

EXHIBIT C

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15 **UNITED STATES DISTRICT COURT**
16 **NORTHERN DISTRICT OF CALIFORNIA**

17 STEPHEN FINEMAN, individually
18 and on behalf of all others similarly
19 situated,

20 Plaintiff,

21 v.

22 SONY NETWORK
23 ENTERTAINMENT
24 INTERNATIONAL LLC, SONY
25 NETWORK ENTERTAINMENT OF
26 AMERICA, LLC, SONY
27 COMPUTER ENTERTAINMENT
28 INC., SONY COMPUTER
ENTERTAINMENT AMERICA
LLC, and DOES 1-100,

Defendants

CASE NO. **C11-05680**

CLASS ACTION COMPLAINT FOR:

- (1) Violation of Bus. and Prof. Code, §§17200, et seq., "Unfair" Business Practices"; and
- (2) Tortious Breach of the Covenant of Good Faith and Fair Dealing.

JURY TRIAL DEMANDED

FILED
NOV 28 2011
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

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I.

INTRODUCTION

1. This is an action pursuant to California's Unfair Competition Law, Bus. & Prof. Code, §§ 17200, *et seq.* (the "UCL") and common law. Plaintiff, individually and on behalf of all others similarly situated ("Class Members"), brings this action against Defendants Sony Network Entertainment International LLC; Sony Network Entertainment America Inc.; Sony Computer Entertainment, Inc., Sony Computer Entertainment America LLC; and Does 1-100 (collectively, "Defendants"), based on Defendants' unfair business practices related to the terms of use for the Sony PlayStation Network and Sony Entertainment Network Services (collectively, the "PSN"), an online gaming and entertainment network for which all Class Members purchased access at the time that they purchased the Sony PlayStation 3 ("PS3") video game console.

2. Prior to September 15, 2011, all versions of the Sony Entertainment Network Services' Terms of Service and User Agreement (the "pre-September 2011 PSN Terms of Use"), which PSN users were required to accept to access the PSN, did not contain an arbitration clause or class action waiver. Beginning on September 15, 2011, even though they had already paid for access to the PSN, users could no longer access the PSN unless and until they agreed to a revised version of the PSN Terms of Use, which, among other things, contained a mandatory arbitration clause and class action waiver provision (the "September 2011 PSN Terms of Use"). Defendants have not provided Plaintiff and Class Members with any consideration in exchange for their waiver of these valuable rights.

II.

THE PARTIES

3. Plaintiff STEPHEN FINEMAN is, and at all times relevant to this complaint was an individual residing in the county of Ventura, California.

1 Plaintiff purchased a PS3 and PSN access on or about December 19, 2010. Soon
2 thereafter, Plaintiff created an account on the PSN and accepted the pre-
3 September 2011 PSN Terms of Use, which did not contain an arbitration clause or
4 class action waiver.

5 4. Defendant SONY NETWORK ENTERTAINMENT
6 INTERNATIONAL LLC (“SNEI”) is, and, at all relevant times was, a foreign
7 corporation licensed to do business in California, and doing business in this
8 District. At all relevant times hereto, SNEI provided online entertainment
9 services through the PSN throughout the United States, including California.
10 SNEI is a party to the September 2011 PSN Terms of Use and currently is the
11 immediate provider of the PSN to Plaintiff and Class Members.

12 5. Defendant SONY NETWORK ENTERTAINMENT AMERICA
13 INC. (“SNEA”) was a foreign corporation licensed to do business in California,
14 and did business in this District during the relevant time period. SNEA was
15 engaged in and did provide online entertainment services through the PSN
16 throughout the United States, including California. SNEA was a party to the pre-
17 September 2011 PSN Terms of Use.

18 6. Defendant SONY COMPUTER ENTERTAINMENT, INC.
19 (“SCEI”) is, and at all relevant times was, a foreign corporation licensed to do
20 business in California, and doing business in this District. At all relevant times
21 hereto SCEI provided online entertainment services through the PSN throughout
22 the United States, including California. SCEI is a party to the September 2011
23 PSN Terms of Use.

24 7. Defendant SONY COMPUTER ENTERTAINMENT AMERICA
25 LLC (“SCEA”) is a foreign corporation licensed to do business in California, and
26 doing business in this District. At all relevant times hereto SCEA sold the PS3
27 and provided online entertainment services through the PSN throughout the
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1 United States, including in California. SCEA is a party to the September 2011
2 PSN Terms of Use.

3 8. Plaintiff is informed, believes, and thereon alleges that DOES 1-100,
4 inclusive, are other Sony entities or affiliates of Defendants who participated in
5 the creation and promulgation of the September 2011 PSN Terms of Use and/or
6 provided online entertainment services throughout the United States, including
7 California, and/or are beneficiaries of the arbitration clause and class action
8 waiver in the September 2011 PSN Terms of Use. Plaintiff will seek leave of
9 Court to amend this Complaint when the names of said DOE defendants have
10 been ascertained.

11 9. The true names and capacities, whether individuals, corporations,
12 associations, or otherwise, of Defendants DOES 1-100, inclusive, and each of
13 them, are unknown to Plaintiff at this time, and Plaintiff therefore sues said
14 Defendants by such fictitious names. Plaintiff alleges, on information and belief,
15 that each DOE Defendant is responsible for the actions herein alleged. Plaintiff
16 will seek leave of Court to amend this Complaint when the names of said DOE
17 Defendants have been ascertained.

18 10. At all times relevant hereto, SNEI, SNEA, SCEI, and SCEA, and
19 DOES 1-100, acting in concert, created, approved, controlled and/or dictated the
20 terms of the pre-September 2011 PSN Terms of Use and/or the September 2011
21 PSN Terms of Use that are the subject of the complaint.

22 **III.**

23 **JURISDICTION AND VENUE**

24 11. The Court has subject matter jurisdiction pursuant to 28 U.S.C. §
25 1332(d)(2), the "Class Action Fairness Act," as the amount in controversy exceeds
26 \$5,000,000.00 and many Class Members are citizens of different states than
27 Defendants.
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1 12. Venue is proper in this District because Defendants consented to this
2 venue in the September 2011 PSN Terms of Use. Venue is also proper pursuant
3 to 28 U.S.C. §1391(a) and (c) in that a substantial part of the events giving rise to
4 this cause of action occurred in this District, and because for the purpose of venue,
5 the court has personal jurisdiction in this District over all Defendants because
6 either their principal places of business are in this District, they regularly conduct
7 business in this District, and/or they have sufficient contacts with this District to
8 subject them to personal jurisdiction.

9 **IV.**

10 **FACTS COMMON TO ALL CAUSES OF ACTION**

11 13. Plaintiff and Class Members are consumers who purchased a PS3 and
12 access to the PSN from Defendant SCEA prior to September 15, 2011. In contrast
13 to SCEA's primary competitor, Microsoft, which charges a monthly or yearly fee
14 for users to play and communicate with other users on its online gaming network,
15 Xbox Live, Defendant SCEA bundled the PS3 with access to the PSN, such that a
16 portion of the purchase price paid by Plaintiff and Class Members to SCEA was
17 for access to the PSN.

18 14. After purchasing a PS3 and PSN access, Plaintiff and Class Members
19 accessed the PSN by connecting the PS3 to the Internet and following the
20 registration instructions. As part of this registration process, Plaintiff and Class
21 Members were required to agree to a PSN Terms of Service and User Agreement
22 to access the PSN. Plaintiffs are informed, believe, and hereon allege Defendants
23 used five versions of the PSN Terms of Service and User Agreement (Exhibits A-
24 E hereto) prior to the promulgation of the September 2011 PSN Terms of Use
25 (Exhibit F hereto), with the most recent version being promulgated on June 29,
26 2010. None of the pre-September 2011 PSN Terms of Use contained an
27 arbitration clause or a class action waiver.

1 15. On April 27, 2011, the U.S. Supreme Court issued a decision in
2 *Concepcion v. AT&T Corp.*, which broadened the potential validity of arbitration
3 clauses and class action waivers. Thereafter, Defendants conspired to change the
4 pre-September 2011 PSN Terms of Use such that in order to continue to access
5 the PSN, all existing PSN users would be compelled to waive their existing rights
6 to sue Defendants in a class action in exchange for no consideration. Beginning
7 on September 15, 2011, all PSN users who attempted to access the PSN were met
8 with the September 2011 PSN Terms of Use, provided by SNEI. The September
9 2011 PSN Terms of Use is the equivalent of twenty-one pages of text. At the
10 beginning of these Terms of Use, there is a Notice of Binding Individual
11 Arbitration and Class Action Waiver Provision; however, rather than placing the
12 actual arbitration clause and class action waiver anywhere near the notice, in order
13 to discourage Plaintiff and Class Members from carefully reviewing them,
14 Defendants placed the provisions near the end of the Terms of Use, on the
15 equivalent of page 17.

16 16. The September 2011 PSN Terms of Use was presented to Plaintiff
17 and Class Members on a take it or leave it basis as a “click-wrap” agreement after
18 which Plaintiff and Class Members either clicked “I agree” or “I do not agree.” If
19 a user did not agree he or she was informed that “[y]ou must accept the Terms of
20 Service/User Agreement and Privacy Policy in order to use Playstation Network
21 Services.”

22 17. To further discourage users from carefully reviewing the September
23 2011 PSN Terms of Use, including the arbitration clause and class action waiver,
24 Defendants prevented users from easily accessing the terms on the Internet. The
25 September 2011 PSN Terms of Use could only be located if a user expended
26 significant time navigating through multiple Sony websites. In contrast, Plaintiff
27 is informed, believes, and hereon alleges that all versions of the pre-September
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1 2011 PSN Terms of Use contained a web address to allow consumers to review
2 and print the terms of use.

3 18. Defendants also created substantial barriers for Plaintiff and Class
4 Members to opt out of the arbitration clause and class action waiver. In order to
5 opt-out, a user must first agree to the September 2011 PSN Terms of Use,
6 including the arbitration clause and class action waiver. After accepting the
7 September 2011 PSN Terms of Use, a user has thirty days to send written notice
8 to Sony's legal department (users cannot opt-out online, by e-mail or by
9 telephone), which must include a "clear statement that you do not wish to resolve
10 disputes with any Sony entity through arbitration."

11 19. In order to discourage users from invoking the arbitration clause,
12 Defendants included language that made it difficult for users to recover their
13 attorneys' fees. Even if a user prevails in arbitration against any Defendant or
14 other Sony entity, if the claim is less than \$75,000, a user can only recover his or
15 her attorney's fees if he or she first provided notice to, and negotiated in good
16 faith with, the Defendant before pursuing arbitration.

17 20. At all times relevant, Defendants jointly perpetrated the unfair
18 business practice alleged herein to force Plaintiff and Class Members to agree to
19 the arbitration clause and class action waiver, in exchange for no consideration, or
20 lose the access to the PSN for which they had already paid.

21 21. Defendants knew that by conditioning continued access to the PSN
22 upon agreement to the September 2011 PSN Terms of Use, including the
23 arbitration clause and class action waiver, Plaintiff and Class Members were likely
24 to agree to waive their rights to file class actions against Defendants so that they
25 would not be deprived of access to the PSN.

26 22. Defendants and each of them, created, composed, and/or wrote, the
27 September 2011 PSN Terms of Use in such a way as to deprive Plaintiff and Class
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1 Members of their right to sue Defendants in a class action; rights which existed
2 prior to September 15, 2011.

3 23. Defendants knew that Plaintiff and Class Members' forced
4 acceptance of the arbitration clause and class action waiver would cause more
5 harm to Plaintiff and Class Members than utility to Defendants, as Plaintiff and
6 Class Members would give up valuable rights in exchange for no consideration.

7 24. On or about December 19, 2010, Plaintiff purchased a PS3 and PSN
8 access from a Target Store in Ventura County, California. Plaintiff connected his
9 PS3 to the Internet and was provided with the June 2010 version of the PSN
10 Terms of Use (Exhibit E hereto). Plaintiff agreed to the PSN Terms of Use and
11 was provided with access to the PSN thereafter.

12 25. On September 15, 2011, after logging onto the PSN, Plaintiff was
13 met with the September 2011 PSN Terms of Use, which, unlike the pre-September
14 2011 PSN Terms of Use to which he had previously agreed, contained a
15 mandatory arbitration clause and a class action waiver. Plaintiff could no longer
16 access the PSN unless he agreed to the September 2011 PSN Terms of Use. Thus,
17 Plaintiff's options were to agree to the September 2011 PSN Terms of Use or be
18 barred from accessing the PSN. As Plaintiff desired to access the PSN, which he
19 had been doing since December 2010, he agreed to the September 2011 PSN
20 Terms of Use.

21 V.

22 **CLASS ACTION ALLEGATIONS**

23 26. Plaintiff brings this action on behalf of himself and all others
24 similarly situated, pursuant to Federal Rule of Civil Procedure, Rule 23(a) and
25 23(b). The Class that Plaintiff seeks to represent is defined as follows:

26 All individuals in the United States of America who
27 (a) purchased a new Sony PlayStation 3 (PS3) prior to
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1 September 15, 2011, and (b) accessed the Sony
2 PlayStation Network (PSN) through their PS3 prior to
3 September 15, 2011 and accepted the Sony
4 Entertainment Network Services' Terms of Service
5 and User Agreement. Excluded from the Class are
6 Defendants' employees, officers, directors, agents,
7 representatives, and their family members, as well as
8 the Court and its officers, employees, and relatives,
9 located in the United States of America.

10 Plaintiff reserves the right to amend or otherwise alter the Class definition
11 presented to the Court at the appropriate time, or to propose or eliminate sub-
12 classes in response to facts learned through discovery or legal arguments
13 advanced by Defendants or otherwise.

14 27. Numerosity: The Class is so numerous that the individual joinder of
15 all members thereof is impracticable under the circumstances of this case. While
16 the exact number of class members is unknown at this time, Plaintiff is informed
17 and believes that the proposed Class consists of hundreds of thousands if not
18 millions, of members.

19 28. Commonality: Common questions of law or fact are shared by Class
20 Members. This action is suitable for class treatment, because these common
21 questions of fact and law predominate over any individual issues. Such common
22 questions include, but are not limited to, the following:

23 (a) Whether Defendants violated Business and
24 Professional Code, §§17200, *et seq.*;

25 (b) Whether Defendants engaged in an unfair business
26 practice by forcing Plaintiff and Class Members to
27 agree to the September 2011 PSN Terms of Use,
28 containing an arbitration clause and class action

1 waiver, or lose access to the PSN for which they had
2 already paid;

3 (c) Whether Class Members are entitled to injunctive
4 relief.

5 29. Typicality: Plaintiff's claims are typical of the claims of absent Class
6 Members. Plaintiff and the other Class Members were subjected to the same type
7 of unfair conduct and the claims of Plaintiff and the other Class Members are
8 based on the same legal theories.

9 30. Adequacy: Plaintiff is an adequate representative of the Class he
10 seeks to represent because his interests do not conflict with the interests of the
11 other members of the Class. Plaintiff has retained counsel competent and
12 experienced in complex class action litigation, and Plaintiff and his counsel will
13 prosecute this action vigorously. The interests of Class Members will be fairly
14 and adequately protected by Plaintiff and his counsel.

15 31. Ascertainable Class: The proposed Class is ascertainable in that the
16 members can be identified and located using information contained in Defendants'
17 records.

18 32. This case is brought and can be maintained as a class action under
19 Rule 23(b)(2), and 23(b)(3):

20 (a) Injunctive and/or Declaratory Relief to the Class is

21 Appropriate:

22 Defendants, and each of them, have acted or refused to
23 act on grounds generally applicable to the Class, thereby
24 making final injunctive relief or corresponding
25 declaratory relief with respect to each class as a whole
26 appropriate; and

1 (b) Predominate Questions of Law and Fact: Questions of
2 law or fact common to all Class Members, including
3 those identified above, predominate over questions
4 affecting only individual Class Members (if any), and a
5 class action is superior to other available methods for the
6 fair and efficient adjudication of the controversy. Class
7 action treatment will allow a large number of similarly
8 situated consumers to prosecute their common claims in
9 a single forum, simultaneously, efficiently, and without
10 the unnecessary duplication of effort and expense that
11 numerous individual actions would require. Moreover,
12 absent class treatment of this controversy, the amount of
13 individual Class Members' losses in comparison to the
14 enormous cost of litigation makes it almost certain that
15 few Class Members would ever be able to even seek, let
16 alone obtain, redress for their injuries.

17 **VI.**

18 **FIRST CLAIM FOR RELIEF**

19 **Violation of California's Unfair Competition Law,**

20 **Bus. & Prof. Code § 17200, *et seq.*,**

21 **"Unfair" Business Acts or Practices**

22 33. Plaintiff incorporates by reference all preceding paragraphs as if fully
23 set forth herein.

24 34. This claim is brought by Plaintiff, individually, as a representative
25 on behalf of the Class Members, and in his capacity as private attorney general,
26 against Defendants for their unfair business acts and/or practices pursuant to
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1 California Business & Professions Code, §§ 17200, *et seq.* (“UCL”), which
2 prohibits all unfair business acts and/or practices.

3 35. Plaintiff asserts this claim as a representative of an aggrieved group
4 and as private attorney general on behalf of the general public and other persons
5 who have been faced with the unfair choice of either accepting the September
6 2011 PSN Terms of Use, including the arbitration clause and class action waiver,
7 or losing the access to the PSN for which they have paid. Plaintiff is seeking
8 injunctive relief to prevent users from being compelled to waive their valuable
9 rights to pursue class action litigation and to invalidate users’ agreements to waive
10 those rights. Alternatively, users who have agreed to the September 2011 PSN
11 Terms of Use are entitled to restitution, as they waived their valuable right to sue
12 Defendants in class actions, which has reduced the value of their PS3 and PSN
13 access.

14 36. The instant claim is predicated on the generally applicable duty of
15 any contracting party to refrain from unfair business practices. The instant claim
16 is predicated on duties that govern anyone engaged in any business and anyone
17 contracting with anyone else.

18 37. Plaintiff and Class Members are consumers who purchased a PS3 and
19 PSN access, and accessed the PSN prior to September 15, 2011, by agreeing to the
20 pre-September 2011 PSN Terms of Use, which did not contain an arbitration
21 clause or class action waiver. When Plaintiff and Class Members sought to access
22 the PSN on or after September 15, 2011, they were confronted with the new
23 September 2011 PSN Terms of Use, which contained an arbitration clause and
24 class action waiver. In order to continue using the PSN, Plaintiff and Class
25 Members were forced to agree to this arbitration clause and class action waiver. If
26 Plaintiff and Class Members declined to agree to the September 2011 PSN Terms
27 of Use, their PS3s would be substantially devalued and they would lose access to
28 the PSN for which they had already paid. Thus, Defendants conspired to obtain

1 Plaintiff and Class Members' agreement to the arbitration clause and class action
2 waiver in the September 2011 PSN Terms of Use by tying that agreement to
3 continued access to the PSN. Had Plaintiff and Class Members not been forced to
4 choose between waiving their right to class action litigation or losing access to the
5 PSN for which they had previously paid, Plaintiff and Class Members would not
6 have agreed to the September 2011 PSN Terms of Use in the absence of adequate
7 consideration.

8 38. Based on the unfair agreement forced upon Plaintiff and Class
9 Members, Plaintiff and Class Members had to agree to the September 2011 PSN
10 Terms of Use and waive their right to sue Defendants in class action litigation or
11 be left with a substantially devalued PS3 because it lacked access to the PSN.
12 Therefore, Plaintiff and Class Members were actually harmed.

