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# PLAYSTATION NETWORK TERMS OF SERVICE

## IMPORTANT:

PlayStation Network is not for children younger than 7.

If you are 7 to 17 years old, your parent or legal guardian ("**Responsible Adult**") must read and accept these Terms for you. You can read them too. Ask your Responsible Adult to explain anything you do not understand. You can also read the PSN Rules at [www.playstation.com/legal/PSNTerms/](http://www.playstation.com/legal/PSNTerms/). The Rules are shorter than these Terms. They help you understand the most important bits.

AS A CONSUMER YOU MAY HAVE RIGHTS UNDER APPLICABLE LOCAL LAWS THAT CANNOT BE EXCLUDED, LIMITED OR CHANGED. THOSE RIGHTS TAKE PRIORITY OVER ANYTHING IN THESE TERMS.

## BEFORE YOU START USING YOUR ACCOUNT.

Read these Terms. We will rely on these Terms when dealing with you. We may suspend an account if the account holder breaches these Terms. If you have any questions, contact our customer services – see section 30.

## 1. When do these Terms apply?

1.1. These terms apply to every account for PlayStation Network and all use of that account.

## 2. What is PlayStation Network?

2.1. PlayStation Network is also called PSN. PSN is a service delivered over the internet. It connects you with other players and provides access to a range of services. To use PSN you need an account. There is no charge for creating an account but there is a charge for some services available via PSN.

## 3. Who are we?

3.1. We are Sony Interactive Entertainment Network Europe Limited, company number 06020283 ("**SIENE**"). SIENE is incorporated in England and Wales.

3.2. If you live in the European Economic Area we act through our branch in the Netherlands at Olympia 1, 1213NS Hilversum, Netherlands under establishment number 000051647869.

## 4. Who can create an account for PSN?

4.1. Only people aged 7 and over can have an account.

4.2. If you are 7 to 17 years old, you need your Responsible Adult to agree to you having an account and help you to create it.

4.3. If you are 18 or over you can create an account by yourself. Create your account first. Then create separate accounts for each child for whom you are the Responsible Adult. Set Parental Controls on each Child Family Member Account to tailor their activity. For more detail, see section 11 below.

## 5. What happens if you breach these Terms?

5.1. We may take various actions as set out in section 24, including suspending your account. While suspended, you will not be able to use PSN. That means you will not be able to use some Products, even those you paid for.

## 6. Your commitment to us.

6.1. You must be honest with us. Give us accurate personal information about yourself and any Child Family Members. Keep that information up to date via account management.

### 6.2. Why it matters

6.2.1. This is important because we rely on the information you provide. We send important information to the email addresses you give us. We use your Child Family Member's date of birth to tailor their experience.

6.2.2. If you give us false information we may suspend the affected accounts. For example, we may suspend adults accounts if children are using them. When that happens, you lose access to PSN and some Products, even paid for ones. You can contact customer services to understand why you or a Child Family Member has been suspended and what you can do.

## 7. Defined Words and Phrases.

**“Approved Payment Method”**: the payment methods we accept on PSN.

**“Authorised Systems”**: any of our games consoles. That includes original PlayStation, PlayStation®2, PlayStation®Portable, PlayStation®3, PlayStation®Vita, PlayStation®TV, PlayStation Classic, PlayStation®4 and PlayStation®5.

**“Child Family Member Account”**: an account for someone whose date of birth indicates they are under 18. A Child Family Member Account has some functionalities determined by age and comes with a range of Parental Controls which the Family Manager or Guardian can set. See section 10. On PS3 and PS Vita the term sub account has the same meaning as Child Family Member Account.

**“Child Family Member”**: someone with a Child Family Member Account.

**“Code of Conduct”**: how you must behave on PSN, as set out in section 12.

**“Family Manager”**: the adult account holder who creates a Child Family Member Account is the Family Manager. An adult account holder who invites other adult account holders to join their “family” is also a Family Manager.

**“Family Member”** any account holder who belongs to a “family”.

**“Guardian”**: an adult Family Member nominated by the Family Manager who can set Parental Controls for Child Family Members.

**“Parental Controls”**: settings enabling a Family Manager or Guardian to tailor the experience of Child Family Members. Find more information about Parental Controls at: [www.playstation.com/safety](http://www.playstation.com/safety).

**“Products”**: all the digital content and digital services available via PSN. Products may be free or paid-for. Products include games, music, movies, subscriptions, PSN Wallet top up service and funds, virtual communities (where you can interact with other players) and more. Available Products vary depending on which system you are using and where you live. Some Products may not be available in your preferred language.

