

Microsoft Device Service Terms

SECTION 20 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IF YOU LIVE IN (OR, IF A BUSINESS, YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE A DISPUTE WITH MICROSOFT. PLEASE READ IT.

1. INTRODUCTION

If you submit a request for service (the "Service") for your Microsoft manufactured device ("Microsoft Device(s)"), you accept and agree to these Service Terms and any other applicable terms, conditions, policies, or disclaimers found on <http://support.microsoft.com> (the "Agreement"). We encourage you to read these terms carefully.

These terms apply to Service (repair, replacement, and refund) for all Microsoft Devices. In this Agreement, "Microsoft Devices" means Microsoft manufactured hardware devices including laptops, consoles, accessories, standalone replacement components, and replacement devices provided or purchased.

IF YOU DO NOT AGREE TO THESE MICROSOFT DEVICE SERVICE TERMS, PLEASE DO NOT SUBMIT A REQUEST FOR SERVICE.

2. MODIFICATION OF MICROSOFT DEVICE SERVICE TERMS

At any time, Microsoft may update the Microsoft Device Service Terms without notice. You are responsible for understanding these terms before submitting a new Service request; if you continue to use the website or submit a Service request, you will have agreed to the amended terms. Updates apply only to Service requests submitted after the update was posted.

3. WARRANTY AND PROTECTION PLAN COVERAGE

- a) **Be sure to keep a copy of your proof of purchase for your Microsoft Device.** We may require you to provide proof of purchase for free-of-charge warranty service, or Protection Plan coverage.
- b) The terms of the applicable Microsoft Manufacturer's Limited Hardware Warranty or Microsoft Protection Plan govern the coverage of your Microsoft Device. In the event of a conflict between this Agreement and the Microsoft Manufacturer's Limited Hardware Warranty or a purchased extended warranty or accidental damage protection plan ("Protection Plan") for your Microsoft Device, the terms of the applicable Microsoft Manufacturer's Limited Hardware Warranty or Protection Plan will prevail over this Agreement.

- c) You may be eligible for out-of-warranty service for a fee. "Out-of-warranty" means your Microsoft Device is no longer covered by Microsoft's Manufacturer's Limited Hardware Warranty, Protection Plan, legal rights you may have under local consumer laws, or the issue you're reporting is excluded from coverage. For exclusions, see Section 15 of these Terms.

The process described in Section 13 (Device Service Process) of these Terms apply to out-of-warranty service (mail-in or self-repair).

The following also apply to out-of-warranty service:

- i. Your product may be repaired or replaced depending on the device issue or the available out-of-warranty offers which vary by product and country. Repairs may use new or refurbished parts and replacement may also be with a new or refurbished device in Microsoft's discretion. When replacing the device, Microsoft may use either the same unit model or, if unavailable, the model nearest to the original model's form, functionality, performance, and color, in Microsoft's sole discretion. The original device and any parts of your Device that Microsoft has replaced become Microsoft's property.
- ii. Current pricing for out-of-warranty services is available here: for Surface – <https://aka.ms/Surface-Out-of-Warranty-Pricing> and for Xbox - <https://aka.ms/Xbox-Out-of-Warranty-Pricing>. Pricing may vary based on the service required and is subject to change.
- iii. After repair or replacement, your repaired or replaced device will be covered for the longer of the remainder of your original warranty or protection plan period or 90 days after Microsoft ships it to you. This post-warranty duration is provided without prejudice to, and without limiting any rights and claims you may have under your local law.

4. LIMITATIONS ON USE BY MINORS

You must be at least 18 years of age or the age of majority in the state, province, or country where you live to submit a Service request.

5. USE OF YOUR PERSONAL DATA

Your privacy is important to us. Microsoft takes care of your personal data, including your order history according to the terms of the Microsoft Privacy Statement.

6. ACCURACY OF BILLING AND ACCOUNT INFORMATION

When you submit a Service request for your Microsoft Device, you agree to provide current, complete, and accurate payment, account, and contact information and to promptly update that information, so that we can complete your transaction and contact you as needed.