13 39. By engaging in the above-described acts and practices, Defendants,
14 and each of them, committed one or more acts of unfair competition within the
15 meaning of the UCL.

16 40. Defendants' misconduct as alleged above and herein was unfair
17 because (i) it caused Plaintiff and Class Members substantial injury by, among
18 other things, requiring them to waive valuable rights in exchange for no
19 consideration or severely devalue their PS3 by losing the access to the PSN for
20 which they had already paid, (ii) there were absolutely no countervailing benefits
21 to consumers or to competition that could possibly outweigh this substantial
22 injury, and (iii) this injury could not have been avoided by the consumers because
23 they could not access the PSN for which they had already paid, and had been
24 using, without agreeing to the September 2011 PSN Terms of Use.

25 41. The harm to Plaintiff, members of the general public and Class
26 Members substantially outweighs the utility of Defendants' policies, acts and/or
27 practices, and consequently Defendants' conduct herein constitutes an unfair
28 business act or practice within the meaning of the UCL. Defendants' misconduct

1 as alleged herein also gave Defendants an unfair competitive advantage over
2 Defendants' competitors that did not engage in similar conduct.

3 42. Defendants' unfair practices, as fully described herein, present a
4 continuing threat to members of the public, as they can be compelled to agree to
5 an arbitration clause and class action waiver or lose access to the PSN for which
6 they have already paid. Plaintiff and other members of the general public have no
7 other remedy of law that will prevent Defendants' misconduct as alleged herein
8 from occurring and/or reoccurring in the future.

9 43. By virtue of Defendants' unfair acts and practices, Plaintiff and Class
10 Members were and continue to be improperly compelled to waive valuable rights
11 to sue Defendants in class action litigation in order to continue to access the PSN.
12 Thus, Plaintiff and Class Members are entitled to declaratory and injunctive relief
13 voiding their agreement to the arbitration clause and class action waiver in the
14 September 2011 PSN Terms of Use and preventing Defendants from conditioning
15 continued access to the PSN on Plaintiff and Class Members' agreement to the
16 arbitration clause and class action waiver. Alternatively, users who have agreed to
17 the September 2011 PSN Terms of Use are entitled to restitution, as they waived
18 their valuable right to sue in class action, which has reduced the value of their PS3
19 and PSN access.

20 44. As a direct and proximate result of Defendants' unfair conduct
21 alleged herein, Plaintiff and Class Members were forced to choose between the
22 loss of the PSN access for which they paid at the time that they purchased the PS3
23 or waiving their rights to sue Defendants in class action litigation. Plaintiff and
24 Class Members are direct victims of the Defendants' unlawful conduct, and each
25 has suffered injury in fact, and lost money or property as a result of Defendants'
26 unfair competition.

1 45. WHEREFORE, Plaintiff and Class Members are entitled to equitable
2 relief, including declaratory relief, a permanent injunction enjoining Defendants
3 from their unfair activity, restitution, and attorneys' fees and costs.

4 **VII.**

5 **SECOND CLAIM FOR RELIEF**

6 **Tortious Breach of Implied Covenant of Good Faith and Fair Dealing**

7 46. Plaintiff incorporates all preceding paragraphs as though fully set
8 forth herein.

9 47. Plaintiff and Class Members agreed to the pre-September 2011 PSN
10 Terms of Use, which did not contain an arbitration clause or class action waiver,
11 and enjoyed the access to the PSN for which they had paid.

12 48. Beginning on September 15, 2011, Plaintiff and Class Members
13 could only access the PSN if they agreed to the September 2011 PSN Terms of
14 Use, which contained an arbitration clause and class action waiver. Thus, without
15 waiving valuable rights in exchange for no consideration, Plaintiffs and Class
16 Members could not access the PSN in accordance with the pre-September 2011
17 PSN Terms of Use to which the parties had previously agreed.

18 49. As a direct and proximate result of Defendants conditioning
19 continued access to the PSN on Plaintiff and Class Members' agreement to the
20 September 2011 PSN Terms of Use, Plaintiff and Class Members were forced to
21 give up their valuable rights to sue Defendants in class action litigation or face a
22 substantial devaluation of their PS3 and the loss of PSN access for which they had
23 already paid.

24 50. Defendants did not offer Plaintiff and Class Members a meaningful
25 opportunity to opt out of the arbitration clause and class action waiver, as a user
26 could only opt out after agreeing to the September 2011 Terms of Use, a user only
27 had 30 days to opt out, there was no procedure for opting out by telephone, email
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1 or on the Internet, and the procedure for opting out by mail was vague and
2 unclear.

3 51. Defendants uniformly and unfairly interfered with Plaintiff and
4 Class Members' rights to receive the principal benefit of the pre-September 2011
5 PSN Terms of Use – PSN access – by conditioning PSN access on the waiver of
6 valuable rights in exchange for no consideration.

7 52. Defendants unfairly placed their corporate profits over the rights of
8 others by compelling existing PSN users to choose between a substantially
9 devalued PS3, or the loss of class action litigation rights, while creating
10 substantial barriers to opt-out, and not providing Plaintiff and Class Members with
11 any consideration.

12 53. At all times relevant, Defendants' conduct, as alleged herein, was
13 malicious, oppressive, and/or unfair.

14 54. As a result of Defendants' conduct, Plaintiff and Class Members
15 suffered harm. Plaintiff and Class Members are left with substantially devalued
16 PS3s, which cannot access the PSN, or they have waived their rights to pursue
17 Defendants in class action litigation.

18 55. By virtue of Defendants' conduct in unilaterally and unfairly
19 changing the terms of the pre-September 2011 PSN Terms of Use and forcing
20 Plaintiff and Class Members to waive their right to class action litigation in order
21 to maintain access to the PSN, in exchange for no consideration, Plaintiff and
22 Class Members have been damaged

23 56. WHEREFORE, Plaintiff and Class Members are entitled to
24 declaratory relief, all damages proximately caused by Defendants' breach of the
25 implied covenant of good faith and fair dealing in the pre-September 2011 PSN
26 Terms of Use as alleged herein, pre-judgment interest, costs of suit and other
27 relief as the Court deems just and proper.
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VIII.

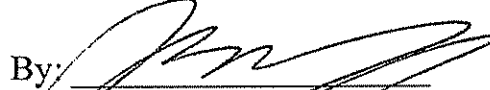
PRAYER FOR RELIEF

WHEREFORE, Plaintiff and all Class Members pray for judgment against each of the Defendants, jointly and severally, as follows:

- A. An order certifying this case as a class action and appointing Plaintiff and his counsel to represent the Class;
- B. For equitable relief, including restitution;
- C. For declaratory relief;
- D. For injunctive relief;
- E. For reasonable attorneys' fees and costs; and
- F. For such other relief as is just and proper.

Dated: November 23, 2011

BERNS WEISS LLP

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DEMAND FOR A JURY TRIAL

Plaintiffs hereby demand trial by jury to the full extent permitted by law

Dated: November 23, 2011

BERNS WEISS LLP

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EXHIBIT A

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PLAYSTATION®NETWORK

TERMS OF SERVICE AND USER AGREEMENT

"Version 2.0 (November 8, 2007) *updates noted in red

PLEASE READ THIS ENTIRE AGREEMENT AND INDICATE WHETHER YOU AGREE TO ITS TERMS BY CLICKING THE "ACCEPT" OR "DO NOT ACCEPT" BUTTON AT THE END OF THE AGREEMENT. YOUR ACCESS TO SONY COMPUTER ENTERTAINMENT AMERICA'S PLAYSTATION®NETWORK ("PSN") IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU CLICK THE "DO NOT ACCEPT" BUTTON, YOU WILL NOT BE ABLE TO ACCESS PSN.

This Agreement is a contract between you and Sony Computer Entertainment America Inc. ("SCEA") and can be accepted only by an adult 18 years or older. If you are under 18, you must ask your parent or legal guardian to consent to this Agreement and Privacy Policy. By clicking the "ACCEPT" button yourself, you affirm that you are 18 years or older and you accept this Agreement. You also affirm that you are accepting this Agreement on behalf of, and all legal and financial responsibility and liability for the actions of, your child, and for all subordinate accounts ("Sub Accounts") attached to your Master Account.

This Agreement applies to services, software and content provided through or in connection with PSN, including via the PLAYSTATION®Store and virtual communities, whether delivered onto the PLAYSTATION®3 computer entertainment system, the PSP®(PlayStation®Portable) system, a personal computer or otherwise. Such services, software, and content include subscriptions, data, system software, fixes, updates or newer releases and peripheral materials.

If you accept this Agreement, you are subject to its terms and all other agreements that you have entered into in connection with PSN. You agree that you will not directly or indirectly use PSN (i) in any way for any commercial purpose, (ii) in any way that violates the law or the community code of conduct, or (iii) in any way that harms or has the potential to harm SCEA, its parent company, or any affiliates, subsidiaries, licensors, providers, partners of SCEA or its parent company, and users. You agree that you will not use any unauthorized hardware or software to access or use PSN.

1. PSN ACCOUNT REGISTRATION

Through PSN, you can participate in SCEA's online community, play games online, and purchase content and services, such as new levels for your favorite games or subscriptions to games. PSN may not be available, or may not be supported, in some countries and some languages. You must create a PSN account in order to access PSN's content and services. SCEA reserves the right to deny the creation of any account at its discretion and for any reason. Currently, there are no charges for creating a PSN account, but there may be charges associated with certain online content or services that are available through PSN. All information provided during PSN account registration must be truthful and accurate. There are two types of PSN accounts: Master Accounts and Sub Accounts. All PSN accounts have an associated PSN mailbox for receiving text mail.

If you are 18 years or older, you can create a Master Account for yourself. Each Master Account can create up to six (6) associated Sub Accounts. You are not permitted to create Sub Accounts for persons under the age of 18 who are not your children or for whom you are not the legal guardian.

A Master Account has access to and control over the following aspects of its Sub Accounts: (i) financial aspects; (ii) content availability and (iii) certain chat features. Text mail from SCEA that relates to a Sub Account's purchases on PSN will be sent to the mailbox of the associated Master Account. At its sole discretion, SCEA may send text mail to the Master Account relating to the Sub Account's other activities on PSN.

A child under 18 can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. If you are creating a Sub Account for a child under the age of 13, you

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must provide (i) your consent for SCEA to disclose, pursuant to SCEA's privacy policy, your child's personally identifying information to third parties for the purpose of allowing your child to participate in PSN activities, such as video and voice chat and gameplay; and (ii) your credit card information. Your credit card will be used to verify parental consent under laws requiring such consent. You will not be charged a fee for creating the Sub Account. If you do not consent to the disclosure of this requested information, you will not be able to create a Sub Account for the child. If all requested information is provided, a separate email containing a code will be sent to the Master Account's email account with instructions to complete registration by entering the code into the Sub Account using a personal computer. You will need to create for your child an Online ID that will be associated with the child's PSN Sub Account. Please note that the Online ID is publicly available to and viewable by all PSN users and your child may receive text emails from any PSN users, including adults, in your child's PSN account mailbox. The parent's Master Account will not be notified of such text emails sent to a child's Sub Account mailbox. As the parent or legal guardian, it is your sole responsibility to monitor your child's access to or use of PSN, as well as any communications made or received by your child on or through PSN. Some content and services may not be appropriate for children under a certain age. Please check age ratings for content and services before access, download or purchase. Not all content and services are rated. Some content is designed to be downloaded to your PLAYSTATION®3 computer entertainment system or PSP®(PlayStation®Portable) system and will be accessible by all users of that unit. Please monitor your child's access to content, services, and communications that may be age inappropriate. PSN parental controls will not apply to certain materials, including downloaded content and unrated or streamed materials, services, and communications. Your child may not be able to access content, services or play games rated for users older than his or her registered age. In some countries, parents and legal guardians with Master Accounts will be permitted to set their parental controls to override content restrictions on certain materials for associated sub accounts. Please see the PLAYSTATION®3 System Software User's Guide for more information.

A Master Account can also create Sub Accounts for people over the age of 18. Credit card information is not required to create a Sub Account for someone over 18. Adult Sub Account holders must accept this Terms of Service and User Agreement and the applicable Privacy Policy themselves. The Master Account holder is jointly and severally legally and financially responsible for the actions of his or her Sub Account holders on PSN, regardless of their age.

Both Master Account and Sub Account holders select their own Online ID, Sign-in ID and password to gain access to their accounts. All users should safeguard their account information to prevent unauthorized use. Certain information, which may include the Online ID, "About Me" statement, avatar pictures, country/area of residence, preferred language and recently played game titles, will be provided to all PSN users, including children. SCEA shall have no liability for any unauthorized usage of a PSN account. Deletion or termination of a Master Account will result in the deletion and termination of all associated Sub Accounts.

2. PSN COMMUNITY

Currently, no purchase is required to participate in general PSN community activities. If you have a PSN account, you can chat via voice and video with friends and enjoy single sign on benefits without purchase, as well as enjoy online entertainment for which there is no subscription or purchase requirement.

3. COMMUNITY CODE OF CONDUCT

You must adhere to the following rules of conduct, and also follow a reasonable, common-sense code of conduct. Users are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of PSN. Rights of other players should be respected.

The violations that are prohibited include but are not limited to the following:

You may not engage in deceptive or misleading practices.

You may not abuse or harass others, including but not limited to stalking behavior.

You may not take any action, or upload, post, stream, or otherwise transmit any content, language, images or sounds in any forum, communication, public profile, or other publicly viewable areas or in the creation of any Online ID that SCEA, in its sole discretion, finds offensive, hateful, or vulgar. This includes but is not limited to, any content or communication that SCEA in its sole discretion deems racially, ethnically, religiously, or sexually offensive, libelous, defaming, threatening, bullying or stalking.

You may not organize hate groups.

You may not upload, post, stream, or otherwise transmit any content that contains any viruses, worms, spyware, time bombs, or other computer programs that may damage, interfere with, or disrupt PSN.

You may not use, make, or distribute unauthorized software or hardware in conjunction with PSN, or take or use any data from PSN to design, develop or update unauthorized software or hardware, including but not limited to cheat code software or devices that circumvent any security features or limitations included on any software or devices.

You may not modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of any game title, or content.

You may not cause disruption to any account, system, hardware, software, or network connected to PSN for any reason, including to gain an unfair advantage in a game.

You may not bypass or attempt to bypass any user authentication systems or security feature.

You may not attempt to hack or reverse engineer any code or equipment in connection with PSN.

You may not provide anyone with your name or any other personally identifying information, or the name, password or personally identifying information of any other person or business through any means, including messaging, chat or any other form of PSN communication.

You may not take any action that we consider to be disruptive to the normal flow of chat or gameplay, including without limitation uploading, posting, streaming, or otherwise transmitting any unsolicited or unauthorized material, including junk mails, spams, excessive mails, or chain letters.

You may not introduce content that is commercial in nature such as advertisements, solicitations, promotions and links to web sites.

You may not introduce content that could be harmful to SCEA, its licensor, or players such as any code or virus that may damage any property or interfere with the use of the property or PSN.

You may not take any upload, post, stream, access, or otherwise transmit any content that you know or should have known to be infringing or that violates any third party rights, any law or regulation, or contractual or fiduciary obligations.

You may not impersonate any person, including an SCEA or third party employee.

You may not provide SCEA or any third party company with false or inaccurate information, including reporting false complaints to SCEA Consumer Services or providing false or inaccurate information during account registration.

You may not sell, buy, trade, or otherwise transfer your Online ID or any personal access to PSN through any means or method, including by use of web auction sites.

You may not conduct any activities that violate any local, state or federal laws, including but not limited to, copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, and the distribution of counterfeit software.

Unless otherwise required by applicable law, there is no requirement or expectation that SCEA will monitor or record any online activity on PSN, including communications. However, SCEA reserves the right to monitor and record any online activity on PSN, and you give SCEA your express consent to monitor and record your activities. SCEA reserves the right to remove any content from anywhere on PSN at SCEA's sole discretion. SCEA has no liability for any violation of this Agreement by you or by any other player.

4. CONTENT AND SERVICES ON PSN PSN provides you with the ability to buy a variety of content, including game-specific items, such as new gameplay levels and graphics, as well as game subscriptions. All content is provided through PSN by SCEA, including content created or published by third parties. Third parties, including publishers may administer some services, including delivery, gameplay or customer service for certain games. To enable third parties to provide such services, we must provide them with your personal information. If you do not consent to allow us to share your personal information with third parties for the purpose of providing you with PSN services, you will not be able to participate in PSN. In order to access certain content, you may be required to accept additional content-specific terms of service ("Service Agreement"). Notwithstanding any provision of any other agreement, in the event of any conflict between this Agreement and the Service Agreement or any other terms of service in connection with PSN or in connection with any disc-based product used with PSN, this Agreement shall control. In addition, you may be able to set your PLAYSTATION®3 computer entertainment system or other authorized device to automatically download or receive new

content from the PLAYSTATION®Store without further notice to you when you sign into PSN. Such content will be subject to the terms of this Agreement.

5. WALLET

All content and services may only be purchased from SCEA using funds from the PSN wallet. All purchases made by the Sub Account or the Master Account must be made through a PSN wallet that is automatically associated with a Master Account. A Sub Account does not have its own separate wallet. Master Accounts can set a maximum spending amount for each Sub Account, effective at the beginning of the following month. A Master Account holder can fund the PSN wallet up to a maximum amount determined by SCEA ("Limit"), using either (i) a credit or debit card; (ii) a pre-paid card where available; or (iii) other payment methods as approved by SCEA from time to time. SCEA reserves the right to refuse purchase of any wallet funds for any reason. Except as otherwise permitted by applicable law or as expressly provided in this Agreement, funds added to the wallet are non-refundable and non-transferable. Wallet funds have no value outside PSN and can only be used to purchase content or services from SCEA through PSN. Subject to applicable law, wallet funds that are deemed abandoned or unused by law will not be returned or restored.

6. PREPAID CARDS

Each Master Account and its associated Sub Accounts will be subject to the Limit. If you acquire a prepaid card that has a value that, when added to the wallet's existing balance, exceeds the Limit, you will not be able to apply the value of the prepaid card to the wallet until sufficient funds have been spent from the wallet to allow the sum of the full value of the prepaid card and wallet to be equal to or less than the Limit. The Master Account will only accept pre-paid cards with currency value from the same country as the one designated for the Master Account. SCEA is not responsible for, or liable for any claims arising as a result of, any problems encountered using a prepaid card or for any defects in a prepaid card. Your use of the pre-paid card is subject to terms and conditions at <http://www.us.playstation.com/card>.

