

Qwen Chat Terms of Service

Last updated: March 1, 2025

Thank you for using Qwen Chat! Before you access our services, please read these terms of service.

These terms of service (“**Terms**”) govern your access and use of Qwen Chat and other services accessible via chat.qwenlm.ai (collectively “**Services**”), made available by Alibaba Cloud (Singapore) Private Limited (“**Alibaba**”, “**we**”, “**our**”). These Terms explain what rights you have with respect to your inputs and generated content, your use of the Services, and other important topics.

Please carefully read these Terms, along with our [Privacy Policy](#), and all other documents referenced in these Terms. By using or accessing our Services, you agree to be bound by these Terms, as may be updated from time to time.

We may at any time at our sole and absolute discretion, update these Terms, and/or any other terms we may have prescribed in connection with the Services. We may notify you of changes to our Terms by updating the Terms on our website at [chat.qwenlm.ai], via email to you, and/or through any other means that we believe to be appropriate. If you do not accept any such changes, you must immediately instruct us in writing to terminate your account and you must immediately cease to access and/or use our Services. If you continue to maintain your account, or access and/or use Services, after such notification, you shall be deemed to have agreed to the updated Terms.

I. Account Registration and Security

1. Minimum Age. You must be at least 18 years old or the age of majority in your jurisdiction, whichever is higher, in order to access or use the Services. If you are younger than 18 years old

or the age of majority in your jurisdiction, you must not access or use the Services.

2. Account Registration. To access our Services, we may require you to apply for an account and log into the Services using your account. You agree that we have sole and absolute discretion whether or not to create an account for you, and we have no obligation to provide any reasons for or information in connection with any unsuccessful application for an account or the restriction, suspension, or termination of any account.

You agree that, if you apply for an account:

- (a) we may require you to meet certain eligibility criteria that we set from time to time;
- (b) you shall provide us with such information, materials, documentation, and assistance as we may require or as may be required under applicable law from time to time; and
- (c) you represent, warrant, and undertake to us now and on an ongoing basis that:
 - (i) all information, materials, documentation that you provide or make available to us are accurate, up-to-date, and complete;
 - (ii) you are not subject to any economic, financial, trade, immigration, aircraft, shipping, or other sanctions, export controls, trade embargoes, or restrictive measures ("Sanctions") imposed, administered or enforced in any jurisdiction; and
 - (iii) you are not listed on or owned or controlled by any person listed on any list issued or maintained by any government or regulatory agency, department, or authority in any jurisdiction responsible for the imposition, administration, or enforcement of Sanctions.

3. Account Security. We employ industry-standard security measures to protect your account. Your account is personal to you and is meant only for your usage. You must not share your account credentials or allow anyone else to access or use your account, or borrow, rent, transfer, or sell any account. If you become aware of any unauthorized access to your account, have reason to believe that your account credentials have been compromised, or that your account has been accessed or used by a third party, you must notify us immediately through the contact details set out at the bottom of these Terms. You agree and acknowledge that:

- (a) it is your sole responsibility to maintain the security and confidentiality of your account and to keep your account credentials secure and confidential;
- (b) you are solely responsible for all activities that are attributable to your account; and
- (c) we shall not be liable for any unauthorised access or use of your account, regardless of whether we have been notified of any suspicious or unauthorised activity, or compromise of your credentials.

4. Restriction, Suspension or Termination. Alibaba shall have the right to take any enforcement actions as it deems appropriate at Alibaba's sole discretion, including but not

limited to giving a written warning to you, removing any User Content submitted or published by you to the relevant features or functions of the Services, recovering damages or other monetary compensation from you, suspending or terminating your account with Alibaba. We shall also have the right to restrict, suspend, or terminate your account in relation to, your access to, and/or your use of any other products or services provided by Alibaba, and/or prohibit you from applying to create an account or accessing or using any of our products or services now or in the future.

Without limiting the generality of the foregoing, we have the right to restrict, suspend or terminate your account and/or your access to or use of the Services (or any features within the Services), and/or remove any content stored on any systems associated with the Services, at our sole and absolute discretion, with or without notice to you, and with or without providing any explanation, including without limitation where: (a) required under applicable law; (b) any of our service providers are unable to support your use thereof; (c) in our sole and absolute opinion, you are in breach of these Terms or any other terms as between you and us; or (d) we have reason to believe that you may have or are likely to circumvent any controls or restrictions in connection with the Services, or abuse any features, offers, promotions which we may offer from time to time in connection with the Services.

