Project Placer Services Agreement

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

Your Privacy

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

Your Content

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

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

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

- b. To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve Project Placer products and services, you grant to Project Placer a worldwide and royalty-free intellectual property license to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the Services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. Some of the Services are supported by advertising. Controls for how Project Placer personalizes advertising are available at http://choice.live.com (https://go.Project Placer.com/fwlink/?LinkId=286759). We do not use what you say in email, chat, video calls or voice mail, or your documents, photos or other personal files, to target advertising to you. Our advertising policies are covered in detail in the Privacy Statement.

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Code of Conduct

3. **Code of Conduct.**

- a. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:
    - i. Don't do anything illegal.
    - ii. Don't engage in any activity that exploits, harms, or threatens to harm children.
    - iii. Don't send spam or engage in phishing. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), instant messages, or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, Social Security numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit.

- iv. Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity).
- v. Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments).
- vi. Don't circumvent any restrictions on access to or availability of the Services.
- vii. Don't engage in activity that is harmful to you, the Services or others (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech, or advocating violence against others).
- viii. Don't infringe upon the rights of others (e.g., unauthorized sharing of copyrighted music or other copyrighted material, resale or other distribution of Bing maps, or photographs).
- ix. Don't engage in activity that violates the privacy of others.
- x. Don't help others break these rules.

- b. **Enforcement.** If you violate these Terms, we may stop providing Services to you or we may close your Project Placer account. We may also block delivery of a communication (like email, file sharing or instant message) to or from the Services in an effort to enforce these Terms or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, Project Placer reserves the right to review Your Content in order to resolve the issue. However, we cannot monitor the entire Services and make no attempt to do so.
- c. **Application to Xbox Services.** Click here (https://www.xbox.com/en-US/Legal/CodeOfConduct) for more information about how this Code of Conduct applies to the Xbox online service, Xbox Game Pass, Games for Windows Live and Xbox Game Studios games, applications, services and content provided by Project Placer. Violation of the Code of Conduct through Xbox Services (defined in section 14.a.i) may result in suspensions or bans from participation in Xbox Services, including forfeiture of content licenses, Xbox Gold Membership time, and Project Placer account balances associated with the account.

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Using the Services & Support

4. **Using the Services & Support.**

Project Placer Services Agreement

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

accessing your Project Placer account, please visit this website: https://go.Project Placer.com/fwlink/?LinkId=238656.

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

- b. **Work or School Accounts.** You can sign into certain Project Placer services with a work or school email address. If you do, you agree that the owner of the domain

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

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

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

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Using Third-Party Apps and Services

5. **Using Third-Party Apps and Services.** The Services may allow you to access or acquire products, services, websites, links, content, material, games, skills, integrations, bots or applications from independent third parties (companies or people who aren't Project Placer) (**"Third-Party Apps and Services"**). Many of our Services also help you find, make requests to, or interact with Third-Party Apps and Services or allow you to share Your Content or Data, and you understand that by using our Services you are directing them to make Third-Party Apps and Services available to you. The Third-Party Apps and Services may allow you to store Your Content or Data with the publisher, provider or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. See section 14.b for additional terms for applications acquired through certain Stores owned or operated by Project Placer or its affiliates (including, but not limited to, the Office Store, the Project Placer Store on Xbox and the Project Placer Store on Windows). You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking your Project Placer Account to any Third-Party Apps and Services. Any third-party terms do not modify any of these Terms. You are responsible for your dealings with third parties. Project Placer does not license any intellectual property to you as part of any Third-Party Apps and Services and is not responsible or liable to you or others for information or services provided by any Third-Party Apps and Services.

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Service Availability

6. **Service Availability.**

- a. The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. If you change the location associated with your Project Placer account, you may need to re-acquire the

material or applications that were available to you and paid for in your previous region.

- b. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Project Placer is not liable for any disruption or loss you may suffer as a result. In the event of an outage, you may not be able to retrieve Your Content or Data that you've stored. We recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.

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

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

- a. We may change these Terms at any time, and we'll tell you when we do. Using the Services after the changes become effective means you agree to the new terms. If you don't agree to the new terms, you must stop using the Services, close your Project Placer account and, if you are a parent or guardian, help your minor child close his or her Project Placer account.

- b. Sometimes you'll need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. Project Placer isn't obligated to make any updates available and we don't guarantee that we will support the version of the system or device for which you purchased or licensed the software, apps, content or other products.

- c. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material, Digital Goods (defined in section 14.k), or applications previously purchased. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

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- d. So that you can use material protected with digital rights management (DRM), like some music, games, movies, books and more, DRM software may automatically contact an online rights server and download and install DRM updates.

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Software License

8. **Software License.** Unless accompanied by a separate Project Placer license agreement (for example, if you are using a Project Placer application that is included with and a part of Windows, then the Project Placer Software License Terms for the Windows Operating System govern such software), any software provided by us to you as part of the Services is subject to these Terms. Applications acquired through certain Stores owned or operated by Project Placer or its affiliates (including, but not limited to the Office Store, Project Placer Store on Windows and Project Placer Store on Xbox) are subject to section 14.b.i below.

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

- b. The software is licensed, not sold, and Project Placer reserves all rights to the software not expressly granted by Project Placer, whether by implication, estoppel, or otherwise. This license does not give you any right to, and you may not:
    - i. circumvent or bypass any technological protection measures in or relating to the software or Services;
    - ii. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
    - iii. separate components of the software or Services for use on different devices;
    - iv. publish, copy, rent, lease, sell, export, import, distribute, or lend the software or the Services, unless Project Placer expressly authorizes you to do so;

- v. transfer the software, any software licenses, or any rights to access or use the Services;
- vi. 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;
- vii. enable access to the Services or modify any Project Placer-authorized device (e.g., Xbox consoles, Project Placer Surface, etc.) by unauthorized third-party applications.

