

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT WINDOWS PC HEALTH CHECK

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- b) **Processing of Personal Data.** To the extent Microsoft is a processor or subprocessor of personal data in connection with the software, Microsoft makes the commitments in the European Union General Data Protection Regulation Terms of the Online Services Terms to all customers effective May 25, 2018, at <https://docs.microsoft.com/en-us/legal/gdpr>.

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- c) remove, minimize, block, or modify any notices of Microsoft or its suppliers in the software;
- d) use the software in any way that is against the law or to create or propagate malware; or
- e) share, publish, distribute, or lease the software, provide the software as a stand-alone offering for others to use, or transfer the software or this agreement to any third party.

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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.

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- 5. SUPPORT SERVICES.** Microsoft is not obligated under this agreement to provide any support services for the software. Any support provided is “as is”, “with all faults”, and without warranty of any kind.
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- 7. BINDING ARBITRATION AND CLASS ACTION WAIVER. This Section applies if you live in (or, if a business, your principal place of business is in) the United States.** 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 (“FAA”),** 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 without the consent of all parties.** The complete Arbitration Agreement contains more terms and is at <https://aka.ms/arb-agreement-4>. You and Microsoft agree to these terms.
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