

Microsoft Services Agreement

With

Dayanand Shikshan Sanstha, Latur

Dayanand Education Society's, Dayanand Science College Latur
Education Package A1 License



Dayanand Education Society's, Dayanand Science College Latur

Is a recognized as a 'Microsoft Showcase College and 'Microsoft Innovative College by Microsoft, INDIA in the year 2020-2021, for being a leading institution in Digital Technology. **Dayanand Science College Latur** is one of the leading schools that drive transformation through digital technology.

Microsoft Showcase colleges are the change makers in education and these schools/colleges consider the role of technology as they explore new ways to redesign learning spaces, restructure curriculum, reinvent pedagogy and re-imagine what 21st century learning looks like across diverse contexts. **Dayanand science college Latur** is a part of this journey with Microsoft, in creating an environment of innovation in education using technology.

Microsoft Showcase colleges empower leaders to discover and share best practices, to foster a culture of innovation. As partners in learning, Microsoft provides online professional development for leaders and educators, free teacher resources and **classroom activities**, aids in **developing technology skills for students** and enabling free collaboration with **TEAMS** for the classroom.



Microsoft Services Agreement

These terms ("**Terms**") cover the use of those Microsoft consumer products, websites and services listed at the end of these Terms [here](#) (#serviceslist) (the "**Services**"). You accept these Terms by creating a Microsoft account, through your use of the Services, or by continuing to use the Services after being notified of a change to these Terms.

This Agreement is Dated from **28th April 2020** till the service lasts under domain Validation Terms

Your Privacy Your Privacy

1. **Your Privacy.** Your privacy is important to us. Please read the [Microsoft Privacy Statement](https://go.microsoft.com/fwlink/?LinkId=521839) (<https://go.microsoft.com/fwlink/?LinkId=521839>) (the "**Privacy Statement**") as it describes the types of data we collect from you and your devices ("**Data**"), how we use your Data and the legal bases we have to process your Data. The Privacy Statement also describes how Microsoft uses your content, which is your communications with others; postings submitted by you to Microsoft via the Services; and the files, photos, documents, audio, digital works, livestreams and videos that you upload, store, broadcast or share through the Services ("**Your Content**"). Where processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to Microsoft's collection, use and disclosure of Your Content and Data as described in the Privacy Statement. In some cases, we will provide separate notice and request your consent as referenced in the Privacy Statement.

[↑Top of page](#)

Your Content Your Content

2. **Your Content.** Many of our Services allow you to store or share Your Content or receive material from others. We don't claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.

- a. When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, broadcast, transmit, share and display Your Content for the purpose that you made Your content available on the Services, without compensating you. If you do not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Content that is uploaded, stored or shared on or through the Services and that the collection, use and retention of Your Content will not violate any law or rights of others. Microsoft does not own, control, verify, pay for, endorse or otherwise assume any liability for Your Content

and cannot be held responsible for Your Content or the material others upload, store or share using the Services.

- b. To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve Microsoft products and services, you grant to Microsoft a worldwide and royalty-free intellectual property licence to use Your Content, for example, to make copies of, retain, transmit, reformat, display and distribute via communication tools Your Content on the Services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Some of the Services are supported by advertising. Controls for how Microsoft personalises advertising are available at <https://choice.live.com>. We do not use what you say in email, chat, video calls or voice mail, or your documents, photos or other personal files to target advertising to you. Our advertising policies are covered in detail in the Privacy Statement.

[↑Top of page](#)

Code of Conduct Code of Conduct

3. Code of Conduct.

- a. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:
 - i. Don't do anything illegal.
 - ii. Don't engage in any activity that exploits, harms or threatens to harm children.
 - iii. Don't send spam or engage in phishing. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), instant messages or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, National Insurance Numbers, passport numbers, credit card information, financial information or other sensitive information, or to gain access to accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit.
 - iv. Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence or criminal activity) or Your Content or material that does not comply with local laws or regulations.

- v. Don't engage in activity that is fraudulent, false or misleading (e.g. asking for money under false pretences, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings or comments) or libelous or defamatory.
 - vi. Don't circumvent any restrictions on access to or availability of the Services.
 - vii. Don't engage in activity that is harmful to you, the Services or others (e.g. transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech or advocating violence against others).
 - viii. Don't infringe upon the rights of others (e.g. unauthorised sharing of copyrighted music or other copyrighted material, resale or other distribution of Bing maps or photographs).
 - ix. Don't engage in activity that violates the privacy or data protection rights of others.
 - x. Don't help others break these rules.
- **b. Enforcement.** If you violate these Terms, we may, in our sole discretion, stop providing Services to you or we may close your Microsoft account. We may also block delivery of a communication (like email, file sharing or instant message) to or from the Services in an effort to enforce these Terms, or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, Microsoft reserves the right to review Your Content in order to resolve the issue, and you hereby authorise such review. However, we cannot monitor the entire Services and make no attempt to do so.
 - **c. Application to Xbox Services.** Click [here](https://go.microsoft.com/fwlink/?linkid=868531) (<https://go.microsoft.com/fwlink/?linkid=868531>) for more information about how this Code of Conduct applies to the Xbox online service, Xbox Game Pass, Games for Windows Live and Xbox Game Studios games, applications, services and content provided by Microsoft. Violation of the Code of Conduct through Xbox Services (defined in section 13.a.i) may result in suspensions or bans from participation in Xbox Services, including forfeiture of content licences, Xbox Gold Membership time and Microsoft account balances associated with the account.

[↑Top of page](#)

Using the Services & Support Using the Services & Support

4. Using the Services & Support.

- a. **Microsoft account.** You'll need a Microsoft account to access many of the Services. Your Microsoft account lets you sign in to products, websites and services provided by Microsoft and some Microsoft partners.
 - i. **Creating an Account.** You can create a Microsoft account by signing up online. You agree not to use any false, inaccurate or misleading information when signing up for your Microsoft account. In some cases, a third party, like your Internet Service Provider, may have assigned a Microsoft account to you. If you received your Microsoft account from a third party, the third party may have additional rights over your account, like the ability to access or delete your Microsoft account. Please review any additional terms the third party provided you, as Microsoft has no responsibility regarding these additional terms. If you create a Microsoft account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your Microsoft account credentials to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your Microsoft account.
 - ii. **Account Use.** You must use your Microsoft account to keep it active. This means you must sign in at least once in a two-year period to keep your Microsoft account, and associated Services, active, unless a longer period is provided in the Microsoft account activity policy at <https://go.microsoft.com/fwlink/p/?linkid=2086738> or in an offer for a paid portion of the Services. If you don't sign in during this time, we will assume your Microsoft account is inactive and will close it for you. Please see section 4.a.iv.2 for the consequences of a closed Microsoft account. You must sign into your Outlook.com inbox and your OneDrive (separately) at least once in a one-year period, otherwise we will close your Outlook.com inbox and your OneDrive for you. You must sign in to the Xbox Services at least once in a five-year period to keep the gamertag associated with your Microsoft account. If we reasonably suspect that your Microsoft account is at risk of being used by a third party fraudulently (for example, as a result of an account compromise), Microsoft may suspend your account until you can reclaim ownership. Based on the nature of the compromise, we may be required to disable access to some or all of Your Content. If you are having trouble accessing your Microsoft account, please visit this website: <https://go.microsoft.com/fwlink/?LinkId=238656>.

