Bing COVID-19 Tracker Widget (Beta) Terms of Service

THANK YOU FOR CHOOSING MICROSOFT

1. Introduction. This is a contract between you and Microsoft Corporation ("Microsoft"). This contract applies to the beta version of the Microsoft Bing COVID-19 Tracker Widget (the "Bing Widget"). The Bing Widget is a JavaScript-based module that is intended to deliver a Microsoft-hosted COVID-19 related search experience requested to be displayed by websites or applications to end-users.

As used in this contract, "Services" means, collectively and as applicable, the Bing Widget and any related widget IDs, keys, code or similar or other materials Microsoft may make available in connection with the Bing Widget.

This contract incorporates by reference any applicable policies, guidelines, documentation or requirements, technical, operational or otherwise relating to the Services as they may be published and updated by Microsoft from time to time.

1. Installation and Your Rights.
   1. Subject to your ongoing compliance with the terms of this Agreement, Microsoft grants you a non-exclusive, non-transferable, non-sublicenseable license to use the Services to enable your website or application to obtain and display the Bing Widget. Your license to use the Services is limited, however, to solely your websites or applications. You are responsible for your own conduct while using the Services and for any consequences of this use.
   2. The Services may contain third party copyrighted software licensed under open source licenses with source code availability obligations. Copies of those licenses are included in the “ThirdPartyNotices” file or other accompanying notices file.

1. Compliance with Microsoft Requirements. Your website or application, and your access to and use of any or all of the Services, must comply with all applicable Microsoft policies and guidelines (including, without limitations, any call volume limitations, security policies, and privacy policies), documentation or other requirements that Microsoft makes available to you, and all applicable laws.
2. Bing Maps. The Bing Widget includes use of Bing Maps. Any content provided through Bing Maps, including geocodes, can only be used within the Bing Widget. Your use of Bing Maps is governed by the Bing Maps End User Terms of Use (the “Bing Maps TOUs”) available at go.microsoft.com/?linkid=9710837 and the Microsoft Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686 (which may be updated from time to time).
3. Restrictions. The Service is licensed, not sold. Microsoft reserves all other rights. You will not, and will not permit your users or other third parties to: (a) modify, reverse engineer, decompile, disassemble, or otherwise alter the Services; (b) distribute, publish, facilitate, enable, or allow access or linking to the Services from any location or source other than your website or application; (c) modify, filter, obscure, or replace the text, images, or other content of the Bing Widget, including any notices of Microsoft or its suppliers in the Services; (d) frame, minimize, remove, redirect, delay, or otherwise inhibit or modify the display of any web page accessed by the links provided in or associated with the Bing Widget; (e) hide or mask from us your identity, or the identity of your website or application, as it uses the Services; (f) use the Services to violate the law, to infringe on the rights of others, or for any unauthorized purpose, including to create or propagate malware; (g) interfere with or disrupt the Services, or servers or networks related to the Services, or disobey any requirements, procedures, policies, or regulations of networks related to the Services; (h) create user accounts to access the Services by automated means or under false or fraudulent pretenses; (i) copy, store, or cache any Bing Widget or Bing results or image information from the Services; (j) commercialize (i.e., sell, rent, or lease) the Bing Widget directly itself or share, publish, distribute or lend the Services, provide the Services as a stand-alone solution for others to use, or transfer the Services or the terms to any third party; (k) directly or indirectly generate impressions or clicks on the Bing Widget, or authorize or encourage others to do so, though any automated, deceptive, fraudulent, or other invalid means; (l) create or attempt to create a substitute or similar service or product as that of the Service or Bing through use of or access to any of the Services or proprietary information related to the Services; (m) without limiting Section 4 above, but for clarity, use the Services in connection with any websites or applications listed in Section 3.8 of the Bing Maps TOUs; (n) make or attempt to make copies of any content delivered within the Services.
4. Technical Limitations Imposed by Microsoft. Microsoft may use technology or other means to protect the Services, protect our customers, or stop you from breaching this contract. These means may hinder or break your use of the Services, and you may not work around or attempt to thwart or disable any of these technical or other means.
5. Attribution; Bing Widget Not Sole or Primary Content. Microsoft may include our trademark(s) or logo(s) in Bing results provided through the Services and, if Microsoft do so, you will not remove, modify, or interfere with the display or viewing of these trademarks or logos. The Bing Widget will not constitute the sole or primary content of your website.
6. Advertising. Microsoft may include advertising within the Bing Widget itself and, if Microsoft does so, you will not remove, modify, or interfere with the display or viewing of this advertising.