7. PAYMENT

Unless Service for your Microsoft Device is covered by warranty or a Protection Plan, you agree to pay the estimated Service charges at the time you submit a service request (either by phone through our customer service agent or online). The estimated charges may include all parts and labor required for Service, diagnostic testing, shipping charges, plus applicable tax. For Advanced Exchange Service, please review the terms in Section 16, below.

8. CANCELLATION OF SERVICES

You may not cancel or receive a Service fee refund for cancelling after Microsoft receives your Service request. Service cancellations and refunds are not available if Microsoft has received your Microsoft Device for Service and has shipped your repaired or replacement Microsoft Device to you, or for any Advanced Exchange Service once Microsoft has sent you the Advanced Exchange Device.

9. LIABILITY FOR DAMAGE DURING SHIPPING

If you send in your Microsoft Device for Service, you are responsible for having it properly packaged to prevent damage while in transit for Service. You are also responsible for insurance coverage for any loss or damage to the Microsoft Device while in transit for Service. We will notify you if the Microsoft Device is damaged in any way in transit for Service; you will be responsible for any damage incurred before we receive your Microsoft Device.

After we have shipped back your Microsoft Device to you or we provide a replacement part to you for self-repair, if it arrives in a damaged condition, you must notify Microsoft of the damage within two (2) business days after you receive it by contacting <https://support.microsoft.com/contactus>. If you fail to contact Microsoft regarding any damage to your Microsoft Device within 2 business days after you receive it, you will be responsible for any damage.

10. DATA TRANSFER AND SOFTWARE INSTALLATION

Before you send your Microsoft Device to Microsoft for Service, you are responsible to back up all existing data, back up existing files, and remove or erase all existing data and remove any accessories from the product. For Surface products, please see this article for more information: [How to prepare your Surface for service - Microsoft Support](#). In order to perform comprehensive testing and diagnostics on your Microsoft Device, your Device will be reset to its original factory state. This process will erase all applications and personal data on your Device.

If Service of your Microsoft Device involves transferring information or installing software, you will submit a service request only if you have the legal right to: (1) copy the information, including verifying that your Microsoft Device does not contain illegal files or data; and (2)

agree to the terms of the software license; you authorize Microsoft to transfer the information and accept those terms for you in performing the Service.

Microsoft is not responsible for loss, recovery, or compromise of data, applications or loss of use of equipment resulting from Service of your Microsoft Device.

11. ABANDONED PROPERTY

Microsoft will ship your Microsoft Device or self-repair replacement part to the mailing address submitted when you authorized Service unless you contact our customer support team before we start processing your Service request. A change in mailing address may require a cancellation of your existing Service request and creating a new request. If your Microsoft Device or replacement part is returned to Microsoft because delivery cannot be completed at that address, Microsoft will attempt to contact you for an alternate address. If you do not provide an address where Microsoft or its agent may deliver your Microsoft Device or replacement part within 60 days after the original delivery attempt, Microsoft will notify you that it considers your Microsoft Device or replacement part abandoned. If your Microsoft Device or replacement part is abandoned, Microsoft may dispose of it (in accordance with applicable law); specifically, Microsoft may sell your Microsoft Device or replacement part at a private or public sale to pay for any outstanding Service. Microsoft reserves its statutory and any other lawful liens for unpaid charges.

12. LIABILITY FOR OTHER PROPERTY

When you send your Microsoft Device in for Service, do not send any other property with that Microsoft Device. That includes Microsoft-issued accessories for which you did not request Service, third-party products or accessories, games, etc. You are responsible for the loss of any property other than the Microsoft Device that you send to Microsoft even when that property is adhered to the Microsoft Device. Other than the items that were required for the service of your Microsoft Device or its replacement, Microsoft does not guarantee that any other property will be returned to you.

