

Microsoft Services Agreement

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IF YOU LIVE IN THE UNITED STATES, SECTION 10 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE WITH MICROSOFT. PLEASE READ IT.

Thank you for choosing Microsoft!

This is an agreement between you and Microsoft Corporation (or based on where you live one of its affiliates) that describes your rights to use the software and services identified in section 1.1. For your convenience, we have phrased some of the terms of this agreement in a question and answer format. You should review the entire agreement because all of the terms are important and together create a legal agreement, once accepted by you, that applies to you.

1. Scope of agreement, acceptance, and changes

1.1. What services are covered by this agreement? This agreement applies to Microsoft Hotmail, Microsoft SkyDrive, Microsoft account, Windows Live Messenger, Windows Photo Gallery, Windows Movie Maker, Microsoft Mail Desktop, Windows Live Writer (the foregoing are collectively referred to as the "Microsoft branded services"), Bing, MSN, Office.com, and any other software, website, or service that links to this agreement (collectively the "services").

1.2. What terms must I abide by when using the services? Our goal is to create a safer and more secure environment and therefore we require that, when using the services, users abide by these terms, the [Microsoft Anti-Spam Policy](http://go.microsoft.com/fwlink/?LinkId=117951) (<http://go.microsoft.com/fwlink/?LinkId=117951>) and the [Microsoft Code of Conduct](http://go.microsoft.com/fwlink/?LinkId=266426) (<http://go.microsoft.com/fwlink/?LinkId=266426>), which are incorporated into this agreement by this reference (the "agreement").

1.3. How do I accept this agreement? By using or accessing the services, or by agreeing to these terms where the option is made available to you in the user interface, you agree to abide by this agreement without modification by you. If you do not agree, you may not use the services.

1.4. Can Microsoft change these terms after I have accepted them? Yes. From time to time, Microsoft may change or amend these terms. If we do, we will notify you, either through the user interface, in an email notification, or through other reasonable means. Your use of the services after the date the change becomes effective will be your consent to the changed terms. If you do not agree to the changes, you must stop using the services and cancel any paid services by following the instructions in section 9.10. Otherwise, the new terms will apply to you.

1.5. What types of changes can I expect to the services? We continuously work to improve the services and may change the services at any time. Additionally, there are reasons why Microsoft may stop providing portions of the services, including (without limitation) that it's no longer feasible for us to provide it, the technology advances, customer feedback indicates a change is needed, or external issues arise that make it imprudent or impractical to continue. We may release the services or their features in beta version, which may not work correctly or in the same way the final version may work.

2. Microsoft account

2.1. What is a Microsoft account? To access portions of the services, such as the Microsoft branded services, you will need a Microsoft account. The Microsoft account, formerly known as Windows Live ID, is the credentials you will use to authenticate with our network. To create a Microsoft account, you must provide a user name and password, certain demographic information, and "account proofs," such as an alternate email address or phone number. Existing Microsoft account holders may need to provide "account proofs" to continue using their Microsoft account. You are responsible for keeping your account information and password confidential and are responsible for all activity that occurs under your Microsoft account. You can use your Microsoft account to gain access to other Microsoft products, websites, or services (like Windows, Xbox LIVE, and Windows Phone); however, the terms and conditions for those products, websites, or services, if different from this agreement, may also apply to your use of that product, website, or service. **The Microsoft branded services require that you sign into your Microsoft account periodically, at a minimum every 270 days, to keep the Microsoft branded services portion of the services active, unless provided otherwise in an offer for a paid portion of the services. If you fail to sign in during this period, we may cancel your access to the Microsoft branded services. If the Microsoft branded services are canceled due to your failure to sign in, your data may be permanently deleted from our servers.**

2.2. What if I can't access my Microsoft account? If you've forgotten your password or otherwise can't access your Microsoft account, you can recover your Microsoft account by visiting the [Reset your password](http://go.microsoft.com/fwlink/?LinkId=238656) webpage (<http://go.microsoft.com/fwlink/?LinkId=238656>). Microsoft doesn't guarantee that your Microsoft account will be restored or your content (as defined later) will be safeguarded.

