

# BING IN THE CLASSROOM TERMS OF SERVICE

**BING IN THE CLASSROOM (THE “SCHOOLS PROGRAM”) IS A PROGRAM INTENDED TO SUPPORT MICROSOFT’S BROADER COMMITMENT TO K-12 EDUCATION BY OFFERING TO QUALIFYING SCHOOLS MICROSOFT’S BING SEARCH SERVICES WITH ENHANCEMENTS.**

The Master Services Agreement, located at <http://go.microsoft.com/fwlink/?LinkID=530144> (the “**Master Services Agreement**”), as well as this Bing in the Classroom Terms of Service (this “**Bing in the Classroom TOS**”) apply to the Schools Program (this Bing in the Classroom TOS, together with the Master Services Agreement, being the “**Agreement**”). To the extent that any provision contained in this Bing in the Classroom TOS conflicts with the Master Services Agreement, the Master Services Agreement shall prevail unless the conflicting provision contained herein explicitly provides that it intends to modify the application of the Master Services Agreement.

## 1. Scope of agreement, acceptance, and changes

**1.1 How is the Schools Program different from the standard Bing experience?** The Schools Program enhances search on Bing.com (accessible via your browser at [www.bing.com](http://www.bing.com)) for the school environment, which means:

- **Ad-free.** For all Bing.com searches coming from participating Qualified Education Users on the school’s network, Microsoft will serve no ads in the Bing.com search results; and
- **Safer.** All Bing.com searches coming from participating Qualified Education Users on the school’s network will have SafeSearch enabled at Strict settings (the highest level from the Low, Medium, Strict settings offered), to reduce inappropriate and adult content; and
- **More private search.** For all Bing.com searches coming from participating Qualified Education Users on the school’s network, Microsoft will not enter data from these searches into individualized advertising profiles, which means that these searches will not be used to create targeted advertising back to the user.

**1.2 Can Microsoft change the terms of this Agreement after I have accepted them?** Yes. Microsoft may change or amend the Agreement, by making changes to this Bing in the Classroom TOS, or the underlying Master Services Agreement, as more fully set forth in Section 1.4 of the Master Services Agreement. However, as part of the Bing in the Classroom TOS as a Bing in the Classroom Qualified User, we will notify you, in an email notification to the contact email you have provided, or through other reasonable means, at least ten (10) business days in advance of any material change to the terms of the Agreement.

## 2. Program participation

**2.1 How does a Bing user become a Schools Program participant?** In order to participate in the Schools Program, the Bing user must be a Bing in the Classroom Qualified User, which is: (a) a public or private K-12 school in the United States; (b) institutionally accredited by an accrediting agency nationally recognized by the U.S. Secretary of Education, or alternatively, recognized or approved by the Department of Education of the state in which the school is located; (c) registered and approved by Microsoft, as outlined below in this paragraph; and (d) with a static<sup>1</sup> (non-changing) outbound IP address. Provided that the Bing user is a Bing in the Classroom Qualified User, such Bing in the Classroom Qualified User’s school district Chief Technology Officer (“CTO”) or authorized representative must register for the Schools Program by providing Microsoft with: (1) the IP address (or address range) of the Bing in the Classroom Qualified Users’ internet connection, which must be static; (2) appropriate school district contact name and title; and (3) school district contact’s direct email and phone number. Such registration is subject to Microsoft’s confirmation and approval of the information submitted. Parents who are interested in seeing whether their school is participating should contact their school or school district CTO or appropriate representative.

**2.2 What are my rights and obligations as a Schools Program participant?** The parties agree that none of the obligations arising from this Bing in the Classroom TOS requires the payment of fees by one party to the other. In addition to the other obligations provided in this Bing in the Classroom TOS, you agree, in connection with your status as a Bing in

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<sup>1</sup> A permanent, unique internet protocol (IP) address assigned to you by your Internet Service Provider (ISP), which is not dynamic and therefore does not change from IP session to IP session. If you are unsure whether you have a static IP address, please check with your ISP. Microsoft expects that this requirement will affect only a small percentage of schools.

the Classroom Qualified User, to use best efforts to inform teachers, parents, and students within your school or school district about the availability of the Schools Program features outlined in Section 1.1. You also agree to allow Microsoft the right to disclose the name of your school or district to third parties and/or in public statements, including for promotional purposes. You acknowledge that the Schools Program is voluntary and does not involve a commitment on either side to continue the Schools Program. Microsoft may terminate the Schools Program, and/or your participation in the Schools Program, at any time for any reason, as further described in Section 3.2, below.

**2.3 Additional requirements.** In addition to the terms of the Agreement, you may impose additional requirements governing user access to the services. Your imposition of such additional requirements does not create additional obligations on Microsoft, and the obligation to communicate such requirements to the relevant users remains solely with you.

**2.4 Responsibility for complying with Agreement.** You are responsible for all activity that takes place over the IP address registered by you with the Schools Program.

## 3. Services activation and cancellation

**3.1 How long will it take for my services under the Schools Program to start?** If approved by Microsoft, activation of the services may not be immediate and may take time to activate.

