

Supplemental Use Terms for Consumer Communications Services

Introduction

Customer may use Consumer Communications Services as permitted in these Supplemental Use Terms for Consumer Communications Services (the “Terms”) and the Microsoft Services Agreement. The definition of Consumer Communications Services may vary depending on where you use the service. Unless otherwise specified in the “Description of Services” section of the relevant Country-Specific Disclosures and Terms for your country, services subject to these supplemental Terms are listed in “Consumer Communications Services” below.

Consumer Communications Services

GroupMe

GroupMe is a free group messaging app. It’s a simple way to stay in touch with friends and family. The service includes both public and closed group chats as well as private 1:1 messaging. The service is available free of charge and can be accessed via the GroupMe app available for both iOS and Android, or via the web version of GroupMe on your desktop browser. For more information about GroupMe, visit this page: [GroupMe: Help & Learning \(microsoft.com\)](#).

Outlook

Outlook helps you connect, organize, and get things done by bringing together all your email, calendar appointments, and documents in one place. You can use the Outlook app with your Outlook.com/Hotmail account, as well as Gmail, iCloud, Yahoo, and other email accounts. Outlook is available free of charge via desktop apps for both Windows and Mac operating systems, web-based versions accessible via desktop web browser, and via mobile apps for both iOS and Android devices. For more information about Outlook, visit this page: [Outlook Help and Learning \(microsoft.com\)](#).

Skype

Skype free services enable messaging and HD voice and video calling with other Skype users. Users can send messages and make audio and video calls in groups of up to 100 people. Skype free services are available via desktop apps for Windows, Mac, and Linux operating systems, web-based versions accessible via desktop web browser, and via mobile apps for both iOS and Android devices. Skype paid services include Skype to Phone, which enables users to make calls to the traditional telephone network, and Skype Number, which enables users to receive calls from the traditional telephone network to their Skype-assigned number. Skype paid services are available by purchasing a subscription or Skype Credit. For more information about Skype, visit this page: [Help and learning for Skype \(microsoft.com\)](#).

Teams personal

Teams personal, sometimes called Microsoft Teams (free), is the free version of Teams that allows users to connect with friends, family, and others via 1:1 and group messaging, audio, and video chat. Users can also schedule meetings, share documents, and join Communities. Teams personal is available free of charge via desktop apps for Windows and Mac operating systems, web-based versions accessible via desktop web browser, and via mobile apps for both iOS and Android devices. For more information about Teams personal, visit this page: [Microsoft Teams Help & Learning](#).

Prohibited uses of Consumer Communications Services

The following activities are prohibited:

1. Using Consumer Communications Services in any manner that may expose Microsoft or any of its personnel to criminal or civil liability;
2. Re-selling subscription minutes;
3. Placing calls to Microsoft issued telephone numbers (whether singly, sequentially or automatically) to generate income for yourself or others as a result of placing the call; and
4. Placing calls in unusual calling patterns inconsistent with normal, individual subscription use, for example, placing regular calls of short durations or calls to multiple numbers in a short period of time.
5. Using Consumer Communications Services in violation of any applicable laws or regulations of any jurisdiction, including, but not limited to, (a) privacy or data protection laws or regulations; (b) laws requiring consent of participants to receive calls or text messages; (c) laws governing the recording or monitoring of telephone calls; (d) laws and regulations that prohibit unsolicited, unwanted or harassing communications; or (e) anti-spam laws such as the U.S. CAN SPAM Act of 2003 and the Do-Not-Call Implementation Act.

Additional Country-Specific Disclosures and Terms of Service for Communications Services

Austria

Introduction

Customer may use consumer interpersonal communications services provided by Microsoft (collectively, “Consumer ICS”) as permitted in these Supplemental Use Terms for Consumer ICS in Austria (the “Supplemental Terms”) and the Microsoft Services Agreement. Consumer ICS include the services listed in “Description of the Services” below. These Supplemental Terms and the Microsoft Services Agreement apply to consumers, small enterprises, microenterprises, and not-for-profit organizations that use Consumer ICS in Austria.

