

## Terms and Conditions of Website Use

Please read this document carefully. It contains important information about your rights and obligations and your access to and use of this website and/or Services.

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### Operator of Website and Definitions

This website is operated by Sony NetServices, We with its registered office at Sonystrasse 18, 5081 Anif, registered number FN1928356 and LG Salzburg with offices for purposes of correspondence relating to this website [office@sonynetservices.com](mailto:office@sonynetservices.com).

In these Terms: Services means any functions, facilities, applications, information or other services available through this website (including, where applicable, ISP (internet service provider and/or internet access) services). **Sony Affiliates** means Sony Corporation, Tokyo, Japan and any entity, the majority of whose shares is owned or controlled directly or indirectly by Sony Corporation. **Terms** means these terms and conditions. **User** or **you** means any person who accesses or uses this site, with or without Sony's authorisation and whether or not you are registered to use this or part of this site or a member or registered User of a Service offered through this site. **This website** or **site** means the website (home page and underlying webpages) or other collection of information and/or applications operated by Sony and available for access via physically linked or wireless networks (including the internet and networks accessible using wireless application protocol or similar (**wap**) technology) through access devices such as PCs, laptop computers, mobile telephones, PDAs, digital cameras, televisions or other network-enabled devices, on which these Terms are posted or which is expressly referred to in connection with User being requested to agree to these Terms. Any reference to **this website** or **site** includes a reference to any related wap site. Certain other terms are defined in the text below.

### Access and Use of This Site

**By accessing, browsing or downloading any part of this site or its content, or posting or uploading to this site, or any other use of this site and its content, whether as a registered User or an unregistered visitor, you agree to comply with these Terms, without modification (which form a contract between you and Sony) and all relevant applicable laws.**

If your access to this site, or to any part of it or to any Services is subject to the payment of a subscription fee, Sony may deny or suspend access in the event of late or non-payment of any fee due. You are responsible for obtaining the relevant hardware and software equipment and paying all telephone (or other network) charges necessary to access and use this site and the Services.

Access to this site or to the Services may be limited to a maximum number of times and/or duration in a given period of time. This site or certain parts of this site may contain adult or mature content. To access and view such content, you must be (and you represent that you are) at least 18 years old. If you permit children to access and view this site, you are responsible for supervising such access and determining which content or Services may be appropriate for children and which may not. Note

that through this site or certain parts of the site it may be possible for children to make available publicly personal information relating to themselves.

You agree not to access this site by any means other than through the interface that is provided by Sony for use in accessing the site.

### **Other Terms, Rules etc**

These Terms are in addition to any terms that may apply to Users under a distribution, licence or sale agreement or terms, or other applicable agreements and terms. Where this site or part of this site contains rules, guidelines, codes of conduct, further terms or other directions to Users, Users undertake that they shall also comply with such rules, guidelines etc. In the event of any conflict or inconsistency, these Terms shall prevail. **If you do not agree to any of these Terms (or any such other rules, guidelines etc.), you may not use this site.**

These Terms may contain provisions which contemplate functionalities or Services that are not (and are not intended to be) available through this site. To the extent that any provision of these Terms relates **solely** to such functionalities or Services, they shall be of no force or effect and shall not affect the validity of the other provisions.

### **Subscription or Charge Based Content and/or Services**

Some or all Site content and/or Services available on or via this site may be available conditioned on your purchase of a subscription or payment of a one-off charge.

If you elect for subscription-based content/Services and send Sony a subscription application, you represent and warrant that you are at least 18 years old, that all information that you submit is true and accurate (including without limitation your credit card number and expiration date), and you agree to pay all applicable subscription fees you incur plus all applicable taxes.

You may cancel your subscription to any fee-based content and/or services by contacting Sony (subject to any applicable minimum notice or initial contract period and to any applicable terms regarding availability/unavailability of refunds for unused periods).

Except where expressly provided in other applicable terms, where subscription fees, access charges or other fees including one-off charges are charged in respect of Services or access to, or download of content from, this site (**Fees**), Fees shall be payable by Users in advance at the time, by the means of payment and at the rates stipulated by Sony.