- iii. **Kids and Accounts.** By creating a Microsoft account or using the Services, you accept and agree to be bound by these terms and represent that you have either reached the age of "majority" or "legal responsibility" where you live or your parent or legal guardian agrees to be bound by these Terms on your behalf. If you do not know whether you have reached the age of majority or "legal responsibility" where you live, or do not understand this section, please ask your parent or legal guardian for help. If you are the parent or legal guardian of a minor, you and the minor accept and agree to be bound by these Terms and are responsible for all use of the Microsoft account or Services, including purchases, whether the minor's account is now open or created later.
- iv. **Closing Your Account.**
 - 1. You can cancel specific Services or close your Microsoft account at any time and for any reason. To close your Microsoft account, please visit <https://go.microsoft.com/fwlink/p/?linkid=618278>. When you ask us to close your Microsoft account, you can choose to put it in a suspended state for either 30- or 60-days just in case you change your mind. After that 30- or 60-day period, your Microsoft account will be closed. Please see section 4.a.iv.2 below for an explanation as to what happens when your Microsoft account is closed. Logging back in during the suspension period will reactivate your Microsoft account.
 - 2. If your Microsoft account is closed (whether by you or us), a few things happen. First, your right to use the Microsoft account to access the Services stops immediately. Second, we'll delete Data or Your Content associated with your Microsoft account or will otherwise disassociate it from you and your Microsoft account (unless we are required by law to keep it, return it or transfer it to you or a third party identified by you). You should have a regular backup plan as Microsoft won't be able to retrieve Your Content or Data once your account is closed. Third, you may lose access to products you've acquired.
- **b. Work or School Accounts. You can sign in to certain Microsoft services with a work or school email address. If you do, you agree that the owner of the domain associated with your email address may be notified of the existence of your Microsoft account and its associated subscriptions, control and administer your account, and**

access and process your Data, including the contents of your communications and files, and that Microsoft may notify the owner of the domain if the account or Data is compromised. You further agree that your use of the Microsoft services may be subject to the agreements Microsoft has with you or your organisation and these Terms may not apply. If you already have a Microsoft account and you use a separate work or school email address to access Services covered under these Terms, you may be prompted to update the email address associated with your Microsoft account in order to continue accessing such Services.

- **c. Additional Equipment/Data Plans.** To use many of the Services, you'll need an Internet connection and/or data/mobile plan. You might also need additional equipment, like a headset, camera or microphone. You are responsible for providing all connections, plans and equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans and equipment. Those fees are in addition to any fees you pay us for the Services and we will not reimburse you for such fees. Check with your provider(s) to determine if there are any such fees that may apply to you.
- **d. Service Notifications.** When there's something we need to tell you about a Service you use, we'll send you Service notifications. If you gave us your email address or phone number in connection with your Microsoft account, then we may send Service notifications to you via email or via SMS (text message), including to verify your identity before registering your mobile phone number and verifying your purchases. We may also send you Service notifications by other means (for example by in-product messages). **Data or messaging rates may apply when receiving notifications via SMS.**
- **e. Support.** Customer support for some Services is available at support.microsoft.com (<https://support.microsoft.com>). Certain Services may offer separate or additional customer support, subject to the terms available at www.microsoft.com/support-service-agreement, unless otherwise specified. Support may not be available for preview or beta versions of features or Services. The Services might not be compatible with software or services provided by third parties and you are responsible for familiarising yourself with compatibility requirements.
- **f. Ending your Services.** If your Services are cancelled (whether by you or us), first your right to access the Services stops immediately and your licence to the software related to the Services ends. Second, we'll delete Data or Your Content associated with your Service or will otherwise disassociate it from you and your Microsoft account (unless we are

required by law to keep it, return it or transfer it to you or a third party identified by you). As a result, you may no longer be able to access any of the Services (or Your Content that you've stored on those Services). You should have a regular backup plan. Third, you may lose access to products you've acquired. If you have cancelled your Microsoft account and have no other account able to access the Services your Services may be cancelled immediately.

[↑Top of page](#)

Using Third-Party Apps and Services Using Third-Party Apps and Services

5. Using Third-Party Apps and Services. The Services may allow you to access or acquire products, services, websites, links, content, material, games, skills, integrations, bots or applications from independent third parties (companies or people who aren't Microsoft) ("**Third-Party Apps and Services**"). Many of our Services also help you find, make requests to, or interact with Third-Party Apps and Services or allow you to share Your Content or Data, and you understand that by using our Services you are directing them to make Third-Party Apps and Services available to you. The Third-Party Apps and Services may also allow you to store Your Content or Data with the publisher, provider or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. See section 13.b for additional terms for applications acquired through certain Stores owned or operated by Microsoft or its affiliates (including, but not limited to, the Office Store, the Microsoft Store on Xbox and the Microsoft Store on Windows. You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking your Microsoft Account to any Third-Party Apps and Services. Any third-party terms do not modify these Terms. Microsoft does not license any intellectual property to you as part of any Third-Party Apps and Services. You agree to assume all risk and liability arising from your use of these Third-Party Apps and Services and that Microsoft is not responsible for any issues arising out of your use of them. Microsoft is not responsible or liable to you or others for information or services provided by any Third-Party Apps and Services.

[↑Top of page](#)

Service Availability Service Availability

6. Service Availability.

- a. The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered on a limited basis or may vary depending on your region or device. If you change the location associated with your Microsoft account, you may need to re-acquire material or applications that were available to you and paid for in your previous region. You agree not to access or use material or Services which are illegal or not licensed for use in the country from which you access or use such material or Services, or to conceal or misrepresent your location or identity in order to access or use such material or Services.
- b. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages and Microsoft is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored. We recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.

[↑Top of page](#)

Updates to the Services or Software, and Changes to These Terms

7. Updates to the Services or Software and Changes to These Terms.

- a. We may change these Terms at any time and we'll tell you when we do. Using the Services after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Services, close your Microsoft account and, if you are a parent or guardian, help your minor child close his or her Microsoft account.
- b. Sometimes you will need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Microsoft isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you purchased or licensed the software, apps, content or other products. Such

updates may not be compatible with software or services provided by third parties. You may withdraw your consent to future software updates at any time by uninstalling the software.

- c. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods (defined in section 13.k) or applications previously purchased. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.
- d. So that you can use material protected with digital rights management (DRM), like some music, games, films, books and more, DRM software may automatically contact an online rights server and download and install DRM updates.

[↑Top of page](#)

Software Licence Software Licence

8. Software Licence. Unless accompanied by a separate Microsoft licence agreement (for example, if you are using a Microsoft application that is included with and a part of Windows, then the Microsoft Software Licence Terms for the Windows Operating System govern such software), any software provided by us to you as part of the Services is subject to these Terms. Applications acquired through certain Stores owned or operated by Microsoft or its affiliates (including, but not limited to the Office Store, Microsoft Store on Windows and Microsoft Store on Xbox) are subject to section 13.b.i below.

- a. If you comply with these Terms, we grant you the right to install and use one copy of the software per device on a worldwide basis for use by only one person at a time as part of your use of the Services. For certain devices, such software may be pre-installed for your personal, non-commercial use of the Services. The software or website that is part of the Services may include third-party code. Any third-party scripts or code, linked to or referenced from the software or website, are licensed to you by the third parties that own such code, not by Microsoft. Notices, if any, for the third-party code are included for your information only.

