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## Agreements 文档

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# Baidu AI Cloud User Service Agreement

## Statement

**Regarding the versions of agreement provided by Baidu AI Cloud China Station, the Chinese version shall prevail, and the English version is for reference only.**

This service agreement is a valid and binding contract entered into by and between Beijing Baidu Netcom Science and Technology Co., Ltd. (hereinafter “this company” or “Baidu AI Cloud”), the operator of Baidu AI Cloud website (cloud.baidu.com, hereinafter “this website”) and the user (hereinafter “you”).

Baidu AI Cloud provides you with the products and services (hereinafter “Baidu AI Cloud services” and “this service”) displayed on this website, and will continuously update the scope of products and services and service content. The latest Baidu AI Cloud services are subject to those displayed on the product and service introduction pages on this website and those actually provided to you. After you renew the agreement or order a new product or service, you shall abide by the terms of service effective at the time. The relevant content in this agreement may be updated after Baidu AI Cloud launches new products and services.

## General Principles

1. You confirm that: Before using this service, you have fully read, understood and accepted all the terms and conditions of this service agreement. Please carefully read and fully understand the content of each clause, especially the clauses of exemption or limitation of liability, and governing law and dispute resolution clauses. If you have any questions about the agreement, you can enquire about customer service or relevant business departments. Clicking to agree on the web page means that you have fully read, understood and accepted all the terms and conditions of this agreement, and reached an agreement with Baidu AI Cloud.
2. You agree that: Baidu AI Cloud has the right to unilaterally modify the content of this service agreement and corresponding service rules at any time, and has the right to announce the modifications through push notifications, web announcements, and so on, without serving a separate notification to you. If, following the announcement of the changes to the content of this service agreement, you do not agree to the modified service agreement, you have the right to cease using the service immediately. Your continued use of the service means that you have fully read, understood and accepted the terms and conditions of the modified agreement, and will also uses this service in accordance with the modified agreement.
3. This agreement also covers the terms and conditions on relevant agreements, business rules, confidentiality agreements, and so on that Baidu AI Cloud may continue to add and publish concerning the services provided. Once the above content is officially released and notified to you as described in Article 3, the content becomes an integral part of this agreement, and you should abide by the said content.

## About Baidu AI Cloud Account

1. Account type
  - (1) Baidu AI Cloud account consists of personal account and corporate account
  - (2) The personal account is a general Baidu account, and can be registered using a mobile phone or email. Mainly geared to individual users and developers.
  - (3) Corporate account is a user account system geared to Baidu AI Cloud commercial products. Compared to personal account, corporate account has higher security level with more product options.
  - (4) At the time of registration, you can learn more about it through the registration instructions on the registration page.
2. Register an account
  - (1) Right as principal You confirm that: When you complete the registration or actually use this service in other ways

permitted by Baidu AI Cloud, you should be a natural person, legal person or other organization with full capacity for civil rights and full capacity for civil conduct (hereinafter collectively "legal subjects").

## (2) Register an account

- Before using this service, you must first register and obtain the account provided by this company. You undertake and guarantee that:
- You have fully read the registration guides on the website of Baidu AI Cloud and selected the account type correctly. Baidu AI Cloud does not assume any responsibility for problems resulting from improper selection of account type.
- The user information you fill out is true, accurate, complete and timely, and it is ensured that Baidu AI Cloud can contact you via the contact details you provide.
- You should provide corresponding information such as identification, and corporate qualifications in a timely manner according to the requirements of Baidu AI Cloud service. Otherwise, Baidu AI Cloud has the right to refuse to provide you with relevant services.
- If the data or information you provide contains incorrect or untrue information, Baidu AI Cloud reserves the right to cancel your qualification for account registration, suspend or terminate the service to you.
- You are responsible for your Baidu AI Cloud account. Your Baidu AI Cloud account can only be used by you. Without the consent of Baidu AI Cloud and the change to the account under the real name system, this account shall not be transferred, used as a gift or bequeathed. Otherwise, Baidu AI Cloud has the right to recover the said account.
- To register as an agent for other natural persons or entities, you must provide Baidu AI Cloud with detailed materials and written authorization of the agent and the principal. If the aforesaid materials and documents are not provided, Baidu AI Cloud will treat the registrant as the member.
- You should accurately fill out and update the contact details such as email address, contact number, mailing address, and zip code so that Baidu AI Cloud or other members can contact you. You should solely bear any losses or additional costs you incur when using Baidu AI Cloud services if you cannot be contacted through these contact methods. You understand and agree that you are obliged to maintain the validity of the contact details you provide. If any change needs to be updated, you should perform the update in accordance with the requirements of Baidu AI Cloud.

## (3) Responsibility for account

Baidu AI Cloud identifies your instructions through your username and password. Please keep safe your username and password. You must assume full responsibility for keeping confidential your password and account. You need to assume full responsibility for all activities that take place under your account. The loss caused by the disclosed password or forgotten user name shall be borne solely by you. At no time can you use another person's account without the consent of the account holder. You shall assume the corresponding responsibility for the losses incurred by Baidu AI Cloud or a third party due to other people's use of your account or due to your use of other people's account.

If you are aware that anyone fraudulently uses or steals your account and password, or makes any other unauthorized use or has any other acts of endangering security, you should immediately notify Baidu AI Cloud in a valid manner and request Baidu AI Cloud to suspend related services. At the same time, you understand that it requires a reasonable time limit for Baidu AI Cloud to take action according to your request. Prior to this, Baidu AI Cloud does not assume any liability for the executed instructions and the losses caused to you.