II. Use of Our Services

You agree that you shall access and use our Services only in compliance with all applicable laws as well as these Terms, third party rights (including without limitation contractual and Intellectual Property Rights), any documentation, guidelines, or policies we may post on or make available via the Services, and any additional terms and conditions as we may specify from time to time.

1. What You Cannot Do. Without prejudice to the generality of the foregoing, you shall not do or attempt to do any of the following:

- (a) recompile, decompile, disassemble, reverse engineer, or determine or attempt to determine any source code, algorithms, methods, techniques, or any underlying components (including without limitation the training data, model, parameters, or weights);
- (b) interact with, extract, or download any information, data or content from the Services (including without limitation the Outputs) in an automated manner;
- (c) scrape, mine, or distil any information, data or content from the Services (including without limitation the Outputs) whether using scripts, engines, software, tools, agents, devices, data mining tools, scraping techniques, distillation techniques, or other means or mechanisms, in each case whether manual or automated;
- (d) create, recreate, distribute, or advertise an index of any significant portion of the information, data, or content (including without limitation the Outputs) made available via the Services;

- (e) use any information, data, or content (including without limitation the Outputs) made available via the Services to develop or improve any products or services (including without limitation any models) that compete with or are similar in functionality to the Services (or any aspect thereof);
- (f) use the Services or Outputs to obtain unauthorized access to any system or information or to deceive any person;
- (g) access or use the Services or Outputs in any way that may infringe, misappropriate, or violate any applicable law or third party rights (including without limitation any Intellectual Property Rights or rights of publicity or privacy);
- (h) probe, scan, test the vulnerability of or attempt to circumvent any security or authentication measures or features, functionalities, data, information or content that you are not authorised to access;
- (i) interfere with, 'jailbreak', or disrupt the proper working of the Services (or any part thereof), and/or any website or any networks connected to the Services, whether via 'prompt injections' or otherwise;
- (j) access or use the Services or Outputs in any way that may abuse, harm, interfere with, or disrupt the integrity or performance of our Services or any person's enjoyment or legitimate use of the same; and/or
- (k) engage in any conduct that restricts or inhibits any person from using or enjoying our Services, or that we reasonably believe exposes us or any of our users, affiliates, or any other third party to any liability, damages, or detriment of any type, including reputational harm.

2. Usage Policy. You agree that it is a continuing condition of your access and/or use of the Services that you comply at all times with our Usage Policy or via such other means as we may specify from time to time. Please review our Usage Policy carefully before using our Services. We may use automated detection and monitoring mechanisms to identify and act upon non-compliance with our Usage Policy. Without prejudice to generality of the foregoing, you further agree that:

- 2.1 Do not compromise critical infrastructure or national security;
- 2.2 Do not use the Services to generate any content for political campaigns;
- 2.3 Do not Incite, facilitate, or promote violent extremism, terrorism, or hateful behavior;
- 2.4 Do not submit content or create any sexually explicit or suggestive content, and other visually shocking or disturbing content;
- 2.5 Do not compromise children's safety;
- 2.6 Do not compromise someone's privacy or identity;

2.7 Do not submit content or create any content that are inherently disrespectful, aggressive, hateful, or otherwise abusive;

2.8 Do not spread misinformation;

2.9 Do not perform or facilitate the activities that may significantly affect the safety, wellbeing, or rights of others, such as providing tailored legal, medical/health, or financial advice, making automated decisions in domains that affect an individual's rights or well-being, etc.

3. Non-commercial Use. You acknowledge and agree that our Services (including without limitation any Outputs) are solely for your personal learning, research, and experimental purposes. You shall not, without our prior written consent, use our Services (including without limitation any Outputs) for any commercial purposes.

4. Third Party Services. Our Services may include or be provided via or through third party software, products, or services ("Third Party Services"). Any such Third Party Services are subject to their own terms, and we disclaim all liability in connection with the same.

