Macau (Lei n° 8/2005), e garantirá o cumprimento dos requisitos específicos previstos na lei de proteção de dados de Macau para o processamento desses dados.

## Cláusulas de transferência de controlador a processador

Para efeitos do artigo 26º(2) da Diretiva 95/46/CE para a transferência de dados pessoais para processadores estabelecidos em países terceiros que não garantam um nível adequado de proteção de dados:

Nome da empresa exportadora de dados: esta é a Empresa que celebrou o Contrato ou, se o Contrato for celebrado com uma pessoa que não esteja agindo em nome de uma Empresa, essa pessoa.

(o “**exportador de dados**”)

E

Nome da empresa de importação de dados: a entidade contratante especificada na seção 1.2 dos Termos de serviço.

(o “**importador de dados**”)

cada um representando uma “**parte**”; juntos “**as partes**”,

CONCORDARAM com as seguintes Cláusulas contratuais (as “**Cláusulas**”) a fim de assegurar as salvaguardas adequadas com relação à proteção da privacidade e dos direitos e liberdades fundamentais das pessoas quando da transferência pelo exportador de dados para o importador, dos dados pessoais especificados no Apêndice 1.

## Definições

Para efeito das Cláusulas:

- a. “dados pessoais”, “categorias especiais de dados”, “processo/processamento”, “controlador”, “processador”, “titular dos dados”; e “autoridade supervisora”; terão o mesmo significado da Diretiva 95/46/CE do Parlamento Europeu e do Conselho de 24 de Outubro de 1995 sobre a proteção de pessoas no que diz respeito ao processamento de dados pessoais e à livre circulação de tais dados;
- b. “o exportador de dados” refere-se ao controlador que transfere os dados pessoais;
- c. “o importador de dados” refere-se ao processador que concorda em receber do exportador de dados os dados pessoais destinados ao processamento em seu nome após a transferência de acordo com suas instruções e os termos das Cláusulas e que não está sujeito ao sistema de outro país, garantindo proteção adequada dentro da interpretação do artigo 25º(1) da Diretiva 95/46/CE;
- d. “o subprocessador” refere-se a qualquer processador contratado pelo importador de dados ou por qualquer outro subprocessador do importador de dados que concorde em receber do importador de dados ou de qualquer outro subprocessador do importador de dados, os dados pessoais exclusivamente destinados a atividades de processamento a serem realizadas em nome do exportador de dados após a transferência de acordo com suas instruções, os termos das Cláusulas e os termos do subcontrato por escrito;
- e. “a lei de proteção de dados em vigor” refere-se à legislação que protege os direitos e liberdades fundamentais das pessoas e, em particular, seu direito à privacidade no que diz respeito ao processamento de dados pessoais aplicável a um controlador de dados no Estado-membro em que o exportador de dados está estabelecido;
- f. “medidas de segurança técnicas e organizacionais” refere-se a essas medidas destinadas a proteger dados pessoais contra a destruição acidental ou ilegal ou perda acidental, alteração, divulgação ou acesso não autorizados, em particular, quando o processamento envolve a transmissão de dados através de uma rede e contra todas as outras formas ilegais de processamento.

## Detalhes da transferência

Os detalhes da transferência e, em particular, as categorias especiais dos dados pessoais quando aplicável, estão especificados no Apêndice 1 que é parte integral das Cláusulas.

## Cláusula de beneficiário de terceiros

1. O titular dos dados pode aplicar contra o exportador de dados esta cláusula, as cláusulas 4(b) a 4(i), as cláusulas 5(a) a 5(e) e 5(g) a 5(j), as cláusulas 6.1 e 6.2, cláusula 7, cláusula 8.2 e cláusulas 9 a 12 como beneficiário de terceiros.
2. O titular dos dados pode aplicar contra o importador de dados esta Cláusula, as cláusulas 5(a) a 5(e) e 5(g), a Cláusula 6, a Cláusula 7, a Cláusula 8.2 e as Cláusulas 9 a 12, nos casos em que o exportador de dados tenha desaparecido factualmente ou deixado de existir em lei, a menos que qualquer entidade sucessora tenha assumido todas as obrigações legais do exportador de dados por contrato ou por operação da lei, que como resultado do qual assuma os direitos e obrigações do exportador de dados e, nesse caso, o titular dos dados pode aplicá-las contra a tal entidade.

3. O titular dos dados pode aplicar contra o subprocessador esta Cláusula, as Cláusulas 5(a) a 5(e) e 5(g), a Cláusula 6, a Cláusula 7, a Cláusula 8.2 e as Cláusulas 9 a 12, nos casos em que tanto o exportador de dados quanto o importador de dados tenham desaparecido factualmente ou deixado de existir em lei ou tenham se tornado insolventes, a menos que alguma entidade sucessora tenha assumido todas as obrigações legais do exportador de dados por contrato ou operação da lei e que, como resultado disso, assuma todos os direitos e obrigações do exportador de dados, em cujo caso o titular dos dados pode aplicar as cláusulas contra a entidade. Essa responsabilidade de terceiros do subprocessador será limitada às suas próprias operações de processamento segundo os termos das Cláusulas.

4. As partes não se opõem a um titular de dados que seja representado por uma associação ou outro órgão se o titular dos dados assim o desejar expressamente e se permitido por legislação nacional.

### **Obrigações do exportador de dados**

O exportador de dados concorda e garante:

- a. que o processamento, incluindo a própria transferência, dos dados pessoais tem sido e continuará sendo executado de acordo com as disposições relevantes da lei aplicável de proteção de dados (e, onde aplicável, tem sido notificado às autoridades relevantes do Estado-membro onde o exportador de dados está estabelecido) e não viola as disposições relevantes daquele Estado;
- b. que instruiu e que durante toda a duração dos serviços de processamento de dados pessoais instruirá o importador de dados a processar os dados pessoais transferidos apenas em nome do exportador de dados e de acordo com a lei de proteção de dados aplicável e as Cláusulas;
- c. que o importador de dados fornecerá garantias suficientes com respeito às medidas técnicas e organizacionais especificadas no Apêndice 2 deste contrato;
- d. que após a avaliação dos requisitos da lei de proteção de dados aplicável, as medidas de segurança são adequadas para proteger os dados pessoais contra destruição acidental ou ilegal ou perda acidental, alteração, divulgação ou acesso não autorizados, em particular quando o processamento envolve a transmissão de dados através de uma rede e contra todas as outras formas ilícitas de processamento, e que essas medidas garantem um nível de segurança adequado aos riscos apresentados pelo processamento e a natureza dos dados a serem protegidos tendo em conta o estado da arte e o custo de sua implementação;
- e. que se certificará do cumprimento das medidas de segurança;
- f. que, se a transferência envolver categorias especiais de dados, o titular dos dados terá sido informado ou será informado antes, ou o mais breve possível, da transferência de que seus dados poderiam ser transmitidos para um país terceiro que não fornece proteção adequada na acepção da Diretiva 95/46/CE;
- g. que encaminhará qualquer notificação recebida do importador de dados ou qualquer subprocessador nos termos da Cláusula 5(b) Cláusula 8.3 à autoridade supervisora de proteção de dados se o exportador de dados decidir continuar a transferência ou suprimir a suspensão;
- h. disponibilizar aos titulares dos dados, mediante solicitação, uma cópia das Cláusulas, com exceção do Apêndice 2, e uma descrição resumida das medidas de segurança, bem como uma cópia de qualquer contrato para serviços de subprocessamento que tenha de ser feito de acordo com as Cláusulas, a menos que as Cláusulas ou o contrato

- contenham informações comerciais, em cujo caso, poderá remover tais informações comerciais;
- i. que, em caso de subprocessamento, a atividade de processamento será realizada de acordo com a Cláusula 11 por um subprocessador que forneça pelo menos o mesmo nível de proteção para os dados pessoais e os direitos do titular dos dados como importador de dados segundo as Cláusulas; e
- j. que se certificará do cumprimento das Cláusulas 4(a) a 4(i).

## Obrigações do importador de dados

O importador de dados concorda e garante que:

- a. processará os dados pessoais apenas em nome do exportador de dados e em conformidade com suas instruções e as Cláusulas; se não puder fornecer tal conformidade por quaisquer razões, concorda em informar prontamente ao exportador de dados sobre sua incapacidade de cumprir, e que nesse caso o exportador de dados terá o direito de suspender a transferência de dados e/ou de rescindir o contrato;
- b. não há nenhum motivo para acreditar que a legislação a ele aplicável o impede de cumprir as instruções recebidas do exportador de dados e suas obrigações segundo o contrato e que, no caso de alguma mudança nessa legislação que tenha potencial para um efeito negativo substancial sobre as garantias e as obrigações dispostas nas cláusulas, ele notificará prontamente a alteração ao exportador de dados tão logo tenha ciência, em cujo caso o exportador de dados terá o direito de suspender a transferência de dados e/ou rescindir o contrato;
- c. implementou as medidas de segurança técnicas e organizacionais especificadas no Apêndice 2 antes de processar os dados pessoais transferidos;
- d. que notificará prontamente o exportador de dados sobre:
- qualquer pedido legalmente vinculativo para a divulgação dos dados pessoais por uma autoridade policial, a menos que seja proibido de outra forma, como uma proibição sob a lei penal de preservar a confidencialidade de uma investigação policial,
- qualquer acesso acidental ou não autorizado, e
- qualquer solicitação recebida diretamente dos titulares dos dados sem responder a essa solicitação, a menos que tenha sido autorizada a fazê-lo;
- e. lidar de forma rápida e adequada com todas as consultas do exportador de dados relativas ao seu processamento dos dados pessoais sujeitos à transferência e acatar o conselho da autoridade supervisora no que diz respeito ao processamento dos dados transferidos;
- f. a pedido do exportador de dados, apresentar suas instalações de processamento de dados para auditoria das atividades de processamento abrangidas pelas Cláusulas que serão realizadas pelo exportador de dados ou um órgão de inspeção composto por membros independentes e em posse das qualificações profissionais exigidas vinculadas a um dever de confidencialidade, selecionado pelo exportador de dados, quando aplicável, de acordo com a autoridade supervisora;
- g. disponibilizar ao titular dos dados, mediante solicitação, uma cópia das Cláusulas ou de qualquer contrato existente para subprocessamento, exceto se as Cláusulas ou o contrato contiverem informações comerciais, em cujo caso poderá remover essas informações comerciais, exceto o Apêndice 2, que será substituído por uma descrição resumida das medidas de segurança nos casos em que o titular dos dados não puder obter uma cópia do exportador

de dados;

h. que, em caso de subprocessamento, terá informado previamente o exportador de dados e obtido seu consentimento prévio por escrito;

i. que os serviços de processamento pelo subprocessador serão realizados de acordo com a Cláusula 11;

j. enviará prontamente uma cópia de qualquer contrato de subprocessador que concluir segundo as Cláusulas ao exportador de dados.

## Responsabilidade

1. As partes concordam que qualquer titular dos dados que tenha sofrido danos como resultado de qualquer violação das obrigações referidas na Cláusula 3 ou na Cláusula 11, por qualquer parte ou subprocessador, tem direito a receber indenização do exportador de dados pelos danos sofridos.

2. Se um titular de dados não for capaz de apresentar um pedido de indenização de acordo com a Cláusula 6.1 contra o exportador de dados, decorrente de uma violação pelo importador de dados ou seu subprocessador de qualquer uma de suas obrigações referidas na Cláusula 3 ou na Cláusula 11, porque o exportador de dados realmente desapareceu ou deixou de existir em lei ou se tornou insolvente, o importador de dados concorda que o titular dos dados pode emitir uma reclamação contra o importador de dados como se fosse o exportador de dados, a menos que qualquer entidade sucessora tenha assumido todas as obrigações legais do exportador de dados por contrato ou operação de lei, em cujo caso o titular dos dados pode impor seus direitos contra tal entidade. O importador de dados não poderá contar com uma violação por um subprocessador de suas obrigações, a fim de evitar suas próprias responsabilidades.

3. Se um titular dos dados não conseguir apresentar uma ação judicial contra o exportador de dados ou o importador de dados referidos nas Cláusulas 6.1 e 6.2, decorrente de uma violação cometida pelo subprocessador de qualquer uma de suas obrigações referidas na Cláusula 3 ou na Cláusula 11 porque tanto o exportador de dados quanto o importador de dados desapareceram factualmente ou deixaram de existir em lei ou se tornaram insolventes, o subprocessador concorda que o titular dos dados poderá registrar uma ação judicial contra o subprocessador dos dados com relação às suas próprias operações de processamento segundo as Cláusulas como se fosse o exportador de dados ou o importador dos dados, exceto se uma entidade sucessora tiver assumido inteiramente as obrigações legais do exportador de dados ou do importador de dados por contrato ou por cumprimento da lei, em cujo caso o titular dos dados poderá aplicar seus direitos contra essa entidade. A responsabilidade do subprocessador será limitada às suas próprias operações de processamento segundo as Cláusulas.

## Mediação e jurisdição

1. O importador de dados concorda que se o titular dos dados invocar contra ele direitos de beneficiário de terceiros e/ou reivindicar indenização por danos segundo os termos das Cláusulas, o importador de dados aceitará a decisão do titular dos dados:

- a. de encaminhar a disputa à mediação, por pessoa independente ou, quando aplicável, pela autoridade supervisora;
- b. de encaminhar a disputa aos tribunais do Estado-Membro ao qual o exportador de dados pertence.

2. As partes concordam que a escolha feita pelo titular dos dados não prejudicará seus direitos substantivos ou processuais de buscar recursos de acordo com outras disposições do direito nacional ou internacional.

### **Cooperação com autoridades de controle**

1. O exportador de dados concorda em depositar uma cópia deste contrato para a autoridade de controle se assim o solicitar ou se tal depósito for exigido pela lei de proteção de dados aplicável.
2. As partes concordam que a autoridade de controle têm o direito de realizar uma auditoria no importador de dados e em qualquer subprocessador que tenha o mesmo escopo e esteja sujeito às mesmas condições que se aplicariam a uma auditoria do exportador de dados segundo a lei de proteção de dados aplicável.
3. O importador de dados informará prontamente ao exportador de dados sobre a existência de legislação aplicável a ele ou a qualquer subprocessador que impeça a realização de uma auditoria no importador de dados, ou qualquer sub processador, nos termos da Cláusula 8.2. Nesse caso, o exportador de dados terá o direito de tomar as medidas previstas na Cláusula 5(b).

### **Lei aplicável**

As Cláusulas serão regidas pela lei do Estado-Membro ao qual o exportador de dados pertence.

### **Variação do contrato**

As partes comprometem-se a não alterar nem modificar as Cláusulas. Isso não impede que as partes adicionem cláusulas sobre questões relacionadas aos negócios, quando necessárias, desde que não contradigam as Cláusulas.

### **Subprocessamento**

1. O importador de dados não subcontratará nenhuma de suas operações de processamento realizadas em nome do exportador de dados segundo as Cláusulas sem o consentimento prévio por escrito do exportador de dados. Quando o importador de dados subcontratar suas obrigações segundo as Cláusulas, com o consentimento do exportador de dados, ele o fará apenas por meio de um acordo por escrito com o subprocessador que impõe as mesmas obrigações ao subprocessador que são impostas ao importador de dados nos termos das Cláusulas. Quando o sub processador deixar de cumprir suas obrigações de proteção de dados segundo o tal acordo por escrito, o importador de dados permanecerá totalmente sujeito ao exportador de dados quanto ao desempenho das obrigações do subprocessador segundo o tal acordo.
2. O contrato prévio por escrito entre o importador de dados e o subprocessador também prevê uma cláusula de beneficiário de terceiros, conforme estabelecido na Cláusula 3 para os casos em que o titular dos dados não possa apresentar o pedido de indenização referido na Cláusula 6.1 contra o exportador de dados ou o importador de dados porque eles desapareceram factualmente ou deixaram de existir em lei ou se tornaram insolventes e se nenhuma entidade sucessora tiver assumido toda a obrigação legal do exportador de dados ou importador de dados por contrato ou por operação de lei. Essa responsabilidade de terceiros do subprocessador será limitada às suas próprias operações de processamento segundo os termos das Cláusulas.



3. As disposições relativas aos aspectos de proteção de dados para o subprocessamento do contrato referido na Cláusula 11.1 serão regidas pela lei do Estado-Membro ao qual o exportador de dados pertence.
4. O exportador de dados manterá uma lista de contratos de subprocessamento celebrados nos termos das Cláusulas e notificados pelo importador de dados nos termos da Cláusula 5(j), que será atualizada pelo menos uma vez por ano. A lista estará disponível para a autoridade supervisora de proteção de dados do exportador de dados.

### **Obrigação após o término dos serviços de processamento de dados pessoais**

1. As partes concordam que, no término da prestação de serviços de processamento de dados, o importador de dados e o subprocessador devolverão, à escolha do exportador de dados, todos os dados pessoais transferidos e as cópias deles ao exportador de dados ou destruirão todos os dados pessoais e certificarão ao exportador de dados que o fez, a menos que a legislação imposta ao importador de dados impeça que ele devolva ou destrua todo ou parte dos dados pessoais transferidos. Nesse caso, o importador de dados garante que garantirá a confidencialidade dos dados pessoais transferidos e deixará de processar ativamente os dados pessoais transferidos.
2. O importador de dados e o subprocessador garantem que, mediante solicitação do exportador de dados e/ou da autoridade supervisora, submeterá suas instalações de processamento de dados a uma auditoria das medidas referidas na Cláusula 12.1.

## **Apêndice 1**

### **Descrição das transferências (controlador-processador)**

Este apêndice faz parte das Cláusulas e deve ser preenchido e assinado pelas partes.

Os Estados-Membros poderão completar ou especificar, de acordo com os seus procedimentos nacionais, quaisquer informações adicionais necessárias que devam estar contidas neste apêndice.

#### **Exportador de dados**

O exportador de dados é a Organização conforme definido no Contrato, ou, caso o Contrato tenha sido executado por pessoa que não esteja agindo em nome da Organização, será essa pessoa.

O exportador de dados contratou o importador de dados para fornecer serviços on-line conforme descrito no Contrato.

#### **Importador de dados**

O importador de dados é a Tencent, conforme definido no Contrato, principal fornecedor de serviços da Internet com valor agregado. O importador de dados foi contratado pelo exportador de dados para fornecer determinados serviços on-line, como descrito no Contrato.

#### **Categorias de dados**

Os dados pessoais transferidos dizem respeito às seguintes categorias de dados (especifique):

O Conteúdo carregado pelo Exportador de Dados, ou conforme notificado pelo Exportador de Dados ao Importador de Dados esporadicamente.

#### **Categorias especiais de dados**

Os dados pessoais transferidos dizem respeito às seguintes categorias especiais de dados (especifique):

O Conteúdo carregado pelo Exportador de Dados, ou conforme notificado pelo Exportador de Dados ao Importador de Dados esporadicamente.

### **Operações de processamento**

Os dados pessoais transferidos estarão sujeitos às seguintes atividades básicas de processamento (especifique):

O Importador de Dados processará os dados pessoais em apoio às atividades realizadas pelo Exportador de Dados. Em particular, as atividades de processamento do Importador de Dados realizadas sob as instruções e em nome do Exportador de Dados incluem: hospedagem de dados, backup de dados, comunicações, análise de dados, estatísticas, análise, administração de sistemas de TI, realização de pedidos, serviços de suporte, serviços de gerenciamento de funcionários, pagamentos de pedidos de processamento, entrega de comunicações de marketing, promoções e pesquisas, operações, manutenção e hospedagem de software, serviços de tecnologia da informação, incluindo gerenciamento de desktop e rede, monitoramento de sistemas, desenvolvimento de aplicativos e programas, arquivamento, gerenciamento de desastres e restauração de dados.

## Apêndice 2

### **Medidas de Segurança Técnicas e Organizacionais**

Implementamos um programa abrangente de privacidade e segurança com a finalidade de proteger seu conteúdo.

Este programa inclui o seguinte:

- 1. Segurança de dados.** Projetamos e implementamos as seguintes medidas para proteger os dados do cliente contra acesso não autorizado:
  - a. normas para categorização e classificação de dados;
  - b. um conjunto de recursos de autenticação e controle de acesso nos níveis físico, de rede, do sistema e do aplicativo; e
  - c. um mecanismo para detectar comportamentos anormais baseados em big data.
- 2. Segurança da rede.** Implementamos regras rigorosas sobre isolamento interno da rede para alcançar o controle de acesso e proteção de fronteiras para redes internas (incluindo redes de escritórios, redes de desenvolvimento, redes de testes e redes de produção) por meio de isolamento físico e lógico.
- 3. Segurança física e ambiental.** Rigorosos controles de infraestrutura e acesso ao ambiente foram implementados para os data centers da Tencent Cloud com base em requisitos relevantes de segurança regional. Foi estabelecida uma matriz de controle de acesso, com base nos tipos de funcionários do data center e seus respectivos privilégios de acesso, para garantir uma gestão e controle efetivos de acesso e operações feitos pelo pessoal do data center.
- 4. Gerenciamento de incidentes.** Realizamos monitoramento de serviços ativo e em tempo real, juntamente com um mecanismo de manuseio e resposta rápida que permite pronta descoberta e manuseio de incidentes de segurança.
- 5. Cumprimento das normas.** Cumprimos as normas relacionadas em nossa página do Compliance Center e atualizadas de tempos em tempos.

# Customer Security Assessment Policy and Guidelines

Last updated : 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

Last updated : 2021-01-19 16:15:21

## INTRODUCTION

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

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

`cloudlegalenquiries@tencent.com` .