**“PSN Wallet”** holds the funds you add to your account to spend on the PlayStation Store.

**“Responsible Adult”** the parent or legal guardian of a child.

**“Terms”** these PlayStation Network Terms of Service.

**“User Generated Content”**, also called **“UGC”**: text, messages, comments, pictures, photographs, voice, music, videos, game assets, game videos and game-related information and other materials (i) created by you or others on PSN and/or (ii) shared by you or others via PSN.

**“Wallet Funds”** funds in your PSN Wallet.

**“Wallet Top Up”** buying Wallet Funds or redeeming a voucher for Wallet Funds.

## 8. What other terms apply when you use PSN?

8.1. In addition to these Terms, the following terms apply and form part of your contract with us:

8.1.1. PlayStation Privacy Policy (explains what data we collect and how we use and share it).

8.1.2. System Software Licence (governs use of the software embedded in an Authorised System).

8.1.3. Software Usage Terms (govern your use of PlayStation game and application software developed to operate on one or more of the Authorised Systems).

8.1.4. PlayStation Stars Terms (governs your membership and use of PlayStation Stars).

8.2. Find those documents at [www.playstation.com/legal/PSNTerms/](http://www.playstation.com/legal/PSNTerms/).

8.3. To access some Products (e.g. games and services) you must agree specific terms notified to you by us or the publisher of that Product.

8.4. If you fail to obey any of the terms mentioned above you will breach these Terms.

## 9. Your account security.

9.1. We use appropriate technical measures to secure PSN and the information we hold about you.

9.2. You must play your part too. You are responsible for all use of your account, unless:

9.2.1. someone else used the account because we failed to use appropriate technical measures to secure PSN or the information we hold about you; or

9.2.2. someone else used the account but you had taken reasonable steps to prevent that happening including those in section 9.3.

9.3. Some steps to stop others using your account:

9.3.1. Sign-out of your account at the end of each session.

9.3.2. Set a passcode to prevent anyone with access to your Authorised System logging in to your account.

9.3.3. Use a strong password, different from any you use for other online services, and turn on “Require Password at Checkout” to prevent others spending on your account.

9.3.4. Never share your account details with anyone else.

9.3.5. Never let anyone else use your account, not even a family member or friend.

9.4. What if something goes wrong?

9.4.1. Change your password immediately if you think anyone else knows it.

9.4.2. Notify us immediately if you think someone else has control of your account.

9.4.3. Notify law enforcement if you are a victim of crime in relation to the PSN. (For example, someone else using your payment details on PSN.)

## 10. Your Child Family Members.

10.1. You must create a separate Child Family Member Account for each child. Set appropriate Parental Controls for each. See section 11.

10.2. Child Family Members have access to our PlayStation Store. See section 14. One of the Parental Controls is a monthly spend limit. We set it to zero. You can increase it. Only allow Child Family Members a monthly spend limit higher than zero if you are satisfied they are able to understand the purchase flow and make purchase decisions up to that value.

10.3. By setting a spend limit for a Child Family Member (or appointing a Guardian who does so), you are telling us:

10.3.1. the child can understand (i) the concept of a purchase; (ii) the cost; and (iii) an online purchase flow; and

10.3.2. you pre-approve and agree to pay for all PlayStation Store purchases by that Child Family Member up to the spend limit.

10.4. For each Child Family Member Account, you must:

10.4.1. provide accurate information – see section 6 – including age;

10.4.1.1. Why? This affects how we deal with them. We will use their age to tailor what they can see, buy and do on PSN. However, not all Products available via PSN are rated and some contain adult language and material which your Child Family Members may see.

10.4.2. explain to your Child Family Member how they should behave when using the PSN or dealing with us or the PSN community – see our Code of Conduct in section 12 – how to protect themselves and their account;

10.4.3. set appropriate Parental Controls – see section 11;

10.4.4. appropriately monitor their use of the PSN;

10.4.4.1. Why? Your Child Family Members may receive communications from other PSN users that will not be copied to you.

10.4.5. agree to supervise, and therefore accept responsibility for, your Child Family Member's Account(s) activity to ensure they comply with these Terms. This will not apply:

10.4.5.1. if someone else used the account because we failed to use appropriate technical measures to secure PSN or the information we hold about your Child Family Members; or

10.4.5.2. if someone else used the account but you and your Child Family Member had taken reasonable steps to stop that happening.

## 11. Parental Controls.

11.1. We offer a variety of Parental Controls. You can read about them at [www.playstation.com/safety](http://www.playstation.com/safety).

