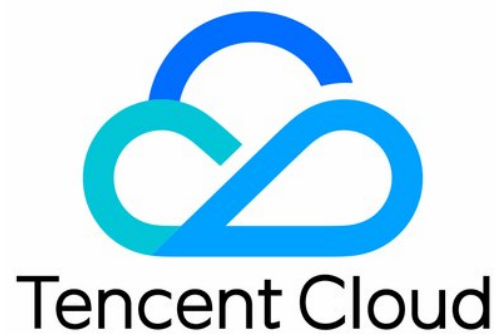


Terms and Policies

Tencent Cloud Policy

Product Introduction



Copyright Notice

©2013-2018 Tencent Cloud. All rights reserved.

Copyright in this document is exclusively owned by Tencent Cloud. You must not reproduce, modify, copy or distribute in any way, in whole or in part, the contents of this document without Tencent Cloud's the prior written consent.

Trademark Notice



All trademarks associated with Tencent Cloud and its services are owned by Tencent Cloud Computing (Beijing) Company Limited and its affiliated companies. Trademarks of third parties referred to in this document are owned by their respective proprietors.

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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Tencent Cloud Policy

Terms of Service

Last updated : 2018-05-24 20:43:42

1. THESE TERMS AND TENCENT CLOUD

Welcome to Tencent Cloud! Your use of Tencent Cloud is subject to these Terms of Service (these "Terms"). Thank you for reviewing these Terms – we hope you enjoy using Tencent Cloud.

1.1 Application of and compliance with these Terms

- a. Please review these Terms and our policies and instructions to understand how you can and cannot use Tencent Cloud. **You must comply with these Terms in your use of Tencent Cloud and only use Tencent Cloud as permitted by (and in compliance with) applicable laws and regulations (including laws related to data privacy and protection), wherever you may be when you use Tencent Cloud. By using Tencent Cloud, you agree to these Terms. If you do not agree to these Terms, you must not use Tencent Cloud.**
- b. In some countries, there are restrictions on your use of Tencent Cloud – it is your responsibility to ensure that you are legally allowed to use Tencent Cloud where you are located and that the data you wish to process and store in Tencent Cloud can legally and appropriately be processed and stored in Tencent Cloud. Please note that certain Tencent Cloud functionalities and features may not be available in some countries.
- c. We are not responsible for complying with any laws or regulations applicable to: (i) Your Content that you store on Tencent Cloud, or (ii) you (or your industry), that in each case are not directly and specifically applicable to us. We do not review or determine whether any of Your Content includes any information that is subject to any specific applicable laws or regulations or whether your use of Tencent Cloud to process and store Your Content is compliant with applicable laws or regulations.
- d. If you are under the age of 13, you must not use Tencent Cloud. If you are between the ages of 13 and 18 (or the relevant age in your jurisdiction where you are considered a minor), your parent or guardian must agree to these Terms (both for themselves and on your behalf) before you can use Tencent Cloud.
- e. If you are using Tencent Cloud on behalf of a company, partnership, association, government or other organisation (your "Organisation"), you represent and warrant that you are authorised to do so and that you are authorised to bind your Organisation to these Terms. In such circumstances, "you" will include your Organisation.
- f. We may translate these Terms into multiple languages. If there is any difference between the English version and any other language version of these Terms, the English version will apply (to the extent

permitted by applicable laws and regulations).

1.2 Our contracting entity and governing law for these Terms

- a. **Your location/place of habitual residence at the time of our agreement to these Terms determines: (i) the entity with which you are contracting under these Terms, and (ii) the governing law that applies to these Terms and your use of Tencent Cloud, as detailed below, provided that if you have selected the People's Republic of China as a Service Region, the provisions of Section 1.2(b) apply to your use of Tencent Cloud. For the purpose of these Terms, the People's Republic of China excludes the Hong Kong and Macau Special Administrative Regions of the People's Republic of China and Taiwan.**

Your location/place of habitual residence	Tencent's contracting entity	Governing law of these Terms
USA	Tencent Cloud LLC , a Delaware corporation registered company located at 251 First Street, Suite 310, Claremont, CA 91711.	California, USA – see USA Specific Terms for further details.
European Economic Area and Switzerland	Tencent Cloud Europe B.V. , a Dutch registered company located at Atrium Building, 8 th Floor, Strawinskylaan 3127, 1077 ZX, Amsterdam, the Netherlands	England – see EU Specific Terms for further details.
Rest of the world (other than USA, the European Economic Area, Switzerland or the People's Republic of China)	Aceville Pte Ltd , a Singapore-registered company located at 16 Collyer Quay, No. 1829, Level 18, Singapore 049318.	Hong Kong – see Section 23 for further details.
People's Republic of China	These Terms are not applicable.	These Terms are not applicable.

For the purposes of these Terms, “**we**”, “**our**” and “**us**” refers to the applicable contracting entity per above table.

- b. **If you choose a Service Region located in the People's Republic of China, your use of Tencent Cloud will be governed by (and you will be contracting with the Tencent entity set out in) the terms set out at the [PRC Terms](#).**
- c. **In addition, if you are a citizen or a habitual resident of South Korea, a country within the European Economic Area or Switzerland – please note that country-specific terms will apply to your use of**

Tencent Cloud (as detailed under Section 2.2). These country-specific terms will apply to you regardless of which Service Region you have chosen.

1.3 "Tencent Cloud"

For the purposes of these Terms, any reference to "Tencent Cloud" refers to Tencent Cloud services provided by or on behalf of us or our affiliate companies from time to time, including the following:

- a. all Tencent Cloud services made available to you by us, including at <http://intl.cloud.tencent.com> or any Tencent Cloud websites or software from time to time; and
- b. all Tencent Cloud-related APIs made available by us.

1.4 Service Regions

Certain Tencent Cloud services allow you to select a geographically defined service region in which we will store Your Content (a "**Service Region**"). Where a Service Region applies, we will store Your Content in your chosen Service Region. We may transfer and store Your Content for backup purposes in a location other than your Service Region. We take steps to protect your information when we do this. Please refer to the Data Privacy and Security Addendum for further information.

1.5 Contacting us

If you have:

- a. any general questions about, or if you wish to send us any legal notices in relation to, these Terms – please contact us via:
 - i. **email** – at cloudlegalnotices@tencent.com; or
 - ii. **postal mail** – at Level 29, Three Pacific Place, 1 Queen's Road East, Wanchai, Hong Kong (Attention: Legal Department); and
- b. any general questions about Tencent Cloud – please contact our Customer Support team via:
 - i. **phone** – at +86 4009 100 100; or
 - ii. **online** – by creating a ticket within the "**Tencent Cloud Customer Portal**" (being the customer portal to which you will have access upon completion of the sign up process for Tencent Cloud).

2. ADDITIONAL TERMS AND POLICIES

Tencent Cloud contains a diverse range of services and features, so there are additional terms and policies ("**Additional Terms and Policies**") that may be applicable to your use of all or part of Tencent Cloud. We will notify you of the Additional Terms and Policies from time to time, including as set out in this Section 2 and otherwise from time to time within Tencent Cloud. The Additional Terms and Policies notified to you from time to time all form part of and are incorporated into these Terms.

2.1 Feature-specific term

Feature-specific terms apply to specific Tencent Cloud uses and features. We will notify you of such feature-specific terms from time to time within Tencent Cloud.

2.2 Country-specific terms

In addition to the important information concerning Tencent's contracting entity and the governing law of these Terms set out in Section 1.2, please note that if you are a citizen or a habitual resident of any of the following countries, the applicable country-specific terms (as set out within these Terms) will also apply to your use of Tencent Cloud in the following circumstances:

- a. the European-Specific Terms apply if you are a citizen or habitual resident of a country in the European Economic Area; or
- b. the South Korea-Specific Terms apply if you are a citizen or habitual resident of the Republic of Korea (i.e. South Korea).

2.3 Policies

You must comply with the following terms and policies when you use Tencent Cloud:

- a. [Data Privacy and Security Addendum](#)- which sets out how we collect, store and process Personal Data forming part of Your Content
- b. Tencent Cloud [Privacy Policy](#) – which sets out how we collect, store and process Personal Information other than Customer Personal Information.
- c. [Acceptable Use Policy](#) – which sets out rules of good behaviour applicable to your use of Tencent Cloud.
- d. [Copyright Policy](#) – which sets out how we deal with copyright-related complaints.

2.4 Inconsistencies

Subject to applicable laws and regulations, and unless otherwise specified within these Terms or any Additional Terms and Policies, to the extent of any inconsistency between these Terms and any Additional Terms and Policies, the Additional Terms and Policies will apply to the extent of the relevant inconsistency.

3. CHANGES TO THESE TERMS

3.1 We may make changes to these Terms over time (for example, to reflect changes to Tencent Cloud or applicable laws and regulations), so please come back and review these Terms regularly.

3.2 Where we consider that any changes to these Terms are material and materially adverse to you, we will (where reasonably practicable or required by law) notify you (within Tencent Cloud, via direct

communication to you or by other means) prior to such changes becoming effective.

3.3 Changes to these Terms will take effect immediately upon being posted online on the Tencent Cloud website. **By continuing to use Tencent Cloud after we make any changes to these Terms, you are agreeing to be bound by the revised Terms.**

3.4 In order to:

- a. provide better services to you, we shall be entitled to check, repair, service, maintain or upgrade the service platform or related equipment on a regular or irregular basis (collectively, "**Routine Maintenance**"). We assume no liability to you for any interruption or suspension of Tencent Cloud services for any reasonable time periods caused by Routine Maintenance, provided that we notify you at least 24 hours in advance of such Routine Maintenance. We shall notify you as soon as is reasonably practicable of any non-Routine Maintenance attributable to reasons beyond our reasonable control, faults on the part of infrastructure operators or other reasons; and
- b. maintain or improve service security, stability and reliability, or otherwise protect or enhance our services, we may upgrade or relocate the machine rooms, servers, bandwidth, databases and other products used by you from time to time, and you shall cooperate accordingly. If a major change is involved (such as relocating the machine room), we shall give you at least 30 days' advance notice.

4. CHANGES TO TENCENT CLOUD

4.1. As Tencent Cloud evolves, we may from time to time (and subject to any express terms to the contrary in these Terms):

- a. add, change or remove features or services from Tencent Cloud (including in relation to whether a feature or service is free of charge or not), provide new versions and configurations of Tencent Cloud; and/or
- b. suspend, discontinue or terminate Tencent Cloud altogether.

You agree that we may take any such actions at any time.

4.2 Where we consider that any changes to Tencent Cloud are material and materially adverse to you, we will (where reasonably practicable or required by law) notify you (within Tencent Cloud, via direct communication to you or by other means) prior to such changes becoming effective.

4.3 **By continuing to use Tencent Cloud after we make any change to it, you are agreeing to such change.**

5. YOUR ACCOUNT

5.1 You may need to create an account with us in order to access and use Tencent Cloud.

5.2 Any account that you open with us is personal to you and you are prohibited from gifting, lending, transferring or otherwise permitting any other person to access or use your account. Your account name, user ID and other identifiers you adopt within Tencent Cloud remain our property and we can disable, reclaim and reuse these once your account is terminated or deactivated for any reason.

5.3 You are responsible for:

- a. safeguarding your account details, including any passwords used to access your account and Tencent Cloud, and
- b. all use of Tencent Cloud under your account, including any purchases made and/or payment obligations arising under your account.

You must promptly notify us (by contacting our Customer Support team) if you know or suspect that your password or account has been compromised. We will regard all use of your account on Tencent Cloud as being by you, except where we have received and acknowledged your notification to us regarding your account or password being compromised.

5.4 We may allow you to register for and login to Tencent Cloud using sign-on functionalities provided by third party platforms, such as Facebook or Google. You agree to comply with the relevant third party platform's terms and conditions applicable to your use of such functionalities (in addition to these Terms).

6.PAYMENTS

6.1 You may, from time to time, make payments to us as part of your use of Tencent Cloud (including for the provision of Tencent Cloud or provision of certain additional features within Tencent Cloud), on a prepaid or postpaid basis (as set out within Tencent Cloud). We may set out further Additional Terms and Policies applicable to such payments (including in relation to refunds (if any), billing arrangements and any consequences of failing to make timely payments). You must comply with all such terms in relation to your payments to us. You agree that you are solely responsible for payment of all fees and all taxes associated with any such payments and you will pay any such taxes invoiced to you by us from time to time. All payments made by you shall be made free and clear of and without deduction for any tax. 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 thirty (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.

6.2 If you are paying charges to us on a prepaid basis – you will be charged the relevant amount for the prepaid period at the time of purchase as a single lump sum.

6.3 If you are paying us charges on a postpaid basis – we will invoice you on a monthly basis (unless

another period is agreed with you) for any charges (or other amounts) incurred by you in relation to your use of Tencent Cloud during the previous month. You agree that:

- a. we will send all invoices to you via your Tencent Cloud Customer Portal; and
- b. you agree to pay all such invoiced amounts within 30 days from the date of the relevant invoice, using any of the payment methods that we allow you to use.

6.4 If we do not receive your payment of any amounts due from you for any reason, we may terminate or suspend our provision of Tencent Cloud to you.

6.5 We may from time to time make available to you payment methods for automatic, recurring or subscription-based charges. Where we do so, you agree that (subject to applicable laws and regulations):

- a. such purchases or payments are generally made by you on an advance prepaid basis. We will notify you of all automatic renewals before they occur;
- b. you authorise us to:
 - i. save your chosen payment method's information (e.g. credit card information) on our systems; and
 - ii. bill your chosen payment method for the relevant time-periods as authorised by you;
- c. if any payment made via your chosen payment method is rejected, denied, not received by us or returned unpaid for any reason:
 - i. we may suspend or terminate our provision of the relevant Tencent Cloud product or service until payment is properly processed; and
 - ii. 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
- d. we will provide you with further instructions within Tencent Cloud regarding how you may update or cancel the relevant payment method.

6.6 We may change or introduce any charges for Tencent Cloud at any time after prior notice by publication within Tencent Cloud. Any such changed or introduced charges will apply to your use of Tencent Cloud (or relevant part of Tencent Cloud) immediately, except that:

- a. if you are on a month-by-month Tencent Cloud subscription, as part of your next monthly billing cycle 14 days after such publication date has elapsed; and
- b. if you are on a fixed-term Tencent Cloud subscription, at the conclusion of your then-current fixed term. If you do not accept such change to the charges, we may be unable to provide Tencent Cloud (or the relevant part of Tencent Cloud) to you after the expiry of your then-current fixed term.

6.7 SUBJECT TO:

- a. MANDATORY APPLICABLE LAWS AND REGULATIONS; OR
- b. (b)AS OTHERWISE SPECIFIED BY US IN THESE TERMS OR FOR A PARTICULAR ITEM OR SERVICE WITHIN TENCENT CLOUD,

IN NO CIRCUMSTANCES WILL WE BE REQUIRED TO PROVIDE A REFUND FOR ANY PAYMENTS MADE BY YOU TO US IN RELATION TO ANY ITEMS OR SERVICE WITHIN TENCENT CLOUD (WHETHER USED OR UNUSED).

6.8 If you believe that we have charged you in error, and subject to applicable laws and regulations:

- a. you must contact us within 30 days of the date of the relevant charge; and
- b. no refunds will be given for any erroneous charges after such 30 day period.

6.9 We may process payments from you in Tencent Cloud via a third party service, and we may provide your relevant information to such third parties to process your payments. You agree to comply with that relevant third party's terms and conditions in relation to the payment processing service, as further set out in Section 16 below.

7. YOUR CONTENT

7.1 When you submit, upload, transmit or display any data, information, media or other content in connection with your use of Tencent Cloud ("**Your Content**"):

- a. we will only access and process Your Content for the purpose of providing you with Tencent Cloud and as otherwise in accordance with these Terms; and
- b. in relation to any Personal Data (as defined in the Data Privacy and Security Addendum) forming part of Your Content, we will only act as a data processor, data intermediary, vendor or service provider (if you are a business entity) or similar designation made under applicable laws and regulations for parties that only process Personal Data for the purposes instructed by others.

7.2 You give us and our affiliate companies and sub-contractors a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use and copy Your Content to provide Tencent Cloud (and the features and services within Tencent Cloud) to you and as otherwise in accordance with these Terms. You do not otherwise grant us any rights in Your Content, except as otherwise agreed between you and us.

7.3 In addition, you agree that we and our affiliate companies and sub-contractors (subject to these Terms, the Data Privacy and Security Addendum and applicable laws and regulations):

- a. may be required to retain or disclose Your Content in order to:
 - i. comply with applicable laws or regulations;
 - ii. comply with a court order, subpoena or other legal process;
 - iii. respond to a lawful request by a government authority, law enforcement agency or similar government body (whether situated in your jurisdiction or elsewhere); or
 - iv. take steps we believe are reasonably necessary in order to comply with applicable laws or regulations,

- and for each of sub-paragraphs (i) to (iv) above, whether the relevant applicable law or regulation, legal process or government body is that of your jurisdiction or elsewhere;
- b. may retain or disclose Your Content where we reasonably believe we should or must do so in order to protect our or your legal rights;
 - c. may retain or disclose Your Content in association with the consideration, negotiation, or completion of a corporate transaction in which we or our affiliate companies acquire or are acquired by or merged with another company or we sell, liquidate, or transfer all or a portion of our business assets, in each case, for the purpose of the continued provision of Tencent Cloud or any successor service; and
 - d. may be required to retain or disclose Your Content in order to enforce these Terms or to protect our, our affiliate companies' and/or other Tencent Cloud users' rights, property or safety.

7.4 You acknowledge that even if you seek to delete Your Content from Tencent Cloud, it may as a technical and administrative matter take some time or not be possible to achieve this – for example, we may not be able to prevent any third party from storing or using any of Your Content that you have made public via Tencent Cloud.

7.5 We reserve the right to block or remove (or require you to block or remove) Your Content for any reason, including as is in our opinion appropriate or as required by applicable laws and regulations or as otherwise in accordance with our Tencent Cloud Copyright Policy.

8. RESPONSIBILITY AND SECURITY FOR YOUR CONTENT

8.1 You are solely responsible for Your Content. We are not responsible for maintaining a backup of Your Content – we recommend that you keep a back-up copy of it at all times.

8.2 You must at all times ensure that:

- a. you have the rights required to copy, process, transmit, access, publish, display and use Your Content, and to grant us and other third parties the rights as set out in these Terms; and
- b. Your Content (and our use of Your Content in accordance with these Terms) does not infringe or violate any applicable laws or regulations or the rights of any person.

8.3 We will comply with any of our security and processing-related obligations as expressly set out in these Terms (including the Data Privacy and Security Addendum). Otherwise, we have no security, protection or processing-related obligations in relation to Your Content, and you are responsible for properly configuring Tencent Cloud and ensuring that Your Content is appropriately secured and protected.