You may not display advertising on the same page with the Bing Widget or Bing results in the event that the Bing results are substantially all of the content on the page. You will display any advertising distinct and separate and set apart from the Bing Widget.

1. End User Terms. The Terms of Use located at go.microsoft.com/fwlink/?LinkID=246338 (which may be updated from time to time) or such other locations as Microsoft may specify apply to end users' use of and access to the Bing Widget.
2. Privacy.
   1. All access to and use of the Services is subject to the data practices set forth in the Microsoft Privacy Statement, which is available at go.microsoft.com/fwlink/?LinkID=248686 (which may be updated from time to time). Nothing in this contract or the Services provide for the collection or transfer of any personally identifiable information of internet users between the parties. You are responsible for providing end users with adequate notice of the privacy practices applicable to the Services on your site or application.
   2. The Services may collect information about you and your end-users (in both cases interacting with the Service) and your and your end-user’s use of the Services and send that to Microsoft. Microsoft may use Your Services data for diagnostic or other business purposes such as troubleshooting or improving the Services.
3. Modifications to this Contract and Incorporated Documents. Microsoft may modify this contract (or any document incorporated by reference) at any time. In such case Microsoft will provide notice as described in Section [22] below. If you do not agree to any such modifications, then you must stop using the Services. If you do not stop using the Services, then your use of the Services will continue under the modified contract.
4. Indemnification. You will indemnify and hold Microsoft (and its directors, officers, affiliates, and agents) parties harmless from and against any and all loss, liability, and expense (including reasonable attorneys' fees and costs) suffered or incurred by reason of any claims, proceedings, or suits based on or arising out of any breach (or alleged breach) by you of this contract, or any part of it, or that otherwise relates to your website(s), your application(s), or your use of the Services. You will be solely responsible for defending any claim using mutually-agreed counsel, subject to Microsoft's right to participate with counsel it selects, and you will not publicize any claim or agree to any settlement that imposes any obligation or liability on Microsoft (or its directors, officers, affiliates, and agents) without Microsoft's prior written consent, such consent provided by Microsoft in its sole discretion.
5. Reservation of Rights. Microsoft and its suppliers retain all right, title, and interest in and to the Services (including the Bing Widget and Bing results) and all intellectual property rights in any of these. This contract does not grant you any rights in any Microsoft logo, trademark, or service mark, and you will not use any logo, trademark, or service mark of Microsoft for any purpose without Microsoft's prior written approval. You will not claim or imply any sponsorship or endorsement of your website or application by Microsoft. All uses of Microsoft’s brand and all goodwill associated therewith insure solely to the benefit of Microsoft. Notwithstanding anything else herein to the contrary, Microsoft reserves the right to further limit the license granted in this Section to the extent that your use or display may negatively impact the goodwill or reputation associated with Microsoft’s brand.
6. No Warranty to the Services; Support. Microsoft is not obligated under these terms or otherwise to provide any support for the Services. The Services provided by Microsoft in this contract are provided on an "as is" and "as available" basis, with all faults and defects. You acknowledge that the Services are a beta-release. The Services may not operate correctly and may be different than the commercial release. You bear the full and sole risk of using it. To the maximum extent permitted by applicable law, Microsoft makes no warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Services, its performance, or anything provided in relation to this contract. Without limiting the foregoing, Microsoft makes no guarantees with respect to the availability or uptime of the Services or any other technologies. Microsoft may conduct maintenance on the Services at any time, with or without notice.
7. Limitation of Liability. If you have any basis for recovering damages despite the preceding warranty disclaimer, You can recover from Microsoft and its affiliates and suppliers only direct damages up to US$5. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental, exemplary, or punitive damages. This limitation applies to anything related to the Services; content (including code) on third party Internet sites, third party programs or third party conduct; viruses or other disabling features that affect your access to or use of the Services; incompatibility between the Services and other services, software, and hardware; delays or failures you may have in initiating, conducting, or completing any transmissions or transactions in connection with the Services in an accurate or timely manner; and claims for breach of contract, breach of warranty, guarantee, or condition, strict liability, negligence, or other tort. It also applies even if this remedy does not fully compensate you for any losses or fails of its essential purpose or if Microsoft knew or should have known about the possibility of the damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may, to a certain or entire extent, not apply to you.
8. Binding Arbitration and Class Action Waiver. If you and Microsoft have a dispute, You and Microsoft agree to try for 60 days to resolve it informally. If you and Microsoft can’t, You and Microsoft agree to binding individual arbitration before the American Arbitration Association under the Federal Arbitration Act, and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed; nor is combining individual proceedings where someone acts in a representative capacity are not allowed; nor is combining individual proceedings without the consent of all parties. The complete Arbitration Agreement contains more terms and it at <http://aka.ms/arb-agreement-1>. You and Microsoft agree to these terms.
9. Changes and Cancellations of the Services. Microsoft may change (including by removing features, or charging additional fees for features previously provided free or at different rates), update, or enhance (collectively, "modify," or "modification") the Services at any time and may require you to obtain and use the most recent versions. Modifications may affect your ability to use the Services and may require you to change (at your sole cost) the way you previously used them. If any modification is unacceptable to you, your only recourse is to stop using the Services. Your continued use of the Services following any update or change to the Services will constitute your binding acceptance to the update or change. Microsoft will not be liable for any costs that you incur, or for lost profits or damages of any kind, related to any such modification. Microsoft may cancel or suspend your use of the Services or our offering of the Services partially or in its entirety at any time. Our cancellation or suspension may be without cause, without notice, or both. Upon cancellation, your right to use the Services (including, without limitation, the Bing Widget) will cease immediately. Once the Services are cancelled or suspended, any data you have stored on the Services may not be retrieved later.
10. Term. This contract will become effective on your first use of the Services. This contract may be terminated in connection with a cancellation of your use or our offering of the Services as set forth in Section 17. If this contract terminates, all rights granted to you by this contract will automatically terminate and you will cease to have any rights to use the Services (including, without limitation, the Bing Widget). Microsoft will not be liable to you for damages resulting solely from terminating this contract according to its terms. All terms of this contract that, by their nature, are intended to survive termination will survive (including, without limitation, Sections 12 and 13).
11. Additional Information. You agree to provide information and/or other materials related to your use of the Services, as reasonably requested by Microsoft to verify your compliance with this contract.
12. Assignment. Microsoft may assign this contract, in whole or in part, at any time with or without notice to you. You may not assign this contract, or any part of it, to any other person without our prior written consent, which will not be unreasonably withheld. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Services or any part of the Services.
13. 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 under this contract.
14. Claims Must Be Filed Within One Year. Any claim related to this contract or the Services may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.
15. Export. The Services (including the Bing Widget) are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Services. These laws include restrictions on destinations, end users, and end use. For further information on export restrictions, visit http://aka.ms/exporting.
16. Notices. This Agreement is in electronic form. There may be other information regarding the Services that the law requires us to send you. We may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your use of the Services. We may provide required information to you:
    1. by e-mail at the e-mail address you specified when you signed up for the Service; or
    2. by updating these terms and posting them at <https://github.com/microsoft/COVID-19-Widget/blob/master/LICENSE> or another web site as Microsoft may designate from time to time.

Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the Services, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the Services.

Any notice should be sent electronically to: bingcovidwidget@microsoft.com

1. Miscellaneous. The parties are independent contractors under this contract and do not intend to form any other relationship. You understand and acknowledge that Microsoft is not certifying, nor endorsing, and has no obligation to certify or endorse, any aspect of your website or application. You are solely responsible, and Microsoft specifically disclaims all liability, for your website or application, any content or other service displayed in or through, accessed via or relating to your website or application, and any use, display or implementation of the Bing results made available to you by Microsoft under this contract. You shall not issue a press release or other written public statement regarding this contract without Microsoft’s written approval. Only written waivers will be effective. Each party will pay its own costs to perform (except where expressly stated otherwise). You will maintain commercially reasonable levels of insurance with commercially reasonable insurers to enable you to comply with your obligations under this contract. In relation to this contract, you will comply with all applicable laws, regulations, ordinances and other requirements of governments having jurisdiction. All rights and remedies under this contract are cumulative. Except as otherwise expressly stated in this contract, this contract is the parties' entire agreement on this subject and merges and supersedes all related prior and contemporaneous communications and agreements. Except as otherwise expressly provided in Sections 8 and 9, this contract may only be modified in a writing that is manually signed by both parties after the Effective Date.
2. Choice of Law and Disputes. Washington state law governs the interpretation of this contract and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of residence in the United States, or if you live outside the United States, the laws of the country to which Microsoft direct the Services. You and Microsoft 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 this contract.