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

## PROHIBITED ACTIVITIES

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

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

- submit, upload, store, transmit, distribute, display or otherwise make available any content (whether displayed publicly or not) which in fact or in our reasonable opinion:
  - violates any applicable laws or regulations;
    - infringes our rights or any third party's rights – including any intellectual property rights, contractual rights, confidentiality rights or privacy rights;
    - creates a risk of loss or damage to any person or property;
    - is fraudulent, false, misleading or deceptive;
    - harms or exploits, or may harm or exploit any person (whether adult or minor) in any way, including via bullying or harassment, or threats, support, or encouragement of violence;
    - is hateful, harassing, abusive, promoting bigotry, racially or ethnically offensive, defamatory, humiliating to other people (publicly or otherwise), threatening, profane or otherwise objectionable;
    - promotes or encourages self-harming; or
    - is pornographic, sexually explicit, violent or otherwise of a mature nature; or
  - impersonate any person or misrepresent your affiliation with any person or entity in registering or using an account (including by creating a misrepresentative account name or accessing another user's account) or in making any communications or sharing or publishing any content or information using Tencent Cloud.
  
- **No security breach or network abuse.** You may not use Tencent Cloud to:
  - interfere with, or attempt to interfere with, any user's or any other party's access to Tencent Cloud;
  - disable, interfere with or circumvent any parts of Tencent Cloud;
  - intentionally distribute viruses, worms, Trojan horses, corrupted files or other malicious code or items;
  - probe or test the vulnerability of, or otherwise circumvent (or attempt to circumvent) any security features on, Tencent Cloud, our Systems or other users' Systems. "**Systems**" means any network, computer or telecommunication systems;
  - decompile, reverse compile or reverse engineer any of Tencent Cloud Software, or seek to do any of the foregoing, except to the extent that applicable laws and regulations do not allow us to prevent you from doing this;
  - interfere with our, any user's or any other party's Systems – including via unauthorised access; interception of data or connections; falsifying the origin of your data or connections; or attacking any Systems in an unauthorised manner (including by "Denial of Service" attacks or broadcast attacks); or
  - operating any Systems or services on (or that connect to) Tencent Cloud that are prohibited by us, at our sole discretion.

## RESTRICTIONS ON YOUR USE OF TENCENT CLOUD SOFTWARE

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

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

## PROHIBITED USERS

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

- you are less than 13 years of age; or

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

## BREACH OF THIS POLICY OR MISUSE OF TENCENT CLOUD

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

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



# Copyright Policy

Last updated : 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

Last updated : 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](mailto:cloud_complaint@tencent.com), with a copy to [copyrightnotice@tencent.com](mailto: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](mailto:cloud_complaint@tencent.com), with a copy to [copyrightnotice@tencent.com](mailto:copyrightnotice@tencent.com), or at:

Tencent Cloud

Attention: Legal Department (Copyright Notification)

2747 Park Blvd.

Palo Alto, CA 94306

[Repeat Infringer Policy](#)

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

# Service Specific Terms

Last updated : 2022-10-28 10:13:39

## Short Message Service Terms of Service

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

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

### **PLEASE READ THE FOLLOWING TERMS CAREFULLY.**

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

1.You shall:

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

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

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

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

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

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

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

4. You acknowledge that:

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

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

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

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

# General Service Level Agreement

Last updated : 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

Last updated : 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

Last updated : 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

Last updated : 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
≥ 99.0% and < 99.95%	10% of the monthly service fee for Directly Related Tencent Cloud Products
≥ 98.0% and < 99.0%	20% of the monthly service fee for Directly Related Tencent Cloud Products
< 98.0%	50% of the monthly service fee for Directly Related Tencent Cloud Products

### 3.3 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application

within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

1. Any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
2. Any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
3. Any attack on your application interface or data, or any other misconduct;
4. Any loss or leak of data, pin or password due to your improper maintenance or improper confidentiality measures;
5. Any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
6. Any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
7. Any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud.
8. Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

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

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

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

## 5. Miscellaneous

1. The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.
2. Tencent Cloud has the right to amend the terms of this Agreement and notify you as appropriate or necessary in light of changes in due course. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
3. As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.  
(End of Document)

# TCR Service Level Agreement

Last updated : 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 ≥ 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

Last updated : 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 (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

4.1 any failure of the Service to meet the availability standard due to reaching or exceeding the limit of the scale of the single business instance purchased by you.

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

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

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

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

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

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

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

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

4.10 any circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of service, rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

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

**5.2 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.3 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.4 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# TCMQ Service Level Agreement

Last updated : 2023-04-24 14:53:45

In order to use the Message Queue TDMQ service (the "Service"), you should read and observe this Message Queue TDMQ Service Level Agreement (this "Agreement", or this "SLA") and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

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

**1.2 Service Month(s):** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

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

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

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

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

## 2. Service Availability

### 2.1 Calculation of Service Availability

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

### 2.2 Service Availability

**The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%.** You are entitled to the compensation as set forth in Section 3 (Service Compensation) below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

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

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable**

**Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.95% > Av ≥ 99%	10% of the Monthly Service Fee
99% > Av ≥ 95%	25% of the Monthly Service Fee
95% > Av	100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

4.1 any failure of the Service to meet the availability standard due to reaching or exceeding the limit of the scale of the single business instance purchased by you.

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

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

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

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



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

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

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

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

4.10 any circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of service, rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

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

**5.2 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.3 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.4 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# CMQ Service Level Agreement

Last updated : 2019-07-12 11:34:10

## 1. Tencent Cloud Service

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

## 2. Service Guarantee Metrics

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

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

#### 2.1.1. Durability of Stored Data

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

#### 2.1.2. Data Deletion

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

#### 2.1.3. Data Confidentiality

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

#### 2.1.4. Right to Know

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

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

purchasing cloud virtual machine.

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

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

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

#### 2.1.5. Data Audit

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

#### 2.1.6. Service Availability

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

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

#### 2.1.7. Malfunction Recovery Capacity

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

## 3. Accuracy of Pay-Per-Use

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

## 4. Compensation

### 4.1 Scope

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

### 4.2 Compensation Standards

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

One hundred times compensation for CMQ malfunction:

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

# CKafka Service Level Agreement (Old Version)

Last updated : 2019-08-22 09:30:43

## 1. Tencent Cloud CKafka Message Service

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

## 2. Service Guarantee Indicators

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

### 2.1 CKafka Message Service

#### 2.1.1 Data Storage Persistence

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

#### 2.1.2 Destroyable Data

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

#### 2.1.3 Right to Know

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

Center.

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

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

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

#### 2.1.4 Data Auditing

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

#### 2.1.5 Service Availability

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

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

#### 2.1.6 Failure Recovery Capability

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

## 3. Service Billing Accuracy

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

## 4. Compensation

### 4.1 Scope

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

### 4.2 Compensation Standards

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

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

Hundred-fold compensation for CKafka Message Service failures:

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

# CKafka Service Level Agreement (New Version)

Last updated : 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 (5<sup>th</sup>) 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

Last updated : 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

Last updated : 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 (5<sup>th</sup>) 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

Last updated : 2023-04-24 15:02:31

In order to use the Tencent Cloud API Gateway service (the “Service”), you should read and observe this Tencent Cloud API Gateway Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Unless otherwise agreed, this Agreement does not apply to features of the Service for closed beta testing. Tencent Cloud does not make any warranties as to the availability and quality of such features.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

### 1.1 API Gateway Service

API Gateway Service refers to API Gateway service provided by Tencent Cloud which covers the full lifecycle API management, including creation, maintenance, release, operation, and deactivation, etc. For details, please refer to the information of the Service publicly released by Tencent Cloud.

### 1.2 Service Month(s)

Service Months refer to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). **The availability of the Service will be calculated independently for each Service Month.**

### 1.3 Valid Request

Valid Requests refer to all requests received by API Gateway.

## 1.4 Failed Request

A Failed Request refers to an API calling failure due to malfunction of the Service per se. Any API calling failure caused by any other reasons, including but not limited to network malfunction, user-end service malfunction or user configuration error, does not constitute a Failed Request.

## 1.5 Service Downtime within a Service Month Calculated in Minutes

If all your requests to access API Gateway Service within a territory within one (1) uninterrupted minute are Failed Requests, such one (1) minute shall be counted into Service Downtime, while any duration of such failure for less than one (1) interrupted minute will not be counted into Service Downtime. Service Downtime within a Service Month Calculated in Minutes means the accumulated Service Downtime calculated in minutes within a Service Month.

## 1.6 Total Time within a Service Month Calculated in Minutes

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

# 2. Service Availability

## 2.1 Calculation of Service Availability

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

## 2.2 Standard of Service Availability

**The Service Availability of the Service will be no less than 99.90%.** You are entitled to the compensation as set forth in Section 3 (Service Compensation) below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

The log feature made available by the Service is for the log of the components of the gateway per se in order to facilitate your troubleshooting. Such log feature is provided beyond the scope of the business data of this Service. Tencent Cloud does not make any warranties as to the availability, quality and storage security with respect to such log feature, neither does this Agreement apply to such log feature.

# 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

## 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). **You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.**

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly Service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.9% > Av ≥ 99%	10% of the monthly Service fee
99% > Av ≥ 95%	25% of the monthly Service fee
95% > Av	100% of the monthly Service fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **\*\*You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.\*\*** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**



- 4.1 your failure to follow development rules or user guide set forth in the documentation of the Service in application development, or your mal-operation.
- 4.2 any abnormal or instable operation of back-end service directed by any back-end address or path set up by you in the Service.
- 4.3 any system maintenance with prior notice by Tencent Cloud to you, including but not limited to system cutover, maintenance, upgrade and malfunction simulation test.
- 4.4 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.5 any loss or leak of data, passcode or password due to your improper maintenance .
- 4.6 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud, or any event of force majeure.
- 4.7 any attack or other misconduct targeting your API or data;
- 4.8 block or shutdown of your back-end service due to involvement in pornography, gambling, drug abuse and any other service or information in violation of laws or regulations.
- 4.9 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or terms of service, rules, or any rules or guidelines published by Tencent Cloud separately.
- 4.10 Prior to your use of the Service, you should carefully read and understand the relevant description, technical specification and use procedure, etc. of the Service, and potential consequences. You understand and agree that you elect to use the Service by exercising your independent and prudent judgment, and that you are solely responsible for your judgement or operation as well as any consequence thereof, and that Tencent Cloud will not be held liable to you for failure of the Service to meet the availability standards under circumstances including but not limited to the following:**
- (1) You should exercise your own judgement as to the compatibility of the Service with your technical architecture and other software and hardware.
  - (2) You should be responsible for your own operation such as health check configuration and filter configuration.
  - (3) If you are using any other product(s) provided by Tencent Cloud concurrently with the Service, you should pay service fees therefor in a timely manner according to the payment terms for such product(s) and should observe relevant terms of service.
  - (4) The Service solely covers the technical architecture and components related to API Gateway. If any other product is involved in the Service, such as SCF, TSF, CVM, TKE, CLS and domain name (subject to your selection), the service level agreement of such other product will apply. Any duration of unavailability of the Service due to such other product will not be counted into the Service Downtime of this API Gateway Service. You should be solely responsible for your back-end service application.
  - (5) Any API calling failure due to certificate configuration error, domain configuration or security group/firewall configuration and other reasons attributable to you or the requesting party does not constitute the Failed Request herein. Any unavailability of the Service due to your use of the Service beyond the use limit of the Service does not constitute the Failed Request under this Agreement.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate amount of compensation payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.

5.4 This Agreement applies to direct and online use of the Service through the official website of Tencent Cloud only. If you intend to use the API Gateway Service in any other form such as private deployment, the service availability and other standards of the Service will be separately agreed upon by you and Tencent Cloud, and this Agreement does not apply in such case. (End of Document)

# Storage

## Essential Storage Service

### COS Service Level Agreement

Last updated : 2019-12-06 14:19:20

In order to use the Tencent Cloud Object Storage (“COS”) service (the “Service”), you should read and observe this Cloud Object Storage Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

#### 1. Terms and Definitions

**Cloud Object Storage (COS):** Object storage means a storage service that enables a user to store massive amounts of data using a Web interface. A user may upload, download and manage data via the HTTP REST API of the COS. COS supports automatic expansion, and the payment for the Service may be made in advance or in arrears.

**Service Month(s):** Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

**Error Rate Per Five Minutes:** Error Rate Per Five Minutes means the rate of the number of Failed Requests returned by COS within five (5) minutes to the total number of user requests within such five (5) minutes, calculated as follows:

$$\text{Error Rate Per Five Minutes} = \frac{\text{number of Failed Requests per five minutes}}{\text{total number of user requests per five minutes}} * 100\%$$

**Failed Request:** Failed Request means a request with a server internal error code (including “Internal Error” (500 error) and “Service Unavailable” (503 error)) returned by COS, excluding any traffic restriction request due to the triggering of frequency control and any Failed Request due to the upgrade, alteration or shutdown of COS. User request means a request sent by a user and received by a COS server, excluding that sent by a user whose identity has not been authenticated, whose authentication fails, or for whom the Service is suspended or terminated due to unpaid overdue payment. Any request received by a COS server in a hacker attack, or any request asynchronously executed on back end with the configuration of cross-regional replication or life cycle rules, will not be deemed an effective or a Failed Request.

**COS Service Monthly Fee:** COS Service Monthly Fee means the fee for storing capacity, flow, request, data retrieval and other storage management fee incurred under a certain Tencent Cloud account of a user within a calendar month for using the COS Service.

## 2. Service Availability

### 2.1 Calculation of Service Availability

The Service Availability of the COS is calculated by the category of storage as follows:

$$\text{Service Availability} = \left( 1 - \frac{\text{the sum of all Error Rates Per Five Minutes within a Service Month}}{\text{the total number of unit time (i. e. five minutes) within a Service Month}} \right) * 100\%$$

### 2.2 Standards of Service Availability

You may upload, download and manage data via the API, SDK, control panel or user tools provided by the COS. In respect of different categories of storage, Tencent Cloud guarantees that **the Service Availability of the standard storage service will be no less than 99.95%**, and **the Service Availability of the low frequency storage will be no less than 99.9%**. If the Service Availability fails to meet aforementioned standard in a Service Month (other than circumstances set forth in the Release of Liabilities Section below), you may submit a support ticket to make an application to Tencent Cloud in accordance with Section 3 below.

## 3. Service Compensation

In respect of this Service, if the Service Availability of the standard storage service is lower than 99.95%, or the Service Availability of the low frequency storage is lower than 99.9%, compensations will be made as follows:

### 3.1 Standards of Compensation

1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud’s official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon

to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

2) If the Service Availability in a Service Month fails to meet the standard, the amount of compensation shall be calculated for such month independently, and **the aggregate amount will be no more than the applicable COS Service Monthly Fee paid by you for such month** (for the purpose of this provision, COS Service Monthly Fee shall exclude the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

Storage Category	Service Availability in a Service Month	Value of Compensation Coupon
Standard Storage	≥ 99% and < 99.95%	20% of the COS Service Monthly Fee
	< 99%	50% of the COS Service Monthly Fee
Low Frequency Storage	≥ 98% and < 99.9%	20% of the COS Service Monthly Fee
	< 98%	50% of the COS Service Monthly Fee

### 3.2 Time Limit for Compensation Application

1) If the Service Availability in a Service Month fails to meet the aforementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service unavailable time shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

**4.1 any system maintenance or unavailability with at least seven (7) days prior notice from Tencent Cloud to users.**

**4.2 any failure due to any network, equipment or configuration that is not Tencent Cloud facility.**

**4.3 any failure of the application interface or data of a user due to attack or other misconducts.**

**4.4 any failure due to negligence in authorization or mal-operation by a user, or due to any equipment of user, or third-party software or device.**

**4.5 any failure due to any force majeure event or accident.**

**4.6 any Service unavailability or failure to meet Service Availability standard due to any reason not attributable to Tencent Cloud.**

**4.7 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.**

## **5. Miscellaneous**

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

### **Note:**

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

# CFS Service Level Agreement

Last updated : 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

Last updated : 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 (5<sup>th</sup>) 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

Last updated : 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<sup>\*\*.\*\*</sup>**

4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;

- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or instructions for using Tencent Cloud products;
- 4.7 any unavailability of the Service or failure to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.8 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# Database

## TencentDB Service Level Agreement(New Version)

Last updated : 2019-10-25 10:01:28

### 1. General

(1) Tencent Cloud database service (the "**Service**") is the public cloud database service provided by Tencent Cloud based on relational database, distributed database, time series database, document database, etc. to meet different needs of various products including websites and applications. This agreement applies only to master - slave (master - backup) instances.

(2) This Tencent Cloud Database Service Level Agreement (SLA) is supplemental to the Tencent Cloud Service Agreement and the Tencent Cloud Privacy Policy.

(3) Tencent Cloud has the right to amend its terms of service at any time and will announce such amendment via a notice on its website, an email notice or a text message notice, without obtaining additional consent of you.

(4) Unless otherwise specifically stipulated herein, for the purpose of this agreement, a "month" equals to thirty (30) calendar days which shall commence on the date when the Service is activated.

### 2. Service Guarantee Metrics

#### 2.1 Service Availability

(1) Tencent Cloud guarantees that the availability of the Service will be no lower than 99.95%, which means that the available time of the Service in a month for your instances would be no less than 43,178.4 minutes (= 30 (day) × 24 (hour) × 60 (minute) × 99.95%), provided that the Service within a month may be unavailable for 21.6 minutes (= 43,200 minutes -- 43,178.4 minutes).

(2) The Service downtime due to any of the following reasons will not be counted into the Service downtime:

- any scheduled downtime due to any system maintenance with prior notice by Tencent Cloud, including system cutover, upgrade and malfunction simulation test.
- any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

- any Service unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party supplier.
- any slow or no responding of any cloud database instance under ultra-high performance pressure; or duration of log re-do or recovery practices.
- any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.
- any mal-operation due to your negligence, or any operation authorized by you.
- any event of force majeure.

## 2.2 Data Deletion

Upon your request or prior to disposal or resale of a device, Tencent Cloud will perform low level formatting of disks to completely and irrecoverably delete all your data, and the disks will be demagnetized when they are discarded.

Upon destruction of a database, no data therein can be recovered.

## 2.3 Data Migration

Tencent Cloud will provide data in a standard database file format to enable you to save such data as a standard "sql" file by import/export tools, by means of which you may transfer such data into a cloud database or export such data onto your own server.

## 2.4 Data Confidentiality

Tencent Cloud adopts reasonable technical measures, including without limitation network isolation and access control, to ensure the isolation and invisibility of data and resources of different users.

## 2.5 Right to Know

- (1) The location of data center where data is stored (users may query this by submitting a ticket).
- (2) The number of data backups and the location of data center where the backup data is stored (users may query this by submitting a ticket).
- (3) Tencent Cloud will assist you in choosing a data center with proper network conditions for data storage, and data backup will be allocated dynamically according to the utilization of resources. You, by default, is not required to choose a data center and a cold backup center. If you intend to choose a data center and/or a cold backup center, you may query this by submitting a ticket.
- (4) The local laws and relevant laws of the People's Republic of China that a data center shall comply with.

(5) None of your data will be provided to any third party unless required by a government regulatory authority for regulation or audit purposes. The database instance behavior log will be used for data analysis of the database operation, but no user data will be presented externally.

## 2.6 Data Audit

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

## 2.7 Malfunction Recovery Capacity

Tencent Cloud database has failover capacity by default, which means that automatic failover will be triggered, without any action of a user, when any malfunction of a master server occurs, thus ensuring the continuity of the Service provided to you. You may submit a ticket or call customer service for support when necessary.

## 2.8 Due and Late Payments

With respect to database instances with payments to be settled on a pre-pay basis (annual or monthly plan), Tencent Cloud will provide you with a 7-day service period upon expiry of the term of the database, and will then terminate the Service upon expiry of such 7-day period. You should bear all cloud service fees (if any) incurred during such 7-day period, settle all your payments prior to the expiry of the 7-day period and complete the migration of all your data. Tencent Cloud database system will automatically delete all your data fourteen (14) days following such expiry or termination.

With respect to database instances with payments to be settled on a post-pay basis (pay-per-use), Tencent Cloud will provide you with a 2-hour service period when any payment of your account is overdue and will then terminate the Service upon expiry of such 2-hour period. You should bear all cloud service fees (if any) incurred during such 2-hour period and should timely top up your account to ensure the balance remains more than RMB0. Tencent Cloud database system will automatically delete all your data when the balance of your account remains less than RMB0 for twenty-four (24) hours.

# 3. Service Compensation

## 3.1 Scope

If a user is not able to use Tencent Cloud database in a regular way or is completely unable to access the database due to any malfunction attributable to Tencent Cloud, the user has the right to require Tencent Cloud to compensate for such incident/malfunction. The application for such compensation must be submitted within three (3) months

following the month for which the availability of the underlying Tencent Cloud database instance fails to meet the relevant standard, and any application submitted thereafter will not be accepted by Tencent Cloud.

### 3.2 Standards for Compensation

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

One hundred times compensation for Tencent Cloud database malfunction:

(1) Pre-pay: the compensation will be made by extending the use period of the failed database, extended time = duration of malfunction  $\times$  100.

(2) Post-pay: the compensation will be made in the form of voucher, the amount of voucher = daily fee of the failed database / 24 / 60  $\times$  duration of malfunction  $\times$  100.