9. RESPONSIBILITY FOR END USERS

9.1 Where you or any third party, directly or indirectly:

- a. access or use Your Content; or
- b. otherwise access or use Tencent Cloud under your account (collectively, you and such third parties being "**End Users**"),

you agree to the following:

- c. you are responsible for all End Users' access and use of Your Content and Tencent Cloud;
- d. you will ensure that all End Users comply with your obligations under these Terms and that any agreements you have with each End User are consistent with these Terms. If you become aware of any End Users not complying with your obligations under these Terms, you will immediately terminate such End Users' access to Your Content and Tencent Cloud;
- e. we do not make any representations or guarantees in relation to End Users' access to or use of Your Content (including End Users being able to access or use Your Content at any time or from any particular location); and
- f. we will not provide any support services to any End Users, unless as otherwise agreed by us in writing.

10. INFRINGEMENT OF COPYRIGHT

If you have a copyright-related complaint about any content posted within Tencent Cloud, please follow the instructions set out in our Tencent Cloud Copyright Policy.

11. ADVERTISING CONTENT ON TENCENT CLOUD

11.1 Tencent Cloud may include advertising or commercial content. You agree that:

- a. we may integrate, display and otherwise communicate advertising or commercial content in Tencent Cloud and that (where reasonably practicable) we will identify the commercial nature of such advertising or commercial content; and
- b. we may use targeted advertising to try to make advertising more relevant and valuable to you.

11.2 All advertising or commercial content within Tencent Cloud will be provided in accordance with the Tencent Privacy Policy.

12. OUR INTELLECTUAL PROPERTY RIGHTS

12.1 All intellectual property rights in or to Tencent Cloud or any software downloaded by you from us in connection with your use of Tencent Cloud (this software, together with any updates, upgrades and new versions to it from time to time and together with any APIs made available to you in connection with Tencent Cloud from time to time, being the "**Tencent Cloud Software**"), will continue to belong to us and our licensors. Except as expressly provided in these Terms, you have no right to use our intellectual property rights, including our trademarks or product names (for example, "Tencent", "Tencent Cloud" or "WeChat"), logos, domain names or other distinctive brand features, without our prior written consent. Any comments or suggestions you may provide regarding Tencent Cloud are entirely voluntary and we will be free to use these comments and suggestions at our discretion (including using such comments to improve existing services or create new services) without any payment or other obligation to you.

12.2 We grant you a limited, personal, non-exclusive, non-sublicensable, non-transferrable, royalty-free and revocable licence to use Tencent Cloud and any Tencent Cloud Software, solely in accordance with these Terms and subject to any other instructions as provided by us to you in relation to your use of Tencent Cloud and/or the Tencent Cloud Software from time to time.

12.3 You may not copy, modify, create derivative works, reverse compile, reverse engineer or extract source codes from Tencent Cloud or the Tencent Cloud Software, and you may not sell, distribute, redistribute or sublicense Tencent Cloud or the Tencent Cloud Software except, in each case, to the extent that we may not prohibit you from doing so under applicable laws and regulations or you have our prior written consent to do so. Where applicable laws and regulations entitle you to reverse compile or extract source codes from Tencent Cloud Software, you will first contact us to request the information you need.

12.4 We may from time to time provide updates to the Tencent Cloud Software. Such updates may occur automatically or manually. Please note that Tencent Cloud may not operate properly or at all if upgrades or new versions are not installed by you. We do not guarantee that we will provide any updates for any Tencent Cloud Software, or that such updates will continue to support your device, system or business needs. All updates to the Tencent Cloud Software are part of the Tencent Cloud Software and subject to these Terms, except as otherwise specified by us.

12.5 For the purpose of these Terms, "Tencent Cloud Software" includes any APIs we make available to you for use in connection with Tencent Cloud or the Tencent Cloud Software. You must comply with any Additional Terms and Policies applicable to such APIs.

13. TECHNICAL SPECIFICATIONS AND SUPPORT

13.1 We will provide Tencent Cloud:

- a. in accordance with any technical specifications, including any Service Level Agreements applicable to the Tencent Cloud service you have procured, and any technical specifications expressly set out within Tencent Cloud; and
- b. otherwise, using reasonable care and skill.

13.2 We will not provide any technical support for Tencent Cloud, unless separately agreed with you in writing

14. OPEN SOURCE SOFTWARE

Certain Tencent Cloud Software may contain software that is subject to “open source” licences (the “**Open Source Software**”). Where we use Open Source Software, please note that:

- a. there may be provisions in the Open Source Software's licence that expressly override these Terms, in which case such provisions will prevail to the extent of any conflict with these Terms; and
- b. we will credit the relevant Open Source Software used in Tencent Cloud Software within an Appendix to these terms and/or within the relevant Tencent Cloud Software.

15. ACCESS TO YOUR DEVICE

15.1 In order for us to provide Tencent Cloud to you, we may require access to and/or use of your relevant device (e.g. mobile phone, tablet or desktop computer). For example, we may need to access your device's processor and storage to complete a Tencent Cloud Software installation, or we may need to access your contact list to enable content sharing functions within Tencent Cloud.

15.2 We will provide further information regarding how Tencent Cloud accesses your device within Tencent Cloud or in another manner (e.g. via the relevant app store as part of the installation process for Tencent Cloud on your device). You agree to give us such access to your device for these purposes, and you acknowledge that if you do not provide us with such right of access, we may not be able to provide Tencent Cloud (or certain features within Tencent Cloud) to you.

15.3 You agree that we may use or access Personal Information (as defined in the Tencent Cloud Privacy Policy) within your device in the course of providing Tencent Cloud to you, and that any Personal Information that we use or access within your device will be treated in accordance with the Tencent Cloud Privacy Policy.

16. THIRD PARTY SOFTWARE, CONNECTIVITY AND THIRD PARTY CHARGES

16.1 You are solely responsible for any software (whether your own software or software supplied by third parties) used by you in connection with your use of Tencent Cloud ("Third Party Software").

16.2 Please note that we are not responsible for and are not liable for any damages or losses arising from your use of the Third Party Software and we do not endorse, support or guarantee the quality, reliability

or suitability of any Third Party Software.

16.3 You must comply with any terms and conditions applicable to Third Party Software.

16.4 We do not provide any technical support for any Third Party Software. Please contact the relevant supplying third party for such technical support.

16.5 You will need an adequate internet connection in order to authenticate your Tencent Cloud account or use Tencent Cloud. You may also be required to activate certain functionalities within Tencent Cloud in the manner described within Tencent Cloud. You may not be able to use certain features within Tencent Cloud if you do not comply with such requirements.

16.6 Please note that we are not responsible for any third party charges you incur (including any charges from your internet and telecommunication services providers) in relation to or arising from your use of Tencent Cloud or Tencent Cloud Software.

17. WARRANTY AND DISCLAIMER

17.1 IN SOME JURISDICTIONS (INCLUDING IN THE EUROPEAN UNION), CONSUMERS HAVE CERTAIN STATUTORY RIGHTS INCLUDING IN RELATION TO THE PROVISION OF SERVICES. AS SUCH, SOME OF THE DISCLAIMERS IN THIS SECTION 17 MAY NOT APPLY TO YOU TO THE EXTENT SUCH STATUTORY RIGHTS MAY NOT BE EXCLUDED OR WAIVED UNDER THE LAWS OF YOUR JURISDICTION.

17.2 TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, AND EXCEPT AS EXPRESSLY SET OUT OTHERWISE IN THESE TERMS, TENCENT CLOUD (INCLUDING ANY TENCENT CLOUD SOFTWARE) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND NEITHER WE NOR ANY OF OUR AFFILIATE COMPANIES MAKE ANY REPRESENTATION OR WARRANTY OR GIVE ANY UNDERTAKING IN RELATION TO TENCENT CLOUD, ANY TENCENT CLOUD SOFTWARE OR ANY DATA, MEDIA OR OTHER CONTENT SUBMITTED, UPLOADED, STORED, TRANSMITTED OR DISPLAYED THROUGH TENCENT CLOUD, INCLUDING:

- a. ANY REPRESENTATION, WARRANTY OR UNDERTAKING THAT TENCENT CLOUD OR TENCENT CLOUD SOFTWARE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR FREE FROM VIRUSES;
- b. THAT TENCENT CLOUD OR TENCENT CLOUD SOFTWARE WILL BE COMPATIBLE WITH YOUR NETWORKS, SYSTEMS, APPLICATIONS, HARDWARE OR DEVICES; OR
- c. THAT TENCENT CLOUD OR TENCENT CLOUD SOFTWARE WILL BE OF MERCHANTABLE OR REASONABLE QUALITY, FIT FOR A PARTICULAR PURPOSE OR WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, YOU WAIVE ANY AND ALL IMPLIED REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.

18. LIABILITY FOR TENCENT CLOUD

18.1 THE TOTAL AGGREGATE LIABILITY OF US AND OUR AFFILIATE COMPANIES (INCLUDING ALL PRESENT AND FUTURE AFFILIATES) FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR TENCENT CLOUD (INCLUDING ANY TENCENT CLOUD SOFTWARE), WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STATUTORY DUTY OR OTHERWISE WILL BE LIMITED TO THE GREATER OF THE FOLLOWING AMOUNTS:

- a. THE CHARGES THAT YOU HAVE PAID TO US FOR YOUR USE OF TENCENT CLOUD OR TENCENT CLOUD SOFTWARE TO WHICH THE CLAIM RELATES IN THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM AROSE; AND
- b. USD100 (ONE HUNDRED US DOLLARS).

18.2 SUBJECT TO SECTION 18.4, WE AND OUR AFFILIATE COMPANIES (INCLUDING ALL PRESENT AND FUTURE AFFILIATES) WILL NOT BE LIABLE FOR ANY OF THE FOLLOWING (EXCEPT THAT IN JURISDICTIONS WHERE SOME TYPES OF EXCLUSIONS OF LIABILITY ARE NOT PERMITTED IN RELATION TO CONSUMER CONTRACTS, WE ARE RESPONSIBLE TO CONSUMERS ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE CONSEQUENCE OF US BREACHING THESE TERMS):

- a. IN CONNECTION WITH THESE TERMS OR TENCENT CLOUD OR TENCENT CLOUD SOFTWARE, FOR ANY DAMAGES OR LOSSES CAUSED BY:
 - i. ANY NATURAL DISASTER SUCH AS FLOODS, EARTHQUAKES OR EPIDEMICS;
 - ii. ANY ACT OF WAR, TERRORISM, RIOT, REVOLUTION OR OTHER DISRUPTIVE CIVIL OR GOVERNMENT ACTION BEYOND OUR REASONABLE CONTROL;
 - iii. ANY COMPUTER VIRUS, TROJAN HORSE OR OTHER DAMAGE CAUSED BY MALWARE OR HACKERS;
 - iv. ANY MALFUNCTION OR FAILURE OF OUR SOFTWARE, SYSTEM, HARDWARE OR CONNECTIVITY ARISING FROM CIRCUMSTANCES OUTSIDE OUR CONTROL OR YOUR SOFTWARE;
 - v. ANY MALFUNCTION OR FAILURE OF YOUR NETWORKS, SOFTWARE, SYSTEMS, HARDWARE OR CONNECTIVITY;
 - vi. FAILURE TO SAVE OR BACK UP ANY DATA OR OTHER CONTENT;
 - vii. IMPROPER OR UNAUTHORISED USE OF TENCENT CLOUD OR TENCENT CLOUD SOFTWARE;
 - viii. YOUR USE OF TENCENT CLOUD OR TENCENT CLOUD SOFTWARE IN BREACH OF THESE TERMS; OR
 - ix. ANY REASONS BEYOND OUR REASONABLE CONTROL OR PREDICTABILITY;
- b. ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES; AND/OR
- c. ANY LOSS OF USE, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF GOODWILL, LOSS OF CONTENT OR LOSS OF DATA.

18.3 Nothing in these Terms limits or excludes any of the following liabilities of either party:

- a. any liability for fraud or fraudulent misrepresentation;

- b. any liability for negligently caused death or personal injury; or
- c. any other liability to the extent that such liability cannot be waived, limited or excluded under applicable laws or regulations.

18.4 NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY OF YOUR STATUTORY RIGHTS IN YOUR JURISDICTION (INCLUDING ANY RIGHTS UNDER APPLICABLE CONSUMER PROTECTION REGULATION), TO THE EXTENT SUCH STATUTORY RIGHTS MAY NOT BE EXCLUDED OR WAIVED UNDER APPLICABLE LAWS OR REGULATIONS.

18.5 YOU AGREE THAT YOU (AND YOUR ORGANISATION, IF YOU ARE USING TENCENT CLOUD OR TENCENT CLOUD SOFTWARE ON BEHALF OF SUCH ORGANISATION) INDEMNIFY, DEFEND AND HOLD HARMLESS US AND OUR AFFILIATE COMPANIES (INCLUDING ALL PRESENT AND FUTURE AFFILIATES) FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, DEMANDS, DAMAGES, DEBTS, LOSSES, COSTS, EXPENSES (INCLUDING LITIGATION COSTS AND ATTORNEYS' FEES) AND LIABILITIES, WHETHER DIRECT OR INDIRECT, ARISING FROM OR RELATING TO:

- a. YOUR CONTENT;
- b. YOUR USE OF TENCENT CLOUD OR TENCENT CLOUD SOFTWARE IN BREACH OF THESE TERMS;
- c. END USER'S USE OF TENCENT CLOUD OR TENCENT CLOUD SOFTWARE IN BREACH OF THESE TERMS;
OR
- d. ANY OTHER BREACH BY YOU OF THESE TERMS.

19. NO LIABILITY FOR THIRD PARTIES

19.1. As set out in Section 16 of these Terms, various third parties may provide certain content, services or software within Tencent Cloud.

19.2 THESE TERMS GOVERN THE RELATIONSHIP BETWEEN YOU AND US (AND, WHERE RELEVANT, OUR AFFILIATE COMPANIES). YOUR DEALINGS WITH ALL THIRD PARTIES (INCLUDING PROVIDERS OF THIRD PARTY SOFTWARE AND THOSE THIRD PARTIES FOUND THROUGH, PROMOTED THROUGH, ACCESSED VIA HYPERLINK THROUGH OR OTHERWISE THROUGH TENCENT CLOUD), ARE SOLELY BETWEEN YOU AND THE RELEVANT THIRD PARTY. SUBJECT TO MANDATORY APPLICABLE LAWS AND REGULATIONS, WE AND OUR AFFILIATE COMPANIES HAVE NO LIABILITY TO YOU IN RELATION TO ANY THIRD PARTIES (INCLUDING ANY CONTENT, SERVICES OR SOFTWARE PROVIDED BY SUCH THIRD PARTIES WITHIN TENCENT CLOUD), NOTWITHSTANDING YOUR ENGAGEMENT WITH ANY SUCH THIRD PARTIES THROUGH TENCENT CLOUD.

20. SUSPENSION AND TERMINATION

20.1 These Terms will apply to your use of Tencent Cloud until your access to Tencent Cloud is terminated by either you or us.

20.2 We may suspend or terminate your access to your account or any or all of Tencent Cloud:

- a. if we reasonably believe that you have breached these Terms;
- b. if your use of Tencent Cloud creates risk for us or for other users of Tencent Cloud, gives rise to a threat of potential third party claims against us or is potentially damaging to our reputation;
- c. if you fail to use Tencent Cloud for a prolonged period;
- d. if such suspension or termination is required due to applicable laws and regulations; or
- e. for any other reason in our sole and absolute discretion.

Where reasonably practicable, we will give you notice of any suspension or termination.

20.3 Consequences of suspension

If we suspend your access to any or all of Tencent Cloud:

- a. you remain responsible for all charges 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);
- b. you remain responsible for any applicable charges for any part of Tencent Cloud to which you continue to have access; and
- c. you will not be entitled to any service credits under any applicable Service Level Agreement for any period of suspension.

20.4 Consequences of termination

- a. If your access to Tencent Cloud is terminated (in whole or in part) by you or us, you agree that:
 - i. all of your rights under these Terms will terminate;
 - ii. you remain responsible for all charges accrued through the date of termination (including where the charges were incurred before termination date but performance of the relevant obligations were after the termination date); and
 - iii. you will immediately: (1) permanently delete all copies of Tencent Cloud Software to which the termination relates; and (2) cease accessing and using any such Tencent Cloud Software.
- b. You agree that following termination of these Terms:
 - i. we will only retain and use Your Content in accordance with the relevant express provisions of these Terms (including the Data Privacy and Security Addendum); and
 - ii. otherwise, we do not make any representation or guarantee that we will be able to return any of Your Content back to you and we may permanently delete Your Content without notice to you at any time after termination.
- c. Please ensure that you regularly back up Your Content.

21. CONFIDENTIAL INFORMATION

You may use any Confidential Information we provide to you for the sole purpose of you using Tencent Cloud as permitted under these Terms, and you will not otherwise use or disclose any such Confidential Information. You will take all reasonable measures to protect our Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not misrepresent the relationship between us or express or imply any relationship or affiliation between us and you or any other person or entity (including implying that we sponsor you in any way), except as expressly permitted by these Terms. "**Confidential Information**" for the purposes of these Terms means any information disclosed by us (or our affiliate companies or agents) to you (or your affiliate companies or agents) that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

22. GENERAL

22.1 These Terms set out the entire agreement between you and us in relation to Tencent Cloud and Tencent Cloud Software – you agree that you have not relied on, and will have no claim against us for, any statement which is not explicitly set out in these Terms. The words "include" and "including" are to be construed without limitation. The invalidity of any provision of these Terms (or parts of any provision) will not affect the validity or enforceability of any other provision (or the remaining parts of that provision). If a court holds that we cannot enforce any part of these Terms as drafted, we may replace those terms with similar terms to the extent enforceable under applicable laws and regulations, without changing the remaining terms of these Terms. No delay in enforcing any provision of these Terms will be construed to be a waiver of any rights under that provision. Any rights and obligations under these Terms which by their nature should survive, including any obligations in relation to the liability of or indemnities (if any) given by the respective parties, will remain in effect after termination or expiration of these Terms.

22.2 No person other than you and us will have any right to enforce these Terms, whether pursuant to the Contracts (Rights of Third Parties) Ordinance, any other statutory rights in your jurisdiction or otherwise. You may not delegate, assign or transfer these Terms or any rights or obligations under these Terms without our prior written consent. We may freely assign or transfer these Terms or our rights and obligations under these Terms, in whole or in part, without your prior consent or any notice to you. We may freely sub-contract any part of our performance of these Terms at any time, without your consent or any notice to you.