Service provider

Consumer ICS are provided in Austria by Microsoft Ireland Operations Limited, which has its registered office at 70 Sir John Rogerson’s Quay, Dublin 2, Ireland.

Description of the Services

Group Me. GroupMe is a free group messaging app. It’s a simple way to stay in touch with friends and family. The service includes both public and closed group chats as well as private 1:1 messaging. The service is available free of charge and can be accessed via the GroupMe app available for both iOS and Android, or via the web version of GroupMe on your desktop browser. For more information about GroupMe, visit this page: [GroupMe: Help & Learning \(microsoft.com\)](https://www.microsoft.com/groupme/help).

Outlook. Outlook helps you connect, organize, and get things done by bringing together all your email, calendar appointments, and documents in one place. You can use the Outlook app with your Outlook.com/Hotmail account, as well as Gmail, iCloud, Yahoo, and other email accounts. Outlook is available free of charge via desktop apps for both Windows and Mac operating systems, web-based versions accessible via desktop web browser, and via mobile apps for both iOS and Android devices. For more information about Outlook, visit this page: [Outlook Help and Learning \(microsoft.com\)](https://www.microsoft.com/outlook/help)

Skype. Skype number-independent ICS (NI-ICS) services enable messaging and HD voice and video calling with other Skype users. Users can send messages and make audio and video calls in groups of up to 100 people. Skype NI-ICS services are available free of charge via desktop apps for Windows, Mac, and Linux operating systems, web-based versions accessible via desktop web browser, and via mobile apps for both iOS and Android devices. In Austria, Skype also provides a number-based ICS (NB-ICS), Skype to Phone (hereinafter, “Skype NB-ICS”), which enables users to make calls to the traditional telephone network. Skype NB-ICS is available by purchasing a Skype to Phone subscription. For more information about Skype, visit this page: [Help and learning for Skype \(microsoft.com\)](https://www.microsoft.com/skype/help)

Teams personal. Teams personal, sometimes called Microsoft Teams (free), is the free version of Teams that allows users to connect with friends, family, and others via 1:1 and group messaging, audio, and video chat. Users can also schedule meetings, share documents, and join Communities. Teams personal is available free of charge via desktop apps for Windows and Mac operating systems, web-based versions accessible via desktop web browser, and via mobile apps for both iOS and Android devices. For more information about Teams personal, visit this page: [Microsoft Teams Help & Learning](https://www.microsoft.com/teams/help)

Your Content

Paragraph 2(a) of the Microsoft Services Agreement is intended solely as a notice to you regarding content that you share with other people and does not constitute the legal basis for any transfer of right to other users.

Service Availability

The term “region” as used in paragraph 6(a) of the Microsoft Services Agreement refers to the entire Austrian federal territory, which constitutes a single uniform “region.”

Updates to the Services or Software

The provisions in paragraph 7(b) of the Microsoft Services Agreement are not intended to disclaim Microsoft’s obligations to provide updates under the Austrian Consumer Warranty Act.

Charges

The provisions of paragraph 9(a) of the Microsoft Services Agreement are subject to the requirements of Section 143 of the Austrian Telecommunications Act. Specifically, if we do not receive an on-time, full payment from you, we will send you a reminder and provide a grace period of at least two weeks before suspending or cancelling your Consumer ICS service.

Contract Term

Skype NB-ICS subscriptions are prepaid for the duration selected by the user and do not have any minimum contract term.

Warranties

Paragraph 11 of the Microsoft Services Agreement does not limit the statutory warranty rights of consumers in Austria.

Emergency Services

Skype NB-ICS users in Austria have access to the Single European emergency number 112 and all national public emergency call services (i.e. 122, 128, 133, 140, 141, 142, 144, 147, 0800/133 133) from the Skype mobile app. When a user dials any emergency number from the Skype mobile app, the app will initiate the emergency call through the mobile device’s native dial pad and the user’s mobile network operator.

Accessibility

Information about products and services designed specifically for users with disabilities can be found at: <https://support.microsoft.com/de-de/accessibility>.

