

Message Notification Service

Agreement

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Terms

These Terms of Service constitute an agreement between you and Alibaba Cloud Computing Ltd. (hereinafter referred to as "Alibaba Cloud"), defining the rights and responsibilities with respect to Alibaba Cloud Message Service (MNS). You may choose to accept the Terms of Service by stamping them, clicking "Confirm" on the related webpage, or by other means. Even if you have not clicked "Confirm" , your use of Alibaba Cloud MNS indicates that you have come to an agreement with Alibaba Cloud and you agree to accept all the Terms of Service. In case of any conflict between the text stamped by both parties and the Terms of Service text that you choose to accept by clicking Confirm on the webpage or otherwise, the text stamped by both parties shall prevail. With regard to the Terms of Service, you should note the restrictions and disclaimers, the clauses of how Alibaba Cloud determines and handles your violations and noncompliance, as well as the clauses regarding the selection of courts with jurisdiction. Restrictions and exceptions may be in bold or underscored to call your attention. Before accepting the Terms of Service, please read the whole content of the Terms of Service carefully. If you have any doubts, please contact Alibaba Cloud' s related service department for explanation. If you disagree with any content herein or cannot fully understand Alibaba Cloud' s interpretation of these terms, please do not proceed.

1. Description of Services

1.1. Alibaba Cloud provides for you with the Message Service (MNS) as presented at www.aliyun.com and related technical and network support (collectively "Services").

1.2. The Services provided by Alibaba Cloud shall conform to the terms herein.

1. Charge of Services

2.1. You can recharge your Alibaba Cloud account through AliPay or online banking to pay for your MNS fees. For related rules, see the announcement at www.aliyun.com.

2.2. The MNS pricing system (price and charging mode) and fee deduction rules will be listed at www.aliyun.com. Alibaba Cloud will deduct fees from your Alibaba Cloud account in accordance with the effective pricing system announced on the related webpage.

2.3. Alibaba Cloud reserves the right to terminate or suspend the Services and/or technical support for you provided that you fail to pay in full as agreed.

2.4. You fully understand that all of the complimentary items or activities in the Alibaba Cloud pricing system are one-off special promotions outside of the standard prices. The promotion contents do not cover the charges for modification, update or maintenance of complimentary service items, and the complimentary service items cannot be converted into a monetary value to be deducted from the standard price.

1. Rights and obligations

3.1. Your rights and obligations

3.1.1. You agree to observe the Terms of Service and the related management norms and procedures on the service presentation webpage. You understand that the content of the above agreements and norms may change from time to time. Alibaba Cloud shall notify you 30 days in advance of any change in the Terms of Service by releasing an announcement where appropriate at www.aliyun.com. If you disagree with any modification made to related terms in the Terms of Service, you have the right to stop using the Services. In this case, Alibaba Cloud shall make settlements with you regarding Services charges (if any), and you shall migrate your data out of the Services. If you continue using the Services, you will be deemed as having accepted the modification made to related terms in the Terms of Service.

3.1.2. You shall pay the charges for your Services in accordance with the announcements on the Alibaba Cloud webpage and the agreed terms in the Terms of Service.

3.1.3. You agree to the following:

3.1.3.1. If you use the Services provided by Alibaba Cloud for business or other activities, you shall obtain the permission or approval from related authorities. If you are engaged in the Internet information services such as news, publication, education, health care, medicine and medical instruments, you shall obtain the examination and approval of related competent authorities in accordance with the laws, administrative laws and regulations and the related national regulations. Before applying for a business license or carrying out the filing procedure, you shall obtain the examination and approval of the related competent authorities in accordance with the law.

3.1.3.2. Without the express permission of Alibaba Cloud, you shall not modify, translate, recompile, lease, sublicense, disseminate on information networks, or transfer the Services or software provided by Alibaba Cloud, or reverse engineer, decompile, or attempt by other means to discover the source code of the Services or software provided by Alibaba Cloud.

3.1.3.3. If Alibaba Cloud Services involve the permission to use third-party software, you agree to follow the restrictions of the related licensing agreement;

3.1.3.4. No spreading of email advertisements and Spam: You shall not use the Services provided by Alibaba Cloud to distribute a large number of undesirable or unsolicited emails, electronic advertisements, or emails containing harmful information such as reactionary and pornographic content.

