

Operator of Website and Definitions

This website is operated by Sony DADC Austria AG, (Sony, we or us) with its registered office at Sonystrasse 20, A-5081, Anif/Salzburg, Austria, registered number FN 34018b and LG Salzburg (UID/VAT: ATU340004207, Audiovisions- und Filmindustrie Österreich, Produzent optischer Speichermedien) with offices for purposes of correspondence relating to this website at Sonystrasse 20, A-5081, Anif/Salzburg, Austria, e-mail address: webmaster@sonydadc.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.

Sony gives limited, non-transferable, non-exclusive, revocable permission for User to access and make personal, non-commercial use of this site and Site content as a support and communication resource for purposes specified in this site only. User may electronically copy and print in hard copy Site content for these purposes, provided that all copyright and proprietary notices (where present) are retained on Site content.

Any other use of Site content including reproduction for purposes other than those noted above, modification, distribution, transmission, downloading of Site content (other than page caching), republication or reverse engineering - without the prior written consent of Sony - is prohibited (except to the extent such prohibition is

prohibited by applicable law). Without limitation, permission to use Site content does not include - resale or commercial use or distribution of Site content - collection and use of any product, support or service listings, descriptions, or prices - derivative use of this site or Site content (including framing) - downloading or copying of account information for the benefit of another merchant - any use of data mining, robots, or similar data gathering and extraction tools - any use of Site content on any other website, server or networked computer environment - or any use of Site content which suggests an association with any Sony or Sony Affiliate products, support or services, except as expressly provided by written agreement between relevant parties.

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.

Copyright - Ownership of Site Content

Sony does not transfer title to any Site content downloaded or used by User. Site content, including its selection and arrangement, is owned by Sony or Sony Affiliates and/or their content and technology providers and is protected by copyright and other laws. Limited permission to use Site content (for the purposes stated in the preceding section) is specifically conditioned on User's recognition, observance and retention of all copyright, trademark and other proprietary notices in Site content, and all proprietary and other intellectual property rights of Sony or Sony Affiliates and/or content and technology providers, in Site content. User shall not have any ownership rights in any e-mail address, URL or other personal identifier that may be allocated to, or chosen by, him or her for the purposes of any Services available through this site and User's limited rights to use such identifier/address shall continue only for so long as User's registration/User account remains valid for access to this site or the relevant Service. After termination of such validity by Sony for any reason, Sony shall be free to use and/or allocate to other Users any such identifier/address.

Any unauthorised use or copying of Site content, or use of Site content which breaches these Terms (or their spirit) may violate trademark, copyright and other proprietary rights, and civil and criminal statutes. Users shall not use any Site content (or any other content made available through this site) in any manner that infringes any trademark, copyright or other proprietary rights. Sony reserves all rights with respect to such unauthorised use or breach of these Terms.

Trademarks

"Sony" is a registered trademark of Sony Corporation, Japan.

All trademarks, logos, website addresses, product or model names or derivations that describe Sony or Sony Affiliate products, support or services or that contain the word "Sony" that are included in Site content (together, **Sony Marks**) are trademarks and/or the property of Sony or Sony Affiliates. Any list of Sony (or other) trademarks on this site is periodically updated but shall not be taken as an all-inclusive list of Sony (or other) trademarks. Any use of Sony Marks or permutations thereof (except as expressly authorised by Sony in writing) is strictly prohibited.

Other product and company names mentioned in this site may be the trademarks of their respective owners.

User Content - Uploaded or Provided Information/Material

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.

Materials protected by copyright and other intellectual property rights

Sony prohibits the uploading of content that contains music, software, images (still or moving), literary or artistic works or other material protected by intellectual property laws (or that may infringe others' intellectual property rights), unless the User owns or controls the exclusive rights thereto or has received all required consents (which the User warrants if such content is uploaded). Sony prohibits the uploading of actual or suspected copyrighted materials, the use of which is unauthorised, or counterfeit materials.

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.