2.3. What if I obtained my Microsoft account from someone other than Microsoft? In some cases, we allow you to obtain your Microsoft account through a third party, like a school, a business, an Internet service provider, or the administrator of a [managed domain](http://www.domains.live.com) (<http://www.domains.live.com>). In such cases, that third party may have additional rights over your Microsoft account, like the ability to reset your password, view your account usage or profile data, read or store content in your account, or suspend or cancel your Microsoft account. In these cases, you are subject to this agreement and any additional terms of use from that third party, which should be made available to you by such third party. If you are the administrator of the managed domain, you are responsible for all activity that takes place within the accounts on the managed domain.

3. Content

3.1. Who owns the content that I put on the services? Content includes anything you upload to, store on, or transmit through the services, such as data, documents, photos, video, music, email, and instant messages ("content"). Except for material that we license to you that may be incorporated into your own content (such as clip art), we do not claim ownership of the content you provide on the services. Your content remains your content, and you are responsible for it. We do not control, verify, pay for, or endorse the content that you and others make available on the services.

3.2. Who can access my content? You have initial control over who may access your content. If you share content in public areas of the services or in shared areas available to others you've chosen, you agree that anyone you have shared content with may, for free, use, save, reproduce, distribute, display, and transmit that content in connection with their use of the services and other Microsoft, or its licensees', products and services. If you don't want others to have that ability, don't use the services to share your content. If you use or share content on the services in a way that infringes others' copyrights, trademarks, other intellectual property rights, or privacy rights, you are breaching this agreement. You represent and warrant that for the duration of this agreement you have (and will have) all the rights necessary for the content you upload or share on the services and that the use of the content, as contemplated in this section 3.2, won't violate any law.

3.3. What does Microsoft do with my content? When you upload your content to the services, you agree that it may be used, modified, adapted, saved, reproduced, distributed, and displayed to the extent necessary to protect you and to provide, protect and improve Microsoft products and services. For example, we may occasionally use automated means to isolate information from email, chats, or photos in order to help detect and protect against spam and malware, or to improve the services with new features that makes them easier to use. When processing your content, Microsoft takes steps to help preserve your privacy.

3.4. Does Microsoft have voice enabled services? Yes. If you use voice enabled services, you consent to Microsoft recording and collecting your voice input. The voice input will be used to provide the voice enabled services to you and improve Microsoft products and services. Microsoft won't use your voice input for any other purpose.

3.5. What type of content isn't permitted? Content that violates this agreement, which includes the [Microsoft Anti-Spam Policy](http://go.microsoft.com/fwlink/?LinkId=117951) (<http://go.microsoft.com/fwlink/?LinkId=117951>) and the [Microsoft Code of Conduct](http://go.microsoft.com/fwlink/?LinkId=266426) (<http://go.microsoft.com/fwlink/?LinkId=266426>) or your local law isn't permitted on the services. Microsoft reserves the right to review content for the purpose of enforcing this agreement. Microsoft may block or otherwise prevent delivery of any type of email, instant message, or other communication to or from the services as part of our effort to protect the services or our customers, or otherwise enforce the terms of this agreement.

3.6. Can Microsoft remove my content from the services? Yes. We may ask you to remove your content from the services if it violates this agreement or the law. Failure to comply may result in loss of access to, or cancellation of, the services or your Microsoft account. Additionally, Microsoft may remove your content without asking you if we determine it's in violation of this agreement or the law, or if we receive a notice of intellectual property infringement from a third party.

4. Services cancellation

4.1. What happens if I don't abide by these terms? If you violate this agreement, we may take action against you including (without limitation) removing your content from the services, suspending your access to the services, asking you to refrain from certain activities, canceling your services, and/or referring such activity to appropriate authorities. Additionally, we enforce a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are repeat infringers. In the event we take action against you for a violation of this agreement, we may permanently delete, and you may permanently lose, some or all of your content stored on the services and/or we may cancel your services in their entirety. Data that is deleted may be irretrievable.

4.2. Are there other ways I could lose access to the services? Yes. Portions of the services require that you sign into your Microsoft account at least once every 270 days. Failing to do so will (unless provided otherwise in an offer for paid services) result in a closure of your access to and use of that portion of the services, and you may permanently lose your content on that portion of the services. If you sign up for a paid portion of the services and fail to make an on-time payment, we may suspend or cancel that service (see section 9.1 for more details).

4.3. How can I terminate the services? You may terminate the services at any time and for any reason. You can do this by going to your [Account](https://account.live.com) webpage (<https://account.live.com>) and following the account closure process. To cancel a paid portion of the services, see section 9.10. If you are canceling your services, the quickest means of eliminating your content on the services is to manually remove it from the various components of the services (for example, manually delete your email). However, please note that while content you have deleted or that is associated with a closed account may not be accessible to you, it may still remain on our systems for a period of time.

