PLEASE READ THIS AGREEMENT CAREFULLY. ALL PARTICIPANTS IN THE MICROSOFT STORE AFFILIATE PROGRAM MUST AGREE TO THE FOLLOWING TERMS WITHOUT MODIFICATION OR ADDITION.

LAST UPDATED 06/01/2018

MICROSOFT STORE AFFILIATE PROGRAM TERMS

Microsoft Corporation (“Microsoft,” “we,” “us,” or “our”) hosts an online marketplace currently available at [http://store.microsoft.com](http://store.microsoft.com/) that helps customers discover and access a wide variety of hardware, software, digital content, and other products ("Microsoft Store"). We work with third-party providers (our “Providers”) to administer the Program for our participating affiliates. These Affiliate Program Terms (the "Terms"), along with any terms applicable to your use of our Providers’ platform(s) (“Provider Terms”), apply to your (“Affiliate” “you,” or “your”) participation in the Microsoft Store Affiliate Program (the "Program") and are effective as of the date we and our Provider accept your application into the Program. These Terms constitute a legally binding agreement. By completing and submitting the online application for the Program, you agree that you have read, understand, and agree to be bound by these Terms. We may change these Terms at any time and in our sole discretion, by updating these Terms and posting the changes. We may change, suspend or discontinue all or any aspects of the Program and the Microsoft Store at any time without prior notice. You are responsible for regularly reviewing the Terms. Your continued participation in the Program constitutes your acceptance of and agreement to such changes. If you do not agree with any of the changes, you must terminate your participation in the Program as set forth below.

OFFERS

From time to time, we may make available via our Provider’s platform offers to pay you a specified Commission in return for certain advertising services leading to a Qualifying Link (defined below) (each, an “Offer”). We may, in our sole discretion, with or without notice at any time (a) suspend or discontinue any aspect of an Offer; (b) change any aspect of an Offer (in which case you will be bound by the modified Offer); or (c) remove or alter any graphic or banner ad we submit for an Offer. You will promptly implement any request from us to remove or alter any graphic or banner ad that we have submitted and you are using in connection with an Offer. Changes to an Offer may include, for example, changes in the scope of available Commissions, fee schedules, payment procedures and Program rules.

YOUR PARTICIPATION AND RESPONSIBILITIES

You may link your online and mobile properties (whether desktop site(s), mobile-optimized site(s), or applications) (each, an “Affiliate Property” and collectively, “Affiliate Properties”) to areas of the Microsoft Store using special URLs specified in each Offer (the "Required URLs"). You may post an unlimited number of Qualifying Links to the Required URLs on the Affiliate Property, in accordance with the requirements specified in these Terms and in the Provider Terms. You may not make any representations, warranties or other statements concerning us or our affiliates, the Microsoft Store, any products or services on the Microsoft Store, Offer terms, or Microsoft Store site policies or terms of use and sale, except as expressly authorized by these Terms. You must promptly notify us or our Provider of any malfunctioning of the Required URLs, Qualifying Links, or other problems with your participation in the Program, via the “Contact Us” [link](https://support.microsoftaffiliates.com/hc/en-us/requests/new).

You are solely responsible for, and we have no liability for, the development, operation, and maintenance of the Affiliate Properties, including all related equipment, and all content on the Affiliate Properties. You agree that the Affiliate Properties will not, in any way, copy or resemble the look and feel of the Microsoft Store, nor will you create the impression that the Affiliate Properties are Microsoft properties or are a part of Microsoft properties, nor frame any page on a Microsoft Store property being viewed by a user of the Affiliate Properties who links to the Microsoft Store through a Required URL. You agree that the Affiliate Properties will not contain any content or materials from the Microsoft Store or that are proprietary to us (“Licensed Materials”), including without limitation any product content or images or any Microsoft trademark or logo, except with our prior written permission, or only to the extent that Licensed Materials are licensed to you in accordance with these Terms. You will not purchase or otherwise contract with any third party to exploit any of the Microsoft trademarks, or service marks for the purpose of causing the Affiliate Properties to appear as a search result in any search engine or for any other reason. You agree that the Affiliate Properties will not use any form of mass email communication ("spam") as a marketing tool for any purpose related to the Program and that any other mass email generated by you or the Affiliate Properties will conform in all respects with all applicable local, state and federal laws, regulations and rules including the CAN-SPAM Act of 2003 (“CAN-SPAM Act”). You will disclose on the Affiliate Properties, accurately and adequately, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including Microsoft and other advertisers) may serve content and advertisements, collect information directly from visitors, and place or recognize cookies on visitors' browsers. You may not use any downloadable software to initiate tracking in connection with the Program; this includes, but is not limited to, toolbars, add-ons, and plug-ins. You may not redirect links to hide or manipulate their original source. You may not install spyware or cause spyware to be installed on a person's computing device, or use a context-based triggering mechanism to display an advertisement that partially or wholly covers or obscures paid advertising or other content on a website or other property in a way that interferes with a person's ability to view that property. You may not use software to overtake a referral through a paid search engine advertisement, regardless of whether or not the advertisement was related to another publisher in connection with the Program. You may not scrape data from or spider the Microsoft Store or any other Microsoft properties without our prior written approval. You are solely responsible for compliance with the Microsoft brand guidelines available to you in the Program documentation in carrying out all activities in connection with the Program. Microsoft disclaims all liability for your responsibilities as set forth in this section.

