

Software Usage Terms

1. Who are we?

1.1. We are Sony Interactive Entertainment Europe Limited (with company number 03277793) of 10 Great Marlborough Street, London, W1F 7LP, United Kingdom.

2. Defined Terms

2.1. **“Authorised Systems”** means any of PS one, PlayStation®2, PlayStation®Portable, PlayStation®3, PlayStation®Vita, PlayStation®TV and PlayStation®4 systems.

2.2. **“PSN”** means the PlayStation®Network.

2.3. **“Software”** means PlayStation game and application software developed to operate on one or more of the Authorised Systems.

2.4. **“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.

3. When do these Software Usage Terms apply?

3.1. These Software Usage Terms (**“Terms”**) apply to your use of all Software on Authorised Systems. This includes your use of PlayStation™Now, which allows you to access Software via devices such as PCs and Smart TVs.

4. Software is Licensed

4.1. When you purchase Software, you are granted a licence to use that Software as described in these Terms, but you do not acquire ownership of the Software. If you do not comply with these Terms we can terminate the Software licence granted to you under these Terms, which means you will no longer have the right to use the Software.

5. Who Licenses the Software to me?

5.1. There are two types of Software:

5.1.1. software published, and licensed to you, by us; and

5.1.2. software published, and licensed to you, by other companies.

5.2. The publisher is identified either:

5.2.1. on the box - for Software on a physical disc such as DVD, Blu-ray Disc or PS Vita Card (**“Disc-based Software”**); or

5.2.2. in the product description - for Software made available on the PlayStation®Store or on such other digital retail stores as we approve from time to time (**“Digital Software”**).

5.3. If we are the publisher of the Software, we license you to use it on these Terms and any other specific terms we tell you about in relation to specific Software.

5.4. If another company is the publisher of the Software, they license you to use it on terms which include, but may not be limited to, these Terms. That company may tell you about other terms it imposes on your use of its Software, in which case those terms apply in addition to these Terms, not instead of them. In the case of any conflict between the additional terms and these Terms, these Terms apply.

6. Limitations on Your Use of Software

6.1. Your licence to use Software is a non-exclusive, non-transferrable, personal licence to use the

Software for private use only on the applicable Authorised Systems (as indicated on the box for Disc-Based Software, in the product description for Digital Software or otherwise notified by us to you from time to time) and only in Europe, the Middle East, Africa, India, Russia and Oceania.

6.2. You must not use Software commercially, broadcast it, charge for its use or make other public performance of it without express permission from us and, if the publisher is another company, additionally from the publisher.

6.3. You must not lease, rent, sublicense, publish, modify, adapt, or translate any portion of the Software.

6.4. You must not emulate the Software.

6.5. To the fullest extent permitted by law, you must not reverse engineer, decompile, disassemble or copy any portion of the Software, or create any derivative works, or otherwise attempt to create source code from Software object code.

6.6. You must not use any means to bypass or disable any encryption, security, or authentication mechanism for the Authorised Systems or any Software, or to gain unauthorised access or to interfere with any account, service, hardware, software or network connected to the PSN.

6.7. You must not use stolen or illegally acquired Authorised Systems or Software.

6.8. Use of the community features provided by your Authorised System and authorised Software published for use on it in accordance with the applicable agreements described in clause 10.1 will not breach clauses 6.2 and 6.5 of these Terms.

7. Resale

7.1. You must not resell either Disc-based Software or Digital Software, unless expressly authorised by us and, if the publisher is another company, additionally by the publisher.

8. Age Ratings

8.1. If Software displays an age rating, it means it contains content that is unsuitable for anyone below that age. If you are a parent or guardian, see www.playstation.com/safety for information on how to stop games rated above a certain level running on your PlayStation®Portable, PlayStation®3, PlayStation®Vita or PlayStation®4 system.

8.2. If you, or an account-holder for whom you are responsible, have a registered age below the age rating indicated on specific Software, we may prevent you or that account-holder, viewing, purchasing or using that Software. In respect of games Software, we may prevent you or that account-holder using online modes of that game, even if the offline modes are playable on your PlayStation®Portable, PlayStation®3, PlayStation®Vita or PlayStation®4 system.

9. Privacy and Using Software Online

9.1. The PSN allows you to use your Software online. When you use the PSN:

9.1.1. the PSN Terms of Service and User Agreement ("**Terms of Service**") which you entered into with Sony Interactive Entertainment Network Europe Limited when you created your account for the PSN ("**Account**") applies in addition to these Terms. The current Terms of Service can be found at www.playstation.com/legal/PSNTerms;

9.1.2. we and Sony Interactive Entertainment Network Europe Limited may collect information about you. An explanation of how your personal information is used can be found in the PlayStation Privacy Policy. You can find the Terms of Service and PlayStation Privacy Policy at

www.playstation.com/legal/PSNTerms; and

9.1.3. if Software is licensed to you by another company, they may also collect information about you and they will explain that in their privacy policy.