- b. The software is licensed, not sold, and Microsoft reserves all rights to the software not expressly granted by Microsoft, whether by implication, estoppel or otherwise. This licence does not give you any right to, and you may not:
 - i. circumvents or bypass any technological protection measures in or relating to the software or Services;
 - ii. disassemble, decompile, decrypt, hack, emulate, exploit or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
 - iii. separate components of the software or Services for use on different devices;
 - iv. publish, copy, rent, lease, sell, export, import, distribute or lend the software or the Services, unless Microsoft expressly authorises you to do so;
 - v. transfer the software, any software licences, or any rights to access or use the Services;
 - vi. use the Services in any unauthorised way that could interfere with anyone else's use of them or gain access to any service, data, account or network;
 - vii. enable access to the Services or modify any Microsoft-authorized device (e.g. Xbox consoles, Microsoft Surface, etc.) by unauthorised third-party applications.

[↑Top of page](#)

Payment Terms Payment Terms

9. Payment Terms. If you purchase a Service, then these payment terms apply to your purchase and you agree to them.

- a. **Charges.** If there is a charge associated with a portion of the Services, you agree to pay that charge in the currency specified. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. All prices for Skype paid products are inclusive of applicable taxes, unless otherwise stated. You are solely responsible for paying such taxes or other charges. Skype calculates taxes based on the residential address associated with your billing information. You are responsible for ensuring that this address is up to date and accurate. Except for Skype products, taxes are calculated based on your location at the time your Microsoft account was registered unless local law requires a different basis for the calculation. **We may suspend or cancel the Services if we do not receive an on time, full payment from you.** Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of

your account and its content. Connecting to the Internet via a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location. Depending on your location, some transactions might require foreign currency conversion or be processed in another country. Your bank might charge you additional fees for those services when you use a debit or credit card. Please contact your bank for details.

- **b. Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. For all Services other than Skype, you can access and change your billing information and payment method on the [Microsoft account management website](https://go.microsoft.com/fwlink/p/?linkid=618281) (<https://go.microsoft.com/fwlink/p/?linkid=618281>) and for Skype software and products by signing into your account portal at <https://skype.com/go/myaccount>. Additionally, you agree to permit Microsoft to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.
- **c. Billing.** By providing Microsoft with a payment method, you (i) represent that you are authorised to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorise Microsoft to charge you for the Services or available content using your payment method; and (iii) authorise Microsoft to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.
- **d. Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually), you agree that you are authorising recurring payments, and payments will be made to Microsoft by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you

or by Microsoft. You must cancel your Services before the next billing date to stop being charged to continue your Services. We will provide you with instructions on how you may cancel the Services. By authorising recurring payments, you are authorising Microsoft to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (for Automated Clearing House or similar payments), or as charges to your designated account (for credit card or similar payments) (collectively, "**Electronic Payments**"). Subscription fees are generally charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an Electronic Payment.

- e. **Online Statement and Errors.** For all Services other than Skype, Microsoft will provide you with an online billing statement on the [Microsoft account management website](https://go.microsoft.com/fwlink/p/?linkid=618282) (<https://go.microsoft.com/fwlink/p/?linkid=618282>), where you can view and print your statement. For Skype, you can access your online statement by signing into your account at www.skype.com (<https://www.skype.com>). This is the only billing statement that we provide. If we make an error on your bill, you must tell us within 90-days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund, unless otherwise required by law. If Microsoft has identified a billing error, we will correct that error within 90 days. This policy does not affect any statutory rights that may apply.
- f. **Refund Policy.** Unless otherwise provided by law or the terms of a particular Service offer, all purchases are final and non-refundable. If you believe that Microsoft has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old, unless otherwise required by law. We reserve the right to issue refunds or credits at our sole discretion unless otherwise required by law. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply. For more refund information, please visit our [help topic](https://go.microsoft.com/fwlink/p/?linkid=618283) (<https://go.microsoft.com/fwlink/p/?linkid=618283>). If you live in Taiwan or Israel, please note that according to the Consumer Protection Act and its relevant regulations, all purchases pertaining to digital content provided via intangible form and/or on-line

services are final and non-refundable when such content or service has been provided on line. You are not entitled to claim any cooling off period or any refund.

- **g. Cancelling the Services.** You may cancel a Service at any time, with or without cause. Cancelling paid Services stops future charges to continue the Service. To cancel a Service and request a refund, if you are entitled to one, visit the Microsoft account management website. For Skype, please complete the Withdrawal Form using the information provided [here](https://go.microsoft.com/fwlink/p/?linkid=618286) (<https://go.microsoft.com/fwlink/p/?linkid=618286>). You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obliged to pay cancellation charges; (iii) you may be obliged to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to and use of your account when you cancel the Services; or, if you live in Taiwan or Israel, (v) you may receive a refund in the amount equal to the unused fees you paid for a Service calculated at the time of cancellation. If you live in Israel you may cancel by any of the means listed on <https://support.microsoft.com/help/4027815>. Please contact a Microsoft representative by telephone to obtain a refund if you are eligible for it. We will process your Data as described above in section 4. If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you cancelled. If you initiate a chargeback or reversal with your bank for your payment of Services, we will deem you to have cancelled as of the date that the original payment was made, and you authorise us to immediately cancel your service and/or revoke any content that was provided to you in exchange for such payment.
- **h. Trial-Period Offers.** If you are taking part in any trial-period offer, you may be required to cancel the trial Service(s) within the timeframe communicated to you when you accepted the offer in order to avoid being charged to continue the Service(s) at the end of the trial period.
- **i. Promotional Offers.** From time to time, Microsoft may offer Services for free for a trial period. Microsoft reserves the right to charge you for such Services (at the normal rate) if Microsoft determines (in its reasonable discretion) that you are abusing the terms of the offer.
- **j. Price Changes.** We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 15 days before the price change. If you do not agree to the price change, you must cancel

and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

- k. **Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. Subject to applicable law, you are responsible for any taxes and charges you may incur as a result of this payment to you. You must also comply with any other conditions we place on your right to any payment. **If you receive a payment in error, we may reverse or require return of the payment. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust it for any previous over-payment.**
- l. **Gift Cards.** Redemption and use of gift cards (other than Skype gift cards) are governed by the [Microsoft Gift Card Terms and Conditions](https://support.microsoft.com/help/10562/microsoft-account-gift-card-terms-and-conditions) (<https://support.microsoft.com/help/10562/microsoft-account-gift-card-terms-and-conditions>). Information on Skype gift cards is available on Skype's [Help page](https://go.microsoft.com/fwlink/?LinkId=615383) (<https://go.microsoft.com/fwlink/?LinkId=615383>).
- m. **Bank Account Payment Method.** You may register an eligible bank account with your Microsoft account to use it as a payment method. Eligible bank accounts include accounts held at a financial institution capable of receiving direct debit entries (e.g. a United States-based financial institution that supports automated clearing house ("ACH") entries, a European financial institution that supports Single Euro Payments Area ("SEPA") or "ideal" in the Netherlands). Terms you agreed to when adding your bank account as a payment method in your Microsoft account (e.g., the "mandate" in the case of SEPA) also apply. You represent and warrant that your registered bank account is held in your name or you are authorised to register and use this bank account as a payment method. By registering or selecting your bank account as your payment method, you authorise Microsoft (or its agent) to initiate one or more debits for the total amount of your purchase or subscription charge (in accordance with the terms of your subscription service) from your bank account (and, if necessary, initiate one or more credits to your bank account to correct errors, issue a refund or similar purpose), and you authorise the financial institution that holds your bank account to deduct such debits or accept such credits. You understand that this authorisation will remain in full force and effect until you remove your bank account information from your Microsoft account. Contact customer support as outlined above in section 4.e as soon as possible if you believe you have been charged in error. Laws applicable in your country may also limit your liability for any fraudulent, erroneous or unauthorised transactions from your bank account. By registering or selecting a bank

account as your payment method, you acknowledge that you have read, understand and agree to these Terms.