11.2. Important information about our Parental Controls:

11.2.1. Guardians can set Parental Controls and adjust the ones you've set.

11.2.2. We will not notify you of Parental Control changes made by Guardians.

11.2.3. Only appoint Guardians you completely trust.

## 12. Code of Conduct.

12.1. You and your family members must follow our Code of Conduct in all dealings with us and other members of the PSN community. Read this carefully and help us keep PSN the best place to play for everyone.

✓ **Be inclusive.**

PSN is for everyone, regardless of gender identity, sexual orientation, race, ethnicity, nationality, colour, immigration status, social and economic class, educational level, shape and size, family status, political belief, religion, and mental and physical ability, or any other attribute that people use to label others or divide communities.

**Do not** do or say anything hateful. For more information, please visit [playstation.com/hate-speech-policy](http://playstation.com/hate-speech-policy).

**Do not** threaten, harm, or alarm anyone or encourage anyone else to do so.

**Do not** bully, harass, or stalk anyone.

✓ **Be sensible. Follow the law.**

- ☒ **Do not** be vulgar or offensive.
- ☒ **Do not** encourage anyone to hurt themselves or someone else.
- ☒ **Do not** threaten, condone, perform, or promote any illegal acts.
- ☒ **Do not** impersonate anyone else.
- ☒ **Do not** infringe anyone's privacy or spread lies about anyone.
- ☒ **Do not** infringe anyone's intellectual property.

✓ **Be kind.**

Help each other out. Remember you were new once too. You can help make someone's early gaming and community experiences good ones by being considerate.

✓ **Be respectful.**

We know we can't expect everyone to agree all the time. Disagree respectfully or walk away.

- ☒ **Do not** do anything to harm the PlayStation brand or PSN community.

✓ **Be responsible.**

If you believe you have found a vulnerability in PSN products or services, tell us so we can fix it. Please visit [HackerOne.com/PlayStation](https://HackerOne.com/PlayStation) for information on our BugBounty program.

- ☒ **Do not** use the PSN or any of its products for, or associate them with, spam or any commercial activity.
- ☒ **Do not** share, buy, sell, rent, sub-licence, trade, or transfer any accounts, account details, or other credentials.

✓ **Be a team player.**

- ☒ **Do not** disturb or interrupt gameplay.

- ☒ **Do not** cheat.

- ☒ **Do not** use any bugs, glitches, vulnerabilities, or unintentional mechanics in products or PSN to get an advantage.

- ☒ **Do not** phish for or harvest any accounts, account details, or other credentials.

- ☒ **Do not** forward recommendations or offers to your contacts without their permission.

- ☒ **Do not** share or send information that misleads others.

✓ **Be discreet. Keep it decent.**

Always use common sense and good manners. Things you say and do online affect other people and have real world consequences. Think before you post anything online. Beware that information you put online can spread and may be seen by people you didn't expect would see it.

- ☒ **Do not** reveal personal information about other people or yourself. It makes you and them vulnerable. Personal information includes, but is not limited to, social network handles, messaging app profiles, phone numbers, email addresses, and real-world addresses like your home, school, or temporary location.

- ☒ **Do not** share material that is pornographic, obscene, or that depicts extreme or abhorrent violence.

- ☒ **Do not** share or threaten to share any image or other media of another person without their consent.

✓ **Help us ensure PSN is the best place to play.**

We are committed to providing a safe and welcoming environment. If you breach this Code, or your conduct off PSN gives us reason to believe you may endanger the safety or well-being of our community, we may take any action as reasonably necessary to protect PSN and our players.

If you believe someone has breached the Code of Conduct, tell us so we can take action to help keep PSN and our community safe. It is particularly important to tell us if you think there is a risk anyone could get hurt in real life. If you see someone else misbehaving:

- ✓ Report them to us using our contextual grief reporting tools. For more information on grief reporting and blocking, please visit [playstation.com/reporting](https://playstation.com/reporting) and [playstation.com/blocking](https://playstation.com/blocking).

- ✓ If you engage with them, stay calm and respectful. Lead by example and don't breach this Code yourself.

- ☒ **Do not** submit false grief reports or otherwise abuse the grief reporting system.

✓ **Follow any specific rules for each product.**

For more information, find additional resources at [playstation.com/safety](https://playstation.com/safety) and [playstation.com/behavior](https://playstation.com/behavior).

## 13. Do we track what you do online?

13.1. Yes, but we can't track all activity and we make no commitment to do so.

13.2. We may track and record your PSN activity and remove any of your UGC that breaches these Terms, without further notice to you. Other users may record things they see and send them to us.

