



PSN TERMS OF SERVICE

The PlayStation Network (“**PSN**”) is provided by Sony Interactive Entertainment Network Europe Limited, company number 06020283 (“**SIENE**”). These terms of service govern your use of the PSN. You may use the PSN **so long as**:

(i) You have a Sony Entertainment Network account (“Account”)

You must be 7 years old or older to have an Account. If you are 7 or older but under 18 you are only permitted to have an Account with access to the PSN if your parent or guardian has assisted with, and consented to, the creation of the Account. If you are a parent or guardian, your responsibilities for your child Family Members are explained below. Note: on the PS3, PS Vita and PSP, you will see references to Master Account (accounts strictly intended for users aged 18 and over) and Sub Accounts (intended for users aged 7 to 17 and controlled by the Master). For the purposes of these Terms of Service references to child Family Members also means Sub Accounts.

(ii) You comply with all applicable terms

If you fail to comply with these terms of service, including any additional terms (see below), we may take action against you as explained below **including banning you from the PSN**. If banned, you will not be able to use services and/or products you have paid for and you will not be given a refund.

Please read these terms of service carefully before you accept them. If there is any term that you do not understand please discuss it with our customer services before accepting these terms of service (for contact details please visit www.playstation.com/get-help/contact-us/).

Last updated: October 2017 (Version Number 9.0)

Contents

1. PSN Accounts
2. Additional terms that apply
3. Your responsibilities for your Account
4. Your responsibilities for your child Family Members
5. Code of conduct
6. PSN wallet and adding funds
7. Purchasing Products
8. Pre-orders
9. Voucher codes
10. Subscriptions
11. Use restrictions (known as DRM)
12. PlayStation Video and its use restrictions
13. Intellectual property rights (including pirated software)
14. Use of your personal information
15. Software updates and how these may affect you
16. Maintenance or closing the PSN
17. Closing your Account
18. Protecting the PSN (including failure to comply with these terms of service)
19. Your rights and our liability
20. Changes to our contracts with you and our right to assign our contracts with you
21. Governing law, jurisdiction and third party rights

22. Our company and contact details

1. PSN Accounts

An Account gives you access to a wide variety of online services and digital content both free and paid-for, including the PSN, the PlayStation®Store, an online wallet (described below), virtual communities (where you can meet, communicate with and play against other users), software, updates, firmware, fixes, new releases, games and online gameplay, music, movies, subscriptions and more, all of which are referred to as “**Products**”.

Available Products vary depending on which system you are using and some Products may not be available or supported in your country or preferred language.

2. Additional terms that apply

In addition to these terms of service, you must agree and comply with the:

- (i) PlayStation Privacy Policy;
- (ii) System Software Licence for the PlayStation® system you are using (if any);
- (iii) Software Usage Terms (if you are using software on a PlayStation® system);
- (iv) Video Usage Restrictions (if you are using PlayStation Video);
- (v) Cross-Buy Content Terms and Conditions (if you are using Cross-Buy Content);
- (vi) Voucher Code Terms and Conditions (if you are using voucher codes); and
- (vii) Website Terms of Use (if you are using www.playstation.com)

These documents can be found at www.playstation.com/legal/PSNTerms/, www.playstation.com/legal/cross-buy-content-terms-and-conditions and <https://www.playstation.com/en-gb/legal/website-terms-of-use/>.

Your access to some Products may also be dependent on you agreeing to additional terms notified to you by us or third parties. Your failure to comply with any of the additional terms referenced in this section will be a breach of these terms of service.

3. Your responsibilities for your Account

You must provide us with truthful and accurate information during Account registration and keep it up to date via Account management.

Use a strong password, which is different from any password you use for your other online services. If you sign-in to your Account on a system that may be accessed by others, ensure you sign-out from your Account at the end of each session or, if using a PS4, set a passcode by going to [Settings] > [Login Settings] so that others cannot log in to that PS4 as you.