3.1.3.5. Do not use the resources from Alibaba Cloud to upload, download, store or publish the following information or content. Do not facilitate the publishing of such information for others

(including, but not limited to setting URL and banner links)

3.1.3.5.1. Political propaganda and/or news information against national regulations;

3.1.3.5.2. Information related to national secrets and/or security;

3.1.3.5.3. Feudalistic superstition and/or obscene, pornographic or nasty information or the information about crime solicitation;

3.1.3.5.4. Illegal internet publishing activities such as lottery prize, gambling game, private server and plug-in;

3.1.3.5.5. Information against national ethnic and religious policies;

3.1.3.5.6. Information sabotaging internet operation security;

3.1.3.5.7. Information or contents infringing the legitimate interests of other people or impairing social order, social security and public morality;

3.1.3.5.8. Other contents against laws, regulations, department rules or national policies.

3.1.3.6. You shall not occupy or cause a program or process which occupy a large amount of resources of server memory, CPU or network bandwidth in the platform composed by Alibaba Cloud computing resources (such as ECS, network bandwidth and storage space) and put on unreasonable load on Alibaba Cloud platform or other Alibaba Cloud users' network or servers (including, but not limited to local, nonlocal and international network and servers), which affects the communication between Alibaba Cloud and Internet, or between Alibaba Cloud and specific network or server, and within Alibaba Cloud, or causes Alibaba Cloud platform products and services or other Alibaba Cloud users' servers to shut down or crash, or users' products/applications based on the cloud platform inaccessible;

3.1.3.7. You shall not conduct any behaviors that undermine network security (including, but not limited to phishing, hacker attacks, network frauds, injection of or suspected involvement in the spreading of viruses, Trojan horses, and malicious code to websites or cyberspace, and suspected involvement in attack behaviors against other websites and servers by using virtual servers, such as scan, sniffers, ARP spoofing, and DDoS).

3.1.3.8. You shall not change or attempt to change the system configurations provided by Alibaba Cloud or sabotage network security;

3.1.3.9. You shall not conduct any activity in violation of laws, regulations, or Alibaba Cloud's Terms of Service.

3.1.3.10. If Alibaba Cloud finds that you have violated any of the above terms, Alibaba Cloud has the right to take measures accordingly, including, but not limited to the immediate termination or suspension of service and the deletion of corresponding information. If a third-party organization or individual questions or complains about you, Alibaba Cloud will notify you, and you have the responsibility to provide an explanation and present evidentiary materials within the specified time. If you fail to provide rebuttal evidence or give overdue feedback, Alibaba Cloud will take measures, including, but not limited to, the immediate termination or suspension of service and the deletion of

corresponding information. The failure to contact you because you fail to promptly update your contact information or your contact information is incorrect is also deemed as overdue feedback.

3.1.4. You shall not install or use pirated software on Alibaba Cloud services or platforms; you shall bear full responsibility for the results caused by your own behaviors (such as software installation and operations).

3.1.5. You shall bear responsibilities for the completeness and confidentiality of the data that you have stored on Alibaba Cloud platform and the passwords and codes for accessing and managing the various products and services on Alibaba Cloud platform. You are solely responsible for all the losses and consequences due to the loss or disclosure of the above data, passwords and codes because of your improper maintenance or confidentiality.

3.1.6. You shall provide Alibaba Cloud with the contact information of the person enforcing the Terms of Service, a list of personnel managing the various products and services on the user network and cloud platform and their contact information, and provide necessary assistance. In case of any change of the above personnel, you shall update the changed information online and notify Alibaba Cloud in time. You shall be liable for the provision of false, inaccurate and incomplete information as well as the consequences of the above personnel' s behavior or inaction.

3.1.7. You shall keep your website access log records, including posted information, post time, IP addresses, and domain names, in accordance with relevant laws and regulations such as "Regulation on Internet Information Service of the People' s Republic of China" , and provide such records if required by relevant authorities in legal investigations. You are fully liable for your failure to keep the relevant records.

3.1.8. You understand that Alibaba Cloud cannot guarantee that the services provided by Alibaba Cloud are flawless (for example, Alibaba Cloud security products cannot guarantee that your hardware or software is absolutely secure). However, Alibaba Cloud promises to continuously improve service quality and the service level. So you agree that even if the Services provided by Alibaba Cloud have flaws, the above flaws are inevitable with the current technology level in the industry, and such flaws will not be considered as agreement violations by Alibaba Cloud. You agree to work with Alibaba Cloud to resolve the flaws.

3.2. Alibaba Cloud' s rights and obligations

3.2.1. Alibaba Cloud shall provide the Services as agreed herein.

3.2.2. During the term of service, Alibaba Cloud will provide you with the following customer services:

3.2.2.1. Alibaba Cloud will provide paying users with 24/7 after-sales service for failures, along with valid contact information, and guarantee that these users can reach a contact person who is responsible for failures. The contact person will provide prompt feedback after confirming the failure;

3.2.2.2. Alibaba Cloud have a 24/7 online ticket service system to answer users' questions regarding usage.

3.2.3. Alibaba Cloud shall be responsible for only the components at or below the operating system level as well as O&M for the software provided by Alibaba Cloud, that is, the MNS-related technical

architecture and operating system. You are solely liable for the components above the operating system level (for example, applications you have installed on the system). In addition, your own upgrade of the operating system may cause downtime and other adverse impact. Please exercise caution.

