

Microsoft Terms of Use and Sale

Updated January 2014

IMPORTANT NOTE: IF YOU LIVE IN THE UNITED STATES, SECTION 27.1 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE BETWEEN YOU AND MICROSOFT. PLEASE READ IT.

Welcome to the Microsoft Online Store at www.microsoftstore.com (the “Microsoft Store” or “Website”). The Microsoft Store is a website operated by Microsoft Corporation (“Microsoft,” “We,” “Us,” “Our”), located at One Microsoft Way, Redmond, WA 98052, USA.

Through the Microsoft Store, Microsoft provides you with access to a variety of resources, including the Website, information about software, services and other merchandise that may or may not be available for purchase, download areas, software and tools (collectively “Services”). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms of Use and Sale (“Terms of Use and Sale” or “Contract”). By using the Website, purchasing products and services from the Microsoft Store or using any Services, you accept and agree to these Terms of Use and Sale, Microsoft’s Privacy Statement (see the PRIVACY AND PROTECTION OF PERSONAL INFORMATION section below), and applicable terms and conditions, policies or disclaimers found in the Microsoft Store or referenced herein and accessible through the related hyperlinks (collectively the “Microsoft Store Policies”). We encourage you to read the Microsoft Store Policies carefully. YOU MAY NOT USE THE MICROSOFT STORE OR SERVICES IF YOU DO NOT AGREE TO THE MICROSOFT STORE POLICIES.

Please note that if we have a Microsoft Retail Store located in your country or region, it may have different or additional policies and that Microsoft may update or amend any policies without notice at any time.

Terms Relating to Your Use of the Microsoft Store

1 PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the Microsoft Store and Services are for your personal and non-commercial use. You may not commercially distribute, publish, license, or sell any information or services obtained from the Microsoft Store or Services.

2 NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THE WEBSITE OR SERVICES

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Microsoft Store and Services is granted, provided that (1) the following copyright notice: “© 2014 Microsoft Corporation. All rights reserved.” appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Microsoft Store or Services is for informational and non-commercial or personal use only and will not be copied or posted on any network

computer or broadcast in any media, unless permitted by exemptions under applicable copyright laws, and (3) no modifications of any Documents are made. Accredited educational institutions, such as primary and secondary institutions, universities, private/public colleges, and community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires Microsoft's express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the Microsoft.com website, the Website or any other Microsoft owned, operated, licensed or controlled website. Elements of Microsoft websites, including the Website, are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Microsoft website, including the Website, may be copied, retransmitted or made available unless expressly permitted by Microsoft or applicable law.

The documents and related graphics published on the Microsoft Store or Services could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. Microsoft and/or its respective suppliers may make improvements and/or changes in the product(s) and/or the program(s) described herein at any time.

3 MEMBER ACCOUNT, PASSWORD, AND SECURITY

If the Microsoft Store or any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You may also be required to accept a service agreement or separate terms of use as a condition of opening the account. You are responsible for keeping your account information and password confidential and are responsible for all activity that occurs under your account. You agree to notify Microsoft without delay of any unauthorized use of your account or any other breach of security.

4 NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you warrant to us that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Microsoft server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You may not use the Services in a way that infringes rights of third parties, including, but not limited to, willfully harming a person or entity, including Microsoft. Microsoft reserves the right at all times to disclose any information, the disclosure of which is necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Microsoft's sole discretion.

5 MATERIALS THAT YOU PROVIDE TO MICROSOFT STORE OR POST ON THE WEBSITE

Microsoft does not claim ownership of the materials you provide to Microsoft (including feedback, ratings,

and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community (each a "Submission" and collectively "Submissions"). However, Microsoft shall be permitted to use your Submission, including your name, for the purpose for which it was submitted.

No compensation will be paid with respect to the use of your Submission. Microsoft is under no obligation to post or use any Submission you may provide and Microsoft may remove any Submission at any time in its sole discretion.

You warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use and Sale including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

6 UNSOLICITED IDEA SUBMISSION POLICY

Microsoft and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, IDEAS, SAMPLES, DEMOS, OR OTHER WORKS. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Microsoft's products or marketing strategies might seem similar to ideas submitted to Microsoft. So, please do not send your unsolicited ideas to Microsoft or anyone at Microsoft.

If, despite our request that you do not send us your ideas and materials, you still send them, please understand that Microsoft will not compensate you for them and makes no assurances that your ideas and materials will be treated as confidential or proprietary.

7 LINKS TO THIRD-PARTY WEBSITES

The Microsoft Store may include links to third-party websites that let you leave the Website. These linked sites are not under the control of Microsoft and Microsoft is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Microsoft is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Microsoft of the site. Your use of the third-party website may be subject to that third party's terms and conditions.

Terms Relating to the Sale of Products to You

1 GEOGRAPHIC AVAILABILITY

The Microsoft Store is intended for use by customers who reside in the country or region serviced by this Website and there may be limits on where we can ship products as set forth in our shipping policies. To complete your purchase, you must have a valid billing and shipping address within that country or region.

2 END USERS ONLY

You must be an end user to purchase products from the Microsoft Store. Resellers are not eligible to purchase.

3 EXPORT LIMITATIONS

Products purchased from the Microsoft Store (including hardware, software and software downloads) may be subject to customs and export control laws and regulations. You agree to comply with all international

and national laws and regulations that apply to you in relation to such products.

4 ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete, and accurate purchase and account information for all purchases made at the Microsoft Store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed in connection with your transactions.