4.4. What happens if my services are canceled or terminated? If your services are canceled or terminated (whether by you or us), your right to use the services stops immediately and your license to use our software ends. You must then uninstall the software, or, alternatively, we may disable it. **If your services are canceled or terminated, we may permanently delete your content from our servers and we have no obligation to return content to you.**

5. Privacy

5.1. Does Microsoft collect my personal information? Your privacy is important to us. We use certain information that we collect from you to operate and provide the services. Additionally, as part of the services, we may also automatically upload information about your machine, your use of the services and services performance. Please read the [Microsoft Online Privacy Statement](http://go.microsoft.com/fwlink/p/?LinkId=253457) (<http://go.microsoft.com/fwlink/p/?LinkId=253457>) to learn how we use and protect your information.

5.2. Does Microsoft disclose my personal information outside of Microsoft? You consent and agree that Microsoft may access, disclose, or preserve information associated with your use of the services, including (without limitation) your personal information and content, or information that Microsoft acquires about you through your use of the services (such as IP address or other third-party information) when Microsoft forms a good faith belief that doing so is necessary (a) to comply with applicable law or to respond to legal process from competent authorities; (b) to enforce this agreement or protect the rights or property of Microsoft or our customers; or (c) to help prevent a loss of life or serious physical injury to anyone.

5.3. How does Microsoft respond to legal process? Similar to other providers of Internet services, Microsoft is served with legal demands and requests from law enforcement, government entities, and private litigants for content stored on our network. This information may relate to an alleged crime or civil matter and is usually requested pursuant to the normal legal process of the country or locality where the activity occurred. Microsoft may be obligated to comply with requests for your information or your content as part of such investigations or legal proceedings.

6. Services disruptions and backup

We strive to keep the services up and running; however, all online services suffer occasional disruptions and outages, and Microsoft isn't liable for any disruption or loss you may suffer as a result. You should regularly backup the content that you store on the services. Having a regular backup plan and following it can help you prevent loss of your content.

7. Software

7.1. What terms govern the software that is part of the services? If you use or receive software from us as part of the services, it's governed by one of two sets of license terms (the "license terms"): If you are presented with a license for the software, the terms of that license apply to the software; if no license is presented to you, the terms of this agreement apply not only to the services but also to the software (and the term "services" in this agreement includes the software). The software is licensed, not sold, and Microsoft reserves all rights to the software not expressly granted by Microsoft under the license terms, whether by implication, estoppel, or otherwise. If this agreement governs the website you are viewing, any third party scripts or code, linked to or referenced from this web site, are licensed to you by the third parties that own such code, not by Microsoft.

7.2. How can I use the software that is provided as part of the services? We grant you the right to install and use one copy of the software per device for use by only one person at a time as part of your use of the services, but only if you comply with all other terms in this agreement.

7.3. Are there things I can't do with the software or services? Yes. In addition to the other restrictions in this agreement, you may not circumvent or bypass any technological protection measures in or relating to the software or services or disassemble, decompile, 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; separate components of the software or services for use on different devices; publish, copy, rent, lease, or lend the software or the services; or transfer the software, any software licenses, or any rights regarding the services, except as expressly permitted by this agreement. You may not use the services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network. You may not enable access to the services by unauthorized third-party applications.

7.4. How is the software updated? We may automatically check your version of the software. We may also automatically download updates to the software from time to time. You agree to accept such updates subject to these terms unless other terms accompany the updates. If so, those other terms apply. Microsoft isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you licensed the software.

8. Additional terms for Office.com, MSN, and Bing

8.1. Office.com and Office Web App media elements and templates. If you use Microsoft Office.com or the Microsoft Office Web Apps, you may have access to media images, clip art, animations, sounds, music, video clips, templates, and other forms of content ("media elements") provided with the software available on Office.com or as part of services associated with the software. You may copy and use the media elements in projects and documents. You may not (i) sell, license, or distribute copies of the media elements by themselves or as a product if the primary value of the product is the media elements; (ii) grant your customers rights to further license or distribute the media elements; (iii) license or distribute for commercial purposes media elements that include the representation of identifiable individuals, governments, logos, trademarks, or emblems or use these types of images in ways that could imply an endorsement or association with your product, entity, or

emblems or use these types of images in ways that could imply an endorsement or association with your product, entity or activity; or (iv) create obscene works using the media elements. For more information, see the [Use of Microsoft Copyrighted Content](http://www.microsoft.com/permission) webpage (<http://www.microsoft.com/permission>).