# TencentDB Service Level Agreements(Old Version )

Last updated : 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, " <b>Persistence</b> " means a maximum of four storage volume will experience data loss each month if Organisation has requested 1,000,000 data storage instances during that complete calendar month.							
Service Credit	<table border="1"> <thead> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>99.0% to &lt; 99.9996%</td> <td>10%</td> </tr> <tr> <td>95.0% to &lt; 99.0%</td> <td>25%</td> </tr> </tbody> </table>		Persistence	Service Credit	99.0% to < 99.9996%	10%	95.0% to < 99.0%	25%
Persistence	Service Credit							
99.0% to < 99.9996%	10%							
95.0% to < 99.0%	25%							

	Persistence	Service Credit
	< 95.0%	50%

### 2.3 Service Availability Service Level

Service Level	At least 99.95% Service Availability for Cloud Databases.									
Requirements/conditions for this Service Level	<p>For the purposes of this Service Level, <b>"Service Availability"</b> 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 border="1"> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> <tr> <td>99.0% to &lt; 99.95%</td> <td>10%</td> </tr> <tr> <td>95.0% to &lt; 99.0%</td> <td>25%</td> </tr> <tr> <td>&lt; 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><b>"Service Availability Request"</b> means where the actual resource is being expanded by:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• 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</li> </ul>



	<ul style="list-style-type: none"> <li>• 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.</li> </ul> <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 "<b>working hour</b>" means a working hour between 9am to 6pm, Monday to Friday, China Standard Time (CST), excluding any national holidays in China. Any time outside such working hours will not be used to calculate this Service Level.</p>		
<p>Service Credit</p>	<p>The below Service Credit will be payable against the specific database resource being expanded, where all Tencent application expansion processes related to that action fail to complete (in accordance with the corresponding Service Level) in any complete calendar month.</p> <table border="1" data-bbox="517 1223 1487 1458"> <tr> <td data-bbox="517 1223 1487 1301"> <p>Service Credit</p> </td> </tr> <tr> <td data-bbox="517 1301 1487 1458"> <p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p> </td> </tr> </table>	<p>Service Credit</p>	<p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p>
<p>Service Credit</p>			
<p>10% of the Charges payable (during the relevant calendar month in which the Service Level was calculated) for the specific database resource being expanded.</p>			

# Redis Service Level Agreement

Last updated : 2019-09-17 15:52:39

In order to use the Tencent Cloud Elastic Cache service (the "Service"), you should read and observe this Elastic Cache Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

### 1.1 Tencent Cloud Elastic Cache Service

means the database service provided by Tencent Cloud used to satisfy your business needs in caching or other scenarios, which is compatible with the Redis protocols. For details, please refer to the Service you purchased, and the contents of the Service provided by Tencent Cloud.

### 1.2 Service Month(s)

means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

### 1.3 Service Unavailability

If all the attempted connections with a specific elastic cache instance fail, and such status lasts for more than one (1) minute, it will be deemed that this specific elastic cache instance is unavailable within such one (1) minute.

### 1.4 Single Instance Service Downtime Calculated in Minutes

**Single Instance Service Downtime Calculated in Minutes = the time when the Service Unavailability of an instance is fixed - the time when the Service Unavailability of the instance starts.** Such downtime will be

calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a single instance is one (1) minute and one (1) second, the Single Instance Service Downtime Calculated in Minutes would be two (2) minutes. However, when the Service Unavailability of an instance is fixed within one (1) minute, which means that the actual downtime of the instance is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

### 1.5 Single Instance Service Downtime within a Service Month

means the sum of the Single Instance Service Downtime Calculated in Minutes within a Service Month.

### 1.6 Total Service Time within a Service Month

equals to the total number of days of the Service Month × 24 (hours) × 60 (minutes).

### 1.7 Monthly Service Fee

means the aggregate service fees paid by you for a single instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted.

## 2. Service Availability

### 2.1 Calculation of Service Availability

Service Availability is calculated on a single instance basis as follows:

**Service Availability = (1 - Single Instance Service Downtime within a Service Month / Total Service Time within a Service Month of the single instance) × 100%**

### 2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's

official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, **and the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.95% > Av ≥ 99%	10% of the Monthly Service Fee
99% > Av ≥ 95%	30% of the Monthly Service Fee
95% > Av	100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

(1) the ID of the instance for such Service Unavailability.

(2) the duration of the Service Unavailability and evidence thereof (it's advisable to provide a screenshot of the cloud monitoring traffic metrics).

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test.
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.3 any Service Unavailability attributable to any person other than Tencent Cloud, such as hacker attack or negligence of your third-party suppliers.
- 4.4 any slow or no responding of any elastic cache instance under ultra-high performance pressure.
- 4.5 any Service Unavailability due to your use of the Service in a manner exceeding the designed specifications of the product (such as the maximum number of network connections and memory capacity).
- 4.6 any system inaccessibility due to the block of the Service resulting from unpaid overdue payment.
- 4.7 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.
- 4.8 any negligence of or operation authorized by you.
- 4.9 any Service Unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.
- 4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.
- 4.11 any event of force majeure.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of

Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# MongoDB Service Level Agreement

Last updated : 2019-06-19 16:57:34

## 1. Service Content

TencentDB for MongoDB is a professional high-performance distributed data storage service developed based on MongoDB, the world's most promising open source NoSQL database. It is 100% compatible with MongoDB protocol, and well suited for non-relational database use cases.

Additionally, TencentDB for MongoDB offers high-performance, reliable and user-friendly MongoDB cluster services. Each instance is either a replica set of at least one (1) master and two (2) slaves or a sharding cluster of multiple replica sets, ensuring high availability of user data.

## 2. Data Durability

Tencent Cloud guarantees that the monthly durability of data storage with respect to the instances applied for by a user within the service period (i.e., the service period of MongoDB purchased by the user) is 99.9996%. That is, for each 1,000,000 instances applied for by a user each month, only 4 instances are exposed to data loss.

## 3. Data Deletion

If a user voluntarily deletes the data or when the data needs to be deleted upon expiration of the service period for a user, Tencent Cloud will perform low level formatting of disks to completely and irrecoverably delete all data of the user prior to disposal or resale of the devices, and the disks will be demagnetized when they are discarded.

## 4. Right to Know

- A. The location of data center where data is stored (users may query this by submitting a ticket).
- B. The number of data backups and the location of data center where the backup data is stored (users may query this by submitting a ticket).
- C. Tencent Cloud can help users choose a data center with proper network conditions for data storage. Cold backup is dynamically allocated according to the utilization of resources. Users, by default, do not need to choose the data center and cold backup center. Users may submit a ticket if they wish to choose a data center and/or a cold backup center.
- D. The local laws and relevant laws of the People's Republic of China that a data center shall comply with (users may query this by submitting a ticket).
- E. No data of a user will be provided to any third party unless required by a government regulatory authority for supervision, administration or audit purposes. The user behavior log will be used for data analysis of the database operation, but no personal data would be presented externally.

## 5. Data Confidentiality

Tencent Cloud achieves network isolation by configuring firewalls and adopting white-list filtering mechanism, and ensures the invisibility of data of different users in the same resource pool via authorization control of user names and passwords of MongoDB instances.

## 6. Data Audit

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

## 7. Service Availability

A. TencentDB for MongoDB guarantees a service availability of 99.95%, that is, for each month, the service is available for 43,178.4 minutes (i.e.,  $30 \text{ (days)} \times 24 \text{ (hours)} \times 60 \text{ (minutes)} \times 99.95\%$ ) and there may be 21.6 minutes (i.e., 43,200 -- 43,178.4) downtime, which is calculated on a single database instance basis.

B. Service downtime does not include any time period when the service is unavailable due to regular system maintenance, force majeure event, or any reason attributable to a user or a third party.

## 8. Recovery Capacity

Tencent Cloud's professional teams provide maintenance assistance 24/7.



# Networking

## Cloud Networking

### Cross-region Interconnection Service Terms

Last updated : 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

Last updated : 2019-10-10 17:59:54

In order to use the Tencent Cloud Load Balancer ("CLB") service (the "Service"), you should read and observe this Cloud Load Balancer Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**1.1 Cloud Load Balancer (CLB):** means a traffic distribution service provided by Tencent Cloud to expand the system's service capacity and to eliminate single node malfunction by load balancer. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

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

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

**1.4 Instance Unavailability:** If all the attempted connection with a CLB instance with incoming and outgoing permission rules fails, and such status lasts for more than one (1) minute, it will be deemed that the CLB instance is unavailable within such one (1) minute.

**1.5 Single Instance Service Downtime Calculated in Minutes:** Single Instance Service Downtime Calculated in Minutes = the time when the Instance Unavailability is fixed -- the time when the Instance Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or a portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a Single Instance is one (1) minute and one (1) second, the Single Instance Service Downtime Calculated in Minutes would be two (2) minutes. However,

when the Instance Unavailability is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

**1.6 Single Instance Service Downtime within a Service Month:** means the sum of the Single Instance Service Downtime Calculated in Minutes within a Service Month.

**1.7 Service Month(s):** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

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

## 2. Service Availability

### 2.1 Calculation of Service Availability

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

### 2.2 Service Availability

**The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

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

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.95% > Av ≥ 99%	10% of the Monthly Service Fee
99% > Av ≥ 95%	25% of the Monthly Service Fee
95% > Av	100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by**

**Tencent Cloud, and Tencent Cloud will not be held liable to you:**

1. any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
2. any hacker attack on a user's application;
3. any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of a user;
4. any negligence of or operation authorized by a user;
5. any failure by a user to configure a back-end server, or any anomaly of a back-end server;
6. any failure of a user to abide by user guide or suggestions for using Tencent Cloud products;
7. any event of force majeure including without limitation natural disasters such as earthquake, flood and plague, social events such as war, riot and government action, technology incidents such as disconnection of telecommunication trunk circuits, hacker attack, network congestion, technological adjustment by telecommunication authorities, and government regulation and control;
8. any suspension or termination of servers resulting from any violation by a user of the [Tencent Cloud Service Agreement](#), including without limitation the suspension of service or release of a CLB instance due to a user's delay in payment;
9. any temporary downtime of the Service due to normal maintenance or upgrade of CLB by Tencent Cloud as described in the [Tencent Cloud Service Agreement](https://www.tencentcloud.com/document/product/301/9248);
0. any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;
1. any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant

terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)



# NAT Gateway Service Level Agreement

Last updated : 2019-07-11 12:09:51

In order to use the Tencent Cloud NAT Gateway service (the "Service"), you should read and observe this NAT Gateway Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**1.1 Tencent Cloud NAT Gateway Service:** is a network cloud service that supports IP address translation and enables high-performance Internet access for resources in Tencent Cloud. For details, please refer to the Service purchase by you and the contents of the Service provided by Tencent Cloud.

**1.2 Total Time within a Service Month Calculated in Minutes:** equals to the total number of days of the Service Month for NAT instances  $\times 24$  (hours)  $\times 60$  (minutes).

**1.3 Service Unavailability:** When all incoming and outgoing data packets of NAT Gateway instances within one minute have been discarded by the NAT Gateway (subject to the monitoring data of Tencent Cloud), it shall be deemed that the Service is unavailable for such NAT instance within such one minute.

**1.4. Service Downtime Calculated in Minutes:** With respect to a NAT Gateway instance, Service Downtime Calculated in Minutes = the time when the Service Unavailability is fixed -- the time when the Service Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the actual downtime of a NAT Gateway instance is one (1) minute and one (1) second, the Service Downtime Calculated in Minutes of such instance would be two (2) minutes. However, when the Service Unavailability is fixed within one (1) minute, which means that the actual downtime of the Service is less than one (1) minute, such downtime will not be counted in the Service downtime defined herein.

1.5 **Service Month(s)**: means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.6 **Monthly Service Fee**: means the aggregate service fees paid by you for a single NAT Gateway instance within one (1) calendar month, excluding the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted.

## 2. Service Availability

### 2.1 Calculation of Service Availability

Service Availability is calculated for each Service Month with respect to each instance as follows:

Service Availability = (Total Time within a Service Month Calculated in Minutes – Service Downtime Calculated in Minutes) / Total Time within a Service Month Calculated in Minutes \* 100%

### 2.2 Standard of Service Availability

*\*The Service Availability of the Service will be no less than 99.99%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below. \**

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) **Compensations will be made in the form of couponvoucher by Tencent Cloud**, and you should follow the rules for using the couponvoucher (including the valid term; for details, please refer to the rules of couponvouchers published on Tencent Cloud's official website). You cannot redeem such couponvoucher for cash or request to issue an invoice for such couponvoucher. Such couponvoucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the couponvoucher to purchase other services of Tencent Cloud, nor should you give the couponvoucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly

Service Fee paid by you for such month (the Monthly Service Fee referred to herein shall exclude the portion deducted by a couponvoucher or promotional couponvoucher, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation CouponVoucher
99.99% > Av ≥ 99.95%	10% of the Monthly Service Fee
99.95% > Av ≥ 99.50%	25% of the Monthly Service Fee
99.50% > Av	100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. **If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility, such as any malfunction on the part of any operator;
- 4.3 any hacker attack on your application or data;
- 4.4 any improper policy configuration including that of a route or firewall;

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

4.6 any of your applications or the installation;

4.7 any negligence on your part or any operation authorized by you;

4.8 any event of force majeure or accident;

4.9 any Service Unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of service, rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

**5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.**

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# Hybrid Cloud Networking

## CCN Service Level Agreement

Last updated : 2020-04-14 11:56:45

### Tencent Cloud Cloud Connect Network Service Level Agreement

In order to use the Tencent Cloud Cloud Connect Network (“CCN”) service (the “Service”), you should read and observe this Tencent Cloud Cloud Connect Network Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

#### 1. Terms and Definitions

##### 1.1 Cloud Connect Network (CCN)

Cloud Connect Network refer to multi-point interconnection services provided by Tencent Cloud connecting cloud VPC, VPC and local data centers. You may access the entire network resources through a single point connect by adding VPC and direct gateway instance to CCN, thus easily establishing a simple, intelligent, secure and flexible hybrid cloud and worldwide Internet. For details, please refer to the Service you purchase and the Service provided by Tencent Cloud.

##### 1.2 Service Unavailability

When all your attempts to establish communication connecting two territories through designated cloud connect network within one (1) minute fail (i.e., the packet loss rate between such two territories of the CCN instance within one (1) minute is 100%, which is subject to the monitoring data of Tencent Cloud) due to any reason attributable to Tencent Cloud, it should be deemed that the CCN instance between these two territories within such one (1) minute is unavailable.

### 1.3 Service Downtime

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

### 1.4 Service Month(s)

Service Month(s) refer to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16).

### 1.5 Monthly Service Fee

The total service fees paid by you within one (1) Service Month for the Service between two territories.

## 2. Service Availability

### 2.1 Calculation of Service Availability

The Service Availability is calculated on an instance basis between designated territories as follows: Service Availability =  $(\text{total time calculated in minutes within a Service period} - \text{Service Downtime calculated in minutes} / \text{total time of a Service period calculated in minutes}) \times 100\%$

### 2.2 Standard of Service Availability

The Service has **three categories of Service levels, namely, Platinum, Gold and Silver**, and the standard of Service Availability for each tier is set forth in the chart below. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

Service Level (QOS)	Service Availability
Platinum	99.99%
Gold	99.95%
Silver	99.50%

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible).

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail**.

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

4.1 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test.

4.2 any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility.

4.3 any hacker attack targeting the application or data information of a client.

4.4 any improper route configuration of a client.

4.5 any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client.

4.6 any upgrade of the operation system by a client on its own.

4.7 any application of a client or the installation.

4.8 any negligence of a client or any operation authorized by a client.

4.9 any force majeure event or accident.

4.10 any Service Unavailability or failure of the Service to meet the availability standards due to any reason not attributable to Tencent Cloud.

4.11 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate amount of compensation payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)



# Peer Connection SLA

Last updated : 2019-05-10 15:30:54

## 1. Tencent Cloud Peering Connection Service

Tencent Cloud Peering Connection is a cloud-resource interconnection service featuring large bandwidth and high quality, allowing you to connect resource communication links on Tencent Cloud, details of which shall be subject to the introduction on the official website of Tencent Cloud.

## 2. Guaranteed Indicators of Service

Tencent Cloud sets up the service level indicators for the service purchased by you, and has the right to adjust certain indicators in response to the change of situations in due course.

### 2.1 Service Availability

Service Availability of Peering Connection is calculated based on each Service Period from the perspective of a single instance as follows:

Service Availability = ((Total Time of a Service Period Calculated in Minutes – Service Downtime Calculated in Minutes) / Total Time of a Service Period Calculated in Minutes) \* 100%

Peering Connection availability at the level of Platinum, Gold and Silver is set forth in the chart below. You are entitled to the compensation set forth in Section 3 hereunder if the guaranteed availability is not met.

QOS	Service Availability
Platinum	99.95% (0.36 h)
Gold	99.50% (3.6 h)
Silver	99.00% (7.2 h)

#### Relevant Explanations:

- Service Period: One calendar month will be counted as one service period.
- Total Time of a Service Period Calculated in Minutes: the number of days of the Service Period × 24 (hours) × 60 (minutes).

- **Service Downtime Calculated in Minutes:** When all the continuous attempted communication made by a client within one minute via designated Peering Connection fail, the Peering Connection instance service during such one minute shall be deemed unavailable. The sum of the unavailable minutes of the Peering Connection instance during a Service Period shall be the service downtime calculated in minutes for such Service Period. The guaranteed Service Availability indicator requires Peering Connection packet loss rate data, of which the original data shall be subject to Network Detection & Tencent Cloud backend monitoring data. Please enable the Network Detection service.
- **Monthly Service Fee:** the total service fee paid by a client in one calendar month for a single Peering Connection instance.
- The service downtime due to any of the following reasons is not eligible for compensation:
  - any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
  - any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
  - any hacker attack targeting the application or data information of a client;
  - any improper route configuration of a client;
  - any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
  - any upgrade of the operation system by a client on its own;
  - any application of a client or the installation;
  - any negligence of a client or any operation authorized by a client;
  - any force majeure event or accident;
  - any other reason not attributable to Tencent Cloud.

## 2.2 Privacy of Service

Clients may control and segregate external access by configuring access authentication settings in accordance with actual needs to ensure data privacy.

## 2.3 Review of Service

In accordance with the current laws and regulations, and provided that procedure and formality requirements are fully satisfied, Tencent Cloud may provide certain information (including operation log of key components, operation records of operation and maintenance personnel, operation records of the client, etc.) of the Peering Connection service, due to the need to cooperate with the supervision by the governmental supervisory authority or security evidence collection and investigation or otherwise.

# 3. Service Compensation

## 3.1 Scope of Compensation

Compensation is applicable when the guaranteed Service Availability of Peering Connection for a client is not met by the end of a month due to malfunction of Tencent Cloud.

## 3.2 Standards and Principles of Compensation

The compensation amount shall be calculated according to the standards set forth in the chart below based on monthly Service Availability of a single Peering Connection instance. The compensation will be made in the form of coupon only, and the total amount of the compensation shall not exceed the Monthly Service Fee (excluding the portion deductible by the coupon) paid by the client for such Peering Connection instance for such month of which the guaranteed Service Availability is not met.

QOS	Service Availability	Compensation Ratio
Platinum	99.95% > Av ≥ 99.00%	10%
	99.00% > Av ≥ 98.00%	25%
	98.00% > Av	100%
Gold	99.50% > Av ≥ 99.00%	10%
	99.00% > Av ≥ 95.00%	25%
	95.00% > Av	100%
Silver	99.00% > Av ≥ 98.00%	10%
	98.00% > Av ≥ 95.00%	25%
	95.00% > Av	100%

## 3.3 Application for Compensation

- If a client believes that Tencent Cloud fails to meet certain guaranteed service indicator set forth under the service level agreement (SLA), the client shall notify the customer manager in writing / by e-mail within twenty (20) business days following the occurrence of such failure.
- Upon verification and confirmation by Tencent Cloud of such failure to meet the indicator under the SLA, Tencent Cloud shall make corresponding compensation to the client according to the terms of the SLA.
- The coupon of an amount equivalent to the confirmed deductible fee will be accounted to the client during the following billing circle.

## 4. Miscellaneous

Tencent Cloud shall have the right to amend any provision of this SLA in response to the change of situations in due course, and such amendment will be concurrently published on the official website.

# VPN Connection Service Level Agreement

Last updated : 2019-07-11 12:11:10

In order to use the Tencent Cloud VPN Connection service (the "Service"), you should read and observe this VPN Connection Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability, compensation plan and release of liabilities. Unless otherwise stipulated, this Agreement does not apply to instances and functions of closed beta testing of VPN gateway. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

- 1. Tencent Cloud VPN Connection:** means a network-based tunneling technology provided by Tencent Cloud to you that enables data transfer between customer's local internet data centers and Tencent Cloud resources. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.
- 2. Single VPN Gateway Instance:** means one (1) VPN gateway instance. The Service Availability will be calculated on a Single VPN Gateway Instance basis.
- 3. Service Month(s) of a Single VPN Gateway Instance:** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.
- 4. Total Time of a Single VPN Gateway Instance within a Service Month:** the total number of days of the Service Month × 24 (hours) × 60 (minutes).

5. **Single VPN Gateway Instance Service Downtime Calculated in Minutes:** If (and only if) all your continuous attempts to connect a specific Single VPN Gateway Instance fail within one (1) minute, it shall be deemed that the Service with respect to such instance is unavailable within such one (1) minute. If the continuous attempts that have failed last less than one (1) minute, such period will not be counted into the Service downtime. The accumulated Service downtime so calculated in minutes of a Single VPN Gateway Instance within a Service Month is the Single VPN Gateway Instance Service Downtime for such Service Month.
6. **Monthly Service Fee:** means the aggregate service fees paid by you for a Single VPN Gateway Instance within one (1) Service Month, excluding the portion paid yet to be consumed, and the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted.

