

Skype Terms of Use

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PLEASE READ CAREFULLY BEFORE DOWNLOADING THE SOFTWARE OR USING THE PRODUCT(S) OR SKYPE WEBSITES

Key Points

It is important that you read the entirety of and understand this document. There are, however, a few key points that we need to emphasise:

NO ACCESS TO EMERGENCY SERVICES: The Software is not a replacement for your ordinary mobile or fixed line telephone. In particular, apart from in the very limited circumstances set out in paragraph 5.6 of these Terms (applicable to Skype's Internet Communications Software only), the Software does not allow you to make emergency calls to emergency services. You must make alternative communications arrangements to ensure that you can make emergency calls if needed.

CHECK RESTRICTIONS ON USE: In some regions there are restrictions on the use of the Software. It is your responsibility to ensure that you are legally allowed to use the Software where you are located.

NO OWNERSHIP OF NUMBERS: If Skype allocates to you a [Skype Number](#) or [Skype To Go Number](#), you do not own the number or have a right to retain that number forever. Skype

may need to change or withdraw the number allocated to you from time to time. You will not transfer or attempt to transfer your [Skype Number](#) or [Skype To Go Number](#) to anyone else. You must ensure you comply with any allocation requirements displayed when purchasing a Skype Number as failure to do so could result in the number being withdrawn. Please see also paragraph 19.1.

SKYPE CREDIT BECOMES INACTIVE AFTER 180 DAYS: If you purchase Skype Credit please be aware that it becomes inactive after 180 days of inactivity. Please see also paragraph 9.2.

1. YOUR AGREEMENT WITH SKYPE

1.1 Skype's internet communication software applications ("**Internet Communications Software**"), other "Skype" branded software applications (together the "**Skype Software**") and associated documentation (whether in printed or electronic form) including any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto ("**Updates**") and whether made available for free or for a fee, (collectively the "**Software**") are licensed (not sold) to you by Skype Software S.à r.l. unless you are using a version of the Software that is included with Windows 8.1 or later. If you are using a version of the Software that is included with Windows 8.1 or later, the Software is licensed to you under the Microsoft Software License Terms for the version of Windows that you are running. These Terms (other than the software license in Section 4.1) will still apply to your use of the Software and Products.

1.2 The features and products that are made available through the Software for free (excluding products or features available for free on a trial basis only) ("**Free Products**") are provided to you by Skype Software S.à r.l.

1.3 Any additional products or features of the Skype Software or other "Skype" branded products, that you pay for (including products or features available for free on a trial basis only) ("**Paid For Products**") are provided to you by Skype Communications S.à r.l.

1.4 "Skype Websites" means www.skype.com (operated by Skype Communications S.à r.l.) and any other websites authorised by Skype which link to these Terms.

1.5 "**Skype**" means Skype Software S.à r.l., 23 – 29 Rives de Clausen, L-2165 Luxembourg or Skype Communications S.à r.l., 23 – 29 Rives de Clausen, L-2165 Luxembourg as the context requires;

"**Products**" means collectively the Free Products and Paid For Products;

"**you**" or "**your**" means you, the registered holder of the User Account (as described in paragraph 6.1) and licensee under these Terms.

1.6 Your agreement with Skype is made up of the terms and conditions set out in this document, together with any fair usage policies described in this document and Additional Terms referred to in paragraph 14 (collectively the "**Terms**"). To the extent of any inconsistency between the fair usage policies or any Additional Terms and this document, this document shall take precedence.

2. ACCEPTANCE OF THE TERMS

2.1 In order to download and/or use the Software, Products and/or Skype Websites you must first accept these Terms. These Terms are accepted by you (a) when you click to accept or agree to the Terms; or (b) when you download and/or use the Software, Products and/or Skype Websites. We advise you to print a copy of these Terms for your records. You can also download a copy of the Terms applicable to your purchases from your account page on www.skype.com. These Terms remain effective from the date of acceptance until terminated by you or Skype in accordance with paragraph 11.

2.2 You cannot accept these Terms if: (a) you are not lawfully entitled to use the Software, Products and/or Skype Websites in the country in which you are located or reside or (b) if you are not of legal age to form a binding agreement with Skype.

2.3 In some countries the Products may be provided to you by Skype's local partner. If so, that local partner may ask you to accept its own terms of service ("**local terms**"). If there is any inconsistency between those local terms and these Terms, then the local terms shall govern to the extent of that inconsistency.

3. CHANGES TO THE TERMS

3.1 Skype may make changes to these Terms from time to time. Skype will publish the changes at www.skype.com/go/tou. Changes to the fair usage policies and/or Additional Terms will be posted on the applicable Skype Website. The changes will be effective when published. Please review the Terms on a regular basis. You understand and agree that your express acceptance of the Terms or your use of the Software, Products and/or Skype Websites after the date of publication shall constitute your agreement to the updated Terms. If you do not agree with the amended Terms, you may terminate your relationship with Skype in accordance with paragraph 11 below.

4. LICENCE

4.1 Licence. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sublicensable, non-assignable, free of charge license to download and install the Software on a personal computer, mobile phone or other device; and personally use the Software through your individual Skype user account, acting as an individual and not as a business entity ("**User Account**"). For the avoidance of doubt, (a) IT administrators working on behalf of a company may download and install the Skype Software onto personal computers or other devices used by personnel of such company; and (b) you are permitted to use the Software at a university or other educational institution, or at work. Skype reserves all rights not expressly granted to you under these Terms.

4.2 Restrictions. You may not and you agree not to:

(a) sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Software;

(b) undertake, cause, permit or authorise the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Software or any part or features thereof (except to the extent permitted by law);

(c) remove, obscure or alter any copyright notices or other proprietary notices included in the Software;

(d) use the Software or cause the Software (or any part of it) to be used within or to provide commercial products or services to third parties. The foregoing shall not preclude you using the Software for your own business communications, subject to paragraph 4.1 above;

(e) other than for the purposes of download and installation, use the Software except through your User Account.

4.3 Other Technology. If you are using Software pre-loaded on, embedded in, combined, distributed or used with or downloaded onto other products, hardware, software applications, programs or devices ("**Other Technology**"), you agree and acknowledge that:

(a) you may be required to (i) enter into a separate licence agreement with; and/or (ii) purchase a subscription from; and/or (iii) pay a fee, to the relevant third party owner or licensor for the use of such Other Technology; (b) some Products and/or functionality may not be accessible through the Other Technology and (c) Skype cannot guarantee that the Software shall always be available on or in connection with such Other Technology.

Additionally, our Software may contain features that allow you to submit information to, or plot yourself on a map using, a mapping service. By using those features, you agree to the terms that apply to those mapping services, which may include, as applicable, the Bing Maps End User Terms of Use available at <http://www.microsoft.com/maps/assets/docs> and the Google Maps available at http://www.google.com/intl/en_ALL/help.

4.4 Third Party Notices. The Software and Skype Websites may include third party code that Skype, not the third party, licenses to you under this agreement. Notices, if any, for the third party code are included for your information only. Third party scripts, linked to, called or referenced from the Software, are licensed to you by the third parties that own such code, not by Skype.

