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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 your account and Child Family Member Accounts if any of you breach these Terms. If you have any questions, contact our customer services – see section 31.

#### 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.

#### 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 25, 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. Our commitment to you.

6.1. Your enjoyment and continued use of PSN is our primary interest. When making decisions, we consider your interests and weigh them against our own. We aim to take decisions that are reasonable in the circumstances. We try to enhance rather than detract from your experience of PSN. We aim to treat you fairly.

## **7. Your commitment to us.**

7.1. 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.

### **7.2. Why it matters**

7.2.1. 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.

7.2.2. 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.

## **8. 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 and PlayStation®4. PS3 and PS4 are sometimes called Home Consoles. PSP, PS Vita and PS TV are sometimes called Portable Consoles.

**"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 11. 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 13.

**"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.

**"Our Guiding Principles"**: shorthand for the commitment we made to you in section 6.

**"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"** this 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.

## **9. What other terms apply when you use PSN?**

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

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

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

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

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

9.3. 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.

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

## **10. Your account security.**

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

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

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

10.2.2. someone else used the account but you had taken reasonable steps to prevent that happening including those in section 10.3.

10.3. Some steps to stop others using your account:

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

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

10.3.3. 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.

10.3.4. Never share your account details with anyone else.

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

10.4. What if something goes wrong?

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

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

10.4.3. 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.)

## **11. Your Child Family Members.**

11.1. You must create a separate Child Family Member Account for each child. Set appropriate Parental Controls for each. See section 12.

11.2. Child Family Members have access to our PlayStation Store. See section 15. 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.

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

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

11.3.2. you approve and agree to pay for all purchases up to the spend limit.

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

11.4.1. provide accurate information – see section 7 – including age;

11.4.1.1. 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.

11.4.2. explain how they should behave online, how to treat others – see our Code of Conduct in section 13 – how to protect themselves and their account;

11.4.3. set appropriate Parental Controls – see section 12;

11.4.4. appropriately monitor their use of the PSN;

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

11.4.5. accept responsibility for all use of your Child Family Member Accounts, including the cost of any purchases. This will not apply:

11.4.5.1. 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

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

## **12. Parental Controls.**

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

12.2. Important information about our Parental Controls:

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

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

12.2.3. Only appoint Guardians you completely trust.

## **13. Code of Conduct.**

13.1. You and your Child Family Members must follow our Code of Conduct in all dealings with us and other members of the PSN community.

### **✓ 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](http://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.**

#### **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 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.

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/](http://www.playstation.com/legal/PSNTerms/) for more details about this use of your information.

#### **15. PlayStation Store.**

15.1. All accounts can access PlayStation Store.

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

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

15.4. 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).

15.5. Child Family members:

15.5.1. 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.

15.5.2. The cost of Products Child Family Members buy comes out of your PSN Wallet. 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.

15.5.3. 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.

## **16. Shopping on PlayStation Store.**

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

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

16.2.1. 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 17.

16.3. The last button press is "Order and Pay". When you press that button:

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

16.3.2. 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);

16.3.3. 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

16.3.4. You send the order to us.

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

16.4.1. PSN Wallet to your PSN Wallet;

16.4.2. 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.

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

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

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

16.6. If you delete or close the purchasing account, you may lose access to and use of the Product. If we suspend the purchasing account for breach of these Terms, you may lose access to and use of the Product for the period of the suspension.

16.7. 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.

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

17.1. 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).

17.2. 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.

17.3. 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:

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

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

17.3.3. 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.

17.3.4. 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.

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

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

17.4.2. You will not be able to change your mind and cancel your purchase for a Wallet Top Up because we perform it immediately; and

17.4.3. 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).

## **18. PSN Wallet.**

18.1. We are not a bank and the PSN Wallet is not a bank account. Wallet Funds do not earn interest. Wallet Funds have no value outside PSN. You can only use Wallet Funds to buy Products sold by us. You cannot redeem Wallet Funds for cash or transfer them to others.

