

PlayNow™ Terms and conditions (T&C)

Your mobile phone has PlayNow™, the latest in unique entertainment services from Sony Ericsson. With PlayNow, you can listen to music tones before you download them to your phone.

In some countries/regions you may be able to Purchase music tones from some of the world's top musical artists ("Purchase").

Note: *PlayNow may not be available in all countries/regions.*

PlayNow is a trademark or a registered trademark of Sony Ericsson Mobile Communications AB.

PlayNow is a service provided by Sony Ericsson Mobile Communications AB, a company incorporated under the laws of Sweden with corporate identity number 556615-6658, VAT registration number SE-5566156658-01 and with address Nya Vattentornet SE-221 88 Lund, or its subsidiaries or branch offices (together "Sony Ericsson") which allows you to download e.g. music tones ("Content") to your Sony Ericsson product. If you want to get in contact with Sony Ericsson, please go to the Contact Us section at the general Sony Ericsson web page (www.sonyericsson.com) or call our local customer care centre.

Please note that Sony Ericsson may use an agent or partner for the purposes of billing, ordering and delivering Content.

Right to download and Purchase the Content will give you the right to use the Content exclusively for your own personal use. No license is granted to you with respect to the human-readable source code for any Content and no rights are sold, transferred or otherwise conveyed with respect to any Sony Ericsson or its content providers patents, copyrights, trade marks, trade secrets or other intellectual property rights.

User requirements

To Purchase Content you must be at least 18 years old or receive your parent's or guardian's consent.

When using PlayNow, you hereby accept and agree to the following:

(i) You will follow the user instructions you have been and will be presented with during the entire use of PlayNow; (ii) Your Sony Ericsson product must support the technical requirements, if applicable; (iii) You may not initiate the PlayNow client without the Sony Ericsson product being sufficiently charged; and (iv) To the fullest extent permitted by law, neither Sony Ericsson nor its content providers can be held responsible for any damage or loss of other software or hardware of your Sony Ericsson product resulting from the use of PlayNow.

Payment terms

You hereby agree and accept to use PlayNow and when applicable Purchase Content for which you will be charged the amount appearing in your phone display and the service provider charge for sending a text message. The total cost for the Premium SMS (a payment mechanism automatically generating one or more text message(s) once you have accepted the Purchase) will be charged to your mobile phone bill or to your pre-paid phone card. Further payment terms will be determined by your subscription agreement with your operator. The cost for your connection to the PlayNow client via GPRS to download the Content is incremental and not included in the approximate price quoted in the phone display.

Cancellation and withdrawal

Once you have accepted a price quoted in the phone display along with these terms and conditions you have confirmed your Purchase and cancellation is not possible. Please note that by accepting the Purchase in the phone display you have implicitly consented that your order for services will be performed by Sony Ericsson prior to the end of the usual period for the right for withdrawal and since the services by their nature can not be returned to Sony Ericsson, you will not be entitled to exercise your right to withdraw.

Content

The Content is owned by Sony Ericsson or Sony Ericsson's Content providers. You may download the Content exclusively for your own, personal use. Content may not be modified, altered or distributed.

Warranty Disclaimer and Limitation of Liability

CONTENT IS PROVIDED "AS IS" AND TO THE FULLEST EXTENT PERMITTED BY LAW SONY ERICSSON AND ITS CONTENT PROVIDERS SPECIFICALLY DISCLAIM ANY WARRANTY OR CONDITION WHATSOEVER REGARDING MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, TITLE OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW SONY ERICSSON ALSO DISCLAIMS ALL WARRANTIES WITH REGARD TO WHETHER THE CONTENT WILL MEET YOUR INDIVIDUAL REQUIREMENTS, WORK IN COMBINATION WITH ANY HARDWARE OR SOFTWARE OR OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS. IN NO EVENT WILL SONY ERICSSON'S LIABILITY FOR ANY CLAIM RELATING TO THE CONTENT OR ITS USE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR SUCH CONTENT. IN NO EVENT WILL SONY ERICSSON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR STATUTORILY MULTIPLE DAMAGES OF ANY KIND ARISING OUT OF YOUR PURCHASE, ATTEMPTED USE OR USE OF THE CONTENT. THE ABOVE LIMITATIONS ONLY APPLY TO THE GREATEST EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS AND CONDITIONS LIMIT YOUR STATUTORY RIGHTS AS A CONSUMER. PLEASE NOTE THAT YOUR PERSONAL SETTINGS AND/OR DOWNLOADS MAY BE LOST WHEN YOUR SONY ERICSSON PRODUCT IS REPAIRED OR REPLACED.

Support

Sony Ericsson and its agents or representatives hereby reserve the right to refer the consumer to the relevant operator if the reason for the error is exclusively due to non-availability or non-functionality of the operator's services. If it is impossible for Sony Ericsson support organization to remedy an error within a reasonable time, Sony Ericsson will in compliance with statutory law refund your payment for the Content.

In such event Sony Ericsson will inform you on how such a refund is performed and you hereby accept and agree to provide Sony Ericsson or its service partners with all information necessary, including personal information, to make such a refund possible. Sony Ericsson reserves the right to charge you a reasonable handling fee where the error may be attributed to you and/or your non compliance with all instructions applicable to PlayNow, including without limitation what is stated herein and in the phone display.

Access to PlayNow and Limitation

Sony Ericsson may change, modify or withdraw access to PlayNow at any time, including its services, without prior notice, and without any liability whatsoever. Sony Ericsson is not liable for the temporary non-availability of PlayNow, or for any delay or damage during the transmission. To the fullest extent permitted by law, no warranty of any kind is made in relation to the condition, suitability, availability, accuracy, reliability, merchantability and/or non-infringement of PlayNow or Content provided through the service, the user's own equipment, any public communication and/or operator networks or that provision of this PlayNow or the services will be uninterrupted or error-free.

Export

The Content may be subject to applicable export control laws. You agree to obey all such laws and regulations with respect to your possession and use of the Content.

Dispute Resolution

Any controversy arising out of Sony Ericsson's provision of the Content or your use or attempted use of such Content shall be fully and finally resolved by the courts of your home country. The laws of Sweden shall, to the extent possible, apply.