10. How to behave towards us and other users

10.1. The Authorised Systems and Software may provide community features that let you communicate and interact with other people via the PSN and via other social networks. Your use of community features is governed by several agreements, with different companies:

10.1.1. these Terms; and

10.1.2. the Terms of Service; and

10.1.3. the PlayStation Privacy Policy; plus

10.1.4. any additional terms provided by the Software publisher; and

10.1.5. any additional terms provided by the company that operates the social network you use (for which you might have to have an account).

10.2. You and your Child Family Members must follow our Code of Conduct in all dealings with us and other users.

✓ Be inclusive.

PSN is for everyone over 7, regardless of gender identity, sexual orientation, race, ethnicity, nationality, colour, immigration status, social and economic class, educational level, 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 use or promote hate speech.

Do not threaten, harm, or alarm anyone.

Do not bully, harass or stalk anyone.

✓ Be sensible. Obey 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 defame them.

Do not infringe anyone's intellectual property.

✓ Be patient and considerate. Be kind.

Remember you were new once too. You can help make someone's early gaming and community experiences good ones.

✓ Be respectful.

We know you can't all agree, all the time. Disagree respectfully or walk away.

✓ Be a player.

Help each other out. If you find a vulnerability in the PSN or a Product, tell us so we can fix it, keeping you, others and our company safer.

Do not be disruptive.

Do not cheat.

Do not use any bugs, glitches, vulnerabilities or unintentional mechanics in Products or the PSN to get an advantage.

Do not share, buy, sell, rent, sub-licence, trade, transfer, phish for or harvest any accounts or account details or other credentials.

Do not spam anyone.

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

Do not use the PSN or any of its Products for, or associate them with, any commercial activity.

Do not do anything to bring the PSN or PlayStation into disrepute.

✓ Be Discreet. Keep it decent.

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 more vulnerable. Personal information includes phone numbers, email addresses, and real-world addresses like your home, school or temporary location.

Do not share erotic or pornographic imagery.

Do not share any image of another person without their consent.

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

Always use common sense and good manners. If you see someone else misbehaving:

✓ Report them to us using our contextual grief reporting tools. If you use the most proximate grief reporting tool, when you submit the report, you can send us applicable evidence to help us assess your report. Of course, this means other people can grief report - you and your content too. For more information on grief reporting please visit www.playstation.com/safety.

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

✓ **Follow any specific Rules for each Product.**

11. Creating and Sharing Online

11.1. UGC created and shared by you belong to you but we and, where applicable, the relevant Software publisher still have intellectual property rights in your UGC so you must not commercially exploit UGC without our consent and the consent of the Software publisher.

11.2. You authorise us, our affiliates and other PSN users, to use, distribute, copy, modify, display, and publish your UGC, your PSN Online ID (and, if you choose to use it, your name) throughout the PSN and other associated services such as websites associated to the Software. You also authorise us, without payment to you, to license, sell and otherwise commercially exploit your UGC (for example, selling subscriptions to access your UGC (alone or in combination with other UGC) and/or receiving advertising revenue in connection with UGC), and to use your UGC in the promotion of PlayStation® products, Software and services. You recognise that we and other PSN users may alter or delete your UGC. By posting UGC you are telling us that you have all rights necessary to post such UGC and to grant the rights set out in this clause.

12. What if I have a bad experience online?

12.1. We want you all to enjoy our online community but we can't guarantee that everyone will behave properly. As such, we accept no liability to you for other PSN Users' activity and UGC and no liability to others for your activity and UGC.

12.2. If you experience any unacceptable or inappropriate behaviour in-game, we want you to let the relevant publisher (which might be us) know.

12.3. Although we may enable you and other users to post to social network services and other third party sites, we are not responsible for those services. If you experience any unacceptable or inappropriate behaviour on a social network service or third party site, please report it to the social network service or third party site using their grief reporting process.

13. Reporting from games we publish

13.1. In the games we publish and for functionality we provide via our Authorised Systems (e.g. PSN messaging), we include grief reporting mechanisms where we think they might be most relevant. For example, you'll see a report option next to messages you receive on PSN and in-game reporting tools in each of the games we publish, if that game offers the ability to share UGC. If you use the most proximate grief reporting tool, when you submit the report, you may also be able to send us applicable evidence which will help us assess your report. Of course, this means other people can grief report you and your UGC too.