13.3. Information we get can include your content, voice and text communications, gameplay videos, the time and location of your activities, your real name, your PSN Online ID and IP address.

13.4. We (or our affiliated companies) use that information to enforce these Terms, to comply with the law, to protect our rights and those of our licensors and users, and to protect our community. We may pass this information to the police or other appropriate authorities.

13.5. See our Privacy Policy at [www.playstation.com/legal/PSNTerms/](http://www.playstation.com/legal/PSNTerms/) for more details about this use of your information.

## **14. PlayStation Store.**

14.1. All accounts can access PlayStation Store.

14.2. Everything you buy from PlayStation Store, you buy from us. That includes Wallet Funds and anything bought using Wallet Funds.

14.3. You can pay using PSN Wallet funds or an Approved Payment Method.

14.4. The currency and price displayed is inclusive of any indirect taxes. You must pay any import VAT and duties, foreign exchange and bank or card charges that apply (if any).

14.5. Child Family members:

14.5.1. We filter the rated content a Child Family Member can see and buy on PlayStation Store based on their date of birth and any Parental Controls you set.

14.5.2. The cost of Products Child Family Members buy comes out of your PSN Wallet, up to the monthly spend limit you set for each Child Family Member (see section 10.3.2). If you do not accept this, do not change the Child Family Member's spend limit from the default of zero and do not appoint a Guardian who can change it.

14.5.3. Child Family Members cannot instigate a charge to your credit card. Their purchases will only be successful if you have enough funds in your PSN Wallet.

## **15. Shopping on PlayStation Store.**

15.1. Make sure your Child Family Members understand how PlayStation Store works. What follows applies to them as well as you, except where indicated.

15.2. We guide you through the buying process from Product choice to purchase confirmation via a series of screens and instructions.

15.2.1. Read the information we show you during your purchase carefully. It affects the cancellation rights you may otherwise have under applicable local laws – see section 16.

15.3. The last button press is “Order and Pay”. When you press that button:

15.3.1. If your Wallet Funds are enough to pay the price, we deduct the funds from your PSN Wallet;

15.3.2. If you have some but not enough Wallet Funds to pay the price, we take those and charge the balance to your Approved Payment Method. (Does not apply to Child Family Members);

15.3.3. If you have no Wallet Funds, we charge the full price to the default Approved Payment Method stored on your account. (Does not apply to Child Family Members); and

15.3.4. You send the order to us.

15.4. If we cannot fulfil your order we will refund any sums deducted from your:

15.4.1. PSN Wallet to your PSN Wallet;

15.4.2. Approved Payment Method to that payment method unless it is one of the Approved Payment Methods for which we cannot do that. In those cases, we refund to your PSN Wallet.

15.5. You buy a personal licence to use Products for private use. Your licence to use games is not transferrable unless your local applicable laws say it must be.

15.5.1. This means you can use a Product in the ways described in the licence but do not own the Product.

15.5.2. We tell you where to find the licence terms during the purchase flow.

15.6. If you delete or close the purchasing account, you may lose access to and use of the Product.

15.7. If a third party published the Product, you may need to associate or link your account for PSN to an account you hold with that third party to use the Product. The Product may become linked to that third party account as well as the purchasing account. If you unlink the third party account from your account for PSN or if your third party account is closed or deleted, you may lose access to the Product.

## **16. Can I cancel my purchases just because I changed my mind?**

16.1. Yes, in limited circumstances and when you request it within certain timeframes. See our Cancellation Policy at [www.playstation.com/store-cancellation-policy](http://www.playstation.com/store-cancellation-policy).

16.2. Read the information we show you during your purchases carefully. When you buy, we provide information and follow a process which limits the change-of-mind cancellation rights you might otherwise have under applicable local laws.

16.3. Change-of-mind cancellation rights explained. In some countries, local law says that, when you buy Products online, you have time to change your mind, cancel your purchase and get a refund. In countries of the European Economic Area, for example:

16.3.1. When you buy digital content (like a game or movie), you can cancel for any reason within 14 days of your transaction

16.3.2. When you buy services (like a subscription or Wallet Funds), you can cancel for any reason within 14 days of your transaction.

16.3.3. But, the law also says that, if you consent to immediate delivery of the digital content or immediate supply of the service, we can provide them immediately and limit your right to cancel those orders provided we explain to you how that affects your cancellation rights.

16.3.4. Because most of our customers want to use their purchases straight away, we design our purchase flows to get your consent to immediate delivery of digital content and services and we provide you with clear information about how that affects your cancellation rights.