23. GOVERNING LAW AND DISPUTE RESOLUTION

Except to the extent that:

23.1 any applicable additional terms incorporated into these Terms provide differently; or

23.2 the applicable laws and regulations of your jurisdiction mandate otherwise (for example, you may have statutory rights in your jurisdiction in relation to bringing or defending claims in a local court (including small claims court)),

the following terms apply:

23.3 these Terms and any dispute or claim arising out of or in connection with these Terms will be governed by the law of the Hong Kong Special Administrative Region; and

23.4 any dispute, controversy or claim (whether in contract, tort or otherwise) arising out of, relating to, or in connection with these Terms, including their existence, validity, interpretation, performance, breach or termination, will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of the arbitration will be Hong Kong. There will be one arbitrator only. The arbitration proceedings will be conducted in English.

TENCENT CLOUD TERMS OF SERVICE (USA-SPECIFIC TERMS)

If pursuant to Section 1.2 you are contracting with [insert US contracting entity] for Tencent Cloud, the following terms replace Section 23 of these Terms:

Any dispute, controversy or claim (whether in contract, tort or otherwise) between us and you, arising out of, relating to, or in connection with these Terms will be governed by and take effect in accordance with the laws of California. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts of California, for all disputes arising out of or relating to these Terms that are heard in court (excluding arbitration).

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

In the event of a dispute, you and we agree to try for sixty (60) days to resolve it informally. If you and we are unable to come to informal resolution within sixty (60) days, you and we agree to binding individual arbitration before the American Arbitration Association ("**AAA**") under the Federal Arbitration Act ("**FAA**") (with such arbitration to be conducted under the AAA's Commercial Arbitration Rules), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed, and nor is combining individual proceedings without the consent of all parties. These Terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules. You and we must file in arbitration any claim or dispute (except intellectual property

disputes) within one year from when it first could be filed. If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts will not be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of these provisions regarding arbitration is found to be illegal or unenforceable, that provision will be severed but the rest of these provisions regarding arbitration will still apply.

If you are a California resident, then (except to the extent prohibited by applicable laws and regulations) you agree to waive California Civil Code Section 1542, and any similar provision in any other jurisdiction (if you are a resident of such other jurisdiction), which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favour at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor".

TENCENT CLOUD TERMS OF SERVICE (EUROPEAN-SPECIFIC TERMS)

If you are a user of Tencent Cloud in the European Economic Area and you are a natural person who is acting for purposes which are outside your trade, business, craft or profession as defined under the EU Directive 2011/83/EU on consumer rights, the below Additional Terms and Policies: (a) are incorporated into these Terms; (b) apply to your use of Tencent Cloud; and (c) override the head terms of these Terms to the extent of any inconsistency.

Right of withdrawal

(e) You have the right to withdraw from these Terms within 14 days without giving any reason.

(f) The withdrawal period will expire after 14 days from the day on which these Terms are agreed.

(g) To exercise the right of withdrawal, you must notify us (within the 14 day period referenced in paragraph (b) above) of your decision to withdraw from these Terms by: (i) an unequivocal statement, and (ii) notifying our Customer Support team via the contact details set out at Section 1.5(b) of these Terms.

You may use the below model withdrawal form, but it is not obligatory.

(h) To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

(a) If you withdraw from these Terms before the withdrawal period has completed, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from these Terms. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

(b) If you request to receive access to Tencent Cloud before the withdrawal period has completed, you will lose your right of withdrawal.

Model withdrawal form

—

To: Tencent Cloud Europe B.V.

—

I hereby give notice that I withdraw from my contract for the provision of the following service,

—

Ordered on ⁽¹⁾/received on⁽¹⁾,

—

Name of consumer(s),

—

Address of consumer(s),

—

Signature of consumer(s) (only if this form is notified on paper),

—

Date

⁽¹⁾ Delete as appropriate.

Dispute Resolution

Notwithstanding Section 23(d) of these Terms, any dispute, controversy or claim (whether in contract, tort or otherwise) between us and you, arising out of, relating to, or in connection with these Terms will be governed by and take effect in accordance with the laws of England. Subject to any statutory rights you may have as a consumer for a court in your country to have jurisdiction, the courts of England and Wales have exclusive jurisdiction to settle any claim or dispute which may arise in any way whatsoever (whether in contract, tort or otherwise) out of or in connection with these Terms and the Additional Terms and Policies incorporated into them.

TENCENT CLOUD TERMS OF SERVICE (SOUTH KOREA-SPECIFIC TERMS)

If you are a user of Tencent Cloud in the Republic of Korea (i.e. South Korea), the below Additional Terms and Policies: (a) are incorporated into these Terms; (b) apply to your use of Tencent Cloud; and (c) override the head terms of these Terms to the extent of any inconsistency.

The following terms apply to you if you are a consumer as defined under the Act on Consumer Protection in Electronic Commerce.

Cancellation period

Upon purchasing any service or feature of Tencent Cloud, you may cancel your purchase or order within 7 days from the date of your receipt of notice regarding the purchase or order, by notifying (within such 7 days period) our Customer Support team via the contact details set out at Section 1.5(b) of these Terms; provided that if you have already used the relevant service or feature of Tencent Cloud, we may refund the amount paid by you after deducting the relevant fees for such service or feature used, as calculated on a daily basis up to the date of your cancellation or cessation of use, as the case may be.

Suspension of your account

We will only suspend or terminate your Tencent Cloud account if we have a legitimate reason for doing so, and we will give you 30 days' notice unless we are unable to do so (e.g. for legal reasons).

If you do not use your Tencent Cloud account for a period of at least 6 months, we may suspend or terminate your account, but we will give you at least 30 days' notice before doing so.

Suspension of your account

We will only suspend or terminate your Tencent Cloud account if we have a legitimate reason for doing so, and we will give you 30 days' notice unless we are unable to do so (e.g. for legal reasons).

If you do not use your Tencent Cloud account for a period of at least 6 months, we may suspend or terminate your account, but we will give you at least 30 days' notice before doing so.

Prepaid charges

You may request a refund of prepaid charges (or a relevant proportion of prepaid charges) where a material functional error or technical failure occurs in the provision of Tencent Cloud, such that the functional error or technical failure makes it impossible or substantially disruptive to accomplish the original purposes of using Tencent Cloud.

Erroneous charges

If you believe that we have charged you in error: (a) you may contact us to claim for a refund of the allegedly erroneous charge; and (b) we will refund the erroneous charges if we determine that there have been any such erroneous charges after reviewing your claim/request.

Privacy Policy

Last updated : 2018-05-24 20:43:04

SUMMARY

What information do we collect about you?

We collect information regarding your use and purchase of our Services and your interactions with Tencent. You will also provide information to us when you make an enquiry on our website or register to use our Services, for example, providing your name and contact details. If you are the administrator of the account, you have the ability to provide access rights to other persons by including their email address in the service console. For information that you provide to us to set up your account, and that we collect and generate in managing your Services, we act as the controller. For information that you store using the Services (for example, content that you upload store on our servers), we act as a processor. See below at [The Types of Personal Information we Collect and Process](#) for more information.

How will we use the information about you?

We will use your information to create and verify your account, enable your password to be changed, process payments, and to communicate with you. See below at [How we use your Personal Information](#) for more information.

Who do we share your information with?

We share your information with our third party service providers, related group companies and as required by law. See below at [How we share and store your Personal Information](#) for more information.

Where do we process your information?

Our servers may be located outside of the country you are located, for example in Mainland China. See below at [How we share and store your Personal Information](#) for more information.

How long do we keep hold of your information?

Your information is retained so long as your account exists and, depending upon the type of personal information, is deleted within the period specified. See below at [Data Retention](#) for more information.

How can I exercise my rights over my information?

You may have special rights over your information and how we can use it. These include how you can access the information, erasing the information, restricting how your information can be used, objecting to its use and getting a copy of your information. See below at [Your Rights](#) for more information.

Dispute Resolution

If you have any concerns or complaints, please contact us at cloudegalnotices@tencent.com. See below at [Contact & Complaints](#) for more information.

How will we notify you of changes?

If there are any significant changes to this privacy policy, we will provide a notice on our website. See below at [Changes](#) for more information.

Contact Information

Data Controller (EEA and Switzerland): Tencent Cloud Europe B.V.. Address: Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands.

Data Controller (Outside EEA and Switzerland): The entity you have contracted with, as set out in the [Terms of Service](#).

Data Protection Officer: Please email cloudlegalnotices@tencent.com.

1. INTRODUCTION

When you use the Tencent Cloud website and cloud services (including <https://tencentcloud.io> and <https://intl.cloud.tencent.com>) ("**Services**"), you are agreeing to our rules and policies regarding your personal information and you expressly consent to us collecting, processing, using and storing your personal information, as described in this privacy policy.

If you do not agree with this privacy policy, you must not use the Services.

We hold personal information that you provide to us to set up and manage your account and the Services, and personal information generated in connection with your use of the Services ("**Administrative Information**"). We are the data controller of Administrative Information. This privacy policy informs you of your choices and our practices regarding your Administrative Information.

We also hold data, including personal information, that you submit, upload, transmit or display using the Services ("**Content**") and we store this data solely in order to provide the Services. The terms relating to our storage of Content are set out in our [Terms of Service](#) and [Data Processing and Security Addendum](#). You are the data controller of Content and questions about data handling processes from your users or third parties regarding Content should in the first instance be addressed to you. At all times, we act as a service provider to you, and process data on your behalf. You can extract your Content at any time.

If you are located in the European Economic Area or Switzerland, the data controller of your personal information for the purposes of the General Data Protection Regulation is Tencent Cloud Europe B.V., a company registered in The Netherlands with its registered address at Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands. If you are located outside the European Economic Area or Switzerland, the data controller of your personal information is the entity that you have contracted with, as set out in the [Terms of Service](#). In each case, the relevant entity is referred to in this policy as "**Tencent**", "**we**" and "**us**".

Our data protection officer can be contacted at cloudlegalnotices@tencent.com.

2. THE TYPES OF PERSONAL INFORMATION WE COLLECT AND PROCESS

We will collect and use the following information about you:

- **Information you give us.** You may give us information about you by making an enquiry about our Services, using our Services or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you register for our Services (or for business customer, act as the company's business representative to register for Services), such as your name, username, email address, photo ID, PayPal ID, telephone number and other information that helps us register you to use our Services.
- **Information we collect about you when use our Services.** We automatically collect certain information from you when you use our Services through the Tencent Cloud web portal, including IP address, User Agent and Device ID, and information regarding your use of our Services such as our log of your visits, site access requests, uploads and downloads.
- **Information that we obtain from a third party.** Tencent Cloud allows administrators of the user account to determine access rights. In doing so, the administrator of your Services (which might be you) can include the email addresses of other persons who are to be given access to the Services under that account. If you are the administrator of the account, you acknowledge and undertake to us that you have the consent of the individual concerned to provide their email address for this purpose.
- We also collect and store your information each time you interact with Tencent, for example, when you communicate with us by email, activate new Services, or complete forms on our website. We also store information about the Services you purchase, such as the activation code, date of purchase, and information relating to any support issue.

Cookies

We use cookies and other similar technologies (e.g. web beacons, Flash cookies, etc.) ("Cookies") to enhance your experience using the Services. Cookies are small files which, when placed on your device, enable us to provide certain features and functionality.

You have the option to permit installation of such Cookies or subsequently disable them. You may accept all Cookies, or instruct the web browser to provide notice at the time of installation of Cookies, or refuse to accept all Cookies by adjusting the relevant function in the web browser of your computer. However, in the event of your refusal to install Cookies, Tencent Cloud may be prevented from providing some of its Services available to you.

For more information about the Cookies we use, please see our [Cookies Policy](#)

Children

Our Service is not intended for children. Children must not use the Service for any purpose. We will not knowingly allow anyone under 16 to register for our Services and/or provide any personally identifying information. If you are under 16, please do not sign up to use our Services or provide any information about yourself through the Service.

3. HOW WE USE YOUR PERSONAL INFORMATION

We will use the information in the following ways and in accordance with the following legal bases:

Personal Information	Use	Legal Basis for Processing (only applicable for the EEA)
Location, Name, Email Address, IP Address, User Agent (or website browser), Device ID and Tencent Cloud ID, Address (including city and post code)	We use this information to: <ul style="list-style-type: none"> • create your Tencent Cloud account in accordance with your request; • allow for password resets; • provide you with user support; and • enforce our terms, conditions and policies. 	We process this information as it's necessary for us to perform our contract with you to provide the Services.
Mobile Number, Email Address	We use this information: <ul style="list-style-type: none"> • to verify your Tencent Cloud account; • for security protection (if you activate account verification, this will be used to send you SMS alerts and two-factor authentication codes when you modify account passwords, email addresses, etc.); • for product notifications; • for order confirmations; and • for service information (e.g. account balance information, and to communicate to you when your account balance is running low). 	It is in our legitimate interests to verify your identity and communicate with you about the Services.

Personal Information	Use	Legal Basis for Processing (only applicable for the EEA)
Photo ID (e.g., driver’s license or passport) Name, Address and ID Number	If you elect to use servers located in the PRC (excluding Hong Kong, Macau and Taiwan) for the Services, we use your photo ID (or, where you are a corporate customer, corporate documentation) to ensure that your account is legally verified in accordance with local law.	It is in our legitimate interests to process such data to ensure you are able to activate the service for use in jurisdictions where this is a legal requirement.
PayPal ID	We use your PayPal ID to process payments made by you for use of the Services.	We process this information as it’s necessary for us to perform our contract with you to facilitate payment for the Services.
Transaction Records (such as date and time of payment for services)	We provide access to your Transaction Records to allow you to see your transaction history.	We process this information as it’s necessary for us to perform our contract with you to manage payments in respect of the Services.
Log Data, Metadata, IP Address, User Tickets, User Agent, Date and Time of Access, each URL visit within the Tencent Cloud website whether direct or referred from third party website, Location data (Wifi and GPS)	We use this information for strategy and Service improvement and for analytics.	It is in our legitimate interests to improve our strategy and Services.

Personal Information	Use	Legal Basis for Processing (only applicable for the EEA)
Customer Service Ticket/ Chat Content, IP Address, Tencent Cloud ID, incident details and response steps	We use this information to: <ul style="list-style-type: none"> deal with your concerns and complaints about the Service; and improve and administer our Services and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes, and to keep our Services safe and secure. 	It is in our legitimate interests to improve our Services and provide support in connection with the Services supplied to you.
Log and Metadata in relation to incidents	We use this information in order to improve our Service and responses.	It is in our legitimate interests to improve our Service and responses.
Enquiry Data (data provided when you submit an enquiry via our website contact form or as part of a sales enquiry, including your name, email and phone number)	We use this information to respond to your request.	It is in our legitimate interests to process this information as it is needed to respond to your request.
Promotional Contact Data: Name, Email and Phone Number	We use this information to promote our products and services to you.	We process this information with your consent.

4. HOW WE SHARE AND STORE YOUR PERSONAL INFORMATION

We may share your personal information with selected third parties in and outside your country, including:

- **third parties** where we use a third party service to: (a) process payments (such as PayPal); (b) provide customer support (including provision of a support database and ticketing); (c) send SMS service notification; or (d) provide other services, support, features or functionality as part of the Services, including those listed on our [Third Parties](#) page.
- **Related group companies**, including the entities listed on our [Third Parties](#) page, with whom we share your personal information to operate our Services.

To the extent data is transferred outside of the EEA for processing (for example, to Mainland China), we rely on the European Commission's model contracts for the transfer of personal data to third countries (i.e., the standard contractual clauses), pursuant to Decision 2001/497/EC (in the case of transfers to a controller) and Decision 2004/915/EC (in the case of transfers to a processor);

- **law enforcement agencies, public authorities or other judicial bodies and organisations.** We disclose information if we are legally required to do so, or if we have a good faith belief that such use is reasonably necessary to:
 - ocomply with a legal obligation, process or request;
 - oenforce our terms of service and other agreements, policies, and standards, including investigation of any potential violation thereof;
 - odetect, prevent or otherwise address security, fraud or technical issues; or
 - oprotect the rights, property or safety of us, our users, a third party or the public as required or permitted by law (including exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction); and

- **a third party that acquires all or substantially all of us or our business.** We will disclose information to a third party in the event that we sell or buy any business or undergo a merger, in which case we will disclose your data to the prospective buyer of such business. We will also disclose information to a third party if we sell, buy, merge or partner with other companies or businesses, or sell some or all of our assets. In such transactions, user information may be among the transferred assets.

Third Party Links and Services

Tencent may provide links to other third party websites as a convenience to you (collectively, the "**Third Party Websites**"). Please exercise care when visiting any Third Party Websites. The Third Party Websites have separate and independent privacy policies, notices and terms of use which govern your use of such websites and their use of any information they collect. We recommend you read these policies carefully. Tencent disclaims all liability for personal information you provide to any Third Party Websites.

The Security of Your Personal Information

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal information, we cannot guarantee the security of the information transmitted to our site; any transmission of your information is at your own risk.

5. DATA RETENTION

We will retain your personal information as described below (except if otherwise required to be retained by applicable law).

Information	Retention Period
Location, Email Address, Password, IP Address, User Agent (or website browser), Device ID, Tencent Cloud ID, Verification Code, Mobile Number, Name, Address (including city and post code), PayPal ID	Account data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Transaction Records	Payment data is held for as long as an account exists. Information is erased within ninety (90) days of the date the account is deleted.
Photo ID (e.g., driver's license or passport) Name, Address and ID Number	Account data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Log Data, Metadata, IP Address, User Agent, Date and Time of Access, each URL visit within the Tencent Cloud website whether direct or referred from third party website, Location (assisted by Wifi and GPS)	This data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Customer Service Ticket / Chat Content, IP Address, Tencent Cloud ID, incident details and response steps	This data is held for so long as an account exists. Information is erased within twenty-four (24) hours of the date the account is deleted.
Log and Metadata in relation to incidents	This data is held for so long as an account exists. Information is erased within thirty (30) days of the date the account is deleted.
Enquiry Data (data provided when you submit an enquiry via our website contact form or as part of a sales or general enquiry, including your name, email and phone number)	Enquiry data is held until an enquiry is resolved, and then erased within thirty (30) days of such resolution, unless you agree to have this data retained and receive more information in the future.
Marketing Data: Name, Email and Phone Number	Such data is held until you tell us that you no longer wish to receive promotional information.

In the event that the processing and retention period have terminated, but personal information is required to be retained continuously for other reasons including for the purposes as prescribed under applicable laws, the relevant personal information will be stored and maintained separately from other types of personal information.

6. YOUR RIGHTS

This section (“Your Rights”) applies to users who are located in the European Economic Area.