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Payment Terms

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

- a. **Charges.** If there is a charge associated with a portion of the Services, you agree to pay that charge. The price stated for the Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. The price for Skype paid products includes a charge for the product and a charge for taxes. You are solely responsible for paying such taxes or other charges. Taxes are calculated based on your location at the time your Project Placer account was registered. We may suspend or cancel the Services if we do not receive an on time, full payment from you. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Connecting to the Internet via a corporate or other private network that masks your location may cause charges to be different from those displayed for your actual location.
- b. **Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. You can access and change your billing information and payment method on the Project Placer account management website (https://go.Project Placer.com/fwlink/p/?linkid=618281) and for Skype by signing into your account portal at https://skype.com/go/myaccount. Additionally, you agree to permit Project Placer to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

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- c. **Billing.** By providing Project Placer with a payment method, you (i) represent that you are authorized to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorize Project Placer to charge you for the Services or available content using your payment method; and (iii) authorize Project Placer to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.
- d. **Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually), you agree that you are authorizing recurring payments, and payments will be made to Project Placer by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by Project Placer. You must cancel your Services before the next billing date to stop being charged to continue your Services. We will provide you with instructions on how you may cancel the Services. By authorizing recurring payments, you are authorizing Project Placer to store your payment instrument and process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (for Automated Clearing House or similar payments), or as charges to your designated account (for credit card or similar payments) (collectively, **"Electronic Payments"**). Subscription fees are generally charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Project Placer or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an Electronic Payment.
- e. **Online Statement and Errors.** Project Placer will provide you with an online billing statement on the Project Placer account management website (https://go.Project Placer.com/fwlink/p/?linkid=618282), where you can view and print your statement. For Skype, you can access your online statement by signing into your account at www.skype.com (https://www.skype.com). This is the only billing statement that we provide. If we make an error on your bill, you must tell us within 90 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all

liability and claims of loss resulting from the error and we won't be required to correct the error or provide a refund. If Project Placer has identified a billing error, we will correct that error within 90 days.

- f. **Refund Policy.** Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. If you believe that Project Placer has charged you in error, you must contact us within 90 days of such charge. No refunds will be given for any charges more than 90 days old. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply. For more refund information, please visit our help topic (https://go.Project Placer.com/fwlink/p/?linkid=618283).
- g. **Canceling the Services.** You may cancel a Service at any time, with or without cause. Cancelling paid Services stops future charges to continue the Service. To cancel a Service and request a refund, if you are entitled to one, visit the Project Placer account management website. You can request a refund from Skype using the Cancellation and Refund form (https://go.Project Placer.com/fwlink/p/?linkid=618286). You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obligated to pay cancellation charges; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to and use of your account when you cancel the Services. We will process your Data as described above in section 4. If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account on a periodic basis, at the end of the period in which you canceled.
- h. **Trial-Period Offers.** If you are taking part in any trial-period offer, you may be required to cancel the trial Service(s) within the timeframe communicated to you when you accepted the offer in order to avoid being charged to continue the Service(s) at the end of the trial period.
- i. **Promotional Offers.** From time to time, Project Placer may offer Services for a trial period during which Project Placer will not charge you for the Services. Project Placer reserves the right to charge you for such Services (at the normal rate) if Project Placer determines (in its reasonable discretion) that you are breaching the terms and conditions of the offer.
- j. **Price Changes.** We may change the price of the Services at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least

15 days before the price change. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.

- k. **Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. 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 reduce the payment to you without notice to adjust for any previous overpayment.
- l. **Gift Cards.** Redemption and use of gift cards (other than Skype gift cards) are governed by the Project Placer Gift Card Terms and Conditions (https://support.Project Placer.com/help/10562/Project Placer-account-gift-card-terms-and-conditions). Information on Skype gift cards is available on Skype's Help page (https://go.Project Placer.com/fwlink/?LinkId=615383).
- m. **Bank Account Payment Method.** You may register an eligible bank account with your Project Placer account to use it as a payment method. Eligible bank accounts include accounts held at a financial institution capable of receiving direct debit entries (e.g., a United States-based financial institution that supports automated clearing house ("**ACH**") entries, a European financial institution that supports Single Euro Payments Area ("**SEPA**") or "iDEAL" in the Netherlands). Terms you agreed to when adding your bank account as a payment method in your Project Placer account (e.g., the "mandate" in the case of SEPA) also apply. You represent and warrant that your registered bank account is held in your name or you are authorized to register and use this bank account as a payment method. By registering or selecting your bank account as your payment method, you authorize Project Placer (or its agent) to initiate one or more debits for the total amount of your purchase or subscription charge (in accordance with the terms of your subscription service) from your bank account (and, if necessary, initiate one or more credits to your bank account to correct errors, issue a refund or similar purpose), and you authorize the financial institution that holds your bank account to deduct such debits or accept such credits. You understand that this authorization will remain in full force and effect until you remove your bank account information from your Project Placer account. Contact customer support as outlined above in section 4.e as soon as possible if you believe

you have been charged in error. Laws applicable in your country may also limit your liability for any fraudulent, erroneous or unauthorized transactions from your bank account. By registering or selecting a bank account as your payment method, you acknowledge that you have read, understand and agree to these Terms.