Where charged, Fees are subject to change at any time. Sony will make commercially reasonable efforts to inform Users who subscribe for Fee-based content and/or Services of any such changes in advance.

Where User elects via or in connection with this site to download or receive content for which Fees are payable (such as, without limitation, certain mobile phone ringtones, screen savers, background wallpaper designs or games), User represents and warrants that his or her access/receiving device supports such download/receipt and that it is compatible with the format of the requested content. After download/sending of such content (1) Fees paid in advance shall not be refunded, and (2) subject to any express limitations, you may save the content on the destination device for which it was intended but you are strictly prohibited from saving it elsewhere, editing or modifying it, copying, distributing or forwarding it to third parties or allowing third parties to access it. The provisions of these Terms relating to Site content (as defined below) shall also apply to any such sent/downloaded content.

### **User Registration and Logging On/Off**

To post, upload or download materials, communicate via and to access this site, Services, resources and certain or all Site content (defined below), User may be asked to provide registration details and log on. It is a condition of use of this site, Services and Site content that all registration details User provides are and will remain true, correct, current and complete.

You agree to notify Sony immediately of any changes which are relevant to your registration. Notification should be made to the address or e-mail address for Sony given on this site or in these Terms above.

If Sony believes the details are not correct, current, or complete, or if Sony otherwise in its discretion believes such action would be appropriate (including where it suspects the registration of multiple accounts/User profiles by the same individual), it has the right to refuse User's access to the site, and/or any of its resources, Services and Site content, and to terminate or suspend User's account (if any).

Where you log on in order to gain access to this site or a part of this site, where Sony provides a 'log-off', 'exit' (or similar) option, you undertake to log off and exit from your account at the end of your session. Sony reserves the right to log off logged on Users whose accounts are inactive for an extended period of time. If one of the Services you access via this site is access to the internet itself (e.g. ISP Service), when you are connected, in order to preserve quality of service for our users as a whole Sony reserves the right (1) to disconnect you from the Service if your connection to the Service is idle or in any event after 15 minutes or such other time limit as we choose in our reasonable discretion, and/or (2) to limit the total number of Users connected to the Service at any one time and/or the length of time for which a User may be connected in one session.

### **Passwords and Account Details**

User is responsible for maintaining the confidentiality of his or her password, account number, ID and other details (if any) and for all activities under User's account. Any unauthorised use of User's account or other breach of security should be reported to Sony immediately. Your registration and/or subscription is personal to you and you may not disclose or make

available your account name, ID or password to others. Any disclosure by you of your account name and password may result in termination of your registration and/or subscription and, where you register for fee/subscription-based content/Services, such termination shall be without refund and may be subject to additional charges based on unauthorised use.

### **Changes to Site and These Terms**

Sony and/or third party providers may make improvements and/or changes in products, support, Services, Utilities, prices and/or other Site content (including these Terms) at any time with or without notice.

Sony may provide notice of changes to these Terms (or other Site content) by displaying notices on this site or other communication means. Users who access this site after changes have been posted on the site or otherwise communicated, shall be bound by such changes as soon as such notices or new Terms are posted to the site or otherwise communicated, even if User does not visit the page on which the change or new Terms are displayed. Frequent review of this site and these Terms is therefore recommended.

### **Permitted and Prohibited Use of this Site**

Access to, and use of this site, including viewing, downloading, reproducing, displaying, posting and publishing: - data, graphics, images, photographs, designs, descriptions, information, and text - video, audio, music, and sound compilations - utilities, software (including applets and any software made available to Users in connection with, or to facilitate access to, any subscription or restricted access area or Service associated with this site) and software compilations, drivers and other Utilities (defined below) - the contents of any e-mail newsletter or similar communication sent by or on behalf of Sony in relation to this site and/or User's registration or subscription - and other content on this site which has been originated and provided directly by Sony, Sony Affiliates, or its product, support and service providers (together, **Site content**), is prohibited unless specifically permitted in these Terms. This applies to use by any means, including electronic, mechanical, photocopying, recording, creation of derivative works or otherwise.