5 PRODUCT AVAILABILITY AND QUANTITY AND ORDER LIMITS

Product prices and availability are subject to change at any time and without notice. Microsoft may place a limit on the quantities that may be purchased per order, per account, per credit card, per person, or per household

Microsoft may refuse or reject any order at any time, refunding you any monies you have paid for the order, for reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if your payment cannot be processed, if the ordered products or services are not available, or for obvious errors on the Website or made in connection with your order. If we are unable to supply the products or services that you ordered, we will contact you and may offer you an alternative product to consider instead. If you do not choose to purchase the alternative product, we will cancel your order. In the event of obvious errors on the Website or made in connection with your order, we reserve the right to correct the error and charge you the correct price. In that situation, we will contact you and offer you the option of purchasing the product at the correct price or canceling your order.

Credits or refunds will be made to the same method of payment and account used to place the order.

6 SOFTWARE PURCHASES AND LICENSE TERMS

Any software made available to download or purchase from the Microsoft Store or Services is the copyrighted work of Microsoft and/or its suppliers. When you purchase software, you are actually purchasing a license to use the software rather than purchasing the software itself. Software licenses purchased at the Microsoft Store are subject to the license agreement that accompanies the software (the "License Agreement"). You will be required to agree to the terms and conditions of the License Agreement when you install the software.

PLEASE CONTACT THE MICROSOFT STORE (AS DESCRIBED IN THE NOTICES AND COMMUNICATION SECTION BELOW) IF YOU WOULD LIKE A COPY OF THE APPLICABLE LICENSE AGREEMENT, AT NO COST, BEFORE YOU OPEN SOFTWARE.

Any reproduction or redistribution of software or merchandise not in accordance with the relevant License Agreement and applicable law is expressly prohibited and may result in severe civil and criminal penalties. Violators risk being prosecuted to the maximum extent possible.

FOR YOUR CONVENIENCE, MICROSOFT MAY MAKE AVAILABLE AS PART OF THE MICROSOFT STORE OR SERVICES OR IN ITS SOFTWARE OR MERCHANDISE, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD THAT ARE NOT PART OF THE PRODUCT OR SERVICES SOLD. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM THE USE OF ANY SUCH TOOLS AND UTILITIES.

Please respect the intellectual property rights of others when using the tools and utilities made on the Microsoft Store or Services, or in software products or merchandise.

7 ELECTRONIC SOFTWARE DOWNLOADS

Electronic software download (“ESD”) products are delivered to you by making a download link available in your Microsoft account (formerly known as “Windows Live ID”) associated with your product purchase. Subject to the paragraph below, we usually store the download link and related digital key in your Microsoft account for 3 years following the purchase date, but do not promise to store them for any particular length of time. For ESD subscription products, different terms and storage rights may apply, which you will be able to review and agree to at the time of your subscription.

You agree that we may cancel or modify our digital key storage program at any time. You also agree that we may stop supporting the storage of keys for one or more products at any time and for any reasons, including, by way of example, at the end of the product support life cycle, after which you will no longer have access to the download link or digital key. If we cancel or modify our program such that you will no longer have access to the download link or digital key(s) in your account, we will provide at least 90 days advance notice to you using the contact information for the related Microsoft account.

OTHER TERMS AND CONDITIONS

In addition to software and ESD products, other products and services available for purchase or trial on the Microsoft Store may also be offered to you subject to separate end user license agreements, terms of use, terms of service or other terms and conditions. If you purchase or use those products, you may be required to also accept those terms as a condition of purchase, installation or use.

8 PRICE AND PAYMENT

Prices at the Microsoft Store will be as stated on the Website. If we have a Microsoft Retail Store in your country or region, the prices, product selection and promotions offered there may be different from those on the Website. Microsoft does not guarantee that a price, product or promotion offered online will also be available or honored at a Microsoft Retail Store or vice versa.

Pricing is for individual consumers. If you want to purchase for a commercial, educational or government organization, please ask for information about our volume licensing programs.

The Microsoft Store does not have a price match guarantee. We will not match the advertised price other retailers offer for the same items.

We may offer you the opportunity to pre-order a product from our Website before it is available for purchase. If you do, we may place a hold on your credit or debit card at the time of pre-order but will not charge your card until the product is available for download or we ship it. If the advertised price of the product decreases between the date you pre-ordered and the date the product is available for download or shipping, we will charge you the lower price. You may cancel your pre-order before the product is shipped or available for download by calling our customer support number located on our [Sales and Support page](#). Once your pre-order is shipped or available for download, our normal return policies apply. We will indicate on the Website if different pre-order terms apply to a specific product.

Prices shown on the Website exclude all taxes or charges (“Taxes”) that may apply to your purchase.

Prices shown on the Website also exclude delivery costs. Taxes and delivery costs will be added to the amount of your purchase and shown on the check-out page. You will have an opportunity to review the taxes and delivery costs before you confirm your purchase. Each item in your Shopping Cart is shown at the current price.

The Microsoft Store offers different payment options as identified on our Website. We reserve the right to change our payment options at any time and for any reasons. If offers are made in your local currency and are payable in another currency with an international credit card, final price in your currency will depend on the foreign exchange rates, taxes and fees applied by your bank or the issuer of your international credit card issuer. These transactions may be subject to taxes and/or fees on international transactions not charged by Microsoft Store.

9 AUTOMATIC RENEWAL PRODUCTS

Provided that automatic renewals are allowed in your country, region, province, or state, you may purchase subscriptions from us that automatically renew. If you purchase such subscription products and provide us 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 will inform you by email before automatically renewing any subscription products. Once we have informed you that your subscription 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.

10 RETURN POLICY

Microsoft Store's return policy is in addition to any statutory return rights you may have under law. Microsoft Store will accept returns for items that meet the return criteria set forth below for 30 days from the date of purchase or download, as applicable. Exceptions are stated below. We may deny any return or exchange if it fails to meet our return criteria. Business customers may be subject to different return criteria. When you purchase a service or ESD product from us, you agree that we may begin to provide the service or ESD product immediately. For additional information on the return process and the status of a return please visit our [Returns page](#).

