

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 use 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.

Welcome to use the services provided by [Baidu AI Cloud]! Beijing Baidu Netcom Technology Co., Ltd. (hereinafter referred to as "Baidu" or "we") attaches great importance to the protection of your privacy and personal information. Unless otherwise stated in this Privacy Policy, this Privacy Policy applies to your access and use of the services provided by [Baidu AI Cloud] in any way.

You can obtain [basic cloud, artificial intelligence, intelligent big data, Internet of Things, security, blockchain, proprietary cloud and other products and technical services] (hereinafter collectively referred to as "[Baidu AI Cloud] products or services") through [Baidu AI Cloud]. We will only process (such as collect, store, etc.) the necessary personal information required for you to use the products or services.

This Privacy Policy applies to your access and use of our products and services through the [web version] of [Baidu AI Cloud].

This Privacy Policy does not apply to us as a trustee, processing your personal information, user data or business data in accordance with the trustor's request. We will sign an agreement with the trustor to provide data processing services to the trustor on the premise of ensuring that the level of personal information protection is not lower than the level required by the trustor.

This Privacy Policy does not apply to third parties that have separate privacy policies and are not included in this Privacy Policy, and provide products or services to you through us ("Third-Party Services"). Your use of these third-party services (including any information including personal information you provide to these third parties) will be subject to the terms of service and privacy policy of these third parties (not this Privacy Policy). Please read the third-party terms carefully. For example, when a third-party service provider relies on the Baidu Cloud platform to provide you with services, the information you provide to the service provider is not subject to this Privacy Policy, but to the independent privacy policy of such service provider. If you activate or associate the services or products we provide with a third-party platform or social media (such as direct login, virtual login or associated login through a third-party website), we may disclose your personal information based on your authorization in this regard. Please properly protect your personal information and only provide or authorize it to third parties when necessary.

This Privacy Policy is designed to help you understand what personal information we collect, why we collect it, what we do with it, how to protect it, and your rights as the subject of personal information. We will collect and use your personal information in accordance with the Privacy Policy, but we will not collect all of your personal information in a mandatory bundling manner simply because you authorize and agree to this Privacy Policy. We will strictly follow the requirements of laws and regulations and seek your separate consent in specific circumstances. In addition to this Privacy Policy, we may also explain to you the rules for our processing of your personal information through product page notifications, pop-up prompts, information push, etc. The processing of personal information corresponding to specific business functions will be subject to the specific rules, and the specific rules have the same effect as this Privacy Policy.

Your agreement to this privacy policy only means that you have understood the functions provided by the application and the necessary personal information required for the operation of the functions. It does not mean that you have agreed that we can collect necessary personal information for extended functions. The personal information for extended functions will be separately subject to your consent based on your authorization during use.

Please read and understand this privacy policy carefully before using Baidu AI Cloud and related products and services, especially the bold and underlined content, so that you can make appropriate choices.

This Privacy Policy will help you understand the following:

1.Information We Collect and Purpose of Use 2.How we use cookies and similar technologies 3.How we share, transfer and publicly disclose your personal information 4.How we store and protect your personal information 5.Your rights 6.How we handle personal information of minors? 7.How your personal information is transferred across borders 8.Your business data 9.Updates to this Privacy Policy 10.How to Contact Us

We are fully aware of the importance of personal information to you, and we also know that providing effective protection for your information is the cornerstone of the healthy and sustainable development of our business. Thank you for your use and

trust in [Baidu AI Cloud]! We are committed to maintaining your trust in us and abiding by the following principles to protect your personal information: the principle of consistency of rights and responsibilities, the principle of clear purpose, the principle of selective consent, the principle of minimum sufficient use, the principle of ensuring safety, the principle of subject participation, the principle of openness and transparency, etc.

We solemnly promise that we will take appropriate security measures to protect your personal information in accordance with the industry's mature security standards.

Information We Collect and Purpose of Use

We will collect and use your personal information in accordance with the principles of legality, legitimacy and necessity. Specifically, we collect and process your personal information in order to provide you with corresponding business functions. In the corresponding functions, if you provide the personal information of others, please ensure that you have obtained the authorization of the relevant subject. We reserve the right to verify the legal source of such personal information at any time.

You need to provide us with personal information so that we can realize the basic business functions of [Baidu AI Cloud]. The information necessary to realize the basic business functions is necessary personal information. If you refuse to provide such necessary personal information, we will not be able to provide you with such basic business functions and corresponding services. In addition to the basic business functions, you can choose to provide us with some personal information so that we can realize the extended business functions of [Baidu AI Cloud]. We will inform you of the purpose of use and process such personal information based on your authorization or the purpose necessary to perform the extended business functions you choose. Your refusal to provide such extended business function information will not affect your use of our basic business functions, but if you refuse to provide the personal information necessary to realize the extended business functions, we will not be able to provide you with the extended business functions.

For your convenience, we list the business functions we provide, the purposes of processing, and the personal information required as follows:

1.1 Register and log in to your account You can create a Baidu AI Cloud account or a Baidu Universal Account using your mobile phone number, and you can complete your account information.

When registering or logging into a Baidu AI Cloud account or Baidu Universal Account, you need to provide us with your mobile phone number in the People's Republic of China. You can choose to set an account name, avatar, login password, and account binding email address. In order to meet the mandatory requirements of laws and regulations, to provide products or services, or based on your need to enhance the level of account protection, when you use the relevant services of [Baidu AI Cloud], you need to provide your real identity information and complete real-name authentication. You should choose the appropriate real-name authentication method based on your identity attributes: (1) If you use a corporate account to complete real-name authentication, you will need to submit your company name, social credit code, business license image, and bank account information (including the bank, bank account number, and account holder). We will use the information you submit as the payment account when Baidu AI Cloud completes your real-name authentication. (2) If you use facial recognition to perform real-name authentication, you will need to provide your real name, ID number, and facial information. We will use the information you submit as information verification when Baidu AI Cloud completes your real-name authentication.