5. USE OF THE SOFTWARE AND PRODUCTS AND SKYPE WEBSITES

5.1 Equipment: In order to use the Software and the Products you will need an Internet broadband connection. You are responsible for providing all equipment required to access the Internet or enable communications such as headsets, microphones and webcams. Connecting to the Internet via a corporate or other private network which masks your location may cause charges to be different from those displayed for your actual location.

5.2 Use of Your Equipment: The Internet Communications Software may use the processing capabilities, memory and bandwidth of the computer (or other applicable device) you are

using, for the limited purpose of facilitating the communication and establishing the connection between Internet Communications Software users. If your use of the Internet Communications Software is dependent upon the use of a processor and bandwidth owned or controlled by a third party, you acknowledge and agree that your licence to use the Internet Communications Software is subject to you obtaining consent from the relevant third party for such use. You represent and warrant that by accepting these Terms, you have obtained such consent.

5.3 Updates to the Software: Skype may automatically check your version of the Skype Software. We may also automatically download configuration changes and updates to the Software from time to time. You may be required to update the Software in order to continue using Skype. You agree to accept such updates subject to these Terms unless other terms accompany the updates. If you do not agree, please discontinue use of and uninstall the Software. Skype is not obligated to make any updates available and does not guarantee that we will continue to support the version of the operating system or device for which you licensed the Software or that updated Software will be compatible for use with end users running older versions of the Software. Microsoft Corporation or its affiliates and subsidiaries may also automatically download updates to the Skype Software for Windows, if you have chosen to receive Microsoft Updates. Updates may be required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions.

5.4 Suspension, technical improvement and maintenance: From time to time, Skype may need to perform maintenance on or upgrade the Software, Products or Skype Websites or the underlying infrastructure that enables you to use the Software, Products or Skype Websites. This may require Skype to temporarily suspend or limit your use of some or all of the Software, Products or Skype Websites until such time as this maintenance and/or upgrade can be completed. To the extent possible and unless an intervention is urgently required, Skype will publish the time and date of such suspension or limitation on the Skype Website in advance. You will not be entitled to claim damages for such suspension or limitation of the use of any Software, Product or Skype Website.

5.5 No Access to Emergency Services: Neither the Products nor the Software are intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any other kind of services that connect a user to emergency services personnel or public safety answering points ("Emergency Services"). There are important differences between traditional telephone services and the Products. You acknowledge and agree that: (i) Skype is not required to offer access to Emergency Services under any applicable local and/or national rules, regulations or law; (ii) it is your responsibility to purchase, separately from the Products, traditional wireless (mobile) or fixed line telephone services that offer access to Emergency Services, and (iii) the Software and the Products are not a replacement for your primary telephone service. Find out more about calling 112, the dedicated emergency number for the EU at www.skype.com/go/emergency.

5.6 Limited Emergency Calling (Internet Communications Software Only)

5.6.1 In a very limited number of countries, and for defined Internet Communications Software versions and platforms only, Skype will try to provide limited emergency calling as a stand-alone feature but can provide no commitment in this respect. [See the full list](#) of countries (“Enabled Countries”) and software versions and other platforms (“Enabled Versions”) that enable limited Skype emergency calling. Skype emergency calling is not available for any other countries, versions or platforms. You should keep traditional wireless (mobile) or fixed line telephone services available for your calls to Emergency Services and use Skype’s limited emergency calling only as an absolute last resort. In particular, please also note that:

(i) power cut, battery failure or internet connection failure can lead to a Skype call failure, including your call to Emergency Services. Additionally, any of the quality limitations set out in paragraph 5.9 below, may otherwise affect successful call connection.

(ii) where available, an emergency call made using the Internet Communications Software in an enabled country may not receive the same network priority as a call made using traditional wireless (mobile) or fixed line telephone services.

(iii) if your emergency call is connected, you will need to tell the Emergency Services operator that you speak to where you are physically located so that the correct emergency organisation can respond to your emergency and knows where to find you. If you do not provide this information when prompted, you acknowledge that your emergency call may not be completed and you will not be able to gain access to your required Emergency Services using the Internet Communications Software. Skype will have no liability for your failed emergency call in such circumstances.

(iv) other than for the Enabled Countries and Enabled Versions, Skype does not provide limited emergency calling in any country or for or in conjunction with any Products or using any platforms, devices, services or operating systems (including any products, platforms, devices, services or operating systems developed by third parties using Skype’s APIs, any of Skype’s software development kits or otherwise).

5.6.2 In Enabled Countries, you should configure the limited emergency calling functionality by setting your default location for emergency calling in the Call Settings page of your desktop Internet Communications Software (if you are using a 4.1 version for Windows (or later) or version 2.8 for Mac OS X (or later)). It is your responsibility to ensure that this location information is correct and kept up-to-date if your physical address changes. Skype does not support emergency calls in the majority of countries around the world. Where limited emergency calling is supported Skype will not charge you to make an emergency call and you do not need to have a Skype Credit balance. If however your country is not supported for limited emergency calling then you should not attempt to, and agree not to, make any emergency calls using your Internet Communications Software. If, with your permission, another user uses your User Account, it is your responsibility to inform that user of the limited circumstances in which limited emergency calling is available.

5.7 Content of Communications: Skype is not the source of, does not verify or endorse and takes no responsibility for the content of communications made using the Software,

including but not limited to any media that is shared through our communication features. By using the Software, you grant Skype an intellectual property license to use the content of communications to provide the Products, for example to transmit your communication to the intended recipient.

Skype reserves the right to review content submitted on or through the Software, Products and Skype Websites for the purpose of enforcing these Terms. Skype may, in its sole discretion, block or otherwise prevent delivery of any instant message, SMS, video, media, or other communication to or from the Software, Products and Skype Websites as part of our efforts to protect the Software, Products, Skype Websites or our customers, or to otherwise enforce these Terms. The following rules apply to your conduct and content when using the Software, Products and Skype Websites:

- (a) Do not use the Software, Products or Skype Websites to do anything illegal. You are responsible for your actions and the consequences of your actions.
- (b) Do not send spam or use your account to help others send spam. Spam is unsolicited bulk email, calls, instant messages, other communications and bulk contact requests.
- (c) Do not upload, download or share inappropriate images (e.g. nudity, bestiality, pornography).
- (d) Do not upload or share images or engage in any activity that exploits or harms children.
- (e) Do not engage in activity that is false or misleading (e.g. attempting to ask for money under false pretenses or impersonating someone else).
- (f) Do not engage in activity that is harmful to our Software, Products, Skype Websites or their users (e.g. viruses, stalking, engaging in hate speech, advocating violence against others).
- (g) Do not infringe upon the legal rights of others (e.g. unauthorized sharing of copyrighted music, photographs and other content).
- (h) Do not engage in activity that violates the privacy of others.
- (i) Do not circumvent, disable or otherwise interfere with the security related features of the Software, Products or Skype Websites or features that prevent or restrict the use of any content.

We may ask you to remove your content if it violates these Terms or the law. Failure to comply may result in loss of access to, or cancellation of, your User Account. Additionally, Skype may remove your content without asking you if we determine it is in violation these Terms or the law or if we receive a notice of intellectual property infringement from a third party.