[↑Top of page](#)

Contracting Entity, Choice of Law and Location for Resolving Disputes Contracting Entity, Choice of Law and Location for Resolving Disputes

10. Contracting Entity, Choice of Law & Location for Resolving Disputes. For your use of free and paid consumer Skype-branded Services, if you live outside of Europe, the Middle East and Africa, you are contracting with, and all references to "Microsoft" in these Terms mean, Skype Communications S.à.r.l, 23 – 29 Rives de Clausen, L-2165 Luxembourg. For free or paid consumer Skype-branded Services, if you live outside of Europe, the Middle East and Africa, Luxembourg law governs the interpretation of these Terms and claims for their breach, regardless of conflict of law principles. The laws of the province or country where you live govern all other claims (including consumer protection, unfair competition and tort claims). If you live outside of Europe, the Middle East and Africa, you and we irrevocably agree to the exclusive jurisdiction and venue of the Luxembourg courts for all disputes arising out of or relating to the consumer Skype-branded Services. For all other Services, the entity with which you are contracting, the governing law and the location to resolve disputes appear below:

- a. **Canada.** If you live in (or, if a business, your principal place of business is in) Canada, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA. The laws of the province where you live (or, if a business, your principal place of business) govern the interpretation of these Terms, claims for their breach and all other claims (including consumer protection, unfair competition and tort claims), regardless of conflict of law principles. You and we irrevocably consent to the exclusive jurisdiction and venue of the courts in Ontario for all disputes arising out of or relating to these Terms or the Services.
- b. **North or South America outside the United States and Canada.** If you live in (or, if a business, your principal place of business is in) North or South America outside the United States and Canada, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA. Washington State law governs the interpretation of these Terms and claims for their breach, regardless of choice of law principles. The laws of the

country to which we direct your Services govern all other claims (including consumer protection, unfair competition and tort claims).

- **c. Middle East, Africa or Europe.** If you live in (or, if a business, your principal place of business is in) the Middle East, Africa or in Europe excluding the European Union (EU), Iceland, Lichtenstein, Norway, Switzerland and the United Kingdom, and you are using free portions of the Services (such as Bing and MSN), you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA, except that if you are using free portions of Skype, you are contracting with Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland. If you paid to use a portion of the Services, you are contracting with Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland. For free and paid Services, the laws of Ireland govern the interpretation of these Terms and claims for their breach, regardless of conflict of laws principles. The laws of the country to which we direct your Services govern all other claims (including consumer protection, unfair competition and tort claims). You and we irrevocably agree to the exclusive jurisdiction and venue of the courts of Ireland for all disputes arising out of or relating to these Terms or the Services.
- **d. Asia or the South Pacific, unless your country is specifically called out below.** If you live in (or, if a business, your principal place of business is in) Asia (except China, Japan, the Republic of Korea or Taiwan) or the South Pacific, and you are using free portions of the Services (such as Bing and MSN), you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA. If you paid to use a portion of the Services, or are using the free Outlook.com service in Singapore or Hong Kong, you are contracting with Microsoft Regional Sales Pte Ltd., a corporation organised under the laws of Singapore, with its registered address at 80 Raffles Place, #32-01, UOB Plaza, Singapore 048624; provided, that if you live in (or, if a business, your principal place of business is in) Australia, you are contracting with Microsoft Pty Ltd, 1 Epping Road, North Ryde, NSW 2113, Australia and if you live in (or, if a business, your principal place of business is in) New Zealand, you are contracting with Microsoft New Zealand Limited, Level 5, 22 Viaduct Harbour Avenue, PO Box 8070 Symonds Street, Auckland, 1150 New Zealand. For free and paid Services, Washington State law governs the interpretation of these Terms and claims for their breach, regardless of conflict of laws principles. The laws of the country to which we direct your Services govern all other claims (including consumer protection, unfair competition and tort claims). Any dispute arising out of or in connection

with these Terms or the Services besides Skype, including any question regarding their existence, validity or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (SIAC), which rules are deemed to be incorporated by reference into this clause. The Tribunal will consist of one arbitrator to be appointed by the President of SIAC. The language of arbitration will be English. The decision of the arbitrator will be final, binding and incontestable, and it may be used as a basis for judgement in any country or region.

- e. **Japan.** If you live in (or, if a business, your principal place of business is in) Japan, and you are using free portions of the Services (such as Bing and MSN), you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA. If you paid to use a portion of the Services, you are contracting with Microsoft Japan Co., Ltd (MSKK), Shinagawa Grand Central Tower, 2-16-3 Konan Minato-ku, Tokyo 108-0075. For free and paid Services, the laws of Japan govern these Terms and any matters arising out of or relating to them or the Services. You and we irrevocably agree to the exclusive original jurisdiction and venue of the Tokyo District Court for all disputes arising out of or relating to these Terms or the Services.
- f. **Republic of Korea.** If you live in (or, if a business, your principal place of business is in) the Republic of Korea, and you are using free portions of the Services (such as Bing and MSN), you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA. If you paid to use a portion of the Services, you are contracting with Microsoft Korea, Inc., 11th Floor, Tower A, K-Twin Tower, Jongro 1 gil 50, Jongro-gu, Seoul, Republic of Korea, 110-150. For free and paid Services, the laws of the Republic of Korea govern these Terms and any matters arising out of or relating to them or the Services. You and we irrevocably agree to exclusive original jurisdiction and venue of the Seoul Central District Court for all disputes arising out of or relating to these Terms or the Services.
- g. **Taiwan.** If you live in (or, if a business, your principal place of business is in) Taiwan, and you are using free portions of the Services (such as Bing and MSN), you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, USA. If you paid to use a portion of the Services, you are contracting with Microsoft Taiwan Corp., 18F, No. 68, Sec. 5, Zhongxiao E. Rd., Xinyi District, Taipei 11065, Taiwan. For free and paid Services, the laws of Taiwan govern these Terms and any matters arising out of or relating to them or the Services. For more details regarding Microsoft Taiwan Corp.,

please view the website provided by the [Ministry of Economic Affairs R.O.C.](https://gcis.nat.gov.tw/main/index.jsp) (<https://gcis.nat.gov.tw/main/index.jsp>). You and we irrevocably designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or relating to these Terms or the Services, to the maximum extent permitted by Taiwan laws.

Your local consumer laws may require some local laws to govern or give you the right to resolve disputes in another forum despite these Terms. If so, the choice of law and forum provisions in section 10 apply as much as your local consumer laws allow.

