

Copilot AI Experiences Terms

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Copilot

If you are a Copilot with commercial data protections user, please visit this page to review the terms of use that apply to you: https://aka.ms/BCETermsOfUse

These supplemental Terms of Use ("Terms") apply to the Copilot conversational experiences (the "Conversational Experiences"), as well as any other Artificial Intelligence ("Al") powered generative experiences on or providing search results from Bing (the "Online Services"). By using any of the Online Services, you agree to these Terms.

1. **Eligibility and Use Requirements.** Your use of the Online Services is governed by these terms (this "Agreement"), the <u>Microsoft Services</u>

<u>Agreement</u>, as well as the <u>Image Creator Terms</u> (to the extent applicable) which are both incorporated by reference. You agree that the Online Services constitute a Service, as defined in the Microsoft Services Agreement. If there is any conflict between this Agreement, the Microsoft Services Agreement, and the Image Creator Terms, the conflicting provision in this Agreement will control.

Your use of the Online Services is also subject to the <u>Microsoft Privacy Statement</u>, which describes our collection, use, and disclosure of information relating to your use of the Online Services.

We may update these Terms to prevent harmful uses, when we add new features, to comply with changing laws, or to address other scenarios. By continuing to use the Online Services you indicate your agreement with the revised Terms. If you do not agree to the new terms, you must stop using the Online Services.

Unauthenticated users may be given limited access to the Conversational Experiences. Microsoft will have the right in its sole discretion to allow use of the Online Services, however Microsoft so determines.

2. Using the Online Services. The Conversational Experiences allow you to submit inputs ("Prompts") and converse with an online computer-powered chatbot and in certain circumstances generate content ("Creations"). Your use of the Online Services must comply with the Online Services Code of Conduct ("Code of Conduct"). By using the Online Services you are affirming that you have read the Terms of Use and Code of Conduct, understand them, and abide by them.

You must use the Online Services and the generated Creations only: (i) in a lawful manner and in compliance with all applicable laws; (ii) in accordance with this Agreement, the Code of Conduct, and Microsoft Services Agreement documentation directed to the Online Services; and (iii) in a manner that does not infringe or attempt to infringe, misappropriate or otherwise violate any of our rights or those of any other person or entity (for clarity, "manner" includes without limitation the method, purpose and/or means of causing or attempting to cause the Online Services to generate content).

Due to the nature of the Online Services, Creations may not be unique across users and the Online Services may generate the same or similar output for Microsoft or other users. Other users may also ask similar questions and receive the same, similar or different responses.

These Online Services, including machine to human conversational interactions, may include advertising.

The Online Services may include both automated and manual (human) processing of data. You should not enter or upload any data you would not want reviewed

You may cease use of the Online Services at any time. If you do not wish to use the Online Services, you may choose not to visit or engage with the Conversational Experiences. If you wish to terminate your Microsoft Account, please see the Microsoft Services Agreement.

- 3. **Violations.** Serious or repeated violations of the Code of Conduct may result in your suspension from whichever Online Services were involved in the violations or, potentially, all of the Online Services and other Services (as defined in the Microsoft Services Agreement). You may appeal against your suspension from the applicable Service by submitting an appeal through the relevant Service user interface. We reserve the right to permanently suspend your use of the Online Services.
- 4. **Suspension and Cancellation.** In addition to paragraph 3, we reserve the right to suspend or discontinue offering or supporting all or part of any of the Online Services at any time and for any reason, to some or to all customers. Subject to the requirements of law, we may limit, suspend, or terminate your use of any of the Online Services at any time without notice and for any reason, including (without limitation) if you breach this Agreement (including by failing to comply with the Code of Conduct), if we suspect you are engaged in fraudulent or illegal activity, or if your Microsoft account is suspended or closed by us or by you.
- 5. **Ownership of Content.** Microsoft does not claim ownership of Prompts, Creations, customizations, instructions, or any other content you provide, post, input, or submit to, or receive from, the Online Services (including feedback and suggestions). However, by using the Online Services, posting, uploading, inputting, providing or submitting content you are granting Microsoft, its affiliated companies and third party partners permission to use the Prompts, Creations, customizations, and related content in connection with the operation of its businesses (including, without limitation, all Microsoft Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Prompts, Creations, and other content you provide; and the right to sublicense such rights to any supplier of the Online Services. Your use of the Online Services does not grant you any ownership rights in any underlying technologies, intellectual property, or other data that comprise or support the Online Services.

No compensation will be paid with respect to the use of your content, as provided herein. Microsoft is under no obligation to post or use any content you may provide, and Microsoft may remove any content at any time in its sole discretion.

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

6. **No Guarantees; No Representations or Warranties; Indemnification by You.** We plan to continue to develop and improve the Online Services, but we make no guarantees or promises about how the Online Services operate or that they will function as intended. We may limit the speed of the Online Services at times as we determine. We may add or remove features as we determine. The Online Services are for entertainment purposes; the Online Services are not error-free, may not work as expected and may generate inaccurate or incomplete information. You should not rely on the Online Services, and you should not use the Online Services for advice of any kind. Your use of the Online Services is at your own risk

Without limiting Section 12 of the Microsoft Services Agreement in any way, but for the sake of clarity, Microsoft does not make any warranty or representation of any kind that any material created by the Online Services does not infringe the rights of any third party in any subsequent use of the content you may use (including but not limited to copyright, trademark, rights of privacy and publicity, and defamation). You must use any content from the Online Services in accordance with the Code of Conduct and applicable law and subject to any third-party rights. In addition, you agree to indemnify and hold harmless Microsoft, its affiliates, employees and any other agents from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of the Online Services, including your subsequent use of any content from the Online Services and your breach of these Terms, the Microsoft Services Agreement, the Code of Conduct or violation of applicable law.