7. PURCHASES AND TRANSACTIONS

All purchases and transactions on or through the PSN, including transactions made through the PLAYSTATION®Store are made solely between you and SCEA. By completing a transaction through your master account or allowing a transaction to take place through an associated Sub Account, you are (i) agreeing to pay for all purchases made by the Master Account and its associated Sub Accounts; (ii) authorizing SCEA to deduct from the wallet all applicable fees due and payable for all purchases made by the Master Account and its associated Sub Accounts; and (iii) agreeing to any applicable Service Agreement and the terms of service associated with the particular content, subject to Section 4 above. All sales are final. Content or services are not refundable or transferable, and cannot be redeemed for cash, credit, or funds to your wallet. SCEA reserves the right to deduct from the wallet any amount resulting from a Master Account holder's request to the Master Account holder's credit card company to reverse charges for a purchase on the PSN. SCEA also reserves the right to terminate the Master Account and all Sub Accounts associated with the Master Account. In lieu of termination of the Master Account in such circumstances, SCEA may elect to provide a mechanism by which a Master Account may fund the wallet to prevent the Master Account and its associated Sub Accounts from being terminated. All transactions are made in the currency of your country of residence. Features, specifications, prices, items offered for sale and services are subject to change or withdrawal at any time and SCEA does not provide any refunds in the event of a price drop or a subsequent promotional offering. Special product, service offerings, prices and promotions displayed on the PSN are no longer valid once they are changed or removed from PSN. Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you purchase the item or service. All sales are subject to the laws of the State of California, County of San Mateo. You can make purchases only from a designated Sony regional company which is determined by your country/area of residence. Your country/area of residence may be verified by your credit or debit card number and may be rejected if the information does not match. If you are a Master Account holder, you will receive an email summary for each purchase after it is made, if you have given us a valid, current, operational email address. You can view your purchase history in the PSN Account Management area.

Although SCEA will try to ensure that all prices are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will contact you promptly. You will have the option of either reconfirming your order at the correct price or canceling it. If we are unable to

contact you, your order will be cancelled.

Upon SCEA's confirmation, content or services will be made available to you through your PSN account throughout the authorized term of use or access for such content or service.

From time to time, SCEA may issue promotional codes or "promo codes" which can be used to access promotional offers for PSN content or services. Each promo code will be subject to specific terms and conditions which will be communicated to you in connection with the promotion. Promo codes may not be available in all countries or to all users, and age restrictions may apply. Promo codes must be used before the specified expiration date, and in accordance with applicable terms and conditions. Unless otherwise stated, promo codes may be used once only by the recipient and may not be transferred or sold to any other person.

8. GENERAL LICENSE RESTRICTIONS AND TERMS

All content and software provided through PSN are licensed non-exclusively and revocably to you, your children and children for whom you are a legal guardian (collectively for purposes of this section, "You" or "Your"), solely for Your personal, non-commercial use on the PLAYSTATION®3 computer entertainment system, the PSP®(PlayStation®Portable) system, and any other hardware devices authorized by SCEA in the United States or Canada, subject to the terms of this Agreement. All intellectual property rights subsisting in the PSN, including but not limited to, all software, data, and content subsisting in or connection with the operation of PSN, the Online ID, the products and services offered on or through PSN and hardware used in connection with PSN (collectively defined as "Property"), belong to SCEA and its licensors. All use or access to such Property shall be subject to the terms of this Agreement and all applicable copyright and other intellectual property rights laws. You may not sell, rent, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Property. Except as otherwise expressly permitted by SCEA in writing, you may not reproduce or transfer any portion of the Property. You may not create any derivative works, attempt to create the source code from the object code, or download or use any Property for any purpose other than game play or other SCEA authorized use. Property is not licensed for resale or for public performance. Except as expressly granted in this Agreement, SCEA and its licensors reserve all rights, interests, and remedies in connection with PSN and the Property.

Additional terms of service and use may apply to particular content or services. Use or license terms may be more restrictive depending on content or service. Please read carefully all specific terms of service and use for particular content or service before purchasing. The restrictions to which particular content or service is subject are in the sole discretion of SCEA or its licensors and are subject to change at any time. Use of the terms "purchase," "sale," "sell" or "buy" on PSN or in connection with PSN shall not mean or imply any transfer of ownership of any content, data or software or any intellectual property rights therein from SCEA or its licensors to any user or third party. All other company, product, and service names and logos referenced on the PSN are the marks, trade names, trademarks/ service marks, and registered trademarks/ service marks of their respective owners.

9. SUBSCRIPTIONS

Subscriptions may not be shared among any PSN accounts, including the Master Account with its associated Sub Accounts. All subscriptions will be automatically renewed unless you cancel the subscription. For automatic renewal, your wallet must contain funds in an amount sufficient to cover the subscription's automatic renewal cost, or your subscription will be terminated. If you do not have sufficient funds in your wallet and you have previously entered your credit card billing information, your credit card will be automatically charged a minimum amount determined by SCEA in order to renew your subscription automatically, even if the amount charged exceeds the cost of the subscription. Any difference between the amount charged and the sum of the cost of the subscription and existing balance will be credited to your wallet. Subscription charges may be increased at the end of each subscription period. If charges are increased, you will be asked to confirm whether to continue with the subscription. You may cancel subscriptions via PSN Account Management. Cancellation will take effect from the next renewal of that subscription. Except as otherwise stated in this Agreement, you will not receive a refund for any subscriptions paid in advance.

10. MAINTENANCE AND UPGRADES From time to time, it may become necessary for SCEA to provide certain content or services to you to ensure that PSN, your PLAYSTATION®3 computer entertainment system, the PSP®(PlayStation®Portable) system or other SCEA-authorized hardware is functioning properly in accordance with SCEA guidelines. Some content

or services may be provided automatically without notice when you sign into PSN. Such content or service may include automatic updates or upgrades which may change your current operating system, cause a loss of data or content or cause a loss of functionalities or utilities. Such upgrades or updates may be provided for system software for your PLAYSTATION®3 computer entertainment system, the PSP®(PlayStation®Portable) system, or other SCEA-authorized hardware. Access or use to any system software is subject to terms and conditions of a separate end user license agreement found at <http://www.us.playstation.com/support/termsofuse>. You authorize SCEA to provide such content and services and agree that SCEA shall not be liable for any damages arising from provision of such content or services or maintenance services. It is recommended that you regularly back up any data located on the hard disk that is of a type that can be backed up.

11. PUBLIC INFORMATION

SCEA may provide all users with information relating to your game play. You hereby authorize SCEA to use, distribute, copy, display, and publish information relating to your game play for gaming purposes including tournaments and ranking, without payment to you. In addition, you will have the option to post, stream or transmit pictures, photographs, game related materials, or other information through PSN to share with the PSN community ("User Material"), provided no rights of others are violated. You authorize and sublicense SCEA the right to authorize anyone to use, distribute, copy, modify, display, and publish your User Material in any manner on any medium without payment to you, and you hereby waive all claims, including any moral rights, against SCEA, its affiliates and subsidiaries for SCEA or any other third party's use of User Material and game play information, as applicable. By posting, streaming, or transmitting any User Material, you represent and warrant that you have the appropriate rights to use, post, distribute, and transmit the User Material and to grant SCEA the rights stated in the foregoing sentence. You further agree to cooperate with SCEA in resolving any dispute that may arise from your User Material. SCEA reserves the right to remove any User Material at its sole discretion.

12. TERMINATION/ CANCELLATION

If SCEA determines in its sole discretion that you have violated any term of this Agreement or any other terms of service or agreements connected with PSN or have otherwise injured or damaged the PSN community, SCEA may take all actions to protect its interests, including termination or suspension of your PSN account (both the Master Account and any associated Sub Accounts), removal of content, implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as necessary to remedy the violation. Upon termination for any reason, you will not receive a refund for items, value accumulated on in-game items or any unused balance in your wallet except as expressly provided in this Agreement. Any ranking or scores, or game related information will not be retained or accessible by you or your associated Sub Accounts. SCEA reserves the right to bring legal action and to participate in any government or private legal action or investigation relating to your conduct, which may require the disclosure of your information. Unless as otherwise stated in this Agreement, SCEA, at its sole discretion, may indefinitely suspend, or discontinue any and all online services and content at any time, including for maintenance service or upgrades, without prior notice or liability.

13. GENERAL LEGAL

SCEA, at its sole discretion, may modify the terms of this Agreement at any time, including imposing a fee for creating PSN accounts. By accepting this Agreement or by accessing PSN, you agree to be bound by all current terms of the Agreement. To access a printable, current copy of this Agreement, go to <http://www.us.playstation.com/support/termsofuse> on your personal computer. If material changes to this Agreement are made, you will be notified by a posting as you sign in to PSN. If necessary, you will be given additional choices regarding such change(s). Please check back from time to time to ensure that you are aware of these changes. Your continued use of PSN, including use of your associated Sub Account(s), will signify your acceptance of these changes. If you do not accept material changes to the Agreement, then you may contact us to terminate this Agreement and your account(s). If there are funds in your wallet as of the date SCEA terminates your account, those funds may be refunded to you and you will not be able to access PSN.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California applying to contracts fully executed and performed within the State of California. Both parties submit to personal jurisdiction in California and further agree that any dispute arising from or relating to this Agreement shall be brought in a court within San Mateo County, California. In

the event of litigation to enforce any part of this Agreement, all costs and fees, including attorney's fees, shall be paid by the non-prevailing party.

14. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, functionality, availability or performance of PSN, or any content or services offered on or through PSN. In addition to the limitations of liability in Sections 1, 3 and 12 of this Agreement, SCEA expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SCEA assumes no liability for any inability to purchase or use any content, goods or services. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM PSN OR IN CONNECTION WITH THIS AGREEMENT AND SCEA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF OR ACCESS TO PSN SHALL BE LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE UNUSED FUNDS IN YOUR WALLET AS OF THE DATE OF TERMINATION. EXCEPT AS STATED IN THE FOREGOING SENTENCE, SCEA EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR DOWNLOADING CONTENT TO YOUR PLAYSTATION®3 COMPUTER ENTERTAINMENT SYSTEM, THE PSP®(PLAYSTATION®PORTABLE) SYSTEM, OR ANY HARDWARE UNIT, OR USING OR ACCESSING THE PSN. Internet Service Provider fees are the full responsibility of the user. UNLESS THIS PROVISION IS UNENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

PLEASE CONTACT SONY COMPUTER ENTERTAINMENT AMERICA INC. CONSUMER SERVICES FOR FURTHER INFORMATION OR QUESTIONS ON OUR WEBSITE <http://www.us.playstation.com/corporate/contactus> OR BY PHONE AT 877-971-7669.

Support

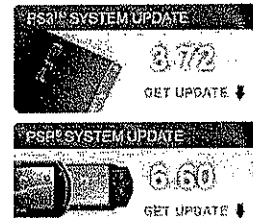
- Knowledge Center/Support
- Warranty Information
- Product Manuals
- Contacting Support
- Register Your Product

Corporate

- About SCEA
- Contact Us
- Careers
- Press Releases
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PLAYSTATION®NETWORK

TERMS OF SERVICE AND USER AGREEMENT

Version 3.0 (July 15, 2008) *updates noted in red

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must provide (i) your consent for SCEA to disclose, pursuant to SCEA's privacy policy, your child's personally identifying information to third parties for the purpose of allowing your child to participate in PSN activities, such as video and voice chat and gameplay; and (ii) your credit card information. Your credit card will be used to verify parental consent under laws requiring such consent. You will not be charged a fee for creating the Sub Account. If you do not consent to the disclosure of this requested information, you will not be able to create a Sub Account for the child. If all requested information is provided, a separate email containing a code will be sent to the Master Account's email account with instructions to complete registration by entering the code into the Sub Account using a personal computer. You will need to create for your child an Online ID that will be associated with the child's PSN Sub Account. Please note that the Online ID is publicly available to and viewable by all PSN users and your child may receive text emails from any PSN users, including adults, in your child's PSN account mailbox. The parent's Master Account will not be notified of such text emails sent to a child's Sub Account mailbox. As the parent or legal guardian, it is your sole responsibility to monitor your child's access to or use of PSN, as well as any communications made or received by your child on or through PSN. Some content and services may be objectionable or inappropriate to some users, including children under a certain age. Please consider your child's age and check any product, content or service ratings and descriptions, where available, before you access, download or purchase any items or permit your child to do so. In some cases, third parties provide ratings or descriptions for items, and SCEA therefore cannot guarantee the accuracy or completeness of such information. In addition, not all content and services are rated.

Some content that you download to your PLAYSTATION®3 computer entertainment system or PSP® (PlayStation®Portable) system may be accessible by all users of that system. Please monitor all access to content, services, and communications that may be objectionable or age inappropriate. PSN parental controls will not apply to certain types of services or content such as content that is considered streamed material, user communication or certain categories of downloadable content. PSN parental controls may also not apply to some content that is not rated. Your child may not be able to access some content or services or play games rated for users older than his or her registered age. In some countries, parents and legal guardians with Master Accounts will be permitted to set their parental controls to override content restrictions on certain materials for associated Sub Accounts. Please see the Knowledge Base located at the following website for more information: <http://playstation.custhelp.com/>.

A Master Account can also create Sub Accounts for people over the age of 18. Credit card information is not required to create a Sub Account for someone over 18. Adult Sub Account holders must accept this Terms of Service and User Agreement and the applicable Privacy Policy themselves. The Master Account holder is jointly and severally legally and financially responsible for the actions of his or her Sub Account holders on PSN, regardless of their age.

Both Master Account and Sub Account holders select their own Online ID, Sign-In ID and password to gain access to their accounts. All users should safeguard their account information to prevent use by any other user. Certain information, which may include the Online ID, "About Me" statement, avatar pictures, country/area of residence, preferred language and recently played game titles, will be provided to all PSN users, including children. SCEA shall have no liability for any unauthorized usage of a PSN account. Deletion or termination of a Master Account will result in the deletion and termination of all associated Sub Accounts.

2. PSN COMMUNITY

Currently, no purchase is required to participate in general PSN community activities. If you have a PSN account, you can chat via voice and video with friends and enjoy single sign on benefits without purchase, as well as enjoy online entertainment for which there is no subscription or purchase requirement.

3. COMMUNITY CODE OF CONDUCT

You must adhere to the following rules of conduct, and also follow a reasonable, common-sense code of conduct. Users are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of PSN. Rights of other players should be respected.

The violations that are prohibited include but are not limited to the following:

You may not engage in deceptive or misleading practices.

You may not abuse or harass others, including but not limited to stalking behavior.

You may not take any action, or upload, post, stream, or otherwise transmit any content, language, images or sounds in any forum, communication, public profile, or other publicly viewable areas or in the creation of any Online ID that SCEA, in its sole discretion, finds offensive, hateful, or vulgar. This includes but is not limited to, any content or communication that SCEA in its sole discretion deems racially, ethnically, religiously, or sexually offensive, libelous, defaming, threatening, bullying or stalking.

You may not organize hate groups.

You may not upload, post, stream, or otherwise transmit any content that contains any viruses, worms, spyware, time bombs, or other computer programs that may damage, interfere with, or disrupt PSN.

You may not use, make, or distribute unauthorized software or hardware in conjunction with PSN, or take or use any data from PSN to design, develop or update unauthorized software or hardware, including but not limited to cheat code software or devices that circumvent any security features or limitations included on any software or devices.

You may not modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of any game title, or content.

You may not cause disruption to any account, system, hardware, software, or network connected to PSN for any reason, including to gain an unfair advantage in a game.

You may not attempt to hack or reverse engineer any code or equipment in connection with PSN.

You may not provide anyone with your name or any other personally identifying information, or the name, password or personally identifying information of any other person or business through any means, including messaging, chat or any other form of PSN communication.

You may not take any action that we consider to be disruptive to the normal flow of chat or gameplay, including without limitation uploading, posting, streaming, or otherwise transmitting any unsolicited or unauthorized material, including junk mails, spams, excessive mails, or chain letters.

You may not introduce content that is commercial in nature such as advertisements, solicitations, promotions and links to web sites.

You may not introduce content that could be harmful to SCEA, its licensor, or players such as any code or virus that may damage any property or interfere with the use of the property or PSN.

You may not take any upload, post, stream, access, or otherwise transmit any content that you know or should have known to be infringing or that violates any third party rights, any law or regulation, or contractual or fiduciary obligations.

You may not impersonate any person, including an SCEA or third party employee.

You may not provide SCEA or any third party company with false or inaccurate information, including reporting false complaints to SCEA Consumer Services or providing false or inaccurate information during account registration.

You may not sell, buy, trade, or otherwise transfer your Online ID or any personal access to PSN through any means or method, including by use of web auction sites.

You may not conduct any activities that violate any local, state or federal laws, including but not limited to, copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, and the distribution of counterfeit software.

Unless otherwise required by applicable law, there is no requirement or expectation that SCEA will monitor or record any online activity on PSN, including communications. However, SCEA reserves the right to monitor and record any online activity on PSN, and you give SCEA your express consent to monitor and record your activities. SCEA reserves the right to remove any content from anywhere on PSN at SCEA's sole discretion. SCEA has no liability for any violation of this Agreement by you or by any other player.

4. CONTENT AND SERVICES ON PSN PSN provides you with the ability to buy a variety of content and services, including game-specific items, video content, as well as game and program subscriptions. All content and services are provided through PSN by SCEA, including content created or published by third parties. Third parties, including publishers may administer some services, including delivery, gameplay or customer service. To enable third parties to provide such services to you, we must provide them with your personal information. If you do not consent to allow us to share your personal information with third parties for the purpose of providing you with PSN services, you will not be able to participate in PSN. In order to access

certain content or services, you may be required to accept additional content or service-specific terms and conditions ("Usage Terms"). Notwithstanding any provision of any other agreement, in the event of any conflict between this Agreement and the Usage Terms, any other terms and conditions in connection with PSN or in connection with any disc-based product used with PSN, this Agreement shall control. In addition, you may be able to set your PLAYSTATION®3 computer entertainment system or other authorized device to automatically download or receive new content from the PlayStation®Store without further notice to you when you sign into PSN. Such content will be subject to the terms of this Agreement.

5. WALLET

All content and services may only be purchased from SCEA using funds from the PSN wallet. All purchases made by the Sub Account or the Master Account must be made through a PSN wallet that is automatically associated with a Master Account. A Sub Account does not have its own separate wallet. Master Accounts can set a maximum spending amount for each Sub Account, effective at the beginning of the following month. A Master Account holder can fund the PSN wallet up to a maximum amount determined by SCEA ("Limit"), using either (i) a credit or debit card; (ii) a pre-paid card where available; or (iii) other payment methods as approved by SCEA from time to time. SCEA reserves the right to refuse purchase of any wallet funds for any reason. Except as otherwise permitted by applicable law or as expressly provided in this Agreement, funds added to the wallet are non-refundable and non-transferable. Wallet funds have no value outside PSN and can only be used to purchase content or services from SCEA through PSN. Subject to applicable law, wallet funds that are deemed abandoned or unused by law will not be returned or restored.

6. PREPAID CARDS

Each Master Account and its associated Sub Accounts will be subject to the Limit. If you acquire a prepaid card that has a value that, when added to the wallet's existing balance, exceeds the Limit, you will not be able to apply the value of the prepaid card to the wallet until sufficient funds have been spent from the wallet to allow the sum of the full value of the prepaid card and wallet to be equal to or less than the Limit. The Master Account will only accept pre-paid cards with currency value from the same country as the one designated for the Master Account. SCEA is not responsible for, or liable for any claims arising as a result of, any problems encountered using a prepaid card or for any defects in a prepaid card. Your use of the pre-paid card is subject to terms and conditions at <http://www.us.playstation.com/card>.