III. User Content

1. User Content. We may, from time to time and at our sole and absolute discretion, allow you to submit text, documents, or other materials to our Services for processing ("Prompts"). Information, data, documents, images, and/or other material may be generated at your request, based on your Prompts ("Outputs"). Prompts and Outputs are collectively referred to in these Terms as "User Content".

You are responsible for all Prompts you submit to our Services. By submitting Prompts to our Services, you represent and warrant that:

(a) you have all rights, licenses, clearances, consents, and permissions that are necessary for you to submit the Prompts to us for all purposes described or contemplated under these Terms, for us to process the Prompts under our Terms, and for you to grant us all rights described or contemplated under these Terms;

(b) your submitting Prompts to us or our processing of any Prompts as described or contemplated in these Terms: (i) will not violate our Terms, applicable law, or any third party rights (including without limitation any intellectual property, confidentiality, or contractual rights); and (ii) will not require us to comply with any additional licence or contractual terms beyond those set out herein, including without limitation any obligations to disclose, redistribute, or provide access to any source code, licence any material to any third party, or redistribute any material at no charge;

(c) the Prompts (in whole or in part):

(i) are not offensive, inappropriate, illegal, or objectionable in any way;

- (ii) are not pornographic, nor do they contain profanity;
- (iii) are not defamatory or libellous;
- (iv) are not inaccurate, false, or misleading;
- (v) are not confidential or proprietary;
- (vi) do not contain any harmful inputs, code, or files that contain viruses, trojans, worms, time bombs, logic bombs or other material that is malicious or technologically harmful;
- (vii) do not contain any 'prompt injections' or other inputs intended or likely to circumvent any controls or restrictions in connection with the Services, or cause the Services to behave in an unexpected or unintended manner;
- (viii) meet all requirements applicable in relation to content published on the Internet or other electronic platforms, including without limitation under applicable law and codes of practice issued by competent government authorities and agencies; and
- (ix) will not expose us or any of our users to any harm or liability of any kind.

You further agree and acknowledge that:

- (a) we shall have no liability in respect of any User Content. We do not represent or warrant the accuracy, integrity, appropriateness, quality of any User Content, nor that the User Content does not infringe any Intellectual Property Rights, and under no circumstances shall we be liable in any way for any User Content (including for the avoidance of doubt any third party materials incorporated in User Content);
- (b) you are solely responsible for the form, content and accuracy of all User Content. User Content is not verified or approved by us. We do not assume any obligation to remove, validate, screen, verify or edit any User Content;
- (c) all User Content shall be deemed to be non-confidential and non-proprietary. We shall not be under any obligation of confidentiality to you regarding any User Content unless agreed otherwise in a separate direct contract between you and us or required under applicable law;
- (d) we, or third parties we authorise, shall have the right to cut, crop, modify, adapt, edit, and/or refuse to publish, store, or make available, User Content at our or their sole and absolute discretion. We may, but are not obliged to, remove, disallow, block or delete any User Content: (i) that we believe may be in breach of these Terms; or (ii) in response to complaints from other users or third parties, with or without notice to you, with or without providing any reason, and without any liability to you;
- (e) we may process any User Content to improve our services and/or develop new products and services (including without limitation for our internal business purposes and/or for other customers). You hereby expressly authorise and consent to us: (i) using

and storing User Content that is not personal data to develop and improve our machine-learning and artificial-intelligence technologies; and (ii) processing and storing such User Content outside of the jurisdiction where you are using the Services;

(f) we may collect performance and usage metrics and data regarding your access and/or use of the Services, including model versions, inferences, upload times, as well as processing, diagnostic and other data, and we may use such metrics and data to improve the quality and other aspects of the Services and its underlying technologies; and

(g) if you activate functions of Services (as applicable, and we may in our sole and absolute discretion make available from time to time) which permit public sharing of any User Content, you agree and acknowledge that despite any provision under these Terms, anyone with whom you have shared such content may access, use, save, reproduce, distribute, display, and transmit such content freely, and we shall not be liable to you in connection with the foregoing.

2. Ownership of User Content. As between you and Alibaba, and to the extent permitted by applicable law, you retain any right, title, and interest that you have in the Prompts you submit. Subject to your compliance with our Terms, we assign to you all of our right, title, and interest—if any—in Outputs generated at your request and provided to you in response to Prompts submitted by you. You agree and acknowledge that the Outputs may not be unique and may be similar or identical across users, and your rights in certain Outputs (if any) may not extend to other Outputs generated at the request of other users.

