

Tencent Cloud AI Digital Human Related Agreement Product Documentation



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Privacy Policy

Last updated: 2025-04-08 14:10:05

1. Introduction

This Module applies if you use Digital Human ("Feature"). This Module is incorporated into the privacy policy located at ("[Privacy Policy](#)"). Terms used but not defined in this Module shall have the meaning given to them in the Privacy Policy. In the event of any conflict between the Privacy Policy and this Module, this Module shall apply to the extent of the inconsistency.

2. Controllership

The controller of the personal information described in this Module is as specified in the Privacy Policy.

3. Availability

This Feature is available to users globally but primarily intended for enterprise customers located in UK, Germany, United Arab Emirates, Saudi Arabia, Thailand, Singapore, Korea, Hong Kong.

4. How We Use Personal Information

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

Personal Information	Use	Legal Basis
Log data: service name, log level, time, trace ID, server IP address, code location, interface, request parameters, and response parameters.	We use this information for troubleshooting and to ensure that bugs are detected and remediated.	It is in our legitimate interests to use this information to improve the Feature and provide support in connection with the Feature supplied to you.
We use this information to enable you to use the Q&A tool within the Feature	We use this information as it is necessary for the performance of contract to provide the Feature to you.	–
Customer avatar data (generated by us based on the information uploaded by customer): image category, image name, avatar, preview image, clothing preview image, posture preview image,	We use this information to provide the Feature to you, including to display images of AI Digital Humans. Please note that this data is integrated	We use this information as it is necessary for the performance of contract to provide the Feature to you. To the extent the information contains your sensitive personal information,

<p>optional resolution, usage scenario, applicable access method, audio, action/movement.</p>	<p>with our Cloud Object Storage (COS) feature.</p>	<p>we use this information with your consent.</p>
<p>Image data (uploaded by customer and which we generate): Tencent Cloud user ID, username, template name, template creation time, selected AI Digital Human image and/or videos for the template.</p>	<p>We use this information to provide the Feature to you, including to generate the AI Digital Human using the image templates that the customer uploads.</p>	<p>We use this information as it is necessary for the performance of contract to provide the Feature to you. To the extent the information contains your sensitive personal information, we use this information with your consent.</p>
<p>Session data: Tencent Cloud user ID, username, project name, project creation time, project description, AI Digital Human type, scenario access method selection, preset Q&A response and configuration (including input written and audio script and the Q&A response) with the Digital Human, image uploaded by customer and image setting information.*This information is processed momentarily and is not stored on our servers. We only process this information if the customer switches on the Q&A tool within the Feature.</p>	<p>We use this information to provide the Feature to you, including to display and operate the customer-configured projects and to enable you to use the Q&A tool within the Feature. Please note that this data is integrated with our Cloud Object Storage (COS) feature.</p>	<p>We use this information as it is necessary for the performance of contract to provide the Feature to you. To the extent the information contains your sensitive personal information, we use this information with your consent.</p>
<p>Audio and video data (provided by you): Tencent cloud user ID, username, audio and video uploaded by you, audio and video duration, project name, project creation time and image setting information, including (e.g. image category, name, avatar, preview image, expression, etc.).</p>	<p>We use this information to provide the Feature to you, including to display and operate customer-created broadcast audio and video projects. Please note that this data is integrated with our Cloud Object Storage (COS) feature.</p>	<p>We use this information as it is necessary for the performance of contract to provide the Feature to you. To the extent the information contains your sensitive personal information, we use this information with your consent.</p>
<p>Operational data: Tencent Cloud user ID, username, interaction data for each AI Digital Human image (e.g the number of</p>	<p>We use this information to provide you with operational data generated by AI Digital</p>	<p>It is in our legitimate interests to perform management analysis and billing and to improve the Feature.</p>

interactions, cumulative service time, average service time per stream, concurrent streams) and total broadcast data for each AI Digital Human image (e.g. cumulative audio and video duration, number of broadcasts, concurrent broadcasts, and total order ID, order time, order images and service duration).

Human in order to facilitate our management analysis (provide you with statistics on management) and for our billing purposes (to calculate usage and billing for the Feature).

Please note that images and videos provided to us may contain sensitive personal data (e.g. facial scans), which we process only where consent has been obtained, as required under applicable data protection laws.

5. How We DISCLOSE AND STORE your Personal Information

As specified in the Privacy Policy.