You have certain rights in relation to the personal information we hold about you. Some of these only apply in certain circumstances as set out in more detail below. We also set out how to exercise those rights. Please note that we will require you to verify your identity before responding to any requests to exercise your rights. We must respond to a request by you to exercise those rights without undue delay and at least within one month (although this may be extended by a further two months in certain circumstances). To exercise any of your rights, please complete the request form [here](#)

Access, Correction & Deletion

You can access, correct and delete some of your data in the account portal at any time [here](#) If you believe there is any other personal information we process about you, or you are unable to correct or delete inaccurate information, you can make a request [here](#). You may also have the right to receive a copy of certain personal information (see Portability below).

Please note, however, that we may retain personal information if there are valid grounds under data protection laws for us to do so (e.g., for the defence of legal claims or freedom of expression) but we will let you know if that is the case.

Portability

You have the right to receive a copy of certain personal information we collect from you in a structured, commonly used and machine-readable format and a right to request that we transfer such personal information to another party. The relevant personal information is information you provided for the purposes of performing our contract with you (for example, your mobile number, email address, or transaction data). You can export your Content at any time.

If you wish for us to transfer the personal information to a third party you can contact us using the form available [here](#). Note that we can only do so where it is technically feasible.

Restriction of Processing to Storage Only

You have a right to require us to stop processing the personal information we hold about you, other than for storage purposes, in certain circumstances. Please note, however, that if we stop processing the personal information, we may use it again if there are valid grounds under data protection laws for us to do so (e.g., for the defence of legal claims or for another’s protection).

Objection

You the right to object to our processing of personal information about you in certain circumstances (such as where that information is used for marketing or profiling) by completing the [form here](#).

7. COMMUNICATIONS FROM US

We may from time to time send you service-related announcements when we consider it necessary to do so (such as when we temporarily suspend Tencent Cloud for maintenance, or security, privacy or administrative-related communications). You may not opt-out of these service-related announcements, which are not promotional in nature.

8. CONTACT & COMPLAINTS

Questions, comments and requests regarding this policy are welcomed and should be addressed to cloudlegalnotices@tencent.com.

In the event that you wish to make a complaint about how we process your personal information, please contact us in the first instance at cloudlegalnotices@tencent.com and we will endeavour to deal with your request as soon as possible. This is without prejudice to your right to launch a claim with the data protection supervisory authority in the EU country in which you live or work where you think we have infringed data protection laws.

9. CHANGES

If we make any material changes to this policy, we will post the updated policy here and provide a notice on our website. Please check this page frequently to see any updates or changes to this policy.

PRC Terms of Service(English)

Last updated : 2017-12-22 16:29:49

Important Notice:

1. This English version of the Tencent Cloud Service Agreement is for your information and reference only.
2. This document is also available in Chinese version. In case of any discrepancy or inconsistency, the Chinese version of this document shall prevail.

Welcome to Tencent Cloud Services!

In order to use Tencent Cloud Services (which may also be referred to as the "Services"), you must read and comply with this Tencent Cloud Service Agreement (this "Agreement"). Please read the terms carefully and make sure that you fully understand the same, especially the provisions on limitation or exemption of liability, as well as those in relation to separate agreements and rules for activating or using certain services. The provisions on limitation or exemption of liability may be bolded or underlined for your special attention.

Unless you have read and accepted all of the terms of this Agreement as well as all related agreements and rules, you shall not have the right to use the Services. By acknowledging and agreeing to accept this Agreement, or otherwise using the Services, you acknowledge that you have read and agreed to be bound by the foregoing agreements and rules.

If you commit any breach of this Agreement, Tencent Cloud shall have the right to unilaterally restrict, suspend or terminate the provision of services to you or take other such measures at any time depending on the nature of your breach, and shall have the right to pursue liability against you, in accordance with this Agreement. This Agreement applies to your registration for and use of the products and services in the mainland of the People's Republic of China.

Section 1 General Provisions

1.1 "Tencent Cloud Services" refers to the system services comprised of various types of products and services created for the purpose of catering to the different product/service needs of various websites, applications and so forth, including computing and networking; storage and CDN; cloud databases; cloud security; monitoring and management; domain name services; mobile and communications; video services; big data and AI.

1.2 The types, service standards, rules of use, settlement methods (including but not limited to pre-payment, post-payment and so forth, similarly hereinafter), rates and other details concerning Tencent Cloud Services (collectively referred to as "**Service Rules**") shall be subject to the specifications found on Tencent Cloud's official website (<https://intl.cloud.tencent.com>) and the instructions indicated on the webpage when purchasing the specific services, unless this Agreement or the parties agree otherwise.

1.3 Tencent Cloud shall be entitled to make adjustments to the Tencent Cloud Service Rules at any time by publishing such changes by way of a public announcement on its website, email notification, text message notification or other such means without further consent from you.

1.4 As a neutral provider of internet services and technical support services, Tencent Cloud is merely providing you with various technical services. You shall be the sole developer and operator of, and shall assume full liability for, your websites, applications and any other of your products, services, related content and so forth.

1.5 Both parties warrant that they have obtained the qualifications for lawful operations in accordance with relevant PRC regulations, and that they have the relevant qualifications to deal in their products and services in accordance with law. You shall submit filings with respect to your website access in accordance with national and local requirements; otherwise, Tencent Cloud shall be entitled to refuse to provide internet access and other such services pursuant to national laws and regulations.

Section 2 Account

2.1 You may use a QQ number or other means supported by Tencent Cloud Services to complete the registration process as instructed on the registration page of Tencent Cloud's official website, and obtain a Tencent Cloud Services account ("**Tencent Cloud Account**").

2.2 You must comply with the QQ Number Rules if you use a QQ number to register. In order to safeguard the security and independence of the Tencent Cloud Account, you must apply for a new QQ number to be used for Tencent Cloud Services only.

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

2.4 This Agreement is applicable to all Tencent Cloud Accounts under your name. As the Tencent Cloud Account(s) will serve as the means of identifying you in regard to your use of the Tencent Cloud Services, you shall adopt all necessary and effective measures to protect the confidentiality your Tencent Cloud Account(s), and shall be responsible for all activities carried out under such account(s).

2.5 To ensure account and transaction security, Tencent Cloud 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 you by verifying your identity, credentials and other such information with third parties, and you authorize Tencent Cloud to obtain all necessary information relating to your use of the services.

2.6 Real-name authentication serves as the basis for determining ownership of a Tencent Cloud Account, and any requests for withdrawals or the issuance of official tax invoices ("fapiao") under an account will be processed with respect to the party corresponding to the account that has undergone real-name authentication. You shall conduct the authentication process seriously by approaching it with caution and understanding and observing the following rules:

2.6.1 It must be ensured that the authenticated party and account user remain consistent, and refrain from authenticating corporate accounts under the names of individuals, authenticating the Tencent Cloud Account of a specific individual under the name of others, or engaging in any other form of improper authentication.

2.6.2 If a business authorizes an individual to manage a Tencent Cloud Account authenticated in the name of such business due to business needs, it is requested to set up access control, and to promptly complete the internal handover procedures and take account security protection measures (such as changing login passwords and so forth) when undergoing personnel changes.

2.6.3 The party subject to real-name authentication shall be deemed as undertaking responsibility for all activities carried out under its account and will be held fully liable for any disputes concerning the account or the activities carried out thereunder (including but not limited to illegal activities, late payment of service fees and so forth).

2.6.4 You must establish a sound internal management system to regulate your own use and management of your Tencent Cloud Account(s).

Section 3 Service Rules

3.1 Service Activation

3.1.1 You may select and purchase the services you require online via Tencent Cloud's official website based on your own needs. Prior to purchasing any services, you must carefully read the corresponding Service Rules and then decide whether or not to purchase such services based on your needs. Orders generated online by you to purchase services shall be called "electronic orders"; and the parties may also enter into separate agreements based on the actual needs for their collaboration.

3.1.2 The parties may be required to enter into separate service agreements for the activation of certain Tencent Cloud Services. Separate service agreements may manifest in the form of electronic

files or in the form of separate paper-based documents. You may decide whether or not to accept a service agreement and activate services at your own discretion.

3.2 Service Fees

3.2.1 The means of settlement for or and rates of Tencent Cloud Services shall be subject to the prices and currencies posted on Tencent Cloud's official website. Tencent Cloud shall be entitled to direct that you make payment of fees and other amounts payable in respect of the Tencent Cloud Services to any Tencent Cloud affiliate company notified to you from time to time.

3.2.2 Settlement rules for Tencent Cloud Services may be categorized into pre-payment rules, post-payment rules and so forth. You must comply with the settlement rules for the services you purchase; otherwise, services activated by you may be suspended or terminated. In the case of services subject to pre-payment rules, you must promptly top up your Tencent Cloud Account(s) to guarantee successful use of services. In the case of services subject to post-payment rules, you must promptly make payment within the time period specified in the Service Rules.

3.2.3 Since certain Tencent Cloud Services will continue to take up resources following their activation (such as cloud servers, cloud databases and so forth), they will continue to incur fees even if you do not add any new service items or resources, or do not perform any new operations; you shall therefore promptly renew or deactivate such services accordingly.

3.2.4 You may purchase services by making online payments through your Tencent Cloud Account(s) directly, or by paying service fees through your corporate account to Tencent Cloud's designated account. Please make the note "Cloud service fee + Tencent Cloud Account" when you make a payment in order for Tencent Cloud to verify and confirm the payment in a timely manner; otherwise, your use of the Services may be affected.

3.3 Service Guarantees

3.3.1 Tencent Cloud shall provide to you 24/7 after-sale services, and answer and resolve any questions and issues encountered by you while using Tencent Cloud Services.

3.3.2 Tencent Cloud shall provide you with data backup and ensure data reliability to the extent specified under the service level agreement (SLA); beyond this, however, you shall back up your data based on your own needs.

3.3.3 Tencent Cloud shall provide availability assurance to the extent specified under the service level agreement (SLA). In the event that Tencent Cloud fails to meet the service guarantees under the service level agreement corresponding to the services purchased by you, Tencent Cloud shall be liable to compensate you in accordance with such service level agreement. Tencent Cloud's total liability for compensation shall not exceed the amount of service fees Tencent Cloud charges you for the services in respect of which Tencent Cloud fails to meet the relevant service guarantees.

3.3.4 If your availability requirements are higher than those specified under the SLA, you will need to configure your system for high availability and Tencent Cloud shall extend all necessary assistance. Any assistance needed from Tencent Cloud with respect to design shall be negotiated and determined by the parties separately.

3.3.5 If you are a non-Chinese company contracting for Tencent Cloud Services from outside of the mainland of the People's Republic of China with a Service Region that is in the mainland of the People's Republic of China, then the service commitments set out in Clauses 3.3.1 to 3.3.4 shall be deleted and replaced with any Service Level Agreements applicable to the Tencent Cloud Services you have procured.

3.4 Service Suspension or Termination

3.4.1 In order to provide better services to you, Tencent Cloud shall be entitled to check, repair, service, maintain or upgrade the service platform or related equipment on a regular or irregular basis (collectively, "Routine Maintenance"). Tencent Cloud assumes no liability to you for any interruption or suspension of Tencent Cloud Services for any reasonable time periods caused by Routine Maintenance, provided that Tencent Cloud notifies you at least 24 hours in advance of such Routine Maintenance. Tencent Cloud shall promptly notify you of any non-Routine Maintenance attributable to force majeure, faults on the part of infrastructure operators or other such reasons.

3.4.2 In order to guarantee service security and stability, Tencent Cloud may upgrade or relocate the machine rooms, servers, bandwidth, databases and other products used by you from time to time, and you shall cooperate accordingly. If a major change is involved (such as relocating the machine room), Tencent Cloud shall give you at least 30 days' advance notice.

3.4.3 Any data and other information saved by you on Tencent Cloud's server as a result of using Tencent Cloud Services shall be retained by Tencent Cloud for you for a period of 15 days (the "Retention Period") upon expiration or termination of Tencent Cloud Services. Cloud service fees (if any) incurred during the Retention Period shall be borne by you. You shall settle all fees and fully migrate all data prior to the expiration of the Retention Period. The Tencent Cloud Services system will automatically delete all of your data upon expiration of the Retention Period.

3.4.4 If you use prepaid services and unilaterally request to terminate the collaboration prior to the expiration of the service period, the fees paid by you for any unused period of service will not be refunded, but you may continue to use the relevant services until the expiration of the service period, whereupon this Agreement shall terminate.

3.4.5 Tencent Cloud shall be entitled to adjust or terminate certain services (including but not limited to service upgrades, integrations and so forth) at any time based on its operational arrangements, provided that Tencent Cloud must give 30 days' advance notice to allow you to transfer and back up the relevant data, make adjustments to your business and so forth, so as to protect your legitimate rights and interests.

3.5 Third Party Products or Services

3.5.1 If you obtain or use any products or services provided by a third party via Tencent Cloud Services (including but not limited to products or services provided by service providers and other third parties on the market of Tencent Cloud Services), you shall assess whether or not such products or services meet your requirements.

3.5.2 The activation of third party products or services may require the conclusion of separate service agreements between you and the third party. Separate service agreements may manifest in the form of electronic files or in the form of separate paper-based documents. You may decide whether or not to accept a service agreement and use the products or services at your own discretion.

3.5.3 Any dispute arising from your use of third party products or services shall be resolved through consultations between you and the third party.

Section 4 Client's Rights and Obligations

4.1 You shall be entitled to use the Tencent Cloud Services you purchase and receive Tencent Cloud's technical support and after-sales services as agreed hereunder.

4.2 When using Tencent Cloud Services, you must comply with all applicable laws, regulations, rules and policies, keep the internet in good order and safeguard internet security; you must not engage in, or facilitate, any activities that constitute a violation of laws and regulations, including but not limited to:

4.2.1 activities that: 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;

4.2.2 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";

4.2.3 the posting or dissemination of spam or unlawful content that disrupt national order, jeopardize national security, or advocate feudal superstitions, obscenity, pornography or vulgarity;

4.2.4 violation of operating rules relating to networks, devices or services linked to the Tencent Cloud network; unlawful or unauthorized access, misappropriation, interference or surveillance;

4.2.5 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;

4.2.6 any actual or attempted modification of system configuration set by Tencent Cloud Services or any actual or attempted sabotage of system security; using technological means to undermine or disrupt the operation or others' use of Tencent Cloud Services; any actual or attempted disruption of the normal

operation of any products of Tencent Cloud or any part or functions thereof in any way, or the production, posting or dissemination of such tools or methods;

4.2.7 your being frequently attacked (including but not limited to DDoS attacks) as a result of the provision of 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 Cloud, thereby causing an impact on the Tencent Cloud Services platform or on others;

4.2.8 other illegal or non-compliant practices, including but not limited to illegal activities such as gambling.

4.3 You shall not install or use any pirated software on Tencent Cloud Services, and shall take security measures to protect your computer information systems as required under applicable PRC rules, including but not limited to installing State-approved security products specifically designed for computer information systems.

4.4 You shall make payments in a timely manner. If you default on payments for post-paid services, then in addition to the overdue amount, you shall pay Tencent Cloud a late fee in the amount of 3% of the overdue amount for each day of default until all fees are settled in full. If you fail to pay any amount that has fallen due for a period of 15 days, Tencent Cloud shall be entitled to unilaterally terminate this Agreement. If you also use prepaid service at the same time, the service fees for any unused service period shall be credited to Tencent Cloud as liquidated damages.

Section 5 Tencent Cloud's Rights and Obligations

5.1 Tencent Cloud shall provide to you Tencent Cloud Services and after-sales support as agreed hereunder.

5.2 Tencent Cloud is only responsible for providing operational and maintenance services relating to Tencent Cloud Services; you shall ensure the security and stability of your own network and devices. You shall timely resolve the following issues and prevent them from affecting Tencent Cloud Services:

5.2.1 any issue with your internal network, including but not limited to overload;

5.2.2 any failure of your own devices or third party devices used by you;

5.2.3 any network interruption caused the dismantling of devices or other operations performed by yourself;

5.2.4 any failure, network interruption or other such issues attributable to you.

5.3 If Tencent Cloud discovers, on its own or based on information provided by the competent authorities or complaints filed by right holders, that you have violated applicable laws, regulations or

rules, or breached this Agreement, Tencent Cloud shall be entitled to take any one or more of the following steps at its own discretion:

5.3.1 demanding that you immediately remove or modify the content in question;

5.3.2 directly removing or blocking the content in question or disabling the links in question;

5.3.3 restricting or suspending the provision of Tencent Cloud Services to you (including but not limited to directly taking some of your services offline and withdrawing the relevant resources; setting restrictions on your operations under your Tencent Cloud Account(s));

5.3.4 in case of serious violations or breaches, Tencent Cloud shall have the right to terminate the provision of Tencent Cloud Services to you and terminate this Agreement (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 shall be credited to Tencent Cloud as liquidated damages;

5.3.5 pursuing other liabilities against you in accordance with law.

5.4 Tencent Cloud may transfer its rights and obligations hereunder, in whole or in part, to a third party, provided that you shall be given a 90 days' advance written notice. The parties agree to execute all documents and take all measures reasonably necessary for this Section to take effect.

Section 6 Intellectual Property Rights, Confidentiality and Privacy

6.1 Trademarks, copyright or other intellectual property rights solely owned by each party shall remain the sole property of such party, and shall not be transferred to or shared with the other party by reason of the parties' entry into or performance of this Agreement.

6.2 Each party shall respect the intellectual property rights of the other party or any third party. If a third party files a lawsuit or makes claims against a party for the other party's infringement of such third party's intellectual property rights or other legitimate rights and interests, the responsible party shall resolve such dispute independently and indemnify and hold harmless the other party from and against all direct economic losses.

6.3 Information received by a party (the "**Recipient**") from the other party (the "**Disclosing Party**") that is marked or can reasonably be understood to be the confidential or proprietary information belonging to the Disclosing Party (hereinafter referred to as "**Confidential Information**"), including but not limited to any content that is not publicly available such as discounts offered by Tencent Cloud to you, shall be kept confidential by the Recipient and shall not be used by the Recipient for any purposes other than this Agreement without the written consent of the Disclosing Party. The Recipient shall treat the Disclosing Party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, it uses for its own confidential information.

6.4 Without your authorization, Tencent Cloud shall not access your content stored on Tencent Cloud, provided that Tencent Cloud may access your stored content with your prior authorization to facilitate your successful use of Tencent Cloud Services.

6.5 Notwithstanding the foregoing, the Recipient shall not be subject to any confidentiality obligation if:

6.5.1 the disclosure is consented to by the Disclosing Party;

6.5.2 the Confidential Information becomes publicly known through no fault of the Recipient;

6.5.3 the Confidential Information was known to the Recipient prior to the Disclosing Party's disclosure through a legal source not subject to similar confidentiality restrictions;

6.5.4 the Recipient is required by legal proceedings or a competent authority to make the disclosure.