16.4. So, unless a Product is faulty or you have other rights to cancel your order under applicable local laws, when you shop with us:

16.4.1. You will not be able to change your mind and cancel your digital content purchase once you begin to download the content; and

16.4.2. You can change your mind and cancel your Subscription service purchases within 14 days of purchase but the amount we refund can be less than your purchase price (to account for the use you have had of the service).

## **17. PSN Wallet.**

17.1. You can only use Wallet Funds to buy Products from PlayStation Store. We are not a bank and the PSN Wallet is not a bank account. Wallet Funds do not earn interest.

## **18. Payment Methods.**

18.1. We store your credit and debit card and PayPal account details when you use them for a transaction. We use them for future purchases unless you delete them through your account settings.

18.2. We do not store your payment card's 3-digit security number. You do not need to enter it for future purchases.

18.3. For other Approved Payment Methods you may need to enter the details each time you buy something.

18.4. When you buy a Product using mobile billing your mobile network provider charges you the amount of the purchase. They may charge you their standard messaging rate on top.

## **19. Chargebacks.**

19.1. A chargeback happens when your payment service provider (i.e. the supplier of your payment method such as a bank, or PayPal), reverses a payment you made. A chargeback of a sum paid to us for Products we provided results in a debt to us equal to the amount of the chargeback.

19.2. As a chargeback can indicate you suspect fraud or account take-over, we will suspend your account or console to protect it while we investigate. If there is no lawful reason for the chargeback, your account will remain suspended until the debt is repaid. We may deduct funds from your PSN Wallet to pay any debt owed by you to us.

## **20. Special Terms applying to some Products.**

### **General.**

20.1. Products we sell may not work with Authorised Systems and software licensed for sale outside of Europe, the Middle East, Africa, India, Russia and Oceania.

20.2. Unless otherwise specified, all Products are for non-commercial, home use only.

### **Games.**

20.3. Some games and apps let you buy:

20.3.1. Products from the PlayStation Store; or

20.3.2. other things directly from the publisher of the game or app.

20.3.2.1. You cannot use Wallet Funds to buy anything from the publisher and you will need to register a payment method with them.

20.3.2.2. The spend limit on a Child Family Member's account only applies to purchases from PlayStation Store.

20.4. Some Products offer online services like online multiplayer, leaderboards or communication facilities.

20.4.1. To access online multiplayer you (or another account which has designated your PS4 as its “primary console” or, if you have a PS5, has enabled the “Offline & Homeshare” setting on your PS5) need to have an active PlayStation Plus subscription.

#### **Subscriptions.**

20.5. Subscriptions continue indefinitely. We charge you on-going fees automatically on a regular basis until cancelled. We explain the on-going fees, the billing frequency and how to cancel before you buy. We email you before each payment is due.

20.6. Trials roll into paid-for subscriptions. We charge you subscription fees unless your subscription is cancelled before the end of the trial period. We explain this, the on-going fees, the billing frequency and how to cancel before you take out a trial.

20.7. If you do not have enough Wallet Funds to pay a recurring subscription fee, we charge the balance to your default payment method (if any).

20.7.1. This does not apply to purchases made by Child Family Members.

20.8. At the end of each billing period and at the end of a trial, we take the subscription fees for the next period. This will not happen if:

20.8.1. You cancel the subscription before the end of the trial or current billing period.

20.8.2. You do not have enough funds in your PSN Wallet and you do not have a registered payment method.

20.8.3. We discontinue the subscription for any reason.

20.9. If your payment for a subscription fails we may continue trying to take payment from you over the next few days.

20.9.1. You may be able to access the subscription service during that period.

20.9.2. Your billing period will not change. If a payment retry is successful, your next payment date will be the same as if your initial payment had not failed.

20.10. We may change the on-going cost of a subscription (up or down) to reflect changes in the subscription product, to reflect our costs in providing the subscription, to ensure the subscription continues to be a viable service or to respond to market changes, such as changes to exchange rates, local taxes or inflation.

20.10.1. We will notify you by email at least 60 days in advance of any price increase, telling you the new cost and the date from which the new cost will apply. You will be able to cancel before the price rise takes effect.

20.11. If you already have a subscription (whether paid or as part of a free trial) and you buy another subscription for the same service, your current subscription will end at the end of the current billing period and the new subscription will begin.

20.12. The package of Products in a subscription may vary throughout your subscription period. Age, geographic and other restrictions mean you may not be able to access all Products in the package. Some Products may be available to non-subscribers separately.

