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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](https://www.microsoft.com/servicesagreement#serviceslist) (<https://www.microsoft.com/servicesagreement#serviceslist>) (the "**Services**"). By providing the opportunity of subscribing for, using and/or ordering the Services, Microsoft makes an offer to you. You accept these Terms by creating a Microsoft account, by using the Services or by continuing to use the Services after being notified of a change to these Terms. Please read, print and save a copy of these Terms for your records because Microsoft won't save a copy for you.

If you are a microenterprise, small enterprise or a not-for-profit organisation please read section 15 on waiving any entitlements that would otherwise be applicable to you under the European Electronic Communications Code.

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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, create, generate or share through the Services, or inputs that you submit in order to generate content ("**Your Content**").

Your Content

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

a. When you share Your Content with other people, you understand that they may be able, on a worldwide basis, to 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 through the Services won't violate any law or rights of others. **We strongly advise you to make regular back-up copies of Your Content.** Microsoft can't be held responsible for Your Content or the material others upload, store or share using our Services.

b. To the extent necessary to provide the Services to you and others (which may include changing the size, shape or format of Your Content to better store or display it to you), to protect you and the Services and to improve Microsoft products and services, you grant Microsoft a worldwide and royalty free intellectual property licence to use Your Content, for example, to make copies of, retain, transmit, reformat, distribute via communication tools and display Your Content on the Services. If you publish Your Content in areas of the Service where it is rendered available online publicly or 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 voicemail, or your documents, photos or other personal files to target advertising to you. Our advertising policies are covered in detail in the Privacy Statement.

Code of Conduct

3. **Code of Conduct.** You are accountable for your conduct and content when using the Services.

a. Content, material or actions that violate these Terms are not permitted. By agreeing to these Terms, you're under the obligation to follow these rules:

- i. Don't do anything illegal, or try to generate or share content that is illegal.
- ii. Don't engage in any activity that exploits, harms or threatens to harm children.
- iii. Don't send spam, engage in phishing or try to generate or distribute malware. 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. Malware includes any activity designed to cause technical harm, such as delivering malicious executables, organising denial of service attacks or managing command and control servers.
- iv. Don't publicly display or use the Services to generate or share any inappropriate content or other material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, self-harm or criminal activity).
- v. Don't engage in activity that is fraudulent, false or misleading (e.g. asking for money under false pretences, impersonating someone else, creating fake accounts, automating inauthentic activity, generating or sharing content that is intentionally deceptive, manipulating the Services to increase play count, or affect rankings, ratings or comments).
- vi. Don't wilfully circumvent any restrictions on access to, usage or availability of the Services (e.g. attempting to "jailbreak" an AI system, or impermissible scraping).
- vii. Don't engage in activity that is harmful to you, the Services or others (e.g. transmitting viruses, stalking, trying to generate or sharing content that harasses, bullies or threatens others, posting terrorist or violent extremist content, communicating hate speech or advocating violence against others).
- viii. Don't violate or 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 taking photographs or video/audio recordings of others without their consent for processing of an individual's biometric identifiers/information or any other purpose using any of the Services).
- ix. Don't engage in activity that violates the privacy of others.
- x. Don't help others to break these rules.

More information about our policies, moderation and enforcement processes and service specific terms is available at aka.ms/trustandsafety.

Using the Services and Support

4. Using the Services and Support.

a. **Microsoft account.** You will 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 that the third party provided you with, 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 or as otherwise required by law. 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 in to 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. 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. **Children 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" 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 where you live, or do not understand this section, please do not create a Microsoft account before you have asked 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 you are responsible for supervising your minor in the 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. In addition to any rights you have to cancel as specified in the "Refund Policy" section below (section 9.g), 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. 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 will 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). As a result, you may no longer be able to access any of the Services (or Your Content that you have stored on those Services) that require a Microsoft account. You should have a regular backup plan. Third, you may lose access to products you have acquired.

b. **Moderation and Enforcement.** Many of our Services that allow you to interact, create, generate and share content with others leverage safety systems to protect our Services and other users.

i. **Policies.** Our [Code of Conduct](#) identifies what's prohibited when using our Services. Our content and conduct policies can be found [here](https://www.microsoft.com/DigitalSafety/policies) (<https://www.microsoft.com/DigitalSafety/policies>). Specific Services have additional policies and community standards applicable to their users, which are available [here](https://aka.ms/trustandsafety) (<https://aka.ms/trustandsafety>).

ii. **Reporting a Concern.** You can report concerning content or conduct that may violate our Code of Conduct [here](https://aka.ms/reportconcerns) (<https://aka.ms/reportconcerns>).

iii. **Review.** Where applicable, we may use automated systems and humans to review content to identify suspected spam, viruses, fraud, phishing, malware, jailbreaking or other illegal or harmful content or conduct.

iv. **Enforcement.** We reserve the right to deny content if it exceeds limits on storage or file size allowed by the Service. We may block, remove or decline to display content if it appears to violate our Code of Conduct or another Service policy or where required by law. If you violate these terms or [Policies](https://aka.ms/trustandsafety) (<https://aka.ms/trustandsafety>), we may take action against your account. This could include limiting access to certain features or Services, stopping providing Services, closing your Microsoft account immediately or blocking delivery of a communication (such as email, file sharing or instant message) to or from the Services. Closure of your access to a Service or your account may result in forfeiture of content licences, associated content, memberships and Microsoft account balances associated with the account. When reviewing alleged violations of these Terms, Microsoft reserves the right to review content to resolve the issue. However, we cannot monitor the entirety of the Services and make no attempt to do so. For more information about the [moderation and enforcement processes](https://www.microsoft.com/DigitalSafety/moderation-and-enforcement) (<https://www.microsoft.com/DigitalSafety/moderation-and-enforcement>), [Service specific terms, Additional policies and guidelines](https://www.microsoft.com/DigitalSafety/policies/additional-guidelines) (<https://www.microsoft.com/DigitalSafety/policies/additional-guidelines>) and [appeals](https://www.microsoft.com/DigitalSafety/moderation-appeals) ([https://www.microsoft.com/DigitalSafety/moderation-](https://www.microsoft.com/DigitalSafety/moderation-appeals)

and-enforcement/appeals), see <https://aka.ms/trustandsafety>. Information about our policy relating to claims of intellectual property infringement may be found at [NOTICES](#).