You are responsible for maintaining the confidentiality of your Account and password and for restricting access to your system and Account. This includes, keeping your Account details secret, such as your Account ID and password (and PS4 passcode where applicable) and not allowing other users to use your Account. You agree to notify us immediately if you have any reason to believe the security of your account has been compromised, including if you believe that your password has become known to anyone else or if your password is being, or is likely to be, used in an unauthorised manner.

You are responsible for all use of your Account, including all purchases and online conduct (except where such use is directly due to our error). In particular, you may be liable for unauthorised usage of your Account as a result of failing to keep your information secure.

If you believe you have been a victim of crime in relation to the PSN (including any fraudulent activity on your Account) you should immediately contact law enforcement and our customer services.

4. Your responsibilities for your child Family Members

You must be at least 18 years old to create an Account. If you are over 18 and a parent or legal guardian, you can create Accounts with access to the PSN for up to 6 Family Members, including children aged 7 to 17 (children under 7 are not permitted to use the PSN). Each of your children must have their own

Account. Click here for more information about Family Accounts: <https://www.playstation.com/get-help/help-library/my-account/parental-controls/family-accounts.html>.

For all of your child Family Members:

- (i) You must ensure the child Family Members comply with these terms of service and keep their Account details secret from everyone (including their friends). This includes their Account password (and PS4 passcode where applicable).
- (ii) You are responsible for all use of your child Family Members, including all purchases and online conduct.
- (iii) We are not liable for any unauthorised use or sharing of the Accounts of your child Family Members.
- (iv) You agree that we can deduct funds from your PSN wallet for purchases made by your child Family Members.
- (v) You, or any adult Family Member who you nominate in your Account settings as a Guardian, can set parental controls to restrict a range of activities and content for your child Family Members, including preventing your child Family Members from making purchases or setting a maximum spending limit. When you nominate an adult Family Member as a Guardian of a child Family Member, you are agreeing that the adult Family Member may adjust the parental controls that you've set for that Child Family Member (including any controls you've placed on the amount the child Family Member can spend from your PSN wallet). Note: you will not be notified of any changes that a nominated Guardian makes to the parental controls of your child Family Members. More information about parental controls is available at: www.playstation.com/safety.
- (vi) If there are insufficient funds in your wallet for a child Family Member to complete a purchase, you must add the funds manually because your wallet will not be topped up automatically to complete any purchases made by your child Family Members.
- (vii) Child Family Members may not be able to purchase or access Products rated higher than their registered age. This applies even where the child Family Member has or can use a PlayStation Plus subscription.
- (viii) Not all Products available via the PSN are rated and some contain adult language and material. We cannot control the behaviour of other users and your child Family Members may receive communications from other PSN users that will not be copied to you.

We recommend you monitor your children's use of the PSN.

5. Code of conduct

When interacting with us or other users (who may be children), you and your child Family Member must behave lawfully, decently, respectfully and with consideration. This includes your use of any sharing or communication features available via the PSN that allow you to share messages, comments, pictures, photographs, videos, game assets, game videos and other material or information and includes your communications with our customer services and other employees and agents via email, phone or other means.

For instance:

Do not share anything that is vulgar or use community features to harm or alarm anyone;

Do not share anything that is defamatory or offensive (including anything racially, ethnically, religiously or sexually offensive);

Do not use or promote hate speech, violent behaviour or illegal substances;

Do not make threats of violence or promote violence, including threatening or promoting terrorism;

Do not act in a disruptive, threatening or bullying manner or impersonate or stalk anyone;

Do not spam or forward recommendations / offers to your contacts without their permission;

Do not cheat, exploit or use any bugs, glitches, vulnerabilities or unintentional game mechanics in the Software, the PSN or any of its products to obtain an unfair advantage;

Do not share, trade, phish for or harvest Account sign in details;

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

Do not act in any manner that infringes privacy or intellectual property rights;

Do not carry out, or attempt or threaten to carry out, any activity that is against these terms of service or applicable law; and

Do use common sense and good manners at all times.