## 3. Identity verification

You understand and undertake that Baidu AI Cloud has the right to require you to complete the identity verification of your Baidu AI Cloud account to ensure the security of account and transactions. At the same time, Baidu AI Cloud may require you to provide information such as additional identity materials or enterprise qualifications according to law for further identity verification or qualification verification regarding certain products or services. Your account is only qualified to use related products or services after the authentication and verifications are successful.

#### 4. Associated account

In general, your Baidu AI Cloud account is your unique identification basis for any activity performed on this website, and activities can be performed independently on this website under each Baidu AI Cloud account. However, under the following circumstances, Baidu AI Cloud has the right to make special provisions regarding multiple Baidu AI Cloud accounts owned by the same and/or associated legal entities at its sole discretion, including but not limited to:

1) Multiple Baidu AI Cloud accounts have a relationship such as master account and sub-accounts, authorization account and authorized accounts, and are jointly and severally liable to each other in accordance with laws and regulations, this service agreement, Baidu AI Cloud products' agreement or other Baidu AI Cloud rules; 2) Multiple Baidu AI Cloud accounts are registered by the same entity under the identity verification system, and two or more of Baidu AI Cloud accounts are involved in the acts of malicious arrears and/or violation of laws and regulations, this service agreement, Baidu AI Cloud products' agreement or other Baidu AI Cloud rules; 3) Multiple Baidu AI Cloud accounts correspond to the same legal entity, and such legal entity has been previously identified as a maliciously registered account to obtain unjustified interests; 4) Other circumstances under which Baidu AI Cloud has sufficient reasons to process multiple Baidu AI Cloud accounts in a unified manner.

#### 5. Account cancellation

You have the right to decide to cease using Baidu AI Cloud services and cancel your Baidu AI Cloud account. You can perform account cancellation according to the Baidu AI Cloud Agreement on Account Cancellation and operating guidelines.

#### 6. Legal claims

You understand and agree that Baidu AI Cloud has the right to know the real background and purpose of your use of products and services provided in this website, and to require you to provide true, complete and accurate information truthfully. If Baidu AI Cloud has reasonable doubts that the information provided by you is not true, and that the transaction done by you is false or your behaviors violate the service rules of Baidu AI Cloud, Baidu AI Cloud shall have the right to restrict temporarily or permanently functions, in part or whole, of all products and/or services you use with your account. You understand and agree that Baidu AI Cloud has the right to search, freeze or deduct your personal information and funds, transaction and account you registered in this website in accordance with the requirement of state judicial, administration, military, security and other organs (including but not limited to public security organ, procuratorial organ, court, customs, tax authorities and security departments, etc.).

## Rights and Obligations of Users

#### 1. Your business permit requirements

If the permission or approval by the relevant authorities is required for your commercial or non-commercial activities using the services provided by Baidu AI Cloud, you shall obtain the relevant permission or approval. They shall include but not limited to the followings:

- 1) If you run multiple websites on the Cloud Compute Service, you must ensure that all the websites are licensed or approved by the national authorities;
- 2) If your website provides non-commercial Internet information services, you must apply for ICP license for non-commercial websites, and ensure that all the submitted information is true and effective, and timely update the information in the ICP license system in case of any changes in the ICP license information;
- 3) If your website provides commercial internet information services, you shall also obtain a commercial website license from the local communication management authority;
- 4) If you provide BBS and other electronic bulletin services, you are also required to apply for ICP license or obtain corresponding approval according to relevant laws and policies;
- 5) If you run the internet game website, you shall obtain the cyber culture business license according to law;
- 6) If you operate an Internet video website, you shall apply for a license for information network dissemination of audiovisual programs in accordance with the law;
- 7) If you are engaged in Internet information services such as news, publishing, education, health care, medicines and medical devices, you must be reviewed and approved by relevant authorities in accordance with laws, administrative regulations and relevant national regulations. Before applying for business licenses or going through the ICP license

procedures, you shall be reviewed and approved by the relevant authority in accordance with the law.

You understand and agree that the above does not cover all types of permissions or approvals by the relevant authorities for your commercial or non-commercial activities. You shall obtain the relevant permissions or approvals and comply with the requirements of relevant national and local laws and regulations enacted from time to time.

## 2. Guarantee of legality of behavior

You guarantee that you will comply with national and local laws and regulations, industry practices and social public ethics when using the Service, and will not use the services provided by us to store, release and disseminate the followings:

- 1) Any content (information) that violates national laws, regulations and policies;
- 2) Political propaganda and/or news information in violation of national regulations;
- 3) Information involving national secrets and/or security;
- 4) Information involving feudal superstition and/or obscene, pornographic, obscene information or information abetting crime;
- 5) Information about gambling lottery, gambling games, and information violating the national ethnic and religious policies;
- 6) Information hindering the safe operation of the internet;
- 7) Information or content that infringes the legitimate rights and interests of others and/or is detrimental to social order, public security and public morality.

Meanwhile, you also promise not to provide any convenience for others to release the above information which does not conform to the national regulations and/or the Agreement, including but not limited to setting URL, BANNER link, sending email, SMS, etc.

You agree that Baidu AI Cloud has the right to terminate the provision of the services for you when you violate the above agreement, and does not refund any payment. You shall assume relevant legal responsibilities for any loss caused by your behaviors above to Baidu AI Cloud or other users of Baidu AI Cloud.