7. **Plugins.** Enabling Plugins will allow you to interact with other applications or websites while using the Online Services. You are solely responsible for your interactions with Plugins which may be independently developed by third parties not affiliated with Microsoft. Unless we otherwise determine, you must manually enable each Plugin and you may interact with up to the maximum number of Plugins that we determine at a time from within the Online Services. You should not enable a Plugin unless you know and trust the underlying application and you have reviewed the applicable Terms of Use and privacy policy.

Your use of Plugins may expose you to content you find offensive, inappropriate, or objectionable. Microsoft, in its sole discretion, may review or remove Plugins from the Online Services.

When you interact with an enabled Plugin, the Online Services will share relevant parts of your Content and other necessary details (which could include some location information) ("Plugin Data") to the Plugin. By enabling a Plugin, you authorize us to send your Plugin Data to the relevant third-party, which will handle it according to its terms. We are not responsible for Plugin Data after it has been sent to a Plugin that we do not own. The Plugin will process your request and return information and content ("Plugin Output") via the Online Services. The information and content included in the Plugin Output is not owned by you or Microsoft, and may be subject to the terms of the Plugin.

8. IF YOU LIVE IN (OR YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, PLEASE READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 15 OF THE MICROSOFT SERVICES AGREEMENT. IT AFFECTS HOW DISPUTES RELATING TO THIS AGREEMENT ARE RESOLVED.

Copilot Pro

If you are a Copilot Pro subscriber your use of the Online Services is governed by this Agreement, the Microsoft Services Agreement, and the Image Creator Terms as described in paragraph 1. Conversational Experiences may be integrated in other services/software applications you may use that are separately licensed to you. For example, Microsoft 365 Family or Microsoft 365 Personal subscriptions are separately licensed under the terms at https://www.microsoft.com/useterms. Conversational Experiences such as Word Copilot, PowerPoint Copilot and Outlook.com Copilot that are accessible in separately licensed products are governed by these Terms.

Code of Conduct

While the use of the Online Services, is governed by the Code of Conduct section of the <u>Microsoft Services Agreement</u>, this document provides another level of explanation about how the Code of Conduct applies within these Online Services.

By using the Online Services you agree:

- Not to engage in activity that is harmful to you, or others. Do not attempt to create or share content that could be used to harass, bully, abuse, threaten, or intimidate other individuals, or otherwise cause harm to individuals, organizations, or society.
- Not to engage in activity that is harmful to the Online Services, including bot scraping behaviors, technical attacks, excess usage, prompt-based manipulation, "jailbreaking", and other off-platform abuses
- Not to engage in activity that violates the privacy of others. Do not attempt to create or share content that could violate the privacy of others, including disclosure of private information (sometimes known as "doxing"). Do not attempt to use the Online Services for facial identification, to collect or process sensitive personal data, or for identification verification purposes. Do not input or capture photographs, video/audio content, or any content of others taken without their consent for the processing of an individual's biometric identifiers, biometric information, or for any other purpose.
- Not to engage in activity that is fraudulent, false, or misleading. Do not attempt to create or share content that could mislead or deceive others, including for example creation of disinformation, content enabling fraud, or deceptive impersonation.
- Not to infringe on the rights of others. Do not attempt to use the Online Services to infringe on others' legal rights, including intellectual property and publicity rights.
- Not to use the Online Services to create or share inappropriate content or material. Microsoft does not permit the use of the Online Services to create or share adult content, violence or gore, hateful content, terrorism and violent extremist content, glorification of violence, child sexual exploitation or abuse material, or content that is otherwise disturbing or offensive.
- Not to do anything illegal. Your use of the Online Services must comply with applicable laws and may not encourage, facilitate, or promote any

illegal activity.

Content and Moderation

The Online Services may block prompts, instructions, or content uploads, that violate the Code of Conduct, or that are likely to lead to the creation of material that violates the Code of Conduct. Prompts or Creations that violate the Code of Conduct may be restricted or removed. Abuse of the Online Services, such as repeated attempts to produce prohibited content or other violations of the Code of Conduct, may result in service or account suspension, service limitations, or the removal, deletion, or restriction of content. Users can report problematic or illegal content via the Feedback button or the Report a Concern function.

Access Restriction and User Appeal

Serious or repeated violations of the Code of Conduct may result in a limitation of service, removal or disabling of certain features of the Online Services, or in severe cases, permanent suspension.

If you feel your use of Al powered experiences has been restricted in error, you may ask Microsoft to reevaluate its decision to suspend access. To appeal a decision to restrict access to these experiences, please submit a request using the <u>Report a Concern</u> form outlining what you think we got wrong and why. While we encourage the use of Microsoft's new Al powered experiences, we reserve the right to ensure these tools are not abused.

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