RETURN CRITERIA:

To qualify, all returns and exchanges must be accompanied by the original receipt or gift receipt, the original documentation, instruction manuals, registration, parts and components (including cables, controllers, and accessories) and the original manufacturer packaging. Failure to include such items may prevent or delay your refund or exchange. Refunds will be made in the same method as payment unless you select to exchange the item or get a Microsoft Store credit in the amount of the refund. When you make a qualifying return, we will credit the full amount, less the original shipping and handling charges, if any, and you will receive your refund in approximately 2-3 weeks.

For ESD products, we may require you to sign an electronic letter of destruction.

We may occasionally extend the 30-day return period during holiday or other periods. If a longer return period was advertised on the Website when you made your purchase, that longer period applies.

EXCEPTIONS:

Microsoft Store will not accept the following items for return: (i) items that have been personalized or

customized; (ii) special order items, if not part of a Microsoft Store promotional retail sales offering; (iii) items that have been used, altered or that show wear or damage; (iv) gift cards and Skype cards; and (v) services. Items must be in a condition that permits us to resell them.

For services, the service must not have been delivered or consumed by you.

For software and games, you may only return opened items during the return period if: (i) you don't agree with the license agreement, or (ii) the media does not work, and (iii) only if you do not make or retain any copies. Opened software and games may only be exchanged for the same product. If we no longer have the same product, we will issue you a Microsoft Store credit.

ALL SALES ARE FINAL for random access memory ("RAM") products and clearance items or those marked with a designation such as "Final Sale" or "Non-Returnable."

For product key cards ("PKC") purchased with computers, they can be returned within the return period as a standalone item provided it has not been opened, altered, or damaged. If you return the computer that you purchased together with the Product Key Card, the Product Key Card must also be returned.

For phones sold by Microsoft Store, you can return them during our return period, but it is your responsibility to cancel your service within the time specified by your carrier or your carrier may charge you an early termination fee. This is a carrier policy and we have no influence over their cancellation policies.

ADDITIONAL CONDITIONS:

Online returns only.

Items ordered from the Website can be returned to or exchanged at Microsoft Retail Stores, but items purchased at Microsoft Retail Stores cannot be returned or exchanged at the Website.

Pre-Orders. For pre-order items, the 30-day return period begins:

For ESDs, when the downloadable product is delivered electronically to your account and made available for download.

For other products, when the product is shipped.

Upgrade option and returns. If you purchased an otherwise returnable product with an upgrade option, returns will be honored within the return period, and special return procedures apply as follows:

If you return the product before the upgrade is released, you will not receive the upgrade.

If you return the product after the upgrade is released, you must return both the product and upgrade together.

Promotions and bundles.

For promotional items and bundles, all included products and/or services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund.

Trial-period offers.

If you are taking part in any trial-period offer, you must cancel the service by the end of the trial period to avoid incurring new charges unless we notify you otherwise. If you do not cancel the service at the end of the trial period, you authorize us to charge your payment method for the service.

Subscriptions.

Returns for subscriptions will be honored within the return period. TechNet subscriptions may be returned provided they have not been activated. Please see our [Subscription Auto Renewal Policy](#) for more information about auto renewal.

Price guarantee.

If we lower our price on an item within 30 days of your purchase, we will honor the lower price. If you notice that we have lowered a price on an item you recently purchased, just contact [Sales and Support](#) and we'll gladly issue a refund or credit for the difference (if you paid with a credit card, you'll need to use the same card). This offer does not apply to clearance items or price reductions associated with special sale events such as Black Friday or Cyber Monday.

Restocking fee.

A restocking fee of ten percent (10%) may be deducted from the refund amount for hardware products (such as non-defective computers, printers, and Xbox returns).

Personal data.

Microsoft is not responsible for any personal data included on returned or exchanged items. Please ensure that your personal data is removed from all items prior to return or exchange.

11 CUSTOMER SERVICE

Please visit our [Sales and Support](#) page for more information about customer service options.

Terms Relating to Both Your Use of the Microsoft Store and Sales to You

1 CHANGING TERMS

Microsoft may change the Terms of Use and Sale at any time and without notice to you. The Terms of Use and Sale in force at the time you place your order will govern your purchase and serve as the purchase contract between us. Before your next purchase, Microsoft may have changed the Terms of Use and Sale without notice to you. Please be sure to review the current Terms of Use and Sale each time you visit the Microsoft Store. We recommend that you save or print a copy of the Terms of Use and Sale for future reference when you make a purchase.

2 LIMITATIONS ON USE BY MINORS

You must have reached the age of majority in your province/territory of residence to purchase products from the Microsoft Store.

3 PRIVACY AND PROTECTION OF PERSONAL INFORMATION

Your privacy is important to us. We use certain information that we collect from you to operate and provide the Microsoft Store and the Services. Additionally, we may also automatically upload information about your machine, your use of the Services and Service performance. Please read our [Privacy Statement](#) to learn about how we use and protect your information..

4 PRODUCT DISPLAY AND COLORS

Microsoft attempts to display product colors and images accurately but we cannot guarantee that the color you see on your monitor will exactly match the product's color.

5 ERRORS ON SITE

We work hard to publish information accurately, update the Website regularly and correct errors when discovered. However, any of the content on our Website may be incorrect or out of date at any given time. We reserve the right to make changes to the Website at any time, including to product prices, specifications, offers and availability.

6 TERMINATION OF SITE USE

Microsoft may terminate your account or use of the Microsoft Store at any time for any reason, including, without limitation, if you are in breach of these Terms of Use and Sale or if the Microsoft Store is no longer operated by Microsoft. By using the Microsoft Store, you agree to be responsible for any orders you make or charges you incur prior to such termination. Microsoft may change, discontinue, or otherwise suspend the Microsoft Store at any time, for any reason, and without prior notice to you. If such a change, discontinuance or suspension impacts your use of the Service or/product or otherwise disrupts your order, please contact the Microsoft Store.