Changes to the Terms

Notwithstanding paragraphs 7(a), 7(c), 9(c), 9(j), 13(e)(iii) and 13(e)(x) of the Microsoft Services Agreement, if we make changes to the terms, conditions, or fee provisions applicable to Skype NB-ICS that are not exclusively beneficial to the user, we'll give Skype NB-ICS users at least three months' notice of the changes and inform you of your right to terminate your Skype NB-ICS before it changes. If you do not terminate the product before the changes take effect, you agree to the changes. We will expressly inform you of this fact when we notify you.

Miscellaneous

Notwithstanding paragraph 14 of the Microsoft Services Agreement, we will not assign, transfer or otherwise dispose of our rights and obligations under these Supplemental Terms or the Microsoft Services Agreement, in whole or in part, without your consent. You are not prevented from assigning any monetary claim against Microsoft. If a court or arbitrator holds that we can't enforce a part of these Supplemental Terms or the Microsoft Services Agreement as written, the rest of these Supplemental Terms and the Microsoft Service Agreement won't change and will continue to be in force.

Waiver of End-User Consumer Protection Provisions

The waiver of end-user consumer protection provisions found in paragraph 15 of the Microsoft Services Agreement does not apply to microenterprises, small enterprises, or not-for-profit organizations in Austria.

Complaints and Dispute Resolution

Regarding any alleged breach of Austrian Telecommunication Law and/or any unresolved disputes between Microsoft and its customers related to the Consumer ICS, customers may file complaints with the Austrian Regulatory Authority (RTR-GmbH, www.rtr.at). This conciliation procedure is, without prejudice to the jurisdiction of the civil courts, carried out in accordance with the applicable conciliation guidelines of the RTR-GmbH. Microsoft is obliged to contribute to such conciliation procedure.

Croatia

Complaints and Dispute Resolution

For complaints regarding the service, Customer may contact Microsoft customer service as described above. Regarding unresolved disputes related to the service, customers may contact the Croatian Regulatory Authority for Network Industries (<https://hakom.hr>).

Ireland

Complaint Handling Code

How to make a complaint

Customer satisfaction is a priority for Microsoft. However, in the event that Customer is dissatisfied with the Service for any reason, a complaint may be filed by phone, online or by post:

Phone: Toll-Free Number: 0800 032 6417

Local Number: 01 656 9837 (local call charges apply)

Normal business hours are Monday through Friday, from 9:00 am to 5:00 pm.

Online: <https://support.microsoft.com/>

Post: One Microsoft Place
South County Business Park
Leopardstown
Dublin 18
DP P521

Timelines

Complaints filed by phone during normal business hours, will be addressed by a live Microsoft representative, who will attempt to resolve the issue during the phone call.

Complaints filed online or by post will be responded to within two (2) business days and Microsoft will attempt to resolve the issue immediately.

If the issue is not resolved immediately, Customer will be instructed on the steps to be taken to investigate the matter further. Microsoft aims to resolve all complaints related to the Service within seven (7) business days of receipt. If unsatisfied with the manner in which the complaint regarding the Service is managed, Customer may request an escalation. Microsoft will evaluate the complaint within seven (7) days of receipt.

Complaints and Dispute Resolution

If your complaint regarding the Service is not resolved within ten (10) business days after it has been submitted or if you receive a letter from Microsoft stating that Microsoft has reached a final decision, Customer may refer the complaint to ComReg, Ireland's communications regulator. See ComReg's website for more information regarding its investigation of complaints at

<https://www.comreg.ie/queries-complaints/>. After all complaint handling procedures have been exhausted, ComReg will accept a complaint from a customer and attempt to resolve an outstanding dispute.