8.2. MSN Video. The videos and embeddable video player available on MSN Video are for your non-commercial, personal use only and, unless otherwise stated elsewhere in this agreement, may not be downloaded, copied, or redistributed without authorization from the rights holders. You may not use the embeddable video player on any website whose purpose is primarily for the display of advertising or collection of subscription revenues or is in direct competition with MSN Video unless you first get our express, written consent. You agree that your use of the embeddable video player may result in additional third-party costs, fees, and royalties, including applicable public performance royalties in your country or region.

8.3. Bing. If you have location enabled on your device when you use m.bing.com, you consent to Microsoft collecting and using your location information in accordance with the [Microsoft Online Privacy Statement](http://go.microsoft.com/fwlink/p/?LinkId=253457) (<http://go.microsoft.com/fwlink/p/?LinkId=253457>). We use your location information to provide and improve search and mapping results.

9. If you pay Microsoft, the following terms apply to you

9.1. Charges. If there is a charge associated with a portion of the services, you agree to pay that charge. The price stated for the service excludes all applicable taxes and currency exchange settlements, unless stated otherwise. You are solely responsible for paying such taxes or other charges. **We may suspend or cancel the services if we don't receive an on time, full payment from you.** Suspension or cancellation of the services for non-payment could result in a loss of access to and use of your account and its content.

9.2. 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. You can access and change your billing account information and payment method on the [Billing and Account Management](https://billing.microsoft.com) website (<https://billing.microsoft.com>). Additionally, you agree to permit Microsoft to use any updated account information regarding your payment method provided by your issuing bank or the applicable payment network. You agree to keep your billing account information current at all times. 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.

9.3. Billing. By providing Microsoft with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize Microsoft to charge you for the services using your payment method; and (iii) authorize Microsoft to charge you for any paid feature of the services that you choose to sign up for or use while this agreement is in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription services. Also, we may charge you up to the amount you've approved, and we'll notify you in advance of any change in the amount to be charged for recurring subscription services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

9.4. Automatic renewal. Provided that automatic renewals are allowed in your country, province, or state, we will inform you by email before automatically renewing your services. Once we have informed you that the services will be automatically renewed, we may automatically renew your services and charge you the then current price for the renewal term. We will also remind you that we will bill your chosen payment method for the services renewal, whether it was on file on the renewal date or provided later. We will also provide you with instructions on how you may cancel the services. You must cancel the services before the renewal date to avoid being billed for the renewal.

9.5. Online statement and errors. We'll provide you with an online billing statement on the [Billing and Account Management](https://billing.microsoft.com) website (<https://billing.microsoft.com>), where you can view and print your statement. This is the only billing statement that we provide. **It's your responsibility to print or save a copy of each online statement and retain such copy for your records.** If we make an error on your bill, you must tell us within 120 days after the error first appears on your bill. We will then promptly investigate the charge. If you don't tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If Microsoft has identified a billing error, we will correct that error within 90 days.

9.6. Cooling off period. When you request a service from us, you agree that we may begin to provide the services immediately. You won't be entitled to a cancellation or "cooling off" period, except if the law requires a cooling off period. You may cancel paid services as provided in section 9.10.

9.7. Trial period offers. If you are taking part in any trial period offer, you must cancel the services by the end of the trial period to avoid incurring new charges, unless we notify you otherwise. If you don't cancel your services at the end of the trial period, we may charge you for the services.

9.8. Price changes. We may change the price of the services at any time and will notify you by email at least 15 days before the price change. If you don't agree to the price change, you must cancel and stop using the services before the price change takes effect. If there is a fixed term and price for your service offer, that price will remain in force for the term.

9.9. Refund policies. Unless otherwise provided by law or by a particular service offer, all purchases are final and non-refundable.

9.10. Canceling the services. You may cancel the services at any time, with or without cause. Information and direction on how to cancel your services is provided on the [Billing and Account Management](https://billing.microsoft.com) website (<https://billing.microsoft.com>). 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; or (iv) you may lose access to and use of your account when you cancel the services. 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 canceled.

