

Terms and Policies

Terms of Service

Product Documentation



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 Tencent Cloud

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Service Statement

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

Terms of Service

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TENCENT CLOUD TERMS OF SERVICE

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

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

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

1.THE SERVICES AND APPLICATIONS.

The Services are further described [here](#) and include: (a) the documentation for the Services (as may be updated from time to time) in the form generally made available by Tencent to its customers for use with the Services; (b) the APIs, mobile applications, and Software provided by Tencent in connection with the Services; and (c) any additional services purchased by you. The Services may allow you to create applications using the Services or run applications on the Services, including any source code written by or on behalf of you to be used with the Services or otherwise hosted on Tencent Cloud (“**Applications**”).

2.ELIGIBILITY

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

3.CONTRACTING ENTITY; GOVERNING LAW

(a)The country specified in your registration information determines: (i) the Tencent entity with which you are contracting under these Terms; and (ii) the governing law that applies to these Terms and your use of the Services, as set forth in the table below. Notwithstanding anything to the contrary under these Terms, you acknowledge and agree that Services may be provided by one of our Affiliates to the extent deemed appropriate by us, for example, where required to comply with applicable laws and regulations or in accordance with Tencent's internal structuring of its operations in the applicable region. In particular, when the Services are provided in the PRC region, you acknowledge and agree that, in compliance with applicable PRC laws and regulations, the Services will be provided by Tencent Cloud Computing (Beijing) Co., Ltd..

“PRC” means the People’s Republic of China, and for the purpose of these Terms only, does not include the Hong Kong Special Administrative Region, Macau Special Administrative Region, and Taiwan.

Your Location	Tencent Contracting Entity	Governing Law
European Economic Area, United Kingdom, and Switzerland	Tencent Cloud Europe B.V., a Dutch registered company located at Buitenveldertselaan 1–5, 1082 VA, Amsterdam, the Netherlands	England and Wales
North America	Tencent Cloud LLC, a Delaware registered company located at Claremont 2747 Park Blvd, Palo Alto, CA 94306.	California, USA
South Korea	Tencent Korea Yuhan Hoesa, a Korean registered company located at 152, Taeheran-ro, Gangnam-gu (Gangnam Finance Center, Yeoksam-dong), Seoul, Korea	South Korea
Rest of the world	Tencent Cloud International Pte. Ltd., a Singapore registered company located at 10 Anson Road, #21–07, International Plaza, Singapore 079903	Singapore

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

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

4. USE OF SERVICES

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

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

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

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

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

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

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

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

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

5. FEES AND PAYMENTS

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

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

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

(d) To the extent permitted under applicable laws, Tencent may increase or introduce new Fees and charges for any existing Services at any time after prior notice. Any new or changed charges will apply to the

Services as of the date specified in the relevant notice, or if no such date is specified then with immediate effect.

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

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

6. TECHNICAL SUPPORT AND SERVICE LEVELS

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

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

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

7. YOUR OBLIGATIONS

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

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

(c) Restrictions. You will not, and will not allow your Affiliates, employees, and contractors and any third parties under your control, management, supervision, or otherwise to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Services (except to the extent such a restriction is expressly prohibited by applicable law,

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

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

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

8. INTELLECTUAL PROPERTY RIGHTS AND USER DATA

(a) Tencent Cloud Intellectual Property Rights. You agree that all Intellectual Property Rights in and to the Services, as between you and Tencent, will be owned by Tencent, or Tencent's licensors, as the case may be. Except as expressly set forth in these Terms and to the extent permissible under applicable law, Tencent

does not grant to you any licenses or other rights, implied or otherwise, in or to Tencent's Intellectual Property Rights. "**Intellectual Property Rights**" means all current and future worldwide rights under patent, copyright, trade secret, trademark, or moral rights laws, and other similar rights.

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

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

(d) User Data.

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

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

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

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

You retain any Intellectual Property Rights you may have in User Data.

9. TERM AND TERMINATION; SUSPENSION

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

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

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

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

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

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

(f) Effects of Termination.

- (i) Upon termination or expiration of these Terms: (1) you will pay Tencent any Fees or other amounts owed under these Terms within 30 days of termination or expiration; (2) you will delete the Software and remove from the Services any Application and User Data; (3) your rights under these Terms shall immediately cease; and (4) upon Tencent's request, you will use commercially reasonable efforts to return

or destroy all Tencent Confidential Information. Tencent has no obligation to make accessible to you any User Data after the termination of these Terms.