[↑Top of page](#)

Warranties Warranties

11. Warranties.

- a. MICROSOFT, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM COMPUTER NETWORKS.
- b. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT.
- c. **For consumers living in Australia: Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:**
 - to cancel your service contract with us; and
 - to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

- **d. For consumers living in New Zealand, you may have statutory rights under the New Zealand Consumer Guarantees Act, and nothing in these Terms is intended to affect those rights.**

[↑Top of page](#)

Limitation of Liability Limitation of Liability

12. Limitation of Liability.

- a. If you have any basis for recovering damages (including breach of these Terms), to the extent permitted by the applicable law, you agree that your exclusive remedy is to recover, from Microsoft or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to USD\$10.00 if the Services are free).
- b. To the extent permitted by the applicable law, you can't recover any (i) consequential losses or damages; (ii) loss of actual or anticipated profits (whether direct or indirect); (iii) loss of actual or anticipated income (whether direct or indirect); (iv) loss of contract or business or other losses or damages arising from your use of the Services in a non-personal capacity; (v) special, indirect, incidental or punitive losses or damages; and (vi) to the extent permitted by law, direct losses or damages in excess of the caps specified in section 12.a above. These limitations and exclusions apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services or the software related to the Services.
- c. Microsoft is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by

circumstances beyond Microsoft's reasonable control (such as labour disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). Microsoft will endeavour to minimise the effects of any of these events and to perform the obligations that aren't affected.

[↑Top of page](#)

Service-Specific Terms Service-Specific Terms

13. Service-Specific Terms. The terms before and after section 13 apply generally to all Services. This section contains service-specific terms that are in addition to the general terms. These service-specific terms govern if there are any conflicts with the general terms.

[↑Top of page](#)

Xbox Xbox

- a. **Xbox.**
 - i. **Personal Non-Commercial Use.** The Xbox online service, [Xbox Game Studios](https://www.xbox.com/xbox-game-studios) (<https://www.xbox.com/xbox-game-studios>) games (including Mojang Games), applications, subscriptions (e.g. Xbox Game Pass for PC, Xbox Game Pass for Console, Xbox Game Pass Ultimate), services (e.g. Xbox Live) and content provided by Microsoft (collectively, the "**Xbox Services**") are only for your personal and non-commercial use.
 - ii. **Xbox Services.** When you sign up to receive Xbox Services, information about your game play, activities and usage of games and Xbox Services will be tracked and shared with applicable third-party game developers in order for Microsoft and the third-party game developers to operate their games and to deliver the Xbox Services. If you choose to link your Microsoft Xbox Services account with your account on a non-Microsoft service or sign in to your Xbox Services account to access a non-Microsoft Service (for example, a non-Microsoft game publisher of Third-Party Apps and Services), you agree that: (a) Microsoft may share limited account information (including without limitation gamertag, Gamerscore, game score, game history and friends list), with that non-Microsoft party as stated in the Microsoft Privacy Statement and (b) if allowed by your Xbox privacy settings, the non-Microsoft party may also have access to Your Content from in-game communications when you are signed into your account with that non-Microsoft party. Also, if allowed by your Xbox privacy settings, Microsoft can publish your

name, gamertag, generic, motto, avatar, game clips and games that you've played in communications to people you allow.

- iii. **Your Content.** As part of building the Xbox Services community, you grant to Microsoft, its affiliates and sublicensees a free and worldwide right, to use, modify, reproduce, distribute, broadcast, share and display Your Content or your name, gamertag, motto or avatar that you posted for any Xbox Services.
- iv. **Game Managers.** Some games may use game managers, ambassadors or hosts. Game managers and hosts are not authorised Microsoft spokespersons. Their views do not necessarily reflect those of Microsoft.
- v. **Kids on Xbox.** If you are a minor using the Xbox Services, your parent or guardian may have control over many aspects of your account and may receive reports about your use of the Xbox Services.
- vi. **Game Currency or Virtual Goods.** The Xbox Services may include a virtual, game currency (like gold, coins or points) that may be purchased from or on behalf of Microsoft using actual monetary instruments if you have reached the age of "majority" where you live. The Xbox Services may also include virtual, digital items or goods that may be purchased from or on behalf of Microsoft using actual monetary instruments or using game currency. Game currency and virtual goods may never be redeemed for actual monetary instruments, goods or other items of monetary value from Microsoft or any other party. Other than a limited, personal, revocable, non-transferable, non-sublicensable licence to use the game currency and virtual goods in the Xbox Services only, you have no right or title in or to any such game currency or virtual goods appearing or originating in the Xbox Services, or any other attributes associated with use of the Services or stored within the Xbox Services. Microsoft may at any time regulate, control, modify and/or eliminate the game currency and/or virtual goods associated with any one or more Xbox games or apps as it sees fit in its sole discretion to the maximum extent permitted by your local laws.
- vii. **Software Updates.** For any device that can connect to Xbox Services, we may automatically check your version of Xbox console software or the Xbox app software and download Xbox console or Xbox app software updates or configuration changes, including those that prevent you from accessing the Xbox

Services, using unauthorised Xbox games or Xbox apps, or using unauthorised hardware peripheral devices with an Xbox console.

- viii. **Gamertag Expiry.** You must sign in to Xbox Services at least once in a five-year period, otherwise you may lose access to the gamertag associated with your account and that gamertag may become available for use by others.
- ix. **Cheating and Tampering Software.** For any device that can connect to Xbox Services, we may automatically check your device for unauthorised hardware or software that enables cheating or tampering in violation of the Code of Conduct or these Terms, and download Xbox app software updates or configuration changes, including those that prevent you from accessing the Xbox Services, or from using unauthorised hardware or software that enables cheating or tampering.

[↑Top of page](#)

Store Store

- b. **Store.** "Store" refers to a Service that allows you to browse, download, purchase and rate and review applications (the term "application" includes games) and other digital content. These Terms cover use of certain Stores owned or operated by Microsoft or its affiliates (including, but not limited to, the Office Store, Microsoft Store on Windows and Microsoft Store on Xbox). "Office Store" means a Store for Office products and apps for Office, Microsoft 365, SharePoint, Exchange, Access and Project (2013 versions or later), or any other experience that is branded Office Store. "Microsoft Store on Windows" means a Store, owned and operated by Microsoft or its affiliates, for Windows devices such as phone, PC and tablet, or any other experience that is branded Microsoft Store and accessible on Windows devices such as phone, PC or tablet. "Microsoft Store on Xbox" means a Store owned and operated by Microsoft or its affiliates for Xbox consoles, or any other experience that is branded Microsoft Store and made available on an Xbox console.
 - i. **Licence Terms.** We will identify the publisher of each application available in the relevant Store. Unless different licence terms are provided with the application, the Standard Application Licence Terms ("**SALT**") at the end of these Terms are an agreement between you and the application publisher setting forth the licence terms that apply to an application you download through any Store owned or operated by Microsoft or its affiliates (excluding the Office Store). For clarity, these

Terms cover the use of, and services provided by, Microsoft Services. Section 5 of these Terms also applies to any Third-Party Apps and Services acquired through a Store. Applications downloaded through the Office Store are not governed by the SALT and have separate licence terms that apply.