6. PSN wallet and adding funds

Your Account has an associated PSN wallet if you are in a country that has a PlayStation®Store. To find out if there is a PlayStation®Store in your country go to <https://status.playstation.com>. Please be aware that:

- (i) Approved payment methods to add funds to your PSN wallet vary from country to country and we may change the available payment methods at any time. When you ask us to top up your wallet you are purchasing a service which is provided to you immediately, so you can't change your mind and obtain a refund.
- (ii) We may reject your request to register a payment method (e.g. a credit or debit card) to your Account and/or requests to add funds to your PSN wallet if we suspect fraud, your payment provider does not approve the transaction or for any other reason.
- (iii) Your payment method details (in the case of a payment card, excluding your card's 3-digit security number) will be stored for your future use unless you delete them through your Account settings.
- (iv) We may impose a minimum PSN wallet top-up amount. Your payment provider may also limit the maximum amount of funds you can add to your PSN wallet in one go.
- (v) You can only hold a certain maximum amount of funds in your PSN wallet at one time, which is reflected in the amount you are able to top up.
- (vi) Once we have accepted a request made by you to add funds to your PSN wallet (including where we use your registered payment method to automatically fund your wallet with the minimum amount required to make your purchase or the minimum top-up amount, if greater) a contract is formed between you and us on these terms of service.
- (vii) Your order to add funds is complete as soon as we make them available in your PSN wallet.
- (viii) You expressly agree that we may make all the added funds available to you immediately after we have accepted your payment and that, once made available, as far as permitted by law you will have no right to cancel or to a cooling-off period.
- (ix) You must use funds within 24 months of being added to your PSN wallet.
- (x) PSN is not operating as a bank and the PSN wallet is not a bank account.
- (xi) PSN wallet funds have no value outside the PSN, can only be used to buy Products sold by us, are not redeemable for cash, are not your personal property and cannot be transferred to others.
- (xii) We will give you a refund of funds to your PSN wallet if (i) we permanently close the PSN (pursuant to section 16); (ii) your Account is closed following a change to these terms of service or the Software Usage Terms (pursuant to section 20); or (iii) required by law.

Chargebacks

If a top up to your wallet is reversed by your payment service provider (e.g. your bank, credit card provider or PayPal), known as a "chargeback", you will owe us a debt equal to the amount of the chargeback. We will suspend access to the PSN by your Account or console until that debt is repaid. We reserve the right to deduct funds from your wallet to pay any debt owed by you to us.

Mobile top-ups

If you have opted to fund your wallet using a mobile billing payment method you will be charged via your mobile network provider and standard messaging rates may also be charged by your mobile network provider. Please note that your agreement to pay us for the wallet top-up is separate from and independent of your obligation to pay your mobile phone service provider. If you do not pay your mobile provider, we may suspend your Account and either ourselves or through a third party take action against you to recover payment. A special note for those of you in Germany, after funding your wallet by using the mobile billing option, the debt you owe us will be assigned to a third party and then onto your mobile carrier who will recover it from you on your next mobile bill.

7. Purchasing Products

When you or your child Family Members buy or pre-order Products from PlayStation®Store using funds in your PSN wallet, including subscriptions, you are placing an order with us, even when accessing the PlayStation®Store via a third party game or website.

You agree we may deduct funds from your PSN wallet to pay for all orders placed using your Account (including orders placed by your Child Family Members). Prices are subject to change and promotions may be withdrawn at any time. You must ensure that you or your Child Family Members understand and accept the price, rating, compatibility and product information displayed for Products before placing an order. This information may not be available in your preferred language. If you would like any clarification on this information, including information not available in your preferred language, please contact our customer services.