Please note that all of the data is stored in and backed up in TencentDB for MySQL (MySQL) feature.

6. Data Retention

We will retain personal information in accordance with the following:

Personal Information	Retention Policy
Log data Customer avatar data Image data	We retain such data for 30 days.
Session data (except for preset Q&A data, which is not stored on our servers) Audio and video dataOperational data	We retain this data for 30 days after you log out.

7. Special Conditions

In order for us to process sensitive personal data (e.g. facial scans) provided by you and/or your end users for the purposes of generating an AI Digital Human which this Feature relies upon, you must ensure and represent, warrant and undertake that all necessary consents (including explicit consent, if applicable) of your end users are obtained on our behalf in respect of such processing. To the extent you or end users do not consent to such processing, please do not continue with your use of the Feature. You also agree that you will indemnify and hold Tencent harmless from and against all claims, liabilities, costs, expenses, loss or damage (including consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Tencent arising directly or indirectly from a breach of this requirement.

DSA (Data Sharing Agreement)

Last updated: 2025-04-08 12:02:53

Background

(A) This Data Sharing Agreement ("**Agreement**") is attached to and forms part of the Tencent Cloud [Terms of Service](#) ("**Terms of Service**"). To the extent there is any conflict between this Agreement and the Terms of Service (and any documents or policies incorporated by reference therein, save for this Agreement), this Agreement will prevail.

(B) This Agreement applies if Organisation entered into the Terms of Service for the provision of the AI Digital Human Cloud Module ("**Product**") by Tencent. This Agreement applies to the Processing of Content.

(C) This Agreement shall govern the transfer of Personal Data from Organisation to Tencent (each, a "**Party**") in connection with the provision of the Product by Tencent to Organisation. Organisation agrees to transfer Personal Data and Tencent agrees to Process the Personal Data in accordance with the terms set out in this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 Except to the extent defined below, capitalized terms shall have the meaning given to them in the Terms of Service.

- (a) "Applicable Law" means any of the following, in any jurisdiction, to the extent that it applies to a party:
 - (i) any statute, directive, order, enactment, regulation, bylaw, ordinance or subordinate legislation in force from time to time;
 - (ii) the common law and the law of equity;
 - (iii) any binding court order, judgment or decree;
 - (iv) any applicable industry code, policy or standard enforceable by law; and
 - (v) any applicable direction, statement of practice, policy, rule or order that is set out by a competent regulatory authority that is binding on the parties;
- (b) "Content" refers to any data, including Personal Data, that Organisation submits, uploads, transmits or displays while using the Services;
- (c) "Controller" refers to 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, including as applicable any "business" as that term is defined by the CCPA;
- (d) "Data Protection Laws" refers to the data protection law(s) applicable in respect of the collection, storage, processing, transfer, disclosure, and use of any Content in connection with the Services, including (without limitation) the Hong Kong Personal Data (Privacy) Ordinance, Singapore Personal Data Protection Act 2012, South Korea's Personal Information Protection Act, Thailand's Personal Data Protection Act 2019, United Arab Emirates' Data Protection Law, Saudi Arabia's Personal Data Protection Law, the U.S. Privacy Laws, the e-Privacy Directive, the e-Privacy Regulation (once it takes effect), the