If you do not register an account, log in to [Baidu AI Cloud], or do not perform real-name authentication, it will not prevent you from browsing and understanding most of the business functions of [Baidu AI Cloud], but it may affect your use of business functions that require real-name authentication (some services and activities only support real-name authenticated users. If you are not authenticated, you will not be able to use or participate in the aforementioned services and activities, such as network access, domain name registration, website filing, etc.).

In order to verify the legality, authenticity and validity of the information you provide, or to protect the security of your account, we may compare and verify the real-name information you provide to Baidu with your corresponding information stored by institutions permitted by laws and regulations, institutions authorized by government agencies, and third-party institutions that legally retain your information.

1.2 Baidu AI Cloud Product Functions You can choose [Baidu AI Cloud] to provide you with [ICP filing review service].

If you use the [ICP filing review service], we will require you to provide [your website sponsor certificate, information about the principal and website manager, website manager liveness verification (such as face recognition authentication) and related website information, etc.]. With your authorization and consent, we will provide you with the [ICP filing review service].

You can cancel the authorization of [Baidu AI Cloud] to process your [your website sponsor or organizing unit's certificate information, principal and website person in charge information, website person in charge liveness verification (such as face recognition authentication) and related website information, etc.] at any time, and stop us collecting the above information from you. After that, you may not be able to obtain ICP filing review service, but it will not affect your normal use of [Baidu AI Cloud]'s other business functions that can be achieved without the above information (such as browsing, searching Baidu AI Cloud product web pages, etc.).

You can learn more about the [ICP filing review service] through [Baidu AI Cloud]'s [official website or APP or through your account manager].

[Biometrics, financial accounts and other information] is sensitive personal information. You can cancel the authorization for [Baidu AI Cloud] to collect your [biometrics, financial accounts and other information] at any time. After that, you may not be able to use the above-mentioned related services or functions provided based on [biometrics, financial accounts and other information], or you may not be able to achieve the intended effects of the above-mentioned related services provided based on [biometrics, financial accounts and other information]. However, it will not affect your normal use of other business functions of [Baidu AI Cloud] that are not based on [biometrics, financial accounts and other sensitive personal information].

1.3 New service and function operation and customer service processing [Baidu AI Cloud] will initiate operational activities for newly launched services and functions from time to time. If the newly launched services need to process your personal information or apply for device system permissions, and you have not authorized or agreed to them before, we will obtain your consent separately. If the processing of sensitive personal information is involved, we will obtain your separate consent separately.

When you use the problem reporting function, we will use your account ID to access the work order function (including viewing work orders and creating work orders) to quickly create your service request and enable backend technical service personnel to quickly respond to your service request.

In order to improve our products and services and those of Baidu's affiliates and partners, we may use the collected information to conduct necessary business operations and analytical research. The above analytical research may be processed through artificial intelligence programs such as Wenxin Qianfan, and we may also share these statistical information with relevant partners as needed, but these statistical information will not contain any of your personally identifiable information.

If you participate in relevant operation activities, we may collect your identity information, contact information, transaction account information through the operation activity interface in order to contact you and send you operation rewards, etc. The specific information shall be subject to the operation activity interface and the content notified to you separately. If you do not participate in relevant operation activities, you do not need to provide the above information.

If you have questions about our products and services or need customer service to intervene in dispute resolution, you may be required to provide your identity information for verification in order to verify your identity and locate your problem. In order to ensure call quality and ensure that disputes are properly resolved, we may save records of your communication with us, including call records, information you provide related to your dispute resolution, and contact information you use or provide.

If you have questions about our products and services or need customer service to intervene in dispute resolution, you may be required to provide your identity information for verification in order to verify your identity and locate your problem. In order to ensure call quality and ensure that disputes are properly resolved, we may save records of your communication with us, including call records, information you provide related to your dispute resolution, and contact information you use or provide.

1.4 Implementation of the Business Cooperation Agreement In order to realize your transaction or service request, for

example, if you need to apply for service activation, testing, fee invoice, etc., and it is necessary for the performance of the contract, you should provide necessary information such as contact person, contact information, address, billing information, order, etc.

1.5 Commercial cooperation operation management We also use business cooperation data for operational management, collecting data from the environment in which you use Baidu AI Cloud products and services or obtaining data from third parties in order to provide a more seamless, consistent and personalized experience, make informed business decisions, and achieve other legitimate purposes.

The processing of personal data to achieve these goals includes both automated and manual (human) processing methods. Automated methods are often associated with and supplemented by manual methods. For example, to build, train, and improve the accuracy of automated processing methods (including artificial intelligence AI), we manually check certain predictions and inferences produced by automated methods against the underlying data on which the predictions and inferences are based. For example, to obtain your permission and improve our deep synthesis big model capabilities, we review short conversation snippets produced by big model calls. This review may be conducted by employees or partner suppliers on behalf of Baidu AI Cloud.

1.6 AI-powered Baidu AI Cloud Qianfan Large Model Technology Experience Baidu AI Cloud Qianfan Large Model Platform is a one-stop big model development and service operation platform for enterprise developers. It provides one-stop big model customization services based on the underlying model of Wenxin Yiyan (ERNIE Bot), including data management, automated model customization and fine-tuning, and cloud deployment of prediction services. It also provides ERNIE Bot enterprise-level service APIs that can be quickly called to help implement generative AI application needs in various industries.

As described in this section. For more information about the Qianfan large model platform technical experience, please visit. (<https://cloud.baidu.com/doc/WENXINWORKSHOP/index.html>)

1.7 Message Notification You acknowledge and agree that we may send multiple types of notifications to one or more of your contact information (e.g., phone number) during the use of products and/or services for purposes such as user message notification, identity verification, security verification, user experience research, etc. In addition, we may also provide you with commercial information such as services, functions or activities that may be of interest to you via SMS or phone calls. If you do not wish to receive this information, you can unsubscribe through the unsubscribe method provided in the SMS or directly contact us to unsubscribe.

