

## **Microsoft Service Agreement Last Updated: July 2006**

### **THANK YOU FOR CHOOSING MICROSOFT!**

#### **1. What the Contract Covers.**

This is a contract between you and the Microsoft company referenced in section 24. Sometimes Microsoft is referred to as “we,” “us” or “our”. This contract applies to any Windows Live or MSN software, products or services, including updates, that you use while this contract is in force. All of the software, products or services are referred to in this contract as the “service.”

**Please note that we do not provide warranties for the service. The contract also limits our liability. These terms are in sections 15 and 16 and we ask you to read them carefully.**

#### **2. When You May Use the Service.**

You may start using the service as soon as you have finished the sign-up process.

#### **3. How You May Use the Service.**

In using the service, you will:

- obey the law;
- obey any codes of conduct or other notices we provide;
- obey the Microsoft Anti-spam Policy, which is available at <http://privacy.msn.com/anti-spam>
- keep your service account password secret; and
- promptly notify us if you learn of a security breach related to the service.

#### **4. How You May Not Use the Service.**

In using the service, you may not:

- use the service in a way that harms us or our affiliates, resellers, distributors, and/or vendors (collectively, the “Microsoft parties”), or any customer of a Microsoft party;
- use any portion of the service as a destination linked from any unsolicited bulk messages or unsolicited commercial messages (“spam”);
- use any unauthorized third party software or service to access the Microsoft instant messaging network (currently known as the .NET Messenger service);
- use any automated process or service to access and/or use the service (such as a BOT, a spider, periodic caching of information stored by Microsoft, or “meta-searching”);
- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the service;
- damage, disable, overburden, or impair the service (or the network(s) connected to the service) or interfere with anyone’s use and enjoyment of the service; or
- resell or redistribute the service, or any part of the service.

You can find a list of authorized third-party software at <http://messenger.msn.com/Help/Authorized.aspx>.

#### **5. You Are Responsible For Your Service Account.**

Only you may use your service account. For some parts of the service, we may notify you that you may set up additional member accounts that are dependent on your account (an “associated account”). You are responsible for all activity that takes place with your service account or an associated account. You may not authorize any third party to access and/or use the service on your behalf.

## **6. If You Are an Associated Account User.**

If you are the user of an associated account, then the holder of the service account has full control over your associated account. This control includes the right to end the service, close or alter your associated account at any time, and, in some cases, to request and receive machine and service use information related to your associated account.

## **7. If You Pay Microsoft.**

**7.1 Charges.** This section 7 applies in all situations in which you directly pay us. If you pay a company other than us for the service, then the charges and billing terms are as stated by the other company. Even if you do not pay for the service, you may still incur charges incidental to using the service; for example, charges for Internet access, mobile text messaging, or other data transmission.

**7.2 Payment.** When you create a billing account, you enter your payment method. You must be authorized to use the payment method. You authorize us to charge you for the service using your payment method **and for any paid feature of the service for which you choose to sign-up or use while this contract is in force.** You will pay service charges in advance. We may charge you a different amount than what you approved. If it is a greater amount, we will tell you the amount and the date of the charge at least 10 days before we make the charge. Also, we may charge you up to the amount you have approved, and notify you in advance of the difference. We may bill you for more than one of your prior billing periods together. If we informed you that the service will be provided indefinitely or automatically renewed, we may automatically renew your service and charge you for any renewal term.

**7.3 Updates to Your Billing Account.** You must keep all information in your billing account current, including your billing address and the expiration date of your credit card. You can access your billing account at <https://billing.microsoft.com>, where you can make changes to your billing account. You may change your payment method at any time. If you tell us to stop using your payment method, we may cancel your service. **Your notice to us will not affect charges we submit to your billing account before we reasonably could act on your request.**

**7.4 Trial Period Offers.** You may have received a limited time of free service or some other trial period offer. Unless we notify you otherwise, if you are participating in any trial period offer, you must cancel the service by the end of the trial period to avoid incurring charges. If you do not cancel your service, and we have informed you that the service will automatically be converted into a paid subscription at the end of the trial period, then you authorize us to charge your payment method for the service.

**7.5 Prices and Price Increases.** The price for the service excludes all taxes and phone charges, unless stated otherwise. These taxes and charges are your responsibility. Currency exchange settlements are based on your agreement with your payment method provider. We may change the price of the service from time to time, but we will tell you before we do.