You will not, and will not permit visitors to any Affiliate Property to, post on any Affiliate Property any information that may be used to take advantage of errors or anomalies on the Microsoft Store (e.g., pricing errors, shopping cart errors, discount calculations, workarounds to the requirements of any Offer, deals, coupons or promotions) to our disadvantage. If any such information is posted to an Affiliate Property, you will remove it (or if necessary, cause a third party to remove it) promptly upon becoming aware of such information and take steps to discourage your visitors from posting such information. In addition, you will inform us promptly via the “Contact Us” [link](https://support.microsoftaffiliates.com/hc/en-us/requests/new) upon discovering any errors or anomalies on the Microsoft Store. Failure to abide by these terms may lead to a loss of Commissions or suspension or termination from the Program.

You will not bid on any keyword in any Pay-per-Click Search Engine (PPCSE) that is a Microsoft trademark or service mark, or a derivation of a trademark or service mark, or any other word or term that is likely to cause confusion regarding its affiliation with Microsoft. Some examples of these keywords include, but are not limited to: Microsoft, microsoft.com, www.microsoft.com, Microsoft Store, windowsmarketplace.com, and windowsmarketplace\_.com. You will not use of any software or technology which attempts to intercept or re-direct traffic or Commissions to or from, any other website without our written consent.

You will ensure that Affiliate Properties do not contain any Restricted Content. “Restricted Content” means, by way of example and not limitation, content, or links to content, that is in any way unlawful, harmful, threatening, harassing, defamatory, obscene, violent or that:

* promotes or depicts violence (e.g., murder, selling weapons, cruelty, abuse, etc.);
* promotes pornographic or sexually explicit materials;
* is inaccurate, fraudulent, misleading, slanderous or libelous;
* promotes discrimination based on gender, race, religion, nationality, disability, sexual orientation or age, or is disparaging or degrading to any of the foregoing;
* promotes or offers peer to peer file sharing methodologies or illegal downloads that may allow consumers to infringe the intellectual property rights of others;
* promotes illegal activity, including, but not limited to, sedition, illegal gambling or illegal contests, pyramid schemes, chain letters or hacking;
* promotes or depicts items that may not legally be sold;
* violates copyrights, trademarks, or any other intellectual property rights of Microsoft or its parents, subsidiaries, or affiliates, or any other person or entity;
* displays or contains spyware, malware, viruses, Trojan horses, worms, time bombs, cancel bots or other similar harmful or deleterious programming routines;
* includes "Microsoft" or any variations or misspellings thereof in the domain name or other HTML tags, including page titles, metatags, or HTML comment tags;
* promotes any activity you conduct which, due to being subject to special laws and/or regulations that ordinarily do not apply to commercial establishments generally, causes or could reasonably be likely to cause Microsoft to be subject to such laws and/or regulations, including selling or providing insurance, securities, mortgages, loans or other extensions of credit, banking services (including the maintenance of deposit accounts), investment advice or investment advisory services, prescription drugs or firearms, conducting games of chance, or acting as a broker, agent or finder for any person engaged in any of these businesses;
* endorses or disparages any individual political party or specific political agenda (e.g., fake news); or
* portrays Microsoft in a negative light or showcases any Microsoft product incorrectly.