c. **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.

d. **Additional Equipment/Data Plans.** To use many of the Services, you will 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/or 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.

e. **Service Notifications.** When there's something we need to tell you about a Service you use, we will send you Service notifications and information the law requires us to provide. 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. We recommend you monitor and maintain the email address you specified. If you don't consent to receive notices electronically, you must stop using the Services.**

f. **Support.** Customer support for some Services is available at <https://support.microsoft.com>. Certain Services may offer separate or additional customer support, subject to the terms available at <https://microsoft.com/support-service-agreement>, unless otherwise specified. Support may not be available for preview or beta versions of features or Services. If you live in Europe you can also refer a complaint to the EU's [Online Dispute Resolution platform](#) (<http://ec.europa.eu/consumers/odr>); please use MSODR@microsoft.com on the complaint form only and not for another purpose.

g. **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 will 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 have stored on those Services). You should have a regular backup plan. Third, you may lose access to products you have acquired. If you have cancelled your Microsoft account and have no other account able to access the Services your Services may be cancelled immediately.

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 and may allow or require you to share Your Content or Data with such Third Party Apps and Services, 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 allow or require 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 or liable to you or others for information or services provided by any Third-Party Apps and Services.

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, or other external factors such as your internet or network connection. If you change the location associated with your Microsoft account, you may need to re-acquire the products that were available to you and paid for in your previous region.

b. We strive to keep the Services up and running; however, they are not offered with a guaranteed level of quality of service and all online services suffer occasional disruptions and outages. In the event of an outage or disruption to the Service, you may temporarily not be able to retrieve Your Content. We recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.

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'll inform you if we intend to change these Terms. We may change these Terms if it is necessary due to (i) applicable law, including, but not limited to, a change of such law; (ii) an advice and/or order based on applicable law; (iii) the evolution of the Services; (iv) technical reasons; (v) operational requirements or (vi) an advantageous change of terms for the user. We'll inform you of the intended change before it takes effect, either through the user interface, in an email message or through other reasonable means. We'll provide you the opportunity to cancel the Services at least 30 days before the change becomes effective. 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 and close your Microsoft account in accordance with section 4.a.iv. We'll also expressly point to this fact when informing you about the intended change of these Terms.

b. We may automatically check your version of the software, which is necessary to provide the Services and download software updates or configuration changes, without charging you, to update, enhance and further develop the Services. You may also be required to update the software to continue using the Services. Such updates shall be subject to these Terms unless additional or other terms accompany the updates, in which case, those other terms apply. If you decline to accept the additional or other terms applicable to the updates, you may not receive or use the updates. 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. You may be provided with automatic or manual updates, which are not necessary to ensure the conformity of the Services for the reasons outlined in this section. By accepting these Terms, you hereby agree to be provided with such updates.

c. We continuously work to improve the Services and may change the Services or delete features or stop providing access to Third-Party Apps and Services in that respect at any time, including, without limitation, if our agreements with third parties no longer permit us to make their material available, if it is no longer feasible for us to provide it, the technology advances or if customer feedback indicates that a change is needed. We will notify you in advance if a change to the Services will cause you to lose access to Your Content. For paid Services, we'll also notify you in advance of other material changes to the Services. 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.j) or applications previously purchased. If we cancel a paid Service, we'll refund to you on a pro-rata basis the amount of payments that you've made corresponding to the portion of that Service remaining right before the cancellation.

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.

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 under these Terms. This licence does not give you any right to, and you may not, unlawfully:

- i. circumvent 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-authorised device (e.g. Xbox consoles, Microsoft Surface, etc.) by unauthorised third-party applications.

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. The price stated for the Services includes all applicable taxes, unless stated otherwise. You are solely responsible for paying such taxes or other charges. Taxes are calculated based on your location at the time your Microsoft account was registered, unless stated otherwise. **After we have given you notice that we did not receive an on-time, full payment from you, we may suspend or cancel the Services if you do not make the full payment within the relevant time.** 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. If you tell us to stop using your payment method and don't provide us with another payment method after our notice to you to do so within an appropriate timeframe, we may suspend or cancel your paid Service for good cause. Changes made to your billing account won't 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. As specified, 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 and, in the case of a price change as set out in section 9.j below. 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 three 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. You can manage recurring payments for select Services in your [Microsoft account](https://account.microsoft.com/services) (<https://account.microsoft.com/services>). By authorising recurring payments, you are authorising Microsoft to store your payment instrument and 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=618284) (<https://go.microsoft.com/fwlink/p/?linkid=618284>), where you can view and print your statement. For Skype, you can access your online statement by signing in to your account at www.skype.com (<https://www.skype.com>). This is the only billing statement that we provide. An invoice with VAT may be made available depending on the Service and country. If we make an error on your bill, we'll correct it promptly after you tell us (or we notice it) and we investigate the charge. We recommend that you tell us within 120 days after an obvious error first appears on your bill as it is easier for us to resolve the issue during that period. You can address your requests for these purposes to the customer support service, as indicated in section 4.e.

f. **Refund Policy.** You will be entitled to a cancellation period (a "**Cooling-Off Period**") of fourteen (14) days from the day of purchase, with or without cause. If the Service is partly delivered at the time of cancellation, you will get a pro-rated refund. You acknowledge the Cooling-Off Period ends at the time the Service is fully delivered to you, then your purchase cannot be refunded. When you purchase digital content from us, you will cease to have the right to cancel from the moment when you begin the download. Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. For all Services other than Skype, information and directions on how to cancel a Service and request a refund using our Withdrawal Form, if you are entitled to a refund, is provided on [Microsoft account management website](https://go.microsoft.com/fwlink/p/?linkid=618284) (<https://go.microsoft.com/fwlink/p/?linkid=618284>). 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>). If you believe that Microsoft has charged you in error, you must contact Microsoft and we will investigate the charge. 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 rights under applicable law. 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>).