- ii. **Updates.** Microsoft will automatically check for and download updates to your applications, even if you're not signed into the relevant Store. You can change your Store or system settings if you prefer not to receive automatic updates to Store applications. However, certain Office Store applications that are entirely or partly hosted online may be updated at any time by the application developer and may not require your permission to update.
- iii. **Ratings and Reviews.** If you rate or review an application or other Digital Good in the Store, you may receive email from Microsoft containing content from the publisher of the application or Digital Good. Any such email comes from Microsoft; we do not share your email address with publishers of applications or other Digital Goods you acquire through the Store.
- iv. **Safety Warning.** To avoid possible injury, discomfort or eye strain, you should take periodic breaks from use of games or other applications, especially if you feel any pain or fatigue resulting from usage. If you experience discomfort, take a break. Discomfort might include feelings of nausea, motion sickness, dizziness, disorientation, headache, fatigue, eye strain or dry eyes. Using applications can distract you and obstruct your surroundings. Avoid trip hazards, stairs, low ceilings, fragile or valuable items that could be damaged. A very small percentage of people may experience seizures when exposed to certain visual images like flashing lights or patterns that may appear in applications. Even people with no history of seizures may have an undiagnosed condition that can cause these seizures. Symptoms may include light-headedness, altered vision, twitching, jerking or shaking of limbs, disorientation, confusion, loss of consciousness or convulsions. Immediately stop using and consult a doctor if you experience any of these symptoms, or consult a doctor before using the applications if you've ever suffered symptoms linked to seizures. Parents should monitor their children's use of applications for signs of symptoms.

Microsoft Family Features Microsoft Family Features

- **c. Microsoft Family Features.** Parents and kids can use Microsoft family features, including Microsoft Family Safety, to build trust based on a shared understanding of what behaviour, websites, apps, games, physical locations and spending is right in their family. Parents can create a family by going to <https://account.microsoft.com/family> (or by following the instructions on their Windows device or Xbox console) and inviting kids or other parents to join. There are many features available to family members, so please carefully review the information provided when you agree to create or join a family and when you purchase Digital Goods for family access. By creating or joining a family, you agree to use the family in accordance with its purpose and won't use it in an unauthorised way to unlawfully gain access to another person's information.

[↑Top of page](#)

Group Messaging Group Messaging

- **d. Group Messaging.** Various Microsoft services allow you to send messages to others via voice or SMS ("messages"), and/or allow Microsoft and Microsoft-controlled affiliates to send such messages to you and one or more other users on your behalf. WHEN YOU INSTRUCT MICROSOFT AND MICROSOFT-CONTROLLED AFFILIATES TO SEND SUCH MESSAGES TO YOU OR TO OTHERS, YOU REPRESENT AND WARRANT TO US THAT YOU AND EACH PERSON YOU HAVE INSTRUCTED US TO MESSAGE CONSENT TO RECEIVE SUCH MESSAGES AND ANY OTHER RELATED ADMINISTRATIVE TEXT MESSAGES FROM MICROSOFT AND MICROSOFT-CONTROLLED AFFILIATES. "Administrative text messages" are periodic transactional messages from a particular Microsoft service, including but not limited to a "welcome message" or instructions on how to stop receiving messages. You or group members no longer wishing to receive such messages can opt out of receiving further messages from Microsoft or Microsoft-controlled affiliates at any time by following the instructions provided. If you no longer wish to receive such messages or participate in the group, you agree that you will opt out through the instructions provided by the applicable program or service. If you have reason to believe that a group member no longer wishes to receive such messages or participate in the group, you agree to remove them from the group. You also represent and warrant to us that you and each person you have instructed us to message understands that each group member is responsible for the costs of any message charges assessed by his or her mobile carrier,

including any international message charges that may apply when messages are transmitted from US-based numbers.

[↑Top of page](#)

Skype, Microsoft Teams and GROUPME Skype, Microsoft Teams and GroupMe

- e. **Skype, Microsoft Teams and GroupMe.**
 - i. **Emergency Services.** There are important differences between traditional mobile or fixed line telephone services and Skype, Microsoft Teams and GroupMe. Microsoft is not required to offer access to Emergency Services for Skype, Microsoft Teams and GroupMe under any applicable local or national rules, regulations or law. Skype software and products are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of services that connect a user to emergency services personnel or public safety answering points ("**Emergency Services**").
 - ii. **APIs or Broadcasting.** If you want to use Skype software and products in connection with any broadcast, you must comply with the "Broadcast TOS" at <https://www.skype.com/go/legal.broadcast>. If you want to use any application program interface ("**API**") exposed or made available by Skype you must comply with the applicable licensing terms, which are available at www.skype.com/go/legal.
 - iii. **Fair Use Policies.** Fair usage policies may apply to your use of Skype software and products. Please review these policies which are designed to protect against fraud and abuse and may place limits on the type, duration or volume of calls or messages that you are able to make. These policies are incorporated in these Terms by reference. You can find these policies at <https://www.skype.com/go/terms.fairusage/>.
 - iv. **Mapping.** Skype software and products contain features that allow you to submit information to, or plot yourself on a map using, a mapping service. By using those features, you agree to these Terms and the Google Maps terms available at https://www.google.com/intl/en_ALL/help/terms_maps.html or such Google Maps terms available in your country.

- v. **Personal/Non-commercial Use.** The use of Skype software and products is for your personal and non-commercial use. You are permitted to use Skype at work for your own business communications.
- vi. **Skype Number/Skype to Go.** If Microsoft provides you with a Skype Number or Skype to Go number, you agree that you do not own the number or have a right to retain that number forever. In certain countries, a number may be made available to you by a Microsoft partner rather than Microsoft, and you may need to enter into a separate agreement with such partner. For more details on Skype Number see <https://go.skype.com/home.skype-number>.
- vii. **Skype Manager.** A "Skype Manager Admin Account" is created and managed by you, acting as an individual administrator of a Skype Manager group and not as a business entity. You may link your individual Microsoft account to a Skype Manager group ("**Linked Account**"). You may appoint additional administrators to your Skype Manager group subject to their acceptance of these Terms. If you allocate Skype Numbers to a Linked Account, you are responsible for compliance with any requirements related to the residency or location of your Linked Account users. If you choose to unlink a Linked Account from a Skype Manager group, any allocated subscriptions, Skype Credit or Skype Numbers will not be retrievable and Your Content or material associated with the unlinked account will no longer be accessible by you. You agree to process any personal information of your Linked Account users in accordance with all applicable data protection laws.
- viii. **Skype Charges.** All prices for Skype paid products are inclusive of applicable taxes, unless otherwise stated. The charges payable for calling phones outside of a subscription consist of a connection fee (charged once per call) and a per-minute rate as set out on www.skype.com/go/allrates. Call charges will be deducted from your Skype Credit balance. Microsoft may change its calling rates at any time by posting such change at www.skype.com/go/allrates. The new rate will apply to your next call after publication of the new rates. Please check the latest rates before you make your call. Fractional call minutes and fractional charges will be rounded up to the next whole unit. In some countries, Skype paid products are provided by Microsoft's local partner and the partner's terms of use will apply to such transactions. Notwithstanding the foregoing, you may be entitled, under applicable law, to a refund, upon request, of any pre-paid subscription balance in the event you switch your Skype Number to another provider.

