

## TERMS OF USE FOR TROVE LIMITED PREVIEW RELEASE

These Terms of Use include the following:

- I. [Software License Terms](#)
- II. [Terms of Use for Trove Service](#)
  - A. [Overview](#)
  - B. [Using the Service to Publish and Manage Project Requests](#)
  - C. [Using the Service to Submit Photos to Project Requests](#)
  - D. [Other Terms and Conditions that Apply to All Uses of the Service](#)

### I. SOFTWARE LICENSE TERMS

These terms are an agreement between you and Microsoft Corporation (“**Microsoft**” or “**we**” or “**us**”). They apply to the software named above and any Microsoft software updates (except to the extent updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter your or Microsoft’s rights relating to pre-updated software). The software is a pre-release version and is being provided to you for purposes of evaluation. IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW. BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE.

1. **INSTALLATION AND USE RIGHTS.** For iOS app: You may install and use one copy of the software on an iOS-based device as permitted by Apple’s app store usage rules. For Android app: You may install and use one copy of the software on an Android device.

**a) Third Party Software.** The software may include third party applications that are licensed to you under this agreement or under their own terms. License terms, notices, and acknowledgments, if any, for the third party applications may be accessible online at <http://aka.ms/thirdparty notices> or in an accompanying notices file. Even if such applications are governed by other agreements, the disclaimer, limitations on, and exclusions of damages below also apply to the extent allowed by applicable law.

**b) Terms of Use for Services.** You must use a Microsoft Account to use the Trove services that are enabled by this software. Participation in the Trove services is governed by the Terms of Use set forth below, and by the [Microsoft Services Agreement](#). Please read them.

2. **SCOPE OF LICENSE.** The software is licensed, not sold. Microsoft reserves all other rights.

3. **EXPORT RESTRICTIONS.** You must comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on export restrictions, visit <http://aka.ms/exporting>.

4. **UPDATES.** The software may periodically check for updates, and download and install them for you. You may obtain updates only from Microsoft or authorized sources. Microsoft may need to update your system to provide you with updates. You agree to receive these automatic updates without any additional notice. Updates may not include or support all existing software features, services, or peripheral devices.

5. **THIRD PARTY BENEFICIARY.** For iOS app: You agree that Apple and its subsidiaries are third party beneficiaries of this software agreement, and Apple has the right to enforce this agreement.

6. **DISCLAIMER OF WARRANTY.** THE SOFTWARE IS LICENSED “AS IS.” YOU BEAR THE RISK OF USING IT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND GOOGLE WILL HAVE NO WARRANTY OBLIGATION WHATSOEVER. MICROSOFT GIVES NO EXPRESS

WARRANTIES, GUARANTEES, OR CONDITIONS. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, MICROSOFT EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES DESPITE THE PRECEDING DISCLAIMER OF WARRANTY, YOU CAN RECOVER FROM APPLE, GOOGLE, MICROSOFT, AND MICROSOFT'S SUPPLIERS ONLY DIRECT DAMAGES UP TO THE AMOUNT (IF ANY) YOU PAID FOR THE SOFTWARE. YOU CANNOT RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES.

The above limitation applies to (a) anything related to the software, services, content (including code) on third party Internet sites, or third party applications; and (b) claims for breach of contract, warranty, guarantee, or condition; strict liability, negligence, or other tort; or any other claim; in each case to the extent permitted by applicable law. It also applies even if Microsoft, Apple or Google knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your state, province, or country may not allow the exclusion or limitation of incidental, consequential, or other damages.

## II. TERMS OF USE FOR TROVE SERVICE

**A. Overview.** The software enables use of the limited preview version of Microsoft's Trove services and related materials (together, the **"Service"**).

The Service offers a new way for photo takers and AI/machine learning developers to collaborate on transactions that involve collecting, licensing, and compensating creators for the right to use their photos for computational purposes (machine learning or similar analysis by a computer).

**You must be at least eighteen (18) years old in order to participate in the Service.**

The following terms of use for the Service (the **"Terms"**) incorporate the [Microsoft Services Agreement](#), which includes, among other things, legal terms that govern your Microsoft account, privacy, and, for U.S. residents only, a binding arbitration clause and class action waiver that affects how you resolve disputes with Microsoft.

You accept these Terms if you use the Service to create or fulfill a project request, or if you use any feature or functionality of the Service. Microsoft may update these Terms, in which case we will include a notice within the Service about the updated Terms. If you don't accept them, you must stop using the Service.