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

10. DISCLAIMER

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

(a) THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS;

(b) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE;

(c) THAT USER DATA WILL NOT BE SUBJECT TO LOSS OR DAMAGE;

(d) OF NON-INFRINGEMENT;

(e) THAT THE SERVICES OR SOFTWARE WILL BE SECURE OR COMPATIBLE WITH YOUR OR YOUR END USERS' NETWORKS, SYSTEMS, APPLICATIONS, HARDWARE, OR DEVICES; OR

(f) THAT THE SERVICES WILL BE OF MERCHANTABLE OR SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE. FOR THE AVOIDANCE OF DOUBT, THE SERVICES ARE NOT DESIGNED OR INTENDED FOR HIGH RISK ACTIVITIES.

11. LIMITATION OF LIABILITY; INDEMNIFICATION

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

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

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

- (i) YOUR PAYMENT OBLIGATIONS UNDER THESE TERMS;
- (ii) YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 11(F);
- (iii) YOUR INFRINGEMENT OF OUR, OUR AFFILIATE'S OR LICENSOR'S INTELLECTUAL PROPERTY RIGHTS; OR
- (iv) ANY FRAUDULENT ACTIVITIES OR FRAUDULENT MISREPRESENTATION.

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

- (i) causes attributable to infrastructure operators, including but not limited to technical adjustments made by telecommunications operators, damage to telecommunications/power lines, installation, modification or maintenance of telecommunications networks/power resources by telecommunications/power operators;
- (ii) your use of the Services in a manner not authorized by Tencent;
- (iii) improper operation by you or failures in your computer software, systems, hardware, or telecommunications lines; or
- (iv) any other circumstances not attributable to the fault of, outside the control of, or not reasonably foreseeable by, Tencent.

(e) Tencent Indemnification.

- (i) Tencent will defend or, at its option, settle any third party claim, allegation, suit or proceeding ("**Claim**") brought against you alleging that the use of the Services by you in accordance with these Terms infringes a third party patent or copyright. Tencent will have sole control of the defense or settlement negotiations, and Tencent agrees to pay, subject to the limitations set forth in these Terms, any final judgment entered against you and any amounts agreed to in settlement by Tencent as a result of such infringement in any Claim defended by Tencent; provided that you provide Tencent with: (1) prompt written notice of the Claim; (2) sole control over the defense and settlement of the Claim; and (3) all reasonably requested information and assistance, to settle or defend the Claim.
- (ii) In the event that any Claim is brought or, in Tencent's opinion, likely to be brought, Tencent may, at its sole option and expense: (1) procure for you the right to continue to use the applicable Services; (2) modify the Services, or replace the Services with non-infringing software or services that do not materially impair the functionality of the Services; or (3) if neither of the foregoing is feasible on commercially reasonable terms, terminate these Terms and notify you to discontinue to use the applicable Services.
- (iii) Tencent will have no obligation to you under this Section 11(e) to the extent a Claim arises from: (1) your breach of these Terms; (2) User Data; (3) use of the Software or Services in combination with any products, services, data, software, hardware or business processes not provided by Tencent, if the alleged infringement is based on that combination; (4) use of non-current or unsupported versions of the Services or Software; (5) modifications to the Software or Services by anyone other than Tencent or its Affiliates; (6) any necessary implementation of an industry standard or protocol or compliance with any

applicable laws and regulations; or (7) liability arising from your or any End User's use of the Services after Tencent has notified you to discontinue such use.

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

(f) Your Indemnification.

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

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

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

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

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

(g) Independent Allocations of Risk. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN YOU AND TENCENT. THIS ALLOCATION IS REFLECTED IN THE FEES CHARGED BY TENCENT TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TENCENT. EACH OF THESE PROVISIONS IS SEVERABLE

AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE LIMITED REMEDIES IN THESE TERMS HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

12. TRADE COMPLIANCE

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

- (i) listed in any list of designated persons maintained by any authority with jurisdiction over you (any person so listed being a “**Restricted Person**”);
- (ii) organized under the laws of, operating from or located or resident in a country or territory that is the target of comprehensive sanctions (as of the date of last update of these Terms, including Iran, Cuba, North Korea, Syria, the Crimea/Sevastopol region and the so-called Donetsk and Luhansk People’s Republics (collectively, “**Sanctioned Territories**”)); or
- (iii) controlled or owned 50 percent or more (directly or indirectly) in the aggregate, by one or more Restricted Persons.