COMMISSIONS

We will pay you the commission specified in the applicable Offer ("Commission") on each Sale. We are not responsible for the payment of any commission on any purchase that occurred as a result of any violation of this Agreement, or that does not occur through a Qualifying Link, all as we determine in our sole discretion. We do not make any guarantee, prediction, or representation regarding your ability to earn Commissions. A “Sale” means a purchase by a Customer of a product from the Microsoft Store, via a Qualifying Link, that has not been cancelled, credited, or refunded within 45 days of the date of purchase. A “Customer” is a person or an entity (other than you or your agent) that is not a robot, automated programming, or similar technology that enables clicks through certain links. A "Qualifying Link" is a link from an Affiliate Property to the Microsoft Store using one of the Required URLs or any other URL we provide for use in the Program if it is the last link to the Microsoft Store that the Customer uses during a Session where a sale of a product or a service to Customer occurs. A "Session" is the period of time beginning from a Customer's initial contact with the Microsoft Store via a link from an Affiliate Property and terminating when the Customer either returns to the Microsoft Store via a link from a site other than an Affiliate Property or the Offer expires or is terminated. We will be solely responsible for all determinations of Qualifying Links and whether a Commission is payable.

OWNERSHIP AND LICENSES

SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS, WE GRANT YOU A NONEXCLUSIVE, NONTRANSFERABLE, REVOCABLE RIGHT DURING THE TERM OF YOUR PARTICIATION IN THE PROGRAM (i) TO ACCESS THE MICROSOFT STORE THROUGH THE REQUIRED URLS, AND (ii) TO USE ANY LICENSED MATERIALS FOR THE SOLE PURPOSE OF LINKING THE AFFILIATE PROPERTYIES TO THE MICROSOFT STORE. YOU MAY NOT ALTER THE LICENSED MATERIALS IN ANY WAY. WE RESERVE ALL OF OUR RIGHTS IN THE LICENSED MATERIALS.

You acknowledge our ownership in the Licensed Materials, agree that you will not do anything inconsistent with our ownership and agree that all of your use of the Licensed Materials will inure to our benefit. Nothing in these Terms gives you any right, title or interest in the Licensed Materials other than in accordance with the Program and these Terms. You agree that the nature and quality of an Affiliate Property and all related advertising and promotions will conform to high standards of quality and will not impugn the goodwill of Microsoft or the Licensed Materials. You will not use the Licensed Materials in any manner that is disparaging or that otherwise portrays us in a negative light. You will use the Licensed Materials only in the form and manner and with appropriate legends as we provide from time to time, and will not use any other trademark or service mark in combination with the trademark or service mark or name of Microsoft, including any Microsoft parents, subsidiaries or affiliates. We may revoke your license at any time in our sole discretion and terminate your participation in the Program upon notice to you at the email you provide in your Program application. If we give you such notice, you must immediately discontinue all use of the Licensed Materials. You will ensure you are using the most current and up to date version of Licensed Materials at all times. Except as used on the Affiliate Properties, you will not otherwise save or store copies of Licensed Materials. You grant to us a nonexclusive license, for our use during your participation in the Program, to utilize your names, titles, and logos to advertise, market, promote, and publicize the Program or your participation in the Program. We have no obligation to advertise, market, promote, or publicize you or your participation in the Program.

TERMINATION

You may terminate your participation in the Program at any time, for any reason, upon notice via the “Contact Us” [link](https://support.microsoftaffiliates.com/hc/en-us/requests/new). We may terminate your participation in the Program at any time, for any reason. If you terminate or are terminated from any of our Providers’ Terms, your participation in the Program will also be terminated. Termination of your participation in the Program will also terminate your participation in any outstanding Offers. Upon termination you will immediately cease use of, and remove from all Affiliate Properties all Qualifying Links, all Licensed Materials, and all other materials provided by us or made accessible to you pursuant to these Terms or in connection with the Program. You or we may terminate your participation in any Offer at any time. Termination of an Offer or your participation in an Offer does not terminate these Terms or your participation in any other Offer. The following sections of these Terms will survive termination of your participation in the Program: Ownership and Licenses; Representations & Warranties, and Disclaimer of Warranties; Termination; Indemnification; Liability Limitation and Exclusive Remedy; Miscellaneous, and any other provisions which by their terms are intended to survive termination.