6.6 The confidentiality obligations of the parties shall remain in force during the term of this Agreement and after expiration thereof, until it is no longer necessary to keep the relevant information confidential.

6.7 Tencent Cloud shall be entitled to cooperate with any inquiry made by the judicial authorities, administrative authorities or other competent authorities of the PRC, and provide the information, so as to resolve complaints and disputes in timely manner and protect the legitimate rights and interests of all parties concerned.

6.8 In order to reasonably protect your interests and those of your users and other right holders, Tencent Cloud 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 Cloud receives a complaint or report from a third party against you, Tencent Cloud 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 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 Tencent Cloud Services.

6.9 Tencent Cloud has formulated corresponding privacy protection policies which only apply to the information generated during your use of the Services, and do not apply to the data you store on Tencent Cloud. Tencent Cloud shall use and disclose relevant information in accordance with its privacy policies as published. You may access Tencent Cloud's most updated privacy policies on Tencent Cloud's official website.

Section 7 Limitation of Liability

7.1 You understand and agree that services may be interrupted during your use of Tencent Cloud Services due to any of the reasons set out below. Upon occurrence of any of the following, Tencent

Cloud shall promptly cooperate with the entities involved to carry out rectifications, and Tencent Cloud disclaims any liability for any loss so caused to you:

7.1.1 force majeure, including but not limited to natural disasters, acts of government, promulgation or change of policies, promulgation or change of laws and regulations, strikes and unrest;

7.1.2 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;

7.1.3 cyber security incidents, such as sabotage by computer viruses, Trojans or other malicious programs or hacker attacks.

7.1.4 your use of Tencent Cloud Services in a manner not authorized by Tencent Cloud; improper operation on your part or failures in your computer software, systems, hardware or telecommunications lines;

7.1.5 any other circumstances not attributable to the fault of, outside the control of, or not reasonably foreseeable by, Tencent Cloud.

7.2 If the performance of this Agreement is delayed or either party breaches this Agreement due to force majeure, reasons attributable to infrastructure operators, cyber security incidents or events beyond the reasonable control of the parties concerned, neither party shall be liable for the breach, provided that the affected party shall notify the other party as soon as practicable. If any of the foregoing events prevents the performance of this Agreement for more than 30 calendar days, either party may terminate this Agreement by giving a 15 days' advance written notice to the other party. Neither party shall assume any liability for breach of contract if this Agreement is terminated by virtue of this Section.

7.3 You understand and agree that Tencent Cloud's services are provided "as-is" as existing technologies and conditions allow. Tencent Cloud will use its best efforts to ensure the continuity and security of its services, but cannot guarantee that its services will be free from any defect. Accordingly, you agree that in the event of any defect in Tencent Cloud's services that is unavoidable in the context of existing technologies within the sector, Tencent Cloud will not be deemed to be in breach of this Agreement. The parties shall work together in good faith to resolve the issue.

7.4 Under no circumstances shall any party be liable to the other party for any indirect, incidental or special damages and losses, including but not limited to loss of anticipated profits or expenses paid by the other party to a third party (even if such party has been made aware of the possibility of such loss).

Section 8 Notice and Service

8.1 You shall ensure and maintain the validity of the Information. You shall be solely liable for your inability to receive business notices, customer services, responses to complaints, dispute mediation services, technical support and other services in a timely manner due to falsity or invalidity of the Information.

8.2 Unless otherwise agreed between the parties, you shall give notices to Tencent Cloud using Tencent Cloud's contact details posted on Tencent Cloud's official website.

8.3 Tencent Cloud may, from time to time, send you business notices, service alerts or authentication messages relating to Tencent Cloud Services as well as advertisements through one or a combination of the following means: website announcements, emails, text messages, private messages or instant messages.

8.4 The parties shall ensure that their respective contact details are authentic and valid. A notice is deemed to have been served on the recipient on the date it is sent.

Section 9 Term

9.1 This Agreement shall become effective upon your acknowledgement and acceptance of the same. The term of collaboration between the parties shall commence at the time when you acknowledge and agree to accept this Agreement and end on the last day of the same year (for instance, from June 1, 2016 to December 31, 2016). The term of collaboration shall be automatically renewed for a one year term successively unless either party gives the other party written notice of its intention not to renew this Agreement prior to the expiration of each term.

9.2 If the term of collaboration between the parties is inconsistent with the term of services purchased by you, the former shall be automatically extended until the expiration of the latter. Unless otherwise agreed by the parties, this Agreement shall remain in force during the course of your use of Tencent Cloud Services.

9.3 If either party gives the other party a written notice expressing its intention not to renew this Agreement prior to the expiration of the term of the parties' collaboration, this Agreement shall be automatically terminated upon expiration of said collaboration term.

9.4 The expiration or termination of this Agreement shall not affect the rights and obligations accrued prior to such expiration or termination.

Section 10 Supplemental Provisions

10.1 This Agreement is executed in Nanshan District, Shenzhen, Guangdong, China.

10.2 The formation, effectiveness, performance and interpretation of, and dispute resolution in relation to, this Agreement shall be governed by the laws of the mainland of the People's Republic of China (excluding the conflicts of law provisions).

10.3 In the event of any dispute arising out of this Agreement, the parties shall first attempt to resolve such dispute through consultations; if the parties fail to resolve the dispute through consultations in good faith, either party may refer the dispute or conflict to a People's Court in Nanshan District, Shenzhen.

10.4 This Agreement shall be drafted and interpreted in Chinese. Unless otherwise agreed by the parties, no translation of this Agreement shall be relied upon for the interpretation hereof or the determination of the parties' intentions.

(End of main body)

Tencent Cloud

PRC Terms of Service(Chinese)

Last updated : 2017-12-22 16:29:33

欢迎您使用腾讯云服务！

为使用腾讯云服务（可简称“本服务”），您应当阅读并遵守《腾讯云服务协议》（以下简称：本协议）。请您务必审慎阅读、充分理解各条款内容，特别是限制或免除责任的条款，以及开通或使用某项服务的单独协议、规则。限制或免责条款可能以加粗或加下划线的形式提示您重点关注。

除非您已阅读并接受本协议及相关协议、规则等的所有条款，否则，您无权使用本服务。一旦您确认同意接受本协议，或您以任何方式使用本服务，即视为您已阅读并同意上述协议、规则等的约束。

您有违反本协议的任何行为时，腾讯云有权依照本协议根据您违反情况随时单方采取限制、中止或终止向您提供服务等措施，并有权追究您相关责任。本协议适用于您注册和使用中国大陆的产品服务。

第一条 通则

1.1 腾讯云服务指为满足各类网站、应用等各种产品/服务的不同需求，由计算与网络、存储与CDN、云数据库、云安全、监控与管理、域名服务、移动与通信、视频服务、大数据与AI等各种产品和服务组成的系统服务。

1.2 腾讯云服务的种类、服务标准、使用规则、结算方式（包括但不限于预付费、后付费等，下同）及计费标准等统称“服务规则”，以腾讯云官网（网址：<https://intl.cloud.tencent.com/>）及购买具体服务时的页面说明为准，本协议或双方另有约定除外。

1.3 腾讯云公司有权随时对腾讯云服务规则进行调整，并通过网站公告、邮件通知、短信通知等方式予以公布，而无需另行获得您同意。

1.4 腾讯云公司仅向您提供各类技术服务，是中立的网络服务及技术支持服务提供者。您的网站、应用等任何产品、服务及相关内容等，由您自行开发、运营且自行承担全部责任。

1.5 双方均保证已经依照国家相关规定获得了合法经营资质，有权依法运营其产品及服务。您应按国家及地方要求对接入网站进行备案，否则，腾讯云公司有权根据国家法律法规拒绝提供网络接入等服务。

第二条 账户

2.1 您可以使用QQ号码或腾讯云服务支持的其它方式，按照腾讯云官网注册页面提示完成注册流程，并获得腾讯云服务账户（简称“腾讯云账户”）。

2.2 您若使用QQ号码注册的，应当遵守《QQ号码规则》。为保护腾讯云账户的安全性和独立性，您应当重新申请QQ号码并仅用于腾讯云服务。

2.3 您应当按照腾讯云服务注册流程填写、提交真实、合法、有效的资料（统称“资料”），包括但不限于名称、联系人、电子邮箱、联系电话、联系地址、工商登记证件等；如果资料发生变更的，您应及时书面通知腾讯云或根据腾讯云系统的规则自行进行更新。

2.4 本协议效力适用于您名下全部腾讯云账户。腾讯云账户将作为您使用腾讯云服务的身份识别依据，您应当对腾讯云账户采取必要、有效的保密措施，并为您腾讯云账户下的一切行为负责。

2.5 为保护账户和交易安全，腾讯公司有权随时要求您进行实名认证，您应当予以配合。您同意授权腾讯公司可以通过向第三方核实您的身份和资格等信息的方式，对您进行认证及取得您使用本服务所需的相关资料。

2.6 实名认证是对腾讯云账号归属进行判断的一个依据，且账户申请提现及获取发票时将以实名认证对应的主体为准，请您在做认证时务必谨慎对待，给与足够的重视并理解、遵守以下规则：

2.6.1 须确保认证主体与账号使用主体保持一致，避免将企业使用的账户认证在个人名下，或将本人使用的腾讯云账户认证在他人名下等任何不当认证行为。

2.6.2 若企业因自身经营需要，将其以企业名义认证的腾讯云账户交由个人管理的，请做好权限管控，并且在遇到人员变动时请及时完成内部交接和账号安全保护（比如更改登录密码等）。

2.6.3 实名认证主体将被视为承诺对账号下的一切行为负责，若账号或账号下行为出现纠纷时（包括但不限于实施违法违规行为、逾期支付服务费等），需由实名认证主体承担全部责任。

2.6.4 您需自行建立健全内部管理制度，规范自身对腾讯云账户的使用与管理。

第三条 服务规则

3.1 服务开通

3.1.1 您可根据自身需求，自行通过腾讯云官网在线选购所需服务，购买前请您仔细阅读所购服务对应的服务规则并根据自身需求决定是否购买。您在线选购服务产生的订单即为“电子订单”，双方也可根据实际合作需要，另行签订合同。

3.1.2 部分腾讯云服务的开通可能需要双方另行签订单独的服务协议，单独的服务协议可能以电子文档形式展示，也可能是独立的纸质文档形式展示，您可以根据自身情况决定是否接受服务协议及开通服务。

3.2 服务费用

3.2.1 腾讯云服务结算方式、计费标准以腾讯云官网公布价格及币种为准。腾讯云有权指示您根据不时向您发出的通知，向任何腾讯云关联公司支付与腾讯云服务相关的费用或其他应付款项。

3.2.2 腾讯云服务的结算规则可能分为预付费和后付费等类型，您应当遵守您选购的服务的结算规则，否则，会导致您开通的服务被中止、终止。采用预付费规则的服务，您需及时向腾讯云账户充值，以保证顺利使用服务。采用后付费规则的服务，您需在服务规则指定的期限内及时支付费用。

3.2.3 部分腾讯云服务开通后（比如云服务器、云数据库等），即使您未新增服务项目或资源，亦未进行新的操作，但由于该部分服务会持续占用资源因此将持续产生扣费，您应当及时续费或关闭服务。

3.2.4 您可以通过您的腾讯云账户直接在线付款购买服务，也可以通过对公账户向腾讯公司指定账户支付服务费。汇款时请备注：云服务费+腾讯云账户，以便腾讯公司及时核实和确认到款情况，否则，可能影响您使用本服务。

3.3 服务保障

3.3.1 腾讯云公司向您提供24小时×7天的售后服务，协助您解答、处理使用腾讯云服务过程中遇到的问题。

3.3.2 腾讯云公司在服务等级协议(SLA)的范围内，为您提供数据备份，保障数据可靠性，除此之外，您应根据自身需求进行数据备份。

3.3.3 腾讯云公司在服务等级协议(SLA)范围内提供可用性保障。如果腾讯云公司未能满足您所购买服务对应的服务等级协议(SLA)的服务保障，则腾讯云公司应当按照该服务等级协议(SLA)向您承担补偿责任。腾讯云公司的补偿责任总额不超过腾讯云公司就违约服务向您收取的当次服务费用总额。

3.3.4 如果您对可用性的要求高于SLA，则需要您主动对自身系统进行高可用性的设置，腾讯云公司将给与必要的协助。如果需要腾讯云公司配合做设计，由双方另行协商确认。

3.3.5 如果您是一家非中国公司在大陆境外订购腾讯云服务但是您的服务区域在中国大陆境内，则第3.3.1条至3.3.4条所载的服务承诺应予以删除，并以您所购买的腾讯云服务对应的服务等级协议的规定代替。

3.4 服务中止或终止

3.4.1 为了向您提供更加完善的服务，腾讯云公司有权定期或不定期地对服务平台或相关设备进行检修、维护、升级等（统称“常规维护”），如因常规维护造成腾讯云服务在合理时间内中断或暂停的，腾讯云公司无需为此向您承担任何责任。但是，腾讯云公司应当至少提前24小时，就常规维护事宜通知您。若因不可抗力、基础运营商过错等原因导致的非常规维护，腾讯云公司应及时通知您。

3.4.2 为保证服务的安全性和稳定性，腾讯云公司可能对您使用的机房、服务器、带宽、数据库等产品进行不定期的升级、迁移等，您应予以配合。当涉及重大变更（如机房迁移），腾讯云公司应当提前至少30天通知您。

3.4.3 如腾讯云服务到期或终止，对于您因使用腾讯云服务而存储在腾讯云公司服务器中的数据等任何信息，腾讯云公司将为您保留15天（简称“保留期限”）。您应承担保留期限内产生的云服务费用（若有），并在保留期限届满前结清费用、完成全部数据的迁移。保留期限届满后，腾讯云服务系统将自动删除您的所有数据。

3.4.4 若您使用预付费的服务且在服务期限届满前单方要求终止合作的，您未使用的服务期限对应的费用将不予退还，但是您可以继续使用相关服务直至服务期限届满，本协议至服务期限届满时终止。

3.4.5 腾讯云公司有权根据自身运营安排，随时调整、终止部分服务（包括但不限于对服务进行升级、整合等）。但是，腾讯云公司应提前至少30天通知您，以便您做好相关数据的转移备份以及业务调整等，以保护您的合法权益。

3.5 第三方产品或服务

3.5.1 如果您通过腾讯云服务获取、使用第三方提供的任何产品或服务（包括但不限于腾讯云服务市场中由服务商等第三方提供的产品、服务），您应当评估该产品或服务是否符合您要求。

3.5.2 第三方产品或服务的开通，可能需要您与第三方另行签订单独的服务协议，单独的服务协议可能以电子文档形式展示，也可能是独立的纸质文档，您可以根据自身情况决定是否接受服务协议及使用产品或服务。

3.5.3 您因使用第三方产品或服务产生的纠纷由您与第三方协商解决。

第四条 客户权利义务

4.1 您有权依照本协议约定使用您采购的腾讯云服务并获得腾讯云公司的技术支持和售后服务。

4.2 您在使用腾讯云服务时须遵守相关法律法规、规章制度，维护互联网秩序和安全；不得从事包括但不限于以下行为，也不得为任何违反法律法规的行为提供便利：

4.2.1 实施危害国家安全、荣誉和利益，煽动颠覆国家政权、推翻社会主义制度，煽动分裂国家、破坏国家统一，宣扬恐怖主义、极端主义，宣扬民族仇恨、民族歧视。

4.2.2 实施诈欺、虚伪不实或误导行为，或实施侵害他人知识产权等任何合法权益的行为，如“私服”、“外挂”等。

4.2.3 发布、传播垃圾邮件（SPAM）或包含危害国家秩序和安全、封建迷信、淫秽、色情、低俗等违法违规信息。

4.2.4 违反与腾讯云网络相联通之网络、设备或服务的操作规定；实施违法或未授权之接管、盗用、干扰或监测。

4.2.5 实施任何破坏或试图破坏网络安全的行为，包括但不限于以病毒、木马、恶意代码、钓鱼等方式，对网站、服务器进行恶意扫描、非法侵入系统、非法获取数据等。

4.2.6 实施任何改变或试图改变腾讯云服务提供的系统配置或破坏系统安全的行为；利用技术或其他手段破坏、扰乱腾讯云服务的运营或他人对腾讯云服务的使用；以任何方式干扰或企图干扰腾讯云公司任何产品或任何部分、功能的正常运行，或者制作、发布、传播上述工具、方法等。

4.2.7 因从事包括但不限于“DNS解析”、“安全服务”、“域名代理”、“反向代理”等任何业务，导致您自己频繁遭受攻击（包括但不限于DDoS攻击）且未及时更正行为，或未根据腾讯云公司要求消除影响，从而对腾讯云服务平台或他人产生影响的。

4.2.8 实施其他违法、违规行为，包括但不限于赌博等非法活动。

4.3 您不应在腾讯云服务上安装、使用盗版软件等，并且您应按照国家有关规定对您使用的计算机信息系统采取安全保护措施，包括但不限于安装经国家许可的计算机信息系统安全专用产品等。

4.4 您应当按时付款。若您使用后付费服务且逾期付款的，您除应依约支付到期费用外，还应按所欠费用每天加收3‰的标准向腾讯云公司支付迟延履行金，直至缴清全部费用为止。若您逾期15天未支付到期费用的，腾讯云公司有权单方终止本协议。若您同时使用了预付费服务的，则您未使用的服务期限对应的费用将作为违约金归腾讯云公司所有。

第五条 腾讯云公司权利义务

5.1 腾讯云公司应当依照本协议约定向您提供腾讯云服务和售后支持。

5.2 腾讯云公司仅对腾讯云服务本身提供运营维护，您应当保证自身的网络、设备的安全性、稳定性，如发生以下情况，您应及时解决并避免对腾讯云服务产生影响：

5.2.1 您内部网络出现问题，包括但不限于超负荷等。

5.2.2 您自有设备或您使用的第三方设备出现故障。

5.2.3 您自行拆离设备或通过其他方式导致网络中断。

5.2.4 其他您的原因导致的任何故障、网络中断等。

5.3 若腾讯云公司自行发现或根据主管部门的信息、权利人的投诉等发现，您违反相关法律法规、规章制度或本协议的，腾讯云公司有权根据自己的独立判断单方采取以下措施中的一种或多种：

5.3.1 要求您立即删除、修改相关内容。

5.3.2 直接删除、屏蔽相关内容或断开链接等。

5.3.3 限制、暂停向您提供腾讯云服务（包括但不限于直接对您的部分服务进行下线并收回相关资源、对您腾讯云账户进行操作限制等）。

5.3.4 情节严重的，腾讯云公司有权终止向您提供腾讯云服务，终止协议（包括但不限于直接对您的全部服务进行下线并收回相关资源等），您未使用的服务期限对应的费用将作为违约金归腾讯云公司所有。