The [Trove Community Standards](#) also apply to use of the Service (including posting any ratings or reviews, creating user profiles, publishing project requests, communicating with other users about project requests and photo submissions). Please read them, and report any abuse to us either by using the [Feedback icon](#) in the Service or by navigating to <https://aka.ms/trovereportaconcern>.

## B. USING THE SERVICE TO PUBLISH AND MANAGE PROJECT REQUESTS

You can use the Service to publish requests to collect photos for computational use (**"Project Requests"**) and receive a license from the photo provider saying how you can use photos submitted in response to your Project Requests. If you use the Service to publish Project Requests, you agree to comply with the license terms between you and users who provide photos in response to your Project Requests. You also must meet your privacy commitments, including as you describe them in your Project Request, regarding

photos you receive. **Read this Part B (Using the Service to Publish and Manage Project Requests), and the Other Terms and Conditions [in Part D below](#), before publishing any Project Request.**

If you are publishing a Project Request on behalf of your employer, you must be authorized to do so, and to bind your employer to these Terms and to the license terms and privacy commitments you make to users who submit photos to your projects.

You can request to opt out of Trove at <https://aka.ms/trovefeedback>.

A copy of Microsoft's privacy policy is here: <https://privacy.microsoft.com/en-US/privacystatement>.

**Project Request Information.** You agree to provide clear, accurate and complete information in your Project Requests, including a description of your project's requirements, and disclosures about how you will collect, use, process and retain photos provided by other Service users in response to your Project Requests. You are responsible for approving the text and any images included in any Project Request you submit for publication via the Service. You must also provide clear, accurate and complete information if you respond to any communications from other Service users about your Project Requests. You will retain all of your rights in any materials (for example, your reference photos or requirements documents) that you publish or otherwise share in connection with your Project Requests.

**Scope of License Grant from Photo Owners to You.** Users who submit photos in response to your Project Request keep ownership of the photos and grant you (or your employer) only the following license rights: a non-exclusive, royalty-free, worldwide license to reproduce, modify, analyze and otherwise use the photos in connection with computational activities directed to developing, improving, testing, and operating your current and future products and services, subject to the additional terms you include in your Project Request, including its description of your intended use, and your privacy statement. Except as may be required by applicable law, this license grant is perpetual and irrevocable. These rights may be exercised by any methods now known or later developed, and you may authorize your third-party contractors to exercise these rights on your (or your employer's) behalf. These rights cannot be assigned or sublicensed to others outside your company or other form of organization.

**Compensation and Use of Payment Features.** Calculating and paying compensation, if any, to users who submit photos is your sole responsibility. **Microsoft in its role as the provider of the Service does not have any compensation obligations to you or photo submitters in connection with your use of the Service.** By using the payment feature in the Service (if available), you acknowledge that Microsoft uses third parties to provide payment services and enable money transfers between the Service users. Microsoft does not provide payment services or affect transfers and is not a money services business. Sending/receiving money on the Service may only be available to users who are 18 years old and over, or in accordance with the third parties terms, and who register and are approved for an account with the third party. In order to use the payment feature, you may be required to sign up to the third parties' terms and conditions and privacy policies, and to provide permissions to share data with these third parties for the purposes of providing their service. If Microsoft, receives notice that your use of the payment feature violates a third party's terms and conditions, Microsoft may have to take action against your account, such as cancelling or suspending your account. Microsoft will not be liable for payment services provided by third parties or any action taken under the third party's terms and conditions. You use the payment feature at your sole risk. Any disputes regarding funds are between you and the third-party provider.

**Using OneDrive to Store and Access Photos.** The Service uses OneDrive to provide storage and access to photos submitted by individuals. You can read more about how the Service uses OneDrive [here](#). Use of OneDrive is subject to the terms of the [Microsoft Services Agreement](#). Microsoft has no responsibility or liability under these Terms for any loss of, access to, deletion, alteration or restoration of any photos submitted in response to a Project Request. You

acknowledge that Microsoft may, but is not obligated to, access and review photos submitted in response to your Project Requests for purposes of monitoring compliance with these Terms and the [Trove Community Standards](#). You agree not to take any actions that would interfere with such activities by Microsoft.