## 3. No dissemination of harmful information

You shall not spread bulk unsolicited email advertisements and spam mail (SPAM): i.e. you shall not distribute bulk unsolicited emails, electronic advertisements or emails containing reactionary, pornographic and other harmful information by using the services provided by Baidu AI Cloud. "Harmful information" includes but is not limited to:

1. Information related to investigation, competition, pyramid sale, chain letters, spam or any replicable or actively provided messages (for commercial or other purposes) sent by using communication services;
2. Information containing defamation, abuse, harassment, intimidation, threat to others or other violations of the legitimate rights of others (such as privacy and publicity right);
3. Release, post, upload, distribute or spread any inappropriate, profane, defamatory, obscene, inferior information or other illegal subject, name, material or information;
4. Upload or otherwise provide files containing images, photos, software or other information protected by intellectual property law (including but not limited to copyright or trademark law), privacy or publicity right, except where you own or control these rights or obtain all necessary permissions;
5. Infringe any copyright, trademark, patent, business secret or other exclusive rights of any party in any way when using any materials or information (including images and photos) obtained through the service;
6. Upload software or program containing virus, Trojan horse, worm, time bomb, cleaner, damaged file or any similar software or program that may damage other people's computers or assets;
7. Advertise or offer to sell or purchase any goods or services for any commercial purpose, unless such information is expressly permitted by the communication service;
8. Download any file posted by another communication service user that you exactly know or should have known that they shall not be illegally replicated, displayed, executed and/or distributed in such manner;
9. Forge or delete any copyright management information, such as authorship attribution, legal notice or other

corresponding statement, proprietary logo, source or source label of software or other information contained in the uploaded file;

10. Obtain or otherwise collect information about others, including email addresses;

11. Mislead others by making false identities;

12. Use, download or otherwise replicate, or make available (free or chargeable) to any other person or entity any directory, usage information or partial information of the service user or other users.

#### 4. Requirements for legality of communication service information

Baidu AI Cloud does not assume the obligation to monitor communication service, but reserves the right to check the information posted to the communication service and remove any information at its sole discretion. Baidu AI Cloud reserves the right to terminate your access to any or all communication services for legal reasons at any time without further notice. Please always proceed with caution when providing any personally identifiable information about yourself or person under your custody in any communication service. Baidu AI Cloud does not control or accept any content, message or information that appears in any communication service, and does not bear any responsibility for communication service and any behavior caused by your joining in the communication service.

Information uploaded to communications services may be subject to public restrictions on use, reproduction and/or distribution; you shall comply with these restrictions upon downloading.

#### 5. Requirements for legality of resource use

You shall not occupy, or cause the programs or processes, etc. to occupy in large quantities the server memory, CPU or network bandwidth resources (such as Internet mining, etc.) in the platform (hereinafter referred to as Cloud Platform) formed by the Cloud computing resources of Baidu AI Cloud (such as Cloud Compute, network bandwidth, memory space, etc.), and bring serious and unreasonable loads to the Cloud Platform or the network or servers of other users (including but not limited to local and nonlocal and international networks, servers, etc.), products and applications, which affects the smooth connection between Baidu AI Cloud and the international internet or other specific networks and servers, or cause shutdown or crash of the products and services on Cloud Platform or servers of other platform users, or inaccessibility to products/applications by other platform users basing on Cloud Platform. Once found, your host will be forced to stop, your Baidu AI Cloud account will also be frozen immediately, and Baidu AI Cloud reserves the right to pursue your legal liability.

#### 6. Requirements for safety of software use

Without the written permission of Baidu AI Cloud, you shall not modify, translate, adapt, lease, transfer license, spread or transfer the services or software provided by Baidu AI Cloud on the information network, nor shall you try to find the source code of the services or software provided by Baidu AI Cloud through reverse engineering, decompilation or in other ways.

You shall not do any damage or attempt to damage network security, including but not limited to phishing, hacking, internet fraud, website or space contained or suspected of spreading the followings: Virus, Trojan horse, malicious code, and suspected attacks on other websites and servers, such as scanning, sniffing, ARP spoofing, DDoS, etc.

You shall not make any change or attempt to change the configuration or damage the security of systems provided by Baidu AI Cloud. When using the service, it shall not damage, disable, overload or obstruct any server of Baidu AI Cloud or any networks connected to any server of Baidu AI Cloud in any way, nor interfere with any other user's use of and access to any service. You shall not attempt to use any service, other accounts, and computer systems or network connected to any server of Baidu AI Cloud or any service by intrusion, password stealing or any other means. You shall not obtain or attempt to obtain any material or information not explicitly provided by the service by any means.

#### 7. Requirements for restriction of user behavior

Unless you have purchased a service specially used for the purpose, you shall not use the Service to engage in DDoS protection, DNS protection and other protection sales business.

You shall not use services provided by Baidu AI Cloud to engage in activities not subject to internet censorship to obtain overseas illegal information for the Territory.

You shall not install or use pirated software on service or platform of Baidu AI Cloud; you shall be responsible for your own installation of software and operation.

You shall, besides the Service, take reasonable and safe technical measures to ensure the security and integrity of all kinds of data and other information stored in Baidu server as a result of using the Service, and take full responsibility for the consequences caused by your behaviors (including but not limited to arrearage, own installation of software, encryption measures or other security measures).

#### 8. Requirements for legality of user behavior

When using the Service, you must comply with the Agreement and Baidu's relevant requirements, and shall not use the Service to engage in or provide convenience for the following behaviors (including but not limited to providing convenience for the behaviors of your end users, etc.):