7 NO WARRANTIES

MICROSOFT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO PRODUCTS OR SERVICES SOLD ON THE MICROSOFT STORE.

THEY ARE WARRANTED, IF AT ALL, ONLY UNDER ANY LICENSE AGREEMENT OR MANUFACTURER'S WARRANTY THAT MAY ACCOMPANY THEM. YOU UNDERSTAND THAT YOUR PURCHASE AND USE IS AT YOUR OWN RISK AND THAT WE PROVIDE PRODUCTS AND SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU ASSUME THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE. SHOULD THEY PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE MICROSOFT STORE OR 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, TITLE AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS CONTRACT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE MICROSOFT STORE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR.

8 LIMITATION OF LIABILITY

If, despite the other sections of this Contract, Microsoft is found liable to you for any loss or damage that arises out of or is in any way connected with your use of the Microsoft Store, the Services, or any product or service offered, you agree that your exclusive remedy is to recover from Microsoft or any affiliates, resellers, distributors, and vendors direct damages up to (1) an amount equal to the price or fee for one month of any service, subscription or similar fee (not including the purchase price for hardware, software, support, or extended warranties), or (2) US \$100.00 if there was no service, subscription or similar fee.

YOU AGREE THAT 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 EVEN IF YOU INCUR DAMAGES AND EVEN IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY TO ANYTHING RELATED TO THE MICROSOFT STORE, THE SERVICES, THIS CONTRACT, OR ANY PRODUCT OR SERVICE OFFERED, INCLUDING LOSS OF CONTENT; ANY VIRUS AFFECTING YOUR USE OF THE MICROSOFT STORE OR SERVICES; DELAYS OR FAILURES IN STARTING OR COMPLETING TRANSMISSIONS OR TRANSACTIONS; CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; CONSUMER PROTECTION; DECEPTION; UNFAIR COMPETITION; STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION, OMISSION, TRESPASS OR OTHER TORT; VIOLATION OF STATUTE OR REGULATION; OR UNJUST ENRICHMENT.

1 GENERAL LEGAL TERMS INCLUDING BINDING ARBITRATION AND CLASS ACTION WAIVER

1 ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN THE UNITED STATES. This Section 27.1 applies to any dispute EXCEPT THAT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT' S, OR EITHER OF OUR LICENSOR' S INTELLECTUAL PROPERTY RIGHTS.

“Dispute” means any dispute, action, or other controversy between you and Microsoft concerning the Microsoft Store, the Services, this Contract, or any product or service offered, 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.

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**. A form is available at 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 e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.

1 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.

1 Binding Arbitration. IF YOU AND MICROSOFT DO NOT 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. 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.

1 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, PRIVATE ATTORNEY GENERAL 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.

1 Arbitration Procedure, Costs and Fees. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules and in many cases it is Supplementary Procedures for Consumer-Related Disputes. For more information, see www.adr.org or call 1-800-778-7879. In a dispute involving \$75,000 or less, Microsoft will promptly reimburse your filing fees and pay the AAA’ s and arbitrator’ s fees. You and Microsoft agree to the terms governing procedures, fees, and incentives at <http://go.microsoft.com/fwlink/?LinkId=279535>. To commence arbitration, submit the form available at 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. Microsoft agrees to commence arbitration only in your county of residence.

1 Claims or Disputes Must Be Filed Within One Year. To the extent permitted by law, any claim or dispute relating to the Microsoft Store, the Services, this Contract, or any product or service offered must be filed within one year in small claims court (Section 27.1.2), an arbitration proceeding (Section 27.1.3), or in court, if Section 27.1 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 is not filed within one year, it is permanently barred.

1 Rejecting Future Arbitration Changes. You may reject any

change Microsoft makes to Section 27.1 (other than address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in Section 27.1.1. If you do, the most recent version of Section 27.1 before the change you rejected will apply.

1 Severability. If the class action waiver in Section 27.1.4 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 27.1 will not 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 Section 27.1 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 27.1 remaining in full force and effect.

1 Interpreting the Contract

All parts of this Contract apply to the maximum extent permitted by the relevant law; you may have greater rights in your jurisdiction of residence. If it is determined that we can't enforce a part of this Contract as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Contract won't change. Section 27.1.8 says what happens if parts of Section 27.1 (arbitration and class action waiver) are found to be illegal or unenforceable, and prevails over this Section 27.2 if inconsistent with it. Other terms may apply if you purchase products or services from other Microsoft websites.

1 Assignment

We may assign, transfer or otherwise dispose our rights and obligations under this Contract, in whole or in part, at any time without notice to you. You may not assign this Contract or transfer any rights under it.

1 No Third-Party Beneficiaries

This Contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns.

1 Notices and Communication

For customer support inquiries, please see the [Sales and Support](#) page on the Website. For disputes, follow the notice procedure in this section.

1 Governing Law

The laws of the state or province where you live govern the interpretation of this Contract, claims for breach of it, and all other claims (including claims for breach of contract, breach of warranty, consumer protection, unfair competition, and tort claims), regardless of conflict of law principles. If you live in the United States, you and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King

County, Washington, USA, for all disputes arising out of or relating to the Microsoft Store, the Services, this

Terms of Use and Sale

Updated January 2014

IMPORTANT NOTE: IF YOU LIVE IN THE UNITED STATES, SECTION 27.1 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE BETWEEN YOU AND MICROSOFT. PLEASE READ IT.