**Additional Responsibilities You Have as a Trove Participant; Microsoft's Role and Disclaimers.** Microsoft makes the Service available to enable you and other users to publish and fulfill Project Requests. Microsoft is not a party to any license or other terms you may choose to enter into users who submit photos in response to your Project Requests. You are responsible for evaluating and determining whether to submit any Project Requests, and whether to accept photos made available by any user of the Service. You are also responsible for evaluating the quality, accuracy and legality of all photos submitted to you in connection with the Service.

Microsoft does not make any representations to you about, or provide any warranties regarding, any photos submitted via the Service or any third party Project Request, profile information, or rating or review content published via the Service. Microsoft does not supervise, direct or control third party users of the Service and is not responsible for their activities (including but not limited to their compliance with your Project Request requirements and with applicable laws). **You acknowledge that Microsoft will not have any liability or obligations to you for any acts or omissions by you or any third parties in connection with use of the Service.**

Microsoft may choose to inform you about third party metadata removal tools and other services that you may choose to use in connection with your use of the Service, but you are solely responsible for deciding whether and what third party tools and services you use. Microsoft makes no warranties and does not have any obligations regarding the functionality, performance, reliability or other qualities of any third party products or services.

## **C. USING THE SERVICE TO SUBMIT PHOTOS TO PROJECT REQUESTS**

You can also use the Service to review project requests published by other Service users (“**Project Requests**”) and to grant a license to the originators of Project Requests in photos you submit that meet their requirements. **Read this Part C (“Using the Service to Submit Photos to Project Requests”), and the Other Terms and Conditions in [Part D below](#), before you submit any photos in response to a Project Request.**

**You must be a US resident to submit photos in response to Project Requests.**

**Providing Photos to Recipients.** You may submit photos created by you in response to a Project Request. Each Project Request will include (a) specific project requirements that the requesting party (the “**Recipient**”) asks anyone who submits photos to comply with; and (b) a description of how the Recipient will collect, use and process your photos. You agree to comply with all project-specific requirements communicated to you by the Recipient, and you agree that the Recipient can collect, use, process and retain the photos you submit as described in the license below and subject to the additional terms set forth in the Project Request.

**Compensation and Use of Payment Features.** Calculating and paying compensation, if any, for your photos is the sole responsibility of the Project Request publisher. **Microsoft in its role as the provider of the Service does not have any compensation obligations to you or Project Request publishers in connection with your use of the Service.** By using the payment feature in the Service (if available), you acknowledge that Microsoft uses third parties to provide payment services and enable money transfers between the Service users. Microsoft does not provide payment services or affect transfers and is not a money services business. Sending/receiving money on the Service may only be available to users who are 18 years old and over, or in accordance with the third parties terms, and who register and are approved for an account with the third party. In order to use the payment feature, you may be required to sign up to the third parties’ terms and conditions and privacy policies, and to provide permissions to share data with these

third parties for the purposes of providing their service. If Microsoft, receives notice that your use of the payment feature violates a third party's terms and conditions, Microsoft may have to take action against your account, such as cancelling or suspending your account. Microsoft will not be liable for payment services provided by third parties or any action taken under the third party's terms and conditions. You use the payment feature at your sole risk. Any disputes regarding funds are between you and the third-party provider.

**Using OneDrive to Store and Deliver Photos.** The Service uses OneDrive to provide storage and access to photos submitted by individuals. You can read more about how the Service uses OneDrive [here](#). Use of OneDrive is subject to the terms of the [Microsoft Services Agreement](#). You will retain ownership of photos you submit, but the Recipient may retain copies of them indefinitely for the uses described in the license grant and Project Request. You are responsible for keeping backup copies of photos you submit in response to a Project Request. Microsoft is not responsible for loss of, access to, deletion, alteration or restoration of any photos you take or submit in response to a Project Request.

**Microsoft Right of Review.** You agree that Microsoft may, but is not obligated to, access and review photos you submit in response to a Project Request for purposes of monitoring compliance with these Terms and the [Trove Community Standards](#). You agree not to take any actions that would interfere with such activities by Microsoft.

**No Submissions of Photos with Personal Data; Metadata Removal.** To the maximum extent possible, you agree not to provide any personal data in photos you submit in response to any Project Request. You are responsible for removing all metadata from photos before submitting them. You are responsible for ensuring that you have all rights necessary to share all content in photos that you submit. You agree to the Recipient's use of this content, as contained in the photos, as described in the license set forth [below \(see "Your License Grants to the Recipient"\)](#) and subject to the additional terms set forth in the relevant Project Request. You also agree that Microsoft and Recipients may use processes and tools to remove metadata from photos you submit in response to any Project Request.