5.8 Notice and Take-Down: If Skype receives any notification that any material that you post, upload, edit, host, share and/or publish on the Skype Website or through the Software

(excluding your private communications) (“**User Submission**”) is inappropriate, infringes any rights of any third party, or if Skype wishes to remove your User Submission for any reason whatsoever, Skype reserves the right to automatically remove such User Submission for any reason immediately or within such other timescales as may be decided from time to time by Skype in its sole discretion. The User Submission shall be taken down without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. You acknowledge and agree that Skype is under no obligation to put back such User Submission at any time. If User Submissions infringe, or if you believe that User Submissions infringe any of your rights (including intellectual property rights) or are unlawful, please contact us immediately by following our notice and takedown procedure. Click here to view the [Notice and Takedown Procedure](#). Skype reserves the right to ask for verification of your identity and to seek further information to verify your complaint. You agree that you are solely responsible for the consequences resulting from your complaint (including but not limited to removal or blocking of the User Submission) and you acknowledge and agree that any complaint may be used in court proceedings. Any false, misleading or inaccurate information provided by you may result in civil and criminal liability.

5.9 Quality: Skype cannot guarantee that the Software, Products or Skype Websites will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Software, Products (depending on the Products used) or Skype Websites, and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched telephone network and your power supply. Skype takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

5.10 Changes to Products: Skype is constantly improving the Software and Products and may change them at any time. Additionally, there are reasons why Skype may stop providing the Software and Products (or portions thereof) including (without limitation) that it is no longer feasible for us to provide it, the technology advances, customer feedback indicates a change is needed, external issues arise that make it imprudent or impractical to continue, or any reason set out in paragraph 11.2. As a result of such changes, you may need to use an upgraded version of the Software. Technical requirements for use of Products and Software and feature descriptions are available on the Skype Website. If you do not agree with any changes to Software and Products you may terminate your relationship with Skype in accordance with paragraph 11. You may need to upgrade to a new version in order to enjoy the benefit of certain Products. In addition, you acknowledge and agree that certain Products may be subject to usage limits or geographical restrictions, which may vary from time to time. Please check the Skype Website for details of the most up-to-date usage restrictions that apply to the Products that you are using.

5.11 Unsolicited Ideas Skype does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements (“Unsolicited Feedback”). If you send any Unsolicited Feedback to Skype through the Skype Website or otherwise, you

acknowledge and agree that Skype shall not be under any obligation of confidentiality with respect to the Unsolicited Feedback.

5.12 Reports Certain parts of the Skype Websites or the Software may ask for written suggestions or problem reports such as using our contact form or problem report form ("**Reports**"). Please read carefully any specific terms, which govern those Reports. The Reports shall be deemed the property of Skype. Skype shall exclusively own all now known or hereafter existing rights to the Reports throughout the universe in perpetuity and shall be entitled to use the Reports for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Reports. Any Reports you send to Skype will not be treated as confidential and Skype shall not be liable for any disclosure of the Reports.

5.13 Linking You may link to the Skype Website from another website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement by Skype where none exists. You may not frame the Site on any other site. Skype may revoke the permission to link to the Skype Websites at any time at its sole discretion and will notify you in this respect.

6. YOUR OBLIGATIONS

6.1 User Account. Prior to your first use of the Skype Software, you will be asked to create a User Account and choose a user ID and password. We recommend that you choose a password that is hard to guess and consists of letters, numbers and symbols. You may only use the Software through your User Account. You are solely responsible and liable for all activities conducted through your User Account. To prevent unauthorised use, you shall keep your password confidential and shall not share it with any third party or use it to access third party websites or services. If you suspect that someone else knows your password, then you shall immediately change it in order to protect the security of your User Account. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card details, passwords or other data. Skype takes no responsibility for your failure to comply with the obligations in this paragraph 6.1.

6.2 Lawful Use: You must use the Software, Products and Skype Websites in accordance with the laws of where you are located. In some countries there are restrictions on the download and use of the Software, Products and/or Skype Websites. It is your responsibility to ensure that you are legally allowed to use the Software, Products and/or Skype Websites where you are located.

6.3 Prohibited Use: You may not:

(a) intercept or monitor, damage or modify any communication which is not intended for you;

(b) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Software, Products, Skype Websites, communication or protocols;

(c) send unsolicited communications (also referred to as “SPAM”, “SPIM” or “SPIT”) or any communication not permitted by applicable law or use the Software, Products or Skype Websites for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;

(d) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way;

(e) use the Software, Products or Skype Websites to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party; or

(f) use (including as part of your User ID and/or profile picture) any material or content that is subject to any third party proprietary rights, unless you have a licence or permission from the owner of such rights; or

(g) collect or harvest any personally identifiable information, including account names, from the Software, Products or Skype Websites;

(h) impact or attempt to impact the availability of the Software, Products or Skype Websites for example, with a denial of service (DOS) or distributed denial of service (DDoS) attack;

(i) use or launch any automated system, including without limitation, robots, spiders or offline readers that access the Software, Products or Skype Websites. Notwithstanding the foregoing, you agree that Skype grants to the operators of public search engines permission to use spiders to copy materials from the Skype Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Skype reserves the right to revoke these exceptions at any time.

6.4 User Submissions Please exercise respect when participating in any features of the Skype Websites or Software such as Forums, Blogs, email functions, video hosting, sharing and/or publishing or any other function on the Skype Websites or of the Skype Software which allows you to post, upload, edit, host, share and/or publish content. You acknowledge and agree that: (i) by using the Skype Websites and/or Software you may be exposed to content that you may find offensive or indecent and you do so at your own risk; (ii) you are solely responsible for, and Skype has no responsibility to you or any third party for any User Submissions that you create, submit, post or publish on the Skype Websites or through the Software; (iii) Skype does not guarantee any confidentiality with respect to User Submissions, whether or not they are published (iv) Skype is not responsible for any User Submissions that you may have access to through your use of the Skype Websites or Software and all User Submissions are the responsibility of the person from whom such User Submissions originated. Skype does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Submissions.

In connection with your User Submissions, you represent and warrant that you

(i) own or have the necessary licenses, rights, consents, and permissions to use and authorise Skype to use all copyrights, trade marks, trade secrets, patents and other intellectual property or proprietary rights in and to any and all User Submissions in accordance with these Terms; and

(ii) you have the written consent, release and /or permission of each and every identifiable individual person in the User Submission to use the name and/or likeness of each and every such individual in the User Submission, to enable inclusion and use thereof in the manner contemplated by these Terms. You shall not copy, post or use text, photos, pictures, music, sounds, images or any other content from any third party or source ("Third Party Content") without specific permission from the owner. Such Third Party Content may be protected by intellectual property laws and the owners of the intellectual property rights in such content may object to its use. You must not use any Third Party Content without first obtaining the permission of the owner of the intellectual property rights in such content.