- ix. **Skype Credit.** Microsoft does not guarantee that you will be able to use your Skype Credit balance to purchase all Skype paid products. If you do not use your Skype Credit for a period of 180-days, Microsoft will place your Skype Credit on inactive status. You can reactivate the Skype Credit by following the reactivation link at <https://www.skype.com/go/store.reactivate.credit>. If you are located in Japan and you buy Skype Credit from the Skype website, the preceding two sentences do not apply to you and your Skype Credit shall expire 180 days after the date of purchase. Once your credit expires, you will no longer be able to reactivate it or use it. You can enable the Auto Recharge feature when you buy Skype Credit by ticking the appropriate box. If enabled, your Skype Credit balance will be recharged with the same amount and your chosen payment method every time your Skype balance goes below the threshold set by Skype from time to time. If you purchased a subscription with a payment method other than credit card, PayPal or Moneybookers (Skrill), and you have enabled Auto-Recharge, your Skype Credit balance will be recharged with the amount necessary to purchase your next recurring subscription. You can disable Auto-Recharge at any time by accessing and changing your settings in your account portal in Skype.
- x. **International Message Fees.** GroupMe and Microsoft Teams currently uses US-based numbers for each group created. Every text message sent to or received from a GroupMe or Microsoft Teams number will count as an international text message sent to or received from the United States. Please check with your provider for the associated international rates.

[↑Top of page](#)

Bing and MSN Bing and MSN

- f. **Bing and MSN.**
 - i. **Bing and MSN Materials.** The articles, text, photos, maps, videos, video players and third-party material available on Bing and MSN, including through Microsoft bots, applications and programs, are for your non-commercial, personal use only. Other uses, including downloading, copying or redistributing these materials, or using these materials or products to build your own products, are permitted only to the extent specifically authorised by Microsoft or rights holders, or allowed by applicable copyright law. Microsoft or other rights holders reserve all rights to the

material not expressly granted by Microsoft under the licence terms, whether by implication, estoppel or otherwise.

- ii. **Bing Maps.** You may not use Bird's eye imagery of the United States, Canada, Mexico, New Zealand, Australia or Japan for governmental use without our separate written approval.
- iii. **Bing Places.** When you provide your Data or Your Content to Bing Places, you grant Microsoft a worldwide, royalty-free intellectual property licence to use, reproduce, save, modify, aggregate, promote, transmit, display or distribute as part of a service and sub-license those rights to third parties.

[↑Top of page](#)

Cortana Cortana

- g. **Cortana.**
 - i. **Personal Non-Commercial Use.** Cortana is Microsoft's personal assistant Service. The features, services and content provided by Cortana (collectively "**Cortana Services**") are only for your personal and non-commercial use.
 - ii. **Functionality and Content.** Cortana provides a range of features, some of which are personalised. Cortana Services may allow you to access services, information or functionality provided by other Microsoft Services or Third-Party Apps and Services. The service-specific Terms of section 13 also apply to your use of applicable Microsoft Services accessed through Cortana Services. Cortana provides information for your planning purposes only and you should exercise your own independent judgement when reviewing and relying on this information. Microsoft does not guarantee the reliability, availability or timeliness of personalised experiences provided by Cortana. Microsoft is not responsible if a Cortana feature delays or prevents you from receiving, reviewing or sending a communication or notification or obtaining a service.
 - iii. **Third-Party Apps and Services.** As part of delivering the Cortana Services, Cortana may suggest and help you interact with Third-Party Apps and Services (third-party skills or connected services). If you choose, Cortana may exchange information with Third-Party Apps and Services, such as your postcode and queries and responses returned by the Third-Party App and Services, to help you

obtain the requested services. Cortana may enable you to make purchases through Third-Party Apps and Services using the account preferences and settings you have established directly with those Third-Party Apps and Services. You can disconnect your Cortana Service from Third-Party Apps and Services at any time. Your use of Cortana Services to connect with Third-Party Apps and Services is subject to section 5 of these Terms. Publishers of Third-Party Apps and Services may change or discontinue the functionality or features of their Third-Party Apps and Services or integration with Cortana Services. Microsoft is not responsible or liable for manufacturer provided software or firmware.

- iv. **Cortana-Enabled Devices.** Cortana-enabled devices are products or devices that are enabled to access Cortana Services, or products or devices that are compatible with Cortana Services. Cortana-enabled devices include third-party devices or products that Microsoft does not own, manufacture or develop. Microsoft is not responsible or liable for these third-party devices or products.
- v. **Software Updates.** We may automatically check your version of Cortana Services software and download software updates or configuration change or require any manufacturers of Cortana enabled devices to keep the Cortana Services software up to date.

[↑Top of page](#)

Office Services Office Services

- h. **Office Services.**
 - i. Microsoft 365 Home, Microsoft 365 Personal, Office Online, Sway, OneNote.com and any other Microsoft 365 subscription or Office-branded Services are for your personal, non-commercial use, unless you have commercial use rights under a separate agreement with Microsoft. Use of apps such as Word, Excel, PowerPoint, Outlook, OneDrive, Access and Publisher in Microsoft 365 Family, Microsoft 365 Personal and any other Microsoft 365 subscription Services is governed by supplemental licence terms located at <https://aka.ms/useterms> together with these Terms.
 - ii. **Outlook.** Outlook includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the product through which the

content is provided. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linked=9710837 and the Microsoft Privacy Statement available at go.microsoft.com/flank/?Linked=248686.

[↑Top of page](#)

Microsoft Health Services Microsoft Health Services

- **I. Microsoft Health Services.**
 - **Microsoft Band.** Microsoft Band device and application are not medical devices and are intended for fitness and wellness purposes only. They are not designed or intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment or prevention of disease or other conditions. Microsoft is not responsible for any decision you make based on information you receive from Microsoft Band.

[↑Top of page](#)

Digital Goods Digital Goods

- **j. Digital Goods.** Through Microsoft Groove, Microsoft Films & TV, Store, Xbox Services and any other related and future services, Microsoft may enable you to obtain, listen to, view, play or read (as the case may be) music, images, video, text, books, games or other material ("**Digital Goods**") that you may get in digital form. The Digital Goods are only for your personal, non-commercial entertainment use. You agree not to redistribute, broadcast, publicly perform or publicly display or transfer any copies of the Digital Goods. Digital Goods may be owned by Microsoft or by third parties. In all circumstances, you understand and acknowledge that your rights with respect to Digital Goods are limited by these Terms, copyright law, and the Usage Rules located at <https://go.microsoft.com/fwlink/p/?LinkId=723143>. You agree that you will not attempt to modify any Digital Goods obtained through any of the Services for any reason whatsoever, including for the purpose of disguising or changing ownership or source of the Digital Goods. Microsoft or the owners of the Digital Goods may, from time to time, remove Digital Goods from the Services without notice.

[↑Top of page](#)

OneDrive OneDrive

- k. **OneDrive.**
 - i. **Storage Allocation.** If you have more content stored in your OneDrive account than is provided to you under the terms of your free or paid subscription service for OneDrive and you do not respond to notice from Microsoft to fix your account by removing excess content or moving to a new subscription plan with more storage, we reserve the right to close your account and delete or disable access to Your Content on OneDrive.
 - ii. **Service Performance.** Depending on factors such as your equipment, Internet connection and Microsoft's efforts to maintain the performance and integrity of its service, you may occasionally experience delays in uploading or syncing content on OneDrive.