18.2. When you buy a Wallet Top Up from PlayStation Store, you ask us to add Wallet Funds to your PSN Wallet immediately and we will do so. Read the information we show you during the purchase carefully. It affects the cancellation rights you would otherwise have under applicable local laws. See section 17 for an explanation of the cancellation rights you might otherwise have.

18.3. If you do not use PSN Wallet funds within 36 months of adding them, they may expire, if applicable local laws in your country allow. We will notify you by email before your Wallet Funds expire to enable you to use them before that happens.

## **19. Payment Methods.**

19.1. 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.

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

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

19.4. 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.

## **20. Chargebacks.**

20.1. 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.

20.2. 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.

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

### **General.**

21.1. 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.

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

## **Games.**

21.3. Some games and apps let you buy:

21.3.1. Products from the PlayStation Store; or

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

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

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

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

21.4.1. To access online multiplayer you (or another account which has designated your console as its "primary console") need you to have an active PlayStation Plus subscription.

21.4.2. Online services are not provided for ever.

21.4.2.1. We apply Our Guiding Principles when deciding to shut down an online service. We will provide you advanced notice of the shutdown.

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

## **Subscriptions.**

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

21.6. Trials roll into paid-for subscriptions. We charge you subscription fees unless you cancel 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.

21.7. Every time you buy a subscription, redeem a voucher for a subscription or take out a trial of a subscription from PlayStation Store, we turn "On" Automatic Funding in your account settings (even if you previously turned it "OFF").

21.7.1. Note: This is not a setting for each subscription. When Automatic Funding is "On" it applies to every subscription you have.

21.7.2. This means that, 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).

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

21.7.4. You can switch Automatic Funding "Off" at any time via your account management page.

21.8. 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:

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

21.8.2. You do not have enough funds in your PSN Wallet and (i) Automatic Funding is turned "Off"; or (ii) You do not have a registered payment method.

21.8.3. We discontinue the subscription for any reason.

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

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

21.9.2. 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.

21.10. The price of your subscription will not go up unless we notify you in advance by email.

21.10.1. You will be able to cancel before the price rise takes effect.

21.11. 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.



21.12. 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.**

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

21.14. You can cancel your pre-order and get a refund as explained at the point of purchase and section 17. If you cancel a pre-order you will no longer be entitled to any promotional products offered with the pre-order.

### **Virtual Currency.**

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

21.16. You must not:

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

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

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

21.17. Expiry of VC:

21.17.1. VC may expire after a specified period (see the game publisher’s terms).

21.17.2. VC will not be usable after a game’s online servers are shutdown.

21.17.3. We ask game publishers to provide you with notice before VC becomes unusable so that you can use it before that happens. Notice may be by in-game message, PSN notification or email.

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

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

22.2. 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.

22.3. When you share your UGC:

22.3.1. We may make it visible across the PSN.

22.3.2. We may make it visible in other places like our websites and those of our affiliated companies.

22.3.3. 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.

22.3.4. Others can interact with it and do things to it like comment on it, alter it, delete it or reshare it.

22.3.5. We and our affiliated companies may:

22.3.5.1. license, sell and otherwise commercially exploit your UGC (for example, selling subscriptions to access your UGC alone or in combination with other UGC);

22.3.5.2. receive advertising revenue in connection with UGC;

22.3.5.3. use your UGC in the promotion of Products and any other PlayStation® products and services;

22.3.5.4. alter or delete your UGC where necessary to comply with the law or exercise our rights under these Terms.

22.4. We do not pay you for using your UGC as described in section 22.3.

22.5. 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 22.

22.6. The licence for a Product may tell you more about how UGC sharing works for that Product.

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

23.1. Sometimes, yes, but we apply Our Guiding Principles.

23.2. We change PSN from time to time based on your feedback and on our observations. We make changes to fix bugs and glitches, improve efficiency and security and so on. Products available via PSN change too. Changes may add or remove functionality.