9.11. Late payments. You must pay for all reasonable costs we incur to collect any past due amounts. These include reasonable attorneys' fees and other legal fees and costs.

9.12. 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 for any previous overpayment.**

9.13. Internet access services and charges. If the services don't include Internet access, you are responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the services. If you access the services through wireless devices (for example, mobile phones, tablets), your wireless carrier may charge fees for alerts, web browsing, messaging, and other services that require the use of airtime and wireless data services. Check with your carrier to verify whether there are any such fees that may apply to you. You are solely responsible for any costs you incur to access the services through any wireless or other communication service.

The rest of this section 9.13 applies only if your services include Internet access. This service may not be available in your country or region. If you use a dial-up modem, you may incur toll, roaming, or other access charges, depending on the number you call and from where you call. You should check with your local telephone company first to determine if the number you plan to use will incur such charges. Even if we suggest a phone number for you to call, you may still incur charges, depending on your local provider, calling location, and phone plan. We won't reimburse you for such charges.

10. BINDING ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN THE UNITED STATES

This section applies to any dispute **EXCEPT IT DOESN'T INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS.** The term "dispute" means any dispute, action, or other controversy between you and Microsoft concerning the services (including their price) or this agreement, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

10.1. Notice of Dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to **Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399, US.** A form is available on the [Legal and Corporate Affairs \(LCA\)](http://go.microsoft.com/fwlink/?LinkId=245499) website (<http://go.microsoft.com/fwlink/?LinkId=245499>). Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your email address. You and Microsoft will attempt to resolve any dispute through informal negotiation within sixty (60) days from the date the Notice of Dispute is sent. After sixty (60) days, you or Microsoft may commence arbitration.

10.2. Small claims court You may also litigate any dispute in small claims court in your county of residence or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

10.3. Binding arbitration. If you and Microsoft don't resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

10.4. Class action waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Microsoft will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

10.5. Arbitration procedure. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If you are an individual and use the services for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the services, its Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see the [American Arbitration Association](http://go.microsoft.com/fwlink/?LinkId=248505) website (<http://go.microsoft.com/fwlink/?LinkId=248505>) or call 1-800-778-7879. To commence arbitration, submit the form available on the [Legal and Corporate Affairs \(LCA\)](http://go.microsoft.com/fwlink/?LinkId=245497) website (<http://go.microsoft.com/fwlink/?LinkId=245497>) to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington, US. Microsoft agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award

hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

10.6. Arbitration fees and incentives.

- **10.6.1. Disputes involving \$75,000 or less.** Microsoft will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject Microsoft's last written settlement offer made before the arbitrator was appointed ("Microsoft's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Microsoft's last written offer, Microsoft will give you three incentives: (i) pay the greater of the award or \$1,000; (ii) pay twice your reasonable attorney's fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Microsoft agree on them.
- **10.6.2. Disputes involving more than \$75,000.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- **10.6.3. Disputes involving any amount.** In any arbitration you commence, Microsoft will seek its AAA or arbitrator's fees and expenses, or your filing fees if reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Microsoft commences, Microsoft will pay all filing, AAA, and arbitrator's fees and expenses. Microsoft won't seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

10.7. Conflict with AAA rules. This agreement governs to the extent it conflicts with the AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.

10.8. Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in small claims court (section 10.2), an arbitration proceeding (section 10.3), or in court, if section 10.9 permits the dispute to be filed in court instead of arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute isn't filed within one year, it's permanently barred.

10.9. Severability. If the class action waiver in section 10.4 is found to be illegal or unenforceable as to all or some parts of a dispute, then section 10 won't apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of this section 10 is found to be illegal or unenforceable, that provision will be severed with the remainder of section 10 remaining in full force and effect.

11. NO WARRANTIES

MICROSOFT, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE.

YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DON'T GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR.

12. Limitation of liability

If Microsoft breaches this agreement, you agree that your exclusive remedy is to recover, from Microsoft or any affiliates, resellers, distributors, and vendors, direct damages up to an amount equal to your services fee for one month. **YOU CAN'T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE.** These limitations and exclusions apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this agreement such as loss of content; any virus affecting your use of the services; delays or failures in starting or completing transmissions or transactions; claims for breach of contract, warranty, guarantee, or condition; strict liability; negligence; misrepresentation or omission; trespass; violation of statute or regulation; or unjust enrichment. **Some or all of these limitations or exclusions may not apply to you if your state, province, or country doesn't allow the exclusion or limitation of incidental, consequential, or other damages.**

13. Microsoft contracting entity

13.1. United States. If you live in (or, if you are a business, you are headquartered in) the United States, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, US. The laws of the state where you live govern the interpretation of this agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles. You and we irrevocably consent to the exclusive jurisdiction and venue

of the state or federal courts in King County, Washington, for all disputes arising out of or relating to this agreement or the services that are heard in court (not arbitration and not small claims court).