**3.2 Can my services be cancelled?** Yes. Microsoft reserves the right to terminate your participation in the Schools Program if you fail to meet the eligibility requirements, fail to adhere to the terms of the Agreement, or for any other reason determined by Microsoft. Microsoft will provide you notice of termination. In addition, Microsoft reserves the right to end the Schools Program and terminate this Bing in the Classroom TOS entirely if and when Microsoft considers it appropriate.

**3.3 How can I terminate my school's participation in the Schools Program?** You may terminate your participation in the Schools Program at any time by emailing [o365edu@microsoft.com](mailto:o365edu@microsoft.com) from the email address registered with the service. Please allow up to sixty (60) days for your removal from the Schools Program.

**3.4 What happens if my participation in the Schools Program is terminated?** If your use of and participation in the Schools Program is canceled or terminated (whether by you or us), the mutual obligations under this Bing in the Classroom TOS will cease, and you may use Bing.com under our standard Terms of Service (see <http://go.microsoft.com/fwlink/?LinkID=530144>).

## 4. Privacy

When you use Bing.com services, Microsoft collects certain information in order to operate effectively and provide you the best and most relevant products, services and experiences. The data collection, data use, and data sharing practices that govern this Agreement are set forth in the Microsoft Privacy Statement, which is available at <http://go.microsoft.com/fwlink/?LinkID=521839>. With respect to the "More Private Search" promise outlined in Section 1.1, all Bing.com searches coming from participating Qualified Education Users on the school's network will be treated as having "opted-out" of receiving personalized ads as set forth in the Microsoft Advertising Privacy Statement, available at <http://www.microsoft.com/privacystatement/en-us/MicrosoftOnlineAdvertising/Default.aspx>, which means Microsoft will not enter the data from these searches into individualized advertising profiles.

## 5. Restrictions

The Schools Program and related provisions in this Bing in the Classroom TOS are limited to Bing.com searches (accessible via your browser at [www.bing.com](http://www.bing.com)) done at the Bing in the Classroom Qualified User's school and through the school's internet connection and therefore will not be available through websites, apps, or search services other than Bing.com, or when devices are not operating on the school network, such as at home or when connected to a cellular network. Bing Apps (including but not limited to Bing News, Bing Food & Drink and Bing Travel) are not covered by this program, and any Bing Apps that are on school devices can readily be uninstalled by the school at any time.

## 6. NO WARRANTIES

MICROSOFT, AND OUR AFFILIATES AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES AND PARTICIPATION IN THE SCHOOLS PROGRAM. YOU UNDERSTAND THAT USE OF THE SERVICES AND PARTICIPATION IN THE SCHOOLS PROGRAM IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN “AS IS” BASIS “WITH ALL FAULTS” AND “AS AVAILABLE.” MICROSOFT DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES OR SCHOOLS PROGRAM. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THIS AGREEMENT IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE.

YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES OR PARTICIPATION IN THE SCHOOLS PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

## 7. Limitation of liability

If Microsoft breaches any part of the Agreement, you agree that your exclusive remedy is to recover, from Microsoft or any affiliates, and vendors, direct damages up to an amount equal to \$50,000. **YOU CANNOT RECOVER ANY OTHER DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE.** These limitations and exclusions apply even if this remedy does not fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything related to this agreement; accidental provision of advertising or inappropriate content; any virus affecting your use of the services; delays or failures in starting or completing transmissions; claims for breach of contract, warranty, guarantee, or condition; strict liability; negligence; misrepresentation or omission; trespass; violation of statute or regulation; or unjust enrichment. **Some or all of these limitations or exclusions may not apply to you if your state does not allow the exclusion or limitation of incidental, consequential, or other damages.**

## 8. Support

Support for the Schools Program specifically is available via email at [o365edu@microsoft.com](mailto:o365edu@microsoft.com). Other customer support options are as set forth in the Master Services Agreement.

## 9. Miscellaneous

The “Privacy” section, and sections 6, 7, and 9 and those that by their terms apply after it ends, will survive any termination or cancellation of this Bing in the Classroom TOS. We may assign this Bing in the Classroom TOS, in whole or in part, at any time without notice to you. You may not assign this Bing in the Classroom TOS or transfer any rights to use the services. You consent to Microsoft providing you notifications about the services or information the law requires us to provide via email to the address that you specified when you signed up for the services. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must stop using the services. You may notify Microsoft at [o365edu@microsoft.com](mailto:o365edu@microsoft.com). The Agreement is the entire agreement between you and Microsoft for your use of the services. It supersedes any prior agreements between you and Microsoft regarding your use of the services. All parts of this Bing in the Classroom TOS apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of this Bing in the Classroom TOS as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Bing in the Classroom TOS will not change. Section titles in this Bing in the Classroom TOS are for reference only and have no legal effect. This Bing in the Classroom TOS is solely for your and our benefit. It is not for the benefit of any other person, except for Microsoft’s successors and assigns.