(b) Sanctions Event. If you become a Restricted Person or controlled or owned by 50% or more (directly or indirectly) in the aggregate, by one or more Restricted Person; if provision of or use of the Services becomes otherwise restricted or prohibited as a consequence of the imposition of sanctions or by operation of Trade Laws (as defined below); or if Tencent reasonably believes that you are in violation of Trade Laws or are engaging in activities that would risk placing Tencent in breach of any Trade Laws (a “**Sanctions Event**”), Tencent shall not be obliged to perform any of its obligations under these Terms or continue to provide the Services and shall be entitled, in its sole discretion, to terminate these Terms and the provision of the Services with immediate effect. Tencent is also entitled to take any other remedial actions at the discretion of Tencent.

(c) Trade Compliance. In connection with your use of the Services, you will comply with all applicable export controls and economic sanctions laws and regulations (collectively, “**Trade Laws**”). You agree not to engage in any activities in connection with the use of the Services that would violate Trade Laws or that would risk placing Tencent in breach of any Trade Laws. You are solely responsible for compliance with Trade Laws related to the manner in which you choose to use the Services, including: (i) your transfer and processing of User Data; (ii) the provision of User Data to End Users; and (iii) specifying the Service Region in which any of the foregoing occur. For the avoidance of doubt, these Terms require you to, and you are solely responsible for complying with Trade Laws in the use of the Services by you and your End Users.

13. GENERAL

(a) Independent Contractors. The relationship of the parties established by these Terms is that of independent contractors, and nothing contained in these Terms should be construed to give either party the power to: (i) act as an agent; or (ii) direct or control the day-to-day activities of the other. Financial and other obligations associated with each party’s business are the sole responsibility of that party and neither party has authority to bind the other party.

(b) Non-Assignability and Binding Effect. Neither party may assign or otherwise transfer, by operation of law or otherwise, its rights or obligations under these Terms without the prior written consent of the other party, except that Tencent may freely assign or otherwise transfer these Terms without your consent: (i) in

connection with a merger, acquisition or sale of all or substantially all of Tencent's assets; or (ii) to any Affiliate or as part of a corporate reorganization. Upon such assignment or transfer taking effect, the successor or permitted assigns (as the case may be) shall assume assignor/transferor's liability and assignor/transferor is released from the same. Any attempted assignment or transfer in violation of the foregoing restriction will be void. Subject to the foregoing, these Terms will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

(c) Consent to Electronic Communications. By using the Services, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically, whether by e-mail, through the Services platform, or otherwise, will satisfy any legal communication requirements, including that those communications be in writing.

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

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

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

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

(h) Entire Agreement. These Terms and the Additional Terms are the final and complete expression of all agreements between you and Tencent regarding their subject matter and supersede all prior oral and written agreements regarding these matters. The Additional Terms referred to in these Terms are incorporated by this reference. In the event of any conflict between the Terms and the Additional Terms, the inconsistency shall be resolved by giving preference to the following in the order that they are listed: (i) the Data Processing and Security Agreement (which shall govern with respect to processing of Personal Data as applicable to the relevant Services); (ii) these Terms; and (iii) the Additional Terms, provided, however, that the terms and conditions of the PRC Service Region Terms, the North America Terms, the EEA Consumer Terms, Germany Terms, South Korea Terms or other region-specific terms will govern with respect to the Services, if applicable. Tencent shall not be bound by any term which is different from, modifies or otherwise in addition to the terms of these Terms, unless modified in accordance with these Terms, or otherwise agreed in writing. Where applicable, if you enter into a separate service agreement with Tencent in respect of the Services, and where expressly provided by that service agreement, the terms of the service agreement shall prevail to the extent that there is any conflict or inconsistency between the terms of that service agreement and these Terms. Without limiting the foregoing, the parties agree that any terms and conditions in any customer-issued purchasing forms, request for proposal, vendor questionnaire or similar shall not apply and Tencent disclaims the same.