- If there is a specific time length and price for your service offer, then that price will remain in force for that time. After the offer period ends, your use of the service will be charged at the new price.
- If your service is on a period basis (for example, monthly), with no specific time length, then we will tell you the date of any price change. That date will be not less than 30 days after we tell you of the price change.

If you do not agree to these changes, then you must cancel and stop using the service before the changes take place. If you cancel your service, then your service ends at the end of your current service time length or, if we bill your account on a period basis, at the end of the period in which you cancelled.

**7.6 Refund Policies.** Unless otherwise provided by law, all charges are non-refundable unless stated otherwise and

the costs of any returns will be at your expense.

**7.7 Online Statement; Errors.** We will provide you with an online billing statement. This is the only billing statement that we provide. Go to <https://billing.microsoft.com> to view, print or request a paper copy of this statement. If you request a paper copy, we may charge you a retrieval fee. We will only provide paper copies for the past 120 days. If we make an error on your bill, we will correct it promptly after you tell us and we investigate the charge. You must tell us within 120 days after an error first appears on your bill. **You release us from all liability and claims of loss resulting from any error that you do not report to us within 120 days after the error first appears on your online statement.** If you do not tell us within this time, we will not be required to correct the error. We can correct billing errors at any time.

**7.8 Canceling the service.** You may cancel the service at any time, with or without cause. Go to <https://billing.microsoft.com> to obtain information on cancelling your service. Certain service offers may require cancellation charges, and you will pay all cancellation charges as specified in the materials describing the offer. Cancellation of the service by you will not alter your obligation to pay all charges made to your billing account.

**7.9 Late Payments.** Except to the extent prohibited by law, we may assess a late charge if you do not pay on time. You must pay these late charges when we bill you for them. The late charge will be the lesser of 1% of the unpaid amount each month or the maximum rate that is permitted by law. We may use a third party to collect past due amounts. You must pay for all reasonable costs we incur to collect any past due amounts. These costs may include reasonable attorneys' fees and other legal fees and costs. We may suspend or cancel your service if you fail to pay in full on time.

**7.10 Internet Access service.** If the service does not include Internet access, then you are responsible for paying the fees charged by your Internet access provider. Those fees are in addition to the fees you pay us for the service. The rest of this section applies only if your service includes Internet access.

**If you use a dial-up modem, you are responsible for determining if the numbers you select will incur toll charges. To do this you must contact your telephone company first. Tell them the numbers you consider using. Your telephone company can tell you if using those numbers will trigger additional charges. Ask them if there are other telephone service charges you will incur using those numbers.** You should contact your phone company even if we provided the number as an appropriate access number for you. We rely on others to provide us with that information. Unfortunately, **sometimes it is wrong.** If you incur any extra charges, then you must pay them. We will not reimburse you for them.

You also will pay any additional charges you incur if you connect to the service through a service telephone number while you are in a country that is not the country associated with your service account ("roaming charges"). Roaming charges are in addition to any long distance telephone charges you may incur when connecting to the service from another country. Please check the service information area to view the current rates for roaming charges. You may also incur additional charges if your usage of the service exceeds the number of hours covered by your service plan.

**7.11 Payments to You.** Your right to any payment due you under a service is conditioned upon you promptly providing us with all information we require to properly make the payment (for example, bank account information for receiving the payment). We will use reasonable efforts to tell you what information we require in advance of your use of the applicable service. Even if we do not tell you in advance, you must provide us the information we request before your right to receive the payment accrues. You are responsible for the accuracy of the information you provide and any taxes you may incur as a result of receiving a payment. You must also comply with any other conditions we place on your right to any payment. **If you receive a payment that was not due to you, we may reverse or seek return of the payment and you agree to cooperate with us in our efforts.**

## **8. Your Materials.**

You may be able to submit materials for use in connection with the service. Except for material that we license to you, we do not claim ownership of the materials you post or otherwise provide to us related to the service (called a "submission"). However, by posting or otherwise providing your submission, you are granting to the public free permission to:

- use, copy, distribute, display, publish and modify your submission, each in connection with the service;
- publish your name in connection with your submission; and
- grant these permissions to other persons.