23.3. Changes may be made in different ways, including:

23.3.1. We may automatically upload important updates to your Authorised System when you connect it to the internet and/or sign into your account.

23.3.2. You may download updates manually or by setting your Authorised System to do so automatically. We will provide an explanation of the updates.

23.3.3. In both cases, updates may cause loss of data. To ensure such loss is not permanent you should back-up any personal photos, music, video or other data stored on your Authorised System.

23.4. We may need to take down the PSN and/or any available Products for reasons including to investigate any security incident and to carry out system maintenance and upgrades. We will apply Our Guiding Principles. See section 26 for our liability if this happens.

## **24. Closing your account.**

24.1. You may close your account by contacting us using the details at section 33.

24.2. We may close your account if it has not been used for at least 36 months. We will only do this if applicable local laws in your country allow.

24.3. 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.

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

25.1. If there are reasonable grounds on which to conclude that

25.1.1. either:

25.1.1.1. you;

25.1.1.2. one of your Child Family Members; or

25.1.1.3. the holder of any account that you permit to use your Authorised System; has breached these terms of service; or

25.1.2. your account has been compromised (e.g. when you instigate a chargeback citing fraud);

we may take any actions that are reasonable in the circumstances to protect you, our interests and those of other users.

25.2. Our actions may apply to:

25.2.1. any Authorised System you use;

25.2.2. your accounts;

25.2.3. your Child Family Member Accounts; and

25.2.4. any other accounts on an Authorised System you use.

25.3. Our actions include:

25.3.1. resetting account passwords;

25.3.2. stopping or suspending subscriptions;

25.3.3. suspending access to some or all Products;

25.3.4. suspending accounts;

25.3.5. uploading updates to the Authorised Systems intended to stop unauthorised use;

25.3.6. preventing Authorised Systems connecting to PSN; and

25.3.7. bringing, initiating and/or participating in government, criminal and/or private legal action against you.

25.4. We apply Our Guiding Principles when deciding the appropriate action.

25.5. 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.

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

26.1. 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 26.

26.2. These Terms do not:

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

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

26.3. If you are a consumer, subject to sections 26.1 and 26.2, we limit our liability to you as follows:

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

**Our Liability:** Unlimited.

26.3.2. **Reason:** If we commit fraud, make a fraudulent misrepresentation or our behaviour is grossly negligent.

**Our Liability:** Unlimited.

26.3.3. **Reason:** If we cause you loss and that loss is one that cannot be limited under applicable local law.

**Our Liability:** Unlimited.

26.3.4. **Reason:** If we fail to deliver any paid-for Product.

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

26.3.5. **Reason:** If we deliver a paid-for Product but it is faulty.

**Our Liability:** Our liability to you for faulty Product depends on how faulty it is.

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.

26.3.6. **Reason:** If we fail to deliver a free Product or a free Product we deliver is faulty.

**Our Liability:** We will apply Our Guiding Principles and make reasonable attempts to redeliver or patch the Product.

26.3.7. **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 facilitated by our negligence or the negligence of our employees, agents or subcontractors, we have no liability to you.

26.3.8. **Reason:** Inability to use any Product.

**Our Liability:** If due to a fault, see sections 26.3.5 and 26.3.6 above.

If because the Product has changed, see section 26.3.10 below.

If due to the PSN being unavailable, unless this is facilitated by our negligence or the negligence of our employees, agents or subcontractors, we have no liability to you.

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

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

26.3.10. **Reason:** If we change or remove features of the PSN or of any Products.

**Our Liability:** If we have applied Our Guiding Principles, we have no liability to you.

26.3.11. **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.

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

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

26.3.13. **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.

26.3.14. **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.

26.3.15. **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.

26.3.16. **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.

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

26.4.1 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.

26.4.2 subject to section 26.4.1, 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.

26.4.3 subject to section 26.4.1, 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) or, if higher, the amount of unused Wallet Funds.

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

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

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

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

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

27.3.2. expressly allowed under applicable local law.