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

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

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

(l) Notice. Any notice required or permitted to be given under these Terms will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth above (in the case of Tencent) and any address registered with us (in your case) and

with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notwithstanding the foregoing, any notices, communications, or disclosures sent electronically by Tencent through email, the platform for the Services or otherwise, shall be deemed a valid and binding notice required or permitted to be given under these Terms.

TENCENT CLOUD PRC SERVICE REGION TERMS

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

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

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

(a) activities that contravene the Basic Principles of the Constitution of the PRC; jeopardize national security, reputation or interests; incite subversion of state power; overthrow the socialist system; incite division of state and sabotage national unity; advocate terrorism or extremism; incite ethnic hatred or discrimination; undermine the national religion policy; and/or promote cults or feudal superstition;

(b) deceptive, false or misleading practices, or practices that infringe the intellectual property rights or legitimate rights and interests of others, such as using "private servers" or "plug-ins";

(c) posting, publishing or dissemination of spam or unlawful content that disrupt national order, jeopardize national security, or advocate for feudal superstitions, obscenity, pornography or vulgarity;

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

(e) any actual or attempted sabotage of network security, including but not limited to performing malicious scanning of websites and servers, hacking into a system, or unlawfully accessing data by using viruses, Trojans or malicious codes, phishing and so forth;

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

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

(g) you being frequently attacked (including but not limited to DDoS attacks) as a result of the provision of the Services, including but not limited to "DNS resolution", "security services", "domain name proxy" and "reverse proxy", and failing to correct your practices in a timely manner, or failing to eliminate the effects as requested by Tencent, thereby causing an impact on the Services platform or on others;

(h) activities violating the "Seven Bottom Lines", where the "Seven Bottom Lines" refers to the baseline standards in the following seven areas: laws and regulations, socialist system, national interests, citizens' legitimate rights and interests, national order, moral risks, and information veracity, as promulgated by the competent authorities, and which may be updated or amended from time to time; and

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

3. Your Information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TENCENT CLOUD NORTH AMERICA TERMS

To the extent you wish to receive Services under the Tencent Cloud Terms of Service (“**Terms**”) and the country specified in your registration information is in North America, you shall be subject to the terms of these North America Terms. Section II.3 of these Tencent Cloud North America Terms also applies to the extent you elect to (i) utilize Services in the United States or (ii) utilize Services that may otherwise rely on, interact with, or process data through our infrastructure located in the United States, in each case involving Sensitive Data, as defined below. Any terms used but not defined in these North America Terms have the meaning given to them in the Terms.

1. Dispute Resolution and Arbitration

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

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

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

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

2. Third Party Connectivity Services

The Services provided to you may include broadband data connectivity services that connect your location(s) to Tencent Cloud (the “Third Party Connectivity Services”). Tencent acts as a network manager and obtains the Third Party Connectivity Services on your behalf as an element of the Services you receive. The Third Party Connectivity Services are provided by one or more broadband service provider(s) subject to the terms

and conditions of such provider(s). The Third Party Connectivity Services are subject to certain performance limitations that impact your use of the same. You may contact Tencent at cloudlegalnotices@tencent.com to obtain additional information about the Third Party Connectivity Services that are being used as an element of your Services, including the provider(s)' network practices, performance characteristics, and applicable commercial terms. Tencent passes through any costs for the Third Party Connectivity Services from the provider(s) to you and may charge a network manager fee as part of the Services offered.

3. Sensitive Data

To the extent this Section 3 applies, references in the Terms to “these Terms” are deemed to include reference to this Section 3, and capitalized terms not otherwise defined shall have the meaning assigned by the Access to U.S. Sensitive Personal Data and Government–Related Data by Countries of Concern or Covered Person (the “DSP,” codified at 28 C.F.R. Part 202).

You acknowledge and agree that our Affiliates in jurisdictions outside the Service Region, with respect to certain Services only, may be involved in processing customer data (including User Data), and the term “User Data” as used in the Terms and these North America Terms shall also be defined to include reference to “Sensitive Data” (as defined below). You are solely responsible for, and Tencent is not responsible for and is not liable for any damages or losses arising from, configuring and using the Services in a way that meets your security requirements.