#### **Pre-Orders.**

20.13. You must pay for pre-orders on the date you place your pre-order.

20.14. You can cancel your pre-order and get a refund as explained at the point of purchase and section 16. If you cancel a pre-order you will no longer be entitled to any promotional products offered with the pre-order.

#### **Virtual Currency.**

20.15. Some games include fictional currencies (“VC”). Depending on the game you can earn VC through gameplay or buy it from PlayStation Store. You can exchange it in-game for other in-game items, experiences or functionality.

20.16. You must not:

20.16.1. sell, purchase, transfer or use VC outside of the game;

20.16.2. wager with or for VC (for example “skin betting”) unless the game provides that functionality;

20.16.3. exchange or redeem VC for money or money’s worth.

20.17. Each game publisher determines how their VC works and what you can do with it. See the game publisher’s terms for details.

## **21. Content You Create and Share.**

21.1. Some Products allow you to share your UGC with us and other players.

21.2. You own your UGC. However you must not commercially exploit it without consent. You need consent from us and, where relevant, the publisher of the Product. This is because the way you make and share your UGC means your UGC may be bound up with software or intellectual property belonging to us and the publisher of the Product.

21.3. When you share your UGC:

- 21.3.1. We may make it visible across the PSN.
- 21.3.2. We may make it visible in other places like our websites and those of our affiliated companies.
- 21.3.3. We and our affiliated companies may alter your UGC for various reasons, including to add your Online ID (or your real name if you choose to use it) so others know it is yours, to ensure it displays well on various devices and so on.
- 21.3.4. Others can interact with it and do things to it like comment on it, alter it, delete it or reshare it.
- 21.3.5. We and our affiliated companies may:
  - 21.3.5.1. license, sell and otherwise commercially exploit your UGC (for example, selling subscriptions to access your UGC alone or in combination with other UGC);
  - 21.3.5.2. receive advertising revenue in connection with UGC;
  - 21.3.5.3. use your UGC in the promotion of Products and any other PlayStation® products and services;
  - 21.3.5.4. alter or delete your UGC where necessary to comply with the law or exercise our rights under these Terms.
- 21.4. We do not pay you for using your UGC as described in section 21.3.
- 21.5. By sharing UGC you are telling us you have all rights necessary to such UGC and to grant the rights set out in this section 21.
- 21.6. The licence for a Product may tell you more about how UGC sharing works for that Product.

## **22. Do we ever change PSN or change Products after you buy them?**

- 22.1. Sometimes, yes, but only where it is reasonable because it is minor and justified. For example, we may change PSN and Products from time to time:
  - 22.1.1 to ensure the PSN or Products are working as intended (e.g. fix bugs and glitches and to improve efficiency);
  - 22.1.2 for security reasons;
  - 22.1.3 to adapt the PSN or Product to a new system or technical environment;
  - 22.1.4 to improve the PSN or Product. This may include updating in-game items, in-game levels and tasks or changing the rewards for completing in-game activities; or
  - 22.1.5 to adapt the PSN or Product to a change in number of users and/or to ensure the commercial viability of the PSN or Product.

## **23. Closing your account.**

- 23.1. You may close your account by contacting us using the details at section 30.
- 23.2. If you have not used your account for at least 36 months we may take steps to close it. In that case, we will contact you via the email address registered to your account and give you 6 months to either log in to your account or contact us and tell us to keep your account open.
- 23.3. After your account is closed, you will not be able to access the PSN or use the Products purchased with that account. Account closure is irreversible.

## **24. What we do if you breach these Terms or we think your account is compromised?**

- 24.1. If we have evidence to conclude that
  - 24.1.1. either:
    - 24.1.1.1. you;
    - 24.1.1.2. one of your Child Family Members; or
    - 24.1.1.3. the holder of any account that you permit to use your Authorised System; has breached these terms of service; or
    - 24.1.1.4. your account has been compromised (e.g. when you instigate a chargeback citing fraud);
- the actions we may take, and the duration of those actions, will be limited to what is objectively necessary to protect you, our interests and those of other users.
- 24.2. We may take action against account holders who are responsible for or are affected by the breach. This could include:
  - 24.2.1. any Authorised System you use;
  - 24.2.2. your accounts;
  - 24.2.3. your Child Family Member Accounts; and
  - 24.2.4. any other accounts on an Authorised System you use.
- 24.3. Our actions may include:
  - 24.3.1. resetting account passwords;
  - 24.3.2. suspending subscriptions;



- 24.3.3. suspending access to some or all Products;
  - 24.3.4. suspending accounts;
  - 24.3.5. uploading updates to the Authorised Systems intended to stop unauthorised use;
  - 24.3.6. preventing Authorised Systems connecting to PSN; and
  - 24.3.7. bringing, initiating and/or participating in government, criminal and/or private legal action against you.
- 24.4. If we delay acting or fail to act in response to any breach, it will not stop us acting at a later date for that or any other breach.