13. DEVICE SERVICE PROCESS

If your Microsoft Device is malfunctioning, start by visiting <https://support.microsoft.com/>:

Microsoft will provide Service through one or more of the following options:

- 1) Mail-in service. If your Microsoft Device qualifies for mail-in service, Microsoft may provide you with a prepaid shipping label and instructions. The following applies to Mail-in Service:
 - a) During the service ordering process, you must notify Microsoft of any modifications or repairs made to the Microsoft Device not performed by Microsoft or a Microsoft authorized service provider. Microsoft will not be responsible for any damage to your

Microsoft Device that results from any non-Microsoft modifications or repairs. If Microsoft is unable to perform a Service due to damage caused by a non-Microsoft modification or repair, Microsoft will seek your authorization to complete the Service for a fee or Microsoft may return the Microsoft Device unrepaired without any responsibility.

- b) You are responsible for ensuring that all information provided about your Device issue is accurate and complete. This helps facilitate proper service. If you provide an inaccurate or incomplete description of the issue, Microsoft reserves the right, following inspection and diagnosis, to return the device without repair, at our discretion.
 - c) In accordance with Section 10, your Device will be reset to its original factory state during testing. If your Device is found to function as designed after testing, it will be returned to you with its original factory settings.
 - d) If an issue is found and Microsoft determines that the Microsoft Device malfunctioned under normal use conditions during the warranty period due to a defect in materials or workmanship or the malfunction is covered by a purchased Protection Plan, Microsoft will (at its option) repair or replace it or the defective part or refund the purchase price in exchange for the return of the Microsoft Device, unless a mandatory provision of your local law provides otherwise. Unless a mandatory provision of your local law provides otherwise, repair may use new or refurbished parts and replacement may be with a new or refurbished unit. When replacing the unit, Microsoft may use either the same unit model or, if unavailable, the model nearest to the original model's form, functionality, performance, and color, in Microsoft's sole discretion.
 - e) The Microsoft Device or all parts of your Microsoft Device that Microsoft has replaced become Microsoft's property.
- 2) Self-Repair. In certain countries and for specific Microsoft Devices, Microsoft may offer you the option to self-repair your Microsoft Device ("Self-Repair"). If Self-Repair is available, the following applies to the Self-Repair process:
- a) Microsoft will ship a new or refurbished replacement part (Microsoft's choice) to you free-of-charge, including shipping and handling costs, in most countries. If reasonable shipping and handling fees apply, those costs will be disclosed to you before you submit the service order. Microsoft is not responsible for any labor costs you incur relating to Self-Repair.

- b) Microsoft will provide you with instructions explaining how to Self-Repair using the replacement part. Please read the instructions carefully. Any damage that results from failing to follow Microsoft's instructions is excluded from coverage under Microsoft's Limited Hardware Warranty and Protection Plan. If your Microsoft Device is damaged during repair, you may be entitled to out-of-warranty repair services for a fee.
- c) You agree to complete the Self-Repair within 30 days after the replacement part is delivered to you.
- d) Some Self-Repairs may require standard household tools and Microsoft will not provide those tools to you. When the Self-Repair requires tools that are proprietary or specialized to Microsoft, Microsoft will provide the tool with your Self-Repair free of charge.
- e) For some Self-Repairs, Microsoft may require you to return the part you replaced. In such cases, you agree to the following terms:
 - i) You must ship the original Microsoft part to Microsoft within 60 days from the date Microsoft ships the replacement part to you.
 - 1. The replacement part will be shipped to you in a box that includes a prepaid shipping label.
 - 2. Use the same box in which the replacement part arrived and the enclosed prepaid shipping label to return the replaced part.
 - 3. To help ensure the replaced part is returned, Microsoft may ask you to provide a valid credit card number. Self-Repair may not be available if you cannot provide one.
 - 4. **You will be assessed a fee equal to Microsoft's retail price of the replacement part if: (a) you do not return the replaced part within 60 days, (b) the Microsoft Device or replacement part is no longer covered by or is excluded from Microsoft's Manufacturer's Limited Hardware Warranty or Protection Plan, or (c) the replaced part you returned does not match the serial number you provided in your service request.** If Microsoft asks you for your credit card number, YOUR CREDIT CARD WILL BE CHARGED AUTOMATICALLY for this fee. Your credit card will not be charged otherwise
- f) If you're having trouble with your Self-Repair, please contact us: <https://support.microsoft.com/contactus>. If the repair does not fix the issue with your Microsoft Product and no damage is done, you will not lose rights under the

Microsoft's Limited Hardware Warranty and Protection Plan. Microsoft may ask you to return the replacement part.