3.2.4. Alibaba Cloud will resolve your faults except for those caused by your own activities and/or any force majeure events and matters beyond the control of Alibaba Cloud.

3.2.5. Alibaba Cloud shall strictly abide by its confidentiality obligations.

1. Storage, Destruction, and Download of User Data

4.1. For the purpose of serving you, Alibaba Cloud may provide you with services by making use of your data, including, but not limited to sending product and service information to you and checking your data and service usage, in order to offer you related services.

4.2. Disclosure of your user data, in part or whole, is allowed in any of the following circumstances:

4.2.1. Disclosure made to a third party with your consent;

4.2.2. Disclosure made to a third party or administrative or judicial body as per laws or as required by the administrative or judicial body;

4.2.3. If it is necessary make a disclosure to a third party due to your violation of any relevant national law or regulation;

4.2.4. When your data must be shared with a third party in order to provide software or services as required by you.

4.3. Unless otherwise specified by law or a separate agreement between you and Alibaba Cloud, the messages in MNS will be deleted when they are successfully consumed or the longest storage period that you configure (the default period is used if you do not configure one manually) has elapsed, whichever is earlier. You shall take full responsibility for all results arising from message destruction.

1. Intellectual Property Rights

5.1. You shall guarantee that materials presented to Alibaba Cloud, usage of the Services provided by Alibaba Cloud as well as deliverables generated through using the Services provided by Alibaba Cloud do not infringe on the legitimate interests and rights of any third party. If a third party lodges or is likely to lodge a claim or lawsuit against Alibaba Cloud for the infringement of copyrights, the rights and interests of a third person or Chinese laws and regulations or other applicable laws, you shall compensate Alibaba Cloud for any and all costs or losses incurred therefrom.

5.2. When a third-party organization or individual challenges or files a complaint about the title of the intellectual property of the materials involved with your use of the Services provided by Alibaba Cloud, you have the responsibility to produce evidentiary documents in your defense and cooperate with Alibaba Cloud in coping with such a complaint.

5.3. You shall acknowledge that the intellectual property of any material, technology or technical support, software and service given by Alibaba Cloud to you belongs to Alibaba Cloud. No

reproduction, distribution, transfer, licensing or usage by other persons of the above-mentioned resources by you shall be allowed without the explicit consent from Alibaba Cloud or the third party. Otherwise, you shall assume the relevant responsibilities.

1. Confidentiality

6.1. Confidential information refers to all technical and non-technical information that one party discloses to the other party (confidential information includes but is not limited to product information, product plans, price information, financial and marketing planning, business strategies, client information, client data, R&D data, software and hardware, APIs, technical specifications, designs, special formulas, special algorithms, etc.).

6.2. Either party agrees to keep in secrecy the other party's above-mentioned confidential information that it has known, and shall require its employees who have access to the same confidential information to strictly abide by the confidentiality obligations as stipulated in this clause. Unless it is strictly required by any state organ in accordance with the law or the aforesaid confidential information has been in the public domain, the party receiving the confidential information shall not make disclosure to any other party.

6.3. Both parties who agree on the Terms of Service explicitly recognize that the confidential information is the important information that both parties shall keep in secrecy and is the important asset of both parties respectively. Both parties shall make every effort to prevent disclosure of the above-mentioned confidential information. Once it is found that the confidential information is leaked, both parties shall work together to take all reasonable measures to avoid or minimize damages.

6.4. This clause shall survive the termination of these Terms of Service.

1. Start, Suspension, and Termination of Service

7.1. You can use the MNS after activation. To ensure usage continuity, make sure that your account has sufficient balance.

7.2. Alibaba Cloud will no longer provide you with the MNS in any of the following cases:

7.2.1. You and Alibaba Cloud reach an agreement on service termination.

7.2.2 Due to a change in its business strategy, Alibaba Cloud terminates the service mentioned in the Terms of Service by releasing an announcement on its website, releasing a notice where appropriate on its website, or sending you a website notice or written notice in advance.