Review of User Content by Sony

Through this site, Sony merely offers a 'venue' for Users to access certain specified services, Utilities and/or information. **Sony cannot and does not undertake to screen, review, edit, censor or otherwise filter or control User content or the behaviour of Users of User content or Site content.**

However, Sony may, but shall not be obliged to, review, either by manual or automated means, all User content which is or may be uploaded on this site, and monitor or review any areas of this site where Users transmit or post communications or communicate with each other or Sony (as applicable) including without limitation chat rooms, news groups, bulletin boards, community pages, photograph albums, personal web pages or other use areas and forums (Forums), as applicable. Sony retains the right (but disclaims any obligation) to reject, not post, not use, remove, amend, deny access to and/or delete any User content, without notification, which it, in its sole discretion,

considers to be inappropriate or distasteful or otherwise in breach of these Terms (or their spirit) and without any requirement for any complaint or claim in respect of the relevant User content to be formally commenced or proved. Sony retains the right (but is under no obligation) to co-operate with any law enforcement authorities or in response to court and other official requests directing that Sony disclose the identity of anyone posting User content.

No Liability - User Content and Site Use

The materials, information and opinions (which may include User content) included and/or expressed in or on Forums (or via any other means of accessing User content) are not necessarily those of (or endorsed by) Sony or Sony Affiliates or related entities. All User content should be considered expressions of opinion only and not statements of fact.

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.

You understand that whenever you release personal or other information online - for example, via message boards or chat rooms and other Forums - that information can be collected and used by people you do not know. While Sony makes all reasonable commercial efforts to protect your personal information and privacy, it cannot guarantee the security of any information you disclose online. **You make such disclosures at your own risk.** Except in relation to personal information submitted by a User for the purposes of registration or opening or updating that User's account (in relation to which Sony makes all reasonable commercial efforts to protect your privacy), Sony shall not be liable in respect of (and disclaims all liability in relation to) User content submitted to an area of the site designated as (or expected to be) a private, personal or limited access area of the site which becomes available to persons other than the User who submitted the User content. Similarly, Sony shall not be liable in respect of (and disclaims all liability in relation to) any non-availability of User content submitted to an area of the site designated as a public area of the site or other Forums where Users other than the User who submitted the User content may gain access to such content.

Sony is under no obligation to become involved in any dispute that you have with other Users or in any incident that you are party to with other Users, or that are affected by or otherwise related to this site.

Sony disclaims all liability relating to any User content, including any error, virus, defamation, libel, obscenity or inaccuracy contained in any User content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited User content and any other User content. Sony disclaims all liability for unauthorised use (by other Users) of User content, and disclaims (without limitation) all liability for use of User content which breaches any copyright, trademark rights or other intellectual property rights of any other User or person.

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.

Storage and Loss of User Content

Where Sony provides e-mail facilities, web hosting or other services via this site involving the provision of computer storage space, or in relation to other relevant Services, Sony reserves the right to impose and vary limits and/or restrictions (temporary or otherwise) on the use of the Service, including, without limitation, limits on the storage provided by reference to storage space (e.g. a maximum total limit and/or a maximum per file/e-mail size limit), time/age of files (e.g. e-mails older than 180 days), number and/or size of files (e.g., a maximum number of e-mails that may be sent from, stored within or received by your account), amount of data down- or uploaded or any other criteria Sony may specify. Without limiting the following paragraph, material which exceeds any such limit may be deleted or not accepted for such storage. Users may not on-sell any storage space offered through this site.

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.

No Warranties - Site Services and Site Content

All Site content and Services are provided "as is" and "as available" and Sony expressly disclaims, to the maximum extent permitted by applicable law, any warranties and representations of any kind

(Warranties) with respect to Site content and Services, either expressed or implied, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement of third party intellectual property rights.