1.8 Ensuring service security, optimizing and improving services When you use [Baidu AI Cloud], in order to ensure your normal use of the service, more accurately locate and solve the problems you encounter when using the service, improve and optimize the service experience, protect the security of your account, prevent, discover, and investigate fraud, security hazards, illegal or violations of our agreements, policies or rules, and protect the legitimate rights and interests of you, us or our affiliates, partners and the general public, we will collect your device information, location information, log information and other information related to the login environment.

1.9 Information aggregation, personalized recommendation and automated decision-making **Aggregation and Fusion:** You agree that we will aggregate, integrate, identify, analyze, profile or further process the personal information you actively or passively provide in this service through our own or the trustee's technology, and form various types and different granularity of label information that can reflect your behavior habits, interests or credit status and other characteristics (hereinafter referred to as "label information"). We will use the label information for automated decision-making in specific scenarios and purposes, and push personalized information and/or commercial marketing information to you. In addition to the aggregation and fusion of information in this service, we may associate and aggregate the information collected from your various devices so that we can provide you with consistent services on these devices. For example, we may associate your device information or phone number with your Baidu account, but only if you agree to the Baidu User Agreement and Baidu Privacy Policy General Provisions when registering and logging into your Baidu account. To provide you with a consistent experience, the personal information you actively or passively provide in this service may be aggregated and integrated with the personal information you actively or passively provide in other products and services we operate, while ensuring that all personal information is under the control of the same business entity and without changing the data security protection capabilities and management

level. This may be further processed to form label information and used in the process of providing you with this service or other products and services we operate. This aggregated and integrated information does not contain information that can directly identify your personal identity, and we will ensure the secure processing of the information after aggregation and integration.

Personalized recommendations: We will recommend you content that you may be more interested in and more relevant based on tag information and your search, browsing and other usage behavior information, device information and location information on the Baidu AI Cloud official website. In the personalized recommendation service, we will also provide you with a convenient way to refuse. We have established a user's self-control mechanism for personal information (such as tags, portrait dimensions, etc.) that personalized display relies on, to ensure your ability to control the relevance of personalized display. For details, please see this policy ["Display and Control of Personalized Content and Advertisements"].

Automated decision-making: Automated decision-making activities also rely on our processing of your usage behavior information, device information, location information, and tag information. If we make a decision that has a significant impact on your personal rights and interests through automated decision-making, you have the right to ask us to explain it through this Policy ["10. How to Contact Us"], and you have the right to refuse us to make a decision solely through automated decision-making.

1.10 Marketing Event Invitation In order to invite you to participate in market publicity and promotion activities related to Baidu AI Cloud products, services, and solutions, including but not limited to forums, conferences, salons, exhibitions and other activities, Baidu and its authorized partners need to collect your personal information including name, company, department position, mobile phone number, email address, ID number, etc. The main purpose is to invite you to related marketing activities, send relevant notifications and identity approval for related venues/government/special requirements. Unless otherwise mandatory provided by laws and regulations, it will not be used for any other purpose without your consent.

1.11 Indirect Collection of Information In order to jointly provide you with products/services or improve the quality and personalization of products and services, or for reasonable needs such as considerations of product and service security, we may receive your personal information and other information from Baidu platform, affiliated companies, partners and other trusted third-party suppliers in accordance with laws and regulations or based on your valid authorization. We will ask the personal information provider to explain the source of personal information in advance and confirm the legitimacy of the source of its personal information. At the same time, we will understand the scope of authorization and consent for the processing of personal information that the personal information provider has obtained. If the personal information processing activities required for business operations exceed the scope of authorization and consent obtained, we will obtain your express consent within a reasonable period after obtaining the personal information or before processing the personal information, or obtain your express consent through the personal information provider.

1.12 Exceptions to prior authorization **Please note: In the following circumstances, the collection and use of personal information does not require your prior authorization and consent:**

Necessary for the conclusion or performance of a contract to which the individual is a party; Necessary for the performance of statutory duties or obligations; Necessary to respond to public health emergencies or to protect the life, health and property safety of natural persons in emergency situations; Carry out news reporting, public opinion supervision and other activities for the public interest and process personal information within a reasonable scope; Process your voluntarily disclosed personal information or other personal information that has been legally disclosed (such as legal news reports, government information disclosure and other channels) within a reasonable scope in accordance with laws and regulations; Circumstances where laws and administrative regulations provide otherwise.

1.13 De-identification/anonymization of personal information Without publicly disclosing or providing your personal information, Baidu has the right to mine, analyze and utilize (including commercially) the de-identified or anonymized user database, and has the right to collect statistics on the use of products/services and share the anonymized statistical information with the public/third parties. For example, we will collect statistics on the use of our services and may share these statistics with the public or third parties to show the development trends of the Internet industry, etc., but these statistics do not contain any of your personal identification information.

1.14 Other purposes you desire When we want to use information for other purposes not specified in this Privacy Policy, we will ask for your consent in advance. When we want to use information collected for a specific purpose for other purposes, we will ask for your consent again.

How we use cookies and similar technologies

Cookie and anonymous identifier tools. Cookies are a mechanism that supports the server (or script) to store and retrieve information on the client. When you use [Baidu AI Cloud] products or services, we will send one or more cookies or anonymous identifiers to your device. When you interact with [Baidu AI Cloud] services, we allow cookies or anonymous identifiers to be sent to Baidu's servers. Cookies usually contain identifiers, site names, and some numbers and characters. Using Cookie technology, Baidu can understand your usage habits, remember your preferences, save you the step of entering repeated information, provide you with more thoughtful personalized services, or help you judge the security of your account. Cookies can also help us count traffic information, analyze page design and advertising effectiveness.

We will not use cookies for any purpose other than those described in this policy. You can manage or delete cookies according to your preferences. For more information, please see AboutCookies.org. You can clear all cookies saved on your computer, and most web browsers have the function of blocking cookies. However, if you do this, you will need to change your user settings each time you visit our website, but you may not be able to log in or use the services or functions provided by Baidu that rely on cookies due to such changes.