This section only applies to legally permissible content and only to the extent that use and publishing of the legally permissible content does not breach the law. We will not pay you for your submission. We may refuse to publish, and may remove your submission from the service at any time. For every submission you make, you must have all rights necessary for you to grant the permissions in this section.

## **9. Privacy.**

We consider your use of the service to be private. However, we may access or disclose information about you, your account and/or the content of your communications, in order to: (1) comply with the law or legal process served on us; (2) enforce and investigate potential violations of this contract; including use of this service to participate in, or facilitate, activities that violate the law; or (3) protect the rights, property, or safety of Microsoft, its employees, its customers or the public. You consent to the access and disclosures outlined in this section.

We may use technology or other means to protect the service, protect our customers, or stop you from breaching this contract. These means may include, for example, filtering to stop spam or increase security. These means may hinder or break your use of the service.

In order to provide you the service, we may collect certain information about service performance, your machine and your service use. We may automatically upload this information from your machine. This data will not personally identify you. You may read about this information collection in more detail in the privacy policy at <http://privacy.microsoft.com>

## **10. Software.**

If you receive software from us as part of the service, your use of that software is under the terms of the license that is presented to you for acceptance for that software. If there is no license presented to you, then we grant you the right to use the software only for the authorized use of the service on that number of computers stated in your service offer. We reserve all other rights to the software.

We may automatically check your version of the software. We may automatically download upgrades to the software to your computer to update, enhance and further develop the service.

Unless we notify you otherwise, your license to use the software will end on the date your service ends, and you must promptly uninstall the software. We may disable the software after the date the service ends.

You will not disassemble, decompile, or reverse engineer any software included in the service, except and only to the extent that the law expressly permits this activity.

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see <http://www.microsoft.com/exporting>

## **11. Microsoft Authentication Network.**

We may provide you with credentials on our authentication network to use with the service. You are solely responsible for any dealings with third parties (including advertisers) who use our authentication network, including the delivery of and payment for goods. This contract applies to you whenever you use the credentials you obtained with the service. When you use our authentication network to gain access to any site, the terms and conditions for that site, if different from this contract, may also apply to you in your use of that site. Please refer to the terms of use for each site that you visit. We may cancel or suspend your access to our authentication network for inactivity, which we define as failing to sign in to our authentication network for an extended period, as determined by us. If we cancel your credentials, your right to use our authentication network immediately ceases.

## **12. Microsoft Points**

You can participate in the Microsoft Points service. Microsoft Points is a service under which you can acquire Points and redeem those Points for certain online services and digital products. You can see how many Points you have by checking your Points balance at <https://billing.microsoft.com>. You can obtain selected services or digital products that we elect to offer in exchange for Points. You can do this by redeeming your Points as indicated in the particular messaging you see for those offers.

You can acquire Points in a variety of ways. For example, you can purchase Points, or certain services may give you Points for using the service or specific features of the service (also known as “promotion Points”). You can earn promotion Points only for actions you actually complete. You are responsible for any tax consequences that may result from your participation in the Points service.

When you obtain Points, you have obtained a limited license to a digital product. Points have no monetary value. You may not obtain any cash or money in exchange for Points, regardless of how you acquired those Points. Points are not your personal property. Your only recourse for using Points is to obtain the specific online services or digital products that we offer for Points redemption. We may further restrict your Points redemption offers based on your country of residence. We encourage you to redeem your Points. The existence of a particular offer available for Points redemption is not a commitment by us to maintain or continue to make the offers in the future. The scope, variety and type of online services and digital products that you may obtain by redeeming Points can change at any time. We have no obligation to continue making offers available for Points redemption.

Promotion Points may expire at any time, as set forth in the messages related to that promotion. We may cancel, suspend or otherwise limit your access to your Points balance if we suspect fraudulent, abusive or unlawful activity on your Points balance. Once we delete Points from a balance, we will not reinstate them, except at our discretion. When we cancel, suspend or otherwise limit access to your Points balance, your right to use your Points balance immediately ceases. We will use reasonable efforts to investigate Points balances that are subject to access limitations and to reach a final decision on the limitations promptly. In addition, we may limit your use of the Points service, including applying limits to: the number of Points you may have credited to your Points balance at one time, the number of Points you may redeem within a given time period (for example, one day), and the number of promotion Points you may obtain in a single event.