g. **Terminating the Services.** You may cancel the Services on the services and subscriptions management page in your [Microsoft account](https://account.microsoft.com/) (<https://account.microsoft.com/>) or by contacting customer service as described above in section 4.e. Cancelling paid Services stops future charges to continue the Service. 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 obligated to pay cancellation charges; (iii) you may be obligated 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. We will process your Data as described above in section 4. If you cancel, your Services end 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 a trial period during which Microsoft will not charge you for the Services. Microsoft reserves the right to charge you for such Services (at the normal rate) if you breach the terms and conditions of the offer.

j. Price Changes. If there is a fixed term and price for your Service offer, that price will remain in force for the term. You will need to agree to any new offer and price if you want to continue the Services. If your Services are on a periodic basis (for example, monthly), with no specific time length, and isn't a trial offer, we may change the price of the Services if we change, add new or improve Service features, to the extent the costs of providing the Service have changed accordingly, or in response to market changes (for example, due to labour costs, currency fluctuations, changes in taxes/regulations, inflation, licence fees, infrastructure and administrative costs). We will inform you at least 30 days before the price change becomes effective. You have the right to cancel the Services before the price changes in accordance with section 9.g above. When we notify you of the price change, we will also inform you of the reasons and scope of the increase in prices and remind you of how you can cancel the Services. Depending on your location, we may require you to provide your explicit consent to the change and, if such consent is not received, terminate the Services at the end of the current billing period or the price change effective date. In all other cases, we will inform you that the new price will become effective if you don't cancel the Services, and we will also remind you of how you can cancel the Services.

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. 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. Late payments. In case of late payments, you must pay for the reasonable costs we incur to collect any past due amounts including lawyers' fees and other legal fees and costs, as permitted by law and regulations. We may suspend or cancel your Services if you fail to pay in full on time after we send you a reminder – with the threat of suspension and/or cancellation of the Services – to make your payment within an appropriate time. You can avoid suspension or cancellation if you make the required payment within the appropriate time set forth in the reminder. A different procedure will apply if the amount missing is marginal. Amounts missing below 2 per cent of the total invoice value will always be deemed marginal. Suspension or cancellation of the Services for non-payment could result in the loss of access to your Microsoft account.

m. 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>).

n. 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.

Contracting Entity, Choice of Law and Place to Resolve Disputes

10. Contracting Entity, Choice of Law and Place to Resolve Disputes. If you live in (or, if you are a business, your principal place of business is in) the European Union, Iceland, Liechtenstein, Norway, Switzerland or the United Kingdom, and you are using cost-free or paid Services, you are contracting with Microsoft Ireland Operations Limited, One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, Ireland (registered at the Companies Registration Office in Ireland under number 256796, VAT registration number: IE 8256796 U, with a registered address of 70 Sir John Rogerson's Quay, Dublin 2, Ireland). The laws of Ireland govern all claims related to cost-free and paid Services, but this shall not deprive you of the mandatory consumer protections under the law of the country to which we direct your Services where you have your habitual residence (or, if a business, where your principal place of business is located). With respect to jurisdiction, you and Microsoft agree to choose the courts of the country to which we direct your Services where you have your habitual residence (or, if a business, where your principal place of business is located) for all disputes arising out of or relating to these Terms, or in the alternative, you may choose the responsible court in Ireland.

Warranties

11. **Warranties.** If you are a consumer, you have certain rights under the law. These rights include an obligation on Microsoft to provide the Services using reasonable care and skill. Nothing in these terms is intended to limit or exclude our liability for any breach by Microsoft of this and you shall benefit from the legal warranty of conformity and hidden defects under the law of the country to which we direct your Services. Learn more about your statutory rights [here](https://www.microsoft.com/en-gb/store/b/aboutwarranties) (https://www.microsoft.com/en-gb/store/b/aboutwarranties). **SUBJECT TO THE WARRANTY ABOVE AND EXCEPT IN CASES IN WHICH WE HAVE HIDDEN DEFECTS IN BAD FAITH OR DEFECTS HAVE RENDERED USE OF THE SERVICES IMPOSSIBLE – AND EXCEPT FOR SKYPE PAID PRODUCTS – WE PROVIDE THE SERVICES “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE”. WE DON’T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS AREN’T FAULT-FREE AND THAT OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE CAN’T GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS AND VENDORS GIVE NO CONTRACTUAL GUARANTEES OR CONDITIONS. YOU HAVE ALL MANDATORY WARRANTIES FORESEEN BY LAW, BUT WE GRANT NO OTHER WARRANTIES. WE EXCLUDE ANY IMPLIED MANDATORY WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT AND NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

Limitation of Liability

12. Limitation of Liability.

- a. **Microsoft shall not be liable for Your Content, material or other third party material, including links to third-party websites and activities provided by users. Such content and activities are neither attributable to Microsoft nor do they represent Microsoft’s opinion.**
- b. **Microsoft shall only be liable if material obligations of the Agreement have been violated, or as otherwise required by applicable law.**
- c. **Microsoft, its vicarious agents and/or its legal representatives shall not be liable for any indirect damage, including financial loss, such as loss of profit, unless Microsoft, its vicarious agents and/or its legal representative have at least acted with gross negligence or willful misconduct.**
- d. **Any statutory no-fault liability of Microsoft, including statutory liability for breach of warranty, shall remain unaffected by the limitation of liability. The same shall apply to liability of Microsoft, its vicarious agents and/or its legal representatives in the event of fraud or their negligence resulting in personal injury or death.**
- e. 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.

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.

Xbox

a. Xbox.