## 2. Service Availability

### 2.1 Calculation of Service Availability

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

### 2.2 Service Availability Standard

The Service Availability of the Service will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

Assuming that a Service Month has thirty (30) days, the total available time of a Single VPN Gateway Instance in such month would be 30 (days) × 24 (hours) × 60 (minutes) × 99.95% = 43,178.4 minutes; that is, the Service downtime of the instance in such month will be 43,200 – 43,178.4 = 21.6 minutes.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for

free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.95% > Av ≥ 99%	10% of the Monthly Service Fee
99% > Av ≥ 95%	25% of the Monthly Service Fee
95% > Av	100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
- 4.3 any disconnection with the VPN tunnel due to any of your configuration errors;

- 4.4 any issue arising out of your back-end server anomaly;
- 4.5 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.6 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.7 any failure of you to abide by user guide or suggestions for using Tencent Cloud products;
- 4.8 any delayed or discarded packet resulting from using Service capacity exceeding the capacity limit indicated for the current paid version of the Service;
- 4.9 any Service unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;
- 4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of service, rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

- 5.1 **The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**
- 5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
- 5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)



# CDN and Communication

## CDN and Acceleration

### GAAP Service Level Agreement

Last updated : 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 <sup>①</sup>	North America <sup>②</sup> , Germany, and Russia	Others <sup>③</sup>
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 <sup>①</sup>	99.95%	99.95%	99.95%	99.95%	/
North America <sup>②</sup> , Germany, Russia	99.95%	99.95%	99.95%	99.95%	/
Others <sup>③</sup>	/	/	/	/	/

① India: Mumbai.

② North America: Canada, Silicon Valley (US West), Virginia (US East).

③ Others: Taiwan (China), Sydney (Australia), London (UK), San Paulo (Brazil), Dallas (Central United States), Jakarta (Indonesia), and Chennai (Eastern India).

## 3. Service Compensation

If the Service Availability fails to meet the abovementioned standard for this Service, you will be entitled to compensations in accordance with the following terms:

### 3.1. Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month (the Monthly Service Fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month	Value of Compensation Voucher
≥ 99% and < 99.95%	10% of the Monthly Service Fee
≥ 95% and < 99%	25% of the Monthly Service Fee
< 95%	100% of the Monthly Service Fee

### 3.2. Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 any failure due to source server's failure of the client;
- 4.2 any error due to a ban on or block of a domain name due to any non-compliant content of a client or otherwise;
- 4.3 any loss or leak of any data, pin or password due to improper maintenance or improper confidentiality measures of a client;
- 4.4 any upgrade of the operation system by a client on its own;
- 4.5 any hacker attack targeting the source server of a client;
- 4.6 any system maintenance with prior notice by Tencent Cloud to a client, including system cutover, maintenance, upgrade and failure simulation test;
- 4.7 any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.8. any force majeure event or accident;
- 4.9. any other reason not attributable to Tencent Cloud;
- 4.10 any of your failure to abide by documentation or suggestions for using Tencent Cloud products;
- 4.11 any failure due to unpaid overdue payment of Tencent Cloud account;
- 4.12 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

- 5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service fees you have paid for the relevant Service which is not performed.
- 5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# CDN Service Level Agreement(New Version)

Last updated : 2019-12-31 17:20:55

In order to use the Tencent Cloud Content Delivery Network ("CDN") service (the "Service"), you should read and observe this Content Delivery Network Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**Content Delivery Network (CDN):** means the network architecture provided by Tencent Cloud that delivers contents on clients' websites to a huge number of cache nodes worldwide, which enables end users to get access to contents from the closest node, thus improving user experience.

**Service Month(s):** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, the first Service Month will be from March 17 to March 31, and each calendar month thereafter (e.g., from April 1 to April 30) will be a Service Month. The availability of the Service will be calculated independently for each Service Month. **Regional Monthly Service Fee for a Single Accelerated Domain:** will be calculated for each Service Month by allocating the regional monthly service fee pro rata to the actual consumption of the single accelerated domain, which actual consumption shall be calculated based on the regions activated by you.

**Aggregate Monthly Service Fee for a Single Accelerated Domain:** means the sum of the monthly service fee of such accelerated domain in all Service regions within a Service Month.

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

**Error Rate within Unit Time:** means the percentage of the number of failed requests returned within one Unit Time in relation to a single accelerated domain due to any reason attributable to Tencent Cloud out of the total number of

requests within such Unit Time, in which failed requests refer to requests with return status code 5xx or connection timeout. Error Rate within Unit Time = the number of failed requests within one Unit Time / the total number of requests within such Unit Time. The Error Rate within Unit Time will be calculated independently based on the number of accelerated domains metrics involved in the Service purchased by you.

**Service Downtime within a Service Month Calculated in Minutes:** When the Error Rate within Unit Time of a single accelerated domain is over 0.05%, it will be deemed that anomaly occurs within such Unit Time; when such anomaly occurs twice in a row, such two Unit Time (i.e. ten minutes) will be counted into Service downtime. Unless such anomaly occurs at least twice in a row, no single Unit Time with anomaly occurring will be counted into Service downtime. Service Downtime within a Service Month Calculated in Minutes will be the sum of such Unit Time counted into Service downtime within the Service Month.

**Total Time of a Service Month Calculated in Minutes:** the number of days of such Service Month × 24 (hour) × 60 (minute).

## 2. Service Availability / Service Uptime Metrics

### 2.1 Calculation of Service Availability / Service Metrics

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

The Service Availability will be calculated independently for each accelerated domain involved in the Service you use.

### 2.2 Standard of Service Availability / Service Metrics

**The Service Availability for each accelerated domain involved in the Service will be no less than 99.9%.**

You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher

to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) CDN provides services to multiple domains simultaneously, and compensations will be made only to the domains of which the global Service Availability fails to meet the standard within a Service Month. The amount of compensation will be calculated for each such month independently, and **the aggregate amount shall be no more than the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard** (such monthly service fee shall exclude the portion deducted by a voucher or promotional credit or due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.9% > Av ≥ 99.0%	10% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard
99.0% > Av ≥ 95.0%	25% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard
95.0% > Av	50% of the aggregate monthly service fee for domains of which the Service Availability fails to meet the standard

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5<sup>th</sup>) 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

Last updated : 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

Last updated : 2021-12-24 14:42:34

To use the Tencent Real-Time Communication ("TRTC") service (the "Service"), you should read and observe this Tencent Real-Time Communication Service Level Agreement (this "Agreement", or this "SLA") and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, indicators of the Service availability, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**1.1 Real-Time Communication (TRTC) Service:** the comprehensive real-time audio and video solutions, including without limitation audio communication, video communication, video retouching, relayed live streaming, video recording, and mixing and transcoding, which provide a complete set of functions such as WebRTC support, terminal SDK integration and back-end interface. For details, please refer to the Service purchased by you and the content of the Service provided by Tencent Cloud.

**1.2 Service Month:** the respective calendar month(s) within the service period for the Service you purchased. For example, if you purchase the Service for a three-month period and the Service is activated on March 17, there are four Service Months (i.e., the first Service Month is from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

**1.3 Monthly Service Fee:** the aggregate service fees for the Service actually you consumed within one Service Month. If you make a one-time purchase of multiple pre-paid service packages, the Monthly Service Fee will be

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

**1.4 Communication Success Rate:** Your request for entering a room is deemed as a request for initiating communication, and once you make such a request, it will be counted as one request. Once you enter a room, it will be deemed that the communication is successful.

**Communication Success Rate = (number of successful communications / total number of communication requests) × 100%**

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

Note :

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

**1.6 Total Time within a Service Month Calculated in Minutes:** the total number of days within such Service Month × 24 (hours) × 60 (minutes).

## 2. Service Availability

### 2.1 Calculation of Service Availability

**Service Availability = (1 -- Service Downtime within a Service Period Calculated in Minutes / Total Time within a Service Period Calculated in Minutes) × 100%**

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

### 2.2 Service Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard,

other than in any circumstance as provided for in the release of liabilities provisions below.

### 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

#### 3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability of a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability	Value of Voucher
≥ 99.5% and < 99.9%	10% of the Monthly Service Fee
≥99% and < 99.5%	20% of the Monthly Service Fee
< 99%	50% of the Monthly Service Fee

#### 3.2 Time Limit for Compensation Application

(1) If the Service Availability of a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5<sup>th</sup>) 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

Last updated : 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 (5<sup>th</sup>) 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

Last updated : 2021-12-24 14:42:50

In order to use the Tencent Cloud Video on Demand (“VOD”) service (the “Service”), you should read and observe this Video on Demand Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**1.1 Tencent Cloud Video on Demand (VOD) Service:** means the one-stop VPaaS service provided by Tencent Cloud to you, which integrates audio and video storage management, audio and video transcoding and audio and video speed-up playing, with the billing mode of pay per storage, transcoding or traffic usage. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

**1.2 Error Rate:** Error Rate = (the number of “5xx” errors within unit time + the number of requests made by a user in a regular way that fail to reach the VOD server due to Service malfunction within unit time) / the number of all requests made by a user within unit time.

Note :

5xx: HTTP status code indicating server errors.

**1.3 Service Unavailability:** If the Error Rate of the Service is higher than 0.05% (exclusive) within one unit time (each five (5) minutes as one calculation time unit), it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for ten (10) minutes or more, such time shall be counted into the Service Downtime, while any such situation that lasts less than ten (10) minutes will not be counted into the Service Downtime.

**1.4 Service Downtime:** means the aggregate time of Service Unavailability calculated in minutes within a Service Month.

**1.5 Service Month(s):** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

**1.6 Significant Impromptu Increase of Business Scale:** The Service is not subject to any storage, transcoding or traffic limitations, and is scalable on a dynamic basis to meet your actual business needs; *provided, however*, that you should notify Tencent Cloud at least 3 business days in advance in writing in case of any significant impromptu increase of business scale, otherwise the availability of the Service may be affected. Tencent Cloud does not make any guarantee to the availability of the Service in case of any significant impromptu increase of business scale that you fail to so notify Tencent Cloud, nor will Tencent Cloud be liable for any impact on the availability of the Service thereof.

#### **Significant Impromptu Increase of Business Scale**

- bandwidth: peak requests expected to increase by more than 50Gbps, or peak requests increased by more than 10Gbps with significant concentration in terms of territory and operator.
- storage: the volume of storage expected to increase by more than 100TB.
- transcoding: the output of transcoding expected to increase by more than 100,000 minutes/day.

## **2. Service Availability/ Service Uptime Metrics**

### **2.1 Calculation of Service Availability**

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

### **2.2 Standard of Service Availability/ Service Metrics**

**The Service Availability of the Service provided by Tencent Cloud will be no less than 99.70%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## **3. Service Compensation**

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service (Tencent Cloud VOD service) by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly service fee referred to herein shall exclude the portion deducted by a voucher or promotional voucher, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.7% > Av ≥ 99%	10% of the monthly service fee for the applicable month
99% > Av ≥ 95%	25% of the monthly service fee for the applicable month
95% > Av	50% of the monthly service fee for the applicable month

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the third (3rd) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standard specified herein, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) APP ID of the account;
- (2) The duration of Service Downtime and other supporting materials.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test.
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.
- 4.3 any attack on any of your application endpoints or data, or any other mal-operation.
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures.
- 4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device.
- 4.6 any failure of you to abide by user guide or suggestions for using Tencent Cloud products.
- 4.7 any malfunction due to block of a domain name caused by your illegal or prohibited content or otherwise.
- 4.8 any decline in the availability of the Service due to your impromptu increase of traffic without prior written notice to Tencent Cloud.
- 4.9 any Service Unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud.
- 4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.
- 4.11 Tencent Cloud only provides VOD Services. Tencent Cloud shall not be liable if the videos provided by you violate any laws and regulations, government policies, or infringe on the rights of any third party.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course, and will announce such amendment via a notice on its website, an email notice or a text message notice. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended, and no additional consent is required from you therefor.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.

5.4 These Terms are executed in Nanshan District, Shenzhen, Guangdong Province of the People's Republic of China ("**China**"). The formation, effectiveness, performance, interpretation and dispute resolution of these Terms are governed by laws of the mainland China (excluding conflicts of law rules). For the purpose of this Agreement, the laws of China's Hong Kong, Macau, and Taiwan are not applicable.

5.5 Both parties shall first negotiate to resolve any dispute arising from these Terms or the Service. If the parties fail to resolve such dispute through negotiation, either party may submit the dispute to the people's court at the place where this Agreement is executed (i.e., Nanshan District, Shenzhen, Guangdong). (End of Document)

# Media Processing MPS Service Level Agreement

Last updated : 2020-01-09 16:23:49

## Media Processing Service Level Agreement

In order to use the Tencent Cloud Media Processing Service (the “MPS” or “Service”), you should read and observe this Media Processing Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**1.1 Tencent Cloud Media Processing Service:** means the audio and video transcoding, content identification and video moderation service provided by Tencent Cloud. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

**1.2 Error Rate** = (the number of “5xx” errors within unit time + the number of requests made by a user in a regular way that fail to reach the MPS server due to Service malfunction within unit time) / the number of all requests made by a user within unit time.

5xx: HTTP status code indicating server errors.

**1.3 Service Unavailability:** If the Error Rate of the Service is higher than 0.5% (exclusive) within one unit time (each five (5) minutes as one calculation time unit), it shall be deemed that the Service is unavailable within such unit time; when such situation lasts for ten (10) minutes or more, such time shall be counted into the Service Downtime, while any such situation that lasts less than ten (10) minutes will not be counted into the Service Downtime. The Service Downtime is calculated based on the Error Rate on the server end.



For example, assuming that the number of total requests for MPS made by user A within five (5) minutes is 10,000, during which period there's no Service malfunction and the number of "5xx" errors returned is 100, then the Error Rate would be calculated as follows:  $(100 + 0)/10000 = 1\%$ , *i.e.*, higher than 0.5%, and such five (5) minutes will be counted towards the Service Downtime.

**1.4 Service Downtime:** means the aggregate time of Service Unavailability calculated in minutes within a Service Month.

**1.5 Service Month(s):** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

**1.6 Significant Impromptu Increase of Business Scale:** The Service is not subject to any transcoding limitation, and is scalable on a dynamic basis to meet your actual business needs; *provided, however*, that you should notify Tencent Cloud at least three (3) business days in advance in writing in case of any significant impromptu increase of business scale, otherwise the availability of the Service may be affected. Tencent Cloud does not make any guarantee to the availability of the Service in case of any significant impromptu increase of business scale that you fail to so notify Tencent Cloud, nor will Tencent Cloud be liable for any impact on the availability of the Service thereof.

**Impromptu Increase Metrics:**

- transcoding: the output of transcoding expected to increase by more than 100,000 minutes/day.
- video moderation: the volume of video moderation expected to increase by more than 40,000 minutes/day.
- content identification: the volume of content identification expected to increase by more than 40,000 minutes/day.

## 2. Service Availability/ Service Uptime Metrics

### 2.1 Calculation of Service Availability

Service Availability =  $(1 - \text{Service Downtime} / \text{total time within a Service Month}) \times 100\%$

### 2.2 Standard of Service Availability/ Service Metrics

**The Service Availability of the Service provided by Tencent Cloud will be no less than 99.70%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

### 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

#### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service (Tencent Cloud Media Processing Service) by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.70% > Av ≥ 99%	10% of the monthly service fee for the applicable month
99% > Av ≥ 95%	25% of the monthly service fee for the applicable month
95% > Av	50% of the monthly service fee for the applicable month

#### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the third (3rd) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability standards specified hereunder, you may submit the compensation application within the period set forth under this SLA. Your compensation application shall be submitted along with at least the following documents:

- (1) the appid of the account for which the Service is unavailable.
- (2) the duration of the Service Unavailability and other relevant evidence thereof.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility;
- 4.3 any attack on any of your application endpoints or data, or any other mal-operation;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6 any failure of you to abide by user guide or suggestions for using Tencent Cloud products;
- 4.7 any malfunction due to block of a domain name caused by your illegal or prohibited content or otherwise;
- 4.8 any decline in the availability of the Service due to your impromptu increase of traffic without prior written notice to Tencent Cloud;
- 4.9 any Service Unavailability or failure of the Service to meet the availability standard due to any reason not attributable to Tencent Cloud;
- 4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately;
- 4.11 Tencent Cloud provides you with the Service only, and shall under no circumstance be liable for any violation of any law, regulation or government policy, or any infringement upon any right or interest of any third party, by any video provided by you.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course, and will announce such amendment via a notice on its website, an email notice or a text message notice. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended, and no additional consent is required from you therefor.

**5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy.**

5.4 This Agreement is executed in Nanshan District, Shenzhen, Guangdong Province, the People's Republic of China ("**China**"). The formation, effectiveness, performance, interpretation and dispute resolution of this Agreement shall be governed by law of the China (for the purpose of this Agreement only, excluding China's Hong Kong, Macau and Taiwan), without regard to the conflict of law.

5.5 In case of any dispute or claim between you and Tencent Cloud in connection with this Agreement, it shall first be resolved through friendly negotiation. If such dispute or claim cannot be settled amicably, you agree to submit such dispute or claim to a people's court with competent jurisdiction in the place where this Agreement is executed (*i.e.*, Nanshan District, Shenzhen, Guangdong Province). (End of Document).

# Cloud Rendering

## CAR Service Level Agreement

Last updated : 2022-09-16 16:01:27

In order to use the Tencent Cloud Cloud Application Rendering Service (the “Service”), you shall read and comply with this Tencent Cloud Cloud Application Rendering Service Level Agreement (this “Agreement”, or this “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Uptime Metrics, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

## 1. Terms and Definitions

### 1.1 Cloud Application Rendering, CAR

Refers to the real-time rendering of your application, software, platform and any related contents deployed on the Cloud Application Rendering concurrency, where “concurrency” means a collection of a series of virtual computing resources, including CPU, bandwidth, disk, GPU, etc. The real-time rendering operation is completed on the server-side of Cloud Application Rendering concurrency, and Tencent Cloud will encode the rendered results into audio and video streams for transmission to the user's device through the network, and the device transmits the user's operation information to the cloud server and the application for real-time interaction.

### 1.2 CAR Concurrent Packet(s)

If you purchase n CAR Concurrent Packets, it means the Service will contain n cloud application rendering concurrency. The Service Availability (as defined below) is calculated by CAR Concurrent Packets.

### 1.3 Total Number of Minutes within Service Month(s)

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

## 1.4 Service Unavailability

When the Service is in a non-maintenance state, but the access to the Service with any IP address in both directions (outgoing/incoming) by UDP protocol fails, and such downtime lasts for more than one minute, the Service is deemed as unavailable (“Service Unavailability”) within such minute.

## 1.5 Service Downtime Calculated in Minutes

Service Downtime Calculated in Minutes = the time the Service Unavailability is fixed – the time the Service Unavailability starts.

The service downtime is calculated in minutes. If the service failure is back to normal within one minute, i.e., if the duration of Service Unavailability of the CAR Concurrent Packet does not exceed one minute, such duration is not counted as Service Downtime Calculated in Minutes. If the duration of Service Unavailability is longer than one minute but less than two minutes, Service Downtime Calculated in Minutes in such duration would be one minute. For example, if the service downtime lasts for one minute and one second, the Service Downtime Calculated in Minutes would be one minute.

## 1.6 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

## 1.7 Monthly Service Fee

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

# 2. Service Availability

## 2.1 Calculation of Service Availability

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

## 2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 99% (“Service Availability Standard”). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Section 3 of this Agreement.

Assuming that a month contains 30 days, the Total Number of Minutes within such Service Month is 43,200 minutes (=30 days × 24 hours × 60 minutes), the available time shall be no less than 42,768 minutes (=30 days × 24 hours × 60 minutes × 99%), which means the Service Downtime Calculated in Minutes shall be less than 432 minutes (=43,200 – 42,768).

## 3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability Standard is not met for any Service Month, the amount of compensation will be calculated for each such Service Month independently, and the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service Availability fails to meet the Service Availability Standard (the Monthly Service Fee referred to herein shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month Value of Compensational Voucher

Less than 99% but is or higher than 97% 5% of the Monthly Service Fee

Less than 97% but is or higher than 95% 10% of the Monthly Service Fee

Less than 95% 20% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may apply for compensation only through the Tencent Cloud ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other

than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Disclaimer of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

4.1 Any attack on your application program by hackers.

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

4.3 Any negligence of you or any operation authorized by you.

4.4 Any network instability of your devices, including but not limited to network jitter, network disconnection, insufficient network signal.

4.5 Any compatibility issues of the applications deployed by you, including but not limited to hardware incompatibility, peripheral incompatibility, operating system incompatibility, GPU incompatibility.

4.6 Any Service Unavailability due to your own operation or maintenance of the applications deployed by you, including but not limited to application updates, maintenance.

4.7 Any Service Unavailability due to your failure to follow the Tencent Cloud product documentation or usage recommendations, including but not limited to the Service Unavailability caused by your refund/destruction operation of the Service in the console and by the usage operation of SDK and API interfaces.

4.8 Any error of the Service due to the applications or software installed by you, or other third-party software or configuration that are not directly operated by Tencent Cloud.

4.9 Any request to stop the service due to your or your applications' violation of laws, regulations, policies and norms, including but not limited to the use of pirated, non-copyrighted, Trojan horse viruses, pornography and other acts.

4.10 Any Service Unavailability due to force majeure including but not limited to natural disasters such as earthquakes, floods, plague epidemics, etc., as well as social events such as war, unrest, government actions, telecommunications backbone line disruptions, hackers, network congestion, technical adjustments in telecommunications departments and government controls.

4.11 Any suspension or termination due to your violation of Tencent Cloud Service Agreement, including the suspension or termination of the Service due to the unpaid or overdue service fees, etc.