You can limit Baidu's use of cookies by clearing your cookies. Taking Baidu Browser as an example, you can clear your cookies by going to "Browser Settings" in the drop-down menu on the upper right of Baidu Browser and selecting "Privacy Settings - Clear Browsing Data".

How we share, transfer, and publicly disclose your personal information

Some of our services will be provided by authorized partners. We may share some of your personal information with partners only for the purposes stated in this Privacy Policy to provide better customer service and user experience. We will only share your personal information for legitimate, legal, necessary, specific and clear purposes, and will only share personal information necessary to provide services. Our partners have no right to use the shared personal information for any other purpose unless otherwise authorized by you or required by laws and regulations.

3.1 Share

Unless you have given your prior separate consent or in compliance with other laws and regulations, we will not share your personal information with third parties, except for information that has been processed so that a specific individual cannot be identified and cannot be restored.

For companies, organizations and individuals with whom we share personal information, we will investigate their data security environment, sign strict confidentiality agreements with them, and require them to take confidentiality and security measures in accordance with the law to handle personal information.

We may share your personal information with the following third parties in the following circumstances:

3.1.1 Third-party product or service providers

【Baidu AI Cloud】 Introduces a wealth of third-party services:

When you use the third-party services accessed by [Baidu AI Cloud Market], you may need to submit your personal information. We will provide your necessary personal information to the third party that provides you with services based on your valid authorization or when it is necessary to conclude and perform a contract to which you are a party. For specific information about how third-party services collect and use your personal information, we recommend that you refer to the relevant service agreements and privacy policies of third-party services.

When you use the services provided by third-party partners such as [Baidu AI Cloud's sales partners, technical partners, service partners], you may need to submit your personal information to such third parties. We will provide your personal

information to the third party that provides you with services based on your valid authorization or when it is necessary to conclude and perform a contract to which you are a party. For specific information about how third-party services collect and use your personal information, we recommend that you refer to the relevant service agreements and privacy policies of third-party services.

When you use the services provided by Baidu AI Cloud in cooperation with third parties such as software, hardware or system suppliers, you may need to submit your personal information to such third parties. We will provide your personal information to the third party that provides you with services based on your valid authorization or when it is necessary to conclude and perform a contract to which you are a party. This includes when you agree in the service purchase agreement that such third-party suppliers will directly deliver products and issue invoices to you, and we provide your contact information and delivery address to the third-party supplier when it is necessary for them to provide you with products and services, we will provide your contact information to the third-party supplier that provides you with products or services; when the third party obtains your invoice information when it is necessary for them to provide products and services, we will provide your invoice information to the third-party supplier that provides you with products or services.

When you participate in marketing activities or service content provided by a third party, you may be required to provide account nickname, avatar, name, contact information and other information based on service needs. We will share your personal information with the third party with your separate consent and when it is necessary for the third party to provide you with marketing activities or service content, so as to ensure that the third party can smoothly provide you with services or entrust the third party to redeem rewards to you in a timely manner. If you refuse to share when it is necessary to provide you with marketing activities or service content, the third party will not be able to provide you with services or refuse your participation.

Baidu AI Cloud has access to a rich range of third-party mini-program services. Third-party mini-programs may collect and use your relevant information and call your device permissions so that you can use the services they provide. Different third-party mini-program services may collect and use different information and call different types of device permissions. When you choose to use a third-party mini-program service, with your authorization and consent, we will provide your information to the third-party mini-program service provider based on your authorization so that it can provide you with services based on the relevant information. Regarding the specific types of device permissions called by third-party mini-programs, and how to collect and use your personal information, it is recommended that you refer to the relevant service agreement and privacy policy of the third-party mini-program.

3.1.1 Third-party software development kit (SDK) for Baidu AI Cloud access

In order to adapt to the use of [Product Name] and third-party platform services on different mobile devices and realize your [mobile device identity authentication, mobile device security, receiving information push, logging into third-party platform accounts, sharing information through third-party platforms and payment security], [Product Name] has access to a third-party SDK. The above-mentioned third-party SDK providers include mobile device manufacturers, social platforms, communication operators and third-party payment institutions. Some third-party SDKs may call your device permissions and obtain your relevant information so that you can use the corresponding functions normally on different mobile devices or third-party platforms. The types of device permissions called by different third-party SDKs and the information obtained may be different, which may include obtaining your [location, reading/writing your external storage card, reading your phone status and identity, viewing WLAN connections, and retrieving running applications/Bluetooth information]. Regarding the specific types of device permissions called by third-party SDKs and how to collect and use your personal information, it is recommended that you refer to the relevant service agreement and privacy policy of the third-party SDK. If you want to learn more about the third-party SDKs we have accessed, please read the **Third-Party SDK Situation Description**.

3.1.2 Affiliated companies or users of the same account system

We have highly consistent data security measures and management levels with our affiliates or users of the same account system. In order to jointly provide you with services, improve the safety and convenience of your use of products, and ensure a consistent service experience, we will share your personal information among affiliates or users of the same account system, subject to legal requirements and with your separate consent. In this case, we will only share necessary personal information.

If we share your sensitive personal information or the recipient changes the purpose of use and processing of personal information, we will ask for your authorization/separate consent again.

For users of the same account system, in order to fulfill regulatory requirements, ensure account security or provide consistent display, based on your valid authorization, we may share your account nickname, avatar, binding status, bound mobile phone number information and basic account information.

3.1.3 Trustee of products or services

To provide services, we may entrust your personal information to a trustee who supports some service functions. Such support includes: providing warehousing, logistics, customer service or other services, and the trustee will provide you with logistics distribution, order inquiry, order payment, after-sales service, customer support (such as installation services), invoicing, reconciliation with partners, payment institution survey responses, prize distribution, service or product content recommendations and other services.

3.1.4 Please pay attention to the following situations:

3.1.4.1 We will share your personal information with other parties after obtaining your separate consent.

3.1.4.2 Sharing under legal circumstances: We may share your user information externally in accordance with the provisions of laws and regulations, litigation, arbitration, or the requirements of administrative and judicial authorities in accordance with the law; in accordance with the requirements of laws, regulations and regulatory provisions, the website sponsor information, the principal and website person in charge information, the website person in charge liveness verification (face recognition real-name authentication) information and related website information provided by you will be provided to regulatory agencies or third-party platforms for verification and comparison.