- i. **Personal Non-Commercial Use.** The Xbox online service, [Xbox Game Studios games](#) (including Mojang Games) (<https://www.xbox.com/xbox-game-studios>), applications, subscriptions (e.g. Xbox Game Pass subscription service offerings), services (e.g. Xbox Cloud Gaming) 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 parties, including game developers and publishers, in order for Microsoft to deliver the Xbox Services and for the third-parties to operate non-Microsoft games and services. Additionally, if Xbox Services are accessed via third-party platforms, information about your game play, activities and usage of games and Xbox Services may be tracked and shared by such third-party platforms, subject to any third-party terms and privacy policies. 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 and usage-related information (including without limitation gamertag, gamer score, game score, game history, usage data 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 or other applications that you use 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, gamerpic, motto, avatar, gameclips 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, gamerpic, motto or avatar that you posted for any Xbox Services in whole or in part by any means or processes on any materials or support.
- 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 on the Xbox platform and may receive reports about your use of the Xbox Services. These features are exclusive to Xbox Services and may not transfer to other platforms.
- 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 are a legal adult in your country of residence. 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 associated with any one or more Xbox games or apps appearing or originating in the Xbox Services, or any other attributes associated with use of the Xbox Services or stored within the Xbox Services. Microsoft may change its offerings around game currency or virtual goods from time to time.
- 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. **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.
- ix. **Additional Subscription Terms and Conditions.** Xbox Services subscriptions are subject to additional terms and conditions set forth in the [Xbox Subscriptions Terms and Conditions](#) (<https://www.xbox.com/legal/subscription-terms>).
- x. **Inactive Xbox Service Subscriptions.** Microsoft may turn off your recurring billing and stop recurring charges in select countries if you do not use your Xbox Services subscription for a period of time. Microsoft will provide notice to you before turning off recurring billing. For more information, including the applicable period of inactivity, see [Inactivity Policy FAQ](#) (<https://support.xbox.com/help/subscriptions-billing/manage-subscriptions/xbox-subscription-inactivity-policy>).
- xi. **Additional end-user licence agreements and codes of conduct.** Some Xbox Services may have their own usage terms and codes of conduct.

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 and made available on Xbox consoles or any other experience that is branded Microsoft Store and made available on 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 are 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 submit a rating or review for 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 lightheadedness, 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

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. Microsoft Family Features are exclusive to Microsoft Services and are not transferable to other platforms. For example, Xbox-specific Family Safety settings will apply on Xbox console or via Xbox on PC or Mobile device but may not apply on other platforms.

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.

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 has limited obligations under applicable local or national rules, regulations or law to offer access to emergency services such as 911 or 112 emergency calling ("**Emergency Services**") through Skype, Microsoft Teams and GroupMe.
- ii. Only limited software versions of the Skype to Phone feature of Skype may support calls to Emergency Services in a very limited number of countries and depending on the platform used. You can find details about availability and how to configure this feature here: <http://www.skype.com/en/legal/emergency-calling/>. If your Skype to Phone emergency call is connected, you will need to provide the details of your physical location to enable the emergency services to respond to you. Microsoft does not guarantee that your emergency call will be connected. Find out more about calling 112, the dedicated emergency number for the EU at www.skype.com/go/emergency.
- iii. **Changes to Skype paid products.** If we make changes to Skype paid products which are detrimental to you, we'll give you at least thirty days' notice of the changes and inform you of your right to terminate the affected product before it changes. If you do not terminate the product before the changes take effect, you agree to the changes. We will expressly inform you of this fact when we notify you.
- iv. **APIs or Broadcasting.** If you want to use Skype 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 Microsoft you must comply with the applicable licensing terms, which are available at www.skype.com/go/legal.
- v. **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>.
- vi. **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.
- vii. **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.
- viii. **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>.
- ix. **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 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.
- x. **Skype Charges and Refunds.** 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 the rates for calling phones and premium rate numbers that are not part of a subscription. If the changes are substantial and not advantageous to you (e.g. if we increase the rates), we will inform you by email or in some other appropriate manner at least thirty (30) days before the rate changes take effect. After thirty (30) days, the new rates will apply to your next call. You can find the current rates at www.skype.com/go/allrates. If you do not accept the new rates you should not make a call. Fractional call minutes and fractional cent charges will be rounded up to the next whole unit. All prices for Skype paid products are inclusive of applicable taxes, including VAT, unless otherwise stated. VAT is calculated based on the billing address provided. You explicitly waive any right to VAT reimbursement from Microsoft if the amount of VAT ultimately payable by the latter to the tax authorities would for any reason be lower than the amount of VAT collected from you. Skype paid products are not available to customers in Mount Athos, Canary Islands, French Overseas Departments, Aland Islands, Channel Islands, Heligoland Island, Büsingen / Buesingen Territory, Ceuta, Melilla, Livigno, Campione d'Italia and Italian Waters of Lake Lugano. If you have made use of a Skype paid product, your Cooling-Off Period will be extinguished and your purchase cannot be cancelled or refunded. Expenditure of Skype Credit, allocation of a Skype Number or use of a subscription amounts to 'full delivery' and/or 'use' of a Skype paid product. You expressly agree that Skype Numbers may be allocated before the end of the Cooling-Off Period and become non-refundable upon allocation. Outside of the Cooling-Off Period, only unused or unexpired Skype subscriptions are refundable subject to these Terms. The Cooling-Off Period and refunds do not apply to Skype paid products that are (i) purchased via a third party partner, (ii) paid for in cash using third-party payment methods (such as a cash payment wallet), (iii) not directly purchased online from Microsoft (e.g. vouchers or pre-paid cards) or (iv) allocated to your account by a third party. 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.
- xi. **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>. 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 by your chosen payment method every time your Skype balance goes below the threshold set by Skype from time to time. If

amount and by 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.

xii. **International Message Fees.** GroupMe currently uses US-based numbers for each group created. Every text message sent to or received from a GroupMe number will count as an international text message sent to or received from the United States. Depending upon your location, Microsoft Teams may be using a phone number that could count as an international text message. Please check with your provider for the associated international rates.

Bing and MSN

f. Bing and Microsoft Start (including MSN).

i. **Bing and Microsoft Start Materials.** The articles, text, photos, maps, videos, video players and third-party material available on Bing and Microsoft Start, including through Microsoft bots, applications and programs, are for your non-commercial, personal use only. Other uses, such as 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.

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 licence to use, reproduce, save, modify, aggregate, promote, transmit, display and distribute your Data and Your Content (including intellectual property rights in your Data and Your Content), and sub-license any or all of the foregoing rights to third parties.

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 post code 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 the 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 which is necessary to provide the Services and download software updates or configuration change, without charging you or require any manufacturers of Cortana-enabled devices to keep the Cortana Services software up to date.