In connection with your use of the Services, you will not, and will not allow your Affiliates, employees, and contractors and any third parties under your control, management, supervision, or otherwise to, store or to transfer, process or provide access to any U.S. Sensitive Personal Data or U.S. Government–related Data (collectively, “Sensitive Data”) to Countries of Concern or Covered Persons as each is defined by the DSP, without fully complying with the DSP. You agree not to engage in any activities in connection with the use of the Services that would violate the DSP or that would risk placing Tencent in breach of the DSP.

You are solely responsible for performing any required assessments, diligence, auditing or recordkeeping required of you by the DSP, including determining whether your use of the Services involves a restricted or prohibited transaction under the DSP.

You are solely responsible for, and Tencent is not responsible or liable for any damages or losses arising from, your compliance with the DSP, including but not limited to the manner in which you choose to use the Services, including: (i) your transfer and processing of User Data; and (ii) specifying the Service Region in which any of the foregoing occur. For the avoidance of doubt, you acknowledge and agree that with respect to Section 11(e)(iii) (*Indemnification*) of the Terms, Tencent will also have no obligation to you under Section 11(e) of the Terms to the extent a Claim arises from your provision of User Data and/or use of the Software or Services to process User Data in violation of the DSP. Additionally, for the avoidance of doubt, to the extent the North America Terms impose more restrictive obligations regarding the processing of Sensitive Data, you acknowledge and agree this does not pose a conflict with the Data Processing and Security Agreement, and the restrictions on processing Sensitive Data shall apply.

EU DATA ACT TERMS

To the extent you wish to receive Data Processing Services under the Tencent Cloud Terms of Service (the “**Terms**”) and the country specified in your registration information is in the European Union, you shall be subject to the terms of these EU Data Act Terms (“**EU DA Terms**”), which prevail over the general terms and conditions of service set out in the body of the Terms in case of any contradictions. You may store and reproduce the EU DA Terms and the Terms at any time by selecting “Download PDF” at the top of this [page](#).

Any capitalised terms used but not defined in the EU DA Terms have the meaning given to them in the Terms or, if relevant, in the Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023, as it may be amended from time to time (the “**EU Data Act**”).

1. Switching Initiation

In accordance with the EU Data Act, you have the right to request (i) the Switching of the Data Processing Services provided by Tencent in accordance with the Terms (the “**Tencent Data Processing Services**”) to transition to an alternative provider or to an On–Premises ICT Infrastructure or (ii) the erasure of your Exportable Data and Digital Assets.

Such request can be initiated by providing Tencent with a Switching notice (the “**Switching Notice**”) no less than 2 months prior to the commencement date of the intended migration period to complete the Switching (the “**Migration Period**”).

2. Migration Period

The Switching must be completed within a Migration Period of up to 30 calendar days following receipt of the Switching Notice. If completion within this period is technically unfeasible, Tencent shall, within 14 working days of receiving the Switching Notice, notify you in writing, providing a justification for the technical issue and proposing an alternative period for completion, which shall not exceed 7 months from the date of the Switching Notice.

You have the right to request a one–time extension of the Migration Period by providing written notice to Tencent prior to the expiry of the Migration Period. Such notice must specify the duration of the Migration Period you consider more appropriate for your own purpose.

3. Exportable Data and Digital Assets

Input and output data, including metadata, directly or indirectly generated, or cogenerated, by your use of the Data Processing Services (“**Exportable Data**”) and your Digital Assets, can be transferred as part of the Switching. Subject to clause 5.2, Exportable Data shall at minimum include User Data and related metadata. Your Exportable Data and Digital Assets do not comprise data or assets that: (i) have not been, directly or indirectly, generated or cogenerated through your use of the Data Processing Services; (ii) are protected under intellectual property laws or considered trade secrets of Tencent or third parties; or (iii) are relating to the integrity and security of the Services, Tencent systems and infrastructures, the export of which will expose Tencent to cybersecurity vulnerabilities. These exclusions shall not impede or delay the execution of the Switching.