14. SPECIAL EDITION MICROSOFT DEVICES

If you send a special edition Microsoft Device to Microsoft for Service, Microsoft will use commercially reasonable efforts to return your unit or the same or similar special edition Microsoft Device to you, but it may not be possible to do so in all cases. This will depend on the extent of the repair or its availability at the time of Service (special editions may no longer be available). Microsoft reserves the right to replace the Microsoft Device with a similar or better Microsoft Device. In accordance with Section 13, a Microsoft Device, including a special edition Microsoft Device or any parts of the Device that Microsoft has replaced become Microsoft's property.

15. EXCLUSIONS FROM SERVICE

1. Exclusions-Protection Plan. Refer to the terms & conditions for the Protection Plan you purchased for specific exclusions and limitations.
2. Exclusions-Microsoft's Manufacturer's Limited Hardware Warranty. To the extent permitted by your local law, your Microsoft Manufacturer's Limited Hardware Warranty does not apply and Microsoft is not responsible to offer Service, even for fee to: (a) a Microsoft Device not purchased from Microsoft or an authorized reseller; (b) damage caused by use with products, applications, or services not manufactured, licensed, or supplied by Microsoft (including, for example, games and accessories not manufactured or licensed by Microsoft, and "pirated" games); (c) a Microsoft Device that has had its serial or IMEI number altered or removed; (d) damage caused by any external cause (including, for example, by being dropped, exposed to liquid, or used with inadequate ventilation); (e) damage caused by use not in accordance with the user manual, technical specifications, or any other instruction Microsoft provided; (f) damage caused by repairs or modifications done by someone other than Microsoft or a Microsoft authorized service provider or damage caused by using another company's parts; (g) scratches, dents, other cosmetic damage, or damage reasonably expected as a result of normal wear and tear; (h) damage caused by hacking, cracking, viruses or other malware, or by unauthorized access to services, accounts, computer systems, or networks; or (i) a Microsoft Device that has had its software or hardware modified to alter its functionality or capabilities using malicious code, malware, bots, worms, trojans, backdoors, exploits, cheats, fraud, hacks, hidden diagnostics, or other mechanisms:
 - a. to disable security or content-protection mechanisms;
 - b. to give the user an unfair advantage or degrade other users' online experience;

- c. to deceive or defraud Microsoft or others; or
 - d. that may harm the Microsoft Device or our systems.
 - i. You must request an authorized Service order by phone, at an authorized service provider, or online before sending your Microsoft Device to Microsoft. If you don't, or if one of the exclusions from Service above applies, we may return the Microsoft Device to you without service.
3. Exclusions from Out of Warranty Service. Microsoft is entitled to perform diagnostic testing and inspection of your Microsoft Device and may charge you a fee for the diagnosis. Microsoft is not responsible to offer Service, even for fee to a Microsoft Device: (a) not purchased from Microsoft or an authorized retailer or reseller; (b) failed due to incompatibilities with any software, applications or data on your Device, (c) failed due to failure of parts that are not manufactured by Microsoft; (d) has had its serial or IMEI number altered or removed; (e) failed due to abuse, neglect, misuse, faulty installation or repair performed by anyone other than Microsoft or a Microsoft Authorized Service Provider, and (f) damage caused by hacking, cracking, viruses or other malware, or by unauthorized access to services, accounts, computer systems, or networks; or (g) a Microsoft Device that has had its software or hardware modified to alter its functionality or capabilities using malicious code, malware, bots, worms, trojans, backdoors, exploits, cheats, fraud, hacks, hidden diagnostics, or other mechanisms:
- a. to disable security or content-protection mechanisms;
 - b. to give the user an unfair advantage or degrade other users' online experience;
 - c. to deceive or defraud Microsoft or others; or
 - d. that may harm the Microsoft Device or our systems.