Microsoft Apps And Services

h. Microsoft 365 Apps and Services.

i. **Use Terms.** Microsoft 365 Family, Microsoft 365 Personal, Microsoft 365 Basic, Sway, OneNote.com and any other Microsoft 365 app or Service or Office-branded Service is 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 app or subscription Service is governed by supplemental licence terms located at <https://aka.ms/useterms> together with these Terms.

ii. **Additional Outlook Terms.** 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/?linkid=9710837 and the Microsoft Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

Health Bots

i. **Health Bots.** Health bots, which may include action plans, insights, reminders and other features, are not medical devices and are only intended for fitness and wellness purposes with a programme issued by a care provider. They are not designed or intended as substitutes for professional medical advice or for use in the diagnosis, cure, mitigation, prevention or treatment of disease or other conditions. You assume full responsibility for your use of health bots. Microsoft is not responsible for any decision you make based on information you receive from health bots. You should always consult a doctor with any questions you may have regarding a medical condition, diet, fitness or wellness programme before using health bots. Never disregard professional medical advice or delay in seeking it because of information that you accessed on or through the Services. As with any technology, health bots may not work as intended for a variety of reasons including loss of power or connectivity.

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.

Microsoft Storage

k. Microsoft Storage.

i. **OneDrive Storage Allocation.** If you have more content stored in your OneDrive than is provided to you under the terms of your free or paid subscription service for Microsoft storage 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 within 30 days of providing you notice (or any longer period specific in the notice), we reserve the right to close your account and delete or disable access to Your Content on OneDrive. Read more about storage quotas [here](https://prod.support.services.microsoft.com/office/how-does-microsoft-storage-work-2a261b34-421c-4a47-9901-74ef5bd0c426) (<https://prod.support.services.microsoft.com/office/how-does-microsoft-storage-work-2a261b34-421c-4a47-9901-74ef5bd0c426>).

ii. **OneDrive 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.

iii. **OneDrive Notice of Expiration.** We will give you at least one month's notice before closing your OneDrive account for inactivity under section 4.a.ii. If you are a paid subscriber, we won't close your account for inactivity during any period where you have paid for your OneDrive usage.

iv. **Changes to Services.** We will notify you at least 30 days in advance if any change to free or paid Microsoft storage services will cause you to lose access to Your Content on OneDrive.

v. **Paid Subscriptions.** If we reduce your Microsoft storage limits or cancel the OneDrive service, you may cancel your paid subscription and we will provide you with a pro-rated refund for such subscription. We will provide you at least 30-days' notice of any such change and you must cancel within the period set forth in the notice.

vi. **Outlook.com Storage Allocation.** If you exceed your Outlook.com mailbox storage quota or your Microsoft storage quota that is provided to you under a free or paid subscription, you will be unable to send or receive messages until you remove excess content or move to a new subscription with sufficient storage. If you fail to remove excess content or obtain sufficient additional storage after receiving notice from Microsoft, we reserve the right to delete or disable access to Your Content. Read more about storage quotas [here](https://prod.support.services.microsoft.com/office/how-does-microsoft-storage-work-2a261b34-421c-4a47-9901-74ef5bd0c426) (<https://prod.support.services.microsoft.com/office/how-does-microsoft-storage-work-2a261b34-421c-4a47-9901-74ef5bd0c426>).

Microsoft Cashback

I. **Microsoft Cashback.** The Microsoft Cashback programme (“Cashback”) allows Microsoft customers to earn cash back awards when shopping with participating retailers using certain Microsoft products and services like Bing.com and Microsoft Edge. By enrolling in Cashback or activating a Cashback offer, you accept and agree to the [Cashback Terms and Conditions](https://www.microsoft.com/bing/rebates-terms) (https://www.microsoft.com/bing/rebates-terms). Certain eligibility criteria, restrictions and other limitations apply to your participation in Cashback; for more information, see the [Cashback FAQ](https://www.bing.com/rebates/faq) (https://www.bing.com/rebates/faq).

m. Microsoft Rewards.