5.3.5 依法追究您的其他责任。

5.4 腾讯云公司可将本协议部分或全部权利义务转让予第三方，但腾讯云公司须提前90天书面通知您。为本款生效之需要，双方同意签订所有合理必要的文件及采取合理必要的措施。

第六条 知识产权、保密及隐私

6.1 双方单独享有的商标权、著作权或者其他知识产权，均仍归各方单独享有，并不会因为双方签订或者履行本协议而转归对方享有，或者转归双方共同享有。

6.2 任何一方均应尊重相对方、第三方的知识产权，如有任何第三方就一方侵犯其知识产权等合法权益的原因向另一方提起诉讼、主张索赔的，责任方应当独立处理相关纠纷，赔偿另一方的直接经济损失，并使另一方完全免责。

6.3 任何一方（接收方）从另一方（披露方）所接受之信息，如有标明或可合理认知为属于披露方的机密或专有信息的（以下称“保密信息”），包括但不限于腾讯云公司向您提供的折扣优惠等未公开发布的内容等，接收方须对披露方的保密信息保密，且未经披露方书面同意，不得用于本协议以外目的。接收方应以对待其自身保密信息相同的注意程度（且不得低于合理审慎义务）处理披露方的保密信息。

6.4 未经您授权，腾讯云公司不得访问您存储在腾讯云中的内容。但是，腾讯云公司可以在事先获得您授权的前提下，访问您的存储内容，以便您顺利使用腾讯云服务。

6.5 尽管如上所述，遇下列情况，接收方无需承担保密义务：

6.5.1 经披露方同意披露的。

6.5.2 非因接收方的过失而导致众所周知。

6.5.3 接收方在披露方披露之前已由其他合法渠道获知，且披露方无类似保密限制的。

6.5.4 接收方因法律程序或主管机关的要求需要披露任何信息的。

6.6 双方保密义务在本协议有效期限内及期限届满后持续有效，直至相关信息不再具有保密意义。

6.7 腾讯云公司有权根据国家司法、行政等主管部门的要求，配合查询、提供您信息等，以便及时解决投诉纠纷，保护各方合法权益。

6.8 为合理保护您、您的用户及权利人等各方的利益，腾讯云公司有权制定专门的侵权、投诉流程制度，您应当予以遵守。如果腾讯云公司接到第三方对您的投诉或举报，腾讯云公司有权向投诉方披露您的必要信息（包括但不限于注册名称、身份证明、联系人、联系电话等），并督促您与投诉方进行协商，以便及时解决投诉、纠纷，保护各方合法权益，您应当予以配合，否则，将可能影响您继续使用腾讯云服务。

6.9 腾讯云制订了相应隐私保护政策，该等政策仅适用于您使用本服务时产生的信息，不适用您在腾讯云存储的数据。腾讯云公司会按照公布的隐私政策使用和披露相关信息，您可在腾讯云官网获得腾讯云最新隐私政策。

第七条 责任限制

7.1 您理解并同意，在使用腾讯云服务的过程中可能会遇到以下情况使服务发生中断。出现下述情况时，腾讯云公司应及时与相关单位配合进行修复，但是由此给您造成的损失腾讯云公司将予以免责。

7.1.1 不可抗力，包括但不限于自然灾害、政府行为、政策颁布调整、法律法规颁布调整、罢工、动乱。

7.1.2 基础运营商原因，包括但不限于电信部门技术调整、电信/电力线路被他人破坏、电信/电力部门对电信网络/电力资源进行安装、改造、维护。

7.1.3 网络安全事故，如计算机病毒、木马或其他恶意程序、黑客攻击的破坏。

7.1.4 您通过非腾讯云公司授权的方式使用腾讯云服务，您操作不当或您的电脑软件、系统、硬件和通信线路出现故障。

7.1.5 其他非腾讯云公司过错、腾讯云公司无法控制或合理预见的情形。

7.2 因不可抗力、基础运营商原因、网络安全事故或其他超出当事人可合理掌控范围的事件，造成本协议迟延履行或任何一方违约，双方均无需承担违约责任。但是，受影响一方应尽可能及时通知另一方。如前述事件妨碍协议履行达30个自然日以上的，任一方可提前15天书面通知对方终止协议。因本条款终止协议的，任何一方均无须承担违约责任。

7.3 您理解并同意，腾讯云公司的服务是按照现有技术和条件所能达到的现状提供的。腾讯云公司将尽最大努力确保服务的连贯性和安全性，但腾讯云公司不能保证其所提供的服务毫无瑕疵。所以您也同意，即使腾讯云公司提供的服务存在瑕疵，但若上述瑕疵是当时行业技术水平所无法避免的，其将不被视为腾讯云公司违约，双方应友好协作共同解决问题。

7.4 在任何情况下，任何一方均不对相对方任何间接性、偶然性、特殊性的损害和损失，包括但不限于可得利益损失、相对方向第三方支付的费用等承担责任（即使该方已经被告知该等损失的可能性）。

第八条 通知和送达

8.1 您应当保证和维持资料的有效性，您的资料若存在虚假、无效等任何可能导致您无法及时获取业务通知、客户服务、投诉处理、纠纷协调、技术支持等情况的，由您自行承担相应责任。

8.2 您应当根据腾讯云官网公布的腾讯云公司的联系方式向腾讯云公司发送通知，双方另有约定除外。

8.3 腾讯云公司可以不定期以网页公告、电子邮件、手机短信、站内信、即时通讯工具等方式中的1种或多种向您发送与腾讯云服务有关的业务通知、服务提示、验证消息等各种业务通知，以及营销广告。

8.4 各方均应保证其联系方式真实、有效，通知自发送之日视为已送达收件人。

第九条 期限

9.1 本协议自您确认同意接受本协议后生效。双方合作期限自您确认同意本协议当时起至确认同意当年最后一日止，比如2016年6月1日至2016年12月31日。合作期限届满前任何一方均未书面提出到期不续约的要求的，双方合作期限将自动顺延1年，顺延次数不限。

9.2 若双方合作期限与您选购的服务的期限不一致的，则双方合作期限自动顺延至您选购的服务的服务期限届满之日。除非双方另有约定，本协议在您使用腾讯云服务期间持续有效。

9.3 双方合作期限届满前，若任何一方书面向对方提出到期不续约的要求的，本协议在合作期限届满后自动终止。

9.4 本协议的到期或终止，不影响协议到期或终止前产生的权利义务。

第十条 附则

10.1 本协议的签订地为广东省深圳市南山区。

10.2 本协议的成立、生效、履行、解释及纠纷解决，适用中华人民共和国大陆地区法律（不包括冲突法）。

10.3 因本协议产生之争议，双方应首先协商解决；双方未能以诚意协商解决的，任何一方均应将纠纷或争议提交深圳市南山区人民法院管辖。

10.4 本协议的拟定、解释均以中文为准。除双方另有约定外，任何有关本协议的翻译不得作为解释本协议或判定双方当事人意图之依据。

（正文完）

腾讯云

Data Privacy and Security Agreement

Last updated : 2018-05-24 20:44:42

To the extent that there is any conflict between this Data Privacy and Security Addendum ("**DPSA**") and the [Terms of Service](#) (and any documents or policies incorporated by reference therein, save for the DPSA) ("**Agreement**"), this DPSA will prevail.

1. Definitions

Unless stated otherwise the following terms will have the meanings ascribed to them below. Capitalised terms used in this DPSA but not defined below will have the meaning ascribed to them in the Agreement.

"Administrative Information" means personal information that Organisation provides to Tencent Cloud to set up and manage Organisation's account and the services provided by Tencent Cloud, and any personal information generated in connection with Organisation's use of the services provided by Tencent Cloud;

"Content" means any data, including personal information, that Organisation submits, uploads, transmits or displays using the services provided by Tencent Cloud;

"Controller" means a person who either alone or jointly in common with one or more other persons controls the collection, holding, processing or use of Personal Data;

"Controller-Processor Transfer Clauses" means the Standard Contractual Clauses (Controller to Processor) as set out in the Commission Decision of 5 February 2010 (C(2010) 593), as set out at below at **(2) Controller-Processor Transfer Clauses**;

"Data Breach" means any misuse, interference with, loss of, unauthorised access to, modification or disclosure of Personal Data that is Processed by Tencent in connection with Agreement;

"Data Protection Laws" means the data protection law(s) applicable in respect of the collection, storage, processing, transfer, disclosure, and use of any Personal Data which apply from time to time to the person or activity in the circumstances in question, including the Directive, the e-Privacy Directive and the GDPR;

"Data Subject" means any individual who is the subject of Personal Data;

"Directive" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data;

e-Privacy Directive" means Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the Processing of Personal Data and the protection of privacy in the electronic communications sector;

"EEA" means the European Economic Area;

"EU Personal Data" means Personal Data of a Data Subject that is located in the EEA;

“**GDPR**” means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data;

“**Jurisdiction-Specific Requirements**” means the specific requirements for Processing Personal Data that apply in certain jurisdictions, as set out below at **(1) Jurisdiction Specific Requirements**;

“**Organisation**” means the entity that has agreed to the Terms of Service. For the purposes of this DPSA (including its attachments), a reference to “Organisation” shall, in the case of an agreement with an individual that is not acting on behalf of an Organisation, be deemed to be a reference to that individual;

“**Personal Data**” means any information relating to an identified or identifiable natural person, including ‘personal data’ and ‘personal information’ as those terms are defined in the Data Protection Laws;

“**Processing**” means performing any operation or set of operations on Personal Data, including any collection, use, storage or disclosure, or as otherwise defined in the relevant Data Protection Laws;

“**Processor**” means a person who Processes Personal Data on behalf of one or more Controller(s);

“**Sub-Processor**” means any Tencent Affiliate or third party appointed from time to time by Tencent to Process Personal Data on its behalf in accordance with clause 7.4;

“**Supervisory Authority**” means a regulatory authority having competent jurisdiction in respect of a Data Protection Law;

“**Tencent Cloud**” means the entity that supplies the services to the Organisation, as specified in the Terms of Service; “**Tencent Cloud Portal**” means the customer portal to which Organisation has access upon completion of the sign-up process for Tencent Cloud;

“**Tencent Cloud Privacy Policy**” means the policy located [Privacy Policy](#), as updated by Tencent and notified to Organisation from time to time;

“**Tencent Security Policy**” means such reasonable and appropriate technical and organisational measures determined by Tencent from time to time, to protect Personal Data against unauthorised or accidental access, Processing, erasure, loss or use. Such measures will include the measures set out in the Controller-Processor Transfer Clauses (if applicable);

“**Terms of Service**” means the terms located at [Terms of Service](#); and

“**Third Countries**” means all countries outside of the scope of the data protection laws of the European Economic Area (the “**EEA**”), excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time, which at the date of this Agreement include Andorra, Argentina, Canada, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland and Uruguay.

2.Scope of the Agreement

This Addendum applies if you have entered into the Terms of Service for the supply of services by Tencent Cloud. The Addendum applies to the Processing of Personal Data that is Content. Personal Data that is

Administrative Information is Processed in accordance with the Tencent Cloud Privacy Policy and this Addendum shall not apply to the Processing of Administrative Information.

3. Authorisation to Process Personal Data

3.1 The parties acknowledge that in the performance of its obligations under the Agreement, Tencent may Process Personal Data in connection with Organisation's storage of, access to and Processing of Content as part of providing Tencent Cloud. The purpose of this DPSA is to set out the respective obligations of the parties in relation to such Processing.

3.2 Each party warrants to the other that it will comply with all Data Protection Laws applicable to it in relation to the Personal Data.

4. Controller and Processor

Tencent and Organisation acknowledge that Organisation is the Controller and Tencent is the Processor in respect of the Personal Data.

5. Service Regions

5.1 Subject to clause 5.2, where Organisation has selected a Service Region pursuant to the Agreement, Tencent will only Process the Personal Data in that Service Region.

5.2 Organisation acknowledges and agrees that Tencent may, for operational, regulatory or other reasons, need to change its Processing locations from time to time, provided that any Processing of Personal Data in a place other than the Organization's preferred Service Region will be considered a "material change" addressed in accordance with the Agreement.

6. Tencent's Obligations

6.1 To the extent that it Processes Personal Data on behalf of Organisation, Tencent will:

- a. Process the Personal Data only for the purpose of the Agreement, in accordance with the Organisation's written instructions (which shall include the terms of this DPSA any instructions provided via the Organisation's administrative console), and the Tencent Security Policy, and notify Organisation promptly if it is unable to comply with this DPSA or any of its terms;
- b. return or (at the written request of Organisation) securely destroy all Personal Data in its possession (including all back-up copies), unless it is prohibited from doing so by Applicable Laws;

- c. promptly notify the Organisation, upon becoming aware, of:
 - i. any court order or other legal process or any request or demand by any Supervisory Authority, regulator, official or other government ministry, authority or agent to obtain or access any Personal Data, unless such notification is prohibited by Applicable Law;
 - ii. any unauthorised disclosure of, or access to, the Personal Data or any loss, damage or destruction of the Personal Data; and
 - iii. any material complaint, communication or request relating to Tencent's obligations under the Data Protection Laws;
 - iv. any instruction received from the Organisation in relation to the Personal Data, which in the discretion of Tencent may breach any Applicable Law, including any Data Protection Law, of the appropriate jurisdiction;
- d. ensure that the Personal Data is accessible only to the duly authorised persons engaged by Tencent and, subject to clause 8, accessible only to its Sub-Processors and the personnel of such Sub-Processors who are duly authorised and who need to have access to the Personal Data in order to perform Tencent's obligations under the Agreement;
- e. ensure that the personnel engaged and duly authorised by it to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and ensure that the same obligations for data protection under this DPSP and the Organisation's instructions are complied with by such persons, taking into account the nature of the Processing;
- f. comply with any applicable Jurisdiction-Specific Requirements; and
- g. where the laws of the relevant jurisdiction require it:
 - i. implement appropriate technical and organisational security measures insofar as is practicable, for the purpose of providing reasonable assistance to the Organisation for the latter to comply with its obligations, including, as appropriate and applicable in the relevant jurisdiction: (i) the pseudonymisation of Personal Data; (ii) ensuring the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;
 - ii. taking into account the nature of the Processing, assist Organisation by appropriate technical and organisational measures, insofar as this is practicable, for the fulfilment of Organisation's obligation to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Laws;
 - iii. assist Organisation in ensuring compliance with the obligations to: (i) implement appropriate technical and organisational security measures; (ii) notify (if required) Data Breaches to Supervisory Authorities, the relevant Data Subjects, and other persons required under such Data Protection Laws, in cases where such notification and reporting is required under the relevant Data Protection Laws;

- and (iii) conduct data protection impact assessments and, if required, prior consultation with Supervisory Authorities; and
- iv. promptly notify Organisation in writing upon becoming aware of any improper, unauthorized, or unlawful access to, use of, or disclosure of, Personal Data which is Processed by Tencent under or in connection with this DPSA. Tencent shall be obliged to provide Organisation with all information reasonably necessary for the compliance with Organisation's obligations pursuant to Data Protection Laws.

6.2 Tencent shall notify Organisation if, in its opinion, an instruction of Organisation infringes the Data Protection Laws.

7. Organisation's Obligations

7.1 Organisation represents, warrants and undertakes to Tencent that throughout the Term that:

- a. the Personal Data has been and will be collected in accordance with the Data Protection Laws;
- b. all instructions from Organisation to Tencent will comply with the Data Protection Laws; and
- c. the transfer of the Personal Data to Tencent, and the Processing of the Personal Data by Tencent as instructed by Organisation and as set out in this DPSA, is consented to by the relevant Data Subjects (where required by law) and otherwise permitted by and in accordance with the Data Protection Laws.

7.2 Organisation agrees that it will indemnify and hold harmless Tencent on demand from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Tencent arising directly or indirectly from a breach of this clause 7.

7.3 Where Tencent faces an actual or potential claim arising out of or related to any breach of Data Protection Laws relating to Personal Data processed pursuant to this DPSA, Organisation will promptly provide all materials and information reasonably requested by Tencent that is relevant to the defense of such claim.

7.4 If Organisation becomes aware of any actual or suspected Data Breach relating to the Agreement, Organisation shall:

- a. take reasonable steps to carry out, within 30 days, an assessment to determine whether the Data Breach is notifiable under the Data Protection Laws and promptly notify Tencent in writing of the results of the assessment;
- b. if Organisation notifies Tencent that it considers the Data Breach to be notifiable under the Data Protection Laws:

- i. Organisation shall prepare a draft of any notification statements in respect of the Data Breach required under the Data Protection Laws ("Notification Statements") and provide the draft Notification Statements to Tencent for approval prior to disclosure to the applicable data protection regulators, Data Subjects or any other person;
- ii. Tencent shall provide Organisation with notice in writing:
 - of any changes that Tencent reasonably requires to the draft Notification Statement and Organisation shall incorporate all such changes into the draft Notification Statement; or
 - that Tencent approves the draft Notification Statement; and
- iii. following Tencent's approval of a draft Notification Statement, Organisation must provide a copy of the approved Notification Statement to the applicable data protection regulators, Data Subjects and any other person as required under the Data Protection Laws; and
- iv. not, and must ensure that its Affiliates and their respective personnel do not, make any public statement or disclosure relating to any suspected or actual Data Breach without the prior written consent of Tencent.

8.Appointment of Sub-Processors

8.1 Tencent may authorise any Sub-Processor to Process the Personal Data on its behalf provided that, where (and to the extent) required by Data Protection Laws, Tencent enters into a written agreement with the Sub-Processor containing terms which are substantially the same as those contained in this DPSA. Organisation hereby grants Tencent general written authorisation to engage such Sub-Processors listed at the Tencent Cloud [Third Parties](#), pagesubject to the requirements of this clause 8.

8.2 Tencent shall, to the extent the Personal Data Processed is EU Personal Data or where the laws of any other jurisdiction require such notification, inform Organisation in by email (and via the Tencent Cloud Portal) of any intended changes concerning the addition or replacement of the Sub-Processors. In such a case, Organisation will have fourteen (14) days from the date of receipt of the notice to approve or reject the change. In the event of no response from Organisation, the Sub-Processor will be deemed accepted. If Organisation rejects the replacement sub-processor, Tencent may terminate the Agreement with immediate effect on written notice to Organisation.

8.3 In the event that Tencent engages a Sub-Processor for carrying out specific Processing activities on behalf of Organisation, where that Sub-Processor fails to fulfil its data protection obligations, Tencent will remain fully liable under the Data Protection Laws to Organisation for the performance of that Sub-Processor's obligations.