You can request to opt out of Trove at <https://aka.ms/trovefeedback>. Even if you opt out, Recipients may retain any photos you have submitted and may use them as described in license below, and in the Project Request.

A copy of Microsoft's privacy policy is here: <https://privacy.microsoft.com/en-US/privacystatement>.

**Your License Grants to the Recipient.** You agree that the Recipient may collect, process, use and retain all photos you submit in response to a Project Request, and you grant the Recipient a non-exclusive, royalty-free, worldwide license to reproduce, modify, analyze and otherwise use such photos in connection with computational activities directed to developing, improving, testing, and operating any and all current and future Recipient products and services, subject to the additional terms set forth in the Project Request (including its description of Recipient's intended use and Recipient's privacy statement). Except as may be required by applicable law, the rights you grant are perpetual and irrevocable. They may be exercised by any methods now known or later developed, and Recipient may authorize its third-party contractors to exercise these rights on its behalf. Recipient does not have rights to assign or sublicense its license rights to others outside its company or other form of organization.

**Your Responsibilities for Photos You Submit; Your Reservations of Rights.** Photos you provide in connection with Project Requests remain your property. You are solely responsible for making sure you have all rights necessary to license them as described in these Terms. You represent that (a) you have the full right and authority to enter into these Terms and grant the above license rights to Recipient in any photos you provide in response to a Project Request, including all data and content included in any such photos, (b) you reside in the United States and you are not a minor, (c) the rights you grant to the Recipient under these Terms are not limited by



any other contract or obligation, (d) you will comply with all applicable laws with respect to your photos and all activities you undertake in connection with the Service; and (e) you will not disclose to Recipient or Microsoft any non-public information, whether yours or a third party's, in connection with any Project Request. In addition, you agree to release Microsoft and its affiliates from any and all claims that you may have now or in the future related to your photos or your activities in connection with the Service.

**Additional Responsibilities You Have as a Trove Participant; Microsoft's Role and Disclaimers.** Microsoft makes the Service available to enable you and other users to publish and fulfill Project Requests. Microsoft is not a party to any license you may choose to enter into with Recipients, except that for Project Request published by Microsoft for its own projects, Microsoft will be a party to the license you grant to photos you submit to the Microsoft Project Request. You are responsible for evaluating and determining whether to submit photos to any Recipient, and for determining that all photos you submit via the Service meet your responsibilities under these Terms.

Microsoft does not make any representations to you about, or provide any warranties regarding, any Project Request, profile information, or rating or review content published via the Service. Microsoft does not supervise, direct or control third party users of the Service and is not responsible for their activities (including but not limited to any Recipient's compliance with the license terms you enter into with them, their privacy statements, and applicable laws). **You acknowledge that Microsoft will not have any liability or obligations to you for any acts or omissions by you or any third parties in connection with use of the Service.**

Microsoft may choose to inform you about third party metadata removal tools and other services that you may choose to use in connection with your use of the Service, but you are solely responsible for deciding whether and what third party tools and services you use. Microsoft makes no warranties and does not have any obligations regarding the functionality, performance, reliability or other qualities of any third party products or services.

**Indemnification.** To the maximum extent permitted by applicable law, you agree to indemnify and hold harmless Microsoft, its affiliates, and its and their successors, assigns, officers, directors, employees and agents (the "**Microsoft Parties**") from and against any and all liabilities, costs, damages, charges, losses, penalties, judgments, settlements and expenses (including reasonable attorney's fees) ("**Losses**") arising out of or related to a threatened or actual suit, demand, action, proceeding or other claim ("**Claim**") between a Microsoft Party and any third party arising out of or relating to: (a) your use of the Service, including without limitation your provision of photos or any other act or omission in connection with a Project Request, (b) your violation of applicable law, (c) your violation of these Terms or the Trove Community Standards, including any breach of, or inaccuracy in, any of the representations or warranties made by you in these Terms, or (d) violation by you (including based on photos you submit) of any third party rights, including privacy and intellectual property rights.