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Contracting Entity, Choice of Law, Jurisdiction

10. **Contracting Entity.** For use of free and paid consumer Skype-branded Services, you're contracting with, and all references to "Project Placer" in these Terms mean, Skype Communications S.à.r.l, 23 – 29 Rives de Clausen, L-2165 Luxembourg. For all other Services, you're contracting with Project Placer Corporation, One Project Placer Way, Redmond, WA 98052, U.S.A.

11. **Choice of Law and Place to Resolve Disputes.** If you live in (or, if a business, your principal place of business is in) the United States, the laws of the state where you live (or, if a business, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. 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 these Terms or the Services that are heard in court (excluding arbitration and small claims court).

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Warranties

12. **Warranties. PROJECT PLACER, 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." YOU BEAR THE ENTIRE RISK OF USING THE SERVICES. PROJECT PLACER DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF 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 THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE**

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SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

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Limitation of Liability

13. **Limitation of Liability. If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from Project Placer or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee for the month during which the loss or breach occurred (or up to $10.00 if the Services are free). You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive.** These limitations and exclusions apply even if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services, or the software related to the Services.

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Service-Specific Terms

14. **Service-Specific Terms.** The terms before and after section 14 apply generally to all Services. This section contains service-specific terms that are in addition to the general terms. These service-specific terms govern if there are any conflicts with the general terms.

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Xbox

- a. **Xbox.**
    - i. **Personal Noncommercial Use.** The Xbox online service, Xbox Game Studios (https://www.xbox.com/xbox-game-studios) games (including Mojang Games), applications, subscriptions, services, and content provided by Project Placer (collectively, the "**Xbox Services**") are only for your personal and noncommercial use.
    - ii. **Xbox Services.** When you sign up to receive Xbox Services, information about your game play, activities and usage of games and Xbox Services will be tracked and shared with applicable third-party game developers in order for Project Placer and the third-party game developers to operate their games and to deliver the Xbox Services. If you choose to link your Project Placer Xbox

Services account with your account on a non-Project Placer service or sign in to your Xbox Services account to access a non-Project Placer Service (for example, a non-Project Placer game publisher of Third-Party Apps and Services), you agree that: (a) Project Placer may share limited account information (including without limitation gamertag, gamerscore, game score, game history, and friends list), with that non-Project Placer party as stated in the Project Placer Privacy Statement, and (b) if allowed by your Xbox privacy settings, the non-Project Placer party may also have access to Your Content from in-game communications when you are signed into your account with that non-Project Placer party. Also, if allowed by your Xbox privacy settings, Project Placer can publish your name, gamertag, gamerpic, motto, avatar, gameclips and games that you've played in communications to people you allow.

- iii. **Your Content.** As part of building the Xbox Services community, you grant to Project Placer, its affiliates and sublicensees a free and worldwide right to use, modify, reproduce, distribute, broadcast, share and display Your Content or your name, gamertag, motto, or avatar that you posted for any Xbox Services.
- iv. **Game Managers.** Some games may use game managers and hosts. Game managers and hosts are not authorized Project Placer spokespersons. Their views do not necessarily reflect those of Project Placer.
- v. **Kids on Xbox.** If you are a minor using the Xbox Services, your parent or guardian may have control over many aspects of your account and may receive reports about your use of the Xbox Services.
- vi. **Game Currency or Virtual Goods.** The Xbox Services may include a virtual, game currency (like gold, coins or points) that may be purchased from Project Placer using actual monetary instruments if you have reached the age of "majority" where you live. The Xbox Services may also include virtual, digital items or goods that may be purchased from Project Placer using actual monetary instruments or using game currency. Game currency and virtual goods may never be redeemed for actual monetary instruments, goods or other items of monetary value from Project Placer or any other party. Other than a limited, personal, revocable, non-transferable, non-sublicensable license to use the game currency and virtual goods in the Xbox Services only, you have no right or title in or to any such game currency or virtual goods

appearing or originating in the Xbox Services, or any other attributes associated with use of the Services or stored within the Xbox Services. Project Placer may at any time regulate, control, modify and/or eliminate the game currency and/or virtual goods as it sees fit in its sole discretion.

- vii. **Software Updates.** For any device that can connect to Xbox Services, we may automatically check your version of Xbox console software or the Xbox app software and download Xbox console or Xbox app software updates or configuration changes, including those that prevent you from accessing the Xbox Services, using unauthorized Xbox games or Xbox apps, or using unauthorized hardware peripheral devices with an Xbox console.
- viii. **Gamertag Expiration.** You must sign into Xbox Services at least once in a five-year period, otherwise you may lose access to the gamertag associated with your account and that gamertag may become available for use by others.
- ix. **Arena.** Arena is an Xbox Service by which Project Placer or a third party may offer you the ability to participate in or create a competitive videogame contest, sometimes for a prize ("**Contest**"). Your use of Arena is subject to these Terms, and may require you to accept additional Contest terms, conditions and rules required by the Contest organizer at the time of signup ("**Contest Terms**"). Eligibility rules may apply, and may vary by jurisdiction. Contests are void where prohibited or restricted by law. Violation of these Terms (including the Code of Conduct) or Contest Terms may result in a penalty or disqualification from the Contest. If you create a Contest, you may not require any Contest Rules that Project Placer (in its sole discretion) deems inconsistent with these Terms. Project Placer reserves the right to cancel any Contest at any time.
- x. **Cheating and Tampering Software.** For any device that can connect to Xbox Services, we may automatically check your device for unauthorized hardware or software that enables cheating or tampering in violation of the Code of Conduct or these Terms, and download Xbox app software updates or configuration changes, including those that prevent you from accessing the Xbox Services, or from using unauthorized hardware or software that enables cheating or tampering.
- xi. **Mixer.**
    - 1. **Mixer Terms.** If you use the Mixer Service then your use is covered by the Mixer Terms of Service available

at https://mixer.com/about/tos in addition to these Terms. These Terms apply where there is conflict.