If we share your information with the above-mentioned third parties, we will only share your information with them to the extent necessary to provide services based on the principles of legality, legitimacy and necessity, and we will strive to ensure that third parties comply with this Statement and other appropriate confidentiality and security measures that we require them to comply with when using your information.

🔗 3.2 Transfer

We will not transfer your personal information to any company, organization or individual other than Baidu, except in the following circumstances:

Obtain your explicit authorization or consent in advance;

To comply with laws, regulations, legal procedures, or mandatory government requests or judicial decisions;

If we or our affiliates are involved in mergers, divisions, liquidations, acquisitions or sales of assets or businesses, your personal information may be transferred as part of such transactions. We will ensure the confidentiality of such information at the time of transfer, inform you of the name and contact information of the recipient, and do our utmost to ensure that the recipient continues to be bound by this Privacy Policy and performs its obligations as a personal information processor by signing an agreement. If the recipient changes the processing purposes and methods agreed upon in this Privacy Policy, we will seek your authorization and consent again in accordance with legal provisions.

🔗 3.3 Public Disclosure

We will only disclose your personal information in the following circumstances:

Obtain your separate consent;

Based on laws, regulations, legal procedures, litigation or mandatory requirements of government authorities.

When announcing penalties for violating accounts and illegal behaviors, we will disclose the information of the relevant accounts, which will inevitably include account-related authentication information and illegal situations.

3.4 Exceptions for Prior Authorization and Consent for Sharing, Transferring and Publicly Disclosing Personal Information

In the following circumstances, the sharing, transfer, and public disclosure of personal information does not require prior authorization and consent from the subject of personal information:

Necessary for the conclusion or performance of a contract to which the individual is a party;

Necessary for the performance of statutory duties or obligations;

Necessary to respond to public health emergencies or to protect the life, health and property safety of natural persons in emergency situations;

Carry out news reporting, public opinion supervision and other activities for the public interest and process personal information within a reasonable scope;

Process your personal information that you have disclosed on your own or other personal information that has been legally disclosed (such as legal news reports, government information disclosure and other channels)

In cases where laws and administrative regulations provide otherwise.

Circumstances where laws and administrative regulations provide otherwise.

3.5 Delegated Processing

When we are the entrusted party and accept the entrustment of the data processor to process your data, we will sign relevant agreements with the entrusting party in accordance with the requirements of laws and regulations, and perform relevant personal information protection obligations in accordance with the law and the agreement.

How we save and protect your personal information

4.1 Retention Period

We will retain your personal information for the shortest period necessary to provide the service. You understand and acknowledge that the necessary storage period may vary based on different services and their functional requirements, for example, the time for retaining personal information specifically agreed upon in the product service contract you signed, or maintaining corresponding log records as required by law, or performing system and service security protection in accordance with the law and agreement, or responding to possible third-party investigations and evidence collection or user complaints, problem location, etc., or whether there are special requirements for retaining personal information under laws, contracts, etc.

We will continue to retain the relevant information until you withdraw your authorization, delete or cancel your account, or the purpose of processing personal information is not achieved or the retention period expires.

If laws and regulations have other provisions on the retention period, you agree to retain the information for a longer period, to ensure the safety and quality of the service, to achieve the purpose of dispute resolution, or when force majeure occurs, we will extend the retention period in accordance with the law, in accordance with the contract, or within a reasonable range.

After the retention period expires, we will delete your personal information or anonymize it, unless otherwise provided by laws and regulations.

4.2 Territory of Information Retention

In principle, the personal information we collect and generate within the territory of the People's Republic of China will be stored within the territory of the People's Republic of China. In the following circumstances, your personal information may be transferred to or accessed from jurisdictions outside the country/region where you use products or services:

1. Applicable laws and regulations have clear provisions;
2. Obtain your separate consent;

3. To perform the contract with you.

In response to the above circumstances, we will strictly fulfill the obligations stipulated by laws and regulations and protect the security of your personal information in accordance with this policy.

🔗 4.3 Security Measures

We will collect, use, store and transmit user information based on the principle of “minimization” and inform you of the purpose and scope of use of the relevant information through the User Agreement and Privacy Policy. We attach great importance to information security. We have set up a dedicated team to develop and apply a variety of security technologies and procedures. We will conduct security background checks on security management personnel and key security positions. We have established a complete information security management system and internal security incident handling mechanism. We will take appropriate security measures and technical means that meet industry standards to store and protect your personal information to prevent your information from being lost, unauthorized access, public disclosure, use, damage, loss or leakage. We will take all reasonable and feasible measures to protect your personal information. We will use encryption technology to ensure the confidentiality of data; we will use trusted protection mechanisms to prevent data from being maliciously attacked. We will train and assess employees on data security awareness and security capabilities, and strengthen their awareness of the importance of protecting personal information. We will authenticate the identity and control the permissions of employees who handle personal information, and sign confidentiality agreements with employees and partners who have access to your personal information, clarify job responsibilities and codes of conduct, and ensure that only authorized personnel can access personal information. If there is any violation of the confidentiality agreement, the cooperative relationship with Baidu will be terminated immediately, and relevant legal responsibilities will be pursued. Confidentiality requirements are also made for personnel who have access to personal information when they leave their posts. We also ask you to understand that in the Internet industry, due to the limitations and rapid development of technology and the various possible malicious attacks, even if we do our best to strengthen security measures, it is impossible to always guarantee 100% security of information. Please understand that the system and communication network you use when using our products and/or services may have security problems in other links beyond our control. According to our security management system, the leakage, damage or loss of personal information is classified as the most serious security incident. Once it occurs, the company's highest level emergency plan will be activated, and a joint emergency response team composed of multiple departments such as the Security Department, Public Affairs Department, and Legal Department will be formed to handle it.