## **D. OTHER TERMS AND CONDITIONS THAT APPLY TO ALL USES OF THE SERVICE**

**Code of Conduct and Community Standards.** The [Microsoft Services Agreement](#) contains a Code of Conduct that applies to, among other things, your use of the Service. In addition, you agree that you will adhere to the [Trove Community Standards](#) in your use of the Service. If you violate the Code of Conduct or Trove Community Standards, Microsoft may, among other things, terminate your access to the Service, terminate your Microsoft account, and/or remove or refuse to publish content in your Project Requests, profile or reviews that are in violation.

**Ratings and Reviews.** The Service includes features that let users rate and comment on each other's performance related to Project Requests and the Service in a manner visible to other users of the Service. Microsoft may use ratings and reviews and other data to improve the Service. Ratings and review content

submitted by you may remain available to other Service users after you opt out or otherwise stop using the Service.

**Notices and Procedure for Making Claims of Intellectual Property Infringement.** Microsoft respects the intellectual property rights of third parties. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting [Notices of Infringement](#). ALL INQUIRIES NOT RELEVANT TO THIS PROCEDURE WILL NOT RECEIVE A RESPONSE. We use the processes set out in Title 17, United States Code, Section 512 to respond to notices of copyright infringement. In appropriate circumstances, we may also disable or terminate the accounts of users of the Service who may be repeat infringers.

**Grant of Rights in Feedback.** You hereby grant Microsoft, at no charge, the rights to use, disclose, reproduce, license, or otherwise distribute and to exercise all other rights in any comments or other input (“**Feedback**”) you provide to us regarding the Service. Your feedback is entirely voluntary.

**Communications from Us.** Microsoft may send you notices about the Service and requests for your feedback electronically, including via email, through the software app or via SMS (text message). Data or messaging rates may apply when you receive or reply to communications from us via SMS.

**Cooperation.** You agree to reasonably cooperate with us to enable us to comply with applicable laws and any governmental, regulatory, or other investigations, audits, or proceedings related to your use of the Service.

**Disclaimers.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

THE SERVICE IS PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE”, AND MICROSOFT DISCLAIMS ALL WARRANTIES (INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, WORKMANLIKE EFFORT, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE) WITH RESPECT TO THE SERVICE OR YOUR USE OF IT.

YOU BEAR THE ENTIRE RISK OF USING THE SERVICE. MICROSOFT DOES NOT MAKE ANY GUARANTEES REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, SECURITY, SAFETY, AVAILABILITY OR INTEGRITY OF THE SERVICE OR ANY ACTIVITIES OR LICENSES FACILITATED BY THE SERVICE.

MICROSOFT IS NOT RESPONSIBLE FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THESE TERMS, INCLUDING WITHOUT LIMITATION YOUR USE OF OR INABILITY TO USE THE SERVICE; ERRORS, BUGS OR OTHER INACCURACIES OF ANY KIND IN CONNECTION WITH THE SERVICE; THE PROJECT REQUESTS, PHOTOS, SERVICES, ACTS OR OMISSIONS OF ANYONE WHO USES THE SERVICE; YOUR RELIANCE ON THE QUALITY, ACCURACY OR RELIABILITY OF ANY PROJECT REQUEST, PHOTOS OR OTHER ACTIVITIES OR CONTENT IN CONNECTION WITH THE SERVICE; OR YOUR LOSS OF OR INABILITY TO DO BUSINESS, OR REQUIREMENT TO CHANGE THE WAY YOU DO BUSINESS, AS A RESULT OF YOUR USE OF THE SERVICE.

MICROSOFT IS NOT OBLIGATED TO PROVIDE ANY SUPPORT FOR THE SERVICE.

**Limitation of Liability.**

**If you have any basis for recovering damages (including breach of these Terms), you agree that your exclusive remedy is to recover, from Microsoft, direct damages of up to US\$10.00. You can't recover any other damages or losses, including direct, consequential, lost profits, special, indirect, incidental, or punitive. These limitations and exclusions apply even if this remedy doesn't fully**

**compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to any subject matter or any claims related to these Terms or the Service.**

**Compliance with Applicable Law.** You agree to comply with all applicable laws in connection with your access to and use of the Service.

**Severability.** All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change.

**Law that Applies; Jurisdiction and Venue.** The laws of the State of Washington govern these Terms and your use of the Service. If federal jurisdiction exists, each of us consents to exclusive jurisdiction and venue in the federal courts in King County, Washington. If not, each of us consents to exclusive jurisdiction and venue in the Superior Court of King County, Washington.

Please confirm that you have reviewed and accepted these Terms by clicking here: [\*\*I ACCEPT\*\*](#)