4. Tencent's Obligations

During the Migration Period, the Terms remains applicable and Tencent shall (i) provide you and authorised third parties with reasonable assistance for the purpose of completing the Switching, (ii) continue to provide

the Data Processing Services in accordance with the Terms and act with due care to enable you to maintain business continuity, including by providing relevant information concerning known risks to continuity of the relevant Data Processing Services, and (iii) maintain a high level of security, including as part of the transfer and retrieval of the Exportable Data and Digital Assets, in accordance with applicable laws. In addition, Tencent shall support your exit strategy to the extent relevant to Tencent Data Processing Services, including by providing relevant information in its possession.

5. Your Obligations

You shall take all reasonable steps to facilitate the effective completion of the Switching and cooperate with Tencent to this end (including by complying with Tencent's guidance (if any)). You are responsible for the import, storage and implementation of the Exportable Data and Digital Assets into the destination systems. You and any third parties acting on your behalf shall comply with all intellectual property rights associated with any materials or tools made available by Tencent in connection with the Switching. You may use such materials or tools solely to the extent required to complete the Switching, and only for the applicable Migration Period.

6. Completion and Termination

You shall notify Tencent in writing and without delay upon the successful completion of the Switching. Your agreement with Tencent for the provision of Data Processing Services shall terminate automatically, in whole or in part, without any formality being required, upon the occurrence of either: (i) the successful completion of the Switching, as notified in writing by you, or upon expiry of the Migration Period; (ii) if you elect not to switch but instead to erase all Exportable Data and Digital Assets, upon expiry of the Switching Notice period. Tencent shall notify you in writing that such termination has occurred, for information purposes only. For the avoidance of doubt, such termination should be limited to the Tencent Data Processing Services specified in your Switching Notice only.

Upon completion of the Migration Period, you shall have the right to retrieve, during the 30-day retrieval period, the Exportable Data and Digital Assets. Unless otherwise agreed or required by law, Tencent shall ensure full erasure of Exportable Data and Digital Assets upon completion of the Switching and after the end of the above-mentioned retrieval period.

7. Transparency regarding international access and transfer

(a) Information about the jurisdictions to which the ICT infrastructure deployed by Tencent for the provision of the Data Processing Services may be subject is available at [here](#).

(b) A general description of the technical, organisational, and contractual measures implemented to prevent international governmental access to or transfer of non-personal data held in the European Union, where such access or transfer would conflict with European Union law or the national law of the relevant Member State, is available at the documentation relating to the Information Requests [Europe](#) / [North-America](#) / [South Korea](#) / [Rest of World](#) and [Annex 2](#) of the Data Processing and Security Agreement.

TENCENT CLOUD EUROPEAN ECONOMIC AREA AND SWITZERLAND ("EEA") CONSUMER TERMS

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

1. Governing Law

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

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

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

2. Cancellation Right

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

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

- by contacting customer service by submitting a work order through the console at <https://console.intl.cloud.tencent.com/workorder/category>, giving us your name, address, and account information; or

Nothing in this section affects your legal rights.

3. Our refunds policy

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

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

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

4. Defective Services

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

5. France Specific Terms

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

TENCENT CLOUD GERMANY TERMS

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

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

(c) If damages, except for such cases covered by Sections 4(a), 4(b) or 4(d), with respect to a breach of a contractual core duty are caused by slight negligence, Tencent is liable only for the amount of the total fees that you have paid to Tencent under these terms in the twelve (12) months immediately preceding the date that event giving rise to the liability first occurred. Contractual core duties, generally, are such duties whose accomplishment enables proper performance of an agreement in the first place and whose performance a contractual party regularly may rely on.

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

(e) Any further liability of Tencent is excluded.

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

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

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

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

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

TENCENT CLOUD SOUTH KOREA TERMS

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

1. Eligibility

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

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

2. Changes on Services or Fees

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

3. Payments in KRW Currency

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

4. Cancellation

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

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

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

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

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

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

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

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

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

5. Modification of the Terms

If Tencent intends to amend the Terms, Tencent will post the updated version on the Tencent Cloud website. Updated versions will be effective no earlier than 7 days after the date of posting. Your

continued use of the Services after the effective date of the updated Terms constitutes your acceptance of any amended Terms. However, if the modification in the Terms is unfavorable or material to you, we will notify you at least 30 days in advance and obtain consent from you with respect to the modification.

6. **Governing Law**

Notwithstanding Section 3(a) of the Terms, if you use our Services as an end-user or consumer, the governing law that applies to the Terms will be Korean Law.