4.12 Any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the Tencent Cloud Service Agreement.

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

4.14 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)

# Low-Code Development

## LCIC Service Level Agreement

Last updated : 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

Last updated : 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

Last updated : 2022-09-27 10:27:12

In order to use the Tencent Cloud Captcha Service (the “Service”), you shall read and comply with this Tencent Cloud Captcha Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

## 1. Terms and Definitions

### 1.1 Service Month(s)

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

### 1.2 Total Number of Minutes within a Service Month

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

### 1.3 Failed Request(s)

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

(1) The return status code is 5XX or 4XX due to the Captcha system, that is, the return status code starts with 5 or 4.

(2) The normal request does not reach the Captcha server due to the failure of the Captcha system.

#### 1.4 The Total Number of Requests

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

#### 1.5 Error Rate

Error Rate shall be calculated in minutes. Error Rate = (the number of Failed Requests within one minute / the Total Number of Requests within such minute) × 100%.

#### 1.6 Service Downtime

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

#### 1.7 Service Downtime Calculated in Minutes

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

## 2. Service Availability

#### 2.1 Calculation of Service Availability

Service Availability = ((the total number of minutes within a Service Month - Service Downtime Calculated in Minutes in such Service Month) / the total number of minutes within a Service Month) × 100%

#### 2.2 Service Availability Standard

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

## 3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

#### 3.1 Standards of Compensation

(1) Compensations will be made in the form of compensational service times (i.e., Captcha requests) by Tencent Cloud.

(2) Tencent Cloud will compensate you for 10 times the number of Failed Requests in the Failure Event of the Service Month, i.e., the number of compensational service times = the number of Failed Requests × 10. For example, if the

number of Failed Requests in the Failure Event of a Service Month in which the Service fails to meet the Service Availability Standard is 10, Tencent Cloud will compensate you for 100 Captcha requests (=10 \* 10).

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation within two (2) months following the end of the applicable Service Month in which the Service Availability fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Disclaimer of Liabilities

**If the service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 the Service is unavailable due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;
- 4.2 the Service is unavailable due to the device, software or technology of you or any third party;
- 4.3 the Service is unavailable due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- 4.4 the Service is unavailable due to your violation of any Tencent Cloud product policy or documentation;
- 4.5 the Service is unavailable due to your non-payment, delay in payment or refund;
- 4.6 the Service is unavailable due to your illegal use of Tencent Cloud products;
- 4.7 the Service is unavailable due to the maintenance or upgrade of any network, hardware or service, but Tencent Cloud will notify you in advance of the schedule of such maintenance and upgrade;
- 4.8 the Service is unavailable due to any event of force majeure;
- 4.9 the Service is unavailable due to any reason not attributable to Tencent Cloud;

4.10 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or terms of service, rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

# Application Security

## WAF Service Level Agreement

Last updated : 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**

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**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

Last updated : 2022-12-06 16:27:42

In order to use the Tencent Cloud Cloud Firewall Service(the “Service” or “CFW”), you shall read and comply with this Tencent Cloud Cloud Firewall Service Level Agreement (this “Agreement” or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability/Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

## 1. Terms and Definitions

### 1.1 Cloud Firewall Service, CFW

Cloud Firewall Service refers to the cloud firewall and related technical support services as shown on the official website of Tencent Cloud, subject to the specific services purchased by you and the services provided by Tencent Cloud.

### 1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

## 2. Service Availability

### 2.1 Calculation of Service Availability

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

## 2.2 Additional Definitions

Total Number of Minutes within Service Month(s) refer to the total cumulative minutes of the Service you purchase in a Service Month.

Service Downtime Calculated in Minutes within Service Month(s) refers to the minutes in which the Service is unavailable in a Service Month. If all attempts to connect to the Service fail in a certain minute, the Service would be deemed as unavailable in such minute.

## 2.3 Service Availability Standard

The Service Availability of the Service **shall be no less than 99.5%** (“**Service Availability Standard**”). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Section 3 of this Agreement.

# 3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

## 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on the official website of Tencent Cloud). Such voucher cannot be converted into cash, and no invoice will be issued in respect thereof. The voucher may only be used to purchase the Service via your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in a Service Month, the amount of compensation shall be calculated for such Service Month in which the Service fails to meet the Service Availability Standard separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for the Service in such Service Month** (the Monthly Service Fee in this paragraph shall exclude the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.5% but is or higher than 99%	10% of the Monthly Service Fee
Less than 99% but is or higher than 95%	25% of the Monthly Service Fee

Service Availability in a Service Month	Value of Compensational Voucher
Less than 95%	100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) A detailed report describing the scanning process.
- (2) The specified date, time, duration and other details on the service unavailability, and related screenshots.
- (2) Other information Tencent Cloud reasonably requires you to provide.

## 4. Disclaimer of Liabilities

**If the service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

4.1 The Service is unavailable or fails to meet the Service Availability Standard due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal.

4.2 The Service is unavailable or fails to meet the Service Availability Standard due to the device, software or technology of you or any third party (not directly controlled by Tencent Cloud).



4.3 The Service is unavailable or fails to meet the Service Availability Standard due to your failure to use the products in accordance with the specification required by Tencent Cloud.

4.4 The Service is unavailable or fails to meet the Service Availability Standard due to your violation of any Tencent Cloud product policy or documentation.

4.5 The Service is unavailable or fails to meet the Service Availability Standard due to your non-payment or delay in payment.

4.6 The Service is unavailable or fails to meet the Service Availability Standard due to serious failure of network operator.

4.7 The Service is unavailable or fails to meet the Service Availability Standard due to your failure to use Tencent Cloud products in accordance with applicable regulations or your illegal use of Tencent Cloud products.

4.8 The Service is unavailable or fails to meet the Service Availability Standard due to any event of force majeure.

4.9 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.

4.10 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.

4.11 The Service shall be used for the normal commerce, scientific research and other businesses in compliance with the applicable laws and regulations, and shall not be used for any illegal businesses, otherwise Tencent has the right to stop providing the Service to you.

4.12 You shall read the guidelines and instructions of the Service carefully, make your own judgement about whether the functions of the Service and related services are suitable for your business, and operate in accordance with the relevant guidelines. You shall be responsible for any losses caused by the strategy failure due to your incorrect operation, so please take the risk and operate carefully.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

# Data Security

## DSC Service Level Agreement

Last updated : 2022-02-25 15:11:16

In order to use the Tencent Cloud Data Security Center Service (the “Service”), you shall read and comply with this Tencent Cloud Data Security Center Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

### 1.1 Tencent Cloud Data Security Center Service

Refers to sensitive data identification, classification and hierarchization, risk detection and other services provided by Tencent Cloud by connecting to your (the “Client”) data assets. The specific content of the services shall be subject to the Service you purchase, and the contents actually provided by Tencent Cloud.

### 1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

### 1.3 Total Number of Minutes within Service Month

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

### 1.4 Service Unavailability

**Service Unavailability** refers to the unavailability of the Service, which includes the following two types:

**(1) Unavailability of management function:** means that you cannot operate the relevant functional configuration items in the interface by the steps described in the operation guide, despite normal login of the service console within the scope of authorization.

**(2) Unavailability of classification and hierarchization function:** means that you cannot perform the operations such as data identification, classification and hierarchization to process the supportable data assets as committed in the operation guide through the Service, even though you make correct configuration in full compliance with the operation guide.

### 1.5 Service Downtime

Service Downtime = the time when the Service Unavailability is fixed – the time when the Service Unavailability starts. Such downtime will be calculated in minutes, and when the downtime, or an unrounded portion thereof, is less than sixty (60) seconds, it will be rounded up to one (1) minute. For example, if the time when the Service Unavailability starts is January 10 at 14:01:01, and the time when the Service Unavailability is fixed is January 10 at 15:01:29, the Service Downtime will be sixty (60) minutes and twenty-eight (28) seconds. Since twenty-eight (28) seconds is less than one (1) minute, it will be rounded up to one (1) minute, so the Service Downtime will be sixty-one (61) minutes.

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

Service Downtime within Service Month(s) Calculated in Minutes refers to the total number of minutes of the Service Downtime within Service Month(s). For example, if the Service Unavailability takes places three times within Service Month(s), and the Service Downtime is 10 minutes, 20 minutes, and 30 minutes respectively, the Service Downtime within Service Month(s) Calculated in Minutes will be sixty (60) minutes.

## 2. Service Availability

### 2.1 Calculation of the Service Availability

Service Availability =  $\{(\text{Total number of minutes within Service Month(s)} - \text{Service Downtime within Service Month(s) Calculated in Minutes}) / \text{Total number of minutes within Service Month(s)}\} \times 100\%$ .

### 2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud should not be less than **99.9%**. If the Service fails to meet the Standard (except under circumstances for disclaimer of liabilities), you may claim compensation in accordance with Article 3 of this Agreement.

## 3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **\*\*in the form of voucher (not cash) \*\***by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month separately, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall be the cash you have actually paid, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.9% but is or higher than 99.0%	10% of the Monthly Service Fee
Less than 99.0% but is or higher than 98.0%	20% of the Monthly Service Fee
Less than 98.0%	50% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, **it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.**

### 3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA, and you should at least provide the following information together with your compensation application:

- (1) a detailed description of the incident;
- (2) the specific date, time, duration and other details related to the Service Unavailability;
- (3) the database and resources node IP, open port, database table name and other information related to the Service;
- (4) other information Tencent Cloud reasonably requires you to provide.

## 4. Disclaimer of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 the Service is unavailable due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;**
- 4.2 the Service is unavailable due to the device, software or technology of you or any third party (not directly controlled by Tencent Cloud);**
- 4.3 the Service is unavailable due to your failure to use the products in accordance with the specification required by Tencent Cloud;**
- 4.4 the Service is unavailable due to your violation of any Tencent Cloud products' terms;**
- 4.5 the Service is unavailable due to your non-payment or delay in payment;**
- 4.6 the Service is unavailable due to a severe malfunction of a network operator;**
- 4.7 the Service is unavailable due to your non-compliant or illegal use of Tencent Cloud products;**
- 4.8 the Service is unavailable due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);**
- 4.9 the Service is unavailable due to any event of force majeure;**
- 4.10 the Service is unavailable due to the number of databases exceeding the service specification of the Data Security Center product you purchase;**
- 4.11 the Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;**
- 4.12 any temporary service interruption arising from routine maintenance and upgrade to the Service by Tencent Cloud as described in the [Tencent Cloud Service Agreement](#);**
- 4.13 any other circumstances in which Tencent Cloud will be exempted or disclaimed from its liabilities**

for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

You understand and agree that the functions of the Service including sensitive data identification, classification and hierarchization and risk detection, only provide you with the relevant mode identifications or detection results (the “Analysis Results”) related to the request you submit, and you should analyze and judge whether the Analysis Results are in compliance with the data you submit. Tencent Cloud does not promise the authenticity, accuracy and applicability of the Analysis Results. The Analysis Results provided by the Service do not constitute any explicit or implicit opinions or promises of Tencent Cloud to any entity, and do not stand for affirmative or negative position of Tencent Cloud. Tencent Cloud shall not be liable for any losses caused by your use or reference to the content or information of the Analysis Results.

## 5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed. If you have used the Service for more than 12 months, the maximum liabilities for compensation of Tencent Cloud shall not exceed the total amount of Service Fees that you have paid to Tencent Cloud for the Service in the 12 months prior to the occurrence of the damage (for the avoidance of doubt, the Service Fees refer to the cash you have actually paid for the Service, excluding vouchers and the fees you have prepaid but not actually consumed).

5.2 You agree and acknowledge that, the data you store or upload to the Service, or use the Service to identify, analyze or process by any other means is the data you collect, obtain or produce legally, and you have the full authorization of the relevant information owners and promise to be entitled to process the data through the Service.

5.3 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.4 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# KMS Service Level Agreement

Last updated : 2021-12-21 15:47:48

In order to use the Tencent Cloud Key Management Service (the "KMS" or the "Service"), you should read and observe this Key Management Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**1.1 Key Management Service (KMS):** means a key service protecting the security of data and keys, by which a higher level of security of your information (including data and keys) will be ensured. For details, please refer to the Service you purchase, and the contents of the Service provided by Tencent Cloud.

**1.2 Failed Request:** means a request with a returned error code "InternalError", excluding those in any circumstance as provided for in the release of liabilities provisions below.

**1.3 Valid Request:** means a request received by KMS server, excluding those in any circumstance as provided for in the release of liabilities provisions below.

**1.4 Error Rate Per Five Minutes:** Error Rate Per Five Minutes = the number of Failed Requests per five minutes / the total number of Valid Requests per five minutes × 100%

**1.5 Service Month(s):** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

**1.6 Monthly Service Fee:** means KMS Service fees under your Tencent Cloud account within a Service Month.



## 2. Service Availability

### 2.1 Calculation of Service Uptime Rate

Service Availability =  $1 - (\text{the sum of the Error Rate Per Five Minutes within a Service Month} / \text{the total number of five-minute measurement units within a Service Month}) \times 100\%$

### 2.2 Standard of Service Metrics

**The Service Availability of the Service will be no less than 99.90%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned guaranteed standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

In respect of this Service, if the Service Availability is less than 99.90%, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by the user for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional credit or any other non-cash portion).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99.90\% > Av \geq 99\%$	10% of the Monthly Service Fee
$99\% > Av \geq 95\%$	25% of the Monthly Service Fee
$95\% > Av$	100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5<sup>th</sup>) 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

Last updated : 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

Last updated : 2022-04-07 10:02:18

### Penetration Test Service Level Agreement

In order to use the Penetration Test Service (the “Service”), you shall read and comply with this Penetration Test Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service Availability, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

### 1. Terms and Definitions

#### 1.1 Penetration Test

Refers to a black-box security test method for binary programs on WEB, applets, mobile APP and PC platform, and their back-end servers and associated resources, which conducts security test on the target applications by the means of platforms, tools and human services to discover potential security risks and vulnerabilities.

#### 1.2 Penetration Test Service

Penetration Test Service provided by the Tencent Cloud refers to the penetration test service provided by the Tencent Cloud. You may choose the corresponding service according to your needs. The specific content of the Service is subject to the service you have purchased and the service provided by Tencent Cloud.

#### 1.3 Validity Period of the Service

Validity Period of the Service refers to the validity period of the Service agreed in the contract (for customers who initiate online orders, the formal contract is signed after the needs of both parties have been confirmed).

#### 1.4 Validity Timeout of the Service

Validity Timeout of the Service means that the Service fails to be completed within the time agreed in the contract.

#### 1.5 Service Response Time



Service Response Time refers to the interval between the time you initiate a specified service request by phone or WeChat, and the time the Penetration Test Service team provides you with the expert service implementation plan and schedule by phone or WeChat.

The formula is: Service Response Time = the time the service team responds – the time the user initiates demand

### 1.6 Service Response Timeout

Service Response Timeout means that the response is not made within the Service Response Time of the specified service.

### 1.7 Service Availability

Service Availability means that the Service Response Time should meet the Service Response Standard during the Validity Period of the Service.

## 2. Service Availability

### 2.1 Service Response Standard

Content of the Service	Service Response Time
Penetration Test Service	Respond within 8 hours (10:00 - 12:00, 14:00 - 17:00 during legal working days)The test report shall be submitted within 5 working days after the Service is completed.

If the above Service Response Standard is not met (except the cases in the Disclaimer of Liabilities clause), you may be compensated in accordance with Section 3 of this Agreement.

## 3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the Standard, you will be entitled to compensations in accordance with the following clauses:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability fails to meet the standard under this agreement, or the Validity Timeout of the Service or Service Response Timeout occurs, the compensation shall be made on a pro rata basis (the Service Fee referred to

herein shall be the cash you have actually paid, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability	Value of Compensational Voucher
Validity Timeout of the Service	10% of the Service Fee
Service Response Timeout	30% of the Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the period of time as stipulated under this SLA. If necessary, Tencent Cloud may require you to provide the following relevant information:

- (1) a detailed description of the incident, including the specific date, time, duration and other details related to the Service Unavailability;
- (2) other information Tencent Cloud reasonably requires you to provide.

## 4. Disclaimer of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

4.1 The Service Response Timeout caused by system maintenance after Tencent Cloud's advance notice to you, including but not limited to cutover, repair, upgrade and simulated failure drills.

- 4.2 Your service application lacks relevant key information, including your primary contact information such as phone number, email address and address.
- 4.3 The service timeout occurs for the reason that the engineer fails to contact you within the valid time due to your fault after your service request is initiated.
- 4.4 The Service Response Timeout caused by your failure to follow the service process of Tencent Cloud products.
- 4.5 You understand that Tencent Cloud cannot guarantee that the Services it provides are flawless (for example, Tencent Cloud security products cannot guarantee the absolute security of your hardware or software), but Tencent Cloud promises to continuously improve service quality and service level. Therefore, you agree that even if there are defects in the service provided by Tencent Cloud, the abovementioned defects are unavoidable due to the technical level of the industry at that time and will not be regarded as a breach of contract by Tencent Cloud. You agree to cooperate with Tencent Cloud to solve the abovementioned defects.
- 4.6 You understand and agree that, due to the complexity of computer systems and the special nature of the Internet, the risk of system downtime, business interruption and data loss may occur in the course of providing Penetration Test Service, and you clearly know and accept the risk and should be prepared in advance. Tencent Cloud is not responsible for the consequences and losses of system downtime, business interruption and data loss arising from Penetration Test Service.
- 4.7 The Service is unavailable or fails to meet the standard due to the act of you or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal.
- 4.8 The Service is unavailable or fails to meet the standard due to your failure to use the products in accordance with the specification required by Tencent Cloud, or your failure to use Tencent Cloud products in accordance with regulations or in violation of the law.
- 4.9 The Service is unavailable or fails to meet the standard due to your non-payment or delay in payment.
- 4.10 The Service is unavailable or fails to meet the standard due to a severe malfunction of a network operator.
- 4.11 The Service is unavailable or fails to meet the standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles).
- 4.12 The Service is unavailable or fails to meet the standard due to any event of force majeure.
- 4.13 The Service is unavailable or fails to meet the standard for the reason that a vulnerability fix plan has been provided in the Service, but the vulnerability is not addressed by you or your end user in a timely manner.
- 4.14 The Service is unavailable or fails to meet the service standard due to your or your end-user's irregularities or misconduct when handling the event.
- 4.15 If the service request fails, the service is suspended or terminated due to your violation of the [Tencent Cloud Service Agreement](#), the service terms and usage rules of the Service, the terms of Tencent Cloud products, etc.

4.16 Any other circumstances in which Tencent Cloud will be exempted or disclaimed from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

4.17 The Service is unavailable or fail to meet the service standard due to any reason not attributable to Tencent Cloud.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total Service Fees you have paid for the relevant Service which is not performed. If you have used the Service for more than 12 months, the maximum liabilities for compensation of Tencent Cloud shall not exceed the total amount of Service Fees that you have paid to Tencent Cloud for the Service in the 12 months prior to the occurrence of the damage (for the avoidance of doubt, the Service Fees refer to the cash you have actually paid for the Service, excluding vouchers and the fees you have prepaid but not actually consumed).**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# Network Security

## Anti-DDoS Pro Service Level Agreement

Last updated : 2021-12-24 14:41:20

In order to use the Anti-DDoS Pro service (the "Service"), you should read and observe this Anti-DDoS Pro Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

1.1 Anti-DDoS Pro Service means the anti-DDoS service provided by Tencent Cloud for the anti-DDoS instance you purchased. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud.

1.2 **Service Unavailable**: The packet loss rate is higher than 20% or TCP connection success rate is less than 30% due to Anti-DDoS Pro Service. This does not refer to the availability of the entire service chain. For example, issues such as maxed out bandwidth or server malfunction do not apply.

1.3 **Service Downtime**: The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered one measurement point for Anti-DDoS Pro service. The sum of the measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

1.4 **Service Month(s)**: Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

## 2. Service Availability/ Service Uptime Metrics

### 2.1 Calculation of Service Availability/Service Uptime Metrics

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

### 2.2 Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than [99.9]%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month	Value of Compensation Voucher
≥ 99% and < 99.9%	10% of the monthly service fee
≥ 95% and < 99%	25% of the monthly service fee
< 95%	100% of the monthly service fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after

the fifth (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

(2) You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 3.3 Compensation Application Materials

If you believe that the Service fails to meet the Standards of Service Availability, you may submit the compensation application within the period set forth in this SLA. Your compensation application shall be submitted along with the following documents:

- (1) a detailed incident description report;
- (2) specific date, time, duration and other details relating to Service unavailability, cleaning time or portion of normal traffic;
- (3) if your compensation application is based on abnormal portion of normal traffic, the capture document evidencing the existence and amount of abnormal traffic lasting for at least one hour shall be provided;
- (4) other information reasonably requested by Tencent Cloud.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 the Service is unavailable or fail to meet the Service Availability standard due to the act of You or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;
- 4.2 the Service is unavailable or fail to meet the Service Availability standard due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);
- 4.3 the Service is unavailable or fail to meet the Service Availability standard due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- 4.4 the Service is unavailable or fail to meet the Service Availability standard due to your violation of any Tencent Cloud products' terms;

- 4.5 the Service is unavailable or fail to meet the Service Availability standard due to your non-payment or delayed payment;
- 4.6 the Service is unavailable or fail to meet the Service Availability standard due to a severe malfunction of a network operator;
- 4.7 the Service is unavailable or fail to meet the Service Availability standard due to your non-compliant or illegal use of Tencent Cloud products;
- 4.8 the Service is unavailable or fail to meet the Service Availability standard due to various source server problems at the backend of the Anti-DDoS Pro Service, such as fully-occupied bandwidth, IP exposure, machine room malfunction, and chain network jitter of the source server;
- 4.9 the Service is unavailable or fail to meet the Service Availability standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);
- 4.10 the Service is unavailable or fail to meet the Service Availability standard due to any event of force majeure;
- 4.11 the Service is unavailable or fail to meet the Service Availability standard due to traffic attacks that exceed the service specification of the Anti-DDoS Pro Service you purchased, resulting in IP being routed into a black hole;
- 4.12 the Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.13 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

- 5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.
- 5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
- 5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant



terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# ANTI-DDOS Service Level Agreement

Last updated : 2021-12-24 14:41:33

To use the Anti-DDoS Advanced service (the "Service"), you should read and observe this Anti-DDoS Advanced Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

1.1 Anti-DDoS Advanced Service means the anti-DDoS service provided by Tencent Cloud for the anti-DDoS instance you purchased. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud.