You must request an authorized Service order by phone, at an authorized service provider, or online before sending your Microsoft Device to Microsoft. If you don't, or if one of the exclusions from Service above applies, we may return the Microsoft Device to you without service.

16. ADDITIONAL TERMS FOR ADVANCED EXCHANGE SERVICE

In certain countries and for specific products, Microsoft may offer Advanced Exchange Service ("AES"). With AES, Microsoft will ship a replacement device ("Advanced Exchange Device") to you in advance of our receipt of a Microsoft Device covered under Microsoft's

Manufacturer's Limited Hardware Warranty or a purchased commercial Microsoft Protection Plan (Extended Hardware Service or Microsoft Complete).

Microsoft ships an Advanced Exchange Device to a location you designate in your Service request.

When your Microsoft Device qualifies for AES or you select "AES" in a request for a covered Service, you agree to the following terms:

1. You must ship the original Microsoft Device to Microsoft within 10 days from the date Microsoft ships the Advanced Exchange Device to you ("Return Period").
2. Your Microsoft Device will not qualify for AES if the device is damaged or is not covered under Microsoft's Manufacturer's Limited Hardware Warranty or Protection Plan.
3. The Advanced Exchange Device will be shipped to you in a box that includes a prepaid shipping label.
4. Use the same box in which the Advanced Exchange Device arrived and the enclosed prepaid shipping label to return the original Microsoft Device. You must ship your original Microsoft Device within the Return Period.
5. To help ensure the original Microsoft Device is returned, Microsoft may ask you to provide a valid credit card number.
6. **You will be assessed a fee equal to Microsoft's retail price of the Advanced Exchange Device if: (a) you do not return the original Microsoft Device within the Return Period, (b) the Microsoft Device is no longer covered by or is excluded from Microsoft's Manufacturer's Limited Hardware Warranty or Protection Plan, or (c) the Microsoft Device you returned does not match the serial number you provided in your service request.** If Microsoft has asked you for your credit card number, YOUR CREDIT CARD WILL BE CHARGED AUTOMATICALLY for this fee. Your credit card will not be charged otherwise.

The availability of AES may vary by product, market and is subject to change. If you have any questions, please contact support at <http://support.microsoft.com>.¹⁷ LIMITED POST-SERVICE WARRANTY

a. In servicing your Microsoft Device, Microsoft warrants (1) that Service will be performed in a workmanlike manner, and (2) that all parts or products used in the Service will be free from defects in materials and workmanship for either a) the remainder of the term of your

Microsoft Manufacturer's Limited Hardware Warranty or Protection Plan (if applicable), or b) 90 days from the date of Service, whichever is greater. This post-Service warranty is an express warranty. If non-conforming Service is provided or a defect arises in a replacement part or product during the 90-day warranty period, at its option, Microsoft will: (1) repair the part or product, using new, used, or refurbished replacement parts; (2) replace the part or product with a new, used, or refurbished equivalent part or product; or (3) refund your payment for the Service. This condition applies unless a mandatory provision of local law states otherwise.

b. If you Self-Repair, the Microsoft Device and replacement part (installed according to Microsoft's instructions) will be covered either for the remaining term of Microsoft's Limited Hardware Warranty (or, if applicable, the Protection Plan) for the repaired Microsoft Device, or 90 days from the date of Self-Repair, whichever period is longer (up to a maximum of 120 days after the delivery of the replacement part). This condition applies unless a mandatory provision of local law states otherwise.