Notwithstanding any rights or obligations governed by the Additional Terms (as defined below) if, at any time you choose to upload or post User Submissions to the Skype Websites or through the Software (excluding Reports and excluding the content of your communications) you automatically grant Skype a non-exclusive, worldwide, irrevocable, royalty-free, perpetual, sub-licensable and transferable license of all rights to use, edit, modify, include, incorporate, adapt, record, publicly perform, display, transmit and reproduce the User Submissions including, without limitation, all trade marks associated therewith, in connection with the Skype Websites and Skype's Software and Products including for the purpose of promoting or redistributing part or all of the Skype Websites and/or the Software or Products, in any and all media now known or hereafter devised. You also hereby grant each user of the Skype Website and/or Skype's Software or Products a non-exclusive license to access your User Submission through the Skype Website and/or Software or Products and to use, copy, distribute, prepare derivative works of, display, perform and transmit such User Submissions solely as permitted through the functionality of the Skype Websites and/or Software or Products and pursuant to these Terms of Use. In addition, you waive any so-called "moral rights" in and to the User Submissions, to the extent permitted by applicable law.

You may not submit or publish through the Skype Website or Software any User Submissions that are libelous, defamatory, pornographic, harassing, hateful, an invasion of privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an infringement of any intellectual property rights or a trade secret of a third party, or would otherwise violate the rights of any third party or give rise to civil or criminal liability. Furthermore, you may not submit or publish User Submissions that contain falsehoods or misrepresentations, solicit funds or services, contain advertising, promotional materials, junk mail, spam, chain letters or any form of solicitation, impersonate others or include programs that contain viruses or any other programs designed to impair the functionality of any computer. You agree not to solicit, for commercial purposes, any users of the Skype Website or Software with respect to their User Submissions. You agree not to circumvent, disable or otherwise interfere with the security related features of the Skype Website or Software or features that prevent or restrict the use of any content thereof.

6.5 Your Information: From time to time, Skype may request information from you for the purpose of supplying the Software or Products to you. You shall ensure that any such information (including, where applicable, your billing information) is complete, up-to-date and accurate.

6.6 No Reselling. The Software and Products are for your individual use. You shall not resell or commercialise the Software and/or Products to any third party.

6.7 Export Restrictions: The Software may be subject to international rules that govern the export of software. You shall comply with all applicable international and national laws that apply to the Software as well as end-user, end-use, destination restrictions issued by national governments or similar bodies, and restrictions on embargoed nations.

7. PROPRIETARY RIGHTS

7.1 The Software, Products and Skype Websites contain proprietary and confidential information that is protected by intellectual property laws and treaties.

7.2 The content and compilation of content included on the Skype Websites, (excluding User Submissions) such as sounds, text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of Skype, its affiliates or licensors and are protected by United States and international copyright laws. Such copyright protected content cannot be reproduced without Skype's express permission. Skype reserves all rights not expressly granted in the Skype Websites.

7.3 Skype and/or its licensors retain exclusive ownership of the Software, Products and Skype Websites and all intellectual property therein (whether or not registered and anywhere in the world). You will not take any action to jeopardise, limit or interfere with Skype's intellectual property rights in the Software, Products and/or Skype Websites.

7.4 "Skype", associated trademarks and logos and the "S" logo are trademarks of Skype. Skype has registered and filed applications to register its trademarks in many countries worldwide. Skype's trademarks and trade dress may not be used in connection with any product or service that is not Skype's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Skype. All other trademarks not owned by Skype or any of its related companies that appear on this site are the property of their respective owners. You are not permitted to and shall not register or use any trade name, trademark, logo, domain name or any other name or sign that incorporates any of Skype's intellectual property (in whole or part) or that is confusingly similar thereto. Please also see [Skype's Trademark Guidelines](#) for further details on use of its marks.

8. CHARGES

8.1 Calling phones and premium rate numbers with Skype Credit:

(i) **Calling landlines and mobiles:** The charges payable for calling phones (outside of a subscription) consist of a connection fee (charged once, per call) and a per-minute rate as

set out on www.skype.com/go/allrates. All calls will be disconnected and require a re-dial after a 4-hour duration and an additional connection fee will be charged on re-dial.

(ii) **Premium rate numbers:** The charges payable for calling premium rate numbers consist of a per-minute rate available at www.skype.com/go/rates-premium. No connection fee is payable.

(iii) Skype may change the rates for calling phones and premium rate numbers at any time without notice to you by posting such change at www.skype.com/go/allrates. The new rate will apply to your next use after the new rates have been published. Please check the latest rates before you make your call. If you do not accept the new rates, do not make your call.

(iv) The duration of a call shall be based on one-minute increments. Fractions of minutes will be rounded up to the next minute. The connection fee, where applicable, will be charged at the beginning of the call. Any fractional currency unit charges will be rounded up to the nearest whole minimum currency unit, for example a total call price of €0.034 will be rounded up to €0.04. Charges incurred will be deducted automatically from the Skype Credit balance in your User Account.

8.2 Charges for other Paid For Products: The charges for other Paid For Products will be confirmed to you before you complete a purchase from Skype. Skype may change the charges payable for the purchase of such Products at any time without any notice to you. You can choose whether or not to accept the new charges prior to completing your next purchase of the applicable Product. The new charges will apply to your next purchase after the new charges have been published. Fractional currency unit charges for SMS and Skype WiFi usage will be rounded up to the nearest whole minimum currency unit. For example, if you send three SMS at the same time to a single destination at the rate of €0.056, you will be charged €0.17.

8.3 Promotional Offers: From time to time, Skype may offer Paid-For Products for free for a trial period. Skype reserves the right to charge you for such Products (at the normal rate) in the event that Skype determines (in its reasonable discretion) that you are abusing the terms of the offer, including if you are using any service, proxy or other devices or anonymous IP address that prevents us from locating you.

8.4 Tax: All prices for Paid For Products are inclusive of applicable taxes, including VAT, unless otherwise stated. You explicitly waive any right to VAT reimbursement from Skype if the amount of VAT ultimately payable by the latter to the tax authorities would for any reason be lower than the amount of VAT collected from you. The territories in the EU set out below are outside the scope of EU VAT under Council Directive 2006/112/EC on the common system of VAT, as amended. The Skype Website does not enable users in such territories to take advantage of this VAT exemption and we therefore do not provide the Products in such territories: Mount Athos, Canary Islands, French Overseas Departments, Aland Islands, Channel Islands, Heligoland Island, Büsingen / Buesingen Territory, Ceuta, Melilla, Livigno, Campione d'Italia and Italian Waters of Lake Lugano.

8.5 Third-Party Charges: Using the Software on mobile applications will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

9. PAYMENT

9.1 Skype Credit. You can pay for select Paid-For Products using Skype Credit. You can purchase Skype Credit using any payment method made available to you by Skype from time to time. The Skype Credit that you purchase will be credited to your User Account at the time of purchase (or if you are using a Skype Credit voucher, at the time you redeem that voucher).

9.2 Inactive Skype Credit. If you do not use your Skype Credit for a period of 180 days, (including Skype Credit that has been allocated to you by a Skype Manager administrator (unless you are a Managed Account user, please see Section 21) or another Skype user) Skype will place your Skype Credit on inactive status. You can reactivate the Skype Credit by following the reactivation link in My Account at <https://secure.skype.com/account/credit-reactivate>. Reactivated Skype Credit is not refundable. If you are located in Japan and you buy Skype Credit from the Skype Website, this paragraph does not apply to you and your Skype Credit shall expire 6 months from the date of purchase. You are not permitted to use any Skype Credit on or after the date of its expiry.