When placing an order:

- (i) All purchases are made in the currency and at the price displayed when you order and are inclusive of any indirect taxes. You must pay any import VAT and duties and bank or card charged that apply (if any).
- (ii) We may choose to cancel or not to accept your order for any reason (including price errors).
- (iv) Your order is only accepted by us on the earlier of: (a) when we send an email confirmation to the email address registered to your Account (and the Account of your child Family Member, if they have placed the order); and (b) when we make the Product (or any part of the Product) available to you to use, download or stream.
- (v) Once we have accepted an order made via your Account or the Account of your child Family Member, a contract is formed between you and us for your order on these terms of service.
- (vi) If we do not accept your order, any sums deducted from your PSN wallet will be refunded to your PSN wallet.
- (vii) For all orders, if you do not have enough funds in your PSN wallet we will use your registered payment method (if any) to automatically fund your wallet with the minimum amount required to complete your purchase (or the minimum top-up amount, if greater). This does not apply to purchases made by child Family Members.
- (viii) Subject to section 12, the Products you have purchased will be available to you to download or stream (as applicable) for a reasonable period.
- (ix) You purchase a licence to use the Products – see section 13. Other than this licence, you have no property, proprietary ownership, economic, or monetary interest in the Products you purchase.

Cancellation Rights

All purchases are non-refundable except as stated in these terms of service, the then current PlayStation®Store Cancellation Policy at www.playstation.com/store-cancellation-policy or as required by law.

In-App Purchases

Please be aware that if you or your Child Family Members purchase or download a Product, including a free-to-use Product, it may include options to make in-app purchases of additional Products using the PSN wallet. You agree to pay for all purchases made.

PSN Features

We may decide to withdraw a feature of the PSN at any time. If we do so, we will endeavour to give you reasonable notice. In addition, where we sell Products which have an online mode, the publisher of that Product may decide to permanently shutdown a server hosting or supporting the online mode or to withdraw a specific features of the online mode. Where the publisher is us or an affiliated company, we will endeavour to give you reasonable notice of this. Where the publisher is a third party, we will ask them to do the same. Products for use in online modes may not be useable after PSN features are withdrawn or servers are shutdown and will not be refunded. Access to multiplayer online gaming on PS4 is only available if you are a PlayStation®Plus subscriber, except for multiplayer online gaming available in PlayStation™Now and certain free-to-play games.

Virtual Currency

Products you can buy from the PlayStation®Store or you can earn through game play include quantities of fictional currencies for use in specific games and apps (“**Virtual Currencies**”). You agree not to be involved in the sale, purchase, transfer or use Virtual Currencies outside of the game or app for which they are purchased and you shall not exchange or redeem Virtual Currencies for money or money’s worth. As a result, you acknowledge that Virtual Currencies have no real world value. Virtual Currencies may expire and will not be usable after PSN features are withdrawn and will not be refunded.

8. Pre-orders

You agree that for pre-orders of digital content we can deduct the price of the pre-order from your wallet on the date you place your pre-order (if we accept it).

We may cancel your pre-order up to the release date. You may cancel your pre-order and obtain a refund in accordance with the PlayStation®Store Cancellation Policy located at www.playstation.com/store-cancellation-policy. When you cancel a pre-order you will no longer be entitled to any promotional products offered with the pre-order.

9. Voucher codes

Unless otherwise stated, voucher codes may only be used once, by a single Account, and, subject to applicable law, cannot be refunded, redeemed, transferred or exchanged for cash or credit (except that you may give a voucher code that you have purchased to someone else as a gift). The use of voucher codes is subject to these terms of service, any specific restrictions displayed on the voucher code and the terms available at www.playstation.com/legal/sen-voucher-code-terms-and-conditions.

10. Subscriptions

When you purchase a paid subscription, redeem a voucher for a subscription or use a free trial subscription for services via the PSN:

- (i) Paid and trial subscriptions are offered to you on a rolling basis with specific recurring subscription billing periods, as explained prior to purchase or use.
- (ii) When you purchase a subscription, we will turn “On” Automatic Funding in your account settings. This means that if you do not have enough funds in your wallet to pay a recurring subscription fee, the required balance will be charged to the payment method registered to your Account (if any) unless you turn off Automatic Funding. This does not apply to purchases made by child Family Members. You can switch Automatic Funding “Off” at any time via your Account management page.
- (iii) At the end of each billing period we will deduct the subscription fees from your PSN wallet for the next period unless:
 - a. you cancel the subscription prior to the end of the current billing period by turning off [Auto-renew] (for more information see: www.playstation.com/store-cancellation-policy);
 - b. you do not have enough funds in your wallet and Automatic Funding is “Off” or you do not have a registered payment method; or
 - c. we discontinue the subscription for any reason.This will happen at the end of any free trial, which will turn into a paid subscription unless you cancel it prior to the end of the free period or we tell you otherwise.
- (iv) If your payment for a subscription fails we may retry to take payment from you over the next few days and you may be able to access the subscription service during that period. Your subscription billing period will not change and, if a payment retry is successful, your subsequent recurring subscription payment dates will be the same as they would have been had your initial payment not failed.
- (v) The price of your subscription will remain the same unless we notify you in advance by email to the email address registered to your Account when you will have the option to cancel before the price rise takes effect.
- (vi) If you already have a paid or free trial subscription and purchase 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.
- (vii) Once your subscription has ended, you may no longer be able to access or use all or part of the Products you downloaded via the subscription.

The package of Products in a subscription may vary throughout your subscription and some of the Products may be available to non-subscribers separately. You may not be able to access all of the Products that are part of the package due to age, geographic or other restrictions.

11. Use restrictions

Some Products available via the PSN may have specific rules on how they may be used. For instance, when you purchase a Product (including a subscription service) you may be restricted to downloading, streaming and/or using the Product:

- (i) in your country of residence only;
- (ii) with the purchasing Account only;
- (iii) during a limited period or periods only;
- (iv) with certain compatible Sony system and/or other devices only; and/or
- (v) with a certain number of compatible devices (including Sony systems) that are associated with the purchasing Account only.

If you access a streaming service in a country other than the country to which your Account is registered, the quality of the streaming service may differ from that experienced in the country to which your Account is registered.

Any material restrictions will be outlined at the time of purchase. Please make sure you understand these restrictions before purchasing (if you want further clarification, including in respect of any wording not displayed in your preferred language, please contact our customer services). In those restrictions, HOME CONSOLE means a PS3 or PS4 and PORTABLE CONSOLE means a PSP, a PS Vita or a PS TV.

Activation of a compatible Sony system and/or other device for a Product by the purchasing Account may be required before you can use it. If you delete the Account that purchased the Product or deactivate the relevant compatible device (including Sony system), then you may lose access to and use of the Product. We reserve the right to limit the number of times that a compatible device (including Sony system) may be activated or deactivated.

12. PlayStation Video and its use restrictions

Due in particular to restrictions placed on us by our licensors we may limit or remove the ability to stream, download or re-download videos rented and/or purchased via PlayStation Video at any time. Trial, sample and trailers versions of PlayStation Video videos may not be fully representative of the final videos. Digitised versions of some videos may not be identical to the original formatted item or previously released versions of the same titled item.

Certain restrictions apply to how you can use the videos made available to you via PlayStation Video and these restrictions vary depending on whether you are renting or purchasing a video and whether it is HD or SD. In particular:

- (i) Once a rented video is downloaded to a compatible device it cannot be accessed from another compatible device.
- (ii) Certain purchased and rented videos may not be accessible through Remote Play and may be available for download only or for streaming only depending on the compatible device you are using.
- (iii) Certain compatible devices may stream only or download only from PlayStation Video.
- (iv) Your ability to download or stream a rented and purchased video may also be restricted to:
 - a. certain compatible devices only;
 - b. a specified number of times only;
 - c. a specified number of compatible devices only;
 - d. streaming via one compatible device at a time;
 - e. a specified period of time if renting the video; and/or
 - f. specific, specified software on a compatible device.

These restrictions are explained at www.playstation.com/legal/playstation-video-usage-restrictions, but may not be displayed in your preferred language. Please make sure you understand these restrictions before purchasing. If you want further clarification, including in respect of any information not displayed in your preferred language, please contact our customer services.

13. Intellectual property rights (including pirated software)

All intellectual property rights in PSN and its Products belong to us and/or our licensors. All company, Product, and service names on the PSN are trade names, trade marks or registered trade marks or service marks of their respective owners.