## **25. Our liability to you when things go wrong.**

25.1. As a consumer, you may have rights under applicable local laws that cannot be excluded, limited or changed. Those rights take priority over anything in this section 25.

25.2. These Terms do not:

25.2.1. affect any statutory guarantees or warranties you have as a consumer under local applicable laws; or

25.2.2. exclude or limit our liability in any way unless we are allowed to do so under your applicable local laws.

25.3. If you are a consumer we have unlimited liability for the following:

25.3.1. **Reason:** If we cause death or personal injury by our negligence or the negligence of our employees, agents or subcontractors.

**Our Liability:** Unlimited.

25.3.2. **Reason:** If the liability is caused by our deliberate breach, our fraud, our fraudulent misrepresentation, or our behaviour is grossly negligent.

**Our Liability:** Unlimited.

25.4. Subject to sections 25.1, 25.2 and 25.3, we limit our liability to you as follows:

25.4.1. **Reason:** If we fail to deliver any Product.

**Our Liability:** We will refund the amount you paid for the Product.

25.4.2. **Reason:** If we deliver a Product but it is faulty.

**Our Liability:** You will have the remedies available to you under the statutory warranties in your country of residence. In addition, we commit to the following:

If a Product is faulty, we will always try to get it fixed or replace it.

However, if the Product is so faulty that you have a right to reject it under applicable local law and you choose to reject, we will give you a full refund. If you choose to keep it, we will provide you with a partial refund. If you prefer you can have a replacement Product.

If you don't have a right to reject the Product but we can't get it fixed or replace it within a reasonable time, or without causing you significant inconvenience, we will provide you with a full or partial refund.

We will calculate a partial refund as the difference between the price of the Product and the value of the Product as delivered.

You may also have a right to compensation for reasonable, foreseeable loss or damage caused by the faulty Product.

How Products are fixed.

If a Product is faulty, it can usually be fixed by a process called patching. Patching updates the code over the internet. We sell Products that we do not make so we need someone else to patch them for us. We will always try to ensure they do so and do so in a reasonable time.

25.4.3. **Reason:** Malicious or unauthorised use of the PSN, your account, your Child Family Member Accounts or Products including the activity of hackers.

**Our Liability:** Unless this is caused by our negligence or the negligence of our employees, agents or subcontractors, we have no liability to you.

25.4.4. **Reason:** Temporary inability to use the PSN.

**Our Liability:** Unless this is caused by our negligence or the negligence of our employees, agents or subcontractors, we have no liability to you.

25.4.5. **Reason:** If you close your account because you will not accept a material change to these Terms, the Software Usage Terms or our Privacy Policy or if we permanently close the PSN.

**Our Liability:** We will refund your unused PSN Wallet funds and a pro-rated refund for any unexpired periods of your subscriptions.

25.4.6. **Reason:** Any event outside our reasonable control (also known as "Force Majeure" or "Act of God").

**Our Liability:** We have no liability to you.

25.4.7. **Reason:** Damage that would have been avoided if you:

- followed our advice to apply an update offered to you free of charge; or

- followed installation instructions; or
- had the minimum system requirements in place.

**Our Liability:** We have no liability to you.

25.4.8 **Reason:** Business losses including loss of profit, loss of business, business interruption or loss of business opportunity.

**Our Liability:** We have no liability to you.

25.4.9 **Reason:** Any loss you suffer that was not caused by our breach of these Terms and which is not otherwise covered above.

**Our Liability:** We have no liability to you.

25.4.10 **Reason:** In any cases not covered above.

**Our Liability:** Our liability will not be more than £100 (or local currency equivalent) or, if higher, the amount of unused Wallet Funds.

25.5. To the extent you are using the PSN other than as a consumer:

25.5.1. we do not limit our liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) our fraud or fraudulent misrepresentation; (iii) deliberate breach; (iv) any liability that cannot be limited or excluded under applicable local laws.

25.5.2. subject to section 25.5.1, we accept no liability for (i) loss of profit; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of or corruption of software; (vi) data or information; (vii) loss of or damage to goodwill; and (viii) any indirect or consequential loss.

25.5.3. subject to section 25.5.1, our total liability to you under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty or otherwise will not be more than £100 (or local currency equivalent) or, if higher, the amount of unused Wallet Funds.