9.3 Other payment methods. Skype does not guarantee that you will be able to use your Skype Credit balance to purchase all Products. Where Skype Credit cannot be used to pay for a Product, Skype will make another payment method available to you. Skype reserves the right to remove or amend the available payment methods at its sole discretion.

9.4 Recurring Payments. Where you purchase Products on a subscription basis (monthly, every 3 months or annually (as applicable)), you acknowledge and agree that this is a recurring payment and payments shall be made to Skype by the method you have chosen at the recurring intervals chosen by you, until the subscription for that Product is terminated by you or by Skype.

9.5 Auto-Recharge.

(a) You can enable the Auto Recharge feature when you buy Skype Credit by ticking the appropriate box. If enabled, your Skype Credit balance will be recharged with the same amount and by the same payment method chosen when you first sign up for Auto-Recharge. For example, if you purchase 10 Euros of Skype Credit with your credit card, the recharge amount charged to your credit card will also be 10 Euros of Skype Credit. In future the same amount will be charged to your credit card every time your Skype account balance goes below the threshold set by Skype from time to time.

(b) If you purchased a subscription with a payment method other than credit card, PayPal or Moneybookers (Skrill), and you have enabled Auto-Recharge, your Skype Credit balance will be recharged with the amount necessary to purchase your next recurring subscription.

(c) You can disable Auto-Recharge at any time by accessing and changing your settings in your User Account.

10. REFUND POLICY

10.1 When you purchase Paid-For-Products directly from Skype you will be entitled to a cancellation period of fifteen (15) days (a **“Cooling-Off Period”**) unless you have made use of the Paid-For-Products in any way, in which case the Cooling-Off Period will be extinguished and your purchase cannot be cancelled or refunded.

10.2 Outside of the Cooling-Off Period, only subscriptions are refundable unless used or expired.

10.3 Expenditure of Skype Credit, allocation of a Skype Number, or use of any aspect of a subscription amounts to “use” of a Paid-For-Product. You hereby expressly agree that Skype Numbers may be allocated before the end of the Cooling-Off Period and become non-refundable upon allocation.

10.4 The Cooling-Off Period and refunds do not apply to Paid-For-Products that are (i) purchased via a third party partner of Skype (please contact the partner directly, who may decide in its sole discretion whether or not to pay a refund), (ii) not directly acquired online from Skype (e.g. vouchers or pre-paid cards) (iii) paid for in cash using third party payment methods (such as a cash payment wallet) and (iv) paid for and allocated to your Skype Account by a Skype Manager administrator or another Skype user. They also do not apply to Membership of Skype Developer.

10.5 If, within the Cooling-Off Period, you wish to cancel and obtain a refund for a Paid-For-Product which (i) has not been “used” in accordance with Section 10.3 and (ii) does not fall within Section 10.4, you can complete our Withdrawal Form found [here](#). For more information on how to complete the Withdrawal Form see [here](#).

10.6 If you believe that Skype has charged you in error, you must contact Skype Customer Services within 90 days of such charge. No refunds will be given for any charges more than 90 days old.

10.7 Skype reserves the right to refuse a refund request if it reasonably believes (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same Product; (ii) if you are in breach of these Terms or (iii) if Skype reasonably suspects that you are using our Products or Software fraudulently or that your User Account is being used by a third party fraudulently.

10.8 This refund policy does not affect your statutory rights.

11. ENDING YOUR RELATIONSHIP WITH SKYPE

11.1 You may terminate your relationship with Skype at any time and without recourse to the courts by requesting closure of your User Account, ceasing to use the Software, Products and/or Skype Websites and cancelling any recurring payments.

11.2 Skype may terminate its relationship with you, or may terminate or suspend your use of the Software, User Account(s), Products or Skype Websites at any time and without recourse to the courts:

- (a) if you are in breach of these Terms;
- (b) if Skype reasonably suspects that you are using the Software, the Products and/or Skype Websites to break the law or infringe third party rights;
- (c) if Skype reasonably suspects that you are trying to unfairly exploit or misuse the refund policy, or any of our policies.
- (d) if Skype reasonably suspects that you are using our Products, Software and/or Skype Websites fraudulently or that your User Account is being used by a third party fraudulently;
- (e) if you have purchased Skype Credit from an unauthorised reseller;
- (f) in respect of a particular Product, on thirty (30) days notice if Skype decides to cease offering that Product;
- (g) immediately, if (in Skype's reasonable discretion) required due to a change in or adverse interpretation of laws/regulation or where required by a regulator or authority with a lawful mandate, or by any of Skype's partners;
- (h) on thirty (30) days notice if Skype decides to cease offering the Software to users in your jurisdiction generally.

11.3 Skype shall effect such termination by preventing your access to your User Account, the Software, Products and/or Skype Websites (as applicable). We reserve the right to cancel User Accounts that have been inactive for more than one (1) year.

11.4 Consequences of Termination: Upon termination of your relationship with Skype: (a) all licenses and rights to use the Software, Products and/or Skype Websites shall immediately terminate; (b) you will immediately cease any and all use of the Software, Products and/or Skype Websites; and (c) you will immediately remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in your possession or under your control.

12. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

12.1 For the purposes of this paragraph 12, "Skype" includes its subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees.

12.2 No Warranties: TO THE MAXIMUM EXTENT PERMITTED BY LAW: THE SOFTWARE, PRODUCTS AND SKYPE WEBSITES ARE PROVIDED "AS IS" AND USED AT YOUR SOLE RISK WITH NO WARRANTIES WHATSOEVER; SKYPE DOES NOT MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, PRODUCTS AND/OR SKYPE WEBSITES INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. SKYPE FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, PRODUCTS AND/OR SKYPE WEBSITES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES SKYPE WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF CALLS MADE THROUGH THE SOFTWARE.

12.3 Nothing in these Terms shall exclude or restrict Skype's liability for (a) death or personal injury, (b) loss resulting from Skype's wilful default or gross negligence, (c) fraud or deliberate misrepresentation, or (d) any liability which cannot be limited or excluded by applicable law.

12.4 No Liability: YOU ACKNOWLEDGE AND AGREE THAT SKYPE WILL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO SKYPE, IN CONNECTION WITH OR ARISING FROM YOUR USE OF SKYPE WEBSITES, OR THE INTERNET COMMUNICATIONS SOFTWARE OR OTHER SOFTWARE THAT IS PROVIDED FREE OF CHARGE. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH SUCH SOFTWARE AND/OR SKYPE WEBSITES IS TO IMMEDIATELY DEINSTALL SUCH SOFTWARE AND CEASE USE OF SUCH SOFTWARE AND/OR SKYPE WEBSITES.