REPRESENTATIONS & WARRANTIES; DISCLAIMER OF WARRANTIES

You represent and warrant that: (a) all information provided in your Program application and all accompanying information is accurate and complete; (b) you have the full right and capacity to enter into these Terms, and to perform according to these Terms, and (if you are an individual) that you are at least 18 years of age; (c) your participation in the Program will not violate any agreement or obligation between you and any third party; (d) at all times, you will operate the Affiliate Properties and all contents thereof in compliance with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions or other requirements of any governmental authority having jurisdiction, including but not limited to the CAN-SPAM Act and those relating to privacy and data protection; (e) the Affiliate Properties and all contents thereof will at all times (i) not violate the rights of any third party, and (ii) not contain any Restricted Content as specified in these Terms.

THE LICENSED MATERIALS ARE PROVIDED “AS-IS”. WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER IN CONNECTION WITH THESE TERMS OR YOUR PARTICIPATION IN THE PROGRAM OR IN ANY OFFER, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE. IN ADDITION, WE MAKE NO REPRESENTATION THAT THE OPERATION OF THE MICROSOFT STORE WILL BE UNINTERRUPTED OR ERROR-FREE, AND WE WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS.

NO AUTOMATED TOOLS; COMPLIANCE WITH TERMS

You will not take any action, and will not authorize or encourage any third party to directly or indirectly take any action, that may result in your participation in an Offer through any automated, deceptive, fraudulent or other invalid means including, but not limited to, through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the unauthorized use of other search engine optimization services and/or software. Any methods that artificially generate actions that may result in participation in an Offer are prohibited.

INDEMNIFICATION

You will defend (at our election), indemnify and hold us, our subsidiaries, affiliates, (and all of the successors, agents, officers, directors, agents, employees of the foregoing) and all of the suppliers of the foregoing harmless from all claims by third parties arising out of your participation in the Program and any Offer, any violation of these Terms, or relating to the development, operation, maintenance, and contents of any Affiliate Property. Your indemnification obligations will not apply to the extent such claim arises from the Qualified Links or the Licensed Materials (in each case in their unmodified forms as provided by Microsoft). You will pay the amount of any adverse final judgment, award, or settlement, and all attorneys' fees and costs. You may not settle any claim without our consent, which we may provide in our sole discretion. At our sole option and cost, we may participate in the selection of counsel, defense and settlement of any claim covered by this Section.

LIABILITY LIMITATION; EXCLUSIVE REMEDY

IN NO EVENT WILL MICROSOFT, ITS SUBSIDIARIES AND AFFILIATES BE LIABLE FOR ANY DAMAGES GREATER THAN THE AMOUNT PAID IN COMMISSIONS HEREUNDER OVER THE 12 MONTHS PRIOR TO WHEN THE CLAIM FOR DAMAGES AROSE. IN ADDITION, IN NO EVENT WILL MICROSOFT, ITS SUBSIDIARIES AND AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OR YOUR PARTICIPATION IN THE PROGRAM OR ANY OFFER, EVEN IF MICROSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION OF DAMAGES IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY PROVIDED BELOW AND SURVIVES IN THE EVENT SUCH EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (i) BREACH OF CONTRACT, (ii) BREACH OF WARRANTY, (iii) NEGLIGENCE, OR (iv) ANY OTHER CAUSE OF ACTION, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE PROGRAM, THE LICENSED MATERIALS, THE QUALIFIED LINKS, OR YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST MICROSOFT, ITS SUBSIDIARIES AND AFFILIATES WITH RESPECT TO THESE TERMS, OR THE PROGRAM OR ANY OFFER, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR PARTICIPATION IN THE PROGRAM. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PRODUCTS PURCHASED FROM THE MICROSOFT STORE, OR FOR MICROSOFT’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

MISCELLANEOUS

These Terms will be construed and enforced in accordance with the laws of the state of Washington. Any action to enforce these Terms will be brought in the federal court located in Western District of Washington or in the state court located in King County, Washington. Each party will own, and have sole control of, all information collected by it from the visitors of its websites. You and we are independent contractors with respect to each other, and nothing in these Terms will be construed to create an employer-employee relationship, a partnership, an agency relationship or a joint venture between the parties. We may use the services of third parties to perform any or all of our obligations under these Terms or to operate all or any part of the Program. You may not assign your participation in the Program or your obligation to comply with these Terms, or assign, transfer or sublicense any of your rights hereunder. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, 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 these Terms will continue in effect. These Terms constitute the entire agreement between you and us with respect to the Program and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Program. The section titles in these Terms are solely for convenience and have no legal or contractual significance. Your participation in the Program is subject to our acceptance and to your continued compliance with these Terms. In any action to enforce any right or remedy under these Terms or to interpret any provision of these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.