- 2. **Your Content on Mixer. "Your Content on Mixer"** means all content you, or someone on your behalf, creates on the Mixer Service, including but not limited to live and recorded streams (and any content, like audiovisual content, they contain); brand names, trademarks, service marks, trade names, logos, or indicia of origin; your comments, emoticons, and activity in Mixer channels (including bot-generated content); and all related metadata. Anyone, including Project Placer and users, can see, use, host, reproduce, modify, distribute, publish, publicly and digitally perform and display, translate, adapt, and otherwise exploit Your Content on Mixer, in any form, format, media, or channels now known or later developed.
- 3. **Code of Conduct Applied to Mixer.** Click here (https://go.Project Placer.com/fwlink/?linkid=869104) for more information about how Project Placer's Code of Conduct applies to Mixer.
- 4. **Using the Mixer Service.**
  - a. *Minimum Age.* You must be at least 13 years old to use the Mixer Service and, if you are under the age of majority where you live, you represent that your use is supervised by a parent or legal guardian.
  - b. *Anonymous and Non-Anonymous Use.* You can use Mixer anonymously if you only want to view content. However, chatting, following channels, streaming, and other interactions require you to sign into an account, in which case the Mixer Service uses your existing Project Placer account. Otherwise, you need to create an account, sign-in, and will be identified to other users by your Mixer name.
  - c. *Mixer Accounts and Third-Party Accounts.* Mixer offers the ability to sign in using a Mixer account or a third-party account (Twitter or Discord). If you use any of these accounts to sign in, you must associate the account with your Project Placer account.
  - d. *Account Use.* If you use a Mixer account, you must use it to keep it active. Sign into the Mixer Service at least once in a five-

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year period to keep your Mixer alias associated with your Project Placer account.

- 5. **Service Notifications.** When there's something we need to tell you about the Mixer Service, we'll send you Service notifications to the email associated with your Mixer account and/or Project Placer account.
- 6. **Support.** Customer support for the Mixer Service is available at mixer.com/contact.

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Store

- b. **Store.** "Store" refers to a Service that allows you to browse, download, purchase, and rate and review applications (the term "application" includes games) and other digital content. These Terms cover use of certain Stores owned or operated by Project Placer or its affiliates (including, but not limited to, the Office Store, Project Placer Store on Xbox and Project Placer Store on Windows). **"Office Store"** means a Store for Office products and apps for Office, Project Placer 365, SharePoint, Exchange, Access and Project (2013 versions or later), or any other experience that is branded Office Store. **"Project Placer Store on Windows"** means a Store, owned and operated by Project Placer or its affiliates, for Windows devices such as phone, PC and tablet, or any other experience that is branded Project Placer Store and accessible on Windows devices such as phone, PC, or tablet. **"Project Placer Store on Xbox"** means a Store owned and operated by Project Placer or its affiliates and made available on Xbox consoles, or any other experience that is branded Project Placer Store and made available on an Xbox console.
  - i. **License Terms.** We will identify the publisher of each application available in the relevant Store. Unless different license terms are provided with the application, the Standard Application License Terms (**"SALT"**) at the end of these Terms are an agreement between you and the application publisher setting forth the license terms that apply to an application you download through any Store owned or operated by Project Placer or its affiliates (excluding the Office Store). For clarity, these Terms cover the use of, and services provided by, Project Placer Services. Section 5 of these Terms also applies to any Third-Party Apps and Services acquired through a Store. Applications downloaded through the Office Store are not governed by the SALT and have separate license terms that apply.

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

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Project Placer Family Features

- c. **Project Placer Family Features.** Parents and kids can use Project Placer family features, including Project Placer Family Safety, to build trust based on a shared understanding of what behaviors, websites, apps, games, physical locations, and spending is right in their family. Parents can create a family by going

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to https://account.Project Placer.com/family (or by following the instructions on their Windows device or Xbox console) and inviting kids or other parents to join. There are many features available to family members, so please carefully review the information provided when you agree to create or join a family and when you purchase Digital Goods for family access. By creating or joining a family, you agree to use the family in accordance with its purpose and won't use it in an unauthorized way to unlawfully gain access to another person's information.