If we post Points to your balance for an activity that is subsequently voided, canceled or involves a returned item, then we will remove those Points from your balance. You must ensure that we properly post your Points to your Points balance. If you believe that you have validly acquired Points that we have not posted to your Points balance, we will not consider posting these Points unless you contact us within 12 months after the date you claimed to have acquired those Points. We may require reasonable documentation to support your claim.

## **13. Requirements For Placing Advertisements.**

You may be able to place advertisements in or through the service. We have no obligation to display any part of the advertising content. With respect to any advertising content you provide, you promise that:

- all advertising content is accurate, complete and current;
- you have all necessary rights, power and authority to publish the advertising content;
- the advertising content, and any web site listed or linked to from the advertising content:
  - complies with all applicable laws and regulations;
  - does not infringe, misappropriate or otherwise violate any copyright, patent, trademark, service mark, trade secret or other intellectual property right of any third party;
  - does not breach the rights of any person or entity, including rights of publicity or privacy, and is not defamatory; and

- does not result in consumer fraud (including being false or misleading), product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity.
- you possess documents substantiating all claims, express and implied, contained within the advertising content.

#### **14. How We May Change the Contract.**

If we change this contract, then we will tell you at least 30 days before the change takes place. If you do not agree to these changes, then you must cancel and stop using the service before the change takes place. If you do not stop using the service, then your use of the service will continue under the changed contract.

#### **15. WE MAKE NO WARRANTY.**

**We provide the service “as-is,” “with all faults” and “as available.” We do not guarantee the accuracy or timeliness of information available from the service. The Microsoft parties give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.**

#### **16. LIABILITY LIMITATION.**

**You can recover from the Microsoft parties only direct damages up to an amount equal to your service fee for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.**

This limitation applies to anything related to:

- the service,
- content (including code) on third party Internet sites, third party programs or third party conduct,
- viruses or other disabling features that affect your access to or use of the service,
- incompatibility between the service and other services, software and hardware,
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or
- Microsoft knew or should have known about the possibility of the damages.

**Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.**

#### **17. Changes to the Service; If We Cancel the Service.**

**We may change the service or delete features at any time and for any reason.** We may cancel or suspend your service at any time. Our cancellation or suspension may be without cause and/or without notice. Upon service cancellation, your right to use the service stops right away. **Once the service is cancelled or suspended, any data you have stored on the service may not be retrieved later.** Our cancellation of the service will not alter your

obligation to pay all charges made to your billing account. If we cancel the service in its entirety without cause, then we will refund to you on a pro-rata basis the amount of payments that you have made corresponding to the portion of your service remaining right before the cancellation.

#### **18. Interpreting the Contract.**

**All parts of this contract apply to the maximum extent permitted by law.** A court may hold that we cannot enforce a part of this contract as written. If this happens, then you and we will replace that part with terms that most closely match the intent of the part that we cannot enforce. The rest of this contract will not change. This is the entire contract between you and us regarding your use of the service. It supersedes any prior contract or statements regarding your use of the service. If you have confidentiality obligations related to the service, those obligations remain in force (for example, you may have been a beta tester). The section titles in the contract do not limit the other terms of this contract.

#### **19. Assignment.**

We may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the service or any part of the service.

#### **20. 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 under this contract.

#### **21. Claim Must Be Filed Within One Year.**

**Any claim related to this contract or the service may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.**

#### **22. Your Notices to Us.**

You may notify us as stated in the customer support or “help” area for the service. We do not accept e-mail notices.

#### **23. Notices We Send You; Consent Regarding Electronic Information.**

This contract is in electronic form. We have promised to send you certain information in connection with the service and have the right to send you certain additional information. There may be other information regarding the service that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your service. **We may provide required information to you:**

- **by e-mail at the e-mail address you specified when you signed up for your service;**
- **by access to a Microsoft web site that will be designated in an e-mail notice sent to you at the time the information is available; or**
- **by access to a Microsoft web site that will be generally designated in advance for this purpose.**

**Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail.**

As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the service.

#### **24. Contracting Party, Choice of Law and Location for Resolving Disputes.**

This contract is between you and the Microsoft company for your country or region. In the left column of the chart below, find the country or region where you live (if you are signing up for the service as an individual person) or

your business is located (if you are signing up for services for your business). In the middle column, you will find the Microsoft company that is contracting with you. In the right column, you will find the choice of law and the location for resolving disputes with the Microsoft company.