When you purchase a Product you agree that you are purchasing a licence to use that Product and you do not take ownership of the Product. Where the Product you purchase from us is Software (as defined by

the Software Usage Terms), you are granted a licence to use that Software in accordance with the Software Usage Terms. For all other Products you purchase from us, you are granted a limited, non-exclusive, non-transferrable, personal licence to use such Products. Aside from this licence, we and/or our licensors reserve all rights, interests and remedies.

You may have the opportunity to share with us and other users your text, messages, comments, pictures, photographs, voice, music, videos, game assets, game videos and game-related information and other materials through the PSN (“**UGM**”). UGM created and shared by you belong to you but we and, where applicable, the relevant publisher of the Product still have intellectual property rights in your UGM so you must not commercially exploit UGM without our consent and the consent of the Product publisher.

Without payment to you, you authorise:

- (i) us, our affiliates and other PSN users, to use, distribute, copy, modify, display, and publish your UGM, your PSN Online ID and, if you choose to use it, your real name throughout the PSN and other associated PlayStation® products and services such as websites associated to the Product; and
- (ii) us and our affiliates to license, sell and otherwise commercially exploit your UGM (for example, selling subscriptions to access your UGM (alone or in combination with other UGM) and/or receiving advertising revenue in connection with UGM), and to use your UGM in the promotion of Products and any other PlayStation® products and services.

You recognise that we and other PSN users may alter or delete your UGM and you waive any moral rights you may have in your UGM. By posting UGM you are telling us that you have all rights necessary to post such UGM and to grant the rights set out in this section 13.

In addition you must not:

- (i) share, sell, buy, transfer, rent or sublicense all or part of an Account (including Accounts of Child Family Members), an Online ID or any other Account credentials; or
- (ii) disrupt, misuse, modify, adapt, translate, hack, crack, reverse engineer, decompile, or disassemble any Product or part of any Product (or any equipment, system or infrastructure used in connection with the PSN) for any reason unless expressly permitted by applicable law; or
- (iii) create any derivative works, attempt to create the source code from the object code, or download a Product or any part of any Product for any purpose not authorised by us; or
- (iv) scrape, copy, reproduce, communicate to the public or transmit, use for public performance or exploit any Product or part of any Product including any information accessed via or in connection with the PSN; or
- (v) use or make available unauthorised hardware or software to access or interact with the PSN or its Products (including any cheat code or devices that circumvent security features or limitations); or
- (vi) bypass or attempt to bypass any user authentication system or security features unless expressly permitted by law; or
- (vii) introduce code, content or communications that could be harmful to us, our licensors or other users, such as any virus, worm, spyware or time bomb; or
- (viii) use stolen or illegally acquired hardware, software, Accounts, Account credentials, Virtual Currencies or Products.

14. Use of your Personal Information

When you use the PSN and its Products, we, other users and third parties may collect, use and share with others information that relates to you (or your child family member). The collection, use and sharing of personal information that relates to you is explained in the PlayStation Privacy Policy, available at www.playstationnetwork.com/privacy-policy. By using the PSN and its Products, you agree to the collection, use and sharing of your personal information as explained in that policy.

We reserve the right in our sole discretion to monitor and record (or engage a third party to monitor or record) any or all of your activity and to remove any materials that you share at our sole discretion, without further notice to you. This may include information such as the content of your voice and text communications, video of your gameplay, the time and location of your activities, and your name, your PSN Online ID and IP address. We may also receive information about your activity on the PSN from other users. Any information collected in this way, may be used by us or our affiliated companies to enforce these terms of service, to comply with the law, to protect our rights and those of our licensors and

users, and to protect the personal safety of our employees, contractors and users. This information may be passed to the police or other appropriate authorities. Please note that we cannot monitor all PSN activity and we make no commitment to do so.

Do not give out your personal information on the PSN, including but not limited to: phone numbers, email addresses, physical addresses, etc.