Welcome to the Microsoft Online Store at www.microsoftstore.com (the “Microsoft Store” or “Website”). The Microsoft Store is a website operated by Microsoft Corporation (“Microsoft,” “We,” “Us,” “Our”), located at One Microsoft Way, Redmond, WA 98052, USA.

Through the Microsoft Store, Microsoft provides you with access to a variety of resources, including the Website, information about software, services and other merchandise that may or may not be available for purchase, download areas, software and tools (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms of Use and Sale ("Terms of Use and Sale" or "Contract"). By using the Website, purchasing products and services from the Microsoft Store or using any Services, you accept and agree to these Terms of Use and Sale, Microsoft's Privacy Statement (see the PRIVACY AND PROTECTION OF PERSONAL INFORMATION section below), and applicable terms and conditions, policies or disclaimers found in the Microsoft Store or referenced herein and accessible through the related hyperlinks (collectively the "Microsoft Store Policies"). We encourage you to read the Microsoft Store Policies carefully. YOU MAY NOT USE THE MICROSOFT STORE OR SERVICES IF YOU DO NOT AGREE TO THE MICROSOFT STORE POLICIES.

Please note that if we have a Microsoft Retail Store located in your country or region, it may have different or additional policies and that Microsoft may update or amend any policies without notice at any time.

Terms Relating to Your Use of the Microsoft Store

8 PERSONAL AND NON-COMMERCIAL USE LIMITATION

Unless otherwise specified, the Microsoft Store and Services are for your personal and non-commercial use. You may not commercially distribute, publish, license, or sell any information or services obtained from the Microsoft Store or Services.

9 NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THE WEBSITE OR SERVICES

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Microsoft Store and Services is granted, provided that (1) the following copyright notice: "© 2014 Microsoft Corporation. All rights reserved." appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from the Microsoft Store or Services is for

informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, unless permitted by exemptions under applicable copyright laws, and (3) no modifications of any Documents are made. Accredited educational institutions, such as primary and secondary institutions, universities, private/public colleges, and community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires Microsoft's express written permission. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the Microsoft.com website, the Website or any other Microsoft owned, operated, licensed or controlled website. Elements of Microsoft websites, including the Website, are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Microsoft website, including the Website, may be copied, retransmitted or made available unless expressly permitted by Microsoft or applicable law.

The documents and related graphics published on the Microsoft Store or Services could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. Microsoft and/or its respective suppliers may make improvements and/or changes in the product(s) and/or the program(s) described herein at any time.

10 MEMBER ACCOUNT, PASSWORD, AND SECURITY

If the Microsoft Store or any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You may also be required to accept a service agreement or separate terms of use as a condition of opening the account. You are responsible for keeping your account information and password confidential and are responsible for all activity that occurs under your account. You agree to notify Microsoft without delay of any unauthorized use of your account or any other breach of security.

11 NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Services, you warrant to us that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Microsoft server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services. You may not use the Services in a way that infringes rights of third parties, including, but not limited to, willfully harming a person or entity, including Microsoft. Microsoft reserves the right at all times to disclose any information, the disclosure of which is necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Microsoft's sole discretion.

12 MATERIALS THAT YOU PROVIDE TO MICROSOFT STORE OR POST ON THE WEBSITE

Microsoft does not claim ownership of the materials you provide to Microsoft (including feedback, ratings, and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community (each a "Submission" and collectively "Submissions"). However, Microsoft shall be permitted to use your Submission, including your name, for the purpose for which it was submitted.

No compensation will be paid with respect to the use of your Submission. Microsoft is under no obligation to post or use any Submission you may provide and Microsoft may remove any Submission at any time in its sole discretion.

You warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use and Sale including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

13 UNSOLICITED IDEA SUBMISSION POLICY

Microsoft and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, IDEAS, SAMPLES, DEMOS, OR OTHER WORKS. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Microsoft's products or marketing strategies might seem similar to ideas submitted to Microsoft. So, please do not send your unsolicited ideas to Microsoft or anyone at Microsoft.

If, despite our request that you do not send us your ideas and materials, you still send them, please understand that Microsoft will not compensate you for them and makes no assurances that your ideas and materials will be treated as confidential or proprietary.

14 LINKS TO THIRD-PARTY WEBSITES

The Microsoft Store may include links to third-party websites that let you leave the Website. These linked sites are not under the control of Microsoft and Microsoft is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Microsoft is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Microsoft of the site. Your use of the third-party website may be subject to that third party's terms and conditions.

Terms Relating to the Sale of Products to You

12 GEOGRAPHIC AVAILABILITY

The Microsoft Store is intended for use by customers who reside in the country or region serviced by this Website and there may be limits on where we can ship products as set forth in our shipping policies. To complete your purchase, you must have a valid billing and shipping address within that country or region.

13 END USERS ONLY

You must be an end user to purchase products from the Microsoft Store. Resellers are not eligible to purchase.

14 EXPORT LIMITATIONS

Products purchased from the Microsoft Store (including hardware, software and software downloads) may

be subject to customs and export control laws and regulations. You agree to comply with all international and national laws and regulations that apply to you in relation to such products.

15 ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete, and accurate purchase and account information for all purchases made at the Microsoft Store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed in connection with your transactions.

16 PRODUCT AVAILABILITY AND QUANTITY AND ORDER LIMITS

Product prices and availability are subject to change at any time and without notice. Microsoft may place a limit on the quantities that may be purchased per order, per account, per credit card, per person, or per household.

Microsoft may refuse or reject any order at any time, refunding you any monies you have paid for the order, for reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if your payment cannot be processed, if the ordered products or services are not available, or for obvious errors on the Website or made in connection with your order. If we are unable to supply the products or services that you ordered, we will contact you and may offer you an alternative product to consider instead. If you do not choose to purchase the alternative product, we will cancel your order. In the event of obvious errors on the Website or made in connection with your order, we reserve the right to correct the error and charge you the correct price. In that situation, we will contact you and offer you the option of purchasing the product at the correct price or canceling your order.