🔗 4.4 Notification of Security Incidents

We will formulate emergency plans for network security incidents and promptly deal with security risks such as system vulnerabilities, computer viruses, network attacks, and network intrusions. When an incident that endangers network security occurs, we will immediately activate the emergency plan, take appropriate remedial measures, and report to the relevant competent authorities in accordance with regulations.

The leakage, damage, and loss of personal information are considered company-level major security incidents. We will be responsible for regularly organizing working group members to conduct security plan drills to prevent such security incidents from happening. If unfortunately, we will activate the emergency plan with the highest priority, form an emergency response team, trace the cause and reduce the loss in the shortest time.

After the unfortunate occurrence of a personal information security incident, we will promptly inform you of the basic situation and possible impact of the security incident, the measures we have taken or will take, suggestions for you to prevent and reduce risks on your own, and remedial measures for you in accordance with the requirements of laws and regulations. We will promptly inform you of the relevant situation of the incident through in-site notifications, SMS notifications, phone calls, emails, and other contact information you have reserved. When it is difficult to inform you one by one, we will take reasonable and effective ways to issue announcements. At the same time, we will also proactively report the handling of personal information security incidents in accordance with the requirements of the regulatory authorities. Please understand that according to the provisions of laws and regulations, if the measures we take can effectively avoid harm caused by information leakage, tampering, and loss, we can choose not to notify you of the personal information security incident unless the

regulatory authorities require you to be notified.

Your Business Data

Different from your personal information, we will process your business data as follows:

The data you process, store, upload, download, distribute and process in other ways through the services provided by Baidu AI Cloud are all your user business data, and you fully own your business data. As a neutral technical service provider, Baidu AI Cloud will strictly implement your entrustment and instructions. Except for providing you with technical assistance for troubleshooting or solving technical problems or implementing clear legal and regulatory requirements in accordance with your agreement or specific product rules or based on your requirements, we will not conduct any unauthorized access, use or disclosure of your business data.

You are responsible for the source and content of your business data. We remind you to carefully judge the legality of the source and content of the data. You should ensure that you have the right to use our products and services to process such business data, and that the aforementioned processing activities comply with the requirements of relevant laws and regulations, and there is no violation of laws and regulations, infringement or violation of contractual agreements with third parties, and the data will not be used for illegal purposes. You will bear all consequences and responsibilities caused by your user business data content violating laws and regulations, departmental regulations or national policies.

When we process your business data in accordance with the contents of this section, if it involves third-party personal information, you shall fulfill your obligation to inform the relevant personal information subjects in advance in accordance with the law, obtain the separate consent of the relevant personal information subjects, and ensure that:

- (1) Provide written explanation and confirmation of the source and legitimacy of your personal information in the manner requested by us;
- (2) When requested by us, provide the scope of authorization and consent of the relevant individual for information processing, including the purpose of use, and the personal information subject agrees that you may use our services to process their personal information;
- (3) If the personal information processing activities required for your use of our services exceed the scope of the authorized consent for such personal information, you shall be responsible for obtaining the express consent of the personal information subject within a reasonable period after providing the personal information or before we process the personal information, and provide us with written evidence upon request.

If you violate the above obligations, or fail to provide us with reasonable and satisfactory proof as required, or we receive reports or complaints from personal information subjects, we have the right to unilaterally refuse to process your business data, or refuse to process the personal information of third parties involved in it according to your instructions. You shall bear all the responsibilities arising therefrom.

You understand and agree that you should store your business data according to your own needs. We only accept your entrustment to provide you with data storage services in accordance with relevant laws and regulations or specific service rules. You understand and agree that unless otherwise provided by laws and regulations or in accordance with service rules, we will not access or store your business data, nor will we bear any responsibility for your data storage work or results.

Your Rights

In accordance with relevant Chinese laws, regulations, and standards, as well as common practices in other countries and regions, we guarantee that you can exercise the following rights regarding your personal information. If you have any questions or claims regarding the exercise of your rights, you can also contact us through [How to Contact Us]:

5.1 Right of access

You have the right to access your personal information, except for exceptions provided by laws and regulations. You can access your personal information by yourself in the following ways:

Account Information - If you want to review or edit your account binding information, change your password, manage security device information, associate accounts, perform identity authentication, etc., you can perform such operations through Account and Security. Transaction information - If you want to check your transaction amount in Baidu AI Cloud, the services you have activated, order status and other information, you can view it on your management console page. If the above link is inaccessible, you can contact us by submitting a work order on the Baidu AI Cloud official website.

🔗 5.2 Right to correction and supplement

If you find that the personal information we process about you is wrong or incomplete, you have the right to correct or update the wrong or incomplete information yourself. For example, you can modify your bound mobile phone number and other information at any time through the account and security; you can update your personal information through the user center. If you need to change the real-name authentication information submitted through Baidu AI Cloud, you need to go to the website where the original account was registered to make the change.

🔗 5.3 Right to erasure

You may request us to delete your personal information in the following circumstances:

- (1) The purpose of processing personal information has been achieved, cannot be achieved, or is no longer necessary to achieve the purpose of processing;
- (2) We have stopped providing products or services, or the retention period has expired;
- (3) you have withdrawn your consent;
- (4) If we collect, use, share with others or transfer your personal information in violation of laws, regulations or our agreement with you;
- (5) Other circumstances prescribed by laws and administrative regulations.

When you ask us to delete information, we will respond to your request in accordance with the law and delete the relevant information in a timely manner. If the retention period prescribed by laws and administrative regulations has not expired, or it is technically difficult to delete personal information, we will stop processing except for storage and taking necessary security protection measures.

🔗 5.4 Right to withdraw consent

You can choose to withdraw your authorization, for example: you can make your request through "Contact Us", including but not limited to withdrawing your authorization; or you can withdraw all authorizations for us to continue processing your personal information by canceling your account.

Please understand that each business function requires some basic personal information to be completed. When you withdraw your consent or authorization, we will no longer be able to provide you with the services corresponding to the withdrawal of consent or authorization, and we will no longer use your corresponding personal information based on your previous consent. However, your decision to withdraw your consent or authorization will not affect the effectiveness of the personal information processing previously carried out based on your authorization.