- 1) Use the Cloud Compute of the Service as a virtual server or disk space for lease, and as a proxy server (Proxy) or mailbox server;
- 2) Conduct illegal internet activities such as gambling lottery, gambling games, "personal server" and "tag-on service" etc.;
- 3) Release, transmit and disseminate email advertisement and spam mail (SPAM);
- 4) Release, transmit and disseminate unwelcome or unsolicited e-mails, electronic advertisements, SMS advertisements or emails or SMS containing reactionary, pornographic and other harmful information;
- 5) Establish or use relevant equipment to configure and run programs or processes unrelated to the service used, resulting in occupation in large quantities of the server memory, CPU or network bandwidth resources in the Service, and thus bringing serious loads to the system of the Service or other network or servers used by the users in the Service (including but not limited to local and nonlocal and international networks, servers, etc.), products/applications and services, which affects the smooth connection between the Service and the international internet or other specific networks and servers, and smooth connection within the Service, or causes shutdown or crash of the Service or the servers used by other users in the Service, or inaccessibility to products or services by other users of service provided by Baidu AI Cloud;
- 6) Implement any behaviors destroying or trying to destroy the network security, including but not limited to malicious scanning, illegal intrusion into the system, illegal access to data, etc. on the website and the server by virus, Trojan horse, malicious code, phishing, etc.;
- 7) Make any change or attempt to change the configuration or damage the security of systems provided by the Service.
- 8) Use technology or other means to destroy or disrupt the operation of the Service or the use of the Service by others;
- 9) Interfere or attempt to interfere with the normal operation of any product or any part or function of Baidu in any way, or make, release and disseminate the above tools and methods;
- 10) Conduct any behavior that may violate honesty and credibility, public order and good customs, and public morality; release false information in any way to induce users to share false information, etc.;
- 11) If you engaged in any business, including but not limited to "DNS resolution", "security services", "domain name proxy", "reverse proxy", etc., resulting in frequent attacks (including but not limited to DDoS attack) suffered by service platform of Baidu AI Cloud or other users of the platform, and you failed to correct such behavior in time, or eliminate the impact as required by Baidu, thereby causing threats to users of platform of the Service or other platforms, once found, your host will be forced to stop and your account will also be frozen immediately.

#### 9. Agreement on reasonable data processing

You can specify the region where your content is stored. Without your consent, we will not transfer your content from the region you choose, unless (a) it must be transferred to comply with applicable laws and regulations or binding orders of government agencies; (b) according to your entrustment, you should ensure that your entrustment has gotten the necessary government licenses and user authorizations, and have the right to entrust Baidu to transmit relevant content to other regions; (c) it is transferred for the purpose of providing billing, management, technical services or investigating security incidents or violations of this agreement. We may process some data in the data center region where you use the service, and we may also process this data in the region where we maintain the operation, support and investigation system and teams.

If you violate this user service agreement, Baidu AI Cloud has the right to refuse to continue to provide you with any services.

If you use Baidu AI Cloud products or services to engage in any behavior that violates laws, regulations, or infringes on the legal rights of others, Baidu AI Cloud has the right to perform network security management obligations in accordance with the law, suspend or terminate the service, and reserves the right to pursue your relevant legal liabilities in accordance with



the law.

## Rights and Obligations of Baidu AI Cloud

### 1. Commitment on qualification of service provider

Beijing Baidu Netcom Science and Technology Co., Ltd. hereby makes the commitment that it is a limited liability company duly established and validly existing under the laws of China, and will provide products and services for you in accordance with the Agreement, and earnestly perform the obligations and responsibilities hereunder.

### 2. Commitment on protection of business secret

Baidu AI Cloud will strictly protect your business secrets and privacy according to the Agreement, and will not disclose your confidential information to any third party without legal causes or your permission.

### 3. Technical architecture support

Baidu AI Cloud is responsible for the underlying technical architecture support under the operating system, as well as the operation and maintenance of the software provided by Baidu AI Cloud. You are responsible for the third-party applications installed yourself on the system.

### 4. Provision of services as-is

Baidu AI Cloud continuously improves service quality and level. You understand that, Baidu AI Cloud cannot guarantee that the products and services provided are without defects. You agree that even if services provided by Baidu AI Cloud are defective, the defects are unavoidable considering the industrial technological level then, and they will not be regarded as default of Baidu AI Cloud. You agree to work with Baidu AI Cloud to solve the problem of service defects due to the industrial technological level.

### 5. Associated account management

Certain products and services provided by Baidu AI Cloud have the function of account authorization management. You can authorize, in whole or part, your operating authorizations to one or more authorized accounts you designated. Under such circumstances, all operations performed under any authorized account shall be regarded as your behavior through your account, and any liability and service cost incurred therefrom shall be borne by you accordingly.

### 6. Product compatibility disclaimer

You understand and accept that Baidu AI Cloud provides you with security protection basing on certain services, as well as related functions and services regarding management and monitoring of Cloud resources. Although Baidu AI Cloud has completed detailed tests on these services, it cannot guarantee that they are completely compatible with all hardware and software systems, nor can it guarantee the complete accuracy of its software and services. In case of incompatibility and software errors, you shall immediately close or stop using related functions, and contact Baidu AI Cloud in time for technical support.

### 7. Free resource activities

You shall understand and agree that, when Baidu AI Cloud conducts testing and R&D of services and promotion of new products, it will provide the best support for service availability and reliability during your free trial (using) of the services or within the limit of your free use of the services. However, Baidu AI Cloud will not make any commitment on any service availability and reliability, nor will it undertake any liability for the consequences caused by your use of or being deprived from using the services provided by Baidu AI Cloud. Baidu AI Cloud reserves the possibility of charging for such free services in the future, prior to which you will be notified.

### 8. Requirements for authenticity of ICP Service information

According to Article 23 of Administrative Measures for ICP License of Non-commercial Internet-based Information Services, if the ICP license information is not true, the website will be closed and the ICP license will be cancelled. Please make commitment and confirm that: All the ICP license information submitted by you is authentic and effective. In case of any changes in your ICP license information, please submit the updated information in the ICP license system in time. If the ICP

license information is not accurate as it was not updated in time, Baidu AI Cloud has the right to close the accessed website according to law.