- GDPR and the UK GDPR, in addition to any law which implements the e-Privacy Directive, the e-Privacy Regulation (once it takes effect), the GDPR and the UK GDPR (which for the avoidance of doubt is the UK Data Protection Act 2018), in each case as amended, consolidated, re-enacted or replaced from time to time;
- (e) "Data Subject" has the meaning given to that term or other analogous term (such as 'consumer' in the case of the CCPA) in Data Protection Laws;
- (f) "e-Privacy Directive" refers to 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;
- (g) "e-Privacy Regulation" refers to Regulation of the European Parliament and of the Council concerning the respect for private life and the protection of personal data in electronic communications and repealing Directive 2002/58/EC (Regulation on Privacy and Electronic Communications);
- (h) "EEA" refers to the European Economic Area;
- (i) "EEA/UK Personal Data" refers to Content which is Personal Data of a Data Subject that is located in the EEA or the UK;
- (j) "GDPR" refers to 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;
- (k) "Lawful Export Measure" means a method allowing for the lawful transfer of Personal Data from a data exporter to a data importer, as may be stipulated by Data Protection Laws or a Supervisory Authority from time to time, and which may include (depending upon the applicable laws) model transfer terms prescribed by Data Protection Laws; or prior registration, licensing or permission from a Supervisory Authority;
- (l) "Organisation" refers to the entity or legal person that has entered into the Terms of Service;
- (m) "Personal Data" has the meaning given to such term or other analogous term in Data Protection Laws that Tencent processes under the Agreement to provide the Services;
- (n) "Privacy Policy" refers to the policy located at Privacy Policy, as updated and notified to Organisation from time to time;
- (o) "Processing" has the meaning given to such term or other analogous term in Data Protection Laws, and "Process" and "Processed" shall be construed accordingly;
- (p) "Sale" and "Share" shall have the meaning given in the relevant Data Protection Laws;
- (q) "Services" shall have the same meaning ascribed to it as in the Terms of Service;
- (r) "Standard Contractual Clauses" means, (i) in respect of transfers of Personal Data subject to the GDPR, the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021, specifically including Module 1 (Controller to Controller); and (ii) in respect of transfers of Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner, in each case as amended, updated or replaced from time to time;
- (s) "Supervisory Authority" refers to a regulatory authority having competent jurisdiction in respect of a Data Protection Law;

- (t) "Tencent" refers to the contracting entity performing or procuring the Services, as specified in the Terms of Service;
- (u) "Terms of Service" refers to the terms located at Terms of Service;
- (v) "Third Country" refers to (i) in relation to Personal Data transfers subject to the GDPR, any country outside of the scope of the data protection laws of the EEA, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; (ii) in relation to Personal Data transfers subject to the UK GDPR, any country outside the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time-to-time; and (iii) in relation to Personal Data transfers that are not subject to either the GDPR or UK GDPR, any country or territory other than those approved as providing adequate protection for Personal Data by the relevant competent authority of such jurisdiction from time to time;
- (w) "U.S. Privacy Laws" means the California Consumer Privacy Act, as amended by the California Privacy Rights Act ("CCPA"), the Colorado Privacy Act, the Connecticut Data Privacy Act, the Utah Consumer Privacy Act ,the Virginia Consumer Data Protection Act and any other similar laws in the United States of America;
- (x) "UK" refers to the United Kingdom of Great Britain and Northern Ireland; and
- (y) "UK GDPR" means the UK General Data Protection Regulation as defined by the UK Data Protection Act 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

2. Service Regions

2.1 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 Organisation's preferred Service Region will be considered a "material change" addressed in accordance with the Terms of Service.

2.2 Organisation acknowledges and agrees that Tencent has appointed and may appoint one or more of its Affiliates or sub-contractors to Process Personal Data in a particular Service Region.

3. Purpose of Data Transfer

3.1 This Agreement sets out the framework for the transfer of Personal Data from Organisation to Tencent, each acting as independent Controllers. It defines the obligations, principles and procedures that the respective Parties shall comply with and the responsibilities the Parties owe to each other.

3.2 Further to the Terms of Service, Organisation agrees to transfer certain Personal Data set out in Schedule 1 on terms set out in this Agreement to Tencent and Tencent agrees to use the Personal Data on the terms set out in this Agreement. The Parties are acting as independent Controllers under Data Protection Laws in relation to the Processing of Personal Data under this Agreement.

3.3 The Parties consider this data transfer initiative necessary for Tencent to provide the Product to the Organisation ("Data Transfer Purpose"). The Parties agree to only Process Personal Data for the Data

Transfer Purpose and shall not Process Personal Data in a way that is incompatible with this clause or the Data Transfer Purpose.

3.4 Each Party warrants to the other that it will comply with all Data Protection Laws applicable to it in relation to the Personal Data Processed in connection with the Services.

4. Obligations of the Organisation

4.1 The Organisation shall inform Tencent immediately if it becomes aware of any Data Protection Law that prevents it from fulfilling its obligations under this Agreement. The Organisation has no reason to believe that any applicable local laws, including any requirements to disclose Personal Data or measures authorising access by public authorities, prevent Tencent from fulfilling its obligations under this Agreement.