- i. **General Information.** Microsoft Rewards (the "**Rewards Programme**") is free to join, and it enables you to earn points ("**Points**") for certain activities and for personal use of certain Microsoft products and services. If you have a Microsoft account and are located in a participating Region (defined below), you have been automatically enrolled in the Rewards Programme and can begin earning Points immediately. You can cancel your participation in the Rewards Programme at any time by following the instructions below.
- ii. You can redeem your Points in a variety of ways ("**Redemption Options**"), including for certain products and services listed on the [Redemption Page](https://aka.ms/redeemrewards) at <https://aka.ms/redeemrewards> ("**Rewards**"). To be eligible to redeem your Points for any Redemption Option, you must first activate your Rewards Programme account ("**Rewards Account**") on the [Rewards Dashboard](https://rewards.microsoft.com/) at <https://rewards.microsoft.com/> or on certain other Microsoft sites and pages. There is no cost to activate your Rewards Account.
- iii. Certain restrictions and limitations apply to earning, redeeming and other uses of Points in the Rewards Programme. For more information see the Rewards section at <https://support.microsoft.com> ("**FAQ**").
- iv. **Requirements.** You need a valid Microsoft account and you must reside in one of the geographic areas listed in the FAQ ("**Regions**") to activate your Rewards Account and to earn, redeem or otherwise use Points. You may open and use only one Rewards Account, even if you have multiple email addresses. Each household is limited to six Rewards Accounts. The Rewards Programme is solely for your personal and non-commercial use. Use of a virtual private network (VPN) or other technology or service that can be used to mask or obfuscate your geographic location may result in cancellation of your Rewards Account and forfeiture of your accrued Points.
- v. **Earning Points.** You may be presented with opportunities to earn Points for certain qualifying activities ("**Offers**"), such as Searches, Acquisitions, use of certain Microsoft products and services and other opportunities from Microsoft. You must have an active Rewards Account to take advantage of such Offers. After completing requirements for certain Offers, you may be required to claim the Points on the Rewards Dashboard before the Points are earned and added to your Rewards Account. Failure to claim the Points within the time specified by Microsoft may result in the Points being forfeited. Eligible Offers may vary by Region and may only be available for a certain time or subject to other limitations. You must comply with all terms and conditions of a particular Offer to earn Points awarded with that Offer. You may be presented with Offers directly on the Rewards Dashboard or when you use certain Microsoft products and services. From time to time, Microsoft may offer or award you additional Points in its sole discretion and with or without prior notice, including for what Microsoft determines to be good-faith Searches and other interactions with Microsoft services.
- vi. For purposes of the Rewards Programme, 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; a "Search" does not include queries not intended or used for genuine good-faith personal research purposes or a query entered by a bot, macro or other automated or fraudulent means of any kind. For purposes of the Rewards Programme, an "**Acquisition**" is the process of purchasing goods or downloading and acquiring a licence for digital content directly from Microsoft, whether free or paid. Points are not offered for every Acquisition from Microsoft, and certain restrictions may apply.
- vii. **Restrictions and Limitations on Points.** Points are awarded by Microsoft to individual Rewards Accounts and cannot be transferred to any other person or entity. Notwithstanding the foregoing, Microsoft may from time to time in its sole discretion permit you (i) to share your Points within your household (limits may apply), (ii) to contribute your Points to support a non-profit organisation listed on the Redemption Page, or (iii) depending on your Region and subject to other terms and conditions, to redeem all or some of your Points for points in certain other rewards or loyalty programmes, including programs operated by Microsoft or authorised third parties. Points are and remain at all times the property of Microsoft, and do not constitute your personal property; they have no cash value, and you may not obtain any cash or money in exchange for them. Points are awarded to you on a promotional basis only. You cannot purchase Points. Microsoft may limit the quantity of Points or Rewards that can be earned or redeemed per person, per household or over a set period (e.g. a day) provided that you are not disadvantaged in breach of good faith; please refer to the FAQ for currently applicable limitations. Unless an Offer or Redemption Option explicitly states otherwise, 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 associated with your Rewards Account expire if you do not earn or redeem any Points in your Rewards Account for 18 consecutive months.**
- viii. **Redemptions** Redemption Options will be made available to you on the Redemption Page and on certain other Microsoft sites and pages. You must earn and have available in your Rewards Account all of the Points required for a Redemption Option before you can redeem your Points for that Redemption Option. 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, such as your mailing 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 certain Redemption Options. Once you redeem your Points, you cannot cancel or return the Redemption Option for a refund of Points except in the case of defective products or as required by applicable law. If you select a Redemption Option that is out of stock or unavailable for other reasons, we may substitute a Redemption Option of comparable value or refund your points at our sole discretion.
- ix. Microsoft may update or discontinue offering specific Redemption Options at any time for any reason. Some Redemption Options may have age or Region eligibility requirements, or other terms or conditions on their redemption or use. Any such requirements or conditions will be included in the relevant redemption offer. You are responsible for all taxes and any other costs of accepting and using the Redemption Option. 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 may not be resold. You may redeem no more than 550,000 Points per calendar year in the Rewards Programme.
- x. **Cancelling Your Rewards Account.** If you no longer wish to participate in the Rewards Programme, follow the instructions on the [opt out page](https://account.microsoft.com/rewards/optout?confirm=false) (<https://account.microsoft.com/rewards/optout?confirm=false>) to cancel your Rewards Account. If you cancel your Rewards Account,

you will immediately forfeit all of your earned Points and will lose your ability to earn new Points in the future. To begin earning Points again, you must open a new Rewards Account (but Microsoft will not reinstate any previously forfeited Points). **Your Rewards Account may be cancelled (and your Points forfeited) if you do not log in to your Microsoft account for 18 consecutive months.**

xi. **Programme Changes or Discontinuation.** Microsoft reserves the right to change, modify, discontinue or cancel the Rewards Programme or any part thereof at any time, in its sole discretion and without prior notice. However, if the Rewards Programme is cancelled or discontinued, we will make reasonable efforts to notify you by email and on the Rewards Dashboard and to provide you with at least 90 days to redeem your accrued Points, unless we determine that such cancellation must take effect immediately for legal or security reasons.

xii. **Other Terms.** Microsoft reserves the right to immediately cancel your Rewards Account, disqualify you from future participation in the Rewards Programme, forfeit all of your earned Points and cancel or suspend any Redemption Option you have obtained through the Rewards Programme if Microsoft believes you have tampered with, abused or defrauded any aspect of the Rewards Programme or breached these terms. Microsoft further reserves the right to cancel or suspend any Redemption Option you have obtained or attempted to obtain through the Rewards Programme if Microsoft determines you are ineligible to receive that Redemption Option for legal reasons (such as export laws). While Microsoft makes every effort to ensure accuracy, errors occasionally occur. Microsoft therefore reserves the right to correct such errors at any time, even if it affects current Offers or your pending, earned or redeemed Points or Rewards. In the event of any inconsistency or discrepancy between these Rewards Programme terms or other statements contained in any related materials or advertising, these terms prevail, govern and control.

Azure

n. **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>.

Microsoft Soundscape

o. **Microsoft Soundscape.** You acknowledge that Microsoft Soundscape (1) is not designed, intended or made available as a medical device and (2) is not designed or intended to be a substitute for professional medical advice, diagnosis, treatment or judgment and should not be used to replace or as a substitute for professional medical advice, diagnosis, treatment or judgment.

Power Platform

p. **Power Platform.** Your use of the Power Platform service is governed by the terms and conditions of the separate agreement under which you obtained the services, as detailed on the Power Platform Legal Information page at [Microsoft Power Platform](https://powerplatform.microsoft.com/en-us/business-applications/legal/) (<https://powerplatform.microsoft.com/en-us/business-applications/legal/>).

Dynamics 365

q. **Dynamics 365.** Your use of the Dynamics 365 service is governed by the terms and conditions of the separate agreement under which you obtained the services, as detailed on the Dynamics 365 Legal Information page at [Microsoft Dynamics 365](https://dynamics.microsoft.com/business-applications/legal/) (<https://dynamics.microsoft.com/business-applications/legal/>).