13.2. For more information on grief reporting please visit www.playstation.com/safety.

14. Do we track what you do online?

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

14.2. We may track and record your Software 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.

14.3. 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.

14.4. 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.

14.5. See our Privacy Policy at www.playstation.com/legal/PSNTerms/ for more details about this use of your information.

15. Online Stores

15.1. Whilst using Software online, you may have the opportunity to purchase items from an online store, using your PSN wallet. All purchases are made from Sony Interactive Entertainment Network Europe Limited and are subject to the Terms of Service.

16. Feedback and Beta Trials

16.1. We welcome your ideas and feedback on our services and products, but you must only provide us with your own ideas and feedback. By providing your ideas and feedback to us you transfer ownership of them to us, although we may or may not implement them. You will not get paid or receive any other compensation for your ideas or feedback.

16.2. If you participate in, or redeem a voucher for, a free beta trial you agree to the following additional terms:

16.2.1. you must keep the beta software secure and in good condition and must not copy the beta software, give or sell it to anyone, try to reverse engineer it, nor use it to create derivative works;

16.2.2. you are licensed to use the beta software only for the beta;

16.2.3. we do not warrant that the beta software will work correctly (or at all);

16.2.4. during the beta we may modify the beta software without notice, which may add or remove data, content and functionality, and you agree we will not be liable for any such loss of data, content or functionality; and

16.2.5. we can end the beta or stop you accessing it at any time.

17. Software Updates and End of Service

17.1. Sometimes we may update Software, which may include adding to or removing existing functionality. If we do this, we will always consider your interests and weigh them against our own. We aim to take decisions that are reasonable in the circumstances and try to enhance rather than detract from your experience of the Software. We aim to treat you fairly ("**Our Guiding Principles**").

17.2 Some Software offers online services like online multiplayer, leaderboards or communication facilities. These online services are not provided for ever. We apply Our Guiding Principles when deciding to shut down an online service. We will provide you advanced notice of the shutdown.

17.3 For Software published by third parties, we ask them to provide you advanced notice of the shutdown.

18. Copyright Ownership

18.1. All Software contains library programs, the copyright to which is owned by Sony Interactive Entertainment Inc. and exclusively licensed to us for our geographic area of operation. Other copyrights and intellectual property rights subsist in the Software and may be notified to you from time to time.

19. Enforcement of Software Usage Terms

19.1. You agree we can enforce these Terms against you in respect of all Software whether or not we are the publisher.

20. Your rights and our liability

20.1. 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 these Terms, including in this clause 20.

20.2. These Terms do not:

20.2.1. affect any statutory guarantees or warranties you have as a consumer under local applicable laws (such as your rights if the Software is faulty);

20.2.2. exclude or limit our liability in any way for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

20.1.3. exclude or limit our liability in any way for fraud or fraudulent misrepresentation; or

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

20.3. If you are a consumer, subject to clause 20.1 and 20.2, our liability to you is limited to £100 (or local currency equivalent) or, if higher, the PS Store price of the Software that gave rise to the liability.

20.4. To the extent you are using the Software other than as a consumer:

20.4.1 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) any liability that cannot be limited or excluded under applicable local laws.

20.4.2 subject to clause 20.4.1, we accept no liability for (i) loss of profit; (ii) loss of sales or business; (ii) loss of agreements or contracts; (iii) loss of anticipated savings; (iv) loss of or corruption of software; (v) data or information; (vi) loss of or damage to goodwill; and (vii) any indirect or consequential loss.

20.4.3 subject to clause 20.4.1, 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).

21. Changes to these Terms and our right to transfer our contracts with you

21.1 We may make changes to these Terms from time to time. If the changes are material changes, we will ask you to accept a new version of these Terms. If the changes are minor changes, we will give you reasonable notice of the changes, for example by email. If you or your Child Family Members continue to use Software after you are notified of changes you will be deemed to have accepted them. You will not be able to continue to use the Software you've previously purchased unless you agree to all changes.

21.2 We may transfer our rights and obligations under these Terms and any contracts between you and us on these Terms without your consent. However, we will notify you to let you know if we plan to do this. You may not transfer your rights and obligations under these Terms.

22 Governing law, jurisdiction and third party rights

22.1. If you are using the Software as a consumer:

22.1.1. 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 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.

22.1.2. we can enforce these Terms in a court of the country in which you live.

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

22.2. To the extent you are using the Software other than as a consumer:

22.2.1. 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; and

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

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