- Country or region where you live or your business is headquartered  
North and South America region  
Argentina, Barbados, Belize, Bolivia, Brazil, Canada, Chile, Columbia, Costa Rica, Dominica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, United States, Uruguay, Venezuela
  - Microsoft company with which you are contracting  
Microsoft Corporation  
One Microsoft Way  
Redmond , WA 98052  
United States
  - Applicable law and place for resolving disputes  
Washington state law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which we direct your service. 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 this contract.
- Country or region where you live or your business is headquartered  
Europe, Middle East and Africa  
Algeria, Austria, Bahrain, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Germany, Greece, Hungary, Iraq, Ireland, Israel, Italy, Jordan, Kuwait, Latvia, Lebanon, Lithuania, Luxembourg, Montenegro, Morocco, Netherlands, Norway, Oman, Poland, Portugal, Qatar, Romania, Russia, Saudi Arabia, Serbia, Slovakia, Slovenia, South Africa, Spain, Switzerland, Sweden, Tunisia, Turkey, Ukraine, United Arab Emirates, United Kingdom, Yemen
  - Microsoft company with which you are contracting  
Microsoft Luxembourg S.à.r.l.  
20 Rue Eugene Ruppert  
Immeuble Laccolith, 1st Floor  
Luxembourg2543
  - Applicable law and place for resolving disputes  
The laws of Luxembourg govern the interpretation of this is contract and apply to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject the laws of the country to which we direct your service. You and we irrevocably agree tithe exclusive jurisdiction and venue of the Luxembourg courts for all disputes arising out of or relating to this contract.
- Country or region where you live or your business is headquartered  
Japan
  - Microsoft company with which you are contracting  
Microsoft Company Ltd (MSKK)  
Odakyu Southern Tower,  
2-2-1 Yoyogi, Shibuya-ku,



Tokyo 151-8583

- Applicable law and place for resolving disputes  
The laws of Japan govern this contract and any matters arising out of or relating to this contract. You and we irrevocably agree that exclusive original jurisdiction and venue will lie in the Tokyo District Court.

- Country or region where you live or your business is headquartered  
Australia, India, Hong Kong, Indonesia, Malaysia, New Zealand, Philippines, Singapore, Thailand

- Microsoft company with which you are contracting  
Microsoft Operations, Pte Ltd  
1 Marina Boulevard  
#22-01 One Marina Blvd  
Singapore 01898
- Applicable law and place for resolving disputes  
The laws of Singapore govern this contract. You and we irrevocably agree to the exclusive jurisdiction and venue of the Singapore courts for all disputes arising out of or relating to this contract.

- Country or region where you live or your business is headquartered  
People's Republic of China

- Microsoft company with which you are contracting  
Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052  
United States
- Applicable law and place for resolving disputes  
Washington state law governs this contract, regardless of conflict of laws principles. The jurisdiction of the state or federal courts of King County, Washington, United States is non-exclusive.

- Country or region where you live or your business is headquartered  
Republic of Korea

- Microsoft company with which you are contracting  
Microsoft Korea, Inc.  
POSCO Bldg  
8<sup>th</sup> Floor  
892 Daechi 4-Dong  
Kangnam-Gu  
Seoul, Korea 135-777
- Applicable law and place for resolving disputes  
The laws of the Republic of Korea govern this contract. You and we irrevocably agree to exclusive original jurisdiction and venue in the Seoul District Court.

- Country or region where you live or your business is headquartered  
Taiwan
  - Microsoft company with which you are contracting  
Microsoft Taiwan Corporation  
8F, No 7 Sungren Road  
Shinyi Chiu, Taipei  
Taiwan110
  - Applicable law and place for resolving disputes  
The laws of Taiwan govern this contract. You and we irrevocably designate the Taipei District Court as the court of first instance having jurisdiction over any disputes arising out of or in connection with this contract.