You understand and agree to authorize Baidu AI Cloud to, for the purpose of providing you with ICP Service, collect the textual and graphic information and live information related to the ICP Service, and conduct or entrust the trusted third-party institution to conduct the authentic verification. In the case of confirming the authenticity of your ICP license information, you will be provided with ICP license, ICP license change & cancellation and other services.

The information collected by Baidu AI Cloud for the purpose of providing you with ICP Service will be used only for such purpose. If you have any objection to the collection of relevant information, you have the right to refuse to provide it. You can also consult in detail through the submission of work orders or telephone calls. You understand and accept that Baidu AI Cloud will not collect and process your ICP license information beyond the scope. In case of disclosure of your information by third party or other data security incidents, any legal liabilities shall be borne by such third party.

#### 9. No abuse of system resources

Baidu AI Cloud reserves the right to force shutdown and freeze accounts in case of your abuse of system resources.

#### 10. Restriction of arrearage behavior

Baidu AI Cloud reserves the right to suspend the provision of resources and services when your arrearage for resources exceeds a certain number of days (see specific product documentation for detailed rules). You shall be responsible for any possible consequences caused by the interruption of services, including the data damage and loss.

## User Business Data and Public Information

### User Business Data

1. Baidu AI Cloud understands and recognizes that the data processed, stored, uploaded, downloaded, distributed and otherwise processed by you through the services provided by Baidu AI Cloud are all your user business data, and you have full ownership of your user business data.
2. You are responsible for the source and content of your user business data. Baidu AI Cloud reminds you to carefully judge the legality of the data source and content. You shall be solely liable for all consequences and liabilities caused by the content of your user's business data violating laws, regulations, departmental rules or national policies.
3. With regard to user business data, Baidu AI Cloud does not perform any unauthorized use or disclosure except for the implementation of your service requirements; except in the following circumstances:
  1. Baidu AI Cloud has the obligation to provide cooperation in accordance with the requirements of relevant laws, regulations or policy documents when inquiring or reading user business data by relevant state agencies according to law, and to disclose to third parties or administrative, judicial and other institutions;
  2. You and Baidu AI Cloud will negotiate separately.
4. You can delete or change your user business data yourself. If you release the service or delete the data yourself, Baidu AI Cloud will delete your online data and no longer retain such data in accordance with your instructions. You should be cautious about deleting and changing data.
5. When the service expires, the service is terminated early (including but not limited to early termination by mutual agreement, early termination due to other reasons, etc.) or you are in arrears, unless expressly agreed by laws and regulations, required by the competent authority or otherwise agreed by both parties, Baidu AI Cloud can only continue to store your user business data (if any) within a certain buffer period (subject to the time limit specified in the exclusive terms, product documentation, service description, etc. applicable to the service you ordered); when the buffer period expires, Baidu AI Cloud will delete all user business data, including all cached or backup copies, and no longer retain any of your user business data

6. Once the user business data is deleted, it cannot be recovered; you shall bear the consequences and responsibilities caused by the deletion of the data. You understand and acknowledge that Baidu AI Cloud has no obligation to continue to retain, export or return user business data.
7. According to your agreement with Baidu AI Cloud, Baidu AI Cloud stores user business data in your selected data center. Baidu AI Cloud abides by its security commitments to users and protects users' data stored in the Baidu AI Cloud data center in accordance with applicable laws.

#### **User Account Information**

1. Your user account information, including the information filled in or submitted when you log in to your Baidu AI Cloud account or order or use Baidu AI Cloud services:
  - (1) Information including company name, business license information, name, gender, date of birth, ID number, passport information, phone number, email address, address (including zip code), and payment account number
  - (2) Baidu AI Cloud's records of the service process, including your bills, historical purchase information, consultation records, fault reporting records, and troubleshooting process, etc.
2. The collection of your user account information aims at providing you with services and improving service quality, so, in order to achieve this purpose, Baidu AI Cloud will only use your information for the following purposes, unless you and Baidu AI Cloud have agreed otherwise or it is inquired or read by relevant state agencies according to law:
  - (1) Provide you with various services you use, and maintain and improve these services;
  - (2) Subject to the requirements of relevant laws and regulations, recommend to you content that may interest you, including but not limited to sending you product and service information.

#### **User Support Data**

You understand and acknowledge that in order to respond to your requests for help in a timely manner, ensure the overall security of the cloud platform, and improve Baidu AI Cloud's services, Baidu AI Cloud will detect, browse, and record your service usage behavior, unsafe features of your data and other user support data. User support data does not include user business data and user account information.

## **Service Provisioning, Payment and Termination**

1. You can activate and use the service through your Baidu AI Cloud account.
2. You can activate the service through advanced top-up or post-payment. After activation, you can use the service by getting the key and password for logging in and using the service sent to you by Baidu AI Cloud. The service period starts from the time of activation.
3. Before the expiration of the service period, if you unsubscribe from the corresponding service without any reason, Baidu AI Cloud has the right to take measures such as restoring the original price, charging liquidated damages, or charging cancellation/refund handling fees, whichever is specified on the display page on the corresponding official website or in the corresponding order;
4. The method of charging during the service period, the method of using resources, the processing of unused resources after the service expires, etc., are subject to the corresponding product or service order agreement.
5. You understand and acknowledge that Baidu AI Cloud does not guarantee the permanent provision of certain services, or may change the forms, specifications or other aspects of the services provided, due to technical upgrades, service system upgrades, or business strategy adjustments or changes in coordination with major national technology, regulations and policies. Before terminating the service or making such changes, Baidu AI Cloud will make its best efforts to give advance notice in advance by one or more methods such as website announcements, message, emails or short messages. To terminate the provision of this type of service, Baidu AI Cloud shall notify no less than 30 days in advance, and handle follow-up matters properly (including but not limited to refund service fees that you have paid but not consumed to your Baidu AI Cloud account).

