Terms of use

Updated April 2014

IMPORTANT NOTE: IF YOU LIVE IN THE UNITED STATES, SECTION 27.1 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE ANY DISPUTE BETWEEN YOU AND MICROSOFT. PLEASE READ IT.

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   If the Microsoft Press Store or any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You may also be required to accept a service agreement or separate terms of use as a condition of opening the account. You are responsible for keeping your account information and password confidential and are responsible for all activity that occurs under your account. You agree to notify Microsoft without delay of any unauthorized use of your account or any other breach of security.

4. NO UNLAWFUL OR PROHIBITED USE
   As a condition of your use of the Services, you warrant to us that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services 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.

You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Microsoft server or to any of the Services, 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 Services. You may not use the Services in a way that infringes rights of third parties, including, but not limited to, willfully harming a person or entity, including Microsoft.

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You warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use and Sale including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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Microsoft and its employees do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, IDEAS, SAMPLES, DEMOS, OR OTHER WORKS. The sole purpose of this policy is to avoid potential misunderstandings or disputes when Microsoft's products or marketing strategies might seem similar to ideas submitted to Microsoft. So, please do not send your unsolicited ideas to Microsoft or anyone at Microsoft.

If, despite our request that you do not send us your ideas and materials, you still send them, please understand that Microsoft will not compensate you for them and makes no assurances that your ideas and materials will be treated as confidential or proprietary.

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Terms Relating to the Sale or License of Products to You

8. GEOGRAPHIC AVAILABILITY
The Microsoft Press Store is intended for use by customers who reside in the country or region serviced by this Website and there may be limits on where we can ship products as set forth in our shipping policies. To complete your purchase, you must have a valid billing and shipping address within that country or region.

9. END USERS ONLY
You must be an end user to purchase products from the Microsoft Press Store. Resellers are not eligible to purchase.

10. EXPORT LIMITATIONS
Products purchased from the Microsoft Press Store (including print and electronic books and other products and services) may be subject to customs and export control laws and regulations. You agree to comply with all international and national laws and regulations that apply to you in relation to such products.

11. ACCURACY OF BILLING AND ACCOUNT INFORMATION
You agree to provide current, complete, and accurate purchase and account information for all purchases made at the Microsoft Press Store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed in connection with your transactions.

12. PRODUCT AVAILABILITY AND QUANTITY AND ORDER LIMITS
Product prices and availability are subject to change at any time and without notice. Microsoft may place a limit on the quantities that may be purchased per order, per account, per credit card, per person, or per household.

Microsoft may refuse or reject any order at any time, refunding you any monies you have paid for the order, for reasons which include, but are not limited to, if you have not met the conditions specified at the time of the order, if your payment cannot be processed, if the ordered products or services are not available, or for obvious errors on the Website or made in connection with your order. If we are unable to supply the products or services that you ordered because such items are on back order, we
will continue to try and fulfill your order for 30 calendar days. If the product is still on back order or is otherwise not available after this period, we will cancel the item(s) on back order and confirm the cancellation by email. In the event of obvious errors on the Website or made in connection with your order, we reserve the right to correct the error and charge you the correct price. In that situation, we will contact you and offer you the option of purchasing the product at the correct price or canceling your order.

Refunds will be made to the same method of payment and account used to place the order. For more information, please read our Ordering and fulfillment page.

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Certain electronic products may be made available for purchase and download on the Website, such as eBooks. Such electronic products are delivered to you by making a download link available in your account that is associated with your product purchase. Subject to the paragraph below, we usually store the download link in your account for approximately 3 years following the purchase date, but do not promise to store them for any particular length of time.

If we cancel or modify our Services or Website such that you will no longer have access to the download link in your account, we will provide at least 90 days advance notice to you using the contact information for the related account.

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When you order an eBook, we create a personalized copy of the file, with your name applied visibly but discretely on the document, plus a non-visible ID number. These are known as watermarks and associate the file to you, the purchasing customer. These identifiers contain no other personal information about you. Once you have downloaded the file, no passwords or logins are required to read, print, or transfer your eBook files.