15. Software updates and how these may affect you

You agree that we can automatically upload updates to your Sony system when you connect your system to the internet and/or sign into your Account to ensure that your system is functioning properly in accordance with these terms of service and/or to improve functionality or features. In addition, your Sony system may download updates if you have set it to do so automatically or manually request your system to download updates.

You agree that these updates may:

- (i) update your Sony system's operating system and other software, and may change or remove certain features or functionality;
- (ii) cause loss of data, and to ensure such loss is not permanent you should archive any personal photos, music, video or other data stored on your Sony system; and
- (iii) be used by you subject to these terms of service.

You agree you will not be entitled to a refund in respect of any changed or removed features or functionality, or any loss of data, relating to a software update.

16. Maintenance or closing the PSN

We may take down the PSN and/or any of its Products at any time for any duration and for any reason, including for investigation of any security incident and for carrying out system maintenance and upgrades. If the entire PSN is permanently closed, you will be able to obtain a refund on request for your unused wallet funds and any unexpired period of your subscriptions. You will not be entitled to a refund for any unused Virtual Currency or other Products.

17. Closing your Account

You may close your Account by contacting us using the details below. We may close your Account if it has not been used for at least 24 months. In both cases, we will not provide you with a refund of your unused wallet funds and unexpired periods of your subscriptions unless we are required to do so by law. After your Account is closed, you will not be able to access the PSN nor use the Products purchased with that Account.

18. Protecting the PSN (including failure to comply with these terms of service)

If there are reasonable grounds on which to conclude that you, one of your child Family Members or any Account that you permit to use your console has breached these terms of service, brings the PSN into disrepute, is involved in fraudulent activity, or we believe that your Account has been hacked or otherwise compromised, we may take any actions we believe are reasonable in the circumstances to protect our interests and those of other users. In particular, we may:

- (i) reset the password for your Accounts (including the Accounts of your child Family Members);
- (ii) upload updates to your Sony system intended to discontinue unauthorised use;
- (iii) stop or suspend any subscriptions associated with your Accounts (including the Accounts of your child Family Members);
- (iv) stop or suspend access to all or any part of the Products available via the PSN;
- (v) ban your Accounts (which will include all of your child Family Members), temporarily or permanently;
- (vi) ban access to the PSN from any Sony system that you use, temporarily or permanently; and/or
- (vii) bring, initiate and/or participate in government, criminal and/or private legal action against you.

While your Account(s) and/or Sony system is banned, you will not be able to use the Products that you have paid for. We will not provide you with a refund of your unused wallet funds and unexpired periods of your subscriptions unless we are required to do so by law. If your Account is banned, you may still need to contact customer services if you do not wish to renew your subscriptions.

A failure or delay in taking action in response to any breach(es) is not a waiver of any of our rights or remedies and we may still take action in response to such breach(es), or any other breach, at a later date.

19. Your rights and our liability

We do not exclude or 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; and
- (iii) any liability that cannot be excluded or limited under applicable law.

Other than as set out in this section 19, we are not responsible or liable in contract, tort, including negligence, or otherwise, for, nor do we give warranty or representation in relation to:

- (i) the quality, functionality, availability, completeness, accuracy or performance of the PSN or its Products;
- (ii) any errors, bugs or viruses in, or malicious use of, the PSN or its Products;
- (iii) inability to purchase or use any Products or the PSN;
- (iv) the activity and shared materials of other PSN users or hackers;
- (v) Products not sold by us;
- (vi) incompatibility of Products with Sony systems and software licensed for sale outside of Europe, the Middle East, Africa, India, Russia and Oceania;
- (vii) loss of data, loss of or damage to software or hardware as a result of using or accessing the PSN;
- (viii) any loss of enjoyment;
- (ix) your Internet connection, including connection, data and roaming charges and any failure to have sufficient bandwidth to download or stream Products from PSN;
- (x) loss that you may incur that was not caused by us breaching these terms of service;
- (xi) the use of the Products for any commercial or business purpose (we only supply the Products for domestic and private use) and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;
- (xii) malicious acts of third parties, including but not limited to acts such as “hacking”, spreading viruses, denial of service attacks, introduction of malicious code, trojans or unauthorised access to your Account;
- (xiii) loss that you may incur as a result of any unauthorized usage of your Account or the Account of your child Family Members (unless the usage was directly due to our error); and
- (xiv) any liability arising from an event that was outside of our reasonable control (e.g. a force majeure event).