13.2. North or South America outside the United States. If you live in (or, if you are a business, you are headquartered in) North or South America outside the United States, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, US. Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of choice of law principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of the country to which we direct your services.

13.3. Europe. If you live in (or, if you are a business, you are headquartered in) Europe, you are contracting with Microsoft Luxembourg S.à.r.l., 20 Rue Eugene Ruppert, Immeuble Laccolith, 1st Floor, L-2543 Luxembourg and the laws of Luxembourg govern the interpretation of this agreement and apply to claims for breach of it, regardless of conflict of laws principles, unless you live in or your business is headquartered in Spain, in which case the laws of Spain govern the interpretation of this agreement. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of the country to which we direct your service. With respect to jurisdiction, you and Microsoft may choose the country to which we direct your service for all disputes arising out of or relating to this agreement, or in the alternative, you may choose the responsible court in Luxembourg. If you are accessing the services within Germany, the [Germany agreement](http://go.microsoft.com/fwlink/?LinkId=266428) (<http://go.microsoft.com/fwlink/?LinkId=266428>) applies to you.

13.4. Middle East or Africa. If you live in (or, if you are a business, you are headquartered in) the Middle East or Africa, you are contracting with Microsoft Luxembourg S.à.r.l., 20 Rue Eugene Ruppert, Immeuble Laccolith, 1st Floor, L-2543 Luxembourg, and the laws of Luxembourg govern the interpretation of this agreement and apply to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of the country to which we direct your services. You and we irrevocably agree to the exclusive jurisdiction and venue of the Luxembourg courts for all disputes arising out of or relating to this agreement.

13.5. Asia or the South Pacific, unless your country is specifically called out. If you live in (or, if you are a business, you are headquartered in) Asia or the South Pacific, you are contracting with Microsoft Regional Sales Corp., a corporation organized under the laws of the State of Nevada, US, with a branch in Singapore, having its principal place of business at 438B Alexandra Road, #04-09/12, Block B, Alexandra Technopark, Singapore, 119968, and Washington state law governs this agreement, regardless of conflict of laws principles. Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Center (SIAC), which rules are deemed to be incorporated by reference into this clause. The Tribunal will consist of one arbitrator to be appointed by the Chairman of SIAC. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable, and it may be used as a basis for judgment in any country or region.

13.6. Japan. If you live in (or, if you are a business, you are headquartered in) Japan, you are contracting with Microsoft Japan Co., Ltd (MSKK), Shinagawa Grand Central Tower, 2-16-3 Konan Minato-ku, Tokyo 108-0075. The laws of Japan govern this agreement and any matters arising out of or relating to it. You and we irrevocably agree to the exclusive original jurisdiction and venue of the Tokyo District Court for all disputes arising out of or relating to this agreement.

13.7. China. If you live in (or, if you are a business, you are headquartered in) China, you are contracting with Shanghai MSN Network Communications Technology Company Limited, Suite B, 8th Floor, Building Ding, No. 555, Dongchuan Road, Minxing District, Shanghai, PRC, for your use of MSN, Bing, or Windows Live Messenger; PRC law governs this agreement as it relates to your use of the services under this agreement operated by Shanghai MSN Network Communications Technology Company Limited. For your use of MSN, Bing, or Windows Live Messenger under this agreement, any dispute arising out of or in connection with this agreement, including any question regarding the existence, validity or termination of this agreement will be referred to and finally resolved by arbitration in Hong Kong under the auspices of the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the UNCITRAL Arbitration Rules, which are deemed to be incorporated by reference into this clause. For such arbitration, there will be one arbitrator, who will be appointed by HKIAC in accordance with the UNCITRAL Arbitration Rules. The language of arbitration will be English. The decision of the arbitrator will be final, binding, and incontestable and may be used as a basis for judgment in China or elsewhere. For your use of all other services under this agreement, you are contracting with Microsoft Corporation, One Microsoft Way, Redmond, WA 98052, US. As to those services, Washington state law governs this agreement, regardless of conflict of laws principles. The jurisdiction of the state or federal courts in King County, Washington, US, is non-exclusive.