12.5 Limitation of Liability: Subject to paragraphs 12.3 and 12.4 above, Skype shall not be liable to you, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to Skype, for:

(a) any indirect, special, incidental or consequential damages; or

(b) any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect); or

(c) any damage to or corruption of data (whether direct or indirect);

(d) any claim, damage or loss (whether direct or indirect) arising from or relating to:

(i) your inability to use the Software, including any Enabled Versions, to contact Emergency Services;

- (ii) your failure to make additional arrangements to access Emergency Services in accordance with paragraph 5.5 above;
 - (iii) the limitations set out in paragraph 5.6;
 - (iv) your failure to provide accurate physical location information to an Emergency Services operative; or
 - (v) conduct of third party Emergency Services operatives and calling centres to which you may be connected.
- (e) any claim, damage or loss (whether direct or indirect) arising from or relating to:
- (i) any product or service provided by a third party under their own terms of service, including without limitation, Skype WiFi;
 - (ii) any Other Technology;
 - (iii) any third party website.

12.6 Subject to paragraphs 12.3 - 12.5 above, Skype's total liability to you under or in connection with these Terms (whether in contract, tort (including negligence) or any other theory of liability) SHALL NOT EXCEED IN AGGREGATE THE AMOUNT PAID BY YOU FOR THE PRODUCTS IN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE RELEVANT CLAIM, SUBJECT TO A MAXIMUM OF FIVE THOUSAND EUROS IN ALL CASES.

12.7 If any third party brings a claim against Skype in connection with, or arising out of (i) your breach of these Terms; (ii) your breach of any applicable law of regulation; (iii) your infringement or violation of the rights of any third parties (including intellectual property rights); (iv) your User Submissions or (v) your complaint in relation to any User Submission, you will indemnify and hold Skype harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim.

13. THIRD-PARTY WEBSITES, PRODUCTS AND SERVICES

13.1 Third parties may offer products or services via the Software and/or Skype Websites, including games, applications, images, ring tones, or avatars. Whilst Skype takes no responsibility for such products or services, if you encounter any problems with payment for or download, use of installation of such products or services, Skype will use commercially reasonable endeavours to assist or resolve the problems. The third party products or services may be subject to the third party provider's own terms and privacy policy that you may have to accept upon download or installation. You should review such terms before making any purchase or using any third party product or service and Skype shall not be responsible for your failure to do so.

13.2 You acknowledge and agree that any third-party product information and pricing that is shown on the Skype Websites regarding third-party products and services is given to Skype by the applicable third-party merchant (“Merchant”). The Merchant has the ability to change its pricing or terminate its product availability at any time. Skype is not involved in any transactions between you and any Merchant whose products and/or services are listed on the Skype Websites. Skype does not control, is not responsible for and does not guarantee: (i) the pricing, quality, performance, availability or terms and conditions of purchase of products or services provided by the Merchant; (ii) any payment transactions, delivery, returns or after sales activities related to the products or services purchased on the Merchants’ websites; (iii) the availability of the Merchant’s websites; (iv) the completeness, truth or accuracy of any advertising or other materials on, or available from, the Merchants’ websites, nor any listing or other content about such products and services displayed on the Skype Websites; (v) links to the Merchants’ websites that are featured on the Skype Websites. Any questions, complaints, or claims related to any product or service provided by a Merchant should be directed to the applicable Merchant.

13.3 The Software and Skype Websites may include hyperlinks to other third party websites. Skype is not responsible for such third party websites or the availability of such websites and does not endorse any content or material on such third party websites. Your use of each of these third party websites is subject to the terms and conditions posted on the applicable website.

14. ADDITIONAL TERMS

14.1 [The Skype Etiquette](#) provides guidelines on how to use Skype and how to treat the other members of Skype’s community properly and respectfully. Please read these guidelines carefully which form part of the Terms.

14.2 If you want to use the Internet Communications Software in connection with any Broadcast, you must comply with the Broadcast TOS at <http://www.skype.com/legal/broadcast>

14.3 Software Development Kits and APIs. Software development kits provided through Skype Developer on the Skype Website (including “SkypeKit”) and the use of any application program interface (“API”) exposed or made available by Skype are subject to their own licensing terms in which case such licensing terms will govern your use of that software. If you use any such software development kit or API (as applicable) you agree that you have read and will comply with the applicable licensing terms, which are available on <http://developer.skype.com/>.

15. YOUR CONFIDENTIAL INFORMATION AND YOUR PRIVACY

Skype is committed to respecting your privacy and the confidentiality of your personal information. We will process your personal information, the traffic data and the content of

your communication(s) in accordance with our Privacy Policy:

<http://www.skype.com/go/privacy>.

16. FOR GOVERNMENT USERS ONLY

The Software and Documentation are “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in United States Federal Acquisition Regulations paragraph 12.212. Any use, duplication or disclosure of the Software or the Documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this Agreement.

17. HOW TO CONTACT SKYPE

17.1 To contact Skype in relation to the Skype Software or “Skype” branded Products, please submit a support request to support.skype.com.

17.2 If you contact Skype by any means other than as set out in paragraph 17.1, your request may not be acknowledged.

18. MISCELLANEOUS

18.1 You agree to the use of electronic communication in order to enter into contracts, place orders, and create other records and to the electronic delivery of notices, policies and changes thereto and records of transactions with Skype.

18.2 For your convenience, Skype may provide you with a translation of the English language version of these Terms. In the event of any inconsistency between a non-English version of these Terms and the English version, the English version shall govern your relationship with Skype.

18.3 These Terms (and where applicable, the Microsoft Software License Agreement) constitute the entire agreement between you and Skype with respect to your use of the Software, Products and/or Skype Websites and replace any prior agreements between you and Skype with respect to the Software, Products and/or Skype Websites.

18.4 If any provision of these Terms (or part of it), is found by any court or administrative body of competent jurisdiction or an arbitrator to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms. Paragraph 20.3(i) says what happens if parts of paragraph 20.3 (arbitration and class action waiver) are found to be illegal, invalid or unenforceable. Paragraph 20.3(i) prevails over this paragraph if inconsistent with it. In the event of any direct conflict between these Terms and the Microsoft Software License Agreement, the Microsoft Software License Agreement will apply if you are using a version of the Software that is included with Windows 8.1 or later.

18.5 The failure by Skype to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of Skype's right or remedy. If Skype waives a breach of these Terms, this shall not operate as a waiver of a subsequent breach of the Terms.

18.6 You may not assign these Terms or any rights or obligations contained in them. Skype may, without prior notice, assign these Terms or any rights or obligations contained in them to any third party.

18.7 This paragraph 18, along with paragraphs, 4.2, 12, 20.3 and any other provisions, which are expressed or clearly intended to survive or operate in the event of termination, shall survive termination of the Terms.

18.8 You acknowledge and agree that if Skype is unable to provide the Software, Products and/or Skype Websites as a result of a force majeure event, Skype will not be in breach of any of its obligations towards you under these Terms. A force majeure event means any event beyond the control of Skype.

18.9 These Terms other than paragraph 20.3 shall be governed by and interpreted in accordance with the laws of Luxembourg and shall be subject to the jurisdiction of the courts of the district of Luxembourg. Paragraph 20.3 is governed by the United States Federal Arbitration Act.

18.10 AVC/H.264 NOTICE: If the Software is used to make video calls (i) between a personal computer and a device that is not a personal computer or (ii) between devices that are not personal computers, the AVC/H.264 codec may be used to facilitate video functionality in which case the following notice applies: THE AVC VIDEO FUNCTIONALITY IN THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE www.mpegla.com.