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User shall not use this site or the Services in a way that breaches these Terms (or their spirit) or any applicable law or regulations (including those relating to the use of public communications networks) or that causes or is likely to cause any damage, interruption or impairment of this site or the Services. User may not attempt to gain unauthorised access to any part of this site, other User accounts or any computer systems or networks connected to this site, whether through hacking, password mining or any other means. User may not collect or attempt to collect personal information relating to others through this site.

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In these Terms, **User content** is information or other content, which is or may be provided to Sony or inputted or uploaded by User via this site or related means, including (without limitation) pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, e-mail and other communications, files, texts, opinions, personalisation settings and other information.

By uploading User content to this site or sending or making available User content to other Users or Sony and Sony Affiliates, pursuant to or by reason of site, Services or Site content use or otherwise, User automatically grants (or warrants that the owner of such User content expressly granted) Sony, Sony Affiliates and their designees a perpetual, royalty-free, irrevocable, and non-exclusive right and license to use (including commercial use and exploitation), copy, sub-licence, reproduce, modify, adapt, publish, translate, publicly perform, display and distribute User content (including any ideas, concepts, know-how or techniques contained therein), and create derivative works from and incorporate User content (or any part thereof) into any form, medium, or technology now known or later developed throughout the world. In addition, User warrants that it has the rights necessary to grant such licence and that all so-called "moral rights" in any User content have been waived. All User content will be considered non-confidential, not subject to any use restrictions and no User content will be subject to any obligation of confidence on Sony's part.

However, this section does not apply to any personal information submitted by a User which identifies him or her. This will be processed only as provided in the personal data section of the data or registration submission form of this or related Sony websites, elsewhere in these Terms and any other terms and conditions which apply specifically to any relevant transaction (if any) between User and any Sony Affiliate.

### **Prohibited and Restricted User Content**

#### **Inappropriate postings or communications**

Sony prohibits the transmission, distribution, dissemination, uploading, posting, submission, sharing and storage on, via or through use of this site (together, **uploading**) of User content which it considers (in its sole discretion) to be inappropriate or distasteful.

Such User content includes (without limitation) communications with - pornographic, profane, sexist, homophobic, defamatory, deceptive, vulgar, obscene or offensive content - ethnic, racist or religious slurs or derogatory epithets - advocacy of violence, hate or unlawful activity - depictions of child abuse, child pornography or sexually suggestive poses - advertisements, surveys and contests - price-sensitive information relating to publicly listed securities - and material that could give rise to any civil or criminal liability under any laws.

Sony prohibits the uploading or use of Site content or transmission of User content with a primary or secondary purpose or effect - to sell, distribute or promote firearms, weapons or controlled substances, make-money-fast schemes, pyramid or chain letters, fraudulent or otherwise criminal offers - to register another email address other than your own - to distort auctions or other markets (including public quoted securities markets) - to threaten or harass others - to disrupt discussions or to create a false identity for the purpose of misleading others - to convey sexual requests from, for or to a minor - to make racial slurs or comments - to impersonate any person or misrepresent your affiliation with any person or entity.

User shall not advertise or offer to sell or buy any goods or services for any business purpose, unless the relevant Forum or Service specifically permits this.

Sony reserves the right (but does not accept any obligation) to delete or restrict Users' access to relevant Site content and/or User content and/or to pass relevant User content and/or information relating to User (including personal information) to any appropriate authority where User content is uploaded in breach or suspected breach of any of these Terms (or their spirit or other applicable rules or terms) or any applicable law or regulations, without any requirement for any claim or complaint to be formally commenced or proved.

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### **Personal information**

Except for personal information of a User submitted by that User for registration and/or account opening purposes or (if applicable) personal information relating to other natural persons known to a User for inclusion in that User's online address book, Sony prohibits the uploading of any User content which discloses personal or private information concerning any individual or entity, including telephone number(s), e-mail or physical addresses, User account numbers, passwords and

financial information.

Where personal information relating to, or images of, another natural person are uploaded by a User for inclusion in that User's online address book, photo album (or for any other purpose), the User warrants that such person (the data subject) has given his or her consent to such submission and to the data processing that this involves and any other usage of such User content contemplated by these Terms or on this site.