13.8. Republic of Korea. If you live in (or, if you are a business, you are headquartered in) the Republic of Korea, you are contracting with Microsoft Korea, Inc., 6th Floor, POSCO Center, 892 Daechi-Dong, Kangnam-Gu, Seoul, 135-777, Korea, and the laws of the Republic of Korea govern this agreement. You and we irrevocably agree to exclusive original jurisdiction and venue of the Seoul District Court for all disputes arising out of or relating to this agreement.

13.9. Taiwan. If you live in (or, if you are a business, you are headquartered in) Taiwan, you are contracting with Microsoft Taiwan Corp., 8F, No 7 Sungren Road, Shinyi Chiu, Taipei, Taiwan 110, and the laws of Taiwan govern this agreement. You and we irrevocably designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or relating to this agreement.

14. Third-party websites

You may be able to access third-party websites or services via the services. Microsoft isn't responsible for third-party websites, services, or content available through those third-party services. You are solely responsible for your dealings with third-parties

(including advertisers). Your use of third-party websites or services may be subject to that third-party's terms and conditions.

15. DRM

If you access content protected with Microsoft Digital Rights Management (DRM), the software may automatically request media usage rights from a rights server online and download and install DRM updates so that you can play the content. For more information, see the DRM information in the [Microsoft Silverlight Privacy Statement](http://go.microsoft.com/fwlink/?LinkId=178857) (<http://go.microsoft.com/fwlink/?LinkId=178857>).

16. Microsoft .NET Framework software

The software may contain Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

17. Survival

The "Privacy" section, and sections 9 (for amounts incurred before the end of this agreement), 10, 11, 12, 13, 20, and those that by their terms apply after it ends will survive any termination or cancellation of this agreement.

18. Assignment and transfer

We may assign this agreement, in whole or in part, at any time without notice to you. You may not assign this agreement or transfer any rights to use the services.

19. Notices

You consent to Microsoft providing you notifications about the services or information the law requires us to provide via email to the address that you specified when you signed up for the services. Notices emailed to you will be deemed given and received when the email is sent. If you don't consent to receive notices electronically, you must stop using the services. You may notify Microsoft as stated in customer support for the services.

20. Contract interpretation

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 this agreement apply to the maximum extent permitted by relevant law. If a court holds that we can't enforce a part of this agreement as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this agreement won't change. The agreement's section titles are for reference only and have no legal effect.

21. No third-party beneficiaries

This agreement is solely for your and our benefit. It isn't for the benefit of any other person, except for Microsoft's successors and assigns.

22. Font components

You may use the fonts to display and print content only while using the services. You may not circumvent any embedding restrictions in the fonts.

23. Support

Customer support for the Microsoft branded services is available via [Microsoft Answers](http://answers.microsoft.com) (<http://answers.microsoft.com>) and the [Windows](http://windows.microsoft.com) website (<http://windows.microsoft.com>). Customer support for MSN Internet Access is available at [MSN Support](https://support.msn.com) (<https://support.msn.com>). Customer email support for Bing and Bing clients is available at [Bing Support](https://support.discoverbing.com) (<https://support.discoverbing.com>).

24. Export restrictions

Microsoft's free software and services are subject to United States and other jurisdictions' export and technology laws and you agree to comply with all such applicable laws and regulations that apply to the software and/or services. United States government permission is required to transfer these free software and services to governments of any embargoed country or certain prohibited parties. Please see the [U.S. Department of Treasury](http://go.microsoft.com/fwlink/?LinkId=243206) website (<http://go.microsoft.com/fwlink/?LinkId=243206>) for more information. Additionally, paid services are subject to United States export laws and regulations with which you must comply. These laws include restrictions on destinations, end users, and end use. For additional information, see the [Exporting Microsoft Products](http://www.microsoft.com/exporting) website (<http://www.microsoft.com/exporting>).

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Notices and procedure for making claims of copyright infringement. Notifications of claimed copyright infringement should be sent to Microsoft's designated agent. **INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE** For details and contact information, see [Notice and Procedure for Making Claims of Copyright](#)

[Infringement](http://www.microsoft.com/info/cpyrtInfrg.htm) (<http://www.microsoft.com/info/cpyrtInfrg.htm>).

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