18. EXCLUSION OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY

UNLESS OTHERWISE PROVIDED UNDER YOUR LOCAL LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC), IF ANY DEVICE SHOULD BE DAMAGED OR LOST WHILE IN MICROSOFT'S CUSTODY, MICROSOFT'S LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED MICROSOFT DEVICE. IF YOUR LAW PERMITS YOU TO RECOVER DAMAGES DESPITE THIS LIMITATION, MICROSOFT'S ENTIRE LIABILITY TO YOU FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER WITH RESPECT TO THE SERVICE OF YOUR MICROSOFT DEVICE, WHETHER DUE TO MICROSOFT'S NEGLIGENCE OR TO ANY OTHER CAUSE—AND YOUR ONLY REMEDY—IS LIMITED TO DIRECT DAMAGES UP TO THE GREATER OF: (i) THE COST TO REPAIR OR REPLACE THE MICROSOFT DEVICE; OR (ii) THE TOTAL AMOUNT YOU PAY TO MICROSOFT FOR THE SERVICE. MICROSOFT HAS NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS OR REVENUE. MICROSOFT HAS NO LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR SOFTWARE APPLICATIONS WHILE PERFORMING SERVICE.

19. SUBCONTRACTORS

Microsoft may subcontract with third-party service providers to service your Microsoft Device.

20. 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, upon receipt of a Notice of Dispute, 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, requests for public injunctions, and any other proceeding or request for relief 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 Microsoft and Microsoft’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 Microsoft concerning the Microsoft Device, any replacement device provided or purchased, the Service, any price, marketing, communications, your purchase transaction, billing, or this Agreement, 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. **Send a Notice of Dispute Before Arbitration.** If you have a dispute that our customer service representatives can’t resolve and you wish to pursue arbitration, you must first send an individualized Notice of Dispute to **Microsoft Corporation, ATTN: CELA Arbitration, One Microsoft Way, Redmond, WA 98052-6399, or submit the form electronically.** The Notice of Dispute form is available at <http://go.microsoft.com/fwlink/?LinkId=245499>. Complete that form in full, with all the information it requires. We’ll do the same if we have a dispute with you. This Notice of Dispute is a prerequisite to initiating any arbitration. Any applicable statute of limitations will be tolled from the date of a properly submitted individualized Notice of Dispute through the first date on which an arbitration may properly be filed under this Section 20.
- c. **Small Claims Court Option.** Instead of sending a Notice of Dispute, either you or we may sue the other party in small claims court seeking only individualized relief, so long as the action meets the small claims court’s requirements and remains an individual action seeking individualized relief. The small claims court must be in your county of residence (or, if a business, your principal place of business).
- d. **Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the Microsoft Device for personal or household use, or if the value of the dispute is less than \$75,000 whether or not you are an individual or how you use the Microsoft Device, its Consumer Arbitration Rules). For more information, see www.adr.org. **This Agreement governs to the extent it conflicts with any applicable AAA rules.** To initiate an arbitration, submit the Demand for Arbitration form available at

<http://go.microsoft.com/fwlink/?LinkId=245497> to the AAA and mail a copy to us. The form must contain information that is specific to you and your claim. In a dispute involving \$25,000 or less, any hearing will be telephonic or by videoconference 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). 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, but not relief that would affect non-parties.**

The arbitrator rules on all issues except that a court has exclusive authority: (i) to decide arbitrability, as well as formation, existence, scope, validity, and enforceability of this arbitration agreement; (ii) to decide whether the parties have complied with the pre-arbitration requirements (including the individualized Notice of Dispute and Demand for Arbitration forms); (iii) to enforce the prohibition on class, representative, private attorney-general, or combined actions or proceedings, or public injunctive relief; and (iv) to enjoin an arbitration from proceeding if it does not comply with this Agreement.