We may withdraw access to free Products or subscription trials at any time.

Subject to the terms set out in this section 19:

- (a) if we fail to deliver any paid-for Product, our liability and your only remedy is (at our option) either providing the Product or refunding the amount you paid for the Product to your PSN wallet;
- (b) if we deliver a faulty paid-for Product, we will (at our option) offer to fix or replace the Product. If we choose to fix the Product but can't fix it within a reasonable time, or without causing you significant inconvenience, we will provide you with a full or partial (based on the value of the content you've received) refund; and
- (c) our liability and your only remedy in any other case is limited to £50 (or local currency equivalent) or, if higher, the amount of unused funds in your PSN wallet.

20. Changes to our contracts with you and our right to transfer our contracts with you

We may make changes to these terms of service from time to time. If the changes are material changes, we will ask you to accept a new version of these terms of service. If the changes are minor changes, we will either ask you to accept a new version or 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 to the email address registered to your Account. Your or your child Family Members' continued use of the PSN after such notification will comprise your agreement to the changes. You will not be able to continue to use the PSN or the Software you've previously purchased unless you agree to all changes. If you do not accept a change to these terms of Service or to the Software Usage Terms, please contact us to close your Account. In these circumstances, you will be given a refund of any unused wallet funds.

We may transfer our rights and obligations under these terms of service and any contracts between you and us governed by these terms of service without your consent at any time. However, we will notify you to let you know if we plan to do this. If you are unhappy with the transfer you may close your Account in accordance with section 17. You may not transfer your rights and obligations under these terms of service or your contracts with us on these terms of service.

21. Governing law, jurisdiction and third party rights

As far as permitted by law, you and we agree these terms of service, their subject matter and formation and any disputes relating to the same shall be governed by and construed and interpreted in accordance with English law and that the courts of England will have exclusive jurisdiction.

Sony Interactive Entertainment Europe Limited has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term in these terms of service that benefits Sony Interactive Entertainment Network Europe Limited. Otherwise, no one other than a party to these terms of service, their successors and permitted assignees shall have any right to enforce any of the terms. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under these terms of service are not subject to the consent of any other person.

22. Our company and contact details

We are Sony Interactive Entertainment Network Europe Limited (with company number 06020283) of 10 Great Marlborough Street, London W1F 7LP, United Kingdom (prior to 29 July 2016, known as Sony Network Entertainment Europe Limited). You can contact us at this address or at:

UK: help@uk.playstation.com
Ireland: support@ie.playstation.com
Australia: support@playstation.com.au
New Zealand: general_enquiries@playstation.co.nz
Bulgaria: support@bg.playstation.com
Croatia: support@hr.playstation.com
Slovenia: podpora@si.playstation.com
Slovakia: podpora@sk.playstation.com
Estonia: support@ee.playstation.com
Lithuania: support@lt.playstation.com
Latvia: support@lv.playstation.com
Iceland: olafur@sena.is
Cyprus: info@playstation.com.cy
Malta: playstation@forestals.com
Israel: support@isfar.co.il
Turkey: sonycustomer care.stur@eu.sony.com
Czech Republic: podpora@cz.playstation.com
Greece: customersupport.el@eu.sony.com
Romania: support@ro.playstation.com
Hungary: support@hu.playstation.com
Sweden: support@se.playstation.com
Finland: support@fi.playstation.com
Denmark: support@dk.playstation.com
Norway: support@no.playstation.com
Poland: pomoc@pl.playstation.com
Middle East: support@ae.playstation.com

For other means of contacting us (including by telephone) please visit www.playstation.com/get-help/contact-us/.

If you have any comments or questions about third party services and/or Products available via PSN, you should contact that third party.