

The Level Up League Program Terms of Use and Notices

Terms of Use and Notices ("Agreement")

AGREEMENT BETWEEN YOU AND MICROSOFT CORPORATION OR ONE OF ITS AFFILIATES

DESCRIPTION OF THE LEVEL UP LEAGUE PROGRAM.

The Level Up League Program is a voluntary participant-based project which will gather information about computer use in the home. The information collected is intended to allow Microsoft to identify how its future products may better serve you, our customer. You can find out more about what information will be collected and why, by going to the Level Up League Program website (www.thelevelupleague.com).

The Level Up League Program is comprised of various Web sites, servers, applications, and other services operated by Microsoft or its affiliates (collectively, the "Program Services").

COLLECTION OF YOUR INFORMATION.

We will collect personal information if you choose to participate in the Level Up League Program. The personal information we collect may include your name, gender, e-mail address, city, and ZIP code. In addition, we will collect and store your survey responses.

ACCEPTING THE TERMS OF THIS AGREEMENT.

This Agreement constitutes a legal agreement between you ("Program Participant") and Microsoft. The Program Services are offered to you conditioned on your acceptance without modification of this Agreement. Your use of the Program Services constitutes your agreement to all such terms, conditions, and notices.

Portions of the Program Services may be governed by guidelines, rules, notices and other terms and conditions ("Additional Terms") posted at the Level Up League Program Site. All such Additional Terms are hereby incorporated by reference into this Agreement. In the event of a conflict between the Additional Terms and this Agreement, this Agreement shall control. However, the Level Up League Program Privacy Statement, discussed in the Privacy and Personal Information section below supersedes any conflicting language in this Agreement and in the Additional Terms published on the Level Up League Program Site. The Program Services are offered to you conditioned on your acceptance without modification of the Additional Terms contained herein and as posted at the Level Up League Program Site. Your use of the Program Services constitutes your agreement to the Additional Terms.

MODIFICATION OF THIS AGREEMENT.

Microsoft may wish to update or change the terms, conditions and notices for the Program Services from time-to-time, to reflect changes in the Program Services, changes in the law affecting the Program Services or for other good reasons. You understand and agree that Microsoft reserves the right to make these changes. Microsoft will post minor changes to the Level Up League Program Site. In the event of a material change to this agreement, we will notify you by email about the change. Once notified, you have the option of discontinuing the program. You agree that your continuation of the program after notification of a material change demonstrates acceptance by you of the new terms.

PERSONAL AND NON-COMMERCIAL USE LIMITATION.

Unless otherwise specified, the Program Services are for your personal and non-commercial use. Except to download/print for your personal use, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services that are a part of and provided under the Program Services except as expressly provided in this Agreement.

PRIVACY AND PERSONAL INFORMATION.

Microsoft agrees that it will only collect and use your personal information in accordance with the terms of the Level Up League Program [Privacy Statement](#).

SOFTWARE AND CONTENT AVAILABLE THROUGH PROGRAM SERVICES AND THE LEVEL UP LEAGUE PROGRAM SITE.

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NO UNLAWFUL OR PROHIBITED USE.

As a condition of your participation in and use of the Program Services and the Level Up League Program Site, you will not use the Program Services, the Level Up League Program Site or Software for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Program Services, the Level Up League Program Site or Software in any manner that could damage, disable, overburden, or impair any Microsoft server, or the network(s) connected to any Microsoft server, or interfere with any other party's use and enjoyment of any services provided by the foregoing. You may not attempt to gain unauthorized access to any Program Services, the Level Up League Program Site, or Software, other accounts, computer systems or networks connected to any Microsoft server or to any of the services provided by the foregoing, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Program Services, the Level Up League Program Site, or Software.

USE OF PROGRAM SERVICES.

The Program Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (each a "Communication Service" and collectively "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using the Communication Services, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Program Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
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MICROSOFT'S RIGHT TO USE FEEDBACK OR SUGGESTIONS YOU MAY SUBMIT OR TO COLLECT OTHER DATA FROM YOU OR YOUR COMPUTER.