6. In the event of one of the following circumstances, the service period shall be terminated early:

- 1) Both parties agree to terminate early;
- 2) If you have seriously violated this agreement (including but not limited to, you have seriously violated relevant laws and regulations, or you have seriously violated any of the promises under this agreement, etc.), Baidu AI Cloud has the right to terminate the service in advance until all of your data are cleared;
- 3) You understand and fully acknowledge that although Baidu AI Cloud has established (and will continue to improve according to technological development) the necessary technical measures to prevent events or behaviors (hereinafter referred to as these behaviors), such as computer viruses, network intrusions and attack damage (including but not limited to DDoS) from endangering network security. But in view of the limitations and relativity of network security technology and the unpredictability of these behaviors, if your website encounters such behaviors, which do damage to Baidu AI Cloud or other Baidu networks or servers (including but not limited to local, foreign and international networks, servers, etc.), or affect the smooth communication between Baidu AI Cloud and the Internet or other specific networks, servers, and Baidu AI Cloud inside communication, Baidu AI Cloud may decide to suspend or terminate the service or take other necessary protective measures.

## Disclaimer

1. Baidu AI Cloud will not guarantee (including but not limited to):

- 1) Baidu AI Cloud will meet the use requirements of all users;
- 2) Baidu AI Cloud will not be interfered in and will always be timely, safe, reliable or free from errors; and any products, services or other materials acquired by users via Baidu AI Cloud will meet users' expectations.
- 3) You will solely assume any risks arising from your use of any materials you have downloaded or acquired via Baidu AI Cloud; you will take full responsibility for your computer system failure or data losses due to your use of this product;

2. Baidu AI Cloud will reserve the right to suspend or terminate the provision for your services in case you violate laws and regulations issued by the state or the local government or you violate this service agreement, and will reserve the right to pursue legal liability against you.

3. You agree and authorize Baidu AI Cloud to terminate directly the provision for your services, pursue legal liability against you by law and disclose through the website connected to Baidu if you cheat, publish or sell fake and shoddy products, infringe upon the lawful rights and interests of others or you seriously violate any service rules of Baidu AI Cloud when you use Baidu AI Cloud service. Under these circumstances, your account of Baidu AI Cloud may be directly shut down, and you may neither use any products provided by Baidu via PC or Apps more due to your above-mentioned behavior, nor log in any website of Baidu again. At the same time, Baidu will terminate its provision for all services to you.

4. The reminder related to the trading operation appeared in content of this agreement or on pages of relevant products, or the information (short messages or calls) and content sent by Baidu AI Cloud to your mobile phone are relevant guidance for you to use this service when you use services provided by Baidu AI Cloud. Your use of this service represents you have agreed to accept the relevant guidance and rules provided by Baidu AI Cloud service. You understand and agree that Baidu AI Cloud has the right to improve and adjust relevant rules of Baidu AI Cloud services unilaterally without asking for your consent. The service guidance and rules shall be subject to the reminder on pages (or short messages or calls sent to the mobile phone) when you use the services. Your use of Baidu AI Cloud service shall be conditioned by your agreement and compliance with the service guidance and rules.

5. Baidu AI Cloud may inform you of the progress of services and remind you of the next operation by e-mail (or short messages or calls sent to your mobile phone). However, Baidu AI Cloud will not guarantee that you can receive or timely receive this e-mail (or short messages or calls sent to this mobile phone) and will not promise to assume any results therefor. Therefore, you should log in the website of relevant products and services in a timely manner to view and carry out the trading operations during the service. Baidu AI Cloud will not assume any responsibility for any disputes or losses arising from your failure to view or / and modify or confirm the service status or your failure to submit relevant applications.

6. You shall solely be responsible for all consequences resulted from the incorrect contact information you have previously

provided to Baidu AI Cloud and poor safety and stability of your e-mail through which you receive e-mails sent by Baidu AI Cloud, including but not limited to consequences and losses arising from your failure to receive relevant notices sent by Baidu AI Cloud timely.