Jurisdiction-specific Requirements

Europe

1.1 Tencent agrees that it will not Process EU Personal Data in a Third Country except where Tencent complies with the data importer's obligations set out in the Controller-Processor Transfer Clauses.

1.2 To the extent of any conflict between the Controller-Processor Transfer Clauses and the rest of this DPSA, the Controller-Processor Transfer Clauses will prevail in relation to any EU Personal Data.

1.3 For the purposes of the Controller-Processor Transfer Clauses, the following additional provisions will apply:

- a. the parties agree to observe the Controller-Processor Transfer Clauses without modification;
- b. the names and addresses of Organisation and Tencent will be considered to be incorporated into the Controller-Processor Transfer Clauses and for the purposes of the Controller-Processor Transfer Clauses;
- c. Organisation is the data exporter and Tencent, or Tencent's applicable Affiliate, is the data importer as defined in the Controller-Processor Transfer Clauses; and
- d. each party's signature to this DPSA will be considered a signature to the terms contained in the Controller-Processor Transfer Clauses.

1.4 If so required by the laws or regulatory procedures of any jurisdiction, the parties will execute or re-execute the clauses contained in the Controller-Processor Transfer Clauses as a separate document setting out the proposed transfers of Personal Data in such manner as may be required.

Suth Korea

1. If and to the extent that the Tencent Security Policy is insufficient to meet the applicable requirements under Korean privacy laws and regulations, Tencent will take additional measures from time to time to comply with such requirements (as applicable to an overseas transferee of Personal Data), including:
 - a. Articles 28 and 63 of the Act on the Promotion of Utilisation of Information and Communications Networks and the Protection of Information (the "**ICT Networks Act**");
 - b. Articles 15 and 67 of the Enforcement Decree promulgated under the ICT Networks Act;
 - c. the Guidelines for Technical and Administrative Measures for the Protection of Personal Information (issued by the Korea Communications Commission);
 - d. Article 29 of the Personal Information Protection Act (the "**PIPA**");
 - e. Article 30 of the Enforcement Decree promulgated under the PIPA; and
 - f. the Guidelines for Security Measures for the Safety of Personal Information (issued by the Ministry of Interior and Safety), as the foregoing may be amended and/or supplemented from time to time.
2. Tencent will:
 - a. use the Personal Data only for the purpose of and within the scope of entrusted work;
 - b. agree to be subject to the training and supervision by Organisation of Tencent's handling of the Personal Data; and
 - c. agree to be subject to the supervision and audit by relevant regulatory authorities.

3. Tencent will compensate Organisation and any relevant data subjects for any and all damages, liabilities, costs and expenses arising out of any breach of Tencent's obligations under this DPSA or under Applicable Law.

Controller-Processor Transfer Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection:

Name of the data exporting organisation: This is the Organisation that has entered into the Agreement, or if the Agreement is entered into with an individual that is not acting on behalf of an Organisation, that individual.

(the "**data exporter**")

And

Name of the data importing organisation: The contracting entity specified in section 1.2 of the Terms of Service.

(the "**data importer**")

each a "**party**"; together "**the parties**",

HAVE AGREED on the following Contractual Clauses (the "**Clauses**") in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

1. Definitions

For the purposes of the Clauses:

- 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' will have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- 'the data exporter' means the controller who transfers the personal data;
- 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of

the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

- e. 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- f. 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

3.1 The data subject can enforce against the data exporter this Clause, Clauses 4(b) to 4(i), Clauses 5(a) to 5(e) and 5(g) to 5(j), Clauses 6.1 and 6.2, Clause 7, Clause 8.2 and Clauses 9 to 12 as third-party beneficiary.

3.2 The data subject can enforce against the data importer this Clause, Clauses 5(a) to 5(e) and 5(g), Clause 6, Clause 7, Clause 8.2 and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.3 The data subject can enforce against the sub-processor this Clause, Clauses 5(a) to 5(e) and 5(g), Clause 6, Clause 7, Clause 8.2 and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor will be limited to its own processing operations under the Clauses.

3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

- a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- b. that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- c. that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- e. that it will ensure compliance with the security measures;
- f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- g. to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8.3 to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- i. that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- j. that it will ensure compliance with Clauses 4(a) to 4(i).

5. Obligations of the data importer

The data importer agrees and warrants:

- a. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

- b. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- c. that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- d. that it will promptly notify the data exporter about:
 - a. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - b. any accidental or unauthorised access, and
 - c. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- e. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- f. at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which will be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- g. to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which will be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- h. that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- i. that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- j. to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with Clause 6.1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in Clauses 6.1 and 6.2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor will be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
- b. to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer will promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor,

pursuant to Clause 8.2. In such a case the data exporter will be entitled to take the measures foreseen in Clause 5(b).

9. Governing Law

The Clauses will be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Sub-processing

11.1 The data importer will not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it will do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer will remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor will also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in Clause 6.1 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor will be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in Clause 11.1 will be governed by the law of the Member State in which the data exporter is established.

11.4 The data exporter will keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which will be updated at least once a year. The list will be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

12.1 The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor will, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or will destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the

personal data transferred anymore.

12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in Clause 12.1.

Appendix 1

Description of the Transfers (Controller-Processor)

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is the Organisation as defined in the Agreement, or if the Agreement is entered into by an individual that is not acting on behalf of an Organisation, that individual.

The data exporter has engaged the data importer to provide online services as described in the Agreement.

Data importer

The data importer is Tencent, as defined in the Agreement, a leading provider of Internet value added services. The data importer has been engaged by the data exporter to provide certain online services as described in the Agreement.

Categories of data

The personal data transferred concern the following categories of data (please specify):

The Content uploaded by the Data Exporter, or as notified by Data Exporter to Data Importer from time to time.

Special categories of data

The personal data transferred concern the following special categories of data (please specify):

The Content uploaded by the Data Exporter, or as notified by Data Exporter to Data Importer from time to time.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The Data Importer will process the personal data in support of the activities carried out by the Data Exporter. In particular, the Data Importer's processing activities carried out under the instructions and on behalf of the Data Exporter include: data hosting, data back-up, communications, data analytics, statistics, analysis, IT system administration, order fulfilment, support services, employee management services, processing order payments, delivery of marketing communications, promotions and surveys, operations, software maintenance and hosting, information technology services including desktop and network management, system monitoring, application and program development, archiving, disaster management and data restoring.

Appendix 2

Technical and Organisational Security Measures

We have implemented a comprehensive privacy and security programme for the purpose of protecting your content. This programme includes the following:

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.
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.
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.
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.
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.
 - d. IT Service Management System – ISO/IEC 27018:2014
 - e. CSA Security, Trust & Assurance Registry (STAR)

Acceptable Use Policy

Last updated : 2017-11-08 18:15:44

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 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 or regulations;
 - engage in 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;
 - create multiple accounts for disruptive or abusive purposes;
 - submit, upload, store, transmit or display 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 any person (whether adult or minor) in any way, including via bullying, harassment or threats of violence;
- is hateful, harassing, abusive, 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 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 : 2017-11-08 18:20:24

Introduction

At Tencent, we respect intellectual property rights and the owners of such rights. The Tencent Cloud Terms of Service require members to ensure that:

- they have the rights to upload any Content;
- such Content do not infringe the rights of any third parties; and
- such Content do not infringe any applicable laws applicable laws or regulations.

This Policy sets out how we respond to alleged copyright infringements on Tencent Cloud. In addition, we may respond to alleged copyright infringements in accordance with the Tencent Cloud Terms of Service and applicable laws.

Please note that this Policy is in relation to alleged copyright infringements only. If you are concerned about alleged infringements of any other intellectual property rights or proprietary rights (e.g. trademarks), or any other alleged activities that breach the Tencent Cloud Terms of Service (e.g. inappropriate content), please refer to the Tencent Cloud Terms of Service (including the Tencent Cloud Acceptable Use Policy) or contact us at cloudlegalenquiries@tencent.com

If you have any questions about this Policy, please contact us at cloudlegalenquiries@tencent.com

Summary of Notification and Counter-Notification process

In accordance with this Policy:

- if we receive a valid notification of alleged copyright infringement (the "Notification"), we will take reasonable steps to contact the party that uploaded to Tencent Cloud the relevant allegedly infringing material (the "**Material**"); and
- that uploading party may then submit a valid counter-notification in relation to the Notification (the "**Counter-Notification**").

Email submissions (either in the body of an email or as a pdf attached to an email) of Notifications and Counter-notifications are acceptable.

Please note that we may provide copies of any Notifications or Counter-Notifications to any person where required by law or as otherwise reasonably required by us to protect our interests.

Don't make false submissions!

Please carefully consider any submission of a Notification or Counter-Notification, particularly if you are unsure whether you own (or are lawfully authorised to use) the relevant Material – we recommend contacting an attorney if this is the case. You may be subject to liability under law if you, in relation to a Notification or Counter-Notification, knowingly make a false submission or make a submission in bad faith.

To file a Notification

You must be the owner of the Material's copyright (or an agent of such copyright owner) in order to file a Notification in relation to such Material.

The Notification must be in writing, and must contain at least the following information in sufficient detail:

1.The copyrighted work that you believe has been infringed upon (i.e. describe the work that you own) and provide evidence reasonably satisfactory for us to determine that you (or your principal if you are an agent) are the owner of such copyrighted work.

2.The Material that you claim is infringing on your copyright, and provide information reasonably sufficient for us to identify and locate the Material within Tencent Cloud.

3.Include the following statement: "I believe in good faith that the use of the copyrighted content and contained on Tencent Cloud as described above is not authorized by the copyright owner, its agent, or by protection of law. I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed".

4.Your address, telephone number or email address.

5.Sign the Notification (electronic signature is acceptable).

Please send any Notification to our Legal Officer via:

- **email at** cloudlegalenquiries@tencent.com ; or
- **postal mail** at Level 29, Three Pacific Place, 1 Queen's Road East, Wanchai, Hong Kong (Attention: Legal Department).

To file a Counter-Notification

The Counter-Notification must be in writing, and must contain at least the following information in sufficient detail:

- 1.The Material that was removed by us, and where the Material appeared within Tencent Cloud before it was removed.
- 2.State that you consent to: (a) where your address is in the USA, the federal district court jurisdiction for your address; or (b) where your address is outside of the USA, the jurisdiction of any judicial district in which we may be found.
- 3.State that you will accept service of process from the original Notification provider.
- 4.Include the following statement: "I swear, under penalty of perjury, that I believe in good faith that the relevant content identified above was removed or disabled as a result of a mistake or misidentification of the content to be removed or disabled".
- 5.Your address, telephone number or email address.
- 6.Sign the Counter-Notification (electronic signature is acceptable).

Please send any Counter-Notification to our Legal Officer via:

- **email** at cloudlegalenquiries@tencent.com ; or
- **postal mail** at Level 29, Three Pacific Place, 1 Queen's Road East, Wanchai, Hong Kong (Attention: Legal Department).

Service Level Agreements

General Service Level Agreements

Last updated : 2017-12-04 11:03:40

1. INTRODUCTION

1.1 This Service Level Agreement for Tencent Cloud ("**SLA**") is incorporated into, and forms part of, the Tencent Cloud for Organisations Agreement (the "**Agreement**") entered into between Tencent and Organisation. This SLA applies separately to each account using Tencent Cloud.

1.2 This SLA, including the Service Levels referenced in Section 5 below, will be effective only during the SLA Term (as defined in Schedule 2 to the Agreement).

1.3 Capitalised terms used but not defined in this SLA will have the meaning given to them in Schedule 1 of the Agreement.

1.4 Tencent may amend this SLA (including any Service Levels) in accordance with Clauses 3.4 and 3.5 of the Agreement.

1.5 In this SLA:

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

(b) "**Service Credit**" means a credit that Tencent will (subject to the terms and conditions of the Agreement) apply towards future Charges otherwise due and payable by Organisation under the Agreement; and

(c) "**Service Level**" means a service standard identified as a Service Level, as detailed in Section 5 below.

2. SERVICE LEVELS AND SERVICE CREDITS

2.1 Tencent will use reasonable efforts to make Tencent Cloud available in accordance with the Service Levels. If Tencent Cloud does not meet a Service Level during a particular calendar month (an "**Incident**"), then (subject to the terms and conditions of the Agreement) Organisation is eligible to receive a Service Credit as detailed below.

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 Service Credits will be due, for any non-complete calendar month (i.e. if Organisation does not purchase a particular Tencent Cloud service for a complete calendar month,

no Service Levels or Service Credits are applicable in relation to that service for that non-complete calendar month).

2.3 Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the relevant Tencent Cloud service provided under the Agreement during the relevant calendar month in which the Service Level was calculated.

2.4 Any Service Credits credited to Organisation:

(a) will only be applied against future payments of Charges due from Organisation's account to Tencent for the relevant Tencent Cloud service that is subject of the relevant Incident;

(b) unless otherwise expressly set out in the Agreement, will be Organisation's 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 Tencent Cloud (or any part of Tencent Cloud); and

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

2.5 The Service Credits credited to Organisation (pursuant to this SLA and pursuant to all applicable Service Levels) for any particular Tencent Cloud service in any given calendar month will not, under any circumstance, exceed the Charges paid and payable by Organisation for that particular Tencent Cloud service in that calendar month.

3. SERVICE CREDIT CLAIMS

3.1 To receive a Service Credit for an Incident, Organisation must submit a claim to Tencent (a "**Service Credit Claim**"). A Service Credit Claim can be submitted via the Tencent Cloud website (the "**Service Credit Claim Form**").

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

3.3 Tencent will evaluate each Service Credit Claim using information reasonable available to it, and (acting reasonably and in good faith) determine whether a Service Credit is owed to Organisation for that

Service Credit Claim. Tencent will use reasonable efforts to complete such evaluation within 60 days of Tencent's receipt of a properly completed Service Credit Claim.

3.4 If Tencent determines that a Service Credit is owed to Organisation for a Service Credit Claim, Tencent will apply the Service Credit as a deduction to the Charges payable by Organisation in the next Billing Cycle after such determination.

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

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

4. EXCLUSIONS

4.1 Under no circumstances will this SLA, Service Levels or Service Credits apply to, and under no circumstances will Tencent be liable for, any performance or availability issues relating to Tencent Cloud 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 Force Majeure Event;

(ii) any equipment, telecommunications or network failure external to Tencent Cloud's data centres, including at Organisation's site or in relation to Organisation's 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 (and in accordance with the Tencent Cloud Terms of Service);

(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) Organisation's non-compliance with the Agreement or any instructions concerning the use of Tencent Cloud notified by Tencent from time to time – including:

- (i) any failure to comply with the TOS, including the Privacy Policy, Acceptable Use Policy or Copyright Policy; or
- (ii) using Tencent Cloud in a manner inconsistent with its features and functions – for example, performing operations on, configuring or inputting instructions that are not supported by Tencent Cloud;
- (d) Organisation's use of a beta or test version of Tencent Cloud;
- (e) Organisation's failure to implement and follow appropriate security practices, including by protecting any of Organisation's Tencent Cloud account login details;
- (f) any suspension or termination by Tencent of Organisation's use of or access to Tencent Cloud in accordance with the Agreement;
- (g) planned or unplanned maintenance to Tencent Cloud; or
- (h) any other exclusions for specific Service Levels as set out at Section 5 below.

5. SERVICE LEVELS

The Service Levels that apply to specific Tencent Cloud services are set out at:

- [CVM Service Level Agreements](#)
- [CDB Service Level Agreements](#)
- [VOD Service Level Agreements](#)
- [CDN Service Level Agreements](#)

CVM Service Level Agreements

Last updated : 2017-12-04 11:02:06

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 are the Service Levels for Tencent Cloud's Cloud Virtual Machine service ("**CVM**").

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 CVM Expansion Support Service Level, Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the CVM 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 99.999% Persistence for all CVM block storage instances requested by Organisation.									
Requirements/conditions for this Service Level	For the purposes of this Service Level, " Persistence " means a maximum of one storage volume will experience data loss each calendar month if Organisation has requested 100,000 CVM block storage instances in that same month.									
Service Credit	<table border="1"> <thead> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>99.0% to < 99.999%</td> <td>10%</td> </tr> <tr> <td>95.0% to < 99.0%</td> <td>25%</td> </tr> <tr> <td>< 95.0%</td> <td>50%</td> </tr> </tbody> </table>		Persistence	Service Credit	99.0% to < 99.999%	10%	95.0% to < 99.0%	25%	< 95.0%	50%
Persistence	Service Credit									
99.0% to < 99.999%	10%									
95.0% to < 99.0%	25%									
< 95.0%	50%									

2.3 Service Availability Service Level

Service Level	At least 99.95% Service Availability for all CVMs.									
Requirements/conditions for this Service Level	<p>For the purposes of this Service Level, "Service Availability" means the average availability of all CVMs to Organisation, within the same region per-complete calendar month.</p> <p>Any 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"> <thead> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>99.0% to < 99.95%</td> <td>10%</td> </tr> <tr> <td>95.0% to < 99.0%</td> <td>25%</td> </tr> <tr> <td>< 95.0%</td> <td>50%</td> </tr> </tbody> </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 CVM Expansion Support Service Level

Service Level	Completing all requests from Organisation for expanded resource in accordance with the Service Availability Request metric below.
Requirements/conditions for this Service Level	<p>"Service Availability Request" means where the actual resource is being expanded by:</p> <ul style="list-style-type: none"> • less than 50 CVM instances will be completed within 10 minutes (of a working hour) from the time that the relevant request was submitted by the Organisation and registered in Tencent's system • less than 200 CVM instances will be completed within 1 working hour from the time that the relevant request was submitted by the Organisation and registered in Tencent's system <p>This Service Level only applies where the original capacity of the CVM service is 50% or less of the expanded resource (following fulfilment of the relevant request).</p> <p>This Service Level only applies where the Organisation has requested for the expansion to be manually performed.</p>

	<p>Scale-out schedule for requests for scaling out computing for more than 200 CVM instances or no less than 50% from the current capacity will be coordinated by a dedicated account manager. Such expansion requests will not be used to calculate this Service Level, and no Service Credits apply to such expansion requests.</p> <p>This policy applies to the following CVM resources: CPUs, memory, disks, and bandwidth. Scale-out can support a maximum of 48 CPU cores, 368GB of memory, 7,200GB of local disk, 4TB of single cloud disk, bandwidth up to 200Mbps. The granularity of the allocation may vary based on each resource type. Please refer to the Specifications for further details.</p> <p>In the above Service Levels, a "working hour" means a working hour (or minutes) between 9am to 6pm, Monday to Friday, Hong Kong time, excluding any public holidays in Hong Kong. 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 CVM resources 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="509 1200 1458 1435"> <tr> <td data-bbox="509 1200 1458 1279"> <p>Service Credit</p> </td> </tr> <tr> <td data-bbox="509 1279 1458 1435"> <p>10% of the Charges (during the relevant calendar month in which the Service Level was calculated) payable for the specific CVM resource being expanded.</p> </td> </tr> </table>	<p>Service Credit</p>	<p>10% of the Charges (during the relevant calendar month in which the Service Level was calculated) payable for the specific CVM resource being expanded.</p>
<p>Service Credit</p>			
<p>10% of the Charges (during the relevant calendar month in which the Service Level was calculated) payable for the specific CVM resource being expanded.</p>			

CDB Service Level Agreements

Last updated : 2017-12-04 11:02:01

1. INTRODUCTION

This agreement forms part of, and is incorporated into, the Tencent Cloud Service Level Agreement between you and us, in relation to your use of Tencent Cloud.