As a Level Up League Program Participant you may be asked to respond periodically to surveys or other types of questionnaires, or to otherwise provide input, comments or feedback. Also, Microsoft will collect other data from you and your computer. For a description of other data please see the Level Up League Program Frequently Asked Questions ([FAQ](#)). Microsoft wants your voluntary feedback and suggestions and other data so it may identify how its future products may better serve customers like you. When you submit responses to surveys or other questionnaires ("feedback and suggestions"), or when other data is collected, please understand that Microsoft needs to have full rights to use your feedback and suggestions and other data as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. In particular, you understand and agree that by submitting feedback and suggestions to Microsoft concerning any aspect of the Program Services, and by participating in the Level Up League and allowing collection of Other Data, you represent that you own or otherwise control the rights necessary to make such submissions and permit the collection of such Other Data and you are granting Microsoft and its affiliated companies permission to:

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For terms and conditions governing the use of Level Up League Program and Program Services related information and for more information on how the Level Up League Program and Program Services work, please refer to the Level Up League Program [Privacy Statement](#) and the Level Up League Program [FAQ](#).

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL NOT RECEIVE A RESPONSE. See [Notices and Procedure for Making Claims of Copyright Infringement](#).

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TERMINATION AND RESTRICTION OF ACCESS.

Microsoft reserves the right, in its sole discretion, to terminate your participation in the Level Up League Program and the Program Services or any portion thereof at any time, without notice.

Microsoft may also terminate or suspend your participation in the Level Up League Program and Program Services for inactivity, which is defined as those instances when the Level Up League Program Software installed on your computer fails to send information back to Microsoft. If this failure to send information back to Microsoft is unintentional (e.g. you buy a new computer and do not install the Level Up League Program Software on the new machine) you will not necessarily be precluded from choosing to participate in the Level Up League Program or the Program Services again at a later time). **It is important for you to know that no feedback or suggestions you may submit or data collected from you or your computer will be returned to you if you leave the Program.** For further details see the Level Up League Program [FAQ](#).

GENERAL

Specified Governing Law and Exclusive Jurisdiction.

This Agreement is governed by the laws of the State of Washington, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in King County, Washington, U.S.A. in all disputes arising out of or relating to the Level Up League Program or the Program Services, your participation in and all other aspects of the Level Up League Program and Program Services, your use of the Level Up League Program Site and/or Microsoft's use of same.

You agree that no joint venture, partnership, employment, consulting, vendor or agency relationship exists between you and Microsoft as a result of this Agreement or your participation in the Level Up League Program or the Program Services.

Microsoft may assign its rights, benefits and obligations under the Level Up League Program and the Program Services and this Agreement, in whole or in part, at any time. Microsoft's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Microsoft's right to comply with governmental, court, and law enforcement requests or requirements relating to your participation in the Level Up League Program and the Program Services or information provided to or gathered by Microsoft with respect to such participation. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect. This Agreement, including the documents expressly incorporated by reference above, constitute the entire Agreement, and such Agreements supersede all prior and contemporaneous communications and proposals, whether electronic, oral, or written, between you and Microsoft with respect to all aspects of the Level Up League Program and the Program Services, including but not limited to your participation in the Level Up League Program, the Program Services and your use of the Level Up League Program Site. A printed version of this Agreement and of any notices

given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records that are admissible in judicial or administrative proceedings.

LIMITATION OF LIABILITY.

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INFORMATION REGARDING PRIVACY.

For more information regarding your privacy, see the Level Up League Program [Privacy Statement](#).

INFORMATION REGARDING THE LEVEL UP LEAGUE PROGRAM, PROGRAM SERVICES AND CUSTOMER SUPPORT.

Microsoft provides information about what to expect from the Level Up League Program and the Program Services on the Web pages that are part of the Level Up League Program Site. If you have any questions about the Level Up League Program or the Program Services or any problems that you would like to report, please contact us at support@thelevelupleague.com or visit the Level Up League Program Site (www.thelevelupleague.com).

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