Credits or refunds will be made to the same method of payment and account used to place the order.

17 SOFTWARE PURCHASES AND LICENSE TERMS

Any software made available to download or purchase from the Microsoft Store or Services is the copyrighted work of Microsoft and/or its suppliers. When you purchase software, you are actually purchasing a license to use the software rather than purchasing the software itself. Software licenses purchased at the Microsoft Store are subject to the license agreement that accompanies the software (the "License Agreement"). You will be required to agree to the terms and conditions of the License Agreement when you install the software.

PLEASE CONTACT THE MICROSOFT STORE (AS DESCRIBED IN THE NOTICES AND COMMUNICATION SECTION BELOW) IF YOU WOULD LIKE A COPY OF THE APPLICABLE LICENSE AGREEMENT, AT NO COST, BEFORE YOU OPEN SOFTWARE.

Any reproduction or redistribution of software or merchandise not in accordance with the relevant License Agreement and applicable law is expressly prohibited and may result in severe civil and criminal penalties. Violators risk being prosecuted to the maximum extent possible.

FOR YOUR CONVENIENCE, MICROSOFT MAY MAKE AVAILABLE AS PART OF THE MICROSOFT STORE OR SERVICES OR IN ITS SOFTWARE OR MERCHANDISE, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD THAT ARE NOT PART OF THE PRODUCT OR SERVICES SOLD. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM THE USE OF ANY SUCH TOOLS AND UTILITIES.

Please respect the intellectual property rights of others when using the tools and utilities made on the

Microsoft Store or Services, or in software products or merchandise.

18 ELECTRONIC SOFTWARE DOWNLOADS

Electronic software download (“ESD”) products are delivered to you by making a download link available in your Microsoft account (formerly known as “Windows Live ID”) associated with your product purchase. Subject to the paragraph below, we usually store the download link and related digital key in your Microsoft account for 3 years following the purchase date, but do not promise to store them for any particular length of time. For ESD subscription products, different terms and storage rights may apply, which you will be able to review and agree to at the time of your subscription.

You agree that we may cancel or modify our digital key storage program at any time. You also agree that we may stop supporting the storage of keys for one or more products at any time and for any reasons, including, by way of example, at the end of the product support life cycle, after which you will no longer have access to the download link or digital key. If we cancel or modify our program such that you will no longer have access to the download link or digital key(s) in your account, we will provide at least 90 days advance notice to you using the contact information for the related Microsoft account.

OTHER TERMS AND CONDITIONS

In addition to software and ESD products, other products and services available for purchase or trial on the Microsoft Store may also be offered to you subject to separate end user license agreements, terms of use, terms of service or other terms and conditions. If you purchase or use those products, you may be required to also accept those terms as a condition of purchase, installation or use.

19 PRICE AND PAYMENT

Prices at the Microsoft Store will be as stated on the Website. If we have a Microsoft Retail Store in your country or region, the prices, product selection and promotions offered there may be different from those on the Website. Microsoft does not guarantee that a price, product or promotion offered online will also be available or honored at a Microsoft Retail Store or vice versa.

Pricing is for individual consumers. If you want to purchase for a commercial, educational or government organization, please ask for information about our volume licensing programs.

The Microsoft Store does not have a price match guarantee. We will not match the advertised price other retailers offer for the same items.

We may offer you the opportunity to pre-order a product from our Website before it is available for purchase. If you do, we may place a hold on your credit or debit card at the time of pre-order but will not charge your card until the product is available for download or we ship it. If the advertised price of the product decreases between the date you pre-ordered and the date the product is available for download or shipping, we will charge you the lower price. You may cancel your pre-order before the product is shipped or available for download by calling our customer support number located on our [Sales and Support page](#). Once your pre-order is shipped or available for download, our normal return policies apply. We will indicate on the Website if different pre-order terms apply to a specific product.

Prices shown on the Website exclude all taxes or charges (“Taxes”) that may apply to your purchase.

Prices shown on the Website also exclude delivery costs. Taxes and delivery costs will be added to the amount of your purchase and shown on the check-out page. You will have an opportunity to review the taxes and delivery costs before you confirm your purchase. Each item in your Shopping Cart is shown at the

current price.

The Microsoft Store offers different payment options as identified on our Website. We reserve the right to change our payment options at any time and for any reasons. If offers are made in your local currency and are payable in another currency with an international credit card, final price in your currency will depend on the foreign exchange rates, taxes and fees applied by your bank or the issuer of your international credit card issuer. These transactions may be subject to taxes and/or fees on international transactions not charged by Microsoft Store.

20 AUTOMATIC RENEWAL PRODUCTS

Provided that automatic renewals are allowed in your country, region, province, or state, you may purchase subscriptions from us that automatically renew. If you purchase such subscription products and provide us 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 will inform you by email before automatically renewing any subscription products. Once we have informed you that your subscription 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.

21 RETURN POLICY

Microsoft Store's return policy is in addition to any statutory return rights you may have under law. Microsoft Store will accept returns for items that meet the return criteria set forth below for 30 days from the date of purchase or download, as applicable. Exceptions are stated below. We may deny any return or exchange if it fails to meet our return criteria. Business customers may be subject to different return criteria. When you purchase a service or ESD product from us, you agree that we may begin to provide the service or ESD product immediately. For additional information on the return process and the status of a return please visit our [Returns page](#).