2. SERVICE LEVELS

2.1 Introduction

The following Service Levels apply to Tencent Cloud's Cloud Database service.

Service Credits are calculated in accordance with the Tencent Cloud Service Level Agreement. As set out in Sections 2.2 and 2.3 of that Agreement:

(a) All Service Levels will be calculated on a per-account, per-complete calendar month basis.

(b) except for the Database Expansion Support Service Level, Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the Cloud Database service provided during the relevant calendar month in which the Service Level was calculated.

2.2 Data Storage Persistence Service Level

Service Level	At least 99.9996% Persistence for Organisation's data storage on Tencent Cloud.									
Requirements/conditions for this Service Level	For the purposes of this Service Level, " Persistence " means a maximum of four storage volume will experience data loss each month if Organisation has requested 1,000,000 data storage instances during that complete calendar month.									
Service Credit	<table border="1"> <thead> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>99.0% to < 99.9996%</td> <td>10%</td> </tr> <tr> <td>95.0% to < 99.0%</td> <td>25%</td> </tr> <tr> <td>< 95.0%</td> <td>50%</td> </tr> </tbody> </table>		Persistence	Service Credit	99.0% to < 99.9996%	10%	95.0% to < 99.0%	25%	< 95.0%	50%
Persistence	Service Credit									
99.0% to < 99.9996%	10%									
95.0% to < 99.0%	25%									
< 95.0%	50%									

2.3 Service Availability Service Level

Service Level	At least 99.95% Service Availability for Cloud Databases.									
Requirements/conditions for this Service Level	<p>For the purposes of this Service Level, "Service Availability" means the availability of one or more specific Cloud Databases (based on the total number of active instances running at that time) to the Organisation per-complete calendar month.</p> <p>A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. The service unavailable time is a period of time from when the service failure begins through to when the service returns to normal, including the maintenance time.</p>									
Service Credit	<table border="1"> <thead> <tr> <th>Persistence</th> <th>Service Credit</th> </tr> </thead> <tbody> <tr> <td>99.0% to < 99.95%</td> <td>10%</td> </tr> <tr> <td>95.0% to < 99.0%</td> <td>25%</td> </tr> <tr> <td>< 95.0%</td> <td>50%</td> </tr> </tbody> </table>		Persistence	Service Credit	99.0% to < 99.95%	10%	95.0% to < 99.0%	25%	< 95.0%	50%
Persistence	Service Credit									
99.0% to < 99.95%	10%									
95.0% to < 99.0%	25%									
< 95.0%	50%									

2.4 Database Expansion Support Service Level

Service Level	Completing all requests from Organisation for expanded resource in accordance with the Service Availability Request metric below.
Requirements/conditions for this Service Level	<p>"Service Availability Request" means where the actual resource is being expanded by:</p> <ul style="list-style-type: none"> • less than 10 Cloud Databases, the application process will be completed within one working hour from the time that the relevant request was submitted by the Organisation and registered in Tencent's system; • between 10 to 30 Cloud Database, the application process will be completed within 24 working hours from the time that the relevant request was submitted by the Organisation and registered in Tencent's system; and • more than 30 Cloud Databases, the timeframe for completing the application process will be subject to Tencent's prior approval. Such expansion requests will not be used to calculate this Service Level, and no Service Credits apply to such expansion requests.

	<p>This Service Level only applies where: (a) the original capacity of the Cloud Database service is 50% or less of the expanded resource (following fulfilment of the relevant request); and (b) the maximum expanded resource capacity is 600GB.</p> <p>This Service Level only applies where the request for expansion will be manually performed.</p> <p>In the above Service Levels, a "working hour" means a working hour between 9am to 6pm, Monday to Friday, China Standard Time (CST), excluding any national holidays in China. Any time outside such working hours will not be used to calculate this Service Level.</p>		
<p>Service Credit</p>	<p>The below Service Credit will be payable against the specific database resource being expanded, where all Tencent application expansion processes related to that action fail to complete (in accordance with the corresponding Service Level) in any complete calendar month.</p> <table border="1" data-bbox="509 947 1458 1182"> <thead> <tr> <th data-bbox="509 947 1458 1025">Service Credit</th> </tr> </thead> <tbody> <tr> <td data-bbox="509 1025 1458 1182"> <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> </tbody> </table>	Service Credit	<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>
Service Credit			
<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>			

VOD Service Level Agreements

Last updated : 2017-12-04 11:01:56

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

Separate Service Levels apply to the Global Video Service and the Mainland China Video Service.

A "**Video Service Level**" is either the Global Video Service Level or the Mainland China Video Service Level (as applicable).

2.1 Global Video Service Level

The following is the "**Global Video Service Level**" for the Tencent Cloud Global Video Platform service ("**Global Video Service**").

Global Video Service Level	At least 99.9996% Persistence for Organisation's data storage on Tencent Cloud.
Requirements/conditions for this Service Level	" Availability " is calculated as the average result from five Tencent nominated major worldwide metropolitan backbone agents, geographically distributed across all active delivery regions (excluding Mainland China). See Section 3 below for detailed conditions.
Service Credit	See Section 4 below.

2.2 Mainland China Video Service Level

The following is the "**Mainland China Video Service Level**" for the Tencent Cloud Mainland China Video Platform service ("**Mainland China Video Service**").

Mainland China Video Service Level	Mainland China Video Service Availability is at least 99.90%.
Requirements/conditions for this Service	" Availability " is calculated as the average result from

Level	five Tencent nominated major metropolitan backbone agents, geographically distributed across all active delivery regions within Mainland China. See Section 3 below for detailed conditions.
Service Credit	See Section 4 below.

3. REQUIREMENTS & CONDITIONS FOR VIDEO SERVICE LEVEL

3.1 Calculation of Availability

For the purposes of each Video Service Level, "**Availability**" means the amount of time (in a complete calendar month) that the Video Service was available to Organisation.

Calculation of each Video Service Level refers only to the content delivery itself, and excludes the Cloud Console, Application User Interfaces (or APIs), and other related services.

In calculating Availability:

(a) Unit time = 5 minute intervals. A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. Two or more continuous intervals (10 minutes or greater) of service unavailability shall be considered a failure. Any period of service unavailability that is less than 10 minutes is not considered a failure.

(b) "**Unavailable**" means that the relevant Video Service is not available to be used by the end user in accordance with the relevant Specifications, only where such unavailability is caused by Tencent Cloud not operating in accordance with the relevant Specifications. The period of time where the service is unavailable is calculated from when the service failure begins through to when the service returns to normal, and excludes any unavailability caused by or in relation to any Exclusions.

(c) 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.

For the purposes of calculating Availability for each of the Video Service Levels:

(d) Tencent's tests for calculating Availability will meet all of the following criteria:

- (i) run equally from each agent, one or more times per hour
- (ii) use an MP4 HTTP test object (500KB-5MB)

(iii) have "cache-control: public" (1 day) as the only test object TTL

(iv) utilize high availability Video Service accessible origin storage

(e) All backbone "agent availability" problem samples will be trimmed from the pre-calculation final data.

(f) Organisation may also provide additional data from any third party, independent from Organisation and commercially operated monitoring services meeting these same criteria, for Tencent's consideration.

3.2 Video Service Level-specific Exclusions

In addition to the Exclusions set out in Section 4 of the Tencent Cloud Service Levels Agreement, any non-Availability of any Video Service caused by any of the following Exclusions will not be calculated for the purposes of calculating any Video Service Level:

(a) inaccessibility of Organisation's site source server(s) due to modification of source station equipment or acceleration of domain name(s) DNS configuration, without prior express agreement with Tencent; and

(b) where Tencent has provided additional capacity for Organisation's relevant Video due to a sudden increase in end user traffic to Organisation's site, without prior notice of such sudden increase from Organisation to Tencent.

4. SERVICE CREDITS

4.1 Introduction

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) Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the relevant Video Service provided during the relevant calendar month in which the Service Level was calculated.

4.2 Global Video Service Level – Service Credit

Persistence	Service Credit
99.0% to < 99.90%	10%
95.0% to < 99.0%	25%
< 95.0%	50%

4.3 Mainland China Video Service Level – Service Credit

Persistence	Service Credit
99.0% to < 99.90%	10%
95.0% to < 99.0%	25%
< 95.0%	50%

4.4 Example of how Service Credit for a Video Service Level is calculated

(a) Fault Time = (incident resolution time) minus (failure starting time).

(b) Fault time is calculated per minute. Faults under 1 minute will be rounded up and deemed as one minute.

CDN Service Level Agreements

Last updated : 2017-12-04 11:01:48

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

Separate Service Levels apply to the Global CDN Service and the Mainland China CDN Service.

A "**CDN Service Level**" is either the Global CDN Service Level or the Mainland China CDN Service Level (as applicable).

2.1 Global CDN Service Level

The following is the "**Global CDN Service Level**" for the Tencent Cloud Global Content Delivery Network service ("**Global CDN**").

Global CDN Service Level	Global CDN Availability is at least 99.90%.
Requirements/conditions for this Service Level	<p>"Availability" is calculated as the average result from five Tencent nominated major worldwide metropolitan backbone agents, geographically distributed across all active delivery regions (excluding Mainland China).</p> <p>See Section 3 below for detailed conditions.</p>
Service Credit	See Section 4 below.

2.2 Mainland China CDN Service Level

The following is the "**Mainland China CDN Service Level**" for the Tencent Cloud Mainland China Content Delivery Network service ("**Mainland China CDN**").

Mainland China CDN Service Level	Mainland China CDN Availability is at least 99.90%.
Requirements/conditions for this Service Level	<p>"Availability" is calculated as the average result from five Tencent nominated major metropolitan backbone agents, geographically distributed across all active</p>

	delivery regions within Mainland China. See Section 3 below for detailed conditions.
Service Credit	See Section 4 below.

3. 3. REQUIREMENTS & CONDITIONS FOR CDN SERVICE LEVEL

3.1 Calculation of Availability

For the purposes of each CDN Service Level, "**Availability**" means the amount of time (in a complete calendar month) that the CDN was available to Organisation.

Calculation of each CDN Service Level refers only to the content delivery itself, and excludes the Cloud Console, Application User Interfaces (or APIs), and other related services.

In calculating Availability:

(a) Unit time = 5 minute intervals. A service failure that returns to normal within less than 5 minutes will not be counted as service unavailability. Two or more continuous intervals (10 minutes or greater) of service unavailability shall be considered a failure. Any period of service unavailability that is less than 10 minutes is not considered a failure.

(b) "**Unavailable**" means that the relevant CDN Service is not available to be used by the end user in accordance with the relevant Specifications, only where such unavailability is caused by Tencent Cloud not operating in accordance with the relevant Specifications. The period of time where the service is unavailable is calculated from when the service failure begins through to when the service returns to normal, and excludes any unavailability caused by or in relation to any Exclusions.

(c) 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.

For the purposes of calculating Availability for each of the CDN Service Levels:

(d) Tencent's tests for calculating Availability will meet all of the following criteria:

- (i) run equally from each agent, one or more times per hour
- (ii) use a HTTP GET based small test object (50KB-500KB)
- (iii) have "cache-control: public" (1 day) as the only test object TTL
- (iv) utilize high availability CDN accessible origin storage.

(e) All backbone “agent availability” problem samples will be trimmed from the pre-calculation final data.

(f) Organisation may also provide additional data from any third party, independent from Organisation and commercially operated monitoring services meeting these same criteria, for Tencent's consideration.

3.2 CDN Service Level-specific Exclusions

In addition to the Exclusions set out in Section 4 of the Tencent Cloud Service Levels Agreement, any non-Availability of any CDN Service caused by any of the following Exclusions will not be calculated for the purposes of calculating any CDN Service Level:

- (a) inaccessibility of Organisation's site source server(s) due to modification of source station equipment or acceleration of domain name(s) DNS configuration, without prior express agreement with Tencent; and
- (b) where Tencent has provided additional capacity for Organisation's relevant CDN due to a sudden increase in end user traffic to Organisation's site, without prior notice of such sudden increase from Organisation to Tencent.

4. SERVICE CREDITS

4.1 Introduction

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) Service Credits are calculated as a percentage of the total Charges paid by Organisation to Tencent in respect of the relevant CDN Service provided during the relevant calendar month in which the Service Level was calculated.

4.2 Global CDN Service Level – Service Credit

Persistence	Service Credit
99.0% to < 99.90%	10%
95.0% to < 99.0%	25%
< 95.0%	50%

4.3 Mainland China CDN Service Level – Service Credit

Persistence	Service Credit
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Persistence	Service Credit
99.0% to < 99.90%	10%
95.0% to < 99.0%	25%
< 95.0%	50%

4.4 Example of how Service Credit for a CDN Service Level is calculated

(a) Fault Time = (incident resolution time) minus (failure starting time).

(b) Fault time is calculated per minute. Faults under 1 minute will be rounded up and deemed as one minute.

Privacy FAQs

Last updated : 2017-09-06 15:17:50

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.cloud.tencent.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 : 2018-05-24 20:44:14

If you are located in the European Economic Area or Switzerland, the data controller of your personal information for the purposes of the General Data Protection Regulation is Tencent International Service Europe B.V., a company registered in The Netherlands with its registered address at Atrium building, 8th floor, Strawinskylaan 3127, 1077 ZX Amsterdam, the Netherlands. If you are located outside the European Economic Area or Switzerland, the data controller of your personal information is the entity that you have contracted with, as set out in the [Terms of Service](#). In each case, the relevant entity is referred to for the purposes of this Cookies Policy as "**Tencent Cloud**", "**we**", "**us**" and "**our**".

We use cookies, log files and similar files or technologies to collect and store the information we automatically collect about your device and use of the Tencent Cloud website and cloud services ("Services"). You can find out more about cookies and how to control them in the information below. If you do not accept the use of these cookies, please disable them using the instructions in this cookie policy, by following the 'opt-out' links provided below or by changing your browser settings so that cookies from the Services cannot be placed on your device.

1. What is a cookie?

Cookies are text files containing small amounts of information which are downloaded to your device when you visit a certain webpage. Cookies are then sent back to the originating webpage on each subsequent visit, or to another webpage that recognises that cookie. Cookies are widely used in order to make the Services work, or to work more efficiently, as well as to provide information to the Services team. Cookies do lots of different jobs, like letting you navigate between pages efficiently, remembering your preferences, and generally improving the user experience. Cookies may tell us, for example, whether you have used the Services before or whether you are a new user.

There are two broad categories of cookies:

- **First party cookies**, served directly by us to your device.
- **Third party cookies**, which are served by a third party on our behalf.

Cookies can remain on your device for different periods of time. Some cookies are 'session cookies', meaning that they exist only while your browser or the application is open. These are deleted automatically once you close your browser or application. Other cookies are 'permanent cookies', meaning that they survive after your browser or application is closed. They can be used by the Services to recognise your device when you open and use the Services again.

2.How do we use cookies?

We use cookies to:

- track traffic flow and patterns of travel in connection with the Services;
- understand the total number of visitors to the Services on an ongoing basis and the types of browsers (e.g. Safari, Firefox, Chrome, Internet Explorer, Opera etc.) and operating systems (e.g. iOS, Android, Windows or Mac OS) used by our visitors;
- monitor the performance of the Services and to continually improve it; and
- customise and enhance your online experience.

3.What types of cookies do we use?

The types of cookies used by us and our partners in connection with the Services can be classified into one of certain categories, namely 'essential cookies', 'functionality cookies', and 'analytics and performance cookies'. We have set out some further information about each category, and the purposes of the cookies we and third parties set in the following table.

Type of cookie	What it does	How to block
Cookies necessary for essential Services	These cookies are essential to provide you with the Services and to use some of its features, such as to authenticate log-in, secure the Services and your information, and prevent fraudulent, criminal or other suspect activities. Without these cookies, services you have asked for, like transactional pages and secure login accounts, would not be possible.	Please see the instructions set out in ' How to control or delete cookies ' below.
Functionality Cookies	Functionality cookies record information about choices you've made and allow us to tailor the Services to you. These cookies mean that when you continue to use or come back to use the Services, we can provide you with our services as you have asked for them to be provided. For example, these cookies allow us to: <ul style="list-style-type: none"> • save your location preference (if you have set your location) in order to receive localized information; • remember settings you have applied, such as layout, text size, preferences, and colors; • show you when you are logged in; and • store accessibility options. 	Please see the instructions set out in ' How to control or delete cookies ' below.

Type of cookie	What it does	How to block
Performance / Analytics Cookies	<p>We use performance/analytics cookies to analyze how the Services are accessed, used, or are performing in order to provide you with a better user experience and to maintain, operate and continually improve the Services. For example, these cookies allow us to:</p> <ul style="list-style-type: none"> • better understand visitors to the Services so that we can improve how we present our content; • test different design ideas for particular pages or features; • collect information about users of Services such as where they are located and what browsers they are using; • determine the number of unique users of the Services; • improve the Services by measuring any errors that occur; and • conduct research and diagnostics to improve product offerings. 	<p>Please also see the instructions set out in 'How to control or delete cookies' below.</p>

4.How to control or delete cookies

You have the right to choose whether or not to accept cookies and we have explained how you can exercise this right below. However, please note that if you choose to refuse cookies 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. In order to understand these settings, the following links may be helpful, otherwise you should use the "Help" option in your browser for more details.

- [Cookie settings in Chrome for web](#) and [Android](#)
- [Cookie settings in Safari web](#) and [iOS](#)
- [Cookie settings in Internet Explorer](#)
- [Cookie settings in Firefox](#)

5.Changes to this Cookie Policy

We will occasionally update this Cookie Policy to reflect changes in our practices and services. When we post changes to this Cookie Policy, we will revise the "Last Updated" date at the top of this Cookie 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 in this Cookie Policy or any of our other policies.

6. Need More Information?

If you would like to find out more about cookies and their use on the Internet, you may find the following links useful:

- [All About Cookies](#)
- youonlinechoices.co.uk/uk

7. 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.

8. Contact us

If you have any questions or comments about this cookies policy, or privacy matters generally, please contact us via email cloudlegalnotices@tencent.com.