🔗 5.5 Right to cancel account

You can cancel your previously registered Baidu AI Cloud account at any time. You can apply to cancel your account according to the guidance of the Baidu AI Cloud Account Cancellation Agreement. You know and understand that account cancellation is irreversible. When you cancel your account, we will stop providing you with any services and delete all information about your account or anonymize the relevant information, except where otherwise provided by law. We will properly keep the user's personal information that needs to be retained due to legal provisions and will no longer use it in business scenarios.

Special reminder: Once your Baidu AI Cloud account is cancelled, we will not be able to assist you in retrieving it. Please back up all business information under the account and operate with caution. Account cancellation means that the account

agreement and all service terms, agreements, contracts, etc. under the account will be terminated, including that you will not be able to retrieve personal information, transaction records, business data, historical information, etc. under the account.

In addition, please be aware and understand that account cancellation does not mean that all your account behaviors and related responsibilities before the account cancellation are exempted or reduced.

When you log in to Baidu through a third-party account authorization, you need to apply to the third party to cancel the account.

🔗 5.6 Right of reproduction and right of portability

You have the right to copy your personal information that we have collected. Under the conditions stipulated by laws and regulations, and in compliance with the instructions and conditions stipulated by the national cybersecurity and informatization department, if technically feasible, you can also ask us to transfer your personal information to other entities designated by you.

You can contact us through ["10. How to Contact Us"] in this Policy and obtain a copy of your personal information through the following channels. To ensure information security, we will conduct necessary verification of your identity.

🔗 5.7 Right to be notified in advance of product and service discontinuation

If a product or service of Baidu AI Cloud is forced to cease operations due to special reasons, we will notify you 15 days in advance or within the notification period agreed in the cooperation agreement signed with you, including but not limited to the notification method agreed in the agreement, the homepage of the product or service or the site letter, or send you an email or other appropriate method that can reach you, and will stop collecting your personal information. At the same time, we will delete or anonymize your personal information in accordance with the law.

🔗 5.8 Right to explanation

You have the right to ask us to explain our personal information processing rules. You can contact us through [Contact Information].

🔗 5.9 Pre-death arrangements for personal information

In accordance with relevant legal requirements, you may make arrangements for your personal information in advance before your death. You may inform us of your arrangements in writing through the contact information published in this policy. If there are no other arrangements, your close relatives may, based on their legal and legitimate interests, exercise the rights to review, copy, correct, and delete your relevant personal information after your death in accordance with relevant legal provisions and the provisions of this policy.

🔗 5.10 How we respond to your above requests

For security reasons, you may need to provide a written request or prove your identity in other ways. We may ask you to verify your identity before processing your request.

In principle, we do not charge fees for your reasonable requests, but for repeated requests that exceed reasonable limits, we will charge a certain cost depending on the situation. If implementing your request directly would involve significant costs or other significant difficulties, we will actively work to provide you with alternative methods.

For those that are gratuitously repetitive, require excessive technical means (for example, require the development of new systems or fundamentally change existing practices), pose risks to the legitimate rights and interests of others, or are very impractical (for example, involving information stored on backup tapes) request, we may deny it.

🔗 5.11 Exceptions to responses

In the following circumstances, in accordance with legal and regulatory requirements, we will not be able to respond to your above request:

Directly related to national security and national defense security;

Directly related to public safety, public health, and major public interests; Directly related to criminal investigation, prosecution, trial and execution of judgment;

We have sufficient evidence to show that you have subjective malice or abuse of rights (for example, your request will endanger public safety and the legitimate rights and interests of others, or your request is beyond the scope of general technical means and commercial costs);

Responding to the request of the personal information subject will cause serious damage to the legitimate rights and interests of you or other individuals or organizations;

Involving trade secrets;

Circumstances where laws and administrative regulations provide otherwise.

How we process the personal information of minors

Baidu attaches great importance to the protection of information of minors.

Our products and services are mainly for adults. We will only process personal information of minors with the permission of laws and regulations and the consent of parents or other guardians.

If you are a minor under the age of 14, before using [Baidu AI Cloud] products and services, you should ask your parents or other guardians to read carefully, or read this Privacy Policy and the "Baidu Children's Personal Information Protection Statement" carefully under the supervision and guidance of your parents or other guardians, and use our products and services, or provide us with information, with the consent of your parents or other guardians.

If we find that we have collected personal information of minors under the age of 14 without the prior verifiable consent of their parents or other guardians, we will take measures to delete the relevant information as soon as possible. If at any time the guardian has reason to believe that we have collected personal information of minors without the guardian's consent, please contact us through the [Contact Information] of this Privacy Policy, and we will take measures to delete the relevant data as soon as possible.

How to transfer your personal information across borders

In principle, the personal information we collect and generate within the territory of the People's Republic of China will be stored within the territory of the People's Republic of China.

If your personal information may be transferred to overseas jurisdictions of the country/region where you use products or services, or accessed from these jurisdictions, we will strictly fulfill the obligations required by laws and regulations and obtain your separate consent in advance.

Your personal information may be transferred to overseas jurisdictions or accessed from these jurisdictions only after obtaining your separate consent; and, if your personal information needs to be transferred outside the People's Republic of China due to government supervision, judicial assistance requirements, etc., we will inform you of the type of data involved in the cross-border transmission, the purpose of the cross-border transmission, the name or name of the recipient, contact information and related security measures, the method and procedure for you to exercise your personal information rights to the overseas recipient, etc., and obtain your separate consent; when we carry out such transfers, we will fulfill the legal obligations for the cross-border provision of personal information in accordance with the provisions of laws and regulations and this Privacy Policy, such as entering into contracts with overseas recipients in accordance with the standard contracts formulated by the national cyberspace administration department to stipulate the rights and obligations of both parties, and organizing self-assessments of data outbound security, and passing the security assessment organized by the national cyberspace administration department when conditions are met.