### **'Spam' and Upload of destructive materials**

All forms of 'spam' or junk e-mail, including uploading or sending multiple unsolicited submissions to different discussion groups, mailing lists, and all activities that facilitate spam, are prohibited on or via this site. Unless Sony's actual damages (where reasonably calculable) exceed this amount (in which case the actual damages shall be payable by User), by way of liquidated damages, you agree to pay Sony 5 Euros for each item of 'spam' sent through your User account in breach of these Terms.

Sony prohibits the uploading of computer programs, files and other materials that contain destructive or disruptive features such as viruses, corrupted files, 'hidden' files (such as image files with audio files embedded), worms, trojan horses, or bots for the use of scrolling, showing multiple screens, and other activities that can be disruptive to website integrity or functioning or online communication generally.

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Any User content and/or Services you obtain or use, or convey through site use, including use of any Forums, will be at your own discretion and risk and are subject to the disclaimers and liability limitations in these Terms. The security of this site and User content cannot be guaranteed.

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User is solely responsible for any damage (including to Site content) resulting from use (or submission) of any User content or the site (including disputes and incidents described in the preceding sections) and related transactions or occurrences.

Sony shall have no responsibility for unauthorised access to User's account, or automatic forwarding of messages and/or viruses (caused by viruses or otherwise) to persons whose details have been submitted by a User for inclusion in, any on-line address book available through this site.

**The limitations on and exclusions of liability in these Terms apply regardless of whether the liability is based on breach of contract, tort (including negligence or defamation), strict liability, breach of warranties, or any other legal theory.**

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**Sony shall not be liable for any loss, deletion, removal or failure of delivery to the intended recipient of User content uploaded to this site, whether caused by computer virus, unauthorised access or otherwise. Users are encouraged to retain a back-up copy of all User content and Users undertake that they shall do so in respect of all uploaded User content. Sony reserves the right to deny access to this site and delete User content at any time without notice.**

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Where applicable law prohibits or limits Sony's exclusion of Warranties as set out above, Sony excludes, disclaims and limits such Warranties only to the maximum extent permitted by applicable law.

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You acknowledge that the Utilities, and any accompanying documentation and/or technical information, may be subject to applicable export control laws and regulations. You agree not to export or re-export the Utilities, directly or indirectly, in breach of any such laws or regulations.

Where Sony agrees (in writing) to provide technical support in relation to a Sony product, it shall only provide that support on the relevant Sony products with operating systems and other software in the same form and version as shipped from the Sony or Sony Affiliate factory, and may elect not to provide support on Sony products on which Utilities have been subsequently incorporated or loaded.

Applicable EULA's may impose additional warranty and liability exclusions or limitations on Utilities.

**The downloading of any Utility constitutes acceptance of these Terms. If you do not agree with these Terms, you may not download any Utility or accompanying online documentation.**

### No Liability - Site Content

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Applicable law may not permit the liability exclusions in this section in all cases. The liability exclusions in this section apply only to the maximum extent permitted by applicable law.

In no case will Sony's liability for damage and loss (whether in contract, negligence, tort or otherwise) exceed the amount paid by User for accessing this site (except as otherwise prescribed by mandatory, applicable law). Nothing in these Terms shall exclude Sony's or Sony Affiliates' liability for death or personal injury arising from Sony's or any Sony Affiliate's negligence.

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By submitting information via this site or any related telephone registration process:

- You consent to the processing of data personal to you, such as your name and title, address, telephone number, contact details and other personal details ("Personal Data"), in accordance with the terms notified in the "Personal Data" (or similarly entitled) part of the registration/data input form or telephone registration process for this site.

- You acknowledge that the processing of your Personal Data is necessary and/or desirable for the personalisation of your visit to this site and/or the granting and controlling of access to this site or parts thereof to registered Users or paying subscribers and you consent to such processing.

In certain circumstances Sony may seek additional personal information such as photocopies of identification documents or credit cards for example for identity verification or fraud prevention purposes. Where such additional information is submitted

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