19. PRODUCT SPECIFIC TERMS

19.1 Skype Numbers and Skype To Go numbers

(a) **Availability and use.** Where we provide you with a Skype Number or Skype To Go number, you agree that:

(i) you do not own the number or have a right to retain that number forever;

(ii) the number provided to you is subject to applicable numbering rules and regulatory practices;

(iii) you will comply on an ongoing basis with any specific number allocation requirements that we make you aware of, or any reasonable instructions that Skype or Skype's partners may give to you with regard to the use of the numbers and the Products;

(iv) you will not transfer or attempt to transfer your number to any third party. In particular, you are responsible for compliance with any requirements related to residency and or location; and

(v) you will supply accurate, complete and up-to-date information to us where we request it and inform us where such information changes. Skype reserves the right to change the terms related to Skype Numbers and/or Skype To Go numbers, including without limitation to impose or amend any residency requirements and/or require the provision of further user information for continued access to such numbers. In certain countries, a number may be made available to you by a Skype partner rather than Skype, and you may need to enter into a separate agreement with such partner.

(b) Other changes to numbers. If Skype needs to withdraw or change the number that has been made available to you, Skype will use commercially reasonable endeavours to notify you by e-mail, stating the effective date of the change and where possible, your new number. If you do not wish to accept this new number, you are entitled to terminate your number.

19.2 User Account on Skype Manager

(a) You are not permitted to belong to more than one Skype Manager at the same time.

(b) Any Skype Number purchased before 21 July 2009 and allocated to you by a Skype Manager administrator shall be taken back by the administrator of the Skype Manager, if you leave the Skype Manager account for any reason. The right to use the number and the cancellation of such right rest with the Skype Manager administrator at his/her sole discretion and not you.

(c) Personal and traffic data – Members. As a member of a Skype Manager account you acknowledge and agree that the administrator of the Skype Manager may, if you agree, view detailed information about the activity on your User Account including the time, date, duration and destination number of calls and SMS made and details of your purchases and downloads. You can withdraw your agreement at any time by changing the settings on your User Account. If you provide personal data including your name and job title to be included on the Skype Manager directory, you acknowledge that other members of that Skype Manager may view such data.

19.3 Subscriptions

(a) **Fair Usage Policy.** At Skype, we want all of our customers to get the best calling plans, known as 'subscriptions', at the lowest possible price. This Fair Usage Policy ("FUP") is designed to prevent fraud and abuse of our subscriptions by a small number of users.

Subject to this FUP, Skype's unlimited subscriptions allow unlimited calls to landlines (and mobiles in certain countries) in the applicable subscription countries (excluding special, premium, service and non-geographic numbers). The countries included within your subscription are set at the time of original purchase and remain the same upon renewal. All calls will be disconnected and require a re-dial after a 2-hour duration.

Skype's subscriptions are for individual use only (personal or business communications) in accordance with our Terms of Use and this FUP ("Legitimate Use"). The following is a non-exhaustive list of practices that would not be considered Legitimate Use:

- (i) Using subscriptions for telemarketing or call centre operations;
- (ii) Re-selling subscription minutes;
- (iii) Sharing subscriptions between users whether via a PBX, call centre, computer or any other means;
- (iv) Calling numbers (whether singly, sequentially or automatically) to generate income for yourself or others as a result of merely placing the call, other than for your individual business communications (and subject to paragraph 4.1 of the Terms of Use); and
- (v) Unusual calling patterns inconsistent with normal, individual subscription use, for example, regular calls of short duration or calls to multiple numbers in a short period of time.

Other practices may be relevant in determining Legitimate Use and Skype reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Skype may at its option, terminate its relationship with you, or may suspend your subscription immediately if it determines you are using your subscription contrary to this FUP or Skype's Terms of Use. Where reasonable, Skype will provide you with notice of improper usage before suspension or termination of your subscription and, if appropriate, Skype may offer you an alternative subscription.

(b) Skype reserves the right to withdraw or change the subscriptions at any time. If Skype changes the Products included in your subscription, Skype will notify you by email stating the changes and their effective date. If you do not wish to accept these changes, you are entitled to terminate your subscription, with effect from the date on which the changes are due to take effect.

(c) The "Unlimited World Extra" subscription has a minimum fixed term of 2 years from the date of purchase. You are not permitted to terminate it before the expiry of the 2-year minimum term except in case of breach by Skype of the Terms. This subscription is billed monthly as a recurring payment.

19.4 Skype WiFi

Skype WiFi is provided by one of Skype's WiFi partners. Your use of Skype WiFi is subject to that partner's terms of service. Before you start a Skype WiFi session at a specific WiFi

hotspot, you will be notified of the identity of the WiFi provider and their terms of service. You will have to read their terms of service, which you agree to be subject to by proceeding with the Skype WiFi session. You can pay for Skype WiFi using your Skype Credit balance, and your use of Skype Credit is subject to these Terms of Service.

19.5 SMS

Each SMS message has a limit of 160 characters. If you type a longer message it will be broken down into several SMS messages and you will be charged for each message sent. If you send SMS messages to more than one person you will be charged for each SMS sent to each recipient. If Skype cannot (for whatever reason) send your SMS, Skype will continue to try and send the message for up to 24 hours after which time the SMS charge will be refunded to your Skype Credit balance automatically if delivery is unsuccessful.

19.6 Group Video Calling

(a) A fair usage policy applies at www.skype.com/go/terms.gvc.fairusage and is incorporated herein by reference. Skype reserves the right to change the fair usage policy at any time. Changes shall become effective when published on the Skype Website. Your continued use of group video calling after publication on the Skype Website shall constitute your acceptance to be bound by the terms and conditions of the revised fair usage policy.

(b) Number of Participants. The number of permitted participants on a group video call varies from 3 to a maximum of 10, subject to system requirements. You can find more details at www.skype.com/go/gvc.

(c) Audio Conversion. If your group video call exceeds the fair usage limit, then the call will convert from video to audio.

(d) Software Versions. If a participant of a group video call is not on a version of Internet Communications Software that supports group video calls, then the call will be an audio call only for that participant. For details of the system requirements for group video calling, please see www.skype.com/go/gvc

19.7 Skype Video Messaging (“Video Messaging”)

Subject to our Fair Usage Policy (“FUP”) below, there are no limits on the number of Video Messages you can send. If you are not a Skype Premium subscriber, Video Messages will be kept for a minimum of 6 months from the date sent and may expire after that time.

Fair Usage Policy: This FUP is designed to prevent fraud and abuse of Video Messaging. Video Messaging is for personal, individual and non-commercial use only, and to be in accordance with these Terms at all times (“Legitimate Use”). Skype reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination as to whether your activity does not constitute Legitimate Use. Skype may in its option, terminate its relationship with you, or suspend your account immediately if it determines you are using Video Messaging contrary to this FUP or these Terms.

19.8 Reverse Charge Calling: Reverse charge calling is made available to [the following destinations](#) through a partner of Skype. There is no charge to you and a Skype Credit balance or a subscription is not required. However, you will be required to provide your name via voice prompt to the person you are calling and they will need to accept the fixed charges associated with the reverse charge call where this functionality is supported by their local communication provider. Reverse charge calls last no more than 60 minutes, after which time a re-dial will be required by you.