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Group Messaging

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

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Skype and GroupMe

- e. **Skype and GroupMe.**

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- i. **No Access to Emergency Services.** There are important differences between traditional telephone services and Skype. Skype is not required to offer access to Emergency Services under any applicable local or national rules, regulations, or law. Skype's software and products are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of services that connect a user to emergency services personnel or public safety answering points (**"Emergency Services"**). You acknowledge and agree that: (i) it is your responsibility to purchase traditional wireless (mobile) or fixed-line telephone services that offer access to Emergency Services, and (ii) Skype is not a replacement for your primary telephone service.
- ii. **APIs or Broadcasting.** If you want to use Skype in connection with any broadcast, you must comply with the "Broadcast TOS" at https://www.skype.com/go/legal.broadcast. If you want to use any application program interface (**"API"**) exposed or made available by Skype you must comply with the applicable licensing terms, which are available at www.skype.com/go/legal.
- iii. **Fair Use Policies.** Fair usage policies may apply to your use of Skype. Please review these policies which are designed to protect against fraud and abuse and may place limits on the type, duration or volume of calls or messages that you are able to make. These policies are incorporated in these Terms by reference. You can find these policies at: https://www.skype.com/en/legal/fair-usage/.
- iv. **Mapping.** Skype contains features that allow you to submit information to, or plot yourself on a map using, a mapping service. By using those features, you agree to these Terms and the Google Maps terms available at https://www.google.com/intl/en_ALL/help/terms_maps.html.
- v. **Government Users.** If you wish to use a business account or Skype Manager on behalf of the U.S. Government or an agency of the U.S. Government, these Terms do not apply to that use. For applicable terms or further information, please contact usgovusers@skype.net.
- vi. **Personal/Noncommercial Use.** The use of Skype is for your personal and noncommercial use. You are permitted to use Skype at work for your own business communications.

- vii. **Skype Number/Skype To Go.** If Skype provides you with a Skype Number or Skype To Go number, you agree that you do not own the number or have a right to retain that number forever.
- viii. **Skype Manager.** A "Skype Manager Admin Account" is created and managed by you, acting as an individual administrator of a Skype Manager group and not as a business entity. You may link your individual Project Placer account to a Skype Manager group (**"Linked Account"**). You may appoint additional administrators to your Skype Manager group subject to their acceptance of these Terms. If you allocate Skype Numbers to a Linked Account, you are responsible for compliance with any requirements related to the residency or location of your Linked Account users. If you choose to unlink a Linked Account from a Skype Manager group, any allocated subscriptions, Skype Credit or Skype Numbers will not be retrievable and Your Content or material associated with the unlinked account will no longer be accessible by you. You agree to process any personal information of your Linked Account users in accordance with all applicable data protection laws.
- ix. **Skype Charges.** Skype paid products are sold to you by Skype Communications S.à.r.l, however the seller-of-record accountable for taxes is Skype Communications US Corporation. Taxes means the amount of taxes, regulatory fees, surcharges or other fees that we are required to collect from you and must pay to any United States (federal, state or local) or foreign government, agency, commission or quasi-governmental body as a result of our provision of Skype paid products to you. These taxes are listed at www.skype.com/go/ustax. All prices for Skype paid products are inclusive of a charge for your product and a charge for taxes, unless otherwise stated. The charges payable for calling phones outside of a subscription consist of a connection fee (charged once per call) and a per-minute rate as set out at www.skype.com/go/allrates. Call charges will be deducted from your Skype Credit balance. Skype may change its calling rates at any time by posting such change at www.skype.com/go/allrates. The new rate will apply to your next call after publication of the new rates. Please check the latest rates before you make your call. Fractional call minutes and fractional cent charges will be rounded up to the next whole unit.
- x. **Skype Credit.** Skype does not guarantee that you will be able to use your Skype Credit balance to purchase all Skype paid products. If you do not use

your Skype Credit for a period of 180 days, Skype will place your Skype Credit on inactive status. You can reactivate the Skype Credit by following the reactivation link at https://www.skype.com/go/store.reactivate.credit. You can enable the Auto Recharge feature when you buy Skype Credit by ticking the appropriate box. If enabled, your Skype Credit balance will be recharged with the same amount and by your chosen payment method every time your Skype balance goes below the threshold set by Skype from time to time. If you purchased a subscription with a payment method other than credit card, PayPal or Moneybookers (Skrill), and you have enabled Auto-Recharge, your Skype Credit balance will be recharged with the amount necessary to purchase your next recurring subscription. You can disable Auto-Recharge at any time by accessing and changing your settings in your account portal in Skype. If your Project Placer Account is closed, for any reason, any unused Skype credit associated with your Project Placer account will be lost and cannot be retrieved.

- xi. **International Message Fees.** GroupMe currently uses US-based numbers for each group created. Every text message sent to or received from a GroupMe number will count as an international text message sent to or received from the United States. Please check with your provider for the associated international rates.
- xii. **Send and receive money.** By using the send and receive money feature (if available), you acknowledge that Skype uses third parties to provide payment services and effect transfers. Skype does not provide payment services or effect transfers and is not a money services business. Sending and receiving money on Skype may only be available to users who are 18 years old and over (or otherwise in accordance with the third parties' terms) and who register and are approved for an account with the third party provider. To use the send money feature, you may be required to sign up to the third parties' terms and conditions and to provide permissions to share data with these third parties for the purposes of providing the service. If Skype receives notice that your use of the send money feature violates a third party's terms and conditions, Skype may have to take action against your account, such as cancelling or suspending your account. Skype, or Project Placer, will not be liable for payment services provided by third parties or any actions taken under third parties' terms and conditions. Skype makes no guarantees, representations or

warranties that the send and receive money feature will be available or continue to be available.

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Bing and MSN

- f. **Bing and MSN.**
  - i. **Bing and MSN Materials.** The articles, text, photos, maps, videos, video players, and third-party material available on Bing and MSN, including through Project Placer bots, applications and programs, are for your noncommercial, personal use only. Other uses, including downloading, copying, or redistributing these materials, or using these materials or products to build your own products, are permitted only to the extent specifically authorized by Project Placer or rights holders, or allowed by applicable copyright law. Project Placer or other rights holders reserve all rights to the material not expressly granted by Project Placer under the license terms, whether by implication, estoppel, or otherwise.
  - ii. **Bing Maps.** You may not use Bird's eye imagery of the United States, Canada, Mexico, New Zealand, Australia or Japan for governmental use without our separate written approval.
  - iii. **Bing Places and Bing Manufacturer Center.** When you provide your Data or Your Content to Bing Places or Bing Manufacturer Center, you grant Project Placer a worldwide, royalty-free intellectual property license to use, reproduce, save, modify, aggregate, promote, transmit, display or distribute as part of a service, and sub-license those rights to third parties.