7. PURCHASES AND TRANSACTIONS

All purchases and transactions on or through the PSN, including transactions made through the PlayStation®Store, are made solely between you and SCEA. By completing a transaction through your Master Account or allowing a transaction to take place through an associated Sub Account, you are (i) agreeing to pay for all purchases made by the Master Account and its associated Sub Accounts; (ii) authorizing SCEA to deduct from the wallet all applicable fees due and payable for all purchases made by the Master Account and its associated Sub Accounts; and (iii) agreeing to any applicable Usage Term and the terms and conditions associated with the particular content or service, subject to Section 4 above. All sales are final. Content or services are not refundable or transferable, and cannot be redeemed for cash, credit, or funds to your wallet. SCEA reserves the right to deduct from the wallet any amount resulting from a Master Account holder's request to the Master Account holder's credit card company to reverse charges for a purchase on the PSN. SCEA also reserves the right to terminate the Master Account and all Sub Accounts associated with the Master Account. In lieu of termination of the Master Account in such circumstances, SCEA may elect to provide a mechanism by which a Master Account may fund the wallet to prevent the Master Account and its associated Sub Accounts from being terminated. All transactions are made in the currency of your country of residence. Features, specifications, prices, items offered for sale and services are subject to change or withdrawal at any time and SCEA does not provide any refunds in the event of a price drop or a subsequent promotional offering. Special product, service offerings, prices and promotions displayed on the PSN are no longer valid once they are changed or removed from PSN. Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you purchase the item or service. All sales are subject to the laws of the State of California, County of San Mateo. You can make purchases only from a designated Sony regional company which is determined by your country/area of residence. Your country/area of residence may be verified by your credit or debit card number and may be rejected if the information does not match. If you are a Master

Account holder, you will receive an email summary for each purchase after it is made, if you have given us a valid, current, operational email address. You can view your purchase history in the PSN Account Management area.

Although SCEA will try to ensure that all prices, product descriptions, and its associated terms and conditions are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will contact you promptly. You will have the option of either reconfirming your order at the correct price or canceling it. If we are unable to contact you, your order will be cancelled.

Upon SCEA's confirmation, content or services will be made available to you through your PSN account. You are solely responsible for storing and the safekeeping of your content. SCEA is not responsible for providing you with replacement copies for any reason.

From time to time, SCEA may issue promotional codes or "promo codes" which can be used to access promotional offers for PSN content or services. Each promo code will be subject to specific terms and conditions which will be communicated to you in connection with the promotion. Promo codes may not be available in all countries or to all users, and age restrictions may apply. Promo codes must be used before the specified expiration date, and in accordance with applicable terms and conditions. Unless otherwise stated, promo codes may be used once only by the recipient and may not be transferred or sold to any other person.

8. GENERAL LICENSE RESTRICTIONS AND TERMS

Except as stated in this Agreement, all content and software provided through PSN are licensed non-exclusively and revocably to you, your children and children for whom you are a legal guardian (collectively for purposes of this section, "You" or "Your"), solely for Your personal, private, non-transferable, non-commercial, limited use on a limited number of activated PLAYSTATION®3 computer entertainment systems, PSP® (PlayStation®Portable) systems, and any other hardware devices authorized by SCEA in the United States or Canada (where permitted). All intellectual property rights subsisting in the PSN, including but not limited to, all software, data, and content subsisting in or connection with the operation of PSN, the Online ID, the products and services offered on or through PSN and hardware used in connection with PSN (collectively defined as "Property"), belong to SCEA and its licensors. All use or access to such Property shall be subject to the terms of this Agreement and all applicable copyright and other intellectual property rights laws. You may not sell, rent, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Property. Except as stated in this Agreement or otherwise expressly permitted by SCEA in writing, you may not reproduce or transfer any portion of the Property. You may not create any derivative works, attempt to create the source code from the object code, or download or use any Property for any purpose other than as expressly permitted. You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in connection with PSN or any of the content or services offered through PSN. You acknowledge that the PSN service, including some content or services provided through PSN, may contain security or technical features that will prevent use of such content or services in violation of this Agreement. Notwithstanding any terms, Property is not licensed for resale, public performance, display, distribution or broadcast. You acknowledge that some content providers and licensors are intended third party beneficiaries who have rights to enforce this Agreement against you and your permitted users. Except as expressly granted in this Agreement, SCEA and its licensors reserve all rights, interests, and remedies in connection with PSN and the Property.

Additional terms of service and use may apply to particular content or services. Use or license terms may be more restrictive depending on content or service. Please read carefully all specific terms of service and use for particular content or service before purchasing. The restrictions to which particular content or service is subject are in the sole discretion of SCEA or its licensors and are subject to change at any time. Use of the terms "purchase," "sale," "sell," "sold," or "buy" on PSN or in connection with PSN shall not mean or imply any transfer of ownership of any content, data or software or any intellectual property rights therein from SCEA or its licensors to any user or third party. All other company, product, and service names and logos referenced on the PSN are the marks, trade names, trademarks/ service marks, and registered trademarks/ service marks ("Marks") of their respective owners. You may not use or reproduce any Marks without the owner's expressed written consent. You may not remove any proprietary notices or labels from any content.

9. VIDEO CONTENT

Subject to the terms of this Agreement and any additional terms and conditions for the particular content, SCEA licenses digitalized content of programs, including television shows and movies ("Video Content") to you for your personal, private, non-commercial viewing in the United States only on a limited number of activated PLAYSTATION®3 computer entertainment systems and/or PSP® (PlayStation®Portable) system(s) ("Authorized Device") during the authorized viewing period ("Authorized Term"). Video Content is available to you as a rental or purchase. You may rent the content for a limited duration ("Rental Content"), or enjoy the content continuously subject to certain digital rights management rules and the terms and conditions of this Agreement ("Sold Content"). Except for rights explicitly granted to you, all rights in the Video Content are reserved by SCEA and/or its third party licensors.

Only one copy of a Rental Content may be viewable on an Authorized Device for up to 24 hours after the first playback or 14 days after payment for the Rental Content, whichever is sooner. After such time, you will not be able to view the Rental Content. Rental Content may not be reproduced. However, Rental Content in standard definition format that was originally downloaded onto a PLAYSTATION®3 computer entertainment system may be transferred once by the PSN account that purchased the content to one activated PSP® (PlayStation®Portable) system during the Authorized Term. Thereafter, the Rental Content will not be available on the original PLAYSTATION®3 computer entertainment system, and no subsequent transfer to any other device including a PLAYSTATION®3 computer entertainment system or a PSP® (PlayStation®Portable) system is currently permitted. Rental Content in standard definition format that was originally downloaded onto a PSP® (PlayStation®Portable) system may be viewable on only one (1) activated PSP® (PlayStation®Portable) system during the Authorized Term. Rental Content in high definition format may be viewed on only one (1) activated PLAYSTATION®3 computer entertainment system.

You may view Sold Content for an unlimited number of times on an Authorized Device. Sold Content in standard definition format that was initially downloaded onto a PLAYSTATION®3 computer entertainment system may be copied solely by the PSN account that purchased the Sold Content for use on up to three (3) activated PSP® (PlayStation®Portable) systems. Sold Content in standard definition format that was initially downloaded for a PSP® (PlayStation®Portable) system may be viewable on two (2) other activated PSP® (PlayStation®Portable) systems. Sold Content in high definition format may be viewed on only one (1) activated PLAYSTATION®3 computer entertainment system.

Proper activation of the PLAYSTATION®3 computer entertainment system or the PSP® (PlayStation®Portable) system by the PSN account that purchased the Video Content is required for all downloads, transfers, copies and viewings. Purchase of Video Content is connected to the purchasing PSN account and any one PSN account can activate no more than the maximum number of Authorized Devices stated in this Agreement or in any terms and conditions for the particular Video Content, regardless of the number of copies of Video Content purchased using the PSN account. Video Content may not be transferred from one PSN account to another. SCEA reserves the right to limit the number of times the PLAYSTATION®3 computer entertainment system or the PSP® (PlayStation®Portable) system may be activated or deactivated.

Downloading will be not permitted outside the Authorized Term. In addition, once the Video Content has been downloaded from PSN, you will not be able to download it again for any reason without purchase of another copy.

Some content such as movie trailers may not be representative of the actual feature presentation. Digitalized versions of some content may not be identical with the original formatted content or previously released versions of the same titled content.

Video Content will play on displays ranging from standard definition up to 1080p depending on the content. Video output in certain formats may require additional equipment, sold separately. For more information on Video Content, please visit <http://playstation.custhelp.com/>.

For specific information on ratings for some Video Content, please visit <http://www.mpa.org> and <http://tv.guidelines.org/>.

10. SUBSCRIPTIONS

Subscriptions may not be shared among any PSN accounts, including the Master Account with its associated Sub Accounts. All subscriptions will be automatically renewed unless you cancel the subscription. For automatic renewal, your wallet must contain funds in an amount sufficient to

cover the subscription's automatic renewal cost, or your subscription will be terminated. If you do not have sufficient funds in your wallet and you have previously entered your credit card billing information, your credit card will be automatically charged a minimum amount determined by SCEA in order to renew your subscription automatically, even if the amount charged exceeds the cost of the subscription. Any difference between the amount charged and the sum of the cost of the subscription and existing balance will be credited to your wallet. Subscription charges may be increased at the end of each subscription period. If charges are increased, you will be asked to confirm whether to continue with the subscription. You may cancel subscriptions via PSN Account Management. Cancellation will take effect from the next renewal of that subscription. Except as otherwise stated in this Agreement, you will not receive a refund for any subscriptions paid in advance.

11. MAINTENANCE AND UPGRADES From time to time, it may become necessary for SCEA to provide certain content or services to you to ensure that PSN, content or services offered through PSN, your PLAYSTATION®3 computer entertainment system, the PSP® (PlayStation®Portable) system or other SCEA-authorized hardware is functioning properly in accordance with SCEA guidelines. Some content or services may be provided automatically without notice when you sign into PSN. Such content or service may include automatic updates or upgrades which may change your current operating system, cause a loss of data or content or cause a loss of functionalities or utilities. Such upgrades or updates may be provided for system software for your PLAYSTATION®3 computer entertainment system, the PSP® (PlayStation®Portable) system, or other SCEA-authorized hardware. Access or use to any system software is subject to terms and conditions of a separate end user license agreement found at <http://us.playstation.com/support/termsofuse>. You authorize SCEA to provide such content and services and agree that SCEA shall not be liable for any damages arising from provision of such content or services or maintenance services. It is recommended that you regularly back up any data located on the hard disk that is of a type that can be backed up.

12. INFORMATION

SCEA may provide all users with information relating to your game play. You hereby authorize SCEA to use, distribute, copy, display, and publish information relating to your game play for gaming purposes including tournaments and ranking, without payment to you. In addition, you will have the option to post, stream or transmit pictures, photographs, game related materials, or other information through PSN to share with the PSN community ("User Material"), provided no rights of others are violated. You authorize and sublicense SCEA the right to authorize anyone to use, distribute, copy, modify, display, and publish your User Material in any manner on any medium without payment to you, and you hereby waive all claims, including any moral rights, against SCEA, its affiliates and subsidiaries for SCEA or any other third party's use of User Material and game play information, as applicable. By posting, streaming, or transmitting any User Material, you represent and warrant that you have the appropriate rights to use, post, distribute, and transmit the User Material and to grant SCEA the rights stated in the foregoing sentence. You further agree to cooperate with SCEA in resolving any dispute that may arise from your User Material. SCEA reserves the right to remove any User Material at its sole discretion. Through your use of PSN, you may be provided with, information about SCEA's or a third party's products or services. This information includes, but is not limited to, promotions, advertisements, product placements or marketing materials within PSN or a game, whether it is connected to or provided through PSN or not. You agree that SCEA and its partners and providers may collect information regarding your activities, access, or game play, and may use and distribute such information for their marketing purpose subject to the terms of SCEA's privacy policy or the policies of third parties where applicable. SCEA does not endorse any of the products or services advertised, promoted or marketed.

13. TERMINATION/ CANCELLATION

If SCEA determines in its sole discretion that you have violated any term of this Agreement, the Usage Terms, or any other terms and conditions connected with PSN or have otherwise injured or damaged the PSN community, SCEA may take all actions to protect its interests, including termination or suspension of your PSN account (both the Master Account and any associated Sub Accounts), automatic removal or blockage of the content, implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as necessary to remedy the violation. If your breach is in connection with content that you have downloaded, you must immediately cease use of such content and delete all copies from all of

your devices. Upon termination for any reason, you will not receive a refund for items, value accumulated on in-game items or any unused balance in your wallet except as expressly provided in this Agreement. Any game ranking or scores, or game related information in connection with PSN will not be retained or accessible by you or your associated Sub Accounts. SCEA reserves the right to bring legal action and to participate in any government or private legal action or investigation relating to your conduct, which may require the disclosure of your information. Unless as otherwise stated in this Agreement, SCEA, at its sole discretion, may indefinitely suspend, or discontinue any and all online services and content at any time, including for maintenance service or upgrades, without prior notice or liability.

14. GENERAL LEGAL

SCEA, at its sole discretion, may modify the terms of this Agreement at any time, including imposing a fee for creating PSN accounts. By accepting this Agreement or by accessing PSN, you agree to be bound by all current terms of the Agreement. To access a printable, current copy of this Agreement, go to <http://www.us.playstation.com/support/termsfuse> on your personal computer. If material changes to this Agreement are made, you will be notified by a posting as you sign in to PSN. If necessary, you will be given additional choices regarding such change(s). Please check back from time to time to ensure that you are aware of these changes. Your continued use of PSN, including use of your associated Sub Account(s), will signify your acceptance of these changes. If you do not accept material changes to the Agreement, then you may contact us to terminate this Agreement and your account(s). If there are funds in your wallet as of the date SCEA terminates your account, those funds may be refunded to you and you will not be able to access PSN.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California applying to contracts fully executed and performed within the State of California. Both parties submit to personal jurisdiction in California and further agree that any dispute arising from or relating to this Agreement shall be brought in a court within San Mateo County, California. In the event of litigation to enforce any part of this Agreement, all costs and fees, including attorney's fees, shall be paid by the non-prevailing party.

15. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, functionality, availability or performance of PSN, or any content or services offered on or through PSN. In addition to the limitations of liability in Sections 1, 3 and 13 of this Agreement, SCEA expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SCEA assumes no liability for any inability to purchase or use any content, goods or services. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM PSN OR IN CONNECTION WITH THIS AGREEMENT AND SCEA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF OR ACCESS TO PSN SHALL BE LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE UNUSED FUNDS IN YOUR WALLET AS OF THE DATE OF TERMINATION. EXCEPT AS STATED IN THE FOREGOING SENTENCE, SCEA EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING ANY SERVICE OR DOWNLOADING ANY CONTENT TO YOUR PLAYSTATION®3 COMPUTER ENTERTAINMENT SYSTEM, THE PSP® (PLAYSTATION®PORTABLE) SYSTEM, OR ANY HARDWARE DEVICE, OR USING OR ACCESSING THE PSN. UNLESS THIS PROVISION IS UNENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. Internet Service Provider fees are the full responsibility of the user.

PLEASE CONTACT SONY COMPUTER ENTERTAINMENT AMERICA INC. CONSUMER SERVICES FOR FURTHER INFORMATION OR QUESTIONS VIA OUR WEBSITE <http://www.us.playstation.com/Corporate/ContactUs> OR BY PHONE AT 877-971-7669.

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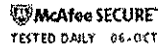


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PLAYSTATION®NETWORK TERMS OF SERVICE AND USER AGREEMENT

Version 4.0 (October 15, 2008)

*updated notes in red

PLEASE READ THIS ENTIRE AGREEMENT AND INDICATE WHETHER YOU AGREE TO ITS TERMS BY CLICKING THE "ACCEPT" OR "DO NOT ACCEPT" BUTTON AT THE END OF THE AGREEMENT. YOUR ACCESS TO SONY COMPUTER ENTERTAINMENT AMERICA'S PLAYSTATION®NETWORK ("PSN") IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU CLICK THE "DO NOT ACCEPT" BUTTON, YOU WILL NOT BE ABLE TO ACCESS PSN.

THIS AGREEMENT IS A CONTRACT BETWEEN YOU AND SONY COMPUTER ENTERTAINMENT AMERICA INC. ("SCEA") AND CAN BE ACCEPTED ONLY BY AN ADULT WHO IS OF LEGAL AGE OF MAJORITY IN THE COUNTRY IN WHICH YOUR PSN ACCOUNT IS REGISTERED. If you are under the legal age of majority, you must ask your parent or legal guardian to consent to this Agreement and Privacy Policy. By clicking the "ACCEPT" button yourself, you affirm that you have reached the legal age of majority and you accept this Agreement. You also affirm that you are accepting this Agreement on behalf of, and all legal and financial responsibility and liability for the actions of, your child and for all subordinate accounts ("Sub Accounts") attached to your Master Account and you hereby expressly ratify and confirm any acts of your child and all users of your Sub Accounts.

This Agreement applies to software, content and access to software and content provided through or in connection with PSN, including via the PlayStation®Store and virtual communities, whether delivered onto the PLAYSTATION®3 computer entertainment system, the PSP® (PlayStation®Portable) system, a personal computer or otherwise. Such access, software, and content include subscriptions, data, system software, fixes, updates or newer releases and related materials.

If you accept this Agreement, you are subject to its terms and all other agreements that you have entered into in connection with PSN. You agree that you will not directly or indirectly use PSN (i) in any way for any commercial purpose, (ii) in any way that violates the law or the community code of conduct, or (iii) in any way that harms or has the potential to harm SCEA, its parent company, or any affiliates, subsidiaries, licensors, providers, partners of SCEA or its parent company, and users. You agree that you will not use any unauthorized hardware or software to access or use PSN.

1. PSN ACCOUNT REGISTRATION

Through PSN, you may participate in SCEA's online community, play games online, and purchase access to content and services, such as new levels for your favorite games, movies, television shows or original programs such as Qore™. PSN may not be available, or may not be supported, in some countries and some languages. You must create a PSN account in order to access PSN's content and services. SCEA reserves the right to deny the creation of any account at its discretion and for any reason. Currently, there are no charges for creating a PSN account, but there may be charges associated with certain online content or services that are available through PSN. All information provided during PSN account registration must be truthful and accurate. There are two types of PSN accounts where available: Master Accounts and Sub Accounts. All PSN accounts must have an associated PSN mailbox for receiving text mail.

If you have reached the legal age of majority, you can create a Master Account for yourself. Where available, each Master Account can create up to six (6) associated Sub Accounts. You are not permitted to create Sub Accounts for persons under the legal age of majority who are not your children or for whom you are not the legal guardian. Your children must be of a certain age in order to have a Sub Account. Sub Accounts may not be available in all countries.

A Master Account has access to and control over the following aspects of its Sub Accounts: (i) financial aspects; (ii) content availability and (iii) certain chat features. Text mail from SCEA that relates to a Sub Account's purchases on PSN will be sent to the mailbox of the associated Master

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Account. At its sole discretion, SCEA may send text mail to the Master Account relating to the Sub Account's other activities on PSN. The Master Account holder is jointly and severally legally and financially responsible for the actions of his or her Sub Account holders on PSN.