Statutory Rights

Customer's statutory rights are not affected by this Code. Customer may seek independent advice from the following entities:

- **Commission for Communications Regulation**
One Dockland Centra
Guild Street
Dublin 1
D01 E4XO
<https://www.comreg.ie/>
Phone: 01 804 9707
- **Small Claims Registrar**
First Floor
Áras Uí Dhálaigh
Inns Quay
Dublin 7
<https://www.courts.ie/small-claims>
Phone: 3531 888 6447
- **Competition and Consumer Protection Commission**
PO Box 12585
Dublin 1
<http://www.consumerhelp.ie/>
Phone: 01 402 5555 / 1890 432 432
- **Advertising Standards Authority for Ireland**
Ferry House
48 Lower Mount Street
Dublin 2
<http://www.asai.ie/>
Phone: 01 6137040

Retention of Records

Records regarding complaints (including copies of the complaint, any response to it, any determination in respect of the complaint and any documentation considered in the course of such determination) will be retained electronically for at least one (1) year. Customer information may be held for up to seven (7) years for legal reasons.

Romania

Regarding unresolved disputes related to the service, customers may contact the National Authority for Administration and Regulation in Communications (<https://ancom.ro>).

Slovakia

Regarding unresolved disputes related to the service, customers may have rights to dispute resolution pursuant to Section 75a of the Act on Electronic Communications (Act No. 351/2011 Coll.).

Slovenia

Service provider

The service is provided in Slovenia by Microsoft Ireland Operations Limited, which has its registered office at 70 Sir John Rogerson's Quay, Dublin 2, Ireland.

Complaints and Dispute Resolution

Regarding unresolved disputes related to the service, customers may have rights to dispute resolution pursuant to Section 142 of the Electronic Communications Act (No. 109/12 as amended).

Switzerland

Service provider

The service is provided in Switzerland by Microsoft Ireland Operations Limited, which has its registered office at 70 Sir John Rogerson's Quay, Dublin 2, Ireland.

Complaints and Dispute Resolution

Regarding any unresolved disputes between Microsoft and its customers related to the service, customers may file complaints with the Swiss Ombudsman (<https://ombudscom.ch/>).

United Kingdom

Complaint Handling Code

About the Service

The Service is provided in the UK by Microsoft Ireland Operations Limited, which has its registered office at 70 Sir John Rogerson's Quay, Dublin 2, Ireland.

How to make a complaint

Customer satisfaction is a priority for Microsoft. However, in the event that Customer is dissatisfied with the Service for any reason, a complaint may be filed by phone or online:

Toll-Free Phone Number: 0800 032 6417

Online: <https://support.microsoft.com/>

Timelines

Complaints filed by phone during normal business hours, will be addressed by a live Microsoft representative, who will attempt to resolve the issue during the phone call.

Complaints filed online, will be responded to within two (2) business days and Microsoft will attempt to resolve the issue immediately.

If the issue is not resolved immediately, customer will be instructed on the steps to be taken to investigate the matter further. Microsoft aims to resolve all complaints related to the Service within seven (7) business days of receipt. If unsatisfied with the manner in which the complaint regarding the Service is managed, Customer may request an escalation. Microsoft will evaluate the complaint within seven (7) days of receipt.

Alternative dispute resolution

If a complaint is not resolved after eight (8) weeks of submission or if Customer receives a letter stating that Microsoft has reached a final decision, Customer may refer the complaint to Ombudsman Services, which is a third party approved by Ofcom to deal with complaints regarding communications services. Microsoft will also notify customer, in writing, about the availability of such alternative dispute resolutions services.

Ombudsman Services is independent of Microsoft and will render an impartial decision on the merits of the complaint. There is no cost for referring a complaint to Ombudsman Services.

All complaints must be sent to Ombudsman Services within twelve (12) months of filing the complaint with Microsoft. The steps for referring a complaint to Ombudsman Services can be found on the Ombudsman Services' website.

The Ombudsman Services may be reached by filling out a contact form on the Ombudsman Services' website or by phone, letter, or e-mail:

Contact Form: <https://www.ombudsman-services.org/complain-now>

Phone: 0330 440 1614

Fax: 0330 440 1615

Textphone: 0330 440 1600

E-mail: osenquiries@os-communications.org

Letter:

Ombudsman Services: Communications

PO Box 730

Warrington

WA4 6WU