7. System interruption or failure When you can't use any online service due to the following conditions which may affect the normal operation of the system, Baidu AI Cloud will not be liable for damages. Such conditions include but not limited to:
  1. The system downtime and maintenance period of Baidu AI Cloud;
  2. When the data can't be transmitted due to the failure of telecommunication equipment;
  3. When the business can't be done due to the system failure of Baidu AI Cloud, which is resulted from the force majeure such as typhoon, earthquake, tsunami, flood, power failure, war and terrorist attack;
  4. The service interruption or latency resulted from the hacker attack, technical adjustment done by telecommunications sector or technical failure, website upgrade and problems related to banks;
8. If the service you use is provided by a third party, the quality of service provided by such third party shall be assumed by the third party itself.
9. Some links marked "Here" may guide you to leave the origin server. The server contained in links is not under the control of Baidu AI Cloud. Baidu AI Cloud will not be responsible for any content provided by any link server, any links contained in the link server or any change or renewal of such server. Baidu AI Cloud will not be responsible for any content from any link server. Baidu AI Cloud provides these links only for the purpose of providing convenience, but it doesn't imply that Baidu AI Cloud approves corresponding third party server.
10. Where it is permitted by law, Baidu AI Cloud will not be liable for any indirect, punitive, special and derivative losses (including business losses, loss in revenue, loss of profit, loss of use of data or other economic benefits) related to or arising from this agreement, no matter how such loss is caused or no matter whether such loss is resulted from the breach hereof (including the violation of guarantee) or the infringement, even though Baidu AI Cloud is informed of the possibility of such losses in advance. In addition, Baidu AI Cloud will be exempted from the responsibility for the above-mentioned losses even though the exclusive remedies as prescribed herein fail to realize the fundamental goal.
11. In consideration of particularity of network services, you agree that Baidu AI Cloud may change, suspend or terminate services in part or whole at any time with legitimate reasons and will not be responsible for you therefor. However, Baidu AI Cloud will inform you of the said situation in advance as early as possible so that you can transfer and have a backup of relevant data as well as adjust businesses for the purpose of protecting your legal rights and interests.
12. Baidu AI Cloud may repair, maintain, upgrade and relocate the machine room, server, broadband and database you use time to time in order to ensure the safety and stability of services. If the relevant services are interrupted or suspended within a reasonable time due to the above-mentioned situation, Baidu AI Cloud will not be responsible for you therefor. In case of important change (such as the relocation of machine room), Baidu AI Cloud shall inform you at least 30 days in advance, and you shall cooperate with Baidu AI Cloud. You understand and agree Baidu AI Cloud may terminate your services and refund your payment which you have already made but you have not consumed yet to your account.
13. You understand and agree: The service provided by Baidu AI Cloud is based on the current situation which the existing technology and condition can reach. Baidu AI Cloud will try its best to provide services for you to make the service coherent and safe. However, Baidu AI Cloud can neither guarantee services provided by itself are flawless, nor foresee or prevent legal, technical and other risks at any time, including but not limited to service interruption, loss of data, data leakage or data theft and other losses as well as risks arising from the force majeure, virus, trojans, hacker attack, unstable system, service flaw of a third party and acts of government. Therefore, you agree: Baidu AI Cloud will not be deemed as the breach hereof even though the service provided by Baidu AI Cloud has flaws because the said flaws can't be avoided by the technological level of the industry at that time. Meanwhile, Baidu AI Cloud shall be exempted from any liability for losses of data or information therefrom.
14. You understand and agree: During the use of this service, this service may be interrupted by risks such as the force

majeure. In case of the said circumstance, Baidu AI Cloud will try to cooperate with relevant departments in the first place and restore it timely, provided that Baidu AI Cloud will be exempted from any losses therefrom.

15. You understand and agree: Baidu AI Cloud will not be liable for any losses due to your installation of pirated software, system and data resource during your use and installation of CVM Server. Baidu shall reserve its right of recourse in case losses of Baidu are caused by your own behavior.

## Intellectual Property Rights

1. The intellectual property rights of all products, technologies and all programs of Baidu AI Cloud are owned by Baidu. The names and related graphics and logos of Baidu AI Cloud, other products and services of Baidu AI Cloud are registered trademarks of Baidu. Without the permission of Baidu AI Cloud and Baidu, no one is allowed to use such trademarks (including but not limited to: copying, disseminating, displaying, mirroring, uploading, downloading in illegal ways). Otherwise, it will be held liable by law.
2. The intellectual property rights of any material, technology or technical support, software, service, etc. provided to the other party under the Agreement shall be owned by the provider or its legal right holder; unless expressly agreed by the provider or legal right holder, the other party has no right to copy, disseminate, transfer, license or provide for the use of others the above-mentioned knowledge, otherwise it shall be held liable.
3. You shall guarantee that the information provided to Baidu AI Cloud, all the data uploaded to Baidu AI Cloud service, the use of Baidu AI Cloud service, and the materials involved in using Baidu AI Cloud service or the corresponding results produced will not infringe the legitimate rights and interests of any third party; if any third party files any complaints, claims, lawsuits or other types of demands against you for the information and data you provide, upload or use, or your actions and work results, You understand and acknowledge that you shall solve it immediately and compensate Baidu AI Cloud for all the economic losses arising therefrom, including but not limited to all cost, compensation expenses, etc.
4. If a third-party organization or individual raises questions or complaints about the ownership of the intellectual property rights of Baidu AI Cloud services, you shall inform Baidu AI Cloud in time, and Baidu AI Cloud will handle the same.
5. Materials provided by you to Baidu AI Cloud or materials published on any Baidu website For information you provide to Baidu AI Cloud (including feedback and suggestions), or the information you post, upload, enter or submit to any service or its associated service for view of the general public or any public or private community members (hereinafter referred to as your submission), by posting, uploading, entering, providing or submitting (hereinafter referred to as "posting") your submission, you grant Baidu AI Cloud and its affiliates and necessary sub-licensee the right to use the submission related to the operation of its Internet business (including but not limited to all Baidu services), including but not limited to the following rights to: copy, distribute, transmit, publicly display, publicly execute, reproduce, edit, translate and reprint your submissions; and to sublicense such rights to any provider of the service.
6. It is hereby agreed that no compensation will be paid for use of your submissions. Baidu AI Cloud is not obliged to post or use any information you may provide, and Baidu AI Cloud may remove any submissions at any time at its sole discretion.
7. By posting your submissions, you guarantee and state that you own or otherwise control all the rights described in the Terms of Use, including but not limited to all rights necessary for your provision, posting, uploading, entering or submission.
8. In addition to the above guarantees and statement, by posting submissions containing images, photos, pictures or other graphics in whole or in part (hereinafter referred to as "images"), you guarantee and state that: (a) You are the copyright owner of such images, or the copyright owner of such images has allowed you to use such images or any content and/or images contained in such images, and you shall use such images in a same way and for a same purpose as authorized and specified in the Terms of Use and the service, (b) you have the rights required to grant licenses and sub-licenses (as described in the Terms of Use), and (c) each person in such images (if any) have agreed to the use of images specified in the Terms of Use, including but not limited to distribution, public display and copying of such images. By posting such images, you grant (a) all members of the private community (because each such image is accessible to members of such

private community), and/or (b) the general public (because each such image can be placed anywhere on the service except for private communities (including but not limited to the production of printed matter and gifts containing such images) the rights to use your images when using any service in accordance with the Terms of Use, including but not limited to a non-exclusive, global, royalty-free license to: copy, distribute, transmit, publicly display, publicly execute, copy, edit, translate and reprint your images without attaching your name to such images; and the right to sublicense such rights to any provider of the service. When you completely remove such images from the service, the image license granted in the previous sentence terminates, provided that such termination shall not affect any licenses unrelated to such images granted before your complete removal. No compensation will be paid for use of your image.