## NOTICES

### Notices and Procedure for Making Claims of Copyright Infringement

Under Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to service provider's designated agent. **ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.** See Notice and Procedure for Making Claims of Copyright Infringement <http://www.microsoft.com/info/cpyrtInfrg.htm>

### Copyright and Trademark Notices

All contents of the service are Copyright © 2006 Microsoft Corporation and/or its suppliers, One Microsoft Way, Redmond, Washington 98052-6399 U.S.A. All rights reserved. Copyright and other intellectual property laws and treaties protect any software or content provided as part of the service. We or our suppliers own the title, copyright, and other intellectual property rights in the software or content. Microsoft, Windows, Windows logo, MSN, MSN logo (butterfly), and/or other Microsoft products and services referenced herein may also be either trademarks or registered trademarks of Microsoft in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, domain names, e-mail addresses, logos, people, places and events depicted herein are fictitious. No association with any real company, organization, product, domain name, e-mail address, logo, person, places or events is intended or should be inferred. Any rights not expressly granted herein are reserved. Certain software used in certain Microsoft web sites servers is based in part on the work of the Independent JPEG Group. Copyright © 1991 -1996 Thomas G. Lane. All rights reserved. "gnuplot" software used in certain Microsoft web sites servers is copyright © 1986-1993 Thomas Williams, Colin Kelley. All rights reserved.

### Potentially Unwanted Software

If you remove or disable “spyware,” “adware” and other potentially unwanted software (“potentially unwanted software”), it may cause other software on your computer to stop working, and it may cause you to breach a license to use other software on your computer (such as where the other software installed the potentially unwanted software on your computer as a condition of your use of the other software). By using features of the service intended to help you remove or disable potentially unwanted software, it is possible that you will also remove or disable software that is not potentially unwanted software. If a feature of the service prompts you before removing or disabling potentially unwanted software, you are solely responsible for selecting which potentially unwanted software the service removes or disables. Before authorizing the removal of any potentially unwanted software, you should read the license agreements for the potentially unwanted software.

### Stock Quotes and E-mail Alerts

Stock quotes appearing on the service are supplied by S&P ComStock, Inc. Unless otherwise indicated, stock quotes are delayed at least 20 minutes (NASDAQ stock quotes are delayed at least 15 minutes). Stock quotes indicated as

"real-time quotes" are made available without delay following their receipt from S&P ComStock, Inc. Your actual receipt of real-time quotes may be affected by delays in transmission over the Internet, and by other causes. All stock quotes are labeled with "time of last trade" to indicate the timeliness of the data.

All information provided by S&P ComStock, Inc. ("ComStock") and its affiliates (the "ComStock Information") included in the service is owned by or licensed to ComStock and its affiliates and any user is permitted to store, manipulate, analyze, reformat, print and display the ComStock Information only for such user's personal use. In no event shall any user publish, retransmit, redistribute or otherwise reproduce any ComStock Information in any format to anyone, and no user shall use any ComStock Information in or in connection with any business or commercial enterprise, including, without limitation, any securities, investment, accounting, banking, legal or media business or enterprise. Prior to the execution of a security trade based upon the ComStock Information, you are advised to consult with your broker or other financial representative to verify pricing information. Neither ComStock nor its affiliates make any express or implied warranties (including, without limitation, any warranty or merchantability or fitness for a particular purpose or use) regarding the ComStock Information. The ComStock Information is provided to the users "as is." Neither ComStock nor its affiliates will be liable to any user or anyone else for any interruption, inaccuracy, error or omission, regardless of cause, in the ComStock Information or for any damages (whether direct or indirect, consequential, punitive or exemplary) resulting therefrom.

### **Third Party Account Information**

By using the "My Accounts" service through the service, you authorize Microsoft and its agents to access third party sites designated by you or on your behalf, to retrieve information requested by you, and you appoint Microsoft and its agents as your agent for this limited purpose. Each time you enter your account login information, you are permitting Microsoft and its agents to process your request and use information submitted by you to accomplish the foregoing. You will choose a password when registering.

### **MSN Bill Pay Service Terms of Use and Privacy Statement**

The MSN Bill Pay service is provided by a third party service provider. Click [here](https://cw411.checkfreeweb.com/cw411/wps?rq=vtc&sp=1299) (<https://cw411.checkfreeweb.com/cw411/wps?rq=vtc&sp=1299>) to view the third party service provider's terms and conditions for use of the MSN Bill Pay service and the privacy policy applicable to how the third party service provider handles your data for the MSN Bill Pay service.

### **Parental Controls**

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