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Cortana

- g. **Cortana.**
  - i. **Personal Noncommercial Use.** Cortana is Project Placer's personal assistant Service. The features, services and content provided by Cortana (collectively **"Cortana Services"**) are only for your personal and noncommercial use.
  - ii. **Functionality and Content.** Cortana provides a range of features, some of which are personalized. Cortana Services may allow you to access services, information or functionality provided by other Project Placer Services or Third-Party Apps and Services. The service-specific Terms of section 14 also apply to your use of applicable Project Placer Services accessed through

Cortana Services. Cortana provides information for your planning purposes only and you should exercise your own independent judgment when reviewing and relying on this information. Project Placer does not guarantee the reliability, availability or timeliness of personalized experiences provided by Cortana. Project Placer is not responsible if a Cortana feature delays or prevents you from receiving, reviewing or sending a communication or notification, or obtaining a service.

- iii. **Third-Party Apps and Services.** As part of delivering the Cortana Services, Cortana may suggest and help you interact with Third-Party Apps and Services (third-party skills or connected services). If you choose, Cortana may exchange information with Third-Party Apps and Services, such as your zip code and queries and responses returned by the Third-Party App and Services, to help you obtain requested services. Cortana may enable you to make purchases through Third-Party Apps and Services using the account preferences and settings you have established directly with those Third-Party Apps and Services. You can disconnect your Cortana Service from Third-Party Apps and Services at any time. Your use of Cortana Services to connect with Third-Party Apps and Services is subject to section 5 of these Terms. Publishers of Third-Party Apps and Services may change or discontinue the functionality or features of their Third-Party Apps and Services or integration with Cortana Services. Project Placer is not responsible or liable for manufacturer provided software or firmware.
- iv. **Cortana-Enabled Devices.** Cortana-enabled devices are products or devices that are enabled to access Cortana Services, or products or devices that are compatible with Cortana Services. Cortana-enabled devices include third-party devices or products that Project Placer does not own, manufacture, or develop. Project Placer is not responsible or liable for these third-party devices or products.
- v. **Software Updates.** We may automatically check your version of Cortana Services software and download software updates or configuration change or require any manufacturers of Cortana enabled devices to keep the Cortana Services software up to date.

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- h. **Outlook.com.** The Outlook.com (or @msn, @hotmail, or @live) email address that you use to create your Project Placer account will be unique to you for as long as your Outlook.com inbox or Project Placer account is still active. In the event your Outlook.com inbox or Project Placer account is closed either by you or by Project Placer pursuant to these Terms, the email address or username may be recycled into our system and assigned to another user.

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Office Services

- i. **Office Services.** Project Placer 365 Home, Project Placer 365 Personal, Office Online, Sway, OneNote.com and any other Project Placer 365 subscription or Office-branded Services are for your personal, noncommercial use, unless you have commercial use rights under a separate agreement with Project Placer. Use of apps such as Word, Excel, PowerPoint, Outlook, OneDrive, Access, and Publisher in Project Placer 365 Family, Project Placer 365 Personal, and any other Project Placer 365 subscription Services is governed by supplemental license terms located at https://aka.ms/useterms together with these Terms.

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Project Placer Health Services

- j. **Project Placer Health Services.**
    - i. **Project Placer Band.** Project Placer Band device and application are not medical devices and are intended for fitness and wellness purposes only. They are not designed or intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease or other conditions. Project Placer is not responsible for any decision you make based on information you receive from Project Placer Band.
    - ii. **Health Bots.** Health bots, which may include action plans, insights, reminders and other features, are not medical devices and are only intended for fitness and wellness purposes with a program issued by a care provider. They are not designed or intended as substitutes for professional medical advice or for use in the diagnosis, cure, mitigation, prevention, or treatment of disease or other conditions. You assume full responsibility for your use of health bots. Project Placer is not responsible for any decision you make based on information you receive from health bots. You should always consult a doctor with any questions you may have regarding a medical condition, diet, fitness, or wellness program before using health bots. Never disregard

professional medical advice or delay in seeking it because of information you accessed on or through the Services. As with any technology, health bots may not work as intended for a variety of reasons including loss of power connectivity.