3. Our Use of User Content. We generally use User Content to provide, maintain, develop, and improve our Services, comply with applicable law, enforce our terms and policies, and keep our Services safe. If you have concerns or questions about our use of User Content, please write to us via the contact details set out at the bottom of these Terms.

You shall (or shall procure and ensure, if you are not the owner of the User Content) that we and our affiliates are granted an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, sub-licensable, perpetual, worldwide licence, to access, use, host, modify, communicate, reproduce, adapt, make derivative works of, publish, perform, and/or distribute any User Content, and/or authorise any of the foregoing, in any format and on any platform, either now known or hereinafter invented. You further grant us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, sub-licensable, perpetual, worldwide licence to use your user name(s), image(s), and likeness(es) to identify you as the source of any User Content. We shall also have the right to disclose your identity to third parties, including without limitation our advisors, sub-contractors, any third party who is claiming that any User Content constitutes a violation of their IPR or other rights.

In each case, in connection with the User Content, or any portion thereof, you hereby waive (and/or shall procure and ensure the same):

(a) any rights to prior inspection or approval of any marketing or promotional materials related to User Content;

(b) any and all rights of privacy or publicity;

(c) moral rights as defined under the Copyright Act 2021 of Singapore, the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886, or any other rights of a similar nature.

To the extent any such rights cannot be waived, you hereby undertake (or shall procure and ensure the same) that any and all such rights shall not be asserted or enforced, and that you shall not support, maintain or permit any action based on any such rights in connection with any User Content.

4. Reliance on Outputs. You acknowledge and agree that artificial intelligence and large language models are emerging technologies that are under rapid development and hence are still improving in accuracy, reliability and safety. You therefore agree and acknowledge that:

(a) Outputs may: (i) be inaccurate, misleading, incomplete, erroneous, or lack context; and (ii) contain inappropriate, unintended, and/or offensive elements;

(b) you shall be solely responsible for preparing, selecting, and inputting appropriate Prompts to produce your desired Outputs, and reviewing the Outputs, and verifying their accuracy, appropriateness, reliability, and fitness for your specific use case;

(c) you accept the sole risk of any misunderstandings, inaccuracies, and/or lack of context in the Outputs;

(d) you agree that any Output is generated by you, at your request, and will not necessarily reflect our views, opinions, or beliefs;

(e) you must not depend solely on the Outputs from our Services for any factual information or as a definitive source of truth; and

(f) any and all Outputs:

(i) shall not constitute (nor be treated as), nor be a substitute for, any professional, medical, legal, reliable, or accurate advice or information;

(ii) shall not be used as a basis for making any professional, medical, legal, business, or financial decisions;

(iii) shall not be used for any purposes that could legally or substantially affect any person, such as making decisions related to credit, education, employment, housing, insurance, legal matters, medical issues, or other significant decisions, assessments, or judgments concerning any person; and

(iv) are not intended for use in, or in association with, any regulated uses, including without limitation in any dangerous environments or in relation to any critical systems

that may lead to serious bodily injury or death or cause environmental, property, or other damage.

IV. User Feedback

We appreciate feedback. If you provide us with any feedback, comments, suggestions, and/or responses to any surveys, or rate any Outputs (such as by using the thumbs up/thumbs down button next to Outputs) (“**User Feedback**”), by providing such User Feedback to us, you agree that:

- (a) we may store your User Feedback, we shall own all right, title, and interest in and to such User Feedback, and we may use such User Feedback however we choose without any obligation or payment to you. You shall do, execute, or procure to be done and executed all such further acts, deeds, things, and documents as may be necessary to assign all rights, title, and interest in and to such User Feedback to us;
- (b) we have no obligation to review, consider, address, or act upon any User Feedback, or to return all or part of any User Feedback; and
- (c) you have provided such User Feedback provided on a non-confidential basis, and we are not under any obligation to keep the User Feedback confidential or to refrain from using or disclosing it in any way.