We will take necessary measures to ensure that the processing of personal information by overseas recipients meets the personal information protection standards stipulated in relevant laws and regulations and this Privacy Policy. For example, we will request your separate consent for the cross-border transfer of personal information, or implement security measures such

as data encryption and de-identification before cross-border data transfer.

How to update this Privacy Policy

We may revise this policy from time to time. Unless otherwise required by law, we will not reduce your rights under this Privacy Policy without your explicit consent. We will post any changes to this Privacy Policy on this page.

For major changes, we will notify you on the main exposure page of the product or service or send you an email or other appropriate means to reach you. If you do not agree to such changes, please stop using the [Baidu AI Cloud] products and services immediately. **If you do not agree to the update of the privacy policy, the system will log you out of your account, but you can still use some basic functions without logging in.**

Major changes referred to in this policy include but are not limited to:

Our service model has undergone significant changes, such as the purpose of processing personal information, the type of personal information processed, and the way personal information is used; We have major changes in ownership structure, organizational structure, etc., such as changes in ownership caused by business adjustments, bankruptcy and mergers and acquisitions, etc.; The main recipients of personal information provided, transferred or disclosed have changed; There are significant changes in your rights to participate in the processing of personal information and how to exercise them; When our responsible department for handling personal information security, contact information and complaint channels change; When the personal information security impact assessment report indicates that there is a high risk. If there are any matters not covered in this Privacy Policy, the Baidu Privacy Statement shall prevail.

How to contact us

The growth of [Baidu AI Cloud] is inseparable from the joint efforts of users from all parties. We are very grateful for your contribution to [Baidu AI Cloud] data updates and usage feedback.

1. You can contact us through the Personal Information Protection Feedback Platform (<http://help.baidu.com/personalinformation>).

2. You can also contact us through the following contact information:

No. 10 Shangdi 10th Street, Haidian District, Beijing, China

Legal Department of Beijing Baidu Netcom Technology Co., Ltd.

Postal code: 100085

To ensure that we handle your issue efficiently and provide you with timely feedback, we may need you to submit proof of identity, valid contact information, written request and relevant evidence. We will process your request promptly within 15 working days after verifying your identity.

If you are not satisfied with our response, especially if you believe that our processing of personal information has infringed upon your legitimate rights and interests, you can also seek a solution by filing a complaint with the relevant government department or suing the judicial department, such as filing a lawsuit with the Haidian District People's Court of Beijing.

Thank you again for your trust in and use of Baidu AI Cloud!

Beijing Baidu Netcom Technology Co., Ltd.

Update date: [year month day]

Effective date: [year month day]

Appendix

Personal information refers to various information related to an identified or identifiable natural person recorded electronically

or otherwise, excluding information that has been anonymized. Personal information includes name, date of birth, ID number, personal biometric information, address, communication contact information, communication records and content, account passwords, property information, credit information, whereabouts, accommodation information, health and physiological information, transaction information, etc.

Sensitive personal information refers to personal information that, once leaked or illegally used, may easily cause infringement upon the personal dignity of a natural person or endanger the safety of his or her person or property. It includes information such as biometrics, religious beliefs, specific identities, medical health, financial accounts, whereabouts, and personal information of minors under the age of fourteen.

Log information refers to the requests you make when using Baidu AI Cloud that are automatically recorded by our servers, such as your IP address, browser type and language used, hardware device information, operating system version, network operator information, the date, time and duration of your access to the service, and other information you provide, generate or retain when using our products or services.

Cookie refers to a mechanism that supports the server (or script) to store and retrieve information on the client, and expands the Web-based client/server application by adding simple, persistent client state. The server sends a state message when returning an HTTP object to the client, and the client saves it. The state information describes the valid URL range under this state. After that, all HTTP requests within this range initiated by the client will return the current value of the state information from the client to the server. This state information is called a cookie.

Device information refers to the device attribute information of the terminal device you use to install and run [**Product Name] (such as your hardware model, operating system version, device configuration, International Mobile Equipment Identity Code IMEI, International Mobile Subscriber Identity Code IMSI, network device hardware address MAC, advertising identifiers IDFA, IDFV, MEID, OAID, SIM card information such as ICCID, Android ID, hardware serial number and other device identifiers), device connection information (such as browser type, telecom operator, language used, WIFI information (SSID, BSSID), Bluetooth information) and device status information (such as device application installation list, sensors), retrieval of running applications, and information on running processes.

User profiling refers to the process of collecting, aggregating, and analyzing personal information to analyze or predict the personal characteristics of a specific natural person, such as his or her occupation, economy, health, education, personal preferences, credit, behavior, etc., to form a personal characteristic model. Direct use of the personal information of a specific natural person to form a characteristic model of that natural person is called direct user profiling. Using personal information other than that of a specific natural person, such as data from the group to which the natural person belongs, to form a characteristic model of that natural person is called indirect user profiling.

Anonymization refers to the process of making the subject of personal information unidentifiable and the processed information irreversible through technical processing of personal information. The information obtained after anonymization of personal information does not constitute personal information.

Baidu platform refers to the websites, programs, services, tools and clients of Baidu's various specialized channels or platform services (including Baidu Search, Baidu APP and its derivative versions, Baidu Encyclopedia, Baidu Knows, Baidu Tieba, Baidu Images, Baidu Nuomi, Baidu Mobile Assistant and other Baidu products <https://www.baidu.com/more/>).

Affiliates refer to the operator of [Baidu AI Cloud], Beijing Baidu Netcom Technology Co., Ltd., and other companies that have an affiliated relationship with Baidu, either singly or collectively. "Affiliate relationship" refers to any subject (including individuals, companies, partnerships, organizations or any other entities), that is, the subject that it directly or indirectly controls, or the subject that directly or indirectly controls it, or the subject that is directly or indirectly controlled by the same subject. The aforementioned "control" means that through holding voting rights, contracts or other means, directly or indirectly have the power to instruct or instruct others to give instructions on the management and decision-making of the relevant subject, or other relationships that in fact constitute actual control.