Copilot AI Experiences

r. **Copilot AI Experiences.** Your use of Copilot AI Experiences (except Copilot with commercial data protection) is governed by the supplemental terms and conditions under which you obtained those services as detailed at [Copilot – Terms of Use \(bing.com\)](https://www.bing.com/new/termsfuse#content-policy) (<https://www.bing.com/new/termsfuse#content-policy>) together with these Terms. If you are a Microsoft Copilot with commercial data protection user, please visit this page to review the terms of use that apply to you, together with these Terms: <https://aka.ms/BCETermsOfUse>.

AI Services

- s. **AI Services.** "AI services" are services that are labelled or described by Microsoft as including, using, powered by or being an Artificial Intelligence ("AI") system.
- i. **Assistive AI.** AI services are not designed, intended or to be used as substitutes for professional advice.
 - ii. **Reverse Engineering.** You may not use the AI services to discover any underlying components of the models, algorithms and systems. For example, you may not try to determine and remove the weights of models or extract any parts of the AI services from your device.
 - iii. **Extracting Data.** Unless explicitly permitted, you may not use web scraping, web harvesting or web data extraction methods to extract data from the AI services.
 - iv. **Limits on use of data from the AI Services.** You may not use the AI services, or data from the AI services, to create, train or improve (directly or indirectly) any other AI service.
 - v. **Use of Your Content.** As part of providing the AI services, Microsoft will process and store your inputs to the service as well as output from the service, for purposes of monitoring for and preventing abusive or harmful uses or outputs of the service.
 - vi. **Ownership of Content.** Microsoft doesn't claim ownership of any content you provide, post, input, or submit to or receive from the AI services (including feedback and suggestions). You'll need to make your own determination regarding the intellectual property rights you have in output content and its usability, taking into account, among other things, your usage scenario(s) and the laws of the relevant jurisdiction. You warrant and represent that you own or otherwise control all of the rights to your content as described in these Terms including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the content.
 - vii. **Content credentials.** When you use AI to generate certain content with our AI services, Microsoft stores information about its creation and associates this information and the content with a content credential. You may not create content with the purpose of removing or altering content credentials or other provenance methods, marks or signals that indicate that an output was generated by the AI services or otherwise use the AI services to create content for the purpose of misleading others about whether an output was generated by the AI services.
 - viii. **Third-party claims.** You are solely responsible for responding to any third-party claims regarding Your use of the AI services in compliance with applicable laws (including, but not limited to, copyright infringement or other claims relating to content output during Your use of the AI services).

European Accessibility Act (EAA)/Directive (EU) 2019/882

- t. **European Accessibility Act (EAA)/Directive (EU) 2019/882.** Services subject to the EAA are designed to conform to accessibility standard ETSI EN 301 549. Microsoft tests covered Services to assess conformance to the standard. Descriptions of individual Services and how to use them may be found on the website for the Service or within the Service itself.

Miscellaneous

14. **Miscellaneous.** This section, and sections 1, 9 (for amounts incurred before the end of these Terms), 10, 11, 12, 16 and those that by their terms apply after it ends will survive any termination or cancellation of these Terms. We may assign, transfer or otherwise dispose of our rights and obligations under these Terms, in whole or in part, so long as such assignment, transfer or disposal isn't to your detriment, at any time without notice. You may not assign, transfer or otherwise dispose of these Terms or any rights to use the Services. If you live in Germany, you are not prevented from assigning any monetary claim against Microsoft. This is the entire agreement between you and Microsoft for your use of the Services. It supersedes any prior agreements between you and Microsoft regarding your use of the Services. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, those terms shall be deemed replaced with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. These Terms are solely for your and our benefit. It isn't for the benefit of any other person, except for Microsoft's successors and assigns. Section headings are for reference only.
15. **Waiver of end-user consumer protection provisions.** If you are a microenterprise, small enterprise or a not-for-profit organisation, you agree to waive any and all entitlements that you would otherwise have under the European Electronic Communications Code (Directive 2018/1972) Article 102 paragraphs 1, 3 and 5, Article 105 paragraph 1 and Article 107 paragraphs 1 and 3.
16. **Export Laws.** You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users and end use. For further information on geographic and export restrictions, visit <https://www.microsoft.com/exporting>.
17. **Reservation of Rights and Feedback.** Except as expressly provided under these Terms, Microsoft does not grant you a licence or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Microsoft or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to Microsoft any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Feedback"), you give to Microsoft, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialise your Feedback in any way and for any purpose. You will not give Feedback that is subject to a licence that requires Microsoft to license its software, technologies or documentation to any third party because Microsoft includes your Feedback in them.

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Microsoft uses the processes set out in Title 17, United States Code, Section 512, and, where applicable, Chapter III of Regulation (EU) 2022/2065, to respond to notices of copyright infringement. In appropriate circumstances, Microsoft may also disable or terminate accounts of users of Microsoft services who may be repeat infringers. Furthermore, in appropriate circumstances, Microsoft may suspend processing notices by individuals or entities that frequently submit unfounded notices. A further explanation of the applicable procedures for a given Service, including possible redress for decisions taken by Microsoft as part of these procedures, may be found at [Notices of Infringement](https://www.microsoft.com/legal/intellectualproperty/infringement) (<https://www.microsoft.com/legal/intellectualproperty/infringement>).

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STANDARD APPLICATION LICENCE TERMS

**STANDARD APPLICATION LICENCE TERMS
FOR APPLICATIONS OFFERED IN THE EUROPEAN ECONOMIC AREA**

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The application publisher means the entity licensing the application to you, as identified in the Store.

If you comply with these licence terms, you have the rights below.

1. **INSTALLATION AND USE RIGHTS.** You may install and use the application on Windows devices or Xbox consoles as described in Microsoft's [Usage Rules](https://go.microsoft.com/fwlink/p/?LinkId=723143) (https://go.microsoft.com/fwlink/p/?LinkId=723143). Microsoft reserves the right to modify Microsoft's [Usage Rules](https://go.microsoft.com/fwlink/p/?LinkId=723143) (https://go.microsoft.com/fwlink/p/?LinkId=723143) at any time.