If your Notice of Dispute involves claims similar to those of at least 24 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, you and we agree that these claims will be "Related Cases." Related Cases may only be filed in batches of up to 50 individual arbitrations at a time, and those individual arbitrations will be resolved in the following manner: (i) for the first batch, each side may select up to 25 of these Related Cases to be filed and resolved in individual arbitrations under this Section 20; (ii) none of the other Related Cases may be filed or prosecuted in arbitration until the first batch of up to 50 individual arbitrations is resolved; and (iii) if, after that first batch, the parties are unable to informally resolve the remaining Related Cases, a second batch of Related Cases may be filed, where each side may select up to 25 of the Related Cases to be resolved in individual arbitrations under this Section 20. This process of batched individual arbitrations will continue until the parties resolve all Related Cases informally or through individual arbitrations. A court has exclusive authority to enforce this paragraph, including whether it applies to a given set of claims, and to enjoin the filing or prosecution of arbitrations that do not comply with this paragraph.

e. Arbitration Fees and Payments

- i. **Disputes Involving Less Than \$75,000.** We will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses if: (i) the dispute involves less than \$75,000; and before initiating arbitration (ii) you

complied with all pre-arbitration requirements in this Agreement, including, if applicable, the Related Cases paragraph. Otherwise, the AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses. If, at the conclusion of the arbitration, the arbitrator awards you more than our last written offer made before the arbitrator was appointed, we will pay you: (i) the amount of the award or \$1,000 (whichever is more); and (ii) any reasonable attorney's fees you incurred; and any reasonable expenses (including expert witness fees and costs) that your attorney accrued in connection with your individual arbitration.

ii. **Disputes Involving \$75,000 or More.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

f. **Severability.** If, after exhaustion of all appeals, a court finds any part of this Section 20 unenforceable as to any claim or request for a remedy, then the parties agree to arbitrate all claims and remedies subject to arbitration before litigating in court any remaining claims or remedies (such as a request for a public injunction remedy, in which case the arbitrator issues an award on liability and individual relief before a court considers that request). Otherwise, if any other part of Section 20 is found to be unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins).

21. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES

United States. If you live in (or, if a business, your principal place of business is in) the United States, the laws of your State of residence (or, if a business, your principal place of business) govern the interpretation of this Agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, implied warranty, and tort claims), regardless of conflict of laws principles, except that the FAA governs all provisions relating to arbitration. You consent to the exclusive jurisdiction and venue of state and federal courts in King County, Washington, USA for all disputes relating to the Service or this Agreement that are heard in court (not arbitration and not small claims court).

Canada. If you live in (or, if a business, your principal place of business is in) Canada, the laws of your Province of residence (or, if a business, your principal place of business) govern the interpretation of this Agreement, claims for breach of it, and all other claims (including consumer protection, unfair competition, implied warranty, and tort claims), regardless of conflict of laws principles. You consent to the exclusive jurisdiction and venue of courts in Ontario for all disputes relating to the Service or this Agreement

Elsewhere. If you live (or, if a business, your principal place of business is located) outside the United States or Canada, the laws of your country of residence (or, if a business, your principal place of business) govern the interpretation of this Agreement, claims for breach of

it, and all other claims (including consumer protection, unfair competition, implied warranty, and tort claims), regardless of conflict of laws principles.

22. ENTIRE AGREEMENT; SEVERABILITY; FORCE MAJEURE

This is the entire Agreement between you and Microsoft for Service for your Microsoft Device. Microsoft does not authorize any variance or modification of this Agreement. If any provision of this Agreement is determined to be invalid or unenforceable, 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 the Agreement will continue in effect. Section 20.f says what happens if parts of Section 20 (arbitration and class action waiver) are found to be unenforceable. Section 20.f prevails over this section if inconsistent with it. Microsoft is not responsible for any failures or delays in performing Service that are due to events outside its reasonable control.

23. NOTICES FOR CALIFORNIA CONSUMERS

An estimate for repairs as required (Section 9844 of the California Business and Professions Code) will be given to the customer by the service dealer in writing, and the service dealer may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information, contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 95814.

A buyer of a Microsoft Device in California has the right to have the device serviced and repaired during the warranty period. The warranty period will be extended for the number of whole days that the device has been out of the buyer's hands for warranty repairs. If a defect exists during the warranty period, the warranty will not expire until the defect has been fixed. The warranty period also will be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return the device for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. The time extension does not affect the protection or remedies the buyer has under other laws.

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