V. Intellectual Property Rights

1. Save in respect of User Content, Alibaba and its affiliates are the sole owner or lawful licensee of all rights and interests (including Intellectual Property Rights) in the Services, including without limitation any documentation, software, images, videos, audio, text, models, databases, content and any other materials forming part of or used in connection with the Services. All rights not expressly granted to you are reserved by us. “ALIBABA”, “ALICLOUD”, “ALIYUN”, “QWEN”, “TONGYI” and related icons and logos are registered trademarks or trademarks or service marks of Alibaba Group Holding Limited in various jurisdictions and are protected under applicable copyright, trade mark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

Subject to your full and timely compliance with these Terms, we grant you a personal, limited, revocable, non-exclusive, and non-sublicensable licence to use our Intellectual Property Rights strictly to the extent necessary to allow you to access and/or use the Services in accordance with these Terms.

2. “**Intellectual Property Rights**” includes without limitation:

2.1 all rights, title and interest in and to all intellectual property rights, including any and all copyrights, patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, rights in computer software, database rights, semiconductor topography rights, utility models and rights in know-how, in each case whether

registerable or not, and including any applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world, and across all platforms and mediums whether now known or in the future invented;

2.2 all rights under licenses, consents, orders, statutes or otherwise in relation to any of the rights referenced in sub-paragraph 2.1 above;

2.3 all rights of the same or similar effect or nature as or to those in sub-paragraphs 2.1 and 2.2 which now or in the future may subsist;

2.4 all rights to income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; and

2.5 all rights at law or in equity to sue for past or future infringements of any of the foregoing rights.

VI. Personal Data Protection

You agree that:

(a) it is a continuing condition of your access and/or use of the Services that you agree to our prevailing Privacy Policy, accessible at <https://chat.qwen.ai/legal-agreement/privacy-policy> or via such other means as we may specify from time to time.

(b) your consents herein supplement and do not supersede nor replace, and are without prejudice to, cumulative and additional to, any other consents which you may have provided us and any other rights which we may have to collect, use, and/or disclose your personal data, with or without your consent, to the extent permitted under applicable law.

You agree that any processing of personal data which you disclose or make available to us is for your purposes and on your behalf only, and you remain responsible for complying with all applicable data protection requirements in relation to such personal data. Without limiting the generality of the foregoing, you represent, warrant, and undertake (at your sole cost and expense) that:

(a) you have obtained all necessary rights and consents in relation to the personal data, information or other material you upload, provide, store or share via the Services, including without limitation express consent from any applicable individuals to disclose and transfer such personal data, information, or other material to us:

(i) for the purposes of using these services, including without limitation as may be described or contemplated herein; and

(ii) for the purposes referred to in our Privacy Policy; and

(b) you shall provide all necessary notices to, and obtain any necessary consents from relevant third parties (such as any individuals) for the collection, use, processing, disclosure,

and storage of the personal data (including without limitation by us and our affiliates).

VII. Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

- (a) OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS ONLY;
- (b) WE AND OUR AFFILIATES AND LICENSORS MAKE NO GUARANTEES, REPRESENTATIONS, WARRANTIES, OR UNDERTAKINGS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES (INCLUDING WITHOUT LIMITATION ANY OUTPUTS), AND DISCLAIM ALL GUARANTEES, REPRESENTATIONS, WARRANTIES, AND UNDERTAKINGS IN CONNECTION WITH THE SAME, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, RELIABILITY, UNBIASEDNESS, CONSISTENCY, INTEROPERABILITY, COMPLIANCE WITH DESCRIPTION OR OTHER REQUIREMENTS, SPECIFICATIONS, PARAMETERS, OR CRITERIA, COMPLIANCE WITH APPLICABLE LAW AND THIRD PARTY RIGHTS (INCLUDING WITHOUT LIMITATION DATA PROTECTION AND EXPORT LAWS AND INTELLECTUAL PROPERTY RIGHTS), AND QUIET ENJOYMENT, FREEDOM FROM ANY MALICIOUS, ERRONEOUS, MANIPULATED, INAPPROPRIATE, POISONED, OR HARMFUL CODE OR DATA, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE;
- (c) WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED; AND
- (d) YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