4.2 The Organisation, represents warrants and undertakes that:

(a) it shall provide robust and sufficiently prominent notice and disclosure to, and obtain the informed and explicit consents, rights and authorizations from, Data Subjects, and take all other steps required by Data Protection Laws, as necessary in order to:

- (i) enable the Processing of the Personal Data in accordance with the Data Transfer Purpose; and
- (ii) enable the Parties to rely on a valid legal basis for the Processing contemplated by this Agreement in accordance with Data Protection Laws;

(b) it shall in its notice to the Data Subjects provide a link to Tencent's [Privacy Policy](#) and the [Privacy Policy Module](#) for the Product as may be updated from time to time;

(c) it shall:

- (i) in a verifiable manner ensure that the Data Subject has agreed to the terms and consented to the Processing set out in the letter of authorization in Schedule 3 in accordance with Data Protection Laws before such Processing takes place;
- (ii) to the extent the Data Subject is below the minimum legal age in the jurisdiction where they are located, in a verifiable manner ensure that parental consent to the Processing set out in the letter of authorization in Schedule 3 has been obtained, in accordance with Data Protection Laws before such Processing takes place;
- (iii) ensure robust procedures are in place to allow the Data Subject to withdraw their consent or opt out of the Sale or Share of their Personal Data, honour such withdrawal or opt out request and notify Tencent of the same, all in compliance with Data Protection Laws;
- (iv) document such consent or opt-out, as applicable, as obtained from the Data Subject;
- (v) comply with requirements applicable to the validity period of the consent collected, and request consent from the Data Subject once the validity period has expired;
- (vi) immediately notify Tencent if a Data Subject withdraws consent so as to enable Tencent to cease the Processing of Personal Data and to delete that Data Subject's Personal Data; and
- (vii) immediately notify Tencent if a Data Subject requests to exercises any other Data Subject rights under Data Protection Laws to enable Tencent to comply with such request.

4.3 The Organisation shall, upon reasonable request of Tencent:

- (a) promptly provide proof that a Data Subject's consent has been validly obtained in accordance with Data Protection Laws;
- (b) upon request of Tencent, cooperate with Tencent and provide all information in its possession to enable Tencent to audit Organisation's compliance with Clause 4.2(c);
- (c) make available to Tencent all information in its possession necessary and enable Tencent to otherwise conduct audits, including on-site audits, to demonstrate Organisation's compliance with its obligations under this Agreement and Data Protection Laws.

4.4 In the event the Organisation is in breach of the obligations in this Clause 4, Tencent may immediately terminate this Agreement upon written notice to Organisation.

4.5 The Organisation shall defend, 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 the Organisation's obligations under this Agreement.

5. International Data Transfers

5.1 In the event that Tencent does Process, access and/or store, or permit any third party including its subcontractors to Process, access or store, Personal Data in any Third Country, Tencent shall, and, if applicable, shall procure that any relevant Affiliate or sub-contractors shall:

- (a) in respect of the Processing of Personal Data in a Third Country that is subject to the GDPR or UK GDPR, comply with the data importer's obligations set out in the Standard Contractual Clauses, which are hereby incorporated into and form part of this Agreement, and:
 - (i) for the purposes of Annex I.A or Part 1 (as relevant) of such Standard Contractual Clauses, the Data Exporter is a Controller and the Data Importer is a Controller, and the name, address, registration number, contact person's details and relevant activities for each of them is as set out in this Agreement, the Start Date is the Effective Date, and the signature(s) (in any form) given in connection with the execution of this Agreement by a Party and the date(s) of such signature(s) shall apply as the dated signature required from that Party;
 - (ii) if applicable, for the purposes of Part 1 of such Standard Contractual Clauses, the relevant Addendum EU SCCs (as such term is defined in the applicable Standard Contractual Clauses) are the standard contractual clauses for the transfer of Personal Data to third countries set out in Commission Decision 2021/914 of 4 June 2021 (Module 1) as incorporated into this Agreement by virtue of this Clause 5.1;
 - (iii) for the purposes of Annex I.B or Part 1 (as relevant) of such Standard Contractual Clauses, the Processing details set out in Schedule 1 (Description of Transfers) shall apply;
 - (iv) for the purposes of Annex II or Part 1 (as relevant) of such Standard Contractual Clauses, the technical and organisational measures set out in Schedule 2 shall apply;
 - (v) if applicable, for the purposes of: (A) Clause 13, Clause 17, Clause 18 and Annex II.C of such Standard Contractual Clauses, the governing law and the competent courts shall be Netherlands, and the competent supervisory authority shall be the Dutch Autoriteit Persoonsgegevens; and (B) Part 1 of

such Standard Contractual Clauses, Tencent may terminate the Standard Contractual Clauses pursuant to Section 19 of such Standard Contractual Clauses; and