You can make copies for your own personal use on up to 6 devices. You may not transfer or distribute the copies you make to other people or put the files on servers where others can read or access this content. You may not edit the files, but you may view or print them for personal use.

16. OTHER TERMS AND CONDITIONS
Some products and services available on the Microsoft Press Store may be offered to you subject to separate end user license agreements, terms of use, terms of service or other terms and conditions. If you purchase or use those products or services, you may be required to also accept those terms as a condition of purchase, installation or use.

17. PRICE AND PAYMENT
Prices at the Microsoft Press Store will be as stated on the Website.

Pricing is for individual consumers/end users. If you want to purchase for a commercial, educational or government organization, please ask for information about our volume licensing programs. For more information, please visit the Distribution and sales page.

The Microsoft Press Store does not have a price match guarantee. We will not match the advertised price other retailers offer for the same item.

We may offer you the opportunity to pre-order a product from our Website before it is available for purchase. If you do, we may place a hold on your credit or debit card at the time of pre-order but will not charge your card until the product is available for download or we ship it. If the advertised price of the product decreases between the date you pre-ordered and the date the product is available for download or shipping, we will charge you the lower price. You may cancel your pre-order before the product is shipped or available for download by calling our customer support number located on our Support page. Once your pre-order is shipped or available for download, our normal return policies apply. We will indicate on the Website if different pre-order terms apply to a specific product.

Prices shown on the Website exclude all taxes or charges ("Taxes") that may apply to your purchase. Prices shown on the Website also exclude delivery costs. Taxes and delivery costs will be added to the amount of your purchase and shown on the checkout page. You will have an opportunity to review the taxes and delivery costs before you confirm your purchase. Each item in your Shopping Cart is shown at the current price. For more information, please see the Ordering and fulfillment page.

The Microsoft Press Store offers different payment options as identified on our Website. We reserve the right to change our payment options at any time and for any reasons. If offers are made in your local currency and are payable in another currency with an international credit card, final price in your currency will depend on the foreign exchange rates, taxes and fees applied by your bank or the issuer of your international credit card issuer. These transactions may be subject to taxes and/or fees on international transactions not charged by Microsoft Press Store.
18. RETURN POLICY
Microsoft Press Store's return policy is in addition to any statutory return rights you may have under law. Microsoft Press Store will accept returns for items that meet the return criteria set forth below. Exceptions and additional conditions are also stated below. We may deny any return or exchange if it fails to meet our return criteria. For additional information please visit our Ordering and fulfillment page.

RETURN CRITERIA:

Physical goods: If for any reason you are not satisfied with your purchase, you may return your book(s), unopened CDs, unopened DVDs, or unopened software, in resalable condition and with the original receipt, within 30 days of the date of purchase for a full refund, minus shipping and handling costs, if any. Products should be shipped prepaid via a traceable method such as UPS. Please enclose a copy of your original invoice with the book(s), and be sure to include your full name and address on the outside of the package.

Electronic goods: eBooks, digital audio, digital videos or other digital goods may be returned within 30 days of the date of purchase for a full refund. You will be asked to confirm that you have uninstalled and have not made any copies of the eBook. We may also ask you to sign an electronic letter of destruction as a condition of your return.

We may occasionally extend the 30-day return period during holiday or other periods. If a longer return period was advertised on the Website when you made your purchase, that longer period applies.

EXCEPTIONS:

Microsoft Press Store will not accept items for return that have been used, altered or that show wear or damage. Items must be in a condition that permits us to resell them.

ADDITIONAL CONDITIONS:

Pre-orders:
- For pre-ordered eBooks, the 30-day return period begins when the downloadable product is delivered electronically to your account and made available for download.
- For other pre-ordered products, the 30-day return period begins when the product is shipped.

Backorders: For backordered items, the 30-day return period begins when the product ships.

Print and eBook packs: When a print and eBook pack is purchased and only part of the pack is returned, the refund amount will be the list price of the returned item minus the amount of the discount that was applied to the pack.