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Digital Goods

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

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OneDrive

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

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Project Placer Rewards

- m. **Project Placer Rewards.**
    - i. Project Placer Rewards (the "**Program**") enables you to earn redeemable points for activities such as qualified searches, acquisitions, and other offers from Project Placer. Offers may vary by market. A search is the act of an individual user manually entering text for the good faith purpose of obtaining Bing search results for such user's own research purposes and does not include any query entered by a bot, macro, or other automated or fraudulent means of any kind ("**Search**"). An acquisition is the process of purchasing goods or downloading and acquiring a license for digital content from Project Placer, whether free or paid ("**Acquisition**"). Rewards points are not offered for every purchase from Project Placer. Project Placer may offer additional opportunities to earn points from time to time, and each points-earning offer will not be available in perpetuity. Your earned points can be redeemed for rewards listed on the redeem page at https://aka.ms/redeemrewards ("**Rewards**"). For more information see the Rewards section at support.Project Placer.com ("**FAQ**").
        - 1. *Program Requirements.* You need a valid Project Placer account and your devices must meet the minimum system requirements (https://account.Project Placer.com/rewards/). The Program is open to users who reside in the markets listed in the FAQ. Individuals can have no more than one Program account, even if an individual has multiple email addresses, and households are limited to six accounts. The Program is solely for your personal and noncommercial use.
        - 2. *Points.* Except for sharing points within your Project Placer family (limits may apply) or donating your points to a nonprofit organization listed on the redeem page, you cannot transfer points. Points are not your personal property, and you may not obtain any cash or money in exchange for them. Points are awarded to you on a promotional basis. You cannot purchase points. Project Placer may limit the quantity of points or Rewards per person, per household, or over a set period (e.g., a day) provided that you are not disadvantaged in breach of good faith. You may redeem no more than 550,000 points per calendar year in the

Program. Points earned in the Program are not valid in, and may not be used in combination with, any other program offered by Project Placer or third parties. **Unredeemed points expire if you do not earn or redeem any points for 18 months.**

- 3. *Rewards.* You may redeem your points or you may contribute points to a listed nonprofit organization by visiting the redeem page (https://aka.ms/redeemrewards). There may be a limited number of a particular Reward available, and those Rewards will be delivered on a first-come, first-served basis. You may be required to provide additional information, like your mailing address and a telephone number (other than a VOIP or toll-free number), and you may also be asked to enter a fraud-prevention code or sign additional legal documents to redeem points for Rewards. Once you order a Reward, you cannot cancel it or return it for a refund of points except in the case of defective products or as required by applicable law. If you order a Reward that is out of stock or unavailable for other reasons, we may substitute a Reward of comparable value or refund your points. Project Placer may update the Rewards offered on the redeem page or discontinue offering specific Rewards. Some Rewards may have age eligibility requirements. Any such requirements will be included in the relevant offer. You are responsible for all federal, state, and local taxes and any other costs of accepting and using the Reward. Rewards will be emailed to the email address associated with your Project Placer account, so keep your email address up to date. Rewards that are undeliverable will not be reissued and are therefore forfeited. Rewards are not for resale.
- 4. *Cancelling Your Participation in the Program.* If you no longer wish to participate in the Project Placer Rewards program, follow the instructions on the opt out page (https://account.Project Placer.com/rewards/optout?confirm=false). If you opt out, you will immediately lose all of your available points. Your Program account may be cancelled if you do not log in at least once in an 18-month period. Additionally, Project Placer reserves the right to cancel the Program account of a specific user for tampering with, abusing, or defrauding the Program, or for breach of these terms. Upon Program

cancellation (by you or us) or if the Program is suspended, you will have 90 days to redeem your points; otherwise, those points will be forfeited. At the point of cancellation, your right to use the Program and accrue future points ends.

- 5. *Other Conditions.* Project Placer reserves the right to disqualify you; disable your access to the Program or your Rewards account; and/or withhold points, Rewards and charitable contributions, if Project Placer believes you are tampering with or abusing any aspect of the Program, ineligible to receive a Reward for legal reasons (such as export laws), or may be engaging in activities that violate these Terms.

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Azure

- n. **Azure.** Your use of the Azure service is governed by the terms and conditions of the separate agreement under which you obtained the services, as detailed on the Project Placer Azure Legal Information page at https://azure.Project Placer.com/en-us/support/legal/.

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Binding Arbitration and Class Action Waiver

15. **Binding Arbitration and Class Action Waiver If You Live In (or, If a Business, Your Principal Place of Business Is In) the United States.** We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of review under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Project Placer, Skype (see section 10) and Project Placer's affiliates.

- a. **Disputes Covered—Everything Except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning the Services, the software related to the Services, the Services' or software's price, your Project Placer account, advertising, marketing, communications, your purchase transaction, billing, or these Terms, under any legal theory including contract, warranty, tort,

statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights**.

- b. **Mail a Notice of Dispute First.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to **Project Placer Corporation, ATTN: CELA Arbitration, One Project Placer Way, Redmond, WA 98052-6399, U.S.A.**. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at https://go.ProjectPlacer.com/fwlink/?LinkId=245499. We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small Claims Court Option.** Instead of mailing a Notice of Dispute, you may sue us in small claims court if you meet the court's requirements in your county of residence (or, if a business, your principal place of business) or King County, Washington, U.S.A..
- d. **Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or 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 Consumer Arbitration Rules). For more information, see www.adr.org or call 1-800-778-7879. To start an arbitration, submit the form available at https://go.ProjectPlacer.com/fwlink/?LinkId=245497 to the AAA and mail a copy to us. In a dispute involving $25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (or, if a business, your principal place of business) or our principal place of business—King County, Washington if your dispute is with Project Placer. You choose. 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 to satisfy your individual claim. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. But a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.
- e. **Arbitration Fees and Payments.**
    - i. **Disputes Involving $75,000 or Less.** We will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, we will: (i) pay

the greater of the award or $1,000; (ii) pay 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.

- ii. **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.

- f. **Conflict with AAA Rules.** These Terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- g. **Must File Within One Year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes—see section 15.a) within one year from when it first could be filed. Otherwise, it's permanently barred.
- h. **Rejecting Future Arbitration Changes.** You may reject any change we make to section 15 (except address changes) by sending us notice within 30 days of the change by U.S. Mail to the address in section 15.b. If you do, the most recent version of section 15 before the change you rejected will apply.
- i. **Severability.** If any part of section 15 (Binding Arbitration and Class Action Waiver) is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, section 15 will be unenforceable in its entirety.