Where available, a child under the legal age of majority can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. If you are creating a Sub Account for a child, you must provide (i) your consent for SCEA to disclose, pursuant to SCEA's privacy policy, your child's personally identifying information to third parties for the purpose of allowing your child to participate in PSN activities, such as video and voice chat and gameplay; and (ii) your credit card information if requested by SCEA for Sub Accounts for children under the age of 13 in the United States and Canada or under the specific age applicable to your country. Your credit card will be used to verify parental consent under laws requiring such consent. You will not be charged a fee for creating the Sub Account. If you do not consent to the disclosure of this requested information, you will not be able to create a Sub Account for the child. If all requested information is provided, a separate email containing a code will be sent to the Master Account's email account with instructions to complete registration by entering the code into the Sub Account using a personal computer. You will need to create for your child an Online ID that will be associated with the child's PSN Sub Account. Please note that the Online ID is publicly available to and viewable by all PSN users and your child may receive text emails from any PSN users, including adults, in your child's PSN account mailbox. The parent's Master Account will not be notified of such text emails sent to a child's Sub Account mailbox. As the parent or legal guardian, it is your sole responsibility to monitor your child's access to or use of PSN, as well as any communications made or received by your child on or through PSN.

Some content may be objectionable or inappropriate to some users, including children under a certain age, which may vary from country to country. Please consider your child's age and check any content ratings and descriptions where available, before you access, download or purchase access to any items or permit your child to do so. In some cases, third parties provide ratings or descriptions for items, and SCEA therefore cannot guarantee the accuracy or completeness of such information. In addition, not all content is rated.

Some content that you download to your PLAYSTATION®3 computer entertainment system or PSP® (PlayStation®Portable) system may be accessible by all users of that system. Please monitor all access to content and communications that may be objectionable or age inappropriate. PSN parental controls will not apply to certain types of content such as content that is considered streamed material, user communication or certain categories of downloadable content. PSN parental controls may also not apply to some content that is not rated. Your child may not be able to access some content or play games rated for users older than his or her registered age. In some countries, parents and legal guardians with Master Accounts will be permitted to set their parental controls to override content restrictions on certain materials for associated Sub Accounts. Please see the following website for more information:
<http://playstation.com/>.

Both Master Account and Sub Account holders select their own Online ID, Sign-In ID and password to gain access to their accounts. All users should safeguard their account information to prevent use by any other user. Certain information, which may include the Online ID, "About Me" statement, avatar pictures, country/area of residence, preferred language and recently played game titles, will be provided to all PSN users, including children. SCEA shall have no liability for any unauthorized usage of a PSN account. Deletion or termination of a Master Account will result in the deletion and termination of all associated Sub Accounts.

2. PSN COMMUNITY

Currently, no purchase is required to participate in general PSN community activities. If you have a PSN account, you may be able to chat via voice and video with friends and enjoy single sign on benefits without purchase, as well as enjoy online entertainment for which there is no subscription or purchase requirement.

3. COMMUNITY CODE OF CONDUCT

You must adhere to the following rules of conduct, and also follow a reasonable, common-sense code of conduct. Users are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of PSN. Rights of other players should be respected.

The violations that are prohibited include but are not limited to the following:

You may not engage in deceptive or misleading practices.

You may not abuse or harass others, including but not limited to stalking behavior.
You may not take any action, or upload, post, stream, or otherwise transmit any content, language, images or sounds in any forum, communication, public profile, or other publicly viewable areas or in the creation of any Online ID that SCEA, in its sole discretion, finds offensive, hateful, or vulgar. This includes but is not limited to, any content or communication that SCEA in its sole discretion deems racially, ethnically, religiously, or sexually offensive, libelous, defaming, threatening, bullying or stalking.

You may not organize hate groups.

You may not upload, post, stream, or otherwise transmit any content that contains any viruses, worms, spyware, time bombs, or other computer programs that may damage, interfere with, or disrupt PSN.

You may not use, make, or distribute unauthorized software or hardware in conjunction with PSN, or take or use any data from PSN to design, develop or update unauthorized software or hardware, including but not limited to cheat code software or devices that circumvent any security features or limitations included on any software or devices.

You may not modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of any game title, or content.

You may not cause disruption to any account, system, hardware, software, or network connected to PSN for any reason, including to gain an unfair advantage in a game.

You may not attempt to hack or reverse engineer any code or equipment in connection with PSN.

You may not provide anyone with your name or any other personally identifying information other than your own Online ID, or the name, password or personally identifying information of any other person or business through any means, including messaging, chat or any other form of PSN communication.

You may not take any action that SCEA considers to be disruptive to the normal flow of chat or gameplay, including without limitation, uploading, posting, streaming, or otherwise transmitting any unsolicited or unauthorized material, including junk mails, spams, excessive mails, or chain letters.

You may not introduce content that is commercial in nature such as advertisements, solicitations, promotions and links to web sites.

You may not introduce content that could be harmful to SCEA, its licensors, or players, such as any code or virus that may damage any property or interfere with the use of the property or PSN.

You may not upload, post, stream, access, or otherwise transmit any content that you know or should have known to be infringing, or that violates, any third party rights, any law or regulation, or contractual or fiduciary obligations.

You may not impersonate any person, including an SCEA or third party employee.

You may not provide SCEA or any third party company with false or inaccurate information, including reporting false complaints to SCEA Consumer Services or providing false or inaccurate information during account registration.

You may not sell, buy, trade, or otherwise transfer your Online ID or any personal access to PSN through any means or method, including by use of web auction sites.

You may not conduct any activities that violate any local, state or federal laws, including but not limited to, copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, and the distribution of counterfeit software.

Unless otherwise required by applicable law, there is no requirement or expectation that SCEA will monitor or record any online activity on PSN, including communications. However, SCEA reserves the right to monitor and record any online activity and communication throughout PSN and you give SCEA your express consent to monitor and record your activities. SCEA reserves the right to remove any content and communication from PSN at SCEA's sole discretion without further notice to you. Any data collected in this way, including the content of your communications, the time and location of your activities, your Online ID and IP address and other related information may be used by us to enforce this Agreement or protect the interests of SCEA, its users, or licensors. Such information may be disclosed to the appropriate authorities or agencies. Any other use is subject to the terms of the applicable Privacy Policy. SCEA has no liability for any violation of this Agreement by you or by any other player.

4. ACCESS TO CONTENT ON PSN PSN may provide you with the ability to buy access to a variety of content, including game-specific items, video content, as well as game and program

subscriptions, where available. All content provided through PSN by SCEA, including content created or published by third parties. Third parties, including publishers may administer access to some content, including delivery, gameplay or customer service. To enable third parties to provide such access to you, we must provide them with your personal information. If you do not consent to allow us to share your personal information with third parties for the purpose of providing you with access to PSN content, you will not be able to participate in PSN. In order to access certain content, you may be required to accept additional content specific usage terms and conditions of SCEA or third party companies ("Usage Terms"). Notwithstanding any provision of any other agreement, in the event of any conflict between this Agreement and the Usage Terms or any other terms and conditions in connection with PSN or any disc-based product used with PSN, this Agreement shall control. In addition, you may be able to set your PLAYSTATION®3 computer entertainment system or other authorized device to automatically download or receive new content from the PlayStation®Store without further notice to you when you sign into PSN. Such content will be subject to the terms of this Agreement.

5. WALLET

All access to content may only be purchased from SCEA using funds from the PSN wallet, where available. All purchases made by the Sub Account or the Master Account must be made through a PSN wallet that is automatically associated with a Master Account. A Sub Account does not have its own separate wallet. Master Accounts can set a maximum spending amount for each Sub Account, effective at the beginning of the following month. A Master Account holder can fund the PSN wallet up to a maximum amount determined by SCEA ("Limit"), using either (i) a credit or debit card; (ii) a prepaid card or promotional code where available; or (iii) other payment methods approved by SCEA and made available from time to time in each specific country. SCEA reserves the right to refuse purchase of any wallet funds for any reason. Except as otherwise permitted by applicable law or as expressly provided in this Agreement, funds added to the wallet are non-refundable and non-transferable. Purchases of access to content are not refundable. Wallet funds have no value outside PSN and can only be used to purchase access to content from SCEA through PSN. Subject to applicable law, wallet funds that are deemed abandoned or unused by law will not be returned or restored.

6. PREPAID CARDS

Each Master Account and its associated Sub Accounts will be subject to the Limit. If you acquire a prepaid card that has a value that, when added to the wallet's existing balance, exceeds the Limit, you will not be able to apply the value of the prepaid card to the wallet until sufficient funds have been spent from the wallet to allow the sum of the full value of the prepaid card and wallet to be equal to or less than the Limit. Except as permitted by SCEA, the Master Account wallet will only accept prepaid cards with currency value from the same country as the one designated for the Master Account. SCEA is not responsible for, or liable for any claims arising as a result of the prepaid cards, including any problems encountered using a prepaid card or any defects in a prepaid card. Your use of the prepaid card in the United States and Canada is subject to terms and conditions at <http://www.us.playstation.com/card>. Additional terms and conditions may accompany the prepaid card.

7. PURCHASES AND TRANSACTIONS

All purchases and transactions on or through PSN, including transactions made through the PlayStation®Store, are purchases of content access solely between you and SCEA. By completing a transaction through your Master Account or allowing a transaction to take place through an associated Sub Account, you are (i) agreeing to pay for all purchases made by the Master Account and its associated Sub Accounts; (ii) authorizing SCEA to deduct from the wallet all applicable fees due and payable for all purchases made by the Master Account and its associated Sub Accounts; and (iii) agreeing to any applicable Usage Term and the terms and conditions associated with use of the particular content, subject to Section 4 above. To the extent permitted by applicable law, all sales are final upon the completion of your purchase, including purchase of rental content. To the extent permitted by applicable law, access to content is not refundable or transferable, and cannot be redeemed for cash, credit, or funds to your wallet. Prior to your purchase, you are encouraged to review description of the content you are acquiring and the content itself, where available (such as trailers and demos). SCEA reserves the right to deduct from the wallet any amount resulting from a Master Account holder's request to the Master Account holder's credit card company to reverse charges for a purchase on PSN. SCEA also reserves the right to terminate the Master Account and all Sub Accounts associated with the

Master Account. In lieu of termination of the Master Account in such circumstances, SCEA may elect to provide a mechanism by which a Master Account may fund the wallet to prevent the Master Account and its associated Sub Accounts from being terminated. Except as otherwise provided on PSN, all transactions are made in the currency of your country of residence.

Features, specifications, prices and content are subject to change or withdrawal at any time and SCEA does not provide any refunds in the event of a price drop or a subsequent promotional offering. Special product, prices and promotions displayed on PSN are no longer valid once they are changed or removed from PSN. Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you purchase access to the specific content. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of purchase. To the extent permitted by applicable law, all sales are subject to the laws of the State of California, County of San Mateo.

You may be able to make purchases only from a designated Sony regional company which is determined by your country/area of residence. Your country/area of residence may be verified by your credit or debit card number and may be rejected if the information does not match. If you are a Master Account holder, you will receive an email summary for each purchase after it is made, if you have given us a valid, current, operational email address. You can view your purchase history in the PSN Account Management area.

Although SCEA will try to ensure that all prices, product descriptions, and its associated terms and conditions are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will contact you promptly. You will have the option of either reconfirming your order at the correct price or canceling it. If we are unable to contact you, your order will be cancelled.

Upon SCEA's confirmation, access to content will be made available to you through your PSN account. You bear all risk of loss for completing the download of any content and for any loss of content you have downloaded, including any loss due to a file corruption or hard drive crash. You are solely responsible for the storage and safekeeping of your content. SCEA is not responsible for providing you with replacement copies for any reason.

From time to time, SCEA may issue promotional codes or "promo codes" which can be used to access promotional offers for PSN content or services. Each promo code will be subject to specific terms and conditions which will be communicated to you in connection with the promotion. Promo codes may not be available in all countries or to all users, and age restrictions may apply. Promo codes must be used before the specified expiration date, and in accordance with applicable terms and conditions. Unless otherwise stated, promo codes may be used once only by the recipient and may not be transferred or sold to any other person.

8. GENERAL LICENSE RESTRICTIONS AND TERMS

Except as stated in this Agreement, all content and software provided through PSN are licensed non-exclusively and revocably to you, your children and children for whom you are a legal guardian (collectively for purposes of this section, "You" or "Your"), solely for Your personal, private, non-transferable, non-commercial, limited use on a limited number of activated PLAYSTATION®3 computer entertainment systems, PSP® (PlayStation®Portable) systems, and any other hardware devices authorized by SCEA in the country in which your PSN account is registered. All intellectual property rights subsisting in PSN, including but not limited to, all software, data, and content subsisting in or connection with the operation of PSN, the Online ID, the access to content offered on or through PSN and hardware used in connection with PSN (collectively defined as "Property"), belong to SCEA and its licensors. All use or access to such Property shall be subject to the terms of this Agreement and all applicable copyright and other intellectual property rights laws. You may not sell, rent, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Property. Except as stated in this Agreement or otherwise expressly permitted by SCEA in writing, you may not reproduce or transfer any portion of the Property. You may not create any derivative works, attempt to create the source code from the object code, or download or use any Property for any purpose other than as expressly permitted. You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in connection with PSN or any of the content offered through PSN. You acknowledge that the PSN, including some content provided through PSN, may contain security or technical features that will prevent use of such content in violation of this Agreement. Notwithstanding any terms, the Property is not licensed for resale, public performance, display, distribution or broadcast. You acknowledge that some content

providers and licensors are intended third party beneficiaries who have rights to enforce this Agreement against you and your permitted users. Except as expressly granted in this Agreement, SCEA and its licensors reserve all rights, interests, and remedies in connection with PSN and the Property.

Additional terms of use may apply to particular content. Use or license terms may be more restrictive depending on content. Please read carefully all specific terms of use for particular content or service before purchasing. The restrictions to which particular content or service is subject are in the sole discretion of SCEA or its licensors and are subject to change at any time. Use of the terms "purchase," "sale," "sold," "self" or "buy" on PSN or in connection with PSN shall not mean or imply any transfer of ownership of any content, data or software or any intellectual property rights therein from SCEA or its licensors to any user or third party. All other company, product, and service names and logos referenced on PSN are the marks, trade names, trademarks/service marks, and registered trademarks/service marks ("Marks") of their respective owners. You may not use or reproduce any Marks without the owner's express written consent. You may not remove any proprietary notices or labels from any content.

9. VIDEO CONTENT

Subject to the terms of this Agreement and any additional terms and conditions for the particular content, SCEA licenses digitalized content of programs, including television shows and movies ("Video Content") to you for your personal, private, non-commercial viewing in the United States only on a limited number of activated PLAYSTATION®3 computer entertainment systems and PSP® (PlayStation®Portable) system(s) ("Authorized Device") during the authorized viewing period ("Authorized Term"). Video Content may be made available to you as a rental or purchase. You may rent the content for a limited duration ("Rental Content"), or enjoy the content continuously subject to certain digital rights management rules and the terms and conditions of this Agreement ("Sold Content"). Except for rights explicitly granted to you, all rights in the Video Content are reserved by SCEA and its third party licensors.

Only one copy of Rental Content may be viewable on an Authorized Device for up to 24 hours after the first playback or 14 days after payment for the Rental Content, whichever is sooner. After such time, you will not be able to view the Rental Content. Rental Content may not be reproduced. However, Rental Content in standard definition format that was originally downloaded onto a PLAYSTATION®3 computer entertainment system may be transferred once by the PSN account that purchased the content to one activated PSP® (PlayStation®Portable) system during the Authorized Term. Thereafter, the Rental Content will not be available on the original PLAYSTATION®3 computer entertainment system, and no subsequent transfer to any other device including a PLAYSTATION®3 computer entertainment system or a PSP® (PlayStation®Portable) system is currently permitted. Rental Content in standard definition format that was originally downloaded onto a PSP® (PlayStation®Portable) system may be viewable on only one (1) activated PSP® (PlayStation®Portable) system during the Authorized Term. Rental Content in high definition format may be viewed on only one (1) activated PLAYSTATION®3 computer entertainment system.

You may view Sold Content for an unlimited number of times on an Authorized Device. Sold Content in standard definition format that was initially downloaded onto a PLAYSTATION®3 computer entertainment system may be copied solely by the PSN account that purchased the Sold Content for use on up to three (3) activated PSP® (PlayStation®Portable) systems. Sold Content in standard definition format that was initially downloaded for a PSP® (PlayStation®Portable) system may be viewable on two (2) other activated PSP® (PlayStation®Portable) systems. Sold Content in high definition format may be viewed on only one (1) activated PLAYSTATION®3 computer entertainment system.

Proper activation of the PLAYSTATION®3 computer entertainment system or the PSP® (PlayStation®Portable) system by the PSN account that purchased the Video Content is required for all downloads, transfers, copies and viewings. Purchase of Video Content is connected to the purchasing PSN account and any one PSN account can activate no more than the maximum number of Authorized Devices stated in this Agreement or in any terms and conditions for the particular Video Content, regardless of the number of copies of Video Content purchased using the PSN account. Video Content may not be transferred from one PSN account to another. SCEA reserves the right to limit the number of times the PLAYSTATION®3 computer entertainment system or the PSP® (PlayStation®Portable) system may be activated or deactivated. Downloading will be not permitted outside the Authorized Term. In addition, once the Video

Content has been downloaded from PSN, you will not be able to download it again for any reason without purchase of another copy.

Some content such as movie trailers may not be representative of the actual feature presentation. Digitalized versions of some content may not be identical with the original formatted content or previously released versions of the same titled content.

Video Content will play on displays ranging from standard definition to 1080p depending on the content. Video output in certain formats may require additional equipment, sold separately.

For more information on Video Content, please visit <http://playstation.custhelp.com/>.

For specific information on ratings for some Video Content, please visit <http://www.mpa.org> and <http://tv.guidelines.org/>.

10. SUBSCRIPTIONS

Subscriptions may not be shared among any PSN accounts, including the Master Account with its associated Sub Accounts. All subscriptions will be automatically renewed unless you cancel the subscription. For automatic renewal, your wallet must contain funds in an amount sufficient to cover the subscription's automatic renewal cost, or your subscription will be terminated. If you do not have sufficient funds in your wallet and you have previously entered your credit card billing information, your credit card will be automatically charged a minimum amount determined by SCEA in order to renew your subscription automatically, even if the amount charged exceeds the cost of the subscription. Any difference between the amount charged and the sum of the cost of the subscription and existing balance will be credited to your wallet. Subscription charges may be increased at the end of each subscription period. If charges are increased, you will be asked to confirm whether to continue with the subscription. You may cancel subscriptions via PSN Account Management. Cancellation will take effect from the next renewal of that subscription. Except as otherwise stated in this Agreement, you will not receive a refund for any subscriptions paid in advance.

11. MAINTENANCE AND UPGRADES From time to time, it may become necessary for SCEA to provide certain content to you to ensure that PSN and content offered through PSN, your PLAYSTATION®3 computer entertainment system, the PSP® (PlayStation®Portable) system or other SCEA-authorized hardware is functioning properly in accordance with SCEA guidelines. Some content may be provided automatically without notice when you sign into PSN. Such content may include automatic updates or upgrades which may change your current operating system, cause a loss of data or content or cause a loss of functionalities or utilities. Such upgrades or updates may be provided for system software for your PLAYSTATION®3 computer entertainment system, the PSP® (PlayStation®Portable) system, or other SCEA-authorized hardware. Access or use to any system software is subject to terms and conditions of a separate end user license agreement found at <http://us.playstation.com/support/termsfuse>. You authorize SCEA to provide such content and agree that SCEA shall not be liable for any damages arising from provision of such content or maintenance services. It is recommended that you regularly back up any data located on the hard disk that is of a type that can be backed up.