20. PAY BY MOBILE

20.1 This section applies if you select a third-party payment system that enables you to pay for Skype Credit and certain Paid for Products via your mobile phone bill where applicable (“Pay by Mobile”).

20.2 By selecting or using Pay by Mobile:

(a) You authorise your mobile phone carrier to charge appropriate fees directly to your mobile phone bill; and

(b) You represent that you are the person or entity responsible for the mobile phone account associated with the mobile number you provide when using Pay by Mobile, or are authorised by that person or entity to incur such charges.

21. SKYPE MANAGER AND MANAGED ACCOUNTS

21.1 Responsibility For Managed Accounts. A “Managed Account” is a Skype account that is created and managed by you, acting as an individual administrator of your Skype Manager and not as a business entity. You may appoint additional administrators to your Skype Manager, subject to their acceptance of these terms. You are responsible for all usage of the Skype Products and Skype Software in connection with your Managed Accounts, including without limitation, any acts and omissions of any of additional administrators or Managed Account users. You shall ensure that additional administrators and Managed Account users comply with these Terms

21.2 Email and Password. You shall allocate an email address to each of your Managed Accounts. The email address may only be changed by you, as administrator. You can allocate a password to your Managed Accounts or you may invite a Managed User to set up their own password. Passwords must not be shared.

21.3 Reallocation and Deletion of Managed Accounts. Administrators may reallocate or delete Managed Accounts. Prior to deletion, you can reclaim remaining Skype Credit and Skype Numbers that you have allocated to Managed Accounts and re-allocate to other Managed Accounts. If you choose to delete a Managed Account then any allocated Subscriptions, and any unclaimed Skype Credit and Skype Numbers allocated to the Managed Account will be lost. Any call and SMS history associated with the deleted Managed Account will no longer be accessible to you. Skype reserves the right to cancel Managed Accounts that have been inactive for more than one year.

21.4 Individual Use Only. Managed Accounts are for individual use only and may not be shared.

21.5 Data of Managed Account users. You shall inform each of your Managed Account users that you and any administrators of your Skype Manager may have access to their personal and traffic data. You acknowledge and agree that you shall process (and shall ensure that your administrators shall process) such personal data in accordance with all applicable data protection laws.

21.6 Skype Numbers. Subject to Section 19.1, you may purchase and allocate Skype Numbers to a Managed Account. You are responsible for compliance with any requirements related to the residence and/or the location of your Managed Account users. Skype Numbers allocated to a Managed Account may be used as the CLI for that Managed Account. No mobile or landline numbers can be allocated to a Managed Account as a CLI.

21.7 Skype Credit. Unless you are located in Japan, Skype Credit purchased by you via your Skype Manager, that has not been allocated to a Skype account does not expire. Please refer to Section 10 for our Refund Policy. Skype Credit that has been allocated by you to a Managed Account can be withdrawn by you and re-allocated to your Skype Manager Credit Balance at any time. You cannot withdraw Skype Credit that you allocate to a Skype account that is not a Managed Account. If you are located in Japan, please refer to Section 9.2.

21.8 Skype Products. Managed Account users cannot purchase Skype Products for use through their Managed Account and can only use Skype Products that have been allocated to their Managed Account by you.

22. SKYPE CONNECT

22.1 Permitted Use and Restrictions.

(a) Skype Connect is only available to use through a Managed Account that is set up through Skype Manager. Before using Skype Connect, you will be required to set up a SIP profile and purchase a Skype Connect Channel Subscription. You may set up and link one or more Managed Accounts to a SIP profile that you create in order to enable you to receive voice calls into your PBX and any other certified Skype Connect equipment.

(b) You may delete a SIP profile at any time. If you choose to delete a SIP profile, you will lose all current configuration details and call history relating to this SIP profile and you will not be able to make or receive any calls using this SIP profile. Any Skype Numbers and Skype Credit that you have allocated to that SIP profile may be taken back to the Skype Manager and reallocated before the SIP Profile is deleted. Channel Subscriptions may not be taken back to the Skype Manager and will no longer be available once the SIP profile has been deleted.

(c) Subject to Section 19.1, you may purchase and allocate Skype Numbers to a SIP Profile. The maximum number of Skype Numbers you can allocate to a SIP profile is 99. Skype

Numbers allocated to a SIP Profile may be used as the CLI for that SIP Profile. No mobile or landline numbers can be allocated to a Managed Account as a CLI for a SIP Profile.

(d) Managed Accounts using Skype Connect may only be used with your PBX and may not be used on a personal computer, mobile or other device unless and until you cease using it with Skype Connect.

(e) Skype Connect should not be used as a standalone service but as a secondary communications channel only in connection with traditional telephone services. When using Skype Connect you shall configure your PBX and any other certified Skype Connect equipment so that all emergency calls are terminated through a standard landline connection or another telephone service that supports emergency calling.

22.2 Channel Subscriptions

(a) You must purchase a monthly Channel Subscription in order to set up a SIP Profile and use Skype Connect. You need to have a sufficient balance of Skype Credit in Your Skype Manager in order to purchase a Channel Subscription.

(b) A Channel Subscription is payable monthly using the Skype Credit in Your Skype Manager. This is a recurring payment and payments shall be made to Skype at monthly intervals using Skype Credit until the Channel Subscription is terminated by you or by Skype. If you do not have sufficient Skype Credit then you will not be able to purchase the Channel Subscription or use Skype Connect with that SIP Profile, until you deposit sufficient Skype Credit into your Skype Manager. You must purchase a separate Channel Subscription for each SIP Profile that you set up.

(c) The monthly fee payable for a Channel Subscription varies according to the number of concurrent calling channels that you wish to use with a SIP Profile. A SIP profile supports from 1 to 300 concurrent calling channels. A SIP Profile can have multiple concurrent calling channels and each channel allows one inbound or one outbound call at any time.

(d) In addition to the monthly fee payable for a Channel Subscription, Skype rates for calling phones are payable for all outgoing calls made using Skype Connect. Such rates shall be payable using the Skype Credit in Your SIP Profile. You need a sufficient balance of Skype Credit in Your SIP Profile in order to make and pay for calls to phones. The minimum duration of a billed Skype Connect call is 30 seconds. After the first 30 seconds, Skype Connect calls are billed at increments of 6 seconds thereafter. Fractions of less than 6 seconds will be rounded up. Skype Connect calls do not incur a connection fee.

(e) Other than the monthly fee for the Channel Subscription, no additional charges are payable for receiving incoming calls on Skype Connect.

(f) The fees payable for a Channel Subscription are set out at:

<http://www.skype.com/go/business.sip.pricing>.

(g) You are not able to use Skype Connect unless you have purchased a Channel Subscription. If you do not purchase a Channel Subscription, any existing SIP Profile shall be disabled and you will not be able to make or receive calls using Skype Connect.

(h) You may change the number of concurrent calling channels included in your Channel Subscription at any time by cancelling the current number and setting up a new recurring payment for the new number of concurrent calling channels. Skype will refund the unexpired amount of the most recent monthly fee that you paid for your current Channel Subscription. The new recurring monthly payment shall begin on the date upon which you change the number of concurrent calling channels.

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