2. INTERNET-BASED SERVICES.

a. **Consent for Internet-based or wireless services.** If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of the services accessed using the application, those terms also apply.

b. **Misuse of Internet-based services.** You may not use any Internet-based service in any way that you intentionally harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorised access to any service, data, account or network by any means.

3. **SCOPE OF LICENCE.** The application is licensed, not sold. This agreement only gives you some rights to use the application. If Microsoft disables the ability to use the applications on your devices pursuant to your agreement with Microsoft, any associated licence rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

- a. Work around any technical limitations in the application.
- b. Reverse engineer, decompile or disassemble the application, except and only to the extent that it is expressly permitted by applicable copyright law provisions for computer programs.
- c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.
- d. Publish or otherwise make the application available for others to copy.
- e. Rent, lease or lend the application.
- f. Transfer the application or this agreement to any third party.

4. **DOCUMENTATION.** If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.

5. **TECHNOLOGY AND EXPORT RESTRICTIONS.** The application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users and end use. For information on Microsoft branded products, go to the [Microsoft exporting website](https://go.microsoft.com/fwlink/?linkid=868967) (https://go.microsoft.com/fwlink/?linkid=868967).

6. **SUPPORT SERVICES.** Contact the application publisher to determine if any support services are available. Microsoft, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) are not responsible for providing support services for the application.

7. **ENTIRE AGREEMENT.** This agreement, any applicable privacy policy, any additional terms that accompany the application and the terms for supplements and updates are the entire licence agreement between you and application publisher for the application.

8. APPLICABLE LAW.

a. **United States and Canada.** If you acquired the application in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them and all other claims (including consumer protection, unfair competition and tort claims), regardless of conflict of laws principles.

b. **Outside the United States and Canada.** If you acquired the application in any other country, the laws of that country apply.

9. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

10. **DISCLAIMER OF WARRANTY.** The application is licensed "as-is", "with all faults" and "as available". The application publisher, on behalf of itself, Microsoft (if Microsoft isn't the application publisher), wireless carriers over whose network the application is provided, and each of our respective affiliates, vendors, agents and suppliers ("Covered Parties"), give no additional contractual warranties,

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- c. The application publisher, its vicarious agents and/or its legal representatives shall not be liable for any unforeseeable damage and/or financial loss with respect to any indirect damage, including loss of profit, unless the application publisher, its vicarious agents and/or its legal representatives have at least acted with gross negligence or willful misconduct.
- d. Any statutory no-fault liability of the application publisher, including, without limitation, liability under the product liability act and statutory liability for breach of warranty, shall remain unaffected by the limitation of liability. The same shall apply to liability of the application publisher, its vicarious agents and/or its legal representative in the event of fraud or their negligence resulting in personal injury or death.
- e. No other contractual and legal claims besides those covered in subsections (a) to (e) of this section 11 may result from these application licence terms and/or the use of the application or services made available through the application.

Covered Services

The following products, apps and services are covered by the Microsoft Services Agreement, but may not be available in your market.

Account.microsoft.com

Apps and services included with Microsoft 365 Basic

Apps and services included with Microsoft 365 consumer subscriptions

Apps and services included with Microsoft 365 Family

Apps and services included with Microsoft 365 Personal

Bing Apps

Bing Dictionary

Bing Image and News (iOS)

Bing Maps

Bing Pages

Bing Rebates

Bing Search APIs/SDKs

Bing Search app

Bing Translator

Bing Webmaster

Bing.com

Bingplaces.com

Clipchamp

Collections

Cortana skills by Microsoft

Cortana

Default Homepage and New Tab Page on Microsoft Edge

Dev Center 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

Image Creator from Microsoft Designer

LineBack

Link to Windows

Maps App

Microsoft 365 Business Standard, Microsoft 365 Business Basic, Microsoft 365 Apps, Microsoft 365 app, Microsoft 365 Copilot and Microsoft 365 Copilot Chat*

*Until a commercial domain is established for use of these services, at which time separate Microsoft commercial terms will govern instead.

Microsoft 365 Consumer

Microsoft 365 Family

Microsoft 365 for the web

Microsoft 365 optional connected experiences

Microsoft 365 Personal

Microsoft Academic

Microsoft account

Microsoft Add-Ins for Skype

Microsoft Bots

Microsoft Collections

Microsoft Copilot

Microsoft Defender for individuals

Microsoft Educator Community

Microsoft Family

Microsoft Films & TV

Microsoft Health

Microsoft Launcher

Microsoft Loop

Microsoft Maths Solver

Microsoft Pay

Microsoft Pix

Microsoft Reading Coach

Microsoft Research Interactive Science

Microsoft Research Open Data

Microsoft Research Open Data
Microsoft Rewards
Microsoft Search in Bing
Microsoft Soundscape
Microsoft Support and Recovery Assistant for Office 365
Microsoft Sway
Microsoft Teams
Microsoft Translator
Microsoft Wallpaper
Minecraft games
Minecraft Realms Plus and Minecraft Realms
Mixer
MSN (formerly known as Microsoft Start)
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 Store
OneDrive.com
OneDrive
OneNote.com
Outlook.com
Paint 3D
Phone Link
Presentation Translator
rise4fun
Seeing AI
Send
Skype in the Classroom
Skype Manager
Skype.com
Skype
Smart Search
SMS Organiser App
Snip Insights
Spreadsheet Keyboard
Store
Sway.com
The free version of Microsoft 365
to-do.microsoft.com
Translator for Microsoft Edge
Translator Live
Universal Human Relevance System (UHRS)
UrWeather
ux.microsoft.com
Video Breakdown
Visio Online
Web Translator
whiteboard.office.com
Windows games, apps and websites published by Microsoft
Windows Live Mail
Windows Live Writer
Windows Movie Maker
Windows Photo Gallery
Windows Store
Xbox Cloud Gaming
Xbox Game Pass
Xbox Game Studios games, apps and websites
Xbox Live Gold

Xbox Live Gold

Xbox Live

Xbox Music

Xbox Store

Affiliate Contracting Entities (For Paid Services Under Section 10(b))

There are no affiliate contracting entities at this time. Microsoft Ireland Operations Limited is your contracting entity.