1.2 **Service Unavailable**: The packet loss rate is higher than 20% or TCP connection success rate is less than 30% due to Anti-DDoS Advanced Service per se, which does not refer to the availability of the whole chain (such as client's source server's fully-occupied bandwidth or machine room failure).

1.3 **Service Downtime**: The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered as one measurement point for Anti-DDoS Advanced service. The sum of the measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

1.4 **Service Month(s)**: Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

## 2. Service Availability/ Service Success Rate

### 2.1 Calculation of Service Availability/Service Success Rate

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

### 2.2 Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.9 %. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

- Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.
- If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month	Value of Compensation Voucher
≥ 99% and < 99.9%	10% of the monthly service fee
≥ 95% and < 99%	25% of the monthly service fee
< 95%	100% of the monthly service fee

### 3.2 Time Limit for Compensation Application

1. If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.
2. You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 3.3 Compensation Application Materials

If you believe that the Service fails to meet the Standards of Service Availability, you may submit the compensation application within the period set forth in this SLA. Your compensation application shall be submitted along with the following documents:

- 1) A detailed incident description report;
- 2) Specific date, time, duration and other details relating to Service unavailability, cleaning time or portion of normal traffic;
- 3) If your compensation application is based on abnormal portion of normal traffic, the capture document evidencing the existence and amount of abnormal traffic lasting for at least one hour shall be provided;
- 4) Other information reasonably requested by Tencent Cloud.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1 The Service is unavailable or fail to meet the Service Availability standard due to the act of You or your end users, which poses a security threat to the Service provided by Tencent Cloud, or is fraudulent or illegal;

- 4.2 The Service is unavailable or fail to meet the Service Availability standard due to the device, software or technology of You or any third party (not directly controlled by Tencent Cloud);
- 4.3 The Service is unavailable or fail to meet the Service Availability standard due to your failure to use the products in accordance with the specification required by Tencent Cloud;
- 4.4 The Service is unavailable or fail to meet the Service Availability standard due to your violation of any Tencent Cloud products' terms;
- 4.5 The Service is unavailable or fail to meet the Service Availability standard due to your non-payment or delayed payment;
- 4.6 The Service is unavailable or fail to meet the Service Availability standard due to a severe failure by a network operator;
- 4.7 The Service is unavailable or fail to meet the Service Availability standard due to your non-compliant or illegal use of Tencent Cloud products;
- 4.8 The Service is unavailable or fail to meet the Service Availability standard due to various source server problems at the backend of the Anti-DDoS Advanced Service, such as fully-occupied bandwidth, IP exposure, machine room failure, and chain network jitter of the source server
- 4.9 The Service is unavailable or fail to meet the Service Availability standard due to the maintenance or upgrade of any network, hardware or service (Tencent Cloud will notify you in advance of the schedule of maintenance in accordance with reasonable business principles);
- 4.10 The Service is unavailable or fail to meet the Service Availability standard due to any event of force majeure;
- 4.11 The Service is unavailable or fail to meet the Service Availability standard due to traffic attacks that exceed the service specification of the Anti-DDoS Advanced Service you purchased, resulting in IP being routed into a black hole;
- 4.12 The Service is unavailable or fail to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.13 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

- 5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# EdgeOne Service Level Agreement

Last updated : 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

Last updated : 2020-05-25 10:10:43

In order to use the Tencent Cloud Elastic MapReduce ("EMR") service (the "Service"), you should read and observe this Elastic MapReduce Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**1.1 Elastic MapReduce (EMR):** means services provided by Tencent Cloud including Hadoop cluster creation, Hadoop installation and deployment, elastically scalable clusters, computing and storage engines, and monitoring, operation and maintenance support. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

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

**1.3 Error Rate within Unit Time:** means the percentage of the number of failed requests within Unit Time due to any reason attributable to Tencent Cloud out of the total number of valid requests within Unit Time  
$$\text{Error Rate within Unit Time} = \frac{\text{the number of failed requests within Unit Time}}{\text{the total number of valid requests within Unit Time}}$$
Failed requests refer to valid requests with HTTP returned error code of 500 (Internal Error) or 503 (Service Unavailable). Valid requests refer to the calling of any function of the Service via [API](#), excluding any traffic restriction requests due to

the triggering of frequency control and any failed requests due to the upgrade, alteration or shutdown of the Service. Any request of Service via API from a user due to hacker attack shall not be deemed as a valid request.

**1.4 Service Unavailability:** The Service unavailability will be calculated based on the Error Rate within Unit Time, excluding any circumstance as provided for in the release of liabilities provisions below. If you do not make any request within a Unit Time, it will be deemed that the Service is 100% available within such Unit Time.

**1.5 Service Month(s):** means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

**1.6 Monthly Service Fee:** Monthly Service Fee will be calculated based on the use of clusters (i.e., elastic MapReduce clusters) of the Service per Service Month.

## 2. Service Availability

### 2.1 Calculation of Service Availability

Error Rate within Unit Time = the number of failed requests within Unit Time / the total number of valid requests within Unit Time

Service Availability =  $1 - (\text{the sum of the Error Rate within Unit Time within a Service Month} / \text{the total number of Unit Time measurement units within a Service Month}) \times 100\%$

### 2.2 Standard of Service Availability / Service Metrics

**The Service Availability for the Service provided by Tencent Cloud will be no less than 99.9%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

## 3. Standards of Compensation

(1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's

official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a coupon or promotional voucher, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Coupon
99.9% > Av ≥ 99%	10% of the Monthly Service Fee
99% > Av ≥ 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 (5<sup>th</sup>) 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

Last updated : 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 (5<sup>th</sup>) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

4.1 any failure attributable to grounds beyond reasonable control of Tencent Cloud (e.g., force majeure event, internet access or beyond the scope of the Service product);

4.2 any failure due to your negligence in authorization, loss of password or mal-operation, or due to any of your equipment, third-party software or device;

4.3 any cluster failure due to insufficient physical capacity limit of the storage and computing of your choice to satisfy the de factor demands;

4.4 any possible failure due to noncompliance with the guidelines for using the cluster specified in the Elasticsearch use guidance;

4.5 any failure of data request or other failure due to the potential and undisclosed bug of underlying Elasticsearch software;

- 4.6 any failure due to use non-compliant with the manner of usage, version compatibility, API and other rules supported by Elasticsearch version;
- 4.7 any node for testing which is not advisable for use in production (e.g. 1 core 2G node) is beyond the scope of the agreement;
- 4.8 any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.9 any failure by you to make corresponding modification for using the Service after being advised by Tencent Cloud of such modification;
- 4.10 any possible failure due to the use of informal version (e.g. Alpha version and Beta version) or a version with no more maintenance; or
- 4.11 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any terms of services, rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

- 5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.
- 5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
- 5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# CDW Service Level Agreement

Last updated : 2022-11-10 15:08:13

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%	<b>10% of the Monthly Service Fee</b>
Less than 99% but is or higher than 95%	<b>25% of the Monthly Service Fee</b>
Less than 95%	<b>100% of the Monthly Service Fee</b>

### 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

Last updated : 2022-12-02 11:43:47

In order to use the Tencent Cloud Data Lake Compute Service (the “Service”), you shall read and comply with this Tencent Cloud Data Lake Compute Service Level Agreement (this “Agreement”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the Tencent Cloud Service Agreement.

## 1. Terms and Definitions

### 1.1 Data Lake Compute, DLC

Refers to agile and efficient data lake analysis and computation services provided by Tencent Cloud. The users do not need to carry out traditional data hierarchical modeling with the Service, which significantly reduces the preparation time for massive data analysis. Instead, users can use standard SQL to complete the analysis and computation of object storage services (COS) and other cloud data facilities.

### 1.2 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

### 1.3 Service Unavailability

If all your requests to establish a connection to the Service fail for five consecutive minutes attributable to Tencent Cloud, the Service is deemed as unavailable (“**Service Unavailability**”) for such five-minute period, except under the circumstances as set forth in Section 4 of this Agreement.

#### 1.4 Total Number of Minutes within Service Month(s)

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

#### 1.5 Service Downtime Calculated in Minutes within Service Month(s)

If Service Unavailability lasts for a certain five-minute period as set forth in Section 1.3, such five minutes will be counted as Service Downtime Calculated in Minutes within such Service Month. If the Service is once running normally within a certain five-minute period, such five minutes will be counted as available minutes with such Service Month.

#### 1.6 Monthly Service Fee

Refers to the accumulated service fees you pay for the Service within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted with vouchers, coupons, service fee reductions, etc.

### 2. Service Availability

#### 2.1 Calculation of Service Availability

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

#### 2.2 Service Availability Standard

The Service Availability for the Service shall be no less than 99.5% ("**Service Availability Standard**"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Disclaimer of Liabilities), you may claim compensation in accordance with Section 3 of this Agreement.

### 3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

#### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the**

**Service Availability Standard** (the Monthly Service Fee excludes the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

Service Availability in a Service Month	Value of Compensational Voucher
Less than 99.5% but is or higher than 98%	10% of the Monthly Service Fee
Less than 98% but is or higher than 95%	25% of the Monthly Service Fee
Less than 95%	100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 3.3 Application Materials for Compensation

If you believe that the Service fails to meet the Service Availability Standard, you may apply for compensation within the time period as stipulated under this Agreement. Tencent Cloud may request you to provide the following materials and you shall cooperate to provide the appropriate materials.

- (1) Account information, including Account ID and APPID.
- (2) Reasons for the application, the abnormal status information and the specific time period of the Service Unavailability.
- (3) Any other information that Tencent Cloud requests you to provide with reasonable causes.

## 4. Disclaimer of Liabilities

**If the Service is unavailable or fails to meet the Service Availability Standard due to any of the following reasons, the corresponding Service Downtime is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

**4.1** Any unavailability beyond the reasonable control of Tencent Cloud, including any force majeure event and failures caused by factors such as Internet access or exceeding the boundaries of the Service (**see the Tencent Cloud**

**Service Agreement).**

**4.2** Any user-state unavailability caused by bugs within the scope of open source components.

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

**4.4** Any unavailability caused by your negligent authorization, loss of password, wrong operation, your own equipment or third-party software or equipment.

**4.5** Any unavailability caused by your failure to use the Service according to the usage, version compatibility, API and other specifications supported by the DLC version.

**4.6** Any unavailability due to third-party collaborators (e.g., CVM resource limits, EKS resource limits, COS capacity limits, CAM roles, security groups, VPC configuration, etc.).

**4.7** Any unavailability caused by your failure to make the appropriate modifications after Tencent Cloud recommends that you modify the use of the Service.

**4.8** Any unavailability caused by your choice of the insufficient physical capacity of the storage and computing capacity to cope with actual use demands.

**4.9** Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or terms of service, rules or guidelines published by Tencent Cloud separately.

**5. Miscellaneous**

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.**

**5.2** Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

**5.3** As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant

terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End)

# AI and Machine Learning

## AI Infrastructure

### Voice Technology

## TTS Service Level Agreement

Last updated : 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

Last updated : 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

Last updated : 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

Last updated : 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, Pytorchand 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

Last updated : 2021-09-14 10:31:42

In order to use the Tencent Cloud Private DNS service (the “Service”), you should read and observe this Private DNS Service Level Agreement (this “Agreement”, or this “SLA”) and the Tencent Cloud Service Agreement. This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**Tencent Cloud Private DNS:** Private DNS means a private DNS management service based on Tencent Cloud Virtual Private Cloud (VPC) provided by Tencent Cloud.

**Service Month(s):** Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

## 2. Service Availability

### 2.1 Calculation of Service Availability

Unavailability means malfunction of the Services due to causes other than system maintenance.

Service Availability = (1 - Service Downtime within the Service period of Private DNS service / total time within the Service period of Private DNS service) × 100%

If we guarantee a Service Availability of 99.99%. Then, for example, the Service available period of Private DNS service is 43,195.68 minutes (= 30 (day) × 24 (hour) × 60 (minute) × 99.99%). That is, the Service Downtime is 4.32 minutes (= 43,200 minutes – 43,195.68 minutes).

Explanations:

(1) Duration of Malfunction = the time when the malfunction is resolved – the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 11 minutes and 1 second, it will be calculated as 12 minutes.

(2) Only the users who have purchased Private DNS service and have incurred fees are eligible to compensations.

## 2.2 Standards of Service Availability

**The Service Availability of the Service provided by Tencent Cloud will be no less than 99.99%.** If the Service Availability fails to meet the aforementioned standard (other than circumstances set forth in the Release of Liabilities Section below), you are entitled to the compensation as set forth in Section 3 below.

## 3. Service Compensation

In respect of this Service, if the Service Availability is lower than the aforementioned standard, compensations will be made as follows:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of coupon** by Tencent Cloud, and you should follow the rules for using the coupon (including the valid term; for details, please refer to the rules of coupons published on Tencent Cloud's official website). You cannot redeem such coupon for cash or request to issue an invoice for such coupon. Such coupon can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the coupon to purchase other services of Tencent Cloud, nor should you give the coupon to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly Service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.99% > Av ≥ 99.00%	10% of the monthly Service fee
99% > Av ≥ 95%	25% of the monthly Service fee
95% > Av	100% of the monthly Service fee

### 3.2 Time Limit for Compensation Application

1) If the Service Availability in a Service Month fails to meet the aforementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

### 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service unavailable time shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

**4.1 any system maintenance or update with prior notice by Tencent Cloud to users.**

**4.2 any failure of a user to follow the relevant guidelines in using the Service.**

**4.3 any malfunction of a user's network or application.**

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

**4.5 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.**

### 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# Domains and Websites

## SSL Service Level Agreement

Last updated : 2019-07-11 17:58:42

In order to use the Tencent Cloud SSL Certificate service (the "Service"), you should read and observe this SSL Certificate Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#). This Agreement contains, *among others*, the terms and definitions of the Service, Service availability and Service uptime level metrics, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next", or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

1.1 The SSL Certificate service provided by Tencent Cloud means an SSL certificate with a fixed valid term issued by a digital certificate authority provided to you by Tencent Cloud.

1.2 Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

1.3 Service Downtime: If the digital certificate CRL/OCSP service remains unavailable for 5 minutes or more, such duration will be counted into Service Downtime. Any period less than 5 minutes during which such Service is unavailable does not count towards the Service Downtime.

1.4 Definition of "Unavailable": The duration of unavailability of the Service due to TrustAsia (certificates provider), server room issue, product functionality issue or improper operation should be counted toward the Service Downtime.

## 2. Service Availability

### 2.1 \*Calculation of Service Availability/ Service Uptime Level \*

Service Availability = (1 - Service Downtime within the Service period of SSL certificate CRL/OCSP service / total time within the Service period of SSL certificate CRL/OCSP service) × 100%

If we guarantee a Service Availability of 99.99%. Then, for example, for June, the Service available period of SSL CRL/OCSP service is 43,195.68 minutes (= 30 (day) × 24 (hour) × 60 (minute) × 99.99%). That is, the Service Downtime is 4.32 minutes (= 43,200 minutes – 43,195.68 minutes).

Explanations:

(1) Duration of Malfunction = the time when the malfunction is resolved – the time when the malfunction starts. The duration of malfunction will be calculated in minutes. Where the duration of malfunction, or an unrounded portion thereof, is less than 1 minute, it will be rounded up to 1 minute. For example, if the duration of malfunction is 11 minutes and 1 second, it will be calculated as 12 minutes.

(2) Only the users who have purchased an SSL paid certificate and have incurred fees are eligible to compensations.

### 2.2 Service Availability/ Service Metrics Standard

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.99%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly Service fee paid by you for such month** (the monthly Service fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
99.99% > Av ≥ 99.00%	10% of the monthly Service fee



Service Availability (Av) for a Service Month	Value of Compensation Voucher
99% > Av ≥ 95%	25% of the monthly Service fee
95% > Av	100% of the monthly Service fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5<sup>th</sup>) 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

Last updated : 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 (5<sup>th</sup>) 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

Last updated : 2023-02-09 12:15:20

In order to use the Tencent Push Notification Service (Basic Version, not including any trial version)(the "Service"), you should read and observe this Tencent Push Notification Service Level Agreement (this "Agreement", or this "SLA") and the [Tencent Cloud Service Agreement](#) . This Agreement contains, among others, the terms and definitions of the Service, Service availability/Service uptime metrics, compensation plan and disclaimer of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking "Agree"/ "Next" or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

**1.1 Tencent Push Notification Service (Basic Version, not including any trial version) Service:** refers to the push notification service provided by Tencent Cloud to you through Tencent Cloud Tencent Push Notification Service platform, including without limitations to iOS push, Android push (including third party push channels), REST API push, push statistics and other categories of push services provided by Tencent Cloud. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You can integrate the mobile push functions, manage push notifications, and promptly push notifications or messages to users of your application to interact with the users.

**1.2 Service Month(s):** Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months until June 16 (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated separately and independently for each Service Month.

**1.3 Service Downtime Calculated in Minutes within a Service Month:** If (and only if) all your continuous attempts within one (1) minute to push information by calling Push API or through the management platform fail, it shall be deemed that the Service is unavailable within such one (1) minute. If your attempts within one (1) minute to



push information by calling Push API or through the management platform succeed in whole or in part, the Service shall be deemed available within such one (1) minute. The accumulated Service downtime so calculated in minutes within a Service Month is the Service Downtime Calculated in Minutes for such Service Month.

**1.4 Total Time within a Service Month Calculated in Minutes:** the total number of days within such Service Month × 24 (hours) × 60 (minutes).

## 2. Service Availability

### 2.1 Calculation of Service Availability

**Service Availability = (1 - Service Downtime calculated in minutes within a Service Month / total time of the Service within a Service Month calculated in minutes) × 100%**

### 2.2 Service Availability Standard

The Service Availability of the Service provided by Tencent Cloud will be **no less than 99.9%** (“**Service Availability Standard**”). You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as set forth in the disclaimer of liabilities provisions.

## 3. Service Compensation

In respect of this Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month** (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credit, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month (Av)	Value of Compensation Voucher
99.9% > Av ≥ 99.0%	10% of the monthly service fee

Service Availability for a Service Month (Av)	Value of Compensation Voucher
99.0% > Av ≥ 98.0%	20% of the monthly service fee
98.0% > Av	50% of the monthly service fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability Standard, you may apply for compensation **through (and only through) the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for such compensation no later than the sixtieth day following the end of the applicable Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Disclaimer of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

- 4.1** any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and malfunction simulation test and any other scheduled downtime;
- 4.2** any malfunction or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3** any attack on your application endpoint or data, or any other mal-operation;
- 4.4** any loss or leak of any data, passcode, password due to your improper maintenance or improper confidentiality measures;
- 4.5** any negligence in authorization or mal-operation by you, or any of your equipment, or third-party software or device;
- 4.6** any failure of you to abide by user guide or suggestions for using Tencent Cloud products;

**4.7** any delayed or discarded push resulting from exceeding the Service capacity limit indicated for the current Paid version of the Service;

**4.8** any Service unavailability or failure of the Service to meet the Service Availability Standard not attributable to Tencent Cloud;

**4.9** any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

**5.1** The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred

**5.2** Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

**5.3** As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document.)

# IM Service Level Agreement

Last updated : 2020-06-19 17:07:08

## Tencent Cloud Instant Messaging Service Level Agreement

In order to use the Tencent Cloud Instant Messaging (“IM”) service (the “Service”), you should read and observe this Tencent Cloud Instant Messaging Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, Service availability and Service uptime metrics\*\*, compensation plan\*\* and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, may be in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

### 1. Terms and Definitions

**1.1 Instant Messaging (IM):** means a comprehensive instant messaging solution provided by Tencent Cloud featuring international access, one-to-one chat, group chat, push notification, profile and Web SDK hosting, account authentication, etc., with requisite capacities of APP integration and back-end management interface. For details, please refer to the Service you purchase and the contents of the Service provided by Tencent Cloud.

**1.2 Service Month(s):** means the effective term within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be three (3) Service Months (the first Service Month from March 17 to April 16, the second from April 17 to May 16, and the third from May 17 to June 16). The availability of the Service will be calculated independently for each Service Month.

**1.3 Monthly Service Fee:** means the aggregate service fees actually consumed by you within one (1) Service Month, excluding the portion paid yet to be consumed.

**1.4 Apparent Failure:** If all continuous attempts of a user to log in or send a message (including one-to-one messages and group chat messages) when using an APP or conducting back-end management through an interface of the Service fail within one (1) minute, it shall be deemed an Apparent Failure of the Service. However, if the log-in attempts succeed or the messages are successfully sent, in full or in part, when a user uses an APP or conducts back-end management through an interface of the Service, it will be deemed that the Service is available within such one (1) minute.

**1.5 Apparent Failure Calculated in Minutes:** means the accumulated Apparent Failure calculated in minutes within a Service Month.