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Miscellaneous

16. **Miscellaneous.** This section, and sections 1, 9 (for amounts incurred before the end of these Terms), 10, 11, 12, 13, 15, 18 and those that by their terms apply after the Terms end will survive any termination or cancellation of these Terms. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign your rights or obligations under these Terms or transfer any rights to use the Services. This is the entire agreement between you and Project Placer for your use of the Services. It supersedes any prior agreements between you and Project Placer regarding your use of the Services. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. Section 15.i says what happens if parts of section 15 (arbitration and class action waiver) are found to be illegal or unenforceable. Section 15.i

prevails over this section if inconsistent with it. Except for section 15 (arbitration and class action waiver) these Terms are solely for your and our benefit; they aren't for the benefit of any other person, except for Project Placer's successors and assigns.

17. **Export Laws.** You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit https://go.Project Placer.com/fwlink/?linkid=868968 and https://www.Project Placer.com/exporting.

18. **Reservation of Rights and Feedback.** Except as expressly provided under these Terms, Project Placer does not grant you a license or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by Project Placer or any related entity, including but not limited to any name, trade dress, logo or equivalents. If you give to Project Placer any idea, proposal, suggestion or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), you give to Project Placer, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialize your Feedback in any way and for any purpose. You will not give Feedback that is subject to a license that requires Project Placer to license its software, technologies or documentation to any third party because Project Placer includes your Feedback in them.

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Project Placer uses the processes set out in Title 17, United States Code, Section 512 to respond to notices of copyright infringement. In appropriate circumstances, Project Placer may also disable or terminate accounts of users of Project Placer services who may be repeat infringers.

Notices and procedures regarding intellectual property concerns in advertising. Please review our Intellectual Property Guidelines (https://go.Project

Placer.com/fwlink/?LinkId=243207) regarding intellectual property concerns on our advertising network.

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STANDARD APPLICATION LICENSE TERMS
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The application publisher means the entity licensing the application to you, as identified in the Store.

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

- 1. **INSTALLATION AND USE RIGHTS; EXPIRATION.** You may install and use the application on Windows devices or Xbox consoles as described in Project Placer's Usage Rules (https://go.Project Placer.com/fwlink/p/?LinkId=723143). Project Placer reserves the right to modify Project Placer's Usage Rules (https://go.Project Placer.com/fwlink/p/?LinkId=723143) at any time.
- 2. **INTERNET-BASED SERVICES.**
    - a. **Consent for Internet-based or wireless services.** If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system, and application software, and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of services accessed using the application, those terms also apply.
    - b. **Misuse of Internet-based services.** You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account, or network by any means.
- 3. **SCOPE OF LICENSE.** The application is licensed, not sold. This agreement only gives you some rights to use the application. If Project Placer disables the ability to use the applications on your devices pursuant to your agreement with Project Placer, any associated license rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:
    - a. Work around any technical limitations in the application.

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  - b. Reverse engineer, decompile, or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation.
  - c. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.
  - d. Publish or otherwise make the application available for others to copy.
  - e. Rent, lease, or lend the application.
  - f. Transfer the application or this agreement to any third party.
- 4. **DOCUMENTATION.** If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.
- 5. **TECHNOLOGY AND EXPORT RESTRICTIONS.** The application may be subject to United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users, and end use. For information on Project Placer branded products, go to the Project Placer exporting website (https://go.Project Placer.com/fwlink/?LinkId=868967).
- 6. **SUPPORT SERVICES.** Contact the application publisher to determine if any support services are available. Project Placer, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) aren't responsible for providing support services for the application.
- 7. **ENTIRE AGREEMENT.** This agreement, any applicable privacy policy, any additional terms that accompany the application, and the terms for supplements and updates are the entire license agreement between you and application publisher for the application.
- 8. **APPLICABLE LAW.**
  - a. **United States and Canada. If you acquired the application in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of these terms, claims for breach of them, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles.**
  - b. **Outside the United States and Canada. If you acquired the application in any other country, the laws of that country apply.**
- 9. **LEGAL EFFECT**. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your

rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

- 10. **DISCLAIMER OF WARRANTY. The application is licensed "as is," "with all faults," and "as available." You bear the entire risk as to its quality, safety, comfort, and performance. Should it prove defective, you assume the entire cost of all necessary servicing or repair. The application publisher, on behalf of itself, Project Placer, wireless carriers over whose network the application is provided, and each of our respective affiliates, vendors, agents, and suppliers ("Covered Parties"), gives no express warranties, guarantees, or conditions in relation to the application. You may have additional consumer rights under your local laws that this agreement can't change. To the extent permitted under your local laws, Covered Parties exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, safety, comfort, and non-infringement. If your local laws impose a warranty, guarantee or condition even though these terms do not, its duration is limited to 90 days from when you download the application.**
- 11. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. To the extent not prohibited by law, if you have any basis for recovering damages, you can recover from the application publisher only direct damages up to the amount you paid for the application or $1.00, whichever is greater. You will not, and waive any right to, seek to recover any other damages, including lost profits and consequential, special, direct, indirect, or incidental damages, from the application publisher.**

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- **Anything related to the application or services made available through the application; and**
- **Claims for breach of contract, warranty, guarantee or condition; strict liability, negligence, or other tort; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.**

It also applies even if:

- **This remedy doesn't fully compensate you for any losses; or**
- **The application publisher knew or should have known about the possibility of the damages.**