

# 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.

## 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 0 will not breach clauses 0 and 0 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](http://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](http://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](http://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. When interacting with us or other users (who may be children), you 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 materials and information ("**User Generated Media**" or "**UGM**"), and your communications with our customer services team and other employees and agents via email, phone or other means.

10.3. For instance:

10.3.1. do not share anything that is vulgar or use community features to harm or alarm anyone,

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

10.3.3. do not use or promote hate speech, violent behaviour or illegal substances;

10.3.4. do not make threats of violence or promote violence, including threatening or promoting terrorism;

10.3.5. do not act in a disruptive, threatening or bullying manner or impersonate or stalk anyone;

10.3.6. do not spam or forward recommendations/offers to your contacts without their permission;

10.3.7. 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;

10.3.8. do not share, trade, phish for or harvest Account sign in details;

10.3.9. do not use or associate the Software, the PSN or any of its products for or with any commercial activity;

10.3.10. do not act in any manner that infringes privacy or intellectual property rights;

10.3.11. do not carry out, or attempt or threaten to carry out, any activity that is against these Terms or applicable law; and

10.3.12. do use common sense and good manners at all times.

## **11. Creating and Sharing Online**

11.1. UGM created and shared by you belong to you but we and, where applicable, the relevant Software publisher still have intellectual property rights in your UGM so you must not commercially exploit UGM 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 UGM, 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 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 PlayStation® products, Software 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 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 UGM and no liability to others for your activity and UGM.

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 grievance 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 grievance 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 UGM. If you use the most proximate grievance 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 grievance report you and your UGM too.

13.2. For more information on grievance reporting please visit [www.playstation.com/safety](http://www.playstation.com/safety).

## **14. Are we monitoring online behaviour?**

14.1. Yes but we can't monitor all Software activity and we make no commitment to do so. However, we reserve the right in our sole discretion to monitor and record any or all of your Software activity and to remove any of your UGM at our sole discretion, without further notice to you. Your use of the Software may be recorded and collected by us or sent to us by other users as described in clause 0. Any information collected in this way, for example, your UGM, the content of your voice and text communications, video of your gameplay, the time and location of your activities, and your real name, your PSN Online ID and IP address, may be used by us or our affiliated companies to enforce these Terms and the 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 and users. This information may be passed to the police or other appropriate authorities. By accepting these Software Usage Terms, you expressly consent to this.

## **15. Online Stores**

15.1. Whilst using Software online, you may have the opportunity to purchase items from an online store, using your SEN 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. Software may be updated from time to time, which may include adding to or removing existing functionality.

17.2. We and other publishers sometimes find it necessary to cease online support for Software. This means that features such as online multi-player and leaderboards will no longer be available. If a game is an online-only title you may no longer be able to use it.

17.3. If we decide we need to turn off online support for a specific game, we will endeavour to provide you with reasonable notice of that decision via our game forums and at [eu.playstation.com/gameservers](http://eu.playstation.com/gameservers).

17.4. Other publishers may withdraw online support for their games and may notify you of forums or websites you should check for updates.

## **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. We do not exclude or limit our liability for:

20.1.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

20.1.2 fraud or fraudulent misrepresentation; and

20.1.3 any liability that cannot be excluded or limited under applicable law.

20.2. Subject to the terms set out in clause 20.1, our liability and your only remedy is limited to £50 (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 either ask you to accept a new version or give you reasonable notice of the changes. Your or your child Family Members continued use of the Software after such notification will comprise your agreement to the changes. 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 at any time. 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 As far as permitted by law, you and we agree these Terms, 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.

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