VIII. Liability

1. OUR SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

2. YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR

FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

VIII. Liability

1. YOU HEREBY IRREVOCABLY AGREE TO INDEMNIFY AND HOLD ALIBABA, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, LIABILITIES WHICH MAY ARISE FROM YOUR ACCESS TO OR USE OF THE SERVICES (INCLUDING BUT NOT LIMITED TO THE DISPLAY OF YOUR INFORMATION ON THE SERVICE PLATFORM, THE SUBMISSION OF UNLAWFUL USER CONTENT TO THE SERVICE OR THE RELEVANT ANCILLARY FEATURES OF ANY SERVICES, AND ETC.) OR FROM YOUR BREACH OF ANY OF THE TERMS, INCLUDING WITHOUT LIMITATION:

- (a) ANY USER CONTENT OR INFORMATION, DATA, OR OTHER MATERIAL WHICH YOU PROVIDED OR MADE ACCESSIBLE TO US THAT WAS OR LATER BECAME FALSE, MISLEADING OR INCOMPLETE;
- (b) ANY USER CONTENT (INCLUDING WITHOUT LIMITATION ANY DEFAMATORY, OFFENSIVE OR ILLICIT MATERIAL) WHICH YOU SUBMITTED OR MADE AVAILABLE TO US;
- (c) ANY BREACH OF APPLICABLE LAW OR THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION ANY ACT OR OMISSION BY YOU WHICH CAUSES US OR OUR AFFILIATES, OR ANY OF OUR RESPECTIVE DIRECTORS, OFFICERS, OR EMPLOYEES TO BE IN BREACH OF THE SAME; OR
- (d) ANY ACT OR OMISSION BY YOU, AND ANY NEGLIGENCE, DEFAULT, AND/OR MISCONDUCT ON YOUR PART.

ALIBABA RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU SHALL COOPERATE WITH ALIBABA IN ASSERTING ANY AVAILABLE DEFENSES AND INDEMNIFY AND HOLD ALIBABA HARMLESS AGAINST THE REASONABLE LEGAL FEES INCURRED BY ALIBABA IN THAT REGARD.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALIBABA SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF INFORMATION), WHETHER IN CONTRACT, NEGLIGENCE, TORT, EQUITY OR OTHERWISE OR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION RESULTING FROM ANY OF THE FOLLOWING:

- 1.1 YOUR USE OR INABILITY TO USE THE SERVICES; ANY DEFECT IN DATA, INFORMATION OR SERVICES OBTAINED FROM YOU OR ANY OTHER THIRD PARTY THROUGH THE SERVICES;

- 1.2 YOUR VIOLATION OF ANY THIRD-PARTY RIGHTS, OR CLAIMS AGAINST YOU BY ANY PARTY THAT THEY ARE ENTITLED TO DEFENSE OR INDEMNIFICATION IN RELATION TO ASSERTIONS OF RIGHTS, DEMANDS OR CLAIMS BY ANY THIRD-PARTY CLAIMANTS;
 - 1.3 UNAUTHORIZED ACCESS BY THIRD PARTIES TO YOUR DATA OR PRIVATE INFORMATION;
 - 1.4 YOUR STATEMENTS OR CONDUCT; OR
 - 1.5 ANY MATTERS RELATING TO SERVICES HOWEVER ARISING, INCLUDING NEGLIGENCE.
2. WITHOUT PREJUDICE TO THE FOREGOING, THE AGGREGATE LIABILITY OF ALIBABA, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES OR ANYONE ACTING ON THEIR BEHALF WITH RESPECT TO YOU FOR ANY AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THE SERVICES OR ANY USE OR INABILITY TO USE THE SAME DURING ANY CALENDAR YEAR SHALL BE LIMITED TO, IN AGGREGATE, THE GREATER OF: (A) THE AMOUNT OF FEES YOU HAVE PAID TO ALIBABA OR ITS AFFILIATES FOR THE SERVICES DURING THE CALENDAR YEAR; (B) USD100. THE PRECEDING SHALL NOT PRECLUDE ANY REQUIREMENT FOR YOU TO PROVE ACTUAL DAMAGES. ALL CLAIMS AGAINST ALIBABA IN CONNECTION WITH THESE TERMS OR ANY MATTER REFERENCED HEREIN MUST BE FILED WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION AROSE.
3. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY TO YOU UNDER THE TERMS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL APPLY WHETHER OR NOT ALIBABA HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