## 2. Service Availability

### 2.1 Calculation of Service Availability

Service Availability =  $1 - (\text{Apparent Failure Calculated in Minutes within a Service period} / \text{total time of a Service period calculated in minutes}) \times 100\%$

### 2.2 Standard of Service Metrics

**The Service Availability of the Service provided by Tencent Cloud will be no less than 99%.** You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such month** (the Monthly Service Fee referred to herein shall exclude the fee deducted by a voucher or promotional coupon, Service fee discounted or waived, or fees otherwise deductible).

Service Availability (Av) for a Service Month	Value of Compensation Voucher
$99\% > Av \geq 95\%$	10% of the Monthly Service Fee
$95\% > Av \geq 90\%$	20% of the Monthly Service Fee
$90\% > Av$	30% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability for a Service Month fails to meet the abovementioned Service Availability standard, you may apply for compensation **through (and only through) the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud will prevail.**

(2) **You should apply for such compensation no later than sixty (60) calendar days following the expiry of the applicable Service Month in which the Service Availability fails to meet the standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

#### 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding Service downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:**

4.1 any malfunction on the part of a user.

4.2 any loss or leak of data, passcode or password due to improper maintenance or improper confidentiality measures of a user.

4.3 any hacker attack on a user's application or data.

4.4 any failure of a user to abide by user guide or suggestions for using IM products.

4.5 any negligence of a user or any operation authorized by a user.

4.6 any use by a user of any illegal information relating to pornography, gambling, illegal drugs, political party, politics, military affairs, fraud, etc.

4.7 any impromptu increase of the needs to use the audio-visual chatroom functions by a user without prior notification.

4.8 Any use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud.

4.9 any significant event or promotion publicly announced by Tencent Cloud in advance.

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

4.11 any malfunction or configuration adjustment of any network or equipment that is not Tencent Cloud facility.

4.12 any event of force majeure or accident.

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

4.14 any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate amount of compensation payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# Office Collaboration

## Tencent Cloud Enterprise Drive Service Level Agreement

Last updated : 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

Last updated : 2019-11-05 16:40:16

In order to use the Game Multimedia Engine (GME) service (the “Service”), you should read and observe this Game Multimedia Engine (GME) Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service availability and success rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

Game Multimedia Engine (GME) Service provided by Tencent Cloud means the voice platform service provided by Tencent Cloud to you (“Client”), including without limitation real-time voice chat, voice messaging, audio-text conversion, audio filtering and other categories of audio services provided by Tencent Cloud Game Multimedia Engine. For details, please refer to the Service purchased by you and the content of Service provided by Tencent Cloud. You may achieve various voice features in an application through integrating SDKs provided by the Service.

Service Month(s): Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The availability of the Service will be calculated independently for each Service Month.

Service Unavailable: For each one minute, if the number of users which are not able to use voice functions in the application within which you uses GME to achieve various voice functions exceeds 5% of the number of total users, the Service within such one minute shall be deemed unavailable.

**Service Downtime:** The aggregated minutes during which the Service is unavailable within a Service Month. Each minute is considered as one measurement point for GME service. The sum of the measurement points of which the Service is unavailable during a Service Month shall be the Service Downtime calculated in minutes for such Service Month.

## 2. Service Availability/ Service Success Rate

### 2.1. Calculation of Service Availability

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

### 2.2. Service Availability/ Standard Indicator

The Service Availability of the Service provided by Tencent Cloud will be no less than 99.95%. You are entitled to the compensation as set forth in Section 3 below if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided for in the release of liabilities provisions below.

If it takes less than 5 minutes for the Service to recover from malfunction, such period shall not be counted into Service Downtime. Service Downtime means the time period starting from the malfunction to the recovery back to normal use, which shall include the time period for maintenance.

## 3. Service Compensation

In respect of this Service, if the Service Availability fails to meet the aforementioned standard, you will be entitled to compensations in accordance with the following terms:

### 3.1. Standards of Compensation

3.1.1. Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including the valid term; for details, please refer to the rules of vouchers published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

3.1.2. If the Service Availability for a Service Month fails to meet the standard, the amount of compensation will be calculated for such month independently, and the aggregate amount shall be no more than the applicable monthly service fee paid by you for such month (the monthly service fee referred herein shall exclude the portion deducted by a voucher or promotional credits, due to discounted service fee or otherwise deducted).

Service Availability for a Service Month	Value of Compensation Voucher
≥ 99% and < 99.95%	10% of the monthly service fee
≥ 95% and < 99%	25% of the monthly service fee
≥ 90% and < 95%	30% of the monthly service fee
< 90%	50% of the monthly service fee

### 3.2 Time Limit for Compensation Application

3.2.1. If the Service Availability for a Service Month fails to meet the aforementioned Service Availability standard, you may apply for compensation through (and only through) the support ticket system under your relevant account after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud will prevail.

3.2.2. You should apply for such compensation no later than sixty (60) calendar days following the expiration of the applicable Service Month in which the Service Availability fails to meet the standard. If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

If the Service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you:

- 4.1. any system maintenance with prior notice by Tencent Cloud to you, including system cutover, maintenance, upgrade and failure simulation test;
- 4.2. any failure or configuration adjustment of network or equipment that is not Tencent Cloud facility;
- 4.3. any attack on your application interface or data, or any other misconduct;
- 4.4. any loss or leak of any data or key due to your improper maintenance or improper confidentiality measures;
- 4.5. any negligence in authorization or maloperation by you, or any of your equipment, or third-party software or device;

- 4.6. any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7. any failure due to unpaid overdue payment of Tencent Cloud account;
- 4.8. any failure due to use of products, functions and access for trial operation which are not made public by the official website of Tencent Cloud;
- 4.9. any Service unavailability or failure of the Service to meet the availability standard not attributable to Tencent Cloud;
- 4.10. any failure due to a ban on or block of application or Service caused by non-compliant voice content or otherwise;
- 4.11. any other circumstances in which Tencent Cloud will be exempted or released from its liabilities (for compensation or otherwise) according to relevant laws, regulations, agreements or rules, or any rules or guidelines published by Tencent Cloud separately.

## 5. Information Storage

5.1. In the GME voice messaging and audio-text conversion service, the audio data uploaded by you through the SDK interface will be temporarily stored for 90 day before being completely deleted by Tencent Cloud. If you need a longer storage time, you shall transfer the storage of the audio data on your own.

## 6. Miscellaneous

- 6.1. The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.
- 6.2. Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.
- 6.3. As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# GSE Service Level Agreement

Last updated : 2021-04-20 15:20:22

In order to use the Tencent Cloud Game Server Elastic-scaling (GSE) (hereinafter referred to as the “Service”), you shall read and comply with this Tencent Cloud Game Server Elastic-scaling (GSE) Service Level Agreement (this “Agreement”, or this “SLA”) and the [Tencent Cloud Service Agreement](#). This Agreement contains, among others, the terms and definitions of the Service, level indicators of the Service Availability or the Service Success Rate, compensation plan and release of liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or releasing certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties.

## 1. Terms and Definitions

### 1.1 The Game Server Elastic-scaling (GSE) provided by Tencent Cloud

Refers to the services provided by the Tencent Cloud Game Server Elastic-scaling (GSE) to you (also referred to as the “customer”), which includes, among others, the management of servers and the management and allocation of game servers.

### 1.2 Service Month(s)

Service Month(s) means the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

### 1.3 Unavailable Minutes within a Service Month

A minute will be counted towards the Unavailable Minutes within a Service Month only if all of your continual use of the SDK API of the Service fails within that minute. If all or a part of your use of the SDK API of the Service within a minute succeeds, the Service will be deemed to be fully available in that minute and that minute shall not be counted towards the Unavailable Minutes within a Service Month. The Unavailable Minutes within a Service Month are the total number of minutes in which the Service is unavailable within a Service Month.



## 1.4 Total Minutes of Service within a Service Month

Calculated by the number of dates in a Service Month × 24 (hours) × 60 (minutes).

# 2. Service Availability

## 2.1 Calculation of the Service Success Rate

Service Availability = (1 – Unavailable Minutes within a Service Month / Total Minutes of Service within a Service Month) × 100%

## 2.2 Service Indicator Standard

The Service Availability of the Service provided by Tencent Cloud will be **no less than 99.9%**. You are entitled to the compensation as set forth in Section 3 of this Agreement if the Service Availability fails to meet the aforementioned standard, other than in any circumstance as provided in the Release of Liabilities provisions.

# 3. Compensation Plan

In respect of the Service, if the Service Availability fails to meet the abovementioned standard, you will be entitled to compensations in accordance with the following terms:

## 3.1 Standards of Compensation

(1) Compensations will be made in the form of voucher by Tencent Cloud, and you should follow the rules for using the voucher (including, among others, the valid term; for details, please refer to the relevant rules of voucher published on Tencent Cloud's official website). You cannot redeem such voucher for cash or request to issue an invoice for such voucher. Such voucher can only be used to purchase the Service by using your Tencent Cloud account. You cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service Availability in a Service Month fails to meet the abovementioned standard, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the applicable Monthly Service Fee paid by you for such Service Month** (the Monthly Service Fee referred to herein shall exclude the portion deducted by a voucher or promotional coupon, due to discounted service fee or otherwise deducted).

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

Less than 95%

100% of the Monthly Service Fee

### 3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the abovementioned Service Availability standard, you may **apply for compensation only through the support ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, both parties agree that the back-end record of Tencent Cloud shall prevail.

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the applicable Service Month in which the Service Availability fails to meet the abovementioned standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.

## 4. Release of Liabilities

**If the Service is unavailable due to any of the following reasons, the corresponding period of Service unavailability shall not be counted toward Service downtime, is not eligible for compensation by Tencent Cloud, and Tencent Cloud shall not be held liable to you:**

- 4.1 any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test;
- 4.2 any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility;
- 4.3 any attack on your application interface or data, or any other misconduct;
- 4.4 any loss or leak of data, passcode or password due to your improper maintenance or improper confidentiality measures;
- 4.5 any negligence in authorization or incorrect operation by you, or any of your own equipment, or third-party software or device;
- 4.6 any failure of you to abide by documentation or suggestions for using Tencent Cloud products;
- 4.7 any delay or drop of push messages resulted from the use in a manner exceeding the maximum service capacity as specified by the current version for sale;
- 4.8 any circumstance where the Service was unavailable or failed to meet the Service Availability standard due to any reason not attributable to Tencent Cloud;
- 4.9 any other circumstance where Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to relevant laws, regulations, agreements or rules, or any relevant rules or guidelines published by Tencent Cloud separately.

## 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you during the course of using the Service due to any breach by Tencent Cloud, the aggregate compensation amount payable by Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which is not performed.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the official website of Tencent Cloud. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease using the Service; by continuing to use the Service, you shall be deemed to have accepted the Agreement as amended.

5.3 As an ancillary agreement to the Tencent Cloud Service Agreement, this Agreement is of the same legal effect as the Tencent Cloud Service Agreement. In respect of any matter not agreed herein, you shall comply with relevant terms under the Tencent Cloud Service Agreement. In case of any conflict or discrepancy between this Agreement and the Tencent Cloud Service Agreement, this Agreement prevails to the extent of such conflict or discrepancy. (End of Document)

# weiling Service Level Agreement

Last updated : 2022-03-05 18:56:52

To use the Tencent Cloud Weiling service (hereinafter referred to as the "Service"), you must read and comply with the Service Level Agreement for Tencent Cloud Weiling (hereinafter referred to as this "Agreement" or "SLA") and the Tencent Cloud Service Agreement. This Agreement contains the terms associated with the Service and their definitions, metrics for service availability and service success rate level, compensation, and disclaimer. Please be sure to carefully read and fully understand the provisions hereof. The limitation of liability and disclaimer clauses or other clauses which relate to your major rights and interests may be highlighted in bold or underlined for emphasis.

Unless you have fully read and completely understand and accept all of the provisions hereof, do not purchase the Service. By clicking "Agree" or "Next", purchasing or using the Service, or accepting this Agreement otherwise expressly or implicitly, you acknowledge that you have read this Agreement and agree to be bound by it, and this Agreement will enter into force between you and Tencent Cloud (each a "Party" and collectively the "Parties") and become a legal instrument that is binding upon the Parties.

## 1. Terms and Definitions

**1.1 Tencent Cloud Weiling:** Tencent Cloud Weiling provided by Tencent Cloud is an IoT building operating system well adapted to smart building scenarios. It provides connection, management, and digital operations services for various resources in buildings, such as hardware devices, applications, and services.

**1.2 Service cycle:** a service cycle is a natural month. The service availability is determined on a service cycle basis. The service cycle is calculated monthly, and any period of less than one natural month will not be counted as a service cycle, nor the service availability will be determined for that period.

**1.3 Failed request:** Tencent Cloud Weiling regards requests that return an error code of "internal error" and normal user requests that fail to arrive at its server due to any failure in it as failed requests. However, failed requests shall not include the following types of request: (1) requests that are made failed by Tencent Cloud Weiling due to excess of its QPS (queries per second) caused by the use of inappropriate access modes; (2) failed requests or service unavailability caused by reasonable upgrades, changes, or shutdowns initiated by Tencent Cloud Weiling; (3) requests made failed by Tencent Cloud Weiling due to hacker attacks against your applications; and (4) requests not successfully sent to your devices by Tencent Cloud Weiling or not successfully reported to it by your devices due to ISP network failures.

**1.4 Valid requests:** all requests received by the Tencent Cloud Weiling server are regarded as valid requests, **excluding the following types of request:** (1) requests that are initiated to the service before it is activated and authorized, fail to be authenticated, or are initiated with an incorrect key; (2) requests initiated by your applications after they are attacked by hackers; (3) requests to platform server APIs that are throttled due to excessive call

frequency or return an error due to network disconnections; (4) requests that are throttled due to excessive device reporting frequency (the limit is 1 QPS per device); (5) requests sent to your devices by the platform that are throttled (the limit is 1 QPS per device); and (6) requests that are discarded due to noncompliance with the data format requirements of Tencent Cloud Weiling.

**5-minute error rate: (number of failed requests per 5 minutes/total number of requests per 5 minutes) \* 100%**

**1.5 Monthly service fees:** it refers to the total service fees paid for Tencent Cloud Weiling by you in a natural month. If you pay service fees for multiple months at a time, the monthly service fees will be calculated by apportioning the total service fees among the number of months purchased.

## 2. Service Availability

Tencent Cloud Weiling guarantees a 99% service availability. If such guarantee is not honored, you may get compensation as specified in Article 3 of this Agreement.

### 2.1 Calculation method for service availability

The service availability of Tencent Cloud Weiling is determined on a service cycle basis. It is calculated from the average 5-minute error rate, which is calculated by dividing the sum of 5-minute error rates in a service cycle by the total number of 5-minute periods in the service cycle, i.e.,  $\text{service availability} = (1 - \text{sum of 5-minute error rates in a service cycle} / \text{total number of 5-minute periods in the service cycle}) * 100\%$ .

Note :

Total number of 5-minute periods in a service cycle =  $12 * 24 * \text{number of days in the service cycle}$ .

### 2.2 Exclusions from compensation

Any service unavailability caused by the following shall not be entitled to compensation:

- (1) Any system maintenance performed by Tencent Cloud with prior notice to you, including cutover, repair, upgrade, and failure emergency response drill;
- (2) The maintenance of or failure in any external objects that the Service depends on;
- (3) Any causes attributable to you or a third party or force majeure;
- (4) Any failures in your own networks, systems, software, or devices;
- (5) Any loss or leakage of your data or passwords due to any breaches of security by you;
- (6) Hacking of your devices or applications;
- (7) Any failure to follow the user guide or usage recommendations for Tencent Cloud Weiling by you;
- (8) Your negligence or any operations authorized by you;
- (9) Any controls implemented by regulatory authorities such as the MIIT and communications administration bureaus

or ISPs;

(10) Any failures or configuration adjustments in any networks or devices other than Tencent Cloud networks and devices;

(11) Force majeure or accidents;

(12) The unavailability of the Service or the failure of the Service to reach the specified standard caused by any other reasons not attributable to Tencent Cloud.

(13) Any circumstances in which Tencent Cloud shall not be liable under applicable laws, regulations, agreements, or rules, or applicable terms of service, rules, or instructions that are issued by Tencent Cloud separately.

### 3. Compensation

If the service availability of the Service is lower than 99%, you may get compensation as specified below:

#### 3.1 Compensation standard

(1) Tencent Cloud will compensate you by **issuing vouchers (non-cash)**, which may only be used by you for purchasing the Service rather than other Tencent Cloud services and may not be transferred or gifted to any third parties.

(2) If the Service fails to reach the service availability standard in a certain service month, you will be compensated as calculated for such service month, **and the aggregate liability of Tencent Cloud to you shall not exceed the service fees paid by you for the Service for such service month** (the monthly service fees herein shall not include non-cash deductions made to the service fees through vouchers or coupons).

Note :

For the purposes of this Agreement, a service month shall refer to each natural month included in the term for which you purchase the Service. For example, if you purchase the Service for two months, and the Service is activated on March 17, then the 1st service month will refer to the period from March 17 to March 31, the 2nd from April 1 to April 30, and the 3rd from May 1 to May 16.

Service Availability for Service Month	Amount of Voucher Issued as Compensation
Lower than 99% but equal to or higher than 95%	10% of the monthly service fees.
Lower than 95% but equal to or higher than 90%	25% of the monthly service fees
Below 90%	100% of the monthly service fees

### 3.2 Time limit for submitting a compensation claim

3.2.1. If the Service fails to reach the service availability standard in a certain service month, you may submit a claim for compensation **only by contacting your Tencent Cloud rep by email** after the fifth (5) business day of the month following such service month. Tencent Cloud will review your claim for compensation. In case of any dispute over the calculation of the service availability for a certain service month, **the Parties agree that the records on the backend of Tencent Cloud shall apply.**

3.2.2. **You shall submit any claim for compensation no later than sixty (60) natural days after the end of the service month in which the Service fails to reach the service availability standard.** If you fail to submit a claim for compensation within such period, or if you submit a claim for compensation after such period, or if you submit a claim for compensation not pursuant to this Agreement, you will be deemed to have waived your claim for compensation and your other claims against Tencent Cloud, and Tencent Cloud shall have the right not to accept your claim for compensation or compensate you.

## 4. Legality Requirements

**If you use Tencent Cloud Weiling, before you submit the information of the entity that needs to be verified by Tencent Cloud, you must warrant the following:**

4.1 Such information has been legally obtained;

4.2 You shall have included the following or similar provision in the relevant service agreement provided to the public: "The User authorizes XX (i.e. "you" in this Agreement) to offer the information provided to XX by the User and the information generated from the use of the services provided by XX (including the information provided or generated before the signing of this authorization provision) to XX and its partners which are necessary for the provision of its services (including the service providers necessary for its partners) in order to provide services, recommend products, and conduct market research and information and data analysis for users. XX undertakes to maintain and request its partners (including their necessary service providers) to maintain strict confidence of such information and take measures to protect the information security.", have submitted the authorization agreement entered into by and between you and users to Tencent Cloud for the record, and have informed the entity of the legal consequences of such authorization.

4.3 The entity's authorization can meet Tencent Cloud's needs for identification and legal and reasonable use of its information.

4.4 Otherwise, Tencent Cloud may terminate the Service, and you shall compensate Tencent Cloud for all the losses thus incurred.

## 5. Service Auditability

Tencent Cloud may provide relevant information, including the execution logs of key components and the operation records of OPS personnel and customers, as necessary to assist regulatory authorities with regulation, evidence collection, or investigation under the existing system of laws and regulations and after completing all the necessary formalities.

## 6. Service Measurement Accuracy

The fees for Tencent Cloud services are clearly indicated in the business contract and on the order page. You can select the specific service types and purchase them at the indicated price.

## 7. Miscellaneous

Tencent Cloud shall have the right to amend the provisions of this Agreement in due course or as necessary, and you can check the latest version of this Agreement on Tencent Cloud's official website.

If you do not agree to such amendments, you shall have the right to stop using the Service. By continuing to use the Service, you acknowledge that you agree to the amended Agreement.

This Agreement shall constitute a supplementary agreement to and have the same legal force and effect as the Tencent Cloud Service Agreement. Any issues not covered by this Agreement shall be governed by the Tencent Cloud Service Agreement. In case of any conflict or inconsistency between the provisions hereof and those of the Tencent Cloud Service Agreement, this Agreement shall prevail, but only to the extent of such conflict or inconsistency.



# Developer Services Monitor and Operations Service Level Agreement

Last updated : 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 (5<sup>th</sup>) 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

Last updated : 2022-10-10 11:38:13

**In order to use the Tencent Cloud Managed Service for Grafana (the “Service”), you shall read and comply with this Tencent Cloud Managed Service for Grafana Service Level Agreement (this “Agreement”) and the [Tencent Cloud Service Agreement](#).** This Agreement contains, among others, the terms and definitions of the Service, Service Availability and Service Availability Standard, Compensation Plan and Disclaimer of Liabilities. Please carefully read and fully understand each and every provision hereof, and the provisions restricting or disclaiming certain liabilities, or otherwise related to your material rights and interests, are in bold font or underlined or otherwise brought to your special attention.

Please do not purchase or use the Service unless and until you have fully read, and completely understood and accepted all the terms hereof. By clicking “Agree”/ “Next”, or by purchasing or using the Service, or by otherwise accepting this Agreement, whether express or implied, you are deemed to have read, and agreed to be bound by, this Agreement. This Agreement shall then have legal effect on both you and Tencent Cloud, constituting a binding legal document on both parties. For the purposes of these Terms of Service, “Tencent Cloud” refers to the applicable Tencent entity as set forth in the [Tencent Cloud Service Agreement](#).