RETURN CRITERIA:

To qualify, all returns and exchanges must be accompanied by the original receipt or gift receipt, the original documentation, instruction manuals, registration, parts and components (including cables, controllers, and accessories) and the original manufacturer packaging. Failure to include such items may prevent or delay your refund or exchange. Refunds will be made in the same method as payment unless you select to exchange the item or get a Microsoft Store credit in the amount of the refund. When you make a qualifying return, we will credit the full amount, less the original shipping and handling charges, if any, and you will receive your refund in approximately 2-3 weeks.

For ESD products, we may require you to sign an electronic letter of destruction.

We may occasionally extend the 30-day return period during holiday or other periods. If a longer return period was advertised on the Website when you made your purchase, that longer period applies.

EXCEPTIONS:

Microsoft Store will not accept the following items for return: (i) items that have been personalized or customized; (ii) special order items, if not part of a Microsoft Store promotional retail sales offering (iii) items that have been used, altered or that show wear or damage; (iv) gift cards and Skype cards; and (v) services. Items must be in a condition that permits us to resell them.

For services, the service must not have been delivered or consumed by you.

For software and games, you may only return opened items during the return period if: (i) you don't agree with the license agreement, or (ii) the media does not work, and (iii) only if you do not make or retain any copies. Opened software and games may only be exchanged for the same product. If we no longer have the same product, we will issue you a Microsoft Store credit.

ALL SALES ARE FINAL for random access memory ("RAM") products and clearance items or those marked with a designation such as "Final Sale" or "Non-Returnable."

For product key cards ("PKC") purchased with computers, they can be returned within the return period as a standalone item provided it has not been opened, altered, or damaged. If you return the computer that you purchased together with the Product Key Card, the Product Key Card must also be returned.

For phones sold by Microsoft Store, you can return them during our return period, but it is your responsibility to cancel your service within the time specified by your carrier or your carrier may charge you an early termination fee. This is a carrier policy and we have no influence over their cancellation policies.

ADDITIONAL CONDITIONS:

Online returns only.

Items ordered from the Website can be returned to or exchanged at Microsoft Retail Stores, but items purchased at Microsoft Retail Stores cannot be returned or exchanged at the Website.

Pre-Orders. For pre-order items, the 30-day return period begins:

For ESDs, when the downloadable product is delivered electronically to your account and made available for download.

For other products, when the product is shipped.

Upgrade option and returns. If you purchased an otherwise returnable product with an upgrade option, returns will be honored within the return period, and special return procedures apply as follows:

If you return the product before the upgrade is released, you will not receive the upgrade.

If you return the product after the upgrade is released, you must return both the product and upgrade together.

Promotions and bundles.

For promotional items and bundles, all included products and/or services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle

discount will be deducted from the refund.

Trial-period offers.

If you are taking part in any trial-period offer, you must cancel the service by the end of the trial period to avoid incurring new charges unless we notify you otherwise. If you do not cancel the service at the end of the trial period, you authorize us to charge your payment method for the service.

Subscriptions.

Returns for subscriptions will be honored within the return period. TechNet subscriptions may be returned provided they have not been activated. Please see our [Subscription Auto Renewal Policy](#) for more information about auto renewal.

Price guarantee.

If we lower our price on an item within 30 days of your purchase, we will honor the lower price. If you notice that we have lowered a price on an item you recently purchased, just contact [Sales and Support](#) and we'll gladly issue a refund or credit for the difference (if you paid with a credit card, you'll need to use the same card). This offer does not apply to clearance items or price reductions associated with special sale events such as Black Friday or Cyber Monday.

Restocking fee.

A restocking fee of ten percent (10%) may be deducted from the refund amount for hardware products (such as non-defective computers, printers, and Xbox returns).

Personal data.

Microsoft is not responsible for any personal data included on returned or exchanged items. Please ensure that your personal data is removed from all items prior to return or exchange.

22 CUSTOMER SERVICE

Please visit our [Sales and Support](#) page for more information about customer service options.

Terms Relating to Both Your Use of the Microsoft Store and Sales to You

9 CHANGING TERMS

Microsoft may change the Terms of Use and Sale at any time and without notice to you. The Terms of Use and Sale in force at the time you place your order will govern your purchase and serve as the purchase contract between us. Before your next purchase, Microsoft may have changed the Terms of Use and Sale without notice to you. Please be sure to review the current Terms of Use and Sale each time you visit the Microsoft Store. We recommend that you save or print a copy of the Terms of Use and Sale for future reference when you make a purchase.

10 LIMITATIONS ON USE BY MINORS

You must have reached the age of majority in your province/territory of residence to purchase products from the Microsoft Store.

11 PRIVACY AND PROTECTION OF PERSONAL INFORMATION

Your privacy is important to us. We use certain information that we collect from you to operate and provide the Microsoft Store and the Services. Additionally, we may also automatically upload information about your machine, your use of the Services and Service performance. Please read our [Privacy Statement](#) to learn about how we use and protect your information..

12 PRODUCT DISPLAY AND COLORS

Microsoft attempts to display product colors and images accurately but we cannot guarantee that the color you see on your monitor will exactly match the product's color.

13 ERRORS ON SITE

We work hard to publish information accurately, update the Website regularly and correct errors when discovered. However, any of the content on our Website may be incorrect or out of date at any given time. We reserve the right to make changes to the Website at any time, including to product prices, specifications, offers and availability.

14 TERMINATION OF SITE USE

Microsoft may terminate your account or use of the Microsoft Store at any time for any reason, including, without limitation, if you are in breach of these Terms of Use and Sale or if the Microsoft Store is no longer operated by Microsoft. By using the Microsoft Store, you agree to be responsible for any orders you make or charges you incur prior to such termination. Microsoft may change, discontinue, or otherwise suspend the Microsoft Store at any time, for any reason, and without prior notice to you. If such a change, discontinuance or suspension impacts your use of the Service or/product or otherwise disrupts your order, please contact the Microsoft Store.