12. USER MATERIAL AND INFORMATION

SCEA may provide others, including but not limited to its subsidiaries or affiliates, with information relating to your participation on PSN, including your communication and game play provided through PSN ("Information"). You hereby authorize SCEA to use, distribute, copy, display, and publish your Information for any legitimate business purpose, including tournaments and ranking, without payment to you. In addition, you will have the option to post, stream or transmit content such as pictures, photographs, game related materials, or other information through PSN to share with others ("User Material"), provided no rights of others are violated. To the extent permitted by law, You authorize and license SCEA a royalty free and perpetual right to use, distribute, copy, modify, display, and publish your User Material for any reason without any restrictions or payments to you or any third parties. You further agree that SCEA may sublicense its rights to any third party, including its affiliates and subsidiaries. You hereby waive all claims, including any moral rights, against SCEA, its affiliates and subsidiaries for SCEA or any other third party's use of User Material to the extent permitted by applicable law. By posting, streaming, or transmitting any User Material, you represent and warrant that you have the appropriate rights to use, post, distribute, and transmit the User Material and to grant SCEA the foregoing license. You further agree to cooperate with SCEA in resolving any dispute that may arise from your Information or User Material. SCEA reserves the right to remove any Information or User Material at its sole discretion.

Some games played on or provided through PSN may have features that allow your information, including game play, PSN ID, Friend's list, messages and related gaming information to be recorded by a user and distributed to any third party publicly, including users outside of PSN. You agree that any third party may record, use and distribute such information for any reason without any restrictions or compensation to you. Additional terms and conditions may apply, including SCEA's privacy policy and the terms and conditions of any game publisher or service provider. Please review all terms carefully. If you do not want your information to be used, recorded or distributed, please do not play the game online through PSN.

Through your use of PSN, you may be provided with information about SCEA's or a third party's products or services. This information includes, but is not limited to, promotions, advertisements, product placements or marketing materials within PSN or a game, irrespective of whether the game is connected with or provided through PSN. You agree that SCEA and its partners and providers may collect information regarding your activities, access, or game play, and may use and distribute such information subject to the terms of SCEA's privacy policy or the policies of third parties where applicable. SCEA does not endorse any of the third party products or services advertised, promoted or marketed.

13. TERMINATION/ CANCELLATION

If SCEA determines in its sole discretion that you have violated any term of this Agreement, the Usage Terms, or any other terms and conditions connected with PSN or have otherwise injured or damaged the PSN community, SCEA may take all actions to protect its interests, including termination or suspension of your PSN account (both the Master Account and any associated Sub Accounts), automatic removal or blockage of the content, implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as necessary to remedy the violation. If your breach is in connection with content that you have downloaded, you must immediately cease use of such content and delete all copies from all of your devices. Upon termination for any reason, you will not receive a refund for items, value accumulated on in-game items or any unused balance in your wallet except as expressly provided in this Agreement and to the extent permitted by applicable law. Any game ranking or scores, or information in connection with PSN will not be retained or accessible by you or your associated Sub Accounts. SCEA reserves the right to bring legal action and to participate in any government or private legal action or investigation relating to your conduct, which may require the disclosure of your information. Unless as otherwise stated in this Agreement, SCEA, at its sole discretion, may indefinitely suspend, or discontinue any and all online access to content at any time, including for maintenance service or upgrades, without prior notice or liability.

14. GENERAL LEGAL

SCEA, at its sole discretion, may modify the terms of this Agreement at any time, including imposing a fee for creating PSN accounts. By accepting this Agreement or by accessing PSN, you agree to be bound by all current terms of the Agreement. To access a printable, current copy of this Agreement, go to <http://www.us.playstation.com/support/termsfuse> on your personal computer. If material changes to this Agreement are made, you will be notified by a posting as you sign in to PSN. If necessary, you will be given additional choices regarding such change(s). Your continued use of PSN, including use of your associated Sub Account(s), will signify your acceptance of these changes. If you do not accept material changes to the Agreement, then you may contact us to terminate this Agreement and your account(s). If there are funds in your wallet as of the date SCEA terminates your account, those funds may be refunded to you and you will not be able to access PSN.

If any provision of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

Except as otherwise required by applicable law, this Agreement shall be construed and interpreted in accordance with the laws of the State of California applying to contracts fully executed and performed within the State of California. Except as otherwise required by applicable law, both parties submit to personal jurisdiction in California and further agree that any dispute arising from or relating to this Agreement shall be brought in a court within San Mateo County, California. In the event of litigation to enforce any part of this Agreement, all costs and fees, including attorney's fees, shall be paid by the non-prevailing party to the extent permitted by applicable law.

15. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, functionality, availability or performance of PSN, or any content offered on or through PSN. In addition to the limitations of liability in Sections 1, 3, 11 and 13 of this Agreement, SCEA expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SCEA assumes no liability for any inability to purchase access to or use any content. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM PSN OR IN CONNECTION WITH THIS AGREEMENT AND SCEA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF OR ACCESS TO PSN SHALL BE LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE UNUSED FUNDS IN YOUR WALLET AS OF THE DATE OF TERMINATION. EXCEPT AS STATED IN THE FOREGOING SENTENCE, SCEA EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR DOWNLOADING ANY CONTENT TO YOUR PLAYSTATION®3 COMPUTER ENTERTAINMENT SYSTEM, THE PSP® (PLAYSTATION®PORTABLE) SYSTEM, OR ANY HARDWARE DEVICE, OR USING OR ACCESSING PSN. UNLESS THIS PROVISION IS UNENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. Internet Service Provider fees are the full responsibility of the user.

PLEASE CONTACT SONY COMPUTER ENTERTAINMENT AMERICA INC. CONSUMER SERVICES FOR FURTHER INFORMATION OR QUESTIONS VIA OUR WEBSITE <http://www.us.playstation.com/corporate/contactus> OR BY PHONE AT 877-971-7669 OR AT THE FOLLOWING ADDRESS: SONY COMPUTER ENTERTAINMENT AMERICA INC. CONSUMER SERVICES DEPARTMENT, P.O. BOX 5888, SAN MATEO, CALIFORNIA, 94402-0888. UNITED STATES OF AMERICA.

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Terms Of Service and User Agreement

Terms of Service

User Agreements

Version 6.0 (April 21, 2010)

PLEASE READ THIS ENTIRE AGREEMENT AND INDICATE WHETHER YOU AGREE TO ITS TERMS BY CLICKING THE "ACCEPT" OR "DO NOT ACCEPT" BUTTON AT THE END OF THE AGREEMENT. YOUR ACCESS TO THE PLAYSTATION®NETWORK ("PSN") AND QRIOCITY™ SERVICES ("QRIOCITY") (COLLECTIVELY, "SONY ONLINE SERVICES") IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU CLICK THE "DO NOT ACCEPT" BUTTON, YOU WILL NOT BE ABLE TO ACCESS PSN OR QRIOCITY.

THIS AGREEMENT IS A CONTRACT BETWEEN YOU AND SONY COMPUTER ENTERTAINMENT AMERICA LLC ("SCEA") AND CAN BE ACCEPTED ONLY BY AN ADULT OF LEGAL AGE OF MAJORITY IN THE COUNTRY IN WHICH YOUR SONY ONLINE SERVICES ACCOUNT IS REGISTERED. If you are under the legal age of majority, you must ask your parent or legal guardian to consent to this Agreement and Privacy Policy. By clicking the "ACCEPT" button yourself, you affirm that you have reached the legal age of majority and you accept this Agreement. You also affirm that you are accepting this Agreement on behalf of, and all legal and financial responsibility and liability for the actions of, your child and you hereby expressly ratify and confirm any acts of your child and all users of your subordinate accounts ("Sub Accounts").

This Agreement applies to software, content and access to software and content provided through or in connection with Sony Online Services, including via the PlayStation®Store and virtual communities, whether delivered onto the PlayStation®3 computer entertainment system, the PSP® (PlayStation®Portable) system, a personal computer, selected BRAVIA® televisions, Sony Blu-ray® Disc players or otherwise. Such access, software, and content include subscriptions, data, system software, fixes, updates or newer releases and related materials.

If you accept this Agreement, you are subject to its terms and all other agreements that you have entered into in connection with Sony Online Services. You agree that you will not directly or indirectly use Sony Online Services

- (i) in any way for any commercial purpose,
- (ii) in any way that violates the law or the community code of conduct, or
- (iii) in any way that harms or has the potential to harm SCEA, its parent company, or any affiliates, subsidiaries, licensors, providers, partners of SCEA or its parent company or users.

You agree that you will not use any unauthorized hardware or software to access or use Sony Online Services or any content provided on or through Sony Online Services.

1. ACCOUNT REGISTRATION

To access Sony Online Services, you must create an appropriate Sony Online Service account (either a PSN account or Qriocity account). Through Qriocity's Video on Demand service ("VOD"), you may purchase and view content using selected BRAVIA televisions or Sony Blu-ray Disc players ("VOD Devices"). Through PSN, you may purchase content and services offered on either PSN or Qriocity, such as new levels for your favorite games, comics, movies, television shows or original programs. You may view your content using SCEA-authorized devices, including a PlayStation 3 computer entertainment system, PSP (PlayStation Portable) systems, personal computers and VOD Devices. You will also be able to participate in SCEA's online community in PSN and PlayStation Home, (including chatting via voice and video with your

friends) and play games online. Existing PSN accounts will not have to create a separate Qriocity account to enjoy the benefits of Qriocity. If you've created a Qriocity account, you may transition that account to a PSN account. Sony Online Services may not be available, or may not be supported, in some countries and some languages. SCEA reserves the right to deny the creation of any account at its discretion and for any reason. Currently, there is no charge to create a Sony Online Services account, but there may be charges associated with certain online content or services available through Sony Online Services. All information provided during account registration must be truthful and accurate; SCEA reserves the right to cancel any account that uses untruthful or inaccurate information. There are two types of accounts: Master Accounts and Sub Accounts. All accounts must have an associated mailbox for receiving electronic text mail.

If you have reached the legal age of majority, you can create a Master Account for yourself. Where available, each Master Account can create up to six (6) associated Sub Accounts. You are not permitted to create Sub Accounts for adults or persons under the legal age of majority who are not your children or for whom you are not the legal guardian. Your children must be of a certain age in order to have a Sub Account. Sub Accounts may not be available in all countries.

A Master Account has access to and control over the following aspects of its Sub Accounts:

- (i) financial aspects;
- (ii) content availability and
- (iii) certain communication features.

Text mail from SCEA that relates to a Sub Account's purchases will be sent to the mailbox of the associated Master Account. At its sole discretion, SCEA may send text mail to the Master Account relating to the Sub Account's other activities. The Master Account holder is jointly and severally legally and financially responsible for the actions of his or her Sub Account holders on Sony Online Services.

Where available, a child under the legal age of majority can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. If you are creating a Sub Account for a child, you must provide (i) your consent for SCEA to disclose, pursuant to SCEA's privacy policy, your child's personally identifying information to third parties for the purpose of allowing your child to participate in Sony Online Service activities, such as video and voice chat and gameplay in PSN; and (ii) your credit card information if requested by SCEA for Sub Accounts for children under the age of 13 in the United States and Canada or under the specific age applicable to your country. Your credit card will be used to verify parental consent under laws requiring such consent. You will not be charged a fee for creating the Sub Account. If you do not consent to the disclosure of this requested information, you will not be able to create a Sub Account for the child. If all requested information is provided, a separate email containing a code will be sent to the Master Account's email account with instructions to complete registration by entering the code into the Sub Account using a personal computer. You will need to create for your child an Online ID that will be associated with the child's PSN Sub Account. **Please note that the Online ID is publicly available to and viewable by all PSN users and your child may receive text emails from any PSN users, including adults, in your child's PSN account mailbox. The parent's Master Account will not be notified of such text emails sent to a child's Sub Account mailbox.** As the parent or legal guardian, it is your sole responsibility to monitor your child's access to or use of Sony Online Services, as well as any communications made or received by your child on or through Sony Online Services.

Some content may be objectionable or inappropriate to some users, including children under a certain age, which may vary from country to country. Please consider your child's age and check any content ratings and descriptions where available, before you access, download or purchase access to any items or permit your child to do so. In some cases, third parties provide ratings or descriptions for items, and SCEA therefore cannot guarantee the accuracy or completeness of such information. In addition, not all content is rated.

Some content that you access on your PlayStation 3 computer entertainment system, PSP (PlayStation Portable) system or other SCEA-authorized may be accessible by all users of

that system. Please monitor all access to content and communications that may be objectionable or age inappropriate. Parental controls will not apply to certain types of content such as content that is considered user communication, certain categories of downloadable content or certain categories of streamed material. Parental controls may also not apply to some content that is not rated. Your child may not be able to access some content or play games rated for users older than his or her registered age. In some countries, parents and legal guardians with Master Accounts will be permitted to set their parental controls to override content restrictions on certain materials for associated Sub Accounts. Please see the following website for more information: <http://playstation.com/> and <http://qriocity.com/>.

Both Master Account and Sub Account holders select their own sign-in ID and password to gain access to their accounts. PSN account holders must also select their own Online ID. All users should safeguard their account information to prevent use by any other user. Certain information, which may include the Online ID, "About Me" statement, avatar pictures, country/area of residence, preferred language and recently played game titles, will be provided to all PSN users, including children. SCEA shall have no liability for any unauthorized usage of any account. Deletion or termination of a Master Account may result in the deletion and termination of all associated Sub Accounts.

2. COMMUNITY CODE OF CONDUCT

You must adhere to the following rules of conduct, and also follow a reasonable, common-sense code of conduct. Users are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of Sony Online Services. Rights of other users should be respected.

The actions that are prohibited include the following:

You may not engage in deceptive or misleading practices.

You may not abuse or harass others, including stalking behavior.

You may not take any action, or upload, post, stream, or otherwise transmit any content, language, images or sounds in any forum, communication, public profile, or other publicly viewable areas or in the creation of any Online ID that SCEA, in its sole discretion, finds offensive, hateful, or vulgar. This includes any content or communication that SCEA in its sole discretion deems racially, ethnically, religiously or sexually offensive, libelous, defaming, threatening, bullying or stalking.

You may not organize hate groups.

You may not upload, post, stream, or otherwise transmit any content that contains any viruses, worms, spyware, time bombs, or other computer programs that may damage, interfere with, or disrupt Sony Online Services.

You may not use, make, or distribute unauthorized software or hardware in conjunction with Sony Online Services, or take or use any data from Sony Online Services to design, develop or update unauthorized software or hardware, including cheat code software or devices that circumvent any security features or limitations included on any software or devices.

You may not modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of any game title, or content.

You may not cause disruption to any account, system, hardware, software, or network connected to Sony Online Services for any reason, including for the purpose of gaining an unfair advantage in a game.

You may not attempt to hack or reverse engineer any code or equipment in connection with Sony Online Services.

You may not provide anyone with your name or any other personally identifying information other than your Online ID, nor the name, password or personally identifying

information of any other person or business through any means, including messaging, chat or any other form of PSN communication.

You may not take any action that SCEA considers to be disruptive to the normal flow of chat or gameplay, including uploading, posting, streaming, or otherwise transmitting any unsolicited or unauthorized material, including junk mails, spams, excessive mails or chain letters.

You may not introduce content that is commercial in nature such as advertisements, solicitations, promotions and links to web sites.

You may not introduce content that could be harmful to SCEA, its licensors, or players, such as any code or virus that may damage any property or interfere with the use of the property or Sony Online Services.

You may not upload, post, stream, access, or otherwise transmit any content that you know or should have known to be infringing, or that violates any third party rights, any law or regulation, or contractual or fiduciary obligations.

You may not impersonate any person, including an SCEA or third party employee.

You may not provide SCEA or any third party company with false or inaccurate information, including reporting false complaints to our consumer services or providing false or inaccurate information during account registration.

You may not sell, buy, trade, or otherwise transfer your Online ID, Sony Online Services account or any personal access to Sony Online Services through any means or method, including by use of web sites.

You may not conduct any activities that violate any local, state or federal laws, including copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, and the distribution of counterfeit software or Sony Online Services accounts.

Unless otherwise required by applicable law, there is no requirement or expectation that SCEA will monitor or record any activity on Sony Online Services, including communications, although SCEA reserves the right to do so and you hereby give SCEA your express consent to monitor and record your activities and communications. SCEA reserves the right to remove any content and communication from Sony Online Services at SCEA's sole discretion without notice. SCEA may use any data it collects, including the content of your communications, the time and location of your activities, your Online ID and IP address and any other collectable data, to enforce this Agreement or protect the interests of SCEA, Sony Online Services users or SCEA's licensors. Such information may be disclosed to appropriate authorities or agencies. Any other use is subject to the terms of the applicable Privacy Policy. SCEA has no liability for any violation of this Agreement by you or by any other Sony Online Services user.

3. ACCESS TO CONTENT

SCEA may provide you with the ability to buy access to a variety of content, including game-specific items, video content, comics and game and program subscriptions. All content is provided by SCEA, including content created or published by third parties. Third parties may administer access to some content, including delivery, gameplay or customer service. To enable third parties to provide such access to you, SCEA must provide them with your personal information. If you do not consent to allow us to share your personal information with third parties for the purpose of providing you with access to Sony Online Services content, you will not be able to participate in any Sony Online Services. In order to access certain content, you may be required to accept additional content-specific usage terms and conditions of SCEA or third party companies ("Usage Terms"). Notwithstanding any provision of any other agreement, in the event of any conflict between this Agreement and the Usage Terms or any other terms and conditions in connection with Sony Online Services or any disc-based product used with PSN, this Agreement shall control.

In addition, you may be able to set your PlayStation 3 computer entertainment system or other authorized device to download or receive new content automatically from the PlayStation®Store

without further notice to you when you sign into PSN. Such content will be subject to the terms of this Agreement.

4. WALLET

All access to content may only be purchased from SCEA using funds from a wallet associated with your Sony Online Services account. Your existing PSN wallet will be used for purchase of content or services offered on Qriocity. You must transition your Qriocity account to a PSN account for purchase of content or services available on PSN. All purchases made by the Sub Account or the Master Account must be made through the Master Account's wallet. A Sub Account does not have a separate wallet. Master Accounts can set a maximum spending amount for each Sub Account, effective at the beginning of the following month. A Master Account holder can fund the wallet up to a maximum amount determined by SCEA (Limit[™]), using either (i) a credit or debit card; (ii) a prepaid card or promotional code with a specified value where available; or (iii) other payment methods approved by SCEA and made available from time to time in each specific country. SCEA has no obligation to reverse or refund unauthorized charges made on your credit or debit card.

If you do not have sufficient funds in your wallet to make a purchase and you have previously entered your credit card information, we may automatically charge your credit card a minimum amount determined by SCEA to make the purchase, even if such minimum amount exceeds the cost of your purchase. Any difference between the amount charged and the cost of the purchase will be credited to your wallet. Except as otherwise permitted by applicable law or as expressly provided in this Agreement, funds added to the wallet are non-refundable and non-transferable. Purchases of access to content or services are not refundable. Wallet funds have no value outside Sony Online Services and can only be used to purchase access to content from SCEA through Sony Online Services. Subject to applicable law, wallet funds that are deemed abandoned or unused by law will not be returned or restored.