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

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

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

- 27.6.1. emulate them;
- 27.6.2. disrupt their operation;
- 27.6.3. use any unauthorised hardware or software;
- 27.6.4. avoid any authentication, encryption or security measures;
- 27.6.5. access any information that does not belong to you or a Child Family Member;
- 27.6.6. share, buy, sell, rent, sub-licence, trade, transfer, phish for or harvest any accounts or account details or other credentials; or
- 27.6.7. help anyone else to do any of these things.

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

27.8. 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.

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

27.10. 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 27.7, 27.8 and 27.9.

27.11. 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.

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

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

28.2. If the changes are material or detrimental to you, 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.

28.3. If the changes are minor, 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. If you or your Child Family Members continue to use PSN after you are notified of changes you will be deemed to have accepted them.

28.4. You will not be able to continue to use the PSN unless you agree to all changes.

28.5. If you do not accept a change to these Terms, please contact us to close your account.

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

29.1. If you are using the PSN as a consumer:

29.1.1. 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.

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

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

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

29.2.1. 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

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

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

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

30.2. We may transfer our rights and obligations under these Terms and any contracts between you and us governed by these Terms without your consent. If you are unhappy with the transfer you may close your

account in accordance with section 24. You may not transfer your rights and obligations under these Terms or your contracts with us governed by these Terms.

### **31. Questions?**

31.1. If you have any questions, contact us.

### **CONTACT DETAILS**

31.2. 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/).

31.3. To email us, use the email address applicable to your account country:

#### **COUNTRY**

UK - [help@uk.playstation.com](mailto:help@uk.playstation.com)

Ireland- [support@ie.playstation.com](mailto:support@ie.playstation.com)

Australia -[support@playstation.com.au](mailto:support@playstation.com.au)

New Zealand -[general\\_enquiries@playstation.co.nz](mailto:general_enquiries@playstation.co.nz)

Bulgaria - [support@bg.playstation.com](mailto:support@bg.playstation.com)

Croatia- [support@hr.playstation.com](mailto:support@hr.playstation.com)

Slovenia -[podpora@si.playstation.com](mailto:podpora@si.playstation.com)

Slovakia -[podpora@sk.playstation.com](mailto:podpora@sk.playstation.com)

Estonia -[support@ee.playstation.com](mailto:support@ee.playstation.com)

Lithuania -[support@lt.playstation.com](mailto:support@lt.playstation.com)

Latvia -[support@lv.playstation.com](mailto:support@lv.playstation.com)

Iceland -[olafur@sena.is](mailto:olafur@sena.is)

Cyprus -[info@playstation.com.cy](mailto:info@playstation.com.cy)

Malta -[playstation@forestals.com](mailto:playstation@forestals.com)

Israel - [support@isfar.co.il](mailto:support@isfar.co.il)

Turkey - [sonycustomercare.stur@eu.sony.com](mailto:sonycustomercare.stur@eu.sony.com)

Czech Republic -[podpora@cz.playstation.com](mailto:podpora@cz.playstation.com)

Greece - [customersupport.el@eu.sony.com](mailto:customersupport.el@eu.sony.com)

Romania - [support@ro.playstation.com](mailto:support@ro.playstation.com)

Hungary -[support@hu.playstation.com](mailto:support@hu.playstation.com)

Sweden - [support@se.playstation.com](mailto:support@se.playstation.com)

Finland -[support@fi.playstation.com](mailto:support@fi.playstation.com)

Denmark- [support@dk.playstation.com](mailto:support@dk.playstation.com)

Norway- [support@no.playstation.com](mailto:support@no.playstation.com)

Poland - [pomoc@pl.playstation.com](mailto:pomoc@pl.playstation.com)

Middle East -[support@ae.playstation.com](mailto:support@ae.playstation.com)

31.4. To write to us the old-fashioned way use: Sony Interactive Entertainment Network Europe Limited, 10 Great Marlborough Street, London, W1F 7LP, UK.

31.2. 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.