

AMAZON MEDIA EU S.à r.l. - SUMMARY OF CHANGES MADE

As part of the Competition and Markets Authority's (CMA) consumer law compliance review, Amazon Media EU S.à r.l. ('Amazon') voluntarily engaged with the CMA and has agreed as follows:

Amazon has made changes to the Amazon Drive Terms of Use for existing and future UK customers which will:

- a. ensure that material changes to the service can only be made for valid reasons clearly set out in the contract terms;
- b. ensure consumers receive reasonable advance notice of material changes to the service;
- c. enable consumers who do not wish to accept material changes to the service to cancel the contract and obtain a refund for services not yet provided;
- d. ensure that any increase in price does not take effect during a consumer's fixed contract term;
- e. clearly and narrowly define the circumstances in which Amazon may suspend or terminate the contract or service;
- f. ensure that, where appropriate, consumers are given notice of suspension or termination of the service or deletion of files and an opportunity to challenge the decision;
- g. ensure that, in the event of a breach of contract by Amazon, consumers can terminate the contract and obtain a refund for services not yet provided;
- h. ensure that Amazon's liability will not be excluded or limited if it fails to provide the service with reasonable skill and care; and
- i. ensure that consumers receive at least 30 days' notice before their contract is renewed, including details of changes to the price or service.

APPLE DISTRIBUTION INTERNATIONAL - SUMMARY OF CHANGES MADE

As part of the Competition and Markets Authority's (CMA) consumer law compliance review, Apple Distribution International ('Apple') voluntarily engaged with the CMA and agreed to change its iCloud terms and conditions as summarised below.

Apple will ensure that its iCloud contract terms for UK consumers shall:

- a. Provide that consumers receive at least 30 days' advance notice of any material adverse changes to the terms and/or the service unless it would not be reasonable to do so in circumstances that are set out in the contract.
- b. Limit the circumstances in which Apple can make material adverse changes to paid-for services, before the end of the current paid term, to those which are reasonably necessary to address circumstances set out in the contract.
- c. Where material adverse changes to paid-for services are made, give consumers the right to terminate the contract and receive pro-rata refunds.
- d. Provide that where the consumer is in non-material breach of the contract, Apple's right to terminate will not arise unless the consumer has been informed of the breach and has had a period of at least 30 days to remedy the breach but failed to do so.
- e. Provide consumers at least 30 days' advance notice prior to terminating the contract due to a general discontinuance of the service, unless it would not be reasonable to do so in circumstances that are set out in the contract.
- f. Provide consumers with at least 30 days' advance notice before terminating the service if a consumer's account has been inactive for one year.
- g. Clarify that consumers have the right to cancel within 14 days after renewal of a fixed term contract.

MICROSOFT CORPORATION – SUMMARY OF CHANGES MADE

As part of the Competition and Markets Authority's (CMA) consumer law compliance review, Microsoft Corporation (Microsoft) voluntarily engaged with the CMA and has agreed as follows:

1. To make the following changes to the Microsoft Services Agreement in the United Kingdom pertaining to Microsoft's OneDrive cloud storage service for consumers:
 - a. Microsoft will provide consumers with at least 30 days' advance notice before:
 - i. changes are made to the OneDrive service that may cause such consumers to lose access to their content;
 - ii. changes are made to reduce OneDrive service data storage limits on paid-for accounts;
 - iii. the paid-for OneDrive service is cancelled; and
 - iv. Microsoft closes the consumer's non-paid OneDrive account due to such consumer's inactivity.
 - b. Microsoft will notify consumers in advance where Microsoft intends to terminate the OneDrive service due to the consumer being over their storage allocation.
 - c. Microsoft will not close a consumer's OneDrive account for inactivity during any period in respect of which they have paid.
 - d. Microsoft will permit a consumer to cancel their OneDrive subscription and obtain a pro-rated refund for OneDrive services not yet provided, where Microsoft reduces that consumer's OneDrive storage limit or cancels the OneDrive service during the consumer's paid subscription period.