9. If (1) all copies contain the following copyright notice, and contain both the copyright notice and the permission notice; (2) such service documents are only for information and non-commercial or personal use, and will not be copied or published on any network computer, or disseminated through any medium; and (3) no modification is made to any document, the license to use the service documents (such as white papers, press releases, data sheets and FAQs) is granted. Recognized educational institutions, such as schools, research institutes, etc., may download and copy documents, and distribute them in the classroom for teaching purposes. Distribution of documents outside of the classroom requires explicit written permission. The use of documents for any other purpose is expressly prohibited by law and may result in severe civil and criminal penalties.
10. The above documents do not contain the design or layout of the Baidu AI Cloud website or any other sites owned, operated, licensed or controlled by Baidu. The elements of the Baidu website are protected by the Trade Dress Law, Trademark Law, Anti-Unfair Competition Law and other laws, and shall not be copied or imitated in whole or in part. Without the express permission of Baidu, it is not allowed to copy or transmit any logo, graphics, sound or image related to Baidu or product on Baidu website.
11. Baidu and/or its suppliers make(s) no statement regarding the applicability of the information and related graphics contained in the document published as part of the service for any purpose. All such documents and related graphics shall be provided "As Is" without warranty of any kind. Baidu shall not be liable for any special, indirect, consequential damage or any other damage caused by use interruption, data or profit loss arising from or in connection with the use or execution of the information provided by the service, whether in contract, negligence, tort, or otherwise.

## Confidentiality

1. You and Baidu AI Cloud make a solemn commitment that one party will not disclose the confidential information of the other party acquired during the cooperation to any third party in any form, and that the personnel who have an access to such confidential information shall strictly observe the confidentiality obligation as set forth in this article.
2. Both parties hereto agree to try their best to protect the confidential information from being disclosed. In case the disclosure of confidential information is detected, both parties shall cooperate with each other to avoid or reduce the consequences of damage by taking all reasonable measures.
3. The said confidentiality obligation shall not be terminated due to the change, cancellation or termination of this agreement.
4. The confidential information mentioned in this agreement refer to:
  - a) Paper or electronic materials such as any agreement, faxes or e-mails exchanged between parties hereto related to this project, including the content and terms hereof (discount or promotional information provided by Baidu AI Cloud to you in particular); ;
  - b) Price, financial and marketing planning, customers' materials, unreleased products, business plan, marketing information, investment information, financial position, drawing, design idea, technical know-how, computer programs, source code, research approach and other materials;
  - c) The information and document designated by the disclosing party as the business secret with the text or mark on or before the disclosure;
  - d) Other information which conforms to the constitutive requirements of legal trade secrets.

5. This article shall not apply to the following content:

- a) Information which has already known by the public;
- b) Non-confidential information which is acquired by the information receiving party through legitimate means and is widely known by the industry.
- c) The information which has already been known by the information disclosing party, and the information disclosing party is not obligated to keep it secret;
- d) The information disclosed by a third party and regarded as the one which need not be kept secret by the information receiving party through the most prudent judgment;
- e) The information developed by the information receiving party independently;
- f) The confidential information disclosed by the information receiving party with a written consent from the information disclosing party;
- g) When this agreement is submitted to a third party only for the purpose of submission of tender as described previously in response to the bidding requirement of the third party;
- h) Baidu AI Cloud shares your data to a third party within a reasonable and necessary scope for the purpose of providing the service you demand;
- i) The content which must be exposed to any authorities or institutions in accordance with the requirement of laws.

## Others

1. This agreement will enter into force immediately after it is announced. Baidu AI Cloud has the right to modify the content of this agreement at any time. The modified results are published on Baidu AI Cloud website through push notifications, web announcement, and so on, without serving a separate notification to you. If you do not agree to the changes made by Baidu AI Cloud to this agreement, you have the right to cease using the network service. Your continued use of the network service will be deemed that you accept the changes made by Baidu AI Cloud to the relevant provisions of this agreement.
2. Baidu AI Cloud has the right of reasonable processing and final interpretation regarding various special offers under this agreement, including but not limited to invitation codes, vouchers, and virtual currencies.
3. All notifications of Baidu AI Cloud to users under the SLA can be made through work order, webpage announcements, messages, emails, SMS or other forms. Such notifications are deemed to have been delivered to the recipients on the date of delivery.
4. The conclusion, execution, interpretation of this agreement as well as dispute resolution shall be governed by Chinese laws (for the purposes of this agreement, the laws of Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan region are not included, and conflicts of laws are not used). If there is any dispute between the two parties regarding the content of the SLA or its implementation, the two parties shall try to resolve the issue through friendly negotiation. If the negotiation fails, either party may bring a lawsuit to the People's Court of Haidian District of Beijing.
5. The SLA constitutes an entire agreement between the two parties on the matters agreed in the SLA and other related matters. Except as provided in the SLA, no other rights are granted to the parties to the SLA.
6. If any agreement in the SLA is completely or partially invalid or not enforceable for whatever reason, the rest of the SLA is still valid and binding.

# Privacy Policy

## Introduction

Regarding the versions of agreement provided by Baidu AI Cloud China Station, the Chinese version shall prevail, and the English version is for reference only.