(b) in respect of the Processing of Personal Data in a Third Country that is not subject to the GDPR or UK GDPR, and to the extent required by Data Protection Laws, ensure that such transfer of Personal Data is carried out using a Lawful Export Measure. To the extent such Lawful Export Measure requires (a) a contract imposing appropriate safeguards on the transfer and Processing of such Personal Data (which is not otherwise satisfied by this Agreement); (b) a description of the Processing of Personal Data contemplated under this Agreement; and (c) a description of technical and organisational measures to be implemented by the Data Recipient, the Parties agree that the Standard Contractual Clauses, the description of processing activities set out in Schedule 1 and the description of technical and organisational measures set out in Schedule 2, shall apply mutatis mutandis for the benefit of such transfer, and in relation to any onward transfer of the Personal Data by that data importer to another person, the other person shall comply with the same importer obligations, mutatis mutandis.

6. Changes in Data Protection Laws

6.1 The Parties agree to negotiate in good faith modifications to this Agreement if changes are required for Tencent to continue to Process the Personal Data as contemplated by this Agreement in compliance with the Data Protection Laws or to address the legal interpretation of the Data Protection Laws, including (i) to comply with the GDPR or any national legislation implementing it, or the UK GDPR and any guidance on the interpretation of any of their respective provisions; (ii) where the Standard Contractual Clauses or any other mechanisms or findings of adequacy are invalidated or amended; (iii) if changes to the membership status of a country in the European Union or the European Economic Area require such modification.

SCHEDULE 1

DESCRIPTION OF TRANSFERS

A. LIST OF PARTIES

Data exporter(s) – Data Controller:

- The data exporter is the Organisation as defined in the Terms of Service. The address of the data exporter is as defined in the Terms of Service.
- The contact person's name, position and contact details of the data exporter is as defined in the Terms of Service.
- The data exporter has engaged the data importer to provide online services as described in the Terms of Service.
- The data exporter is the controller.

Data importer(s) – Data Controller:

- The data importer is Tencent, as defined in the Terms of Service. The address of the data importer is as defined in the Terms of Service.

- The contact person's name, position and contact details of the data importer is as defined in the Terms of Service.
- The data importer has been engaged by the data exporter to provide certain online services as described in the Terms of Service.
- The data importer is the controller.

B. Description of Transfer

Categories of data subjects whose personal data is transferred

Data Subjects whose Personal Data is controlled or made available by Organisation as Content.

Categories of personal data transferred

The Content uploaded by Organisation, or as notified by Organisation to Tencent from time to time. Please refer to the information specified in the [Privacy Policy Module](#) for the Product.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The Content uploaded by Organisation, or as notified by Organisation to Tencent from time to time, including images and videos of Data Subjects which capture their movements and facial expressions (i.e. facial scans). Please refer to the [Privacy Policy Module](#) for the Product for more information.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)
Continuous.

Nature of the processing

Tencent will process the Personal Data in support of the Services performed for Organisation.

Purpose(s) of the data transfer and further processing

Transfer and processing necessary to allow Tencent to perform the Services and its obligations under the Terms of Service.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

For the duration of the Terms of Service.

For transfers to processors, also specify subject matter, nature and duration of the processing

Affiliates and sub-processors listed at [Third Party Information](#) for the purpose of supporting the provision of Services by Tencent.

C. COMPETENT SUPERVISORY AUTHORITY

Dutch Autoriteit Persoonsgegevens

SCHEDULE 2

Technical and Organisational Security Measures

Where applicable this Schedule 2 also forms part of the Standard Contractual Clauses.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope,

context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

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

- **Data security.** We have designed and implemented the following measures to protect customer's data against unauthorized access:
 - standards for data categorisation and classification;
 - a set of authentication and access control capabilities at the physical, network, system and application levels; and
 - a mechanism for detecting big data-based abnormal behaviour.
- **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.
- **Physical and environmental security.** Stringent infrastructure and environment access controls have been implemented for Tencent Cloud's data centers based on relevant regional security requirements. An access control matrix is established, based on the types of data center personnel and their respective access privileges, to ensure effective management and control of access and operations by data center personnel.
- **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.
- **Compliance with standards.** We comply with the standards listed in our Compliance Center page, and as updated from time to time.