15 NO WARRANTIES

MICROSOFT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO PRODUCTS OR SERVICES SOLD ON THE MICROSOFT STORE.

THEY ARE WARRANTED, IF AT ALL, ONLY UNDER ANY LICENSE AGREEMENT OR MANUFACTURER'S WARRANTY THAT MAY ACCOMPANY THEM. YOU UNDERSTAND THAT YOUR PURCHASE AND USE IS AT YOUR OWN RISK AND THAT WE PROVIDE PRODUCTS AND SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." YOU ASSUME THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE. SHOULD THEY PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. MICROSOFT DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE MICROSOFT STORE OR 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, TITLE AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS CONTRACT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE MICROSOFT STORE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR.

16 LIMITATION OF LIABILITY

If, despite the other sections of this Contract, Microsoft is found liable to you for any loss or damage that arises out of or is in any way connected with your use of the Microsoft Store, the Services, or any product or service offered, you agree that your exclusive remedy is to recover from Microsoft or any affiliates, resellers, distributors, and vendors direct damages up to (1) an amount equal to the price or fee for one month of any service, subscription or similar fee (not including the purchase price for hardware, software, support, or extended warranties), or (2) US \$100.00 if there was no service, subscription or similar fee.

YOU AGREE THAT 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 EVEN IF YOU INCUR DAMAGES AND EVEN IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY TO ANYTHING RELATED TO THE MICROSOFT STORE, THE SERVICES, THIS CONTRACT, OR ANY PRODUCT OR SERVICE OFFERED, INCLUDING LOSS OF CONTENT; ANY VIRUS AFFECTING YOUR USE OF THE MICROSOFT STORE OR SERVICES; DELAYS OR FAILURES IN STARTING OR COMPLETING TRANSMISSIONS OR TRANSACTIONS; CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; CONSUMER PROTECTION; DECEPTION; UNFAIR COMPETITION; STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION, OMISSION, TRESPASS OR OTHER TORT; VIOLATION OF STATUTE OR REGULATION; OR UNJUST ENRICHMENT.

2 GENERAL LEGAL TERMS INCLUDING BINDING ARBITRATION AND CLASS ACTION WAIVER

2 ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN THE UNITED STATES. This Section 27.1 applies to any dispute EXCEPT THAT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT'S, OR EITHER OF OUR LICENSOR'S INTELLECTUAL PROPERTY RIGHTS.

"Dispute" means any dispute, action, or other controversy between you and Microsoft concerning the Microsoft Store, the Services, this Contract, or any product or service offered, 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.

2 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**. A form is available at 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 e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.

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.

2 Binding Arbitration. IF YOU AND MICROSOFT DO NOT 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. 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.

2 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, PRIVATE ATTORNEY GENERAL 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.

2 Arbitration Procedure, Costs and Fees. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules and in many cases it is Supplementary Procedures for Consumer-Related Disputes. For more information, see www.adr.org or call 1-800-778-7879. In a dispute involving \$75,000 or less, Microsoft will promptly reimburse your filing fees and pay the AAA’ s and arbitrator’ s fees. You and Microsoft agree to the terms governing procedures, fees, and incentives at <http://go.microsoft.com/fwlink/?LinkId=279535>. To commence arbitration, submit the form available at 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. Microsoft agrees to commence arbitration only in your county of residence.

2 Claims or Disputes Must Be Filed Within One Year. To the extent permitted by law, any claim or dispute relating to the Microsoft Store, the Services, this Contract, or any product or service offered must be filed within one year in small claims court (Section 27.1.2), an arbitration proceeding (Section 27.1.3), or in court, if Section 27.1 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 is not filed within one year, it is permanently barred.

2 Rejecting Future Arbitration Changes. You may reject any change Microsoft makes to Section 27.1 (other than address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in Section 27.1.1. If you do, the most recent version of Section 27.1 before the change you rejected will apply.

2 Severability. If the class action waiver in Section 27.1.4 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 27.1 will not 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 Section 27.1 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 27.1 remaining in full force and effect.

2 Interpreting the Contract

All parts of this Contract apply to the maximum extent permitted by the relevant law; you may have greater rights in your jurisdiction of residence. If it is determined that we can't enforce a part of this Contract as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Contract won't change. Section 27.1.8 says what happens if parts of Section 27.1 (arbitration and class action waiver) are found to be illegal or unenforceable, and prevails over this Section 27.2 if inconsistent with it. Other terms may apply if you purchase products or services from other Microsoft websites.

2 Assignment

We may assign, transfer or otherwise dispose our rights and obligations under this Contract, in whole or in part, at any time without notice to you. You may not assign this Contract or transfer any rights under it.

2 No Third-Party Beneficiaries

This Contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns.

2 Notices and Communication

For customer support inquiries, please see the [Sales and Support](#) page on the Website. For disputes, follow the notice procedure in this section.

2 Governing Law

The laws of the state or province where you live govern the interpretation of this Contract, claims for breach of it, and all other claims (including claims for breach of contract, breach of warranty, consumer protection, unfair competition, and tort claims), regardless of conflict of law principles. If you live in the United States,

you and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA, for all disputes arising out of or relating to the Microsoft Store, the Services, this Contract, or any product or service offered, that are heard in court (not arbitration and not small claims court). “State” means a State, the District of Columbia, and any other United States territory or possession. “The United States of America” includes all of them.

1 NOTICES

Notifications of claimed copyright infringement should be sent to Microsoft's designated agent. For details and contact information, see Notice and Procedure for Making Claims of Copyright Infringement at: <http://www.microsoft.com/info/cpyrtlnfrg.htm>. INQUIRIES THAT ARE SUBMITTED BUT ARE NOT RELEVANT TO THE PROCEDURE WILL RECEIVE NO RESPONSE.

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