Without limitation:

- Sony gives no Warranty that Site content is appropriate, available or permitted for use in all locations, that it is virus-free or as to its interoperability with any hardware, software or content or as to User's ability through this site to access or interact with any other service providers, networks, users, or informational or computing resources through the internet. Those who access this site and use Site content and/or Services are responsible for compliance with all applicable law and regulations, including any applicable local laws.
 - Although Sony has attempted to verify the accuracy, reliability and currency of all Site content, including (as applicable) product, services, support and other details and descriptions obtained from third parties, Sony gives no Warranty as to the accuracy of any statements in this site. Any materials, products, support, services or information at or referred to in this site may be out of date. Sony makes no commitment to update Site content. Sony disclaims any liability or responsibility for any errors or omissions in Site content (except insofar as such disclaimer would be inconsistent with its warranties and other terms and conditions related to product or service sales, if any, by Sony). Any decisions based on information contained in Site content (or User content) are User's sole responsibility.
 - Sony gives no Warranty that functions or Services available through and other User interactions with the site will be constantly available, uninterrupted, secure or error-free, that defects will be corrected or that this site or the server that makes it available are free from viruses or other harmful components. Sony and Sony Affiliates assume no responsibility, and are not liable for, any damage to (or loss of data from), or viruses that may infect, your computer equipment or other property on account of your access to, or use of this site including downloading any images, software or other Site content. If use of Site content results in the need for servicing, repair or correction in equipment or data, User assumes all costs in that regard.
 - Information in Site content (and User content) does not constitute legal, professional, financial or medical advice and should not be relied upon. Site content containing forward-looking statements or statements of intention should not be relied upon. Sony reserves its right not to act in accordance with any such statements.
 - This site may contain references to specific Sony products and services that may not be or may not be readily available in a particular country. Any such reference shall not be taken as implying or Warranting that any such products or services shall be available at any time in any particular country.
- 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.

Transactions with Third Parties

Where it is possible for Users to transact through this site (or any linked site) with a third party (including other Users or a service provider or product seller) who is not Sony, such transaction shall be (and any rights and obligations shall arise) solely between you and the third party.

Software Downloads and Online Applications - Restrictions and Disclaimers

Any drivers, software, programs (including all upgrades and updates), browser plug-ins, peripherals and other applications, computer based services or utilities, any software made available to Users in connection with, or to facilitate access to, any subscription associated with this site and all files and images, incorporated in or generated by software, programs and other materials available for download, or as a remote application or service, from the Site content (**Utilities**) are provided by way of support and service to Users. Title to Utilities (whether downloaded or not) is not transferred to Users and is owned (as to all intellectual property rights therein) by Sony, Sony Affiliates or the relevant licensors.

User's use of any Utilities shall be governed also by the terms of any associated on- or off- line documents, end user licence or other relevant agreements, and terms and conditions specified by the relevant vendor or licensor (**EULA**) (which shall supersede these Terms, in the case of any inconsistency with these Terms). Where no EULA accompanies a Utility, the Utility is licensed to you on a single-user, non-transferable, non-exclusive, revocable basis.

Utilities may be used only as specified in the applicable EULA. User may not reproduce, copy, rent, lease, reverse engineer, decompile or sell Utilities, except to the extent expressly permitted by the EULA or by applicable law. Unauthorised use of Utilities violates copyright and other intellectual property rights and Sony or the relevant licensor (as appropriate) reserves all rights.

Sony does not give any Warranty with regard to the accuracy or reliability of the results or output that derives from the use of Utilities. Sony does not accept any responsibility for loss of data or damage caused by the installation or use of any of the downloaded Utilities, or give any other warranty, or accept any liability whatsoever with respect to Utilities. Sony recommends that Users (and Users warrant that they shall) always create and retain a copy of all data in hardware (with or in which Utilities will be installed or used) before installing or using any Utilities.

Sony and Sony Affiliates do not (except as specifically stated in an applicable EULA, if at all) offer support or assistance in using, installing or maintaining any Utilities, or resolving issues or problems that may occur as a result of using or installing Utilities.

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

Sony, Sony Affiliates and all other persons involved in creating, producing, hosting or delivering Site content shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages, including in respect of loss of data, loss of profit, business interruption or time incurred or damages of any other nature (including arising out of negligence and other torts) that result from the use of, or the inability to use, Site content, even if Sony or an authorised representative has been advised of the possibility of such damages.

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.

Personal Information, Privacy and Cookies

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 to Sony in connection with this site, it shall also be regarded as "Personal Data".

Sony may share, make available or transmit Personal Data to other departments and divisions in Sony and Sony Affiliates within Europe and (subject to Sony's strict compliance with applicable data protection laws) overseas, including Sony Corporation, Japan. Sony will not disclose Personal Data to entities and persons, other than Sony Affiliates, (3P's) without your consent, except in the cases below.