[↑Top of page](#)

Microsoft Rewards Microsoft Rewards

- l. **Microsoft Rewards.**
 - i. Microsoft Rewards (the "**Programme**") enables you to earn redeemable points for activities such as qualified searches, acquisitions and other offers from Microsoft. Offers may vary by market. A search is the act of an individual user manually entering text for the good faith purpose of obtaining Bing search results for such user's own research purposes and does not include any query entered by a bot, macro or other automated or fraudulent means of any kind ("**Search**"). An acquisition is the process of purchasing goods or downloading and acquiring a licence for digital content from Microsoft, whether free or paid ("**Acquisition**"). Rewards points are not offered for every purchase from Microsoft. Microsoft may offer additional opportunities to earn points from time to time, and each points-earning offer will not be available in perpetuity. Your earned points can be redeemed for rewards listed on the redeem page at <https://aka.ms/redeemrewards> ("**Rewards**"). For more information see the Rewards section at support.microsoft.com (<https://support.microsoft.com>) ("**FAQ**").
 - 1. *Programme Requirements.* You need a valid Microsoft account and your devices must meet the [minimum system requirements](https://account.microsoft.com/rewards/) (<https://account.microsoft.com/rewards/>). The Programme is open to users who reside in the markets listed in the FAQs. Individuals can have no

more than one Programme account, even if an individual has multiple email addresses and households are limited to six accounts. The Programme is solely for your personal and non-commercial use.

- 2. *Points*. Except for sharing points within your Microsoft family (limits may apply) or donating your points to a not-for-profit organisation listed on the redeem page, you cannot transfer points. Points are not your personal property, and you may not obtain any cash or money in exchange for them. Points are awarded to you on a promotional basis. You cannot purchase points. Microsoft may limit the quantity of points or Rewards per person, per household or over a set period (e.g., a day) provided that you are not disadvantaged in breach of good faith. You may redeem no more than 550,000 points per calendar year in the Programme. Points earned in the Programme are not valid in, and may not be used in combination with, any other programme offered by Microsoft or third parties. **Unredeemed points expire if you do not earn or redeem any points for 18 months.**

- 3. *Rewards*. You may redeem your points or you may contribute points to a listed nonprofit organisation by visiting the [redeem page](https://aka.ms/redeemrewards) (<https://aka.ms/redeemrewards>) or by signing up for automatic contributions to non-profit organisations through a giving programme. There may be a limited number of a particular Reward available, and those Rewards will be delivered on a first-come, first-served basis. You may be required to provide additional information, like your address and a telephone number (other than a VOIP or freephone number), and you may also be asked to enter a fraud-prevention code or sign additional legal documents to redeem points for Rewards. Once you have ordered a Reward, you cannot cancel it or return it for a refund of points except in the case of defective products or as required by applicable law. If you order a Reward that is out of stock or unavailable for other reasons, we may substitute a Reward of comparable value or refund your points. Microsoft may update the Rewards offered on the redeem page or discontinue offering specific Rewards. Some Rewards may have age eligibility requirements. Any such requirements will be included in the relevant offer. You are responsible for all federal, state and local taxes and any other costs of accepting and using the Reward. Rewards will be emailed to

the email address associated with your Microsoft account, so keep your email address up to date. Rewards that are undeliverable will not be reissued and are therefore forfeited. Rewards are not for resale. For more information about contributing points automatically to non-profit organisations, see the [Give with Bing FAQs](#) (<https://www.microsoft.com/rewards/give-mode-overview>).

- 4. *Cancelling Your Participation in the Programme.* If you no longer wish to participate in the Microsoft Rewards programme, follow the instructions on the [opt out page](#) (<https://account.microsoft.com/rewards/optout?confirm=false>). If you opt out, you will immediately lose all of your available points. Your Programme account may be cancelled if you do not log in at least once in an 18-month period. Additionally, Microsoft reserves the right to cancel the Programme account of a specific user for tampering with, abusing or defrauding the Programme, or for breach of these terms. Upon Programme cancellation (by you or us) or if the Programme is suspended, you will have 90 days to redeem your points; otherwise, those points will be forfeited. At the point of cancellation, your right to use the Programme and accrue future points ends.
- 5. *Other Conditions.* Microsoft reserves the right to disqualify you; disable your access to the Programme or your Rewards account; and/or withhold points, Rewards and charitable contributions, if Microsoft believes you are tampering with or abusing any aspect of the Programme, ineligible to receive a Reward for legal reasons (such as export laws), or may be engaging in activities that violate these Terms.

[↑Top of page](#)

AZURE AZURE

- m. **Azure.** Your use of the Azure service is governed by the terms and conditions of the separate agreement under which you obtained the services, as detailed on the Microsoft Azure Legal Information page at <https://aka.ms/AA7z67v>.

[↑Top of page](#)

Miscellaneous Miscellaneous

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[↑Top of page](#)

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[↑Top of page](#)

STANDARD APPLICATION LICENCE TERMS STANDARD APPLICATION LICENCE TERMS

STANDARD APPLICATION LICENCE TERMS

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- **The application publisher knew or should have known about the possibility of the damages.**

[↑Top of page](#)

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- Ask Cortana
- Bing Apps
- Bing Dictionary
- Bing Image and News (iOS)
- Bing Maps
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- Bing Search APIs/SDKs
- Bing Search app
- Bing Translator
- Bing Webmaster
- Bing.com
- Bingplaces.com
- Cortana skills by Microsoft
- Cortana
- Default Homepage and New Tab Page on Microsoft Edge

- Dev Centre App
- Device Health App
- Dictate
- education.minecraft.net
- Face Swap
- Feedback Intake Tool for Azure Maps (aka “Azure Maps Feedback”)
- Forms.microsoft.com
- forzamotorsport.net
- Groove Music Pass
- Groove
- GroupMe
- LineBack
- Maps App
- Microsoft 365 Consumer
- Microsoft 365 Family
- Microsoft 365 Personal
- Microsoft Academic
- Microsoft account
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- Microsoft Educator Community
- Microsoft Family
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- Microsoft Launcher
- Microsoft Maths Solver
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- Microsoft Research Interactive Science
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- Microsoft Search in Bing
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- Microsoft Support and Recovery Assistant for Office 365
- Microsoft Teams
- Microsoft Translator
- Microsoft Wallpaper

- Microsoft Xiaolce
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- Minecraft Realms Plus and Minecraft Realms
- Mixer
- MSN Dial Up
- MSN Explorer
- MSN Food & Drink
- MSN Health & Fitness
- MSN Money
- MSN News
- MSN Premium
- MSN Sports
- MSN Travel
- MSN Weather
- MSN.com
- Next Lock Screen
- Office 365 Pro Plus optional connected experiences
- Office for the web (formerly Office Online)
- Office in Microsoft 365 Consumer
- Office in Microsoft 365 Family
- Office in Microsoft 365 Personal
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- Office Sway
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- OneDrive.com
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- [Windows Store](#)
- [Xbox Game Pass](#)
- [Xbox Game Studios games, apps and websites](#)
- [Xbox Live Gold](#)
- [Xbox Live](#)
- [Xbox Music](#)
- [Xbox Store](#)

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- [Surface Pro X](#)
- [Surface Pro 7](#)
- [Surface Laptop 3](#)
- [Windows 10 apps](#)

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- [Microsoft Store Support](#)
- [Returns](#)
- [Order tracking](#)

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- [Manufacturing](#)
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- [Retail](#)

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