## 1. Terms and Definitions

### 1.1 Tencent Cloud Managed Service for Grafana (TCMG)

Refers to a managed service developed by Tencent Cloud in collaboration with Grafana Lab, based on a popular open-source visualization project, Grafana. TCMG provides secure, operation-and-maintenance-free Grafana capabilities and built-in Tencent Cloud plug-ins for various data sources, such as Managed Service for Prometheus, Container Service, Logging Service, Graphite and InfluxDB, to achieve unified visualization of data. The specific services are subject to the services you have purchased and the service content provided by Tencent Cloud.

### 1.2 A Single Instance

Refers to a Grafana instance whose unit number is 1. The Service Availability (as defined below) shall be calculated based on a Single Instance.

### 1.3 Total Number of Minutes within Service Month(s) for a Single Instance

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

### 1.4 Service Unavailability for a Single Instance

Grafana's failure to display visualized data properly for reasons attributable to Tencent Cloud shall be deemed as Service Unavailability for a Single Instance.

### 1.5 Service Downtime Calculated in Minutes for a Single Instance

Service Downtime Calculated in Minutes for a Single Instance = the time when Service Unavailability for a Single Instance is fixed - the time when Service Unavailability for a Single Instance starts.

Service Downtime refers to the time period from the start of a service failure to the time the services are back to normal, including system maintenance time without prior notice. If the duration of a service failure lasts for more than 5 minutes, such duration would be counted as Service Downtime Calculated in Minutes. If the duration of a service failure lasts for less than 5 minutes (i.e., the duration of Service Unavailability for a Single Instance does not exceed 5 minutes), such duration wouldn't be counted as Service Downtime Calculated in Minutes.

### 1.6 Service Month(s)

Service Month(s) refers to the calendar month(s) within the term of the Service purchased by you. For example, if you purchase the Service for a term of three months starting from March 17, there will be four (4) Service Months (the first Service Month from March 17 to March 31, the second from April 1 to April 30, the third from May 1 to May 31, and the fourth from June 1 to June 16). The Service Availability will be calculated separately for each Service Month.

### 1.7 Monthly Service Fee

The Monthly Service Fee refers to the accumulated cash service fee you pay for a Single Instance within a Service Month, excluding the portion that has been purchased but not consumed yet, and the fees deducted by vouchers, coupons, service fee reduction or exemption, etc.

## 2. Service Availability

### 2.1 Calculation of Service Availability

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

### 2.2 Service Availability Standard

The Service Availability for the Service **shall be no less than 99.95%** ("Service Availability Standard"). If the Service fails to meet the Service Availability Standard (except under circumstances as set forth in the Article 4 (Disclaimer of Liabilities)), you may claim compensation in accordance with Article 3 of this Agreement (Compensation Plan).

Assuming that Total Number of Minutes within a Service Month for a Single Instance is 43,200 minutes (=30 × 24 × 60), Service Downtime Calculated in Minutes for a Single Instance shall be less than 21.6 minutes (=43,200 - 43,200 × 99.95%).

### 3. Compensation Plan

In respect of the Service, if the Service fails to meet the Service Availability Standard, you will be entitled to compensations in accordance with the following terms:

#### 3.1 Standards of Compensation

(1) Compensations will be made **in the form of voucher** by Tencent Cloud, and after receiving the voucher, you should use the voucher by abiding the voucher usage rules (including usage period, etc., subject to the voucher usage rules published on Tencent Cloud official website). Such voucher cannot be converted into cash, and no invoice will be issued with respect thereof. The voucher may only be used to purchase the Service by using your Tencent Cloud account, and you cannot use the voucher to purchase other services of Tencent Cloud, nor should you give the voucher to a third party for consideration or for free.

(2) If the Service fails to meet the Service Availability Standard in any Service Month, the amount of compensation shall be calculated for such Service Month independently, and **the aggregate amount shall be no more than the Monthly Service Fee you pay for the Service in the Service Month in which the Service fails to meet the Service Availability Standard** (the Monthly Service Fee refers to the actual amount you pay in cash, excluding the portion deducted by vouchers, coupons, service fee reduction or exemption, etc.).

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

#### 3.2 Time Limit for Compensation Application

(1) If the Service Availability in a Service Month fails to meet the Service Availability Standard, you may **apply for compensation only through the Tencent Cloud ticket system under your relevant account** after the fifth (5th) business day of the month immediately following such Service Month. Tencent Cloud will verify and ascertain your application upon receipt of such application. If there is any dispute over the calculation of the Service Availability for a Service Month, **both parties agree that the back-end record of Tencent Cloud shall prevail.**

(2) **You shall apply for compensation no later than the sixtieth (60th) calendar day following the end of the Service Month in which the Service fails to meet the Service Availability Standard.** If you fail to make any application within such period, or make the application after such period, or make the application by any means other than that agreed herein, it shall be deemed that you have voluntarily waived your right to apply for such compensation and any other rights you may have against Tencent Cloud, in which case Tencent Cloud has the right to reject your application for compensation and not to make any compensation to you.



### 3. Disclaimer of Liabilities

**If the service is unavailable due to any of the following reasons, the corresponding Service Downtime shall not be counted towards Service Unavailability period, and is not eligible for compensation by Tencent Cloud, and Tencent Cloud will not be held liable to you\*\*.\*\***

- 4.1 Any system maintenance with prior notice by Tencent Cloud, including system cutover, maintenance, upgrade and malfunction simulation test and other planned downtime.
- 4.2 Any failure or configuration adjustment of any network or equipment that is not a Tencent Cloud facility.
- 4.3 Any Service Unavailability caused by a third party other than Tencent Cloud, such as any Service Unavailability due to an attack by hackers or negligence of your third-party supplier.
- 4.4 Any loss or leakage of data, passcode or password due to your improper maintenance or confidentiality.
- 4.5 Any maloperation due to your negligence or any operation authorized by you, such as user-initiated reconstruction.
- 4.6 Any failure of you to abide by documentation or suggestions for using Tencent Cloud products.
- 4.7 The Service is unavailable or fails to meet the Service Availability Standard due to any reason not attributable to Tencent Cloud.
- 4.8 Any other circumstances in which Tencent Cloud will be exempted or released from its liabilities for compensation or otherwise according to applicable laws, regulations, agreements or rules, or rules or guidelines published by Tencent Cloud separately.
- 4.9 Any event of force majeure or accidents.

### 5. Miscellaneous

**5.1 The parties hereto acknowledge and agree that, for any losses incurred by you for the use of the Service due to any breach by Tencent Cloud, the aggregate liability of Tencent Cloud shall under no circumstance exceed the total service fees you have paid for the relevant Service which fails to meet the Service Availability Standard. If you have used the Service for more than 12 months, the total aggregate liability of Tencent Cloud shall not exceed the total service fees you have paid to Tencent Cloud for the Service which fails to meet the Service Availability Standard in the 12 months immediately preceding the date that event giving rise to the liability first occurred.**

5.2 Tencent Cloud has the right to amend the terms of this Agreement as appropriate or necessary in light of changes in due course. You may review the most updated version of relevant Agreement terms on the Tencent Cloud official website. If you disagree with such revisions made by Tencent Cloud to this Agreement, you have the right to cease

using the Service; by continuing to use the Service, you shall be deemed to have accepted this Agreement as amended.

5.3 As an ancillary agreement to the [Tencent Cloud Service Agreement](#), this Agreement is of the same legal effect as the [Tencent Cloud Service Agreement](#). In respect of any matter not agreed herein, you shall comply with relevant terms under the [Tencent Cloud Service Agreement](#). In case of any conflict or discrepancy between this Agreement and the [Tencent Cloud Service Agreement](#), this Agreement prevails to the extent of such conflict or discrepancy. (End)

# DSA Single Point of Contact

Last updated : 2024-02-19 19:10:16

## **DSA Single Point of Contact for EU Commission and Member State Authorities**

In compliance with Article 11 of the DSA, we have designated a specific channel for communications regarding the DSA with relevant regulatory bodies. All such authorities should direct their DSA related inquiries and correspondence to [dsa.enquiries@global.tencent.com](mailto: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](mailto:dsa.reach-us@global.tencent.com).

# Information Requests Europe

## Law Enforcement Data Request Guidelines

### Europe

Last updated : 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](mailto: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](mailto: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

Last updated : 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](mailto: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](mailto: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

Last updated : 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](mailto: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](mailto: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

Last updated : 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](mailto: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](mailto: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

Last updated : 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](mailto: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](mailto: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

Last updated : 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

Last updated : 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](mailto: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](mailto: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

Last updated : 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](mailto: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](mailto:CloudPolicy@tencent.com). Please note that we will not be responsive to unrelated enquiries.

# Privacy FAQs

Last updated : 2019-09-19 20:45:04

## 1.Introduction

We take your data privacy and security very seriously. Whether you are an individual user, a small business owner or a large corporation, we take steps to ensure that your content is stored and processed by us in a transparent way and using secure and reliable technology.

We understand that your trust is something we earn. As part of that process, we work to keep you informed of our data security policies and measures, as they may change over time.

These FAQs explain some basic principles that we apply to our provision of Tencent Cloud, particularly for those customers and prospective customers who have questions about how Tencent Cloud meets the requirements of data protection laws and other applicable regulations concerning data privacy and security.

These FAQs are intended to be a general overview and do not constitute legal advice. We urge you to consult with your own legal counsel to familiarise yourself with the requirements that govern your specific circumstances and to take advice as necessary.

For further information regarding Tencent Cloud's data privacy and security practices and these FAQs:

(a)Please review the Tencent Cloud Privacy and Data Processing Policy – which sets out how we collect, store and process your content on Tencent Cloud.

(b)Please contact our Customer Support team via phone at +86 4009 100 100, or online at <https://console.tencentcloud.com/workorder>. We would be pleased to discuss with you how we maintain the privacy and security of your content and answer any questions or concerns you may have.

## 2.Who owns and controls your content?

You do. All content that you upload to Tencent Cloud remains yours, and you remain in control of it.

We do not access or use your content for any purpose, other than for providing Tencent Cloud to you. For example, Tencent will not use your content for marketing purposes or perform analytics on your content.

You decide who may access your content and how that access is made available – Tencent makes available various security and authentication methods to help you with such efforts. Tencent delivers Tencent Cloud using commercially available internet connections and browser software. You (and any related users you choose to give access to your content) may log into Tencent Cloud using unique usernames and passwords.

### 3.Does Tencent share your content with third parties?

No. Tencent Cloud is designed to protect the security and confidentiality of your content. We will not share your content with anyone else other than in exceptional circumstances, such as where we believe we are legally required to do so (for example, if we are subject to a court order for disclosure), or where we need to do so in order to enforce or protect your rights, our own rights or the rights of other users.

Please consult our Tencent Cloud Terms of Service for further details of the limited circumstances in which we will disclose your content.

### 4.Where does Tencent store your content?

We offer you the right to select where your content is stored from a list of potential locations. All of our data centres meet industry-accepted technical and security standards.

If at any time we are no longer able to store your content in your selected location, we will notify you and offer you the alternative storage locations available at that time.

### 5.Does Tencent comply with data protection laws?

Yes. We have a comprehensive privacy and security programme directed at protecting your content, including your personal data (see below, **Q7. How does Tencent protect your content?**). We comply with our obligations under data protection laws.

Because we only process your content in order to provide Tencent Cloud to you in accordance with your instructions, we are considered a "data processor" (or the equivalent designation under data protection laws in your jurisdiction). While the law varies from jurisdiction to jurisdiction as to the obligations applicable to data processors, we comply with all obligations binding on us in our role as a data processor in providing Tencent Cloud to you.

### 6.How does Tencent help you comply with data protection laws when you use Tencent Cloud?

Because you maintain ultimate control over the collection and use of your content, you will be considered a "data controller" (or equivalent designation) under data protection laws in respect of your content that contains personal data. This means that you will need to comply with data protection laws when you use Tencent Cloud.

We have designed Tencent Cloud in a way that enables you to comply with your obligations. We do this by:

- (a) allowing you to maintain control over the manner in which your content is accessed and processed (see\*\* Q2. Who owns and controls your content?\*\*) ;
- (b) not sharing your content with third parties, except in accordance with our Terms of Service (see **Q3. Does Tencent share your content with third parties?**) ;
- (c) allowing you to choose the location of storage of your content (see Q4. Where does Tencent store your content?) ;
- (d) complying with applicable data protection laws (see **Q5. Does Tencent comply with data protection laws?**) ;
- and
- (e) maintaining industry-accepted security measures for the purpose of protecting your content (see **Q7. How does Tencent protect your content?**) .

Please note that data protection laws and regulations and how they are interpreted and enforced may change over time, and there may be other laws and regulations that apply to you. You should obtain legal advice to ensure that you are familiar with the requirements governing your use of data and other aspects of your business.

## 7. How does Tencent protect your content?

We have implemented a comprehensive privacy and security programme for the purpose of protecting your content. This programme includes the following:

**7.1 Data security.** We have designed and implemented the following measures to protect customer's data against unauthorised access:

- (a) standards for data categorisation and classification;
- (b) a set of authentication and access control capabilities at the physical, network, system and application levels;
- and
- (c) a mechanism for detecting big data-based abnormal behaviour.

*\*7.2 Network security.* \*We implement stringent rules on internal network isolation to achieve access control and border protection for internal networks (including office networks, development networks, testing networks and production networks) by way of physical and logical isolation.

**7.3 Physical and environmental security.** Stringent infrastructure and environment access controls have been implemented for Tencent Cloud's data centres based on relevant regional security requirements. An access control matrix is established, based on the types of data centre personnel and their respective access privileges, to ensure effective management and control of access and operations by data centre personnel.

**7.4 Incident management.** We operate active and real-time service monitoring, combined with a rapid response and handling mechanism, that enables prompt detection and handling of security incidents.

**7.5 Compliance with standards.** We comply with the following standards:

- (a) Information security management system – ISO 27001:2013.
- (b) IT service management – ISO/IEC 20000-1:2011.
- (c) Quality management system – ISO/IEC 9001:2015.

## 8. How does Tencent respond to regulatory requests for your content?

We may, from time to time, receive regulatory requests to disclose your content to regulators or law enforcement bodies. When we receive these requests, we take reasonable steps to query them and establish whether or not we are legally required to respond to them. When we are required to respond to such a request, we do everything we reasonably can to protect your confidentiality.

## 9. How can you protect your content?

Tencent Cloud provides a number of features that allow you to enhance the protection of your content. It is your responsibility to carefully select and use the features that are appropriate to you, in accordance with your own security policies. For example:

- (a) you can select the transmission method and transmission protocols for your data (e.g. HTTPS, SSH); and
- (b) you can select enhanced network security protection products such as dedicated access lines and IPSec VPN.

Please take steps to keep your (and your authorised users') account login credentials safe. Please change your Tencent Cloud account passwords regularly to reduce the risk of your account being improperly accessed. Passwords should be unique and be difficult for others to deduce. If you suspect an unauthorised person has accessed your Tencent Cloud account, please notify us immediately – until we disable your account after receiving such notification from you, you are responsible for all acts and omissions within your Tencent Cloud account.

# Cookies Policy

Last updated : 2024-01-10 16:23:58

This Cookies Policy applies to Tencent Cloud International and our website available at <https://www.tencentcloud.com/> (together, the “**Services**”). When you use the Services, we may use cookies log files, pixel tags, web beacons, scripts, eTags and similar files or technologies (collectively, “**cookies**”) to collect and store information we automatically collect about your device and use of the Services. This Cookies Policy explains what cookies are, what kind of cookies may be used in our Services and how you can manage cookies.

For the purposes of this Cookies Policy, “**we**”, “**us**” and “**our**” means Tencent Cloud Europe B.V. (in the case of persons located in the EEA, UK and Switzerland) and the entity you have contracted with as set out in the [Terms of Service](#) (in the case of persons located outside of the EEA, UK and Switzerland). For the purpose of any personal data we collect through cookies, we are the data controller.

Our representative in the EU for the purpose of EU data protection laws is Tencent Cloud Europe B.V., a company incorporated in the Netherlands with the registered address at Buitenveldertselaan 1-5, 1082 VA, Amsterdam, the Netherlands. Our EU representative and our data protection officer can be contacted here.

## 1. WHAT ARE COOKIES?

Cookies are text files which are placed on your device when a website is loaded on your browser. They are widely used in order to make websites work or work more efficiently, as well as to provide information to the owner of the site or to another site that recognizes that cookie.

### First party and third party cookies

Cookies can be first party or third party. A first party cookie is set directly by us to your device, whereas a third party cookie is set by a third party (such as analytics providers and our advertisers and business partners).

### Persistent and session cookies

Cookies can be persistent or session cookies depending on the time that they remain on your device. A persistent cookie is stored on your device after your web browser is closed or once your session ends. It can be used by the Services to recognize your device when you open your browser and use the Services again. A session cookie exists temporarily on your device while your browser is open. It is deleted automatically once you leave the website or close your browser.

In the European Economic Area, United Kingdom and Switzerland, we will only use non-essential cookies with your consent.

If you do not accept the use of cookies, please disable them using the instructions below and changing your browser settings so that cookies cannot be placed on your device.

## 2. WHAT KIND OF COOKIES DO WE USE?

The table(s) below explain the cookies used by us and our partners in connection with the Services.

### Strictly Necessary Cookies

These cookies are essential to the functioning of the Services, to provide a service requested by you or to comply with the law (e.g. security requirements of data protection laws). These cookies will be collected once our website is loaded on your browser and cannot be turned off as we cannot provide the Services without them.

Cookie	Cookie Name	Purpose	Duration
Tencent Cloud First Party	uin	To check your login status	Session
Tencent Cloud First Party	skey	To check your login status	Session
Tencent Cloud First Party	s_url	To check your login status	Session
Tencent Cloud First Party	qcmainCSRFToken	To protect security of your login	Session
Tencent Cloud First Party	OwnerUin	To indicate user identity	Session
Tencent Cloud First Party	Appid	To indicate user identity	Session

### Functionality Cookies

These cookies allow us to remember your preferences and choices you make on the site.

Cookie	Cookie Name	Purpose	Duration
Tencent Cloud First Party	language	To remember any selection a user has made about language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site.	180 days
Tencent Cloud First Party	intl_language	To remember any selection a user has made about language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site.	180 days
Tencent Cloud	Intl	To remember any selection a user has made about	180 days

First Party		language on the site, using the language selector, so that the site will be shown in their chosen language when returning to the site.	
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### Performance Cookies

These cookies allow us to collect information about your online activity, including behavioral data and content engagement. They allow us to provide you with a better user experience and to maintain, operate and continually improve the Services.

Cookie	Cookie Name	Purpose	Duration
Tencent Cloud First Party	intl_sid	For user statistics ID	365 days
Tencent Cloud First Party	qcloud_from	To identify the source of visiting users	90 days
Tencent Cloud First Party	qcloud_visitId	To analyse website statistics	Session
Tencent Cloud First Party	sajssdk_2015_cross_new_user	To identify new users who are visiting the webpage for the first time	until 11:59 p.m. of the same day
Tencent Cloud First Party	sensorsdata2015jssdkcross	To identify user, device settings and mode of entering the webpage, for the purposes of identifying first time visitors of the website on an annual basis.	2 years

## 3. HOW TO MANAGE OR DELETE COOKIES?

We use cookies when providing our Services to make sure you can use and enjoy our Services easily. Some of the cookies are essential and we cannot provide our Services without them, but there are others that can be turned off. You have the right to choose whether or not to accept non-essential cookies and we have explained how you can exercise this right below. However, please note that if you choose to refuse or, at a later stage, opt-out of certain cookies or other essential locally stored data, you may not be able to use the full functionality of the Services.

Most devices (in the case of mobile applications) and browsers (in the case of web apps and pages) allow you to change your cookie settings. These settings will typically be found in the “options” or “preferences” menu of your browser. This lets you control your cookie settings so that you can:

see what cookies or other locally stored data are used and delete them on an individual basis



block third party cookies  
block cookies from particular sites  
block all cookies from being set  
delete all cookies when you close your browser

For more information on how to manage popular browsers, please see below:

Cookie settings in Chrome for web and Android

Cookie settings in Safari web and iOS

[Cookie settings in Internet Explorer](#)

Cookie settings in Firefox

You can change the settings for the cookies we use in our Services at any time in our preference center.

### **How to opt out of third party cookie use**

If you want to reduce your settings at any time (for example, if you accept all cookies, but later decide you do not want a certain type of Cookie) you can use your browser settings to remove any third party cookies or similar technologies dropped on your previous visit. To opt out of Google Analytics' use of cookies, a Chrome browser add-on is available.

If you would like to find out more about cookies and their use on the Internet, you may find the following link useful: [All About Cookies](#).

## **4. CHANGES TO THIS COOKIES POLICY**

We will update this Cookies Policy to reflect changes in our practices and services. When we post changes to this Cookies Policy, we will revise the "Last Updated" date at the top of this Cookies Policy. If we make any material changes in the way we collect, use, and/or share information held in cookies, we will notify you by prominently posting notice of the changes when you log in to or use the Services. We recommend that you check this page from time to time to inform yourself of any changes to this Cookies Policy.

## **5. COOKIES THAT HAVE BEEN SET IN THE PAST**

If you have disabled one or more cookies, we may still use information collected from cookies prior to your disabled preference being set, however, we will stop using the disabled cookie to collect any further information.

## 6. CONTACT US

If you have any questions or comments about this Cookies Policy, please contact us via email at [cloudlegalnotices@tencent.com](mailto:cloudlegalnotices@tencent.com).

# Event Registration Instructions

Last updated : 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](#).