SCHEDULE 3

Consent and Release

If I am uploading my own materials for the creation of a digital human based on my own likeness, I hereby agree to the following:

1. I hereby consent to Tencent Cloud International Pte. Ltd. and its affiliates and partners ("Tencent") copying, processing and using the video and audio content provided by me (which may include but is not limited to personal information such as my image, likeness and voice, including biometric information such as facial scans and voiceprints, and any performances, literary, dramatic, musical or artistic works incorporated therein) ("My Video") for the purpose of developing and customizing the appearance and voice of artificial intelligence ("AI") digital humans (including for the AI digital human to have my likeness), publishing and performing such digital humans and promoting, demonstrating, using and continuing to develop such digital humans (the "Purpose"), both in my jurisdiction and anywhere else in the world ("My Consent"). I agree that My Video will be "User Data" for the purposes of the Tencent Cloud Terms of Service or Tencent Cloud Master Service Agreement entered into between Tencent and Customer ("Cloud Agreement"). Pursuant to the Cloud Agreement, Customer retains any Intellectual Property Rights it may have in User Data ("User Data", "Customer" and "Intellectual Property Rights" as defined under the Cloud Agreement).

2. I warrant that nothing in My Video will infringe the intellectual property rights of any third party (including copyright or any other third party rights), breach any contract or duty of confidence, constitute a contempt of court, be obscene, blasphemous or defamatory of any person, or be calculated to bring Tencent into disrepute or entitle any person or organization to claim any payment from Tencent. Further, I warrant that My Video does not include any personal information of any third party in respect of which I lack the necessary consent or authorization to share with Tencent for the Purpose.
3. I hereby irrevocably waive and agree not to exercise, to the fullest extent permitted by law and to the full extent necessary in order for Tencent to exercise its rights under the Cloud Agreement in respect of User Data, all rights in my performance in My Video and any and all moral rights or rights of personality that I may have in connection with My Video and any uses thereof, without further payment, liability or acknowledgement to me.
4. I hereby irrevocably release Tencent and each of its employees, representatives and agents from any and all claims, demands, costs and liability that may arise from the use of My Video as User Data in accordance with the terms and conditions of the Cloud Agreement.
5. I understand that I may withdraw My Consent by contacting Tencent at [cloudlegalnotices@tencent.com]. However, this may result in Tencent not being able to provide the AI digital human services. The withdrawal also would not affect the lawfulness of any processing that occurred prior to the receipt of my withdrawal request.
6. I confirm I understand that Tencent will retain my biometric information for the maximum timeframe permitted under applicable law, unless legally required to keep it for a different period, following which Tencent will permanently destroy my biometric information.
7. I warrant that I am at least of the minimum age of contractual capacity in the jurisdiction where I am residing, and have full capacity to agree to the terms of this Consent and Release. This Consent and Release shall be governed by the laws of Singapore. The parties agree that any dispute, claim, or controversy arising out of or relating to this Consent and Release, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Center in accordance with the Arbitration Rules of the Singapore International Arbitration Center for the time being in force, which rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one arbitrator. The language of arbitration shall be English. A person who is not a party to this Consent and Release has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any of its terms.

If I am uploading materials for the creation of a digital human (i) on behalf of a corporate entity, based on the likeness of a certain individual; or (ii) on behalf of a third party individual, based on the likeness of such third party individual, I hereby agree, on behalf of my corporate entity (if representing a corporate entity) or myself (if acting on behalf of the third party individual), that:

1. My corporate entity or I (as applicable) warrant that my corporate entity or I (as applicable) have provided sufficient and necessary information (including the Tencent Privacy Policy) to and obtained the license, authorization, or consent from the individual ("Individual") whose likeness will be used to create

the digital human (the "Individual's Consent"), to allow Tencent Cloud International Pte. Ltd. and its affiliates and partners ("Tencent") to copy, process and use the video and audio content provided by the Individual (which may include but is not limited to personal information of the Individual such as the Individual's image, likeness and voice, including biometric information such as facial scans and voiceprints, and any performances, literary, dramatic, musical or artistic works incorporated therein) (the "Individual's Video") for the purpose of developing and customizing the appearance and voice of artificial intelligence ("AI") digital humans (including for the AI Digital Human to have the Individual's likeness), publishing and performing such digital humans and promoting, demonstrating, using and continuing to develop such digital humans (the "Purpose"), both in my and the Individual's jurisdiction and anywhere else in the world. My corporate entity or I (as applicable) agree to indemnify and hold Tencent and its employees, representatives and agents harmless from any and all claims, demands, costs, liability, losses or damages to be made against or suffered by Tencent that may arise from: (i) any deficiencies in the Individual's Consent or the total lack thereof; or (ii) the use of the Individual's Video in any form for the Purpose. I agree that the Individual's Video will be "User Data" for the purposes of the Tencent Cloud Terms of Service or Tencent Cloud master service agreement entered into between Tencent and Customer ("Cloud Agreement"). Pursuant to the Cloud Agreement, Customer retains any Intellectual Property Rights it may have in User Data ("User Data", "Customer" and "Intellectual Property Rights" as defined under the Cloud Agreement). I acknowledge and confirm that the sharing of any personal information contained in the Individual's Video with Tencent shall be governed by the Data Sharing Agreement ("DSA"), which forms part of the Cloud Agreement, and that the Data Processing and Security Agreement referred to in the Cloud Agreement shall not apply.

2. My corporate entity or I (as applicable) warrant that nothing in the Individual's Video will infringe the intellectual property rights of any other third party (including copyright or any other third party rights), breach any contract or duty of confidence, constitute a contempt of court, be obscene, blasphemous or defamatory of any person, or be calculated to bring Tencent into disrepute or entitle any person or organization to claim any payment from Tencent. Further, my corporate entity or I (as applicable) warrant that the Individual's Video does not include any personal information of any third party other than such Individual, in respect of which I or my corporate entity (as applicable) lack the necessary consent or authorization to share the Individual's Video with Tencent for the Purpose.
3. My corporate entity or I (as applicable) warrant that my corporate entity or I (as applicable) have obtained the release of the Individual to irrevocably waive and agree not to exercise, to the fullest extent permitted by law and to the full extent necessary in order for Tencent to exercise its rights under the Cloud Agreement in respect of User Data, all rights in the Individual's performance in the Individual's Video and any and all moral rights or rights of personality the Individual may have in connection with the Individual's Video and any uses thereof, without further payment, liability or acknowledgement to the Individual ("Individual's Waiver"), with such Individual's Waiver made in writing and signed by the Individual. My corporate entity or I (as applicable) agree to indemnify and hold Tencent and its employees, representatives and agents harmless from any and all claims, demands, costs, liability, losses

or damages to be made against or suffered by Tencent that may arise from any deficiencies in the Individual's Waiver or the total lack thereof.

4. My corporate entity or I (as applicable) hereby irrevocably release Tencent and each of its employees, representatives and agents from any and all claims, demands, costs and liability that may arise from the use of the Individual's Video as User Data in accordance with the terms and conditions of the Cloud Agreement.
5. My corporate entity or I (as applicable) warrant that if the Individual communicates its withdrawal of Individual's Consent to my corporate entity or me (as applicable), my corporate entity or I (as applicable) will notify Tencent Cloud promptly at [cloudlegalnotices@tencent.com] in accordance with the terms of the DSA.
6. I warrant that I am at least of the minimum age of contractual capacity in the jurisdiction where I am residing, and have full capacity to agree to the terms of this Consent and Release. If I am acting on behalf of my corporate entity, I warrant that I am duly authorized to agree to the terms of this Consent and Release as a representative of my corporate entity, and I agree to personally indemnify and hold Tencent and its employees, representatives and agents harmless from any and all claims, demands, costs, liability, losses or damages to be made against or suffered by Tencent that may arise from any deficiencies in my legal capacity or authority or my total lack thereof to enter into this Consent and Release as a representative of my corporate entity.
7. This Consent and Release shall be governed by the laws of Singapore. The parties agree that any dispute, claim, or controversy arising out of or relating to this Consent and Release, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Center in accordance with the Arbitration Rules of the Singapore International Arbitration Center for the time being in force, which rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be Singapore. The tribunal shall consist of one arbitrator. The language of arbitration shall be English. A person who is not a party to this Consent and Release has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any of its terms.