5. PREPAID CARDS AND PRODUCT CODES

SCEA may provide prepaid cards that allow users to redeem content on Sony Online Services or fund the wallet. The value of a prepaid card contributes to the Limit. If you acquire a prepaid card that has a value that, when added to the wallet's existing balance, exceeds the Limit, you will not be able to apply the value of the prepaid card to the wallet until sufficient funds have been spent from the wallet to allow the sum of the full value of the prepaid card and wallet to be equal to or less than the Limit. Except as permitted by SCEA, the Master Account wallet will only accept prepaid cards with currency value from the same country as the one designated for the Master Account.

SCEA or third parties may provide product codes which can be used to access content, including promotional content. Product codes may not be available in all countries or to all users, and age restrictions may apply. Some product codes must be used before a specified expiration date and in accordance with specified terms and conditions. Unless otherwise stated, product codes may be used once only by the recipient and may not be transferred or sold to any other person.

SCEA is not responsible or liable for any claims arising as a result of prepaid cards or product codes, including any problems or defects in connection with prepaid cards or product codes. Your use of the prepaid card in the United States and Canada is subject to terms and conditions at <http://www.us.playstation.com/card>. Additional terms and conditions may accompany the prepaid card or the product code.

6. PURCHASES AND TRANSACTIONS

All purchases and transactions on any Sony Online Service are solely between you and SCEA. By completing a transaction through your Master Account or allowing a transaction to take place through an associated Sub Account, you are

- (i) agreeing to pay for all purchases made by the Master Account and its associated Sub Accounts;
- (ii) authorizing SCEA to deduct from the wallet all applicable fees due and payable for all purchases made by the Master Account and its associated Sub Accounts; and

(iii) agreeing to any applicable Usage Term and the terms and conditions associated with use of the particular content, subject to Section 4 above.

To the extent permitted by applicable law, all sales are final upon the completion of your purchase, including purchase of rental content. To the extent permitted by applicable law, access to content is not transferable except as expressly allowed under applicable terms of service. Prior to your purchase, you are encouraged to review description of the content you are acquiring and the content itself, where available (such as trailers and demos). SCEA reserves the right to deduct from the wallet any fee, penalty or other charge resulting from a Master Account holder's request to the Master Account holder's credit card company to reverse charges for a purchase. SCEA reserves the right to terminate the Master Account and all Sub Accounts associated with the Master Account for failure to pay for purchases, among other things. In lieu of termination of the Master Account, SCEA may elect to provide a mechanism by which a Master Account may fund the wallet to prevent the Master Account and its associated Sub Accounts from being terminated. Except as otherwise provided, all transactions are made in the currency of your country of residence. Features, specifications, prices and content are subject to change or withdrawal at any time and SCEA does not provide any refunds in the event of a price drop, a subsequent promotional offering or content removal. Special product, prices and promotions are no longer valid once they are changed or removed. Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you purchase access to the specific content. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of purchase. To the extent permitted by applicable law, all sales are subject to the laws of the State of California, County of San Mateo.

You may be able to make purchases only from a designated Sony regional company which is determined by your country/area of residence. Your country/area of residence may be verified by your credit or debit card number and may be rejected if the information does not match. If you are a Master Account holder, you will receive an email summary for each purchase after it is made, if you have given us a valid, current, operational email address. You can view your purchase history in the account management area.

Although SCEA will try to ensure that all prices, product descriptions, and its associated terms and conditions are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will contact you promptly. You will have the option of either reconfirming your order at the correct price or canceling it. If we are unable to contact you, your order will be cancelled.

Upon SCEA's confirmation of your purchase, access to content will be made available to you through your Sony Online Services account that you used to purchase the content, until such time as SCEA removes the content. We encourage you to download or access your purchased item immediately after purchase. You bear all risk of loss for accessing your content, including completing the download of any content, ensuring that you have the necessary capabilities to view your content, including content provided at high resolution/definition, and for any loss of content you have downloaded, including any loss due to a file corruption or hard drive crash. You are solely responsible if you do not choose to download or access the content before it is removed and for ongoing storage and safekeeping of your content. SCEA is not obligated to provide you with replacement copies for any reason.

7. GENERAL LICENSE RESTRICTIONS AND TERMS

Except as stated in this Agreement, all content and software provided through Sony Online Services are licensed non-exclusively and revocably to you, your children and children for whom you are a legal guardian (collectively for purposes of this section, "You" or "Your"), solely for Your personal, private, non-transferable, non-commercial, limited use on a limited number of activated PlayStation 3 computer entertainment systems, PSP (PlayStation Portable) systems, VOD Devices and any other hardware devices authorized by SCEA in the country in which your account is registered. All intellectual property rights subsisting in Sony Online Services, including all software, data, and content subsisting in or in connection with the operation of Sony Online Services, the Online ID, the access to content and hardware used in connection with Sony Online Services (collectively defined as "Property"), belong to SCEA and its licensors. All use or access

to Property shall be subject to the terms of this Agreement, other applicable agreements, if any, and all applicable copyright and intellectual property rights laws. You may not sell, rent, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Property. Except as stated in this Agreement or otherwise expressly permitted by SCEA in writing, you may not reproduce or transfer any portion of the Property. You may not create any derivative works, attempt to create the source code from the object code, or download or use any Property for any purpose other than as expressly permitted. You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in connection with Sony Online Services or any of the content offered through Sony Online Services. You acknowledge that Sony Online Services and content provided through Sony Online Services, may contain security or technical features that will prevent use of such content in violation of this Agreement. The Property is not licensed to you for resale, public performance, display, distribution or broadcast. You acknowledge that some content providers and licensors are intended third party beneficiaries who have rights to enforce this Agreement against you and your permitted users. Except as expressly granted in this Agreement, SCEA and its licensors reserve all rights, interests, and remedies in connection with Sony Online Services and the Property.

Additional terms of use may apply to particular content. Use or license terms may be more restrictive depending on content. Please read carefully all specific terms of use for a particular content or service before purchasing. The restrictions to which a particular content or service is subject are in the sole discretion of SCEA or its licensors and are subject to change at any time. Use of the terms "purchase," "sale," "sold," "sell," "rent" or "buy" on or in connection with Sony Online Services shall not mean or imply any transfer of ownership of any content, data or software or any intellectual property rights therein from SCEA or its licensors to any user or third party. All other company, product, and service names and logos referenced on Sony Online Services are the marks, trade names, trademarks/service marks, and registered trademarks/service marks ("Marks") of their respective owners. You may not use or reproduce any Marks without the owner's express written consent. You may not remove any proprietary notices or labels from any content.

8. VIDEO CONTENT

You may use either your Qriocity account or PSN account to purchase video content. Subject to the terms of this Agreement and any additional terms and conditions for the particular content, SCEA licenses digitalized content of programs, including television shows and movies ("Video Content") to you for your personal, private, non-commercial viewing in the United States only using a limited number of activated PlayStation 3 computer entertainment systems, PSP (PlayStation Portable) systems, personal computers ("PSN Devices") and VOD Devices (collectively, "Authorized Devices") during the authorized viewing period ("Authorized Term"). Video Content may be made available to you as a rental or purchase. You may rent the content for a limited duration ("Rental Content"), or enjoy the content continuously ("Sold Content"). Use of Video Content is subject to certain digital rights management rules and terms and conditions of this Agreement. Except for rights explicitly granted to you, all rights in the Video Content are reserved by SCEA and its third party licensors.

Only one copy of Rental Content may be viewable on an Authorized Device for up to 24 hours after starting first playback from the first Authorized Device or 14 days after payment for the Rental Content, whichever is sooner. After such time, you will not be able to view the Rental Content. Rental Content may not be reproduced.

You may select which Authorized Device you want to use to view your Rental Content. If you have a Qriocity account, you may view your content from any one of your activated VOD Devices only. If you have a PSN account, you may view your Rental Content purchased on PSN or Qriocity from any one of your activated Authorized Devices, except that if the Rental Content is in high definition format, it may be viewed on one (1) activated PlayStation 3 computer entertainment system or one (1) VOD Device. Rental Content may not be transferred between a PSN Device and a VOD Device. Once playback has started on a VOD Device, you may not view that content using any other Authorized Device without another purchase. However, if you start

playback on a PSN Device, the account that purchased the Rental Content may, during the Authorized Term, transfer that content to a limited number of activated PSN Devices, as described below.

Rental Content in standard definition format downloaded onto a PlayStation 3 computer entertainment system or a personal computer may be transferred to up to three (3) PSP (PlayStation Portable) systems. Rental Content in standard definition format for use with a PSP (PlayStation Portable) system may be transferred to up to one (1) PlayStation 3 computer entertainment system and two (2) personal computers.

You may view Sold Content for an unlimited number of times on an activated PSN Device only. The account that purchased the Sold Content may copy that content to a limited number of PSN Devices, as described below.

Sold Content in standard definition format downloaded onto a PlayStation 3 computer entertainment system or a personal computer may be copied for use on up to three (3) PSP (PlayStation Portable) systems. Sold Content in standard definition format for use with a PSP (PlayStation Portable) system may be copied for use on up to one (1) PlayStation 3 computer entertainment system and two (2) personal computers. Sold Content in high definition format may be viewed on only one (1) activated PlayStation 3 computer entertainment system.

You may have the option to purchase Video Content in high definition and standard definition format. You acknowledge that delivery of content is dependent on variables not under SCEA's control, including but not limited to, the speed and availability of your broadband or network connection. You may experience delays or technical difficulties caused by or related to such variables. If you have purchased Video Content and view it using a VOD Device, you may not be able to view your content in the format that you've purchased due to such variables. To the extent permitted by applicable law, you will not receive a refund or credit for any content that you are not able to view or have difficulty viewing due to such variables. We strongly encourage you to purchase content suitable for your viewing capabilities. You bear all responsibility for ensuring that you have the viewing capabilities to view content in the appropriate format or at all.

Proper activation of an Authorized Device by the account that purchased the Video Content is required for all downloads, transfers, copies and viewings. Purchase of Video Content is connected to the purchasing account. An account can activate no more than the maximum number of Authorized Devices, regardless of the number of copies of Video Content purchased. Video Content may not be transferred from one account to another. You may not exceed the total number of accounts on any Authorized Device. Please refer to <http://playstation.com/> and <http://qriocity.com/> for more information on the total number of permitted Sony Online Services accounts. SCEA reserves the right to limit the number of times an Authorized Device may be activated or deactivated.

Downloading or streaming is not permitted outside the Authorized Term. In addition, once Video Content has been downloaded or accessed, you will not be able to download it again from PSN without purchase of another copy.

Some content such as movie trailers may not be representative of the actual feature presentation. Digitalized versions of some content may not be identical with the original formatted content or previously released versions of the same titled content.

Video Content will play on displays ranging from standard definition to 1080p depending on the content. Video output in certain formats may require additional equipment, sold separately.

For more information on Video Content available on PSN, please visit <http://playstation.custhelp.com/>. For more information on Rental Content available on Qriocity, please visit <http://qriocity.com/>.

For specific information on ratings for some Video Content, please visit <http://www.mpa.org> and <http://tvguidelines.org/>.

9. COMIC CONTENT

Subject to the terms of this Agreement and any additional terms and conditions for the particular content, SCEA licenses to PSN account holders digital comic book content ("Comic Content") via purchase or download on PSN for your personal, private, non-commercial viewing in the United States on up to three (3) activated PSP (PlayStation Portable) system(s). Additional software for viewing Comic Content may be required. Except for rights explicitly granted here, all rights in Comic Content are reserved by SCEA and its third party licensors.

Some Comic Content may not be identical with the original formatted content or versions of the same titled content not provided by SCEA.

10. SUBSCRIPTIONS

Subscriptions may not be shared among any PSN accounts, including the Master Account with its associated Sub Accounts.

All subscriptions will be automatically renewed unless you cancel the subscription. For automatic renewal, your wallet must contain funds in an amount sufficient to cover the subscription's automatic renewal cost, or your subscription will be terminated. Subscription charges may be increased at the end of each subscription period. You may cancel subscriptions in the account management area. Cancellation will take effect after termination of the current subscription. Except as otherwise stated in this Agreement, you will not receive a refund for any subscriptions paid in advance.

11. MAINTENANCE AND UPGRADES

From time to time, it may become necessary for SCEA to provide certain content to you to ensure that Sony Online Services and content offered through Sony Online Services, your PlayStation 3 computer entertainment system, the PSP (PlayStation Portable) system or other SCEA-authorized hardware is functioning properly in accordance with SCEA guidelines. Some content may be provided automatically without notice when you sign in. Such content may include automatic updates or upgrades which may change your current operating system, cause a loss of data or content or cause a loss of functionalities or utilities. Such upgrades or updates may be provided for system software for your PlayStation 3 computer entertainment system, the PSP (PlayStation Portable) system, or other SCEA-authorized hardware. Access or use to any system software is subject to terms and conditions of a separate end user license agreement found at <http://www.us.playstation.com/support/termsofuse>. You authorize SCEA to provide such content and agree that SCEA shall not be liable for any damages, loss of data or loss of functionalities arising from provision of such content or maintenance services. It is recommended that you regularly back up any archivable data located on the hard disk.

12. USER MATERIAL AND INFORMATION

You may have an opportunity to permit SCEA to share with third parties information relating to your participation in Sony Online Services, including your sign-in ID, friend's list, communications, purchase history and game play history ("Information"). If you choose to do so, use or distribution of your Information on any third party website or service may be subject solely to that third party's terms of service and privacy policy. Before electing to share your Information, please be aware of the kinds of Information you will be sharing and review the third party's terms of service and privacy policy. SCEA may also provide your Information to its subsidiaries or affiliates and vendors in order to provide you the Sony Online Services. You hereby authorize SCEA to use, distribute, copy, display, and publish your Information for any legitimate business purpose, including tournaments and ranking, without payment to you. In addition, you will have the option to create, post, stream or transmit content such as pictures, photographs, game related materials, or other information through PSN to share with others ("User Material"), provided no rights of others are violated. To the extent permitted by law, you authorize and license SCEA a royalty free and perpetual right to use, distribute, copy, modify, display, and publish your User Material for any reason without any restrictions or payments to you or any third parties. You further agree that SCEA may sublicense its rights to any third party, including its affiliates and subsidiaries. You hereby waive all claims, including any moral rights, against SCEA, its affiliates and subsidiaries for SCEA or any third party's use of User Material to the extent

permitted by applicable law. By creating, posting, streaming, or transmitting any User Material, you represent and warrant that you have the appropriate rights to use, create, post, distribute, and transmit User Material and to grant SCEA the foregoing license. You further agree to cooperate with SCEA in resolving any dispute that may arise from your Information or User Material. SCEA reserves the right to remove any Information or User Material at its sole discretion.

Some games played on or provided through PSN may have features that allow your information, including game play, Online ID, Friend's list, messages and related gaming information to be recorded by a user and distributed to any third party publicly, including users outside of PSN. You agree that any third party may record, use and distribute such information for any reason without any restrictions or compensation to you. Additional terms and conditions may apply, including SCEA's privacy policy and the terms and conditions of any game publisher or service provider. Please review all terms carefully. If you do not want your information to be used, recorded or distributed, please do not play the game online through PSN.

Through your use of Sony Online Services, you may be provided with information about SCEA's or a third party's products or services. This information includes, but is not limited to, promotions, advertisements, product placements or marketing materials within Sony Online Services or a game, irrespective of whether the game is connected with or provided through PSN. You agree that SCEA and its partners and providers may collect information regarding your activities, access, or game play, and may use and distribute such information subject to the terms of SCEA's privacy policy or the policies of third parties where applicable. SCEA does not endorse any of the third party products or services advertised, promoted or marketed.

13. TERMINATION/ CANCELLATION

If SCEA determines in its sole discretion that you or your associated Sub Accounts have violated any term of this Agreement, the Usage Terms, or any other terms and conditions connected with Sony Online Services or have otherwise injured or damaged the Sony Online Services community, SCEA may take all actions to protect its interests, including termination or suspension of your Sony Online Services account (both the Master Account and any associated Sub Accounts), automatic removal or blockage of content, implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as necessary to remedy the violation. If the violation is in connection with content that you or your Sub Accounts have accessed, you must immediately cease use of such content and delete all copies from all of your devices. Upon termination of your account for any reason, you will not receive a refund for items, value accumulated on in-game items or any unused balance in your wallet except as required by law or as expressly provided in this Agreement. Any game ranking or scores, or information in connection with Sony Online Services will not be retained or accessible by you or your associated Sub Accounts. In some situations, we may suspend or terminate your Master Account, but permit you to retain your associated Sub Accounts. If you do not terminate your Sub Accounts, you will be liable for all their acts. You may not alter any of the parental control settings placed on your Sub Accounts prior to the termination or suspension of your Master Account. Your Sub Accounts will be permitted to use the remaining funds in your wallet provided that the Sub Account has not exceeded the limit you placed on the Sub Account. Additionally, you will not receive further correspondence from SCEA about your Sub Accounts. SCEA reserves the right to bring legal action and to participate in any government or private legal action or investigation relating to your conduct, which may require the disclosure of your information. Unless as otherwise stated in this Agreement, SCEA, at its sole discretion, may indefinitely suspend, or discontinue any and all online access to content at any time, including for maintenance service or upgrades, without prior notice or liability.

14. GENERAL LEGAL

SCEA, at its sole discretion, may modify the terms of this Agreement at any time, including imposing a fee for creating PSN accounts. By accepting this Agreement or by accessing Sony Online Services, you agree to be bound by all current terms of the Agreement. To access a printable, current copy of this Agreement, go to <http://www.us.playstation.com/support/termsfuse> or <http://www.qriocity.com> on your personal

computer. If material changes to this Agreement are made, you will be notified by e-mail or a posting as you sign in to Sony Online Services. If necessary, you will be given additional choices regarding such change(s). Your continued use of Sony Online Services, including use of your associated Sub Account(s), will signify your acceptance of these changes. If you do not accept material changes to the Agreement, then you may contact us to terminate this Agreement and your account(s). If there are funds in your wallet as of the date SCEA terminates your account, those funds may be refunded to you and you will not be able to access Sony Online Services.

This Agreement shall inure to the benefit of the parties, including any successors in interest of SCEA. SCEA has the right to assign any and all of its rights and obligations hereunder to any affiliate(s) or to any company in the Sony family group of companies.

If any provision of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

Except as otherwise required by applicable law, this Agreement shall be construed and interpreted in accordance with the laws of the State of California applying to contracts fully executed and performed within the State of California. Except as otherwise required by applicable law, both parties submit to personal jurisdiction in California and further agree that any dispute arising from or relating to this Agreement shall be brought in a court within San Mateo County, California. In the event of litigation to enforce any part of this Agreement, all costs and fees, including attorney's fees, shall be paid by the non-prevailing party to the extent permitted by applicable law.

15. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, functionality, availability or performance of Sony Online Services, or any content offered on or through Sony Online Services. All services and content are provided "AS IS" and "AS AVAILABLE" with all faults. SCEA does not warrant that the service and content will be uninterrupted, error-free or without delays. In addition to the limitations of liability in Sections 1, 2, 11 and 13 of this Agreement, SCEA expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SCEA assumes no liability for any inability to purchase, access, download or use any content or data. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM SONY ONLINE SERVICES OR IN CONNECTION WITH THIS AGREEMENT AND SCEA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF OR ACCESS TO SONY ONLINE SERVICES SHALL BE LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE UNUSED FUNDS IN YOUR WALLET AS OF THE DATE OF TERMINATION. EXCEPT AS STATED IN THE FOREGOING SENTENCE, SCEA EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR DOWNLOADING ANY CONTENT TO YOUR PLAYSTATION 3 COMPUTER ENTERTAINMENT SYSTEM, THE PSP (PLAYSTATION PORTABLE) SYSTEM, BRAVIA TELEVISION, SONY BLU-RAY DISC PLAYER OR ANY HARDWARE DEVICE, OR USING OR ACCESSING SONY ONLINE SERVICES. UNLESS THIS PROVISION IS UNENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. Internet Service Provider fees are the full responsibility of the user. Authorized Devices sold separately.