IX. Force Majeure

Unless otherwise provided in the terms and conditions of the relevant Services, under no circumstances shall Alibaba be held liable for any delay, failure, interruption, or disruption in the Services or in the performance of our obligations under these Terms resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control or which render the performance of such obligation impossible or impractical, including without limitation, Internet failures, computer, computer viruses, cyber-attacks, telecommunications or any other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

X. Notice and Procedure for Making Claims of Copyright Infringement

1. If you believe that your work has been copied in a way that constitutes copyright infringement, you may provide written notice to Alibaba in the form prescribed by and contain the information required under the Copyright Act 2021 of Singapore, to be submitted to our designated representative, as follows:

Name: Alibaba Cloud (Singapore) Private Limited

Address: 26th Floor, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong

Email: ipr-QwenChat-intl@service.aliyun.com

Attention: Qwen Compliance Team

2. Alibaba will only process notices in the English language that comply with the requirements under the Copyright Act 2021 of Singapore, other applicable laws and these Terms. Any notices that do not comply with the above may not be processed.

3. We will duly consider all notices submitted in accordance with the requirements above. You agree that you shall not take any legal action or exercise any legal remedy you may have against us in respect of any infringing material, unless you have first given us notice in accordance with the requirements above, and a reasonable and sufficient opportunity to remove the infringing material following your notice to us. Where we remove the infringing material in response to your notice, you agree not to exercise and you hereby waive, any right of action against us under applicable law which you may have in respect of any infringing material appearing on our Services prior to such removal by us.

You agree and acknowledge that we have no control and are not responsible or liable for any content or material on third party platforms or services.

XI. General

1. The Terms constitute the entire agreement, arrangement, and understanding between you and Alibaba relating to the Services and any other subject matter of these Terms, superseding any prior written or oral agreements in relation to the same.

2. We are continuously working to develop and improve our Services. We may update these Terms or our Services (or any part thereof) accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

2.1 Changes to the law or regulatory requirements;

2.2 Security or safety reasons;

2.3 Circumstances beyond our reasonable control;

2.4 Changes we make in the usual course of developing our Services; or

2.5 To adapt to new technologies.

We may notify you of changes to our Terms by updating the Terms on our website, via email to you, and/or through any other means that we believe to be appropriate.

All other changes to these Terms will be effective as soon as these Terms are updated on our website. If you do not agree to the changes, you must immediately stop accessing and using our Services, and must immediately instruct us in writing to terminate your account. If you continue to access and/or use the Services after such notification, you shall be deemed to have agreed to updated Terms.

3. You and Alibaba are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
4. We may decide to discontinue our Services without advance notice.
5. The illegality, invalidity or unenforceability of any provision of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The provisions of these Terms are severable, and if any provision, or any portion thereof, is determined by a competent court or tribunal to be illegal, invalid or unenforceable for any reason, any remaining portion of that provision, and all other provisions of these Terms, shall remain legal, valid, and enforceable to the fullest extent permitted by applicable law in order to give effect to the parties' intentions.
6. Alibaba's omission or delay in enforcing any or part of our rights in relation to these Terms shall not operate as a waiver thereof. Alibaba's omission or delay in acting with respect to any breach in relation to these Terms will not waive that right nor waive Alibaba's right to act with respect with subsequent or similar breaches. Unless any right or remedy of ours is expressed to be an exclusive right or remedy, all of our rights and remedies under these Terms shall be without prejudice to our other rights and remedies at law and/or in equity.
7. You shall not delegate, assign, sub-license or sub-contract any of the rights and/or obligations under these Terms to any third party without our prior written consent.
8. You shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.
9. Save for Alibaba and its affiliates, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 (or other analogous rights of third parties arising under any law, regardless whether under judicial or statutory law, or under any treaty that exist or that may come to exist anywhere in the world) to enforce any aspect of these Terms.

XII. Governing Law and Dispute Resolution

The Terms and any dispute, action, or claim arising out of or in connection with it, its subject matter, and/or its formation (including tortious or non-contractual disputes, actions, or claims)

shall be governed by the laws of Singapore. You hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

XIII. How to Contact Us

If you have any questions or comments about the content of this Agreement, you may contact us by [sending an email to qwenlm-intl@service.alibaba.com].