7.2.3 In case that you seriously violate any of the Terms of Service (including, but not limited to, (a) your failure to perform your obligations to make a payment in accordance with the Terms of Service, (b) your serious breach of the promises that you make in the Terms of Service, and/or (c) your serious breach of laws and regulations, etc.), Alibaba Cloud shall have the right to unilaterally terminate the Services in accordance with the Terms of Service. If you fail to perform your obligations to make a payment, Alibaba Cloud will suspend or terminate the Services in accordance with the following terms:

7.2.3.1. As of the first late payment, you may still continue using Alibaba Cloud MNS for 24 hours. If you still have not credited your account and cleared off the overdue payables after 24 hours, Alibaba Cloud will suspend the Services and freeze your MNS, but still maintain your messages in the MNS and continue billing. Alibaba Cloud will release the messages after the longest storage period that you configure has elapsed (the default period is used if you do not configure one manually).

7.2.3.2. In case that the 15-day time limit as of the day when Alibaba Cloud suspends the Services (from the time when the Services are suspended to the same time on the 15th day) is reached and you still have not credited your account and cleared off the overdue payables, Alibaba Cloud will terminate the Terms of Service and stop providing Services for you; meanwhile, all your data stored on Alibaba Cloud will be deleted and cleared and be unrecoverable.

7.2.4. You understand and fully acknowledge that even though Alibaba Cloud has established (and will constantly make improvements based on technological development) necessary technological measures to prevent any issue or behavior endangering network security (hereinafter referred to as "these behaviors"), including computer viruses, network intrusion and attacks (including but not limited to DDoS). However, in light of the limitations and relativity of network security technology as well as the unpredictability of these behaviors, if you suffer from these behaviors and this damages Alibaba Cloud or Alibaba Cloud's other networks or servers (including but not limited to local, remote and international networks, servers, etc.) or affects the smooth communication between Alibaba Cloud and the Internet or specific networks or servers, as well as within Alibaba Cloud, Alibaba Cloud may decide to suspend or terminate the Services. If the Services are terminated, service fees will be calculated based on the number of months when the Services are actually provided (days less than a month are assumed a month), and remaining payments will be refunded if there are any.

7.2.5. Alibaba Cloud may terminate the Terms of Service by releasing an announcement at www.aliyun.com or sending you a website notice or written notice 30 days in advance. Alibaba Cloud will refund the payments that you have made but are not actually charged for consumption to your Alibaba Cloud account.

1. Liability for breach

8.1. Any party who violates these Terms of Service must assume the liability for the breach of these terms in accordance with law.

8.2. You understand that, in view of the particularity of the computer and internet field, it shall not be deemed as Alibaba Cloud's default in the following circumstances:

8.2.1. It is necessary for Alibaba Cloud to suspend the Services for a short time for server configuration or maintenance;

8.2.2. The speed of access to your website slows as a result of a blocked path on the Internet.

8.3. If your Services are unavailable for 72 consecutive hours for reasons attributable to Alibaba Cloud, you may terminate the Services, except that the Services become unavailable for any reason beyond the control of Alibaba Cloud.

8.4. Alibaba Cloud shall not, in any case, take responsibility for any indirect, consequential, punitive,

contingent or special damages, including profit loss incurred by the usage of Alibaba Cloud Services (Even if you have been notified of the possibility of such losses).

8.5. Under no conditions shall Alibaba Cloud's liability for liquidated damages due to the breach of these Terms of Service and conditions exceed the total service fees corresponding to the defaulting service.

1. Force majeure

9.1. In the event that a force majeure event or other contingencies make the performance of these terms and conditions impossible, unnecessary or meaningless, the party suffering the force majeure event or contingencies shall not be liable for this.

9.2. A force majeure or contingent event refers to an objective event that is unpredictable, insurmountable and unavoidable and has a significant impact on one party or both parties, including, but not limited to natural disasters such as flood, earthquake, plague, and social events such as war, turmoil, governmental acts, interruption of trunk lines of communication, hacker attacks, network congestion, technological adjustments by telecom departments as well as government regulations.

1. Governing laws and dispute resolution

10.1. These Terms of Service shall be governed by the laws of the People's Republic of China.

10.2. Any dispute arising during the performance of these Terms of Service shall be promptly settled by both parties through consultation. If no agreement can be reached, either party may file a lawsuit with the People's Court of Hangzhou's West Lake District.

1. Supplementary provisions

11.1. The service introductions and price descriptions provided by Alibaba Cloud on the relevant pages of www.aliyun.com and the order page on which you confirm your acceptance constitute an integral part of these Terms of Service. If such service introductions and price descriptions at www.aliyun.com or the order page conflict with these Terms of Service, these Terms of Service shall prevail.

11.2. Alibaba Cloud is entitled to transfer the obligations and rights herein, in part or whole, to any affiliated company by making an announcement at www.aliyun.com or giving you 30 days' notice on the website or in writing.

11.3. Any clause herein that is supposed to survive the termination of this Agreement in terms of nature or other respects shall remain in effect. Such clauses include, but are not limited to those with respect to warranty, confidentiality, intellectual property rights, and governing laws and dispute resolution.