19. CUSTOMER SERVICE
Please visit our Support page for more information about customer service options.

Terms Relating to Both Your Use of the Microsoft Press Store and Purchases

20. CHANGING TERMS
Microsoft may change the Terms of Use at any time and without notice to you. The Terms of Use in force at the time you place your order will govern your purchase and serve as the purchase contract between us. Before your next purchase, Microsoft may have changed the Terms of Use without notice to you. Please be sure to review the current Terms of Use each time you visit the Microsoft Press Store. We recommend that you save a copy of the Terms of Use for future reference when you make a purchase.

21. LIMITATIONS ON USE BY MINORS
You must have reached the age of majority in your province/territory of residence to purchase products from the Microsoft Press Store.

22. PRIVACY AND PROTECTION OF PERSONAL INFORMATION
Your privacy is important to us. We use certain information that we collect from you to operate and provide the Microsoft Press Store and the Services. Additionally, we may also automatically upload information about your machine, your use of the Services and Service performance. Please read our Privacy statement to learn about how we use and protect your information.

23. ERRORS ON SITE
We work hard to publish information accurately, update the Website regularly and correct errors when discovered. However, any of the content on our Website may be incorrect or out of date at any given time. We reserve the right to make changes to the Website at any time, including to product prices, specifications, offers and availability.

24. TERMINATION OF SITE USE
Microsoft may terminate your account or use of the Microsoft Press Store at any time for any reason, including, without limitation, if you are in breach of these Terms of Use or if the Microsoft Press Store is no longer operated by Pearson. By using the Microsoft Press Store, you agree to be responsible for any orders you make or charges you incur prior to such termination. Microsoft may change, discontinue, or otherwise suspend the Microsoft Press Store at any time, for any reason, and without prior notice to you. If such a change, discontinuance or suspension impacts your use of the Service or product or otherwise disrupts your order, please contact the Microsoft Press Store.

25. NO WARRANTIES
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THEY ARE WARRANTED, IF AT ALL, ONLY UNDER ANY LICENSE AGREEMENT OR MANUFACTURER’S WARRANTY THAT MAY ACCOMPANY THEM. YOU UNDERSTAND THAT YOUR PURCHASE AND USE IS AT YOUR OWN RISK AND THAT WE PROVIDE PRODUCTS AND SERVICES ON AN “AS IS” BASIS “WITH ALL FAULTS” AND “AS AVAILABLE.” YOU ASSUME THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE. SHOULD THEY PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR. MICROSOFT AND ITS DISTRIBUTORS DO NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE MICROSOFT PRESS STORE OR SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS CONTRACT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE.

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26. LIMITATION OF LIABILITY

If, despite the other sections of this Contract, Microsoft is found liable to you for any loss or damage that arises out of or in any way connected with your use of the Microsoft Press Store, the Services, or any product or service offered, you agree that your exclusive remedy is to recover from Microsoft or any affiliates, resellers, distributors, and vendors direct damages up to US $100.00.

YOU AGREE THAT YOU CAN’T RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE. THESE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF YOU INCUR DAMAGES AND EVEN IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THUS THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY TO ANYTHING RELATED TO THE MICROSOFT PRESS STORE, THE SERVICES, THIS CONTRACT, OR ANY PRODUCT OR SERVICE OFFERED, INCLUDING LOSS OF CONTENT; ANY VIRUS AFFECTING YOUR USE OF THE MICROSOFT PRESS STORE OR SERVICES; DELAYS OR FAILURES IN STARTING OR COMPLETING TRANSMISSIONS OR TRANSACTIONS; CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR CONDITION; CONSUMER PROTECTION; DECEPTION; UNFAIR COMPETITION; STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION, OMISSION, TRESPASS OR OTHER TORT; VIOLATION OF STATUTE OR REGULATION; OR UNJUST ENRICHMENT.

27. GENERAL LEGAL TERMS INCLUDING BINDING ARBITRATION AND CLASS ACTION WAIVER

1. ARBITRATION AND CLASS ACTION WAIVER IF YOU LIVE IN THE UNITED STATES. This Section 27.1 applies to any dispute EXCEPT THAT IT DOES NOT INCLUDE A DISPUTE RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MICROSOFT’S, OR EITHER OF OUR LICENSOR’S INTELLECTUAL PROPERTY RIGHTS. “Dispute” means any dispute, action, or other controversy between you and Microsoft concerning the Microsoft Press Store, the Services, this Contract, or any product or service offered, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

1. Notice of Dispute. In the event of a dispute, you or Microsoft must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. A form is available at http://go.microsoft.com/fwlink/?linkid=245499. Microsoft will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Microsoft will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Microsoft may commence arbitration.