Personal Data may be disclosed to 3P's to enable (1) the performance of contracts you are party to or for other purposes specified in these Terms or in the "Personal Data" (or similarly entitled) part of the registration/data input form or telephone registration process for this site; or (2) compliance with legal obligations to which Sony or any Sony Affiliate is subject.

Personal Data may be disclosed to 3P's to enable them to provide services for or on behalf of, or at the direction of, Sony or Sony Affiliates. In such cases, Sony takes measures to ensure that the 3P's comply with Sony's privacy policy and that such recipients (1) do not use Personal Data other than for the purposes permitted; (2) obtain and process Personal Data only on condition that they secure that Personal Data from unauthorised use and adopt and comply with similarly stringent policies and terms on Personal Data protection and use; and (3) comply strictly with applicable laws.

Where Personal Data is provided in connection with transactions connected with this site involving payments (such as payment for subscriptions), Sony may transmit Personal Data to 3P's who are credit/fraud probability assessment agencies or 3P's who are otherwise involved in crime prevention, in order to process the acceptability of your tendered credit card or other payment methods or to combat crime, and/or to credit card and other payment processing agencies. Personal Data transmitted to those 3P's may need to be transferred to the United States of America or other places outside the European Economic Area, for processing and related purposes.

Some agencies have advised that transmitted Personal Data will also be used to generate credit, risk or fraud possibility assessments for Sony and other third parties with whom you may enter into transactions.

Sony may use, process and disclose without restriction any anonymous or generic data (including statistics) in which you cannot be identified.

You may request Sony to inform 3P's to whom Personal Data has been communicated of corrections or deletions to that Personal Data. If Sony does not have control of that Personal Data, Sony will use its reasonable efforts to communicate your corrections and deletion requests. However, where Personal Data has been transferred to credit card payment and certain other agencies for payment processing, you may need to contact such agencies directly if you wish Personal Data transferred to those agencies to be rectified or deleted. Sony cannot assume, and excludes all, responsibility for rectifying or deleting Personal Data which has been transferred (with your consent) to certain agencies such as credit or fraud probability assessment, and payment processing agencies, who require and/or assume control of that data. Sony accepts no liability for any incorrect credit or other assessments generated by such 3P's, or any other consequences (including adverse credit ratings) of Personal Data disclosed and used as contemplated in the "Personal Data" (or similarly entitled) part of the registration/data input form or telephone registration process for this site, and these Terms.

By accessing this site, User accepts and agrees that Sony, Sony Affiliates or its service providers may send cookies (small pieces of data placed on your hard disk drive when you access a website or a certain part of a website) to your computer or other access device in order to personalise your visit to this site and/or to learn more about your use or browsing habits while visiting this site. The cookie may contain personal information about you and may be a persistent or single session cookie.

Indemnity

User shall indemnify Sony, Sony Affiliates and their officers, agents, employees and service providers and hold them harmless in respect of all losses, costs, proceedings, damages, expenses (including reasonable legal costs and expenses) or liabilities howsoever incurred by any of them as a result of any claim by a third party resulting from a breach or non-observance by User of any prohibition, or restriction on User's activities in relation to this site contained in these Terms, or of any undertaking, representation or warranty of User contained in these Terms and in relation to any claim by any person in respect of matters, responsibilities or obligations that have been disclaimed by Sony under these Terms.

Without limitation to the generality of the above indemnity, User releases, indemnifies and holds harmless Sony, Sony Affiliates and their officers, agents, employees and service providers (who disclaim liability) in respect of claims, liabilities, costs (including legal fees), expenses, demands and damages (direct, indirect or consequential) of any nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, howsoever incurred by any of them arising out of or in any way related to:

- any prohibited or restricted User content uploaded by User or any use of this site by User (including prohibited or restricted site use by User);
- any loss, deletion, removal, corruption or publication of User content uploaded by User; or
- any unauthorised use of User's account or compromise of User account security through a failure to maintain the secrecy of User account passwords or other security details, and all related occurrences.

Hypertext Linking To and From This Site

You must seek and obtain the written consent the operator of this site before creating any link to this site. Deep linking is strictly prohibited. All authorised links to this site must be to the home page of the site, must make it clear that this site and the Site content are distinct from the website containing the link and must make it clear that this site is owned and/or operated by Sony.

Sony may provide, or third parties (with consent as above) may provide, hypertext links to and/or from other internet websites or resources. The inclusion of such links in this website is for convenience only and does not imply endorsement by Sony of the other website or any association with the operators of that site. Sony encourages discretion when browsing its or external websites and resources. Some websites may contain or link Users to websites containing information that may be considered inappropriate or offensive. External websites may send their own cookies to Users, collect data and/or solicit personal information.

User's visiting of any external websites via links from this site is entirely at User's own risk.

Sony has not confirmed the accuracy or reliability of any information in external websites or resources linked or accessed via this site, or which link to Sony's site(s). Sony shall not be responsible or liable for any content, advertising, products, support, services or other materials on or available from such external websites or resources. Sony shall not be responsible for the accuracy, copyright compliance, legality or decency of material contained in external websites or resources. Sony shall not be responsible for, and disclaims all warranties, express and implied, as to, the accuracy, validity, legality, copyright compliance, decency or otherwise of any materials or information contained in external websites or resources. Sony shall not be liable, directly or indirectly, for any damage or loss caused or allegedly caused by the use of or reliance on any content, products, support or services available on or through any external websites or resources.

Without limiting the above, Sony does not make any representations or warranties as to the security of any information (including credit card and other personal information) a User might be requested to give any third party through linked websites and User waives any claim against Sony with respect to such matters.

Termination

Except in relation to a Service or access for which a subscription fee is payable, User may terminate its privileges to use Services on this site and other Site content, at any time by destroying all Site content downloaded from this site, and all copies, wherever located or installed. User's right to use services on this site and other Site content will terminate immediately with or without notice in Sony's sole discretion if User fails to comply with any of these Terms.

Where a subscription or other fee is payable by User in respect of access to and use of this site or a Service, User must inform Sony in writing (or by other expressly authorised means) of his or her desire to terminate the subscription. In the absence of any express contrary provision relating to User's ability to terminate or the period for termination, User shall be entitled to terminate a subscription Service upon giving Sony at least one full calendar months' notice of such termination.

Sony may terminate User's access to or registration through this site if User's account is not accessed or if User does not log-on during any period of 3 months or more (or such other period designated by Sony).

Sony also reserves the right to terminate User's access to this site and/or its account in Sony's discretion at any

time without cause (subject to the refund of any amounts paid in advance by User in respect of such access in accordance with the applicable terms). In such circumstances, Sony will make commercially reasonable efforts to send notice of termination to Users at their last notified contact address or e-mail address.

On termination, User must cease use of, and destroy all copies it holds of Site content and Sony may remove and/or delete all such User's User content, except where a perpetual licence has been granted by Sony to use certain Site content in return for a fee which has been paid. Without limiting Sony's general freedom to delete, or deny access to, User content for any reason, following termination Sony shall have no obligation to maintain any User content or to forward any messages to you or any third party.

Miscellaneous

If any provision of these Terms is held to be unenforceable, the unenforceable provision shall be deemed to be replaced by a valid, enforceable provision that most closely matches the intent of the original provision. This shall not affect the validity or enforceability of the remaining provisions.

Without prejudice to the disclaimers and liability limitations in these Terms, no claim or action against Sony or Sony Affiliates may be brought by any person in relation to or arising out of this site unless such claim or action is commenced and notified to Sony in writing within 1 year after the date the cause of action first arose.

Sony employees and agents are not authorised to vary these Terms. Nothing said by any sales or customer relations person on behalf of Sony should be understood as a variation of these Terms or as an authorised, legally binding representation about this site or the nature or quality of products or Services displayed or other Site content. The headings in these Terms are for convenience only and shall have no effect on the construction of these Terms.

Calls to any customer telephone helplines related to, or referred to in, this site may be monitored for training and quality control purposes.

These Terms and the contents of this site are subject to copyright.