

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT DESIGNER CONSUMER FOR iOS, iPad and Android

Effective May 31, 2024

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The services may not be available in all regions.

- 1. INSTALLATION AND USE RIGHTS.** You may install and use one copy of the software on an iOS-based device as permitted by Apple's app store usage rules.
 - a) You agree that your use of Designer is for personal use only and not for use in the course of trade or commerce.**
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 - c) Third Party Terms of Agreement.** You must comply with applicable third-party terms of agreement when using the software.
 - d) Third Party Components.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file(s) accompanying the software and can be found [click here](#)
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b) Processing of Personal Data. To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <https://docs.microsoft.com/en-us/legal/gdpr>.

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- a)** in a lawful manner and in compliance with all applicable laws;
- b)** in accordance with this Agreement, Microsoft Services Agreement, or other Microsoft documentation directed to the Service; and
- c) in a manner that does not infringe, misappropriate or otherwise violate any of our rights or the rights of any other person or entity (for clarity, "manner" includes without limitation the method, purpose and/or means of causing or attempting to cause the Service to generate Creations and any resulting use of the Creations).**

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- 5.** Microsoft strongly recommends consulting legal counsel regarding any use You intend to make of the Creations.
- 6.** You will indemnify, defend, and hold Microsoft harmless from and against any and all costs, expenses, and losses (including, without limitation, settlement costs and payments, attorneys' fees, liabilities, claims, obligations, judgments, fines, and damages) incurred through claims, alleged claims, or threatened claims that Your generated Creations infringe or otherwise violate the intellectual property rights of any third party.
- 7. Violations.** Serious or repeated violations of this Agreement and/or the Microsoft Services Agreement Code of Conduct may result in your suspension from Designer and other Services (as defined in the Microsoft Services Agreement). We reserve the right to permanently suspend your use of Designer and other Services (as defined in the Microsoft Services Agreement).
- 8. Suspension and Cancellation.** In addition to the Violations paragraph above, we reserve the right to suspend or discontinue offering or supporting all or part of Designer at any time and for any reason. Subject to the requirements of law, we may limit, suspend, or terminate your use of Designer at any time without notice and for any reason, including if you breach this Agreement, if we suspect you are engaged in fraudulent or illegal activity, or if your Microsoft account is suspended or closed by us or by you.
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- b) Without limiting Section 12 of the Microsoft Services Agreement in any way, but for the sake of clarity, Microsoft does not make any warranty or representation of any kind that any material created by Designer does not infringe the rights of any third party in any subsequent use of the content you may use (including but not limited to copyright, trademark, rights of privacy and publicity, and defamation). You must use any content from Designer in accordance with the Microsoft Services Agreement Code of Conduct and applicable law and subject to any third-party rights. In addition, you agree to indemnify and hold harmless Microsoft, its affiliates, employees and any other agents from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of Designer, including your subsequent use of any content from Designer, your breach of this Agreement, or any violation of applicable law.

10. SCOPE OF LICENSE. The software is licensed, not sold. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you will not (and have no right to):

- a) work around any technical limitations in the software that only allow you to use it in certain ways;
- b) reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software, except and to the extent required by third party licensing terms governing use of certain open source components that may be included in the software;
- c) remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
- d) use the software for commercial, non-profit, or revenue-generating activities;
- e) use the software in any way that is against the law or to create or propagate malware; or
- f) share, publish, distribute, or lease the software, provide the software as a stand-alone offering for others to use, or transfer the software or this agreement to any third party.

11. TRANSFER TO ANOTHER DEVICE. You may uninstall the software and install it on another device for your use. You may not share this license on multiple devices.

12. EXPORT RESTRICTIONS. You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <https://aka.ms/exporting>.

13. LEGAL COMPLIANCE. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

14. SUPPORT SERVICES. Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is "as is", "with all faults", and without warranty of any kind. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the software.

- 15. UPDATES.** The software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.
- 16. BINDING ARBITRATION AND CLASS ACTION WAIVER. This Section applies if you live in (or, if a business, your principal place of business is in) the United States.** If you and Microsoft have a dispute, you and Microsoft agree to try for 60 days to resolve it informally. If you and Microsoft can't, you and Microsoft **agree to binding individual arbitration before the American Arbitration Association 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. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed; nor is combining individual proceedings without the consent of all parties.** The complete Arbitration Agreement contains more terms and is at <https://aka.ms/arb-agreement-4>. You and Microsoft agree to these terms.
- 17. ENTIRE AGREEMENT.** This agreement, the Microsoft Services Agreement and any other terms Microsoft may provide for supplements, updates, or third-party applications, is the entire agreement for the software and not the Service.
- 18. APPLICABLE LAW AND PLACE TO RESOLVE DISPUTES.** If you acquired the software 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 this agreement, claims for its breach, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles, except that the FAA governs everything related to arbitration. If you acquired the software in any other country, its laws apply, except that the FAA governs everything related to arbitration. If U.S. federal jurisdiction exists, you and Microsoft consent to exclusive jurisdiction and venue in the federal court in King County, Washington for all disputes heard in court (excluding arbitration). If not, you and Microsoft consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington for all disputes heard in court (excluding arbitration).
- 19. THIRD PARTY BENEFICIARY.** If you are installing on an iOS or iPad device, you agree that Apple and its subsidiaries are third party beneficiaries of this agreement, and Apple has the right to enforce this agreement.
- 20. PRODUCT CLAIMS AND INTELLECTUAL PROPERTY RIGHTS.** If you are installing on an iOS or iPad device, Microsoft, not Apple, is responsible for addressing any claims relating to the software or your possession and/or use of the software. In the event of any third party claim that the software or your possession and use of that software infringes that third party's intellectual property rights, Microsoft, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
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- a) Australia.** You have statutory guarantees under the Australian Consumer Law and nothing in this agreement is intended to affect those rights.
 - b) Canada.** If you acquired this software in Canada, you may stop receiving updates by turning off the automatic update feature, disconnecting your device from the Internet (if and when you re-connect to the Internet, however, the software will resume checking for and installing updates), or uninstalling the software. The product documentation, if any, may also specify how to turn off updates for your specific device or software.
 - c) Germany and Austria.**

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- ii. **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, Microsoft is liable according to the statutory law.

Subject to the foregoing clause ii., Microsoft will only be liable for slight negligence if Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, Microsoft will not be liable for slight negligence.

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