2. Small Claims Court. You may also litigate any dispute in small claims court in your county of residence or King County, Washington, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.

3. Binding Arbitration. IF YOU AND MICROSOFT DO NOT RESOLVE ANY DISPUTE BY INFORMAL NEGOTIATION OR IN SMALL CLAIMS COURT, ANY OTHER EFFORT TO RESOLVE THE DISPUTE WILL BE CONDUCTED EXCLUSIVELY BY BINDING ARBITRATION. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator’s award.

4. Class Action Waiver. ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR MICROSOFT WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATIONS OR PROCEEDINGS.

5. Arbitration Procedure, Costs and Fees. Any arbitration will be conducted by the American Arbitration Association (the “AAA”) under its Commercial Arbitration Rules
and in many cases it is Supplementary Procedures for Consumer-Related Disputes. For more information, see www.adr.org or call 1-800-778-7819. In a dispute involving $75,000 or less, Microsoft will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees. You and Microsoft agree to the terms governing procedures, fees, and incentives at http://go.microsoft.com/fwlink/?Linkid=279535. To commence arbitration, submit the form available at http://go.microsoft.com/fwlink/?Linkid=245497 to the AAA. You agree to commence arbitration only in your county of residence or in King County, Washington. Microsoft agrees to commence arbitration only in your county of residence.

6. Claims or Disputes Must Be Filed Within One Year. To the extent permitted by law, any claim or dispute relating to the Microsoft Store, the Services, this Contract, or any product or service offered must be filed within one year in small claims court (Section 27.1.2), an arbitration proceeding (Section 27.1.3), or in court, if Section 27.1 permits the dispute to be filed in court instead of arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

7. Rejecting Future Arbitration Changes. You may reject any change Microsoft makes to Section 27.1 (other than address changes) by sending us notice within 30 days of the change by mail to the address in Section 27.1. If you do, the most recent version of Section 27.1 before the change you rejected will apply.

8. Severability. If the class action waiver in Section 27.1.4 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 27.1 will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 27.1 is found to be illegal or unenforceable, that provision will be severed with the remainder of Section 27.1 remaining in full force and effect.

2. Interpreting the Contract

All parts of this Contract apply to the maximum extent permitted by the relevant law; you may have greater rights in your jurisdiction of residence. If it is determined that we can’t enforce a part of this Contract as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of this Contract won’t change. Section 27.1.8 says what happens if parts of Section 27.1 (arbitration and class action waiver) are found to be illegal or unenforceable, and prevails over this Section 27.2 if inconsistent with it. Other terms may apply if you purchase products or services from other Microsoft websites.

3. Assignment

We may assign, transfer or otherwise dispose our rights and obligations under this Contract, in whole or in part, at any time without notice to you. You may not assign this Contract or transfer any rights under it.

4. 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.

5. Notices and Communication

For customer support inquiries, please see the Support page on the Website. For disputes, follow the notice procedure in this section.

6. Governing Law

The laws of the state or province where you live govern the interpretation of this Contract, claims for breach of it, and all other claims (including claims for breach of contract, breach of warranty, consumer protection, unfair competition, and tort claims), regardless of conflict of law principles. If you live in the United States, 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 the Microsoft Press Store, the Services, this Contract, or any product or service offered, that are heard in court (not arbitration and not small claims court). “State” means a State, the District of Columbia, and any other United States territory or possession. “The United States of America” includes all of them.

28. NOTICES

Notifications of claimed copyright infringement should be sent to Microsoft’s designated agent. For details and contact information, see Notice and Procedure for Making Claims of Copyright Infringement at http://www.microsoft.com/info/cpythnfrg.htm. INQUIRIES THAT ARE SUBMITTED BUT ARE NOT RELEVANT TO THE PROCEDURE WILL RECEIVE NO RESPONSE.

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