## **26. Ownership and Use of Intellectual Property Rights (“IP”)**

26.1. We own or hold licences to all IP in Authorised Systems, PSN and our Products.

26.2. Other people own or hold licences to all IP in their Products.

26.3. You must use Authorised Systems, PSN and Products ONLY:

26.3.1. in the ways set out in these Terms or the Product licence; unless

26.3.2. expressly allowed under applicable local law.

26.4. We take protection of our IP and the security of our Authorised Systems, PSN and Products seriously and pursue people who threaten them.

26.5. Do not use stolen or illegally acquired Authorised Systems or Products.

26.6. Do not do any of the following in connection with Authorised Systems, PSN or Products:

26.6.1. emulate them;

26.6.2. disrupt their operation;

26.6.3. use any unauthorised hardware or software;

26.6.4. avoid any authentication, encryption or security measures;

26.6.5. access any information that does not belong to you or a Child Family Member;

26.6.6. share, buy, sell, rent, sub-licence, trade, transfer, phish for or harvest any accounts or account details or other credentials; or

26.6.7. help anyone else to do any of these things.

26.7. Do not create derivative works from the Authorised Systems, PSN or Products.

26.8. Do not hack, crack, decrypt, reverse engineer, decompile or disassemble the Authorised Systems, PSN or any Product or help anyone else to. This restriction applies to the fullest extent permitted under mandatory applicable local law.

26.9. Do not use Authorised Systems, PSN and Products commercially, charge for their use or make any public performance without consent of the IP owner.

26.10. If you use the advertised features of an Authorised System, the PSN or a Product in accordance with the licence to it, you will not breach sections 26.7, 26.8 and 26.9.

26.11. Before you try to do anything that is not permitted under these Terms, we recommend you seek legal advice to confirm it is expressly allowed under applicable local laws.

## **27. Do we ever change these Terms? And what happens then?**

27.1. Yes, we may make changes to these Terms.

27.2. If the changes are reasonable because they are minor and justified, we will give you reasonable notice of the changes, for example by a posting when you sign in to the PSN, by PSN message or by email ,

27.3. For any other changes, we will ask you to accept the new Terms before you log into the PSN again. If your Child Family Member is the main user, you may have to accept before they can log in again too.

## **28. How are these Terms enforced?**

28.1. If you are using the PSN as a consumer in the European Economic Area:

28.1.1. these Terms, any contracts formed in accordance with them and any disputes we may have in connection with them will be governed by and determined according to the laws of the Netherlands but you will have the additional protection of the mandatory laws of the country in which you live. The mandatory laws of the country in which you live take priority over the laws of the Netherlands.

28.1.2. we can enforce these Terms in a court of competent jurisdiction in the country in which you live.

28.1.3. you can enforce these Terms in a court of competent jurisdiction in the country in which you live, in England and Wales where our company (SIENE) is incorporated (under company registration number 06020283), or in the Netherlands where our company is registered as a branch (under branch establishment number 000051647869).

28.2. If you are using the PSN as a consumer outside of the European Economic Area:

28.2.1. these Terms, any contracts formed in accordance with them and any disputes we may have in connection with them will be governed by and determined according to the laws of England and Wales but you will have the additional protection of the mandatory laws of the country in which you live. The mandatory laws of the country in which you live take priority over the laws of England and Wales.

28.2.2. we can enforce these Terms in a court of competent jurisdiction the country in which you live.

28.2.3. you can enforce these Terms in a court of competent jurisdiction in the country in which you live, or where our company is registered.

28.3. To the extent you are using the PSN other than as a consumer:

28.3.1. these Terms, any contracts formed in accordance with them and any disputes we may have in connection with them will be governed by and determined according to the laws of England and Wales; and

28.3.2. the courts of England and Wales will have exclusive jurisdiction.

## **29. Can anyone else enforce these Terms?**

29.1. No. These Terms do not create any rights that are intended to be enforced by a third party.

## **30. Questions?**

30.1. If you have any questions, contact us.

30.2. For online support (help pages and an online contact form): [www.playstation.com/get-help/contact-us/](http://www.playstation.com/get-help/contact-us/). To write to us the old-fashioned way use: Sony Interactive Entertainment Network Europe Limited, 10 Great Marlborough Street, London, W1F 7LP, UK.

30.3. When you contact us, we expect our staff to be polite and respectful. We expect the same of you. If you are rude to or abuse or threaten our staff we may restrict you to contacting us by email or refuse to support you any further. If your behaviour suggests a risk to our staff, our community or our business we may suspend your account and escalate the matter to law enforcement.

Version 11 Last updated: December 2022