16. PHOTSENSITIVITY NOTICE

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or when playing content such as video games may trigger epileptic

seizures or blackouts in these individuals. These conditions may trigger previously undetected epileptic symptoms or seizures in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family has an epileptic condition or has had seizures of any kind, consult your physician before playing. IMMEDIATELY DISCONTINUE use and consult your physician before resuming play.

If you or your child experience any of the following health problems or symptoms:

- (i) dizziness;
- (ii) altered vision;
- (iii) eye or muscle twitches;
- (iv) loss of awareness;
- (v) disorientation; or
- (vi) seizures or any involuntary movement or convulsion.

RESUME PLAY ONLY ON APPROVAL OF YOUR PHYSICIAN.

Use and handling of content, including video games, to reduce the likelihood of a seizure:

- (i) use in a well-lit area and keep as far away as possible from the television screen;
- (ii) avoid large screen televisions;
- (iii) use the smallest television screen available;
- (iv) avoid prolonged use of the PlayStation system;
- (v) take a 15-minute break during each hour of play; or
- (vi) avoid playing when you are tired or need sleep.

Stop using the content or Sony Online Services immediately if you experience any of the following symptoms: lightheadedness, nausea, or a sensation similar to motion sickness, discomfort or pain in the eyes, ears, hands arms, or any other part of the body. If the condition persists, consult a doctor.

PLEASE CONTACT SONY COMPUTER ENTERTAINMENT AMERICA LLC. CONSUMER SERVICES FOR FURTHER INFORMATION OR QUESTIONS VIA OUR WEBSITE <http://us.playstation.com/corporate/contactus/> OR BY PHONE AT 877-971-7669 OR AT THE FOLLOWING ADDRESS: SONY COMPUTER ENTERTAINMENT AMERICA LLC CONSUMER SERVICES DEPARTMENT, P.O. BOX 5888, SAN MATEO, CALIFORNIA, 94402-0888, UNITED STATES OF AMERICA. YOU MAY ALSO CONTACT US FOR FURTHER INFORMATION ON QRIO CITY VIA OUR WEBSITE <http://www.qriocity.com> OR BY PHONE TOLL FREE AT 888-868-1986, TOLL CALL AT 239-768-7669 OR AT THE FOLLOWING ADDRESS QRIO CITY CONSUMER SERVICE, SONY NETWORK ENTERTAINMENT INTERNATIONAL LLC, 6080 CENTER DRIVE, SUITE 1000, LOS ANGELES, CALIFORNIA, 90045.

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Version 7.0 (June 29, 2010)

PLEASE READ THIS ENTIRE AGREEMENT AND INDICATE WHETHER YOU AGREE TO ITS TERMS BY CLICKING THE "ACCEPT" OR "DO NOT ACCEPT" BUTTON AT THE END OF THE AGREEMENT. YOUR ACCESS TO THE PLAYSTATION®NETWORK ("PSN") AND QRIOCITY™ SERVICES ("QRIOCITY") (COLLECTIVELY, "SONY ONLINE SERVICES") IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU CLICK THE "DO NOT ACCEPT" BUTTON, YOU WILL NOT BE ABLE TO ACCESS PSN OR QRIOCITY.

THIS AGREEMENT IS A CONTRACT BETWEEN YOU AND SONY COMPUTER ENTERTAINMENT AMERICA LLC ("SCEA") AND CAN BE ACCEPTED ONLY BY AN ADULT OF LEGAL AGE OF MAJORITY IN THE COUNTRY IN WHICH YOUR SONY ONLINE SERVICES ACCOUNT IS REGISTERED. If you are under the legal age of majority, you must ask your parent or legal guardian to consent to this Agreement and Privacy Policy. By clicking the "ACCEPT" button yourself, you affirm that you have reached the legal age of majority and you accept this Agreement. You also affirm that you are accepting this Agreement on behalf of, and all legal and financial responsibility and liability for the actions of, your child and you hereby expressly ratify and confirm any acts of your child and all users of your subordinate accounts ("Sub Accounts").

This Agreement applies to software, content and access to software, content and services provided through or in connection with Sony Online Services, including via the PlayStation®Store and virtual communities, whether delivered onto the PlayStation®3 computer entertainment system, the PSP® (PlayStation®Portable) system, a personal computer, selected BRAVIA® televisions, Sony Blu-ray® Disc players or otherwise. Such access, software, and content include subscriptions, data, system software, fixes, updates or newer releases and related materials.

If you accept this Agreement, you are subject to its terms and all other agreements that you have entered into in connection with Sony Online Services. You agree that you will not directly or indirectly use Sony Online Services

- i. in any way for any commercial purpose.
- ii. in any way that violates the law or the community code of conduct, or
- iii. in any way that harms or has the potential to harm SCEA, its parent company, or any affiliates, subsidiaries, licensors, providers, partners of SCEA or its parent company or users.

You agree that you will not use any unauthorized hardware, including peripherals not sold or licensed by a Sony company such as, by way of example only, non-licensed game enhancement devices, controllers, adaptors and power supply devices (collectively, "Non-Licensed Peripherals") or software to access or use Sony Online Services or any content or service provided on or through Sony Online Services.

1. ACCOUNT REGISTRATION

To access Sony Online Services, you must create an appropriate Sony Online Service account (either a PSN account or Qriocity account). Through Qriocity's Video on Demand service ("VOD"), you may purchase and view content using selected BRAVIA televisions or Sony Blu-ray Disc players ("VOD Devices"). Through PSN, you may purchase content and services offered on either PSN or Qriocity, such as new levels for your favorite games, comics, movies, television shows or original programs. You may view your content using SCEA-authorized devices, including a PlayStation 3 computer entertainment system, PSP (PlayStation Portable) systems, personal computers and VOD Devices. You will also be able to participate in SCEA's online community in PSN and PlayStation Home, (including chatting via voice and video with your friends) and play games online. Existing PSN accounts will not have to create a separate Qriocity account to enjoy the benefits of Qriocity. If you've created a Qriocity account, you may transition that account to a PSN account. Sony Online Services may not be available, or may not be supported, in some countries and some languages. SCEA reserves the right to deny the creation of any account at its discretion and for any reason. Currently, there is no charge to create a Sony Online Services account, but there may be charges associated with certain online content or services available through Sony Online Services. All information provided during account registration must be truthful and accurate; SCEA reserves the right to cancel any account that uses untruthful or inaccurate information. There are two types of accounts: Master Accounts and Sub Accounts. All accounts must have an associated mailbox for receiving electronic text mail.

If you have reached the legal age of majority, you can create a Master Account for yourself. Where available, each Master Account can create up to six (6) associated Sub Accounts. You are not permitted to create Sub Accounts for adults or persons under the legal age of majority who are not your children or for whom you are not the legal guardian. Your children must be of a certain age in order to have a Sub Account. Sub Accounts may not be available in all countries.

A Master Account has access to and control over the following aspects of its Sub Accounts:

- i. financial aspects;
- ii. content availability and
- iii. certain communication features.

Text mail from SCEA that relates to a Sub Account's purchases will be sent to the mailbox of the associated Master Account. At its sole discretion, SCEA may send text mail to the Master Account relating to the Sub Account's other activities. The Master Account holder is jointly and severally legally and financially responsible for the actions of his or her Sub Account holders on Sony Online Services.

Where available, a child under the legal age of majority can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. If you are creating a Sub Account for a child, you must provide

- i. your consent for SCEA to disclose, pursuant to SCEA's Privacy Policy, your child's personally identifying information to third parties for the purpose of allowing your child to participate in Sony Online Service activities, such as video and voice chat and gameplay in PSN; and
- ii. your credit card information if requested by SCEA for Sub Accounts for children under the age of 13 in the United States and Canada or under the specific age applicable to your country.

Your credit card will be used to verify parental consent under laws requiring such consent. You will not be charged a fee for creating the Sub Account. If you do not consent to the disclosure of this requested information, you will not be able to create a Sub Account for the child. If all requested information is provided, a separate email containing a code will be sent to the Master Account's email account with instructions to complete registration by entering the code into the Sub Account using a personal computer. You will need to create for your child an Online ID that

will be associated with the child's PSN Sub Account. Please note that the Online ID is publicly available to and viewable by all PSN users and your child may receive text emails from any PSN users, including adults, in your child's PSN account mailbox. The parent's Master Account will not be notified of such text emails sent to a child's Sub Account mailbox. As the parent or legal guardian, it is your sole responsibility to monitor your child's access to or use of Sony Online Services, as well as any communications made or received by your child on or through Sony Online Services.

Some content may be objectionable or inappropriate to some users, including children under a certain age, which may vary from country to country. Please consider your child's age and check any content ratings and descriptions where available, before you access, download or purchase access to any items or permit your child to do so. In some cases, third parties provide ratings or descriptions for items, and SCEA therefore cannot guarantee the accuracy or completeness of such information. In addition, not all content is rated.

Some content that you access on your PlayStation 3 computer entertainment system, PSP (PlayStation Portable) system or other SCEA-authorized may be accessible by all users of that system. Please monitor all access to content and communications that may be objectionable or age inappropriate. Parental controls will not apply to certain types of content such as content that is considered user communication, certain categories of downloadable content or certain categories of streamed material. Parental controls may also not apply to some content that is not rated. Your child may not be able to access some content or play games rated for users older than his or her registered age. In some countries, parents and legal guardians with Master Accounts will be permitted to set their parental controls to override content restrictions on certain materials for associated Sub Accounts. Please see the following website for more information: <http://playstation.com/> and <http://qriocity.com/>

Both Master Account and Sub Account holders select their own sign-in ID and password to gain access to their accounts. PSN account holders must also select their own Online ID. All users should safeguard their account information to prevent use by any other user. Certain information, which may include the Online ID, "About Me" statement, avatar pictures, country/area of residence, preferred language and recently played game titles, will be provided to all PSN users, including children. SCEA shall have no liability for any unauthorized usage of any account. Deletion or termination of a Master Account may result in the deletion and termination of all associated Sub Accounts.

2. COMMUNITY CODE OF CONDUCT

You must adhere to the following rules of conduct, and also follow a reasonable, common-sense code of conduct. Users are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of Sony Online Services. Rights of other users should be respected.

The actions that are prohibited include the following:

- You may not engage in deceptive or misleading practices.
- You may not abuse or harass others, including stalking behavior.
- You may not take any action, or upload, post, stream, or otherwise transmit any content, language, images or sounds in any forum, communication, public profile, or other publicly viewable areas or in the creation of any Online ID that SCEA, in its sole discretion, finds offensive, hateful, or vulgar. This includes any content or communication that SCEA in its sole discretion deems racially, ethnically, religiously or sexually offensive, libelous, defaming, threatening, bullying or stalking.
- You may not organize hate groups.

You may not upload, post, stream, or otherwise transmit any content that contains any viruses, worms, spyware, time bombs, or other computer programs that may damage, interfere with, or disrupt Sony Online Services.

You may not use, make, or distribute unauthorized software or hardware, including Non-Licensed Peripherals, in conjunction with Sony Online Services, or take or use any data from Sony Online Services to design, develop or update unauthorized software or hardware, including cheat code software or devices that circumvent any security features or limitations included on any software or devices.

You may not modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of any game title, or content.

You may not cause disruption to any account, system, hardware, software, or network connected to Sony Online Services for any reason, including for the purpose of gaining an unfair advantage in a game.

You may not attempt to hack or reverse engineer any code or equipment in connection with Sony Online Services.

You may not provide anyone with your name or any other personally identifying information other than your Online ID, nor the name, password or personally identifying information of any other person or business through any means, including messaging, chat or any other form of PSN communication.

You may not take any action that SCEA considers to be disruptive to the normal flow of chat or gameplay, including uploading, posting, streaming, or otherwise transmitting any unsolicited or unauthorized material, including junk mails, spams, excessive mails or chain letters.

You may not introduce content that is commercial in nature such as advertisements, solicitations, promotions and links to web sites.

You may not introduce content that could be harmful to SCEA, its licensors, or players, such as any code or virus that may damage any property or interfere with the use of the property or Sony Online Services.

You may not upload, post, stream, access, or otherwise transmit any content that you know or should have known to be infringing, or that violates any third party rights, any law or regulation, or contractual or fiduciary obligations.

You may not impersonate any person, including an SCEA or third party employee.

You may not provide SCEA or any third party company with false or inaccurate information, including reporting false complaints to our consumer services or providing false or inaccurate information during account registration.

You may not sell, buy, trade, or otherwise transfer your Online ID, Sony Online Services account or any personal access to Sony Online Services through any means or method, including by use of web sites.

You may not conduct any activities that violate any local, state or federal laws, including copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, and the distribution of counterfeit software or Sony Online Services accounts.

Unless otherwise required by applicable law, there is no requirement or expectation that SCEA will monitor or record any activity on Sony Online Services, including communications, although SCEA reserves the right to do so and you hereby give SCEA your express consent to monitor and record your activities and communications. SCEA reserves the right to remove any content and communication from Sony Online Services at SCEA's sole discretion without notice. SCEA may use any data it collects, including the content of your communications, the time and location of your activities, your Online ID and IP address and any other collectable data, to enforce this Agreement or protect the interests of SCEA, Sony Online Services users or SCEA's licensors. Such information may be disclosed to appropriate authorities or agencies. Any other use is

subject to the terms of the Privacy Policy. SCEA has no liability for any violation of this Agreement by you or by any other Sony Online Services user.

3. ACCESS TO CONTENT

SCEA may provide you with the ability to buy access to a variety of content, including game-specific items, video content, comics and game and subscriptions. All content is provided by SCEA, including content created or published by third parties. Third parties may administer access to some content, including delivery, gameplay or customer service. To enable third parties to provide such access to you, SCEA must provide them with your personal information. If you do not consent to allow us to share your personal information with third parties for the purpose of providing you with access to Sony Online Services content, you will not be able to participate in any Sony Online Services. In order to access certain content, you may be required to accept additional content-specific usage terms and conditions of SCEA or third party companies ("Usage Terms"). Notwithstanding any provision of any other agreement, in the event of any conflict between this Agreement and the Usage Terms or any other terms and conditions in connection with Sony Online Services or any disc-based product used with PSN, this Agreement shall control.

In addition, you may be able to set your PlayStation 3 computer entertainment system or other authorized device to download or receive new content automatically from the PlayStation®Store without further notice to you when you sign into PSN. Such content will be subject to the terms of this Agreement.

4. WALLET

All access to content may only be purchased from SCEA using funds from a wallet associated with your Sony Online Services account. Your existing PSN wallet will be used for purchase of content or services offered on Qriocity. You must transition your Qriocity account to a PSN account for purchase of content or services available on PSN. All purchases made by the Sub Account or the Master Account must be made through the Master Account's wallet. A Sub Account does not have a separate wallet. Master Accounts can set a maximum spending amount for each Sub Account, effective at the beginning of the following month. A Master Account holder can fund the wallet up to a maximum amount determined by SCEA ("Limit"), using either

- i. a credit or debit card;
- ii. a prepaid card or promotional code with a specified value where available; or
- iii. other payment methods approved by SCEA and made available from time to time in each specific country.

SCEA has no obligation to reverse or refund unauthorized charges made on your credit or debit card.

Except as otherwise permitted by applicable law or as expressly provided in this Agreement, funds added to the wallet are non-refundable and non-transferable. Wallet funds have no value outside Sony Online Services and can only be used to purchase access to content from SCEA through Sony Online Services. Subject to applicable law, wallet funds that are deemed abandoned or unused by law will not be returned or restored.

5. PREPAID CARDS AND PRODUCT CODES

SCEA may provide prepaid cards that allow users to redeem content on Sony Online Services or fund the wallet. The value of a prepaid card contributes to the Limit. If you acquire a prepaid card that has a value that, when added to the wallet's existing balance, exceeds the Limit, you will not be able to apply the value of the prepaid card to the wallet until sufficient funds have been spent from the wallet to allow the sum of the full value of the prepaid card and wallet to be equal to or less than the Limit. Except as permitted by SCEA, the Master Account wallet will

only accept prepaid cards with currency value from the same country as the one designated for the Master Account.

SCEA or third parties may provide product codes which can be used to access content, including promotional content. Product codes may not be available in all countries or to all users, and age restrictions may apply. Some product codes must be used before a specified expiration date and in accordance with specified terms and conditions. Unless otherwise stated, product codes may be used once only by the recipient and may not be transferred or sold to any other person.

SCEA is not responsible or liable for any claims arising as a result of prepaid cards or product codes, including any problems or defects in connection with prepaid cards or product codes. Your use of the prepaid card in the United States and Canada is subject to terms and conditions at <http://www.us.playstation.com/card>. Additional terms and conditions may accompany the prepaid card or the product code.

6. PURCHASES AND TRANSACTIONS

All purchases and transactions on any Sony Online Service are solely between you and SCEA. By completing a transaction through your Master Account or allowing a transaction to take place through an associated Sub Account, you are

- i. agreeing to pay for all purchases made by the Master Account and its associated Sub Accounts, including recurring charges for subscriptions that are not cancelled;
- ii. authorizing SCEA to deduct from the wallet and charge your credit card all applicable fees due and payable for all purchases made by the Master Account and its associated Sub Accounts; and
- iii. agreeing to any applicable Usage Term and the terms and conditions associated with use of the particular content or service.

To the extent permitted by applicable law, all sales are final upon the completion of your purchase, including purchase of rental content, subscriptions and other prepaid products or services. To the extent permitted by applicable law, access to content is not transferable except as expressly allowed under applicable terms of service. Prior to your purchase, you are encouraged to review description of the content or service you are acquiring and the content itself, where available (such as trailers, previews and demos). SCEA reserves the right to deduct from the wallet any fee, penalty or other charge resulting from a Master Account holder's request to the Master Account holder's credit card company to reverse charges for a purchase. SCEA reserves the right to terminate the Master Account and all Sub Accounts associated with the Master Account for failure to pay for purchases, among other things. In lieu of termination of the Master Account, SCEA may elect to provide a mechanism by which a Master Account may fund the wallet to prevent the Master Account and its associated Sub Accounts from being terminated. Except as otherwise provided, all transactions are made in the currency of your country of residence. Features, specifications, prices, services and content are subject to change or withdrawal at any time and SCEA does not provide any refunds in the event of a price drop, a subsequent promotional offering or product removal. Special product, prices and promotions are no longer valid once they are changed or removed. Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you purchase access to the specific content. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of purchase. To the extent permitted by applicable law, all sales are subject to the laws of the State of California, County of San Mateo.

You may be able to make purchases only from a designated Sony regional company which is determined by your country/area of residence. Your country/area of residence may be verified by your credit or debit card number and may be rejected if the information does not match. If you are a Master Account holder, you will receive an email summary for each purchase after it is made, if you have given us a valid, current, operational email address. Please print and retain these emails for your records. You can view your purchase history in the account management area.

Although SCEA will try to ensure that all prices, product descriptions, and its associated terms and conditions are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will contact you promptly. You will have the option of either reconfirming your