



## Terms of Service

For all PlayStation products, these Terms of Service are between you and Sony Computer Entertainment of America ("SCEA"). For all other Sony products applicable to these Terms of Service, these Terms of Service are between you and Sony Electronics Inc. ("SEL"). SCEA and SEL shall collectively be referred to herein as "Sony" unless otherwise stated. Visit [www.sony.com/psterns](http://www.sony.com/psterns) for any updates to these Terms of Service.

## Sony® Premium Services General Terms

1. Sony Premium Services ("Premium Services") are not intended to be a warranty. When Sony covers service under the applicable Limited Hardware Warranty or an extended service contract, the terms of the applicable Limited Hardware Warranty or the extended service contract will govern the service.
2. With limited exceptions, Premium Services are limited to Sony Consumer Electronics and Products ("Sony Products").
3. Sony provides the Premium Services "AS IS" and makes no representations or warranties of any kind. Sony does not warrant that any services or software provided or installed will be error-free.
4. Premium Services may return the Sony Product to its original factory specifications, with updates as applicable. Any software updates, applications, or data that you added after the purchase of your Sony Product may need to be reinstalled by you.
5. Premium Services are governed by the laws of the State of California, without regard to its conflict of law rules, and all disputes, claims or litigation arising from or related in any way to the Premium Services will be litigated by either party in a court of competent jurisdiction:
  - for SCEA: in either the Superior Court for the State of California in and for the County of San Mateo or in the United States District Court for the Northern District of California.
  - for SEL: of the state and federal courts of the County of San Diego, California or the county of residence of the guest for any disputes hereunder.
6. Sony reserves the right to terminate, cancel, or modify any term or condition associated with the Premium Services at any time.
7. Sony shall inspect each Product and, at its sole discretion, reserves the right to refuse service for any Product that has had its serial numbers and/or Warranty Seal altered, defaced or removed or if the Product has been damaged due to accident, abuse, excessive wear and tear, neglect, misuse (including faulty installation, repair, or maintenance by anyone other than Sony or a Sony Authorized Service Provider), unauthorized modification, extreme environment (including extreme temperature or humidity), extreme physical or electrical stress or interference, fluctuation or surges of electrical power, lightning, static electricity, fire, acts of God or other external causes. Sony service staff will make the final decision on whether to refuse service. If Sony determines that your Product is out of warranty or is not eligible for service, you may be responsible for return shipping and processing charges.
8. You understand and acknowledge that during the service of your Product, it may become necessary for Sony to provide certain services to your system to ensure it is functioning properly in accordance with Sony guidelines. Such services may include the installation of the latest software or firmware updates, or service or replacement of the hard disk or system with a new or refurbished product. You acknowledge and agree that some services may change your current settings, cause a removal of cosmetic stickers or system skins, cause a loss of data or content, or cause some loss of functionality. You should remove any peripherals, non-system components, and any content that you consider proprietary, private, or confidential before you send in your Product for service. Sony shall not be liable for damages resulting from your failure to comply with the foregoing, or any instructions provided to you by Sony.
9. LIMITATION OF DAMAGES. SONY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PRODUCT USE, LOSS OF DATA, OR LOST PROFITS, FOR BREACH OF ANY TERM HEREUNDER OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO YOUR SONY PRODUCT.
10. Some states and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. The express Limited Warranty and Repair terms set forth below regarding out-of-warranty repairs and repair parts gives you specific legal rights, and you may also have other rights that vary by state or jurisdiction.
11. Certain Premium Services offered by SEL relate to services conducted by or in coordination with non-Sony 3rd Parties, for which additional terms may apply. Please refer to the appropriate 3rd party for further details.
12. The terms and conditions contained herein may be amended and are subject to change from time to time in Sony's discretion.

## Data Protection, Privacy & Rights for Premium Services

1. You agree and understand that Sony may need to access, use, or process your data in order to perform services hereunder. During data migration service, data may be transferred to a Sony external hard drive prior to loading onto your Product. Sony deletes such data immediately after service is complete and will not maintain a copy of any of your data.
2. **SONY IS NOT LIABLE FOR THE LOSS OR CORRUPTION OF YOUR CONFIDENTIAL, PERSONAL, PRIVATE, OR PROPRIETARY INFORMATION OR OTHER DATA LOCATED ON YOUR SONY PRODUCT OR ANY OTHER PRODUCT RELATED TO THE SERVICES YOU SEEK (ON YOUR HARD DISK DRIVE, REMOVABLE MEDIA, OR OTHERWISE), BEFORE BRINGING YOUR PRODUCT IN FOR ANY SERVICE, PLEASE MAKE A BACK UP COPY OF YOUR DATA, REMOVE ANY REMOVABLE MEDIA (E.G. MEMORY STICK, DVD, VIDEO GAME, ETC.) AND REMOVE ALL CONFIDENTIAL, PERSONAL, PRIVATE AND PROPRIETARY DATA OR CONTENT.**
3. Sony values your privacy and protects your information in accordance with Sony's Privacy Policies available at:
  - SEL: <http://products.sel.sony.com/SEL/legal/privacy.pdf>
  - SCEA: <http://us.playstation.com/support/privacypolicy/>
4. If any Premium Services involve Sony transferring information or installing software, you represent and warrant that you have all necessary legal rights to transfer or install such information or software, you agree to any software terms/conditions, and you authorize Sony or its authorized service providers to transfer the information and accept any software terms and conditions on your behalf.
5. SEL may require you to give user and/or password information to gain access to Products in order to provide Services. If you do not want to provide this information, you may want to remove the password prior to obtaining the service or repair.

## Limited Warranty and Repair

1. For any Sony Product that is out-of-warranty (OW) at the time of repair, Sony warrants against defects in material and workmanship for a period of ninety (90) days following completion of such repair. If the Product is determined to be materially defective during the 90 day warranty period, your sole remedy and Sony's sole and exclusive liability shall be limited to (i) repair the Product using new or refurbished parts or (ii) replace the Product with a similar new or recertified/refurbished Product at Sony's option. For purposes of this limited warranty, "recertified" or "refurbished" means a product or part that has been returned to its original specifications. Any implied warranty of merchantability or fitness for a particular purpose for your out-of-warranty repair is limited in duration to this ninety (90) day limited warranty. If your Product is in Sony's possession and an estimate of cost to repair is provided to you and there is no response within five (5) business days, the Product will be returned to you unrepaired at your expense. Sony is not responsible for Product not claimed within thirty (30) days after notice of service completion is provided, or the number of days prescribed by applicable state or local law, whichever is greater.
2. Hardware Repairs:
  - VAI0® PC: Following an in-store diagnostic, the Product will be shipped to Sony or one of its authorized service providers. There is a non-refundable minimum charge of \$99.99 Diagnostic Fee for Out of Warranty products. In-Warranty product service requires a copy of proof of purchase. Sony will estimate necessary repairs at the following rates: •Basic Repair - \$199.99 •Minor Repair - \$299.99 •Major Repair of LCD or Motherboard ranges between \$449.99-\$599.99 depending on model. For any accidental damage repair, the service center will provide an estimate prior to repair. **NOTE: If you purchase any full repair, the \$99.99 In-store Diagnostic Fee will be deducted from the repair charge (Please see Diagnostic Services Below for more information). Pricing is subject to change at Sony's discretion.**
  - Non-VAIO Consumer Electronics, including PlayStation products: In-Warranty repairs and service may be provided in accordance with the terms of the applicable Limited Hardware Warranty, and a valid copy of proof of purchase must be presented to obtain in-warranty repairs or services. For out-of-warranty repairs and services, repair prices will be estimated depending on the particular service and the Product at issue. The estimated fee does not cover repairs necessary to address accidental damage. If upon examination, it is determined that your actual repair cost will exceed the estimate provided to you, then an updated quote will be provided to you. If you do not wish to pay the updated estimate, you may request to have your Product disposed of at our facility or returned to you at your expense.
3. The parts used in your repair may be new or reconditioned. Reconditioned parts meet the same factory specifications for new parts and come with the same warranty.



### Description of Services

All terms within this section are between you and SEL, and do not apply to any PlayStation products. Note that certain services may be performed through different channels such as in-store, remotely, phone support, chat, and repair center.

- 1. Diagnostics:** These services include performing software, hardware, and functional tests to determine the root cause of an issue. Service performed on a product not currently covered under an applicable Sony® Limited Warranty requires a non-refundable minimum charge of either:
  - \$99.99 Diagnostic Fee, for service provided in-store.
  - \$49.99 Diagnostic Fee, for Remote Services (phone or chat support).
- 2. Data Services:** For a fee, Sony offers data services including Data Backup, Migration, and Recovery. THESE SERVICES DO NOT INCLUDE SOFTWARE APPLICATIONS OR FILE ORGANIZATION/MANAGEMENT. Some files may be encrypted or may require re-authorization including digital music, video, eBooks, or games on a PC using digital rights management (DRM). Please contact your media licensor for details. Sony is not responsible for any encryption or DRM issues. Recovery: Sony cannot guarantee that any or all data will be recoverable. Partial completion of data recovery will be charged full price. Data recovered may be limited by software corruption or hardware failure.
- 3. Software Installation:** Software installation/service does not guarantee software functionality, and Sony is not responsible for software defects. This service requires operating system compatibility and license/key of all new software. Installation and configuration of software will be installed according to default settings. This service does not include software, which is sold separately. You must provide proof of purchase, necessary discs, or website and/or passwords necessary to access software for installation. May require Operating System Installation; see Operating System Installation below.
- 4. Operating System Installation:** This service requires verification of compatibility and license/key for Microsoft® Windows® Operating System or other applicable operating system. Guest must have a VAIO® PC that is eligible for the Sony upgrade/downgrade or Sony Companion DVD. Sony is not responsible for software or hardware features that may not work as a result of an upgraded or downgraded Operating System. Software compatibility updates may be available from the software manufacturer. This service does not include installation of any such updates.
- 5. Software Repair:** Sony warrants its Software Repair services for a period of seven (7) days following completion of such repairs. This Software Repair warranty is only valid if subsequent claims are for the exact same issue as originally repaired. This seven (7) day warranty period shall not apply to any services related to the removal of viruses, spyware, or malware. Sony cannot guarantee detection of all malicious software or that software can ultimately be repaired.
- 6. Optimization (PC Tune-up):** Sony will install or schedule Microsoft and Sony critical updates, update and optimize installed security software, remove temporary files, optimize startup, remove unwanted files or applications, and schedule scandisk and defragmentation. Any software or hardware necessary to perform Optimization services is not included and must be purchased separately or provided by the guest if needed. Due to various factors beyond Sony's control, Sony cannot guarantee that Optimization services will always create a noticeable performance difference.
- 7. Recovery Media Creation:** This service includes creation of recovery media that may be used to restore your product to original factory settings. Up to three (3) discs will be supplied for storage. You will be responsible for supplying any additional storage media required for this service.
- 8. Memory/External Device Installation (Setup & Sync):** This service includes installation and configuration of memory or external devices (e.g. external keyboards, Bluetooth mouse, printers, or scanners). Necessary hardware or software is not included in this service and must be purchased separately or provided by the guest if needed. Sony does not guarantee the compatibility or functionality of external devices. Memory installation cannot be performed through phone support.
- 9. Connect & Secure (Networking):** This service is limited to setup of a Sony networkable device and securing of a home network (basic router configuration, security and firewall). This service also includes setup of up to two additional Sony Product devices to the network such as another VAIO PC, Bravia TV, or other Sony network devices. Any issues with non-Sony hardware or software are not supported or included as part of this service.
- 10. One-on-One Training (How to):** Services purchased at Sony Store locations are available in 30 or 60 minute increments. Sessions are offered on a first-come, first-served basis, subject to available space. You must set an appointment with a Sony Store representative. Please be on time for your One-on-One training session as they will start promptly and will end 30-60 minutes later, depending on the service purchased. If the time for training goes over the allotted time, additional service fees will apply. You may cancel any scheduled training session with 24 hours' notice to Sony. However, you will not be reimbursed if you fail to appear or cancel a scheduled training session appropriately. Sony has the right to cancel your One-on-One training session if you are late. Services purchased through phone support are limited to Sony pre-installed applications. Sony reserves the right to refuse, limit, or cancel any training or "how to" support if a guest(s) displays unreasonable behavior or is deemed to be violent, abusive, uncooperative, or disruptive. In such cases no refund will be issued.

### Description of Bundled Services

All terms within this section are between you and SEL, and do not apply to any PlayStation products. Premium Services Bundles are service packages which may include one or more services listed above.

- 1. PC Support Plan:** PC Support plan is a bundle of Services that may be purchased to provide support and service coverage for your Sony Product. The following "Services" are included as part of the PC Support Plan: Diagnostics, PC Tune-up, Software Repair, Virus Removal, Data Backup, Operating System Installation, Memory/External Device Installation and Software Installation. Because of technical capabilities, PC Support Plan purchased over the phone for use via telephone service does not include Data Backup, Operating System Installation, Memory/External Device Installation, or Software Installation. Please note that PC Support Plans purchased in store can be redeemed in-store only, while PC Support Plans purchase via telephone can be redeemed for telephone service only. Services not expressly included in the PC Support Plan are available at standard rates. PC Support Plan Services may be purchased for one (1) qualifying Sony Product and Services shall be provided pursuant to the terms and conditions described individually above, and shall be available in Sony Stores and through the Sony customer call center for a term of one (1) year from the date of purchase of the PC Support Plan. However, Services included in your PC Support Plan shall be subject to the following exceptions: Data Backup service may only be redeemed one (1) time per Plan term. Software Installation services may only be redeemed for software titles purchased directly from Sony. In order to obtain any Services under PC Support Plan, you must at all times have current and functional antivirus software installed and running on your Sony Product. Failure to maintain such software will result in suspension of your PC Support Plan and may result in additional fees for any Services. Any necessary software and/or hardware is sold separately and not included in PC Support Plan. Sony reserves the right to terminate your PC Support Plan without refund, upon notice, if Sony determines, in its sole discretion, that your PC Support Plan is being used (a) fraudulently, (b) maliciously, (c) unreasonably, (d) for multiple Sony Products, or (e) by any person other than you the original owner. PC Support Plan may be purchased in one (1) year increments, and is not contingent on use by you (i.e. Your purchase fee for the PC Support Plan will not be refunded simply because you never use the available Services).
- 2. Installations Essentials:** All Sony professional installation services are fulfilled by Installs Inc. Installs, Inc. is a 3rd party non-Sony affiliated company. Any services provided by Installs, Inc. shall be governed by Installs, Inc.'s terms of service. Please contact Installs, Inc. for further details.
- 3. PC Essentials:** In addition to bundled software, the following Services are included in PC Essentials: Recovery Media Creation, Optimization, Data Migration and Software Installation. Services not expressly included in PC Essentials shall be available at standard service rates. The Service(s) included in PC Essentials may only be redeemed one (1) time and must be redeemed at a Sony Store within 30 days from the date of PC Essentials purchase or they will be forfeited by you. The fee for PC Essentials is a set fee and is not contingent upon software use or Service redemption (i.e., Your purchase of PC Essentials will not be refunded simply because you never use the Services made available).
- 4. Diagnostic & Fix:** This service is only offered through phone support. This includes Diagnostics, Software/Driver Installation, PC Tune-up, Setup & Sync, Connect & Secure (networking), and Software Repair. Services not expressly included in the Diagnostic & Fix bundle plan are available at standard rates. This service does not include virus, malware, or spyware removal or anything resulting in or requiring hardware diagnostics or repairs.

### California Notice

A buyer of a Product in California has the right to have the Product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the Product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after completion. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return the Product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws. An estimate as required (Section 9844 of the California Business and Professions Code) for repairs shall be given to the guest by the service dealer in writing, and the service dealer may not charge for work done or parts supplied in excess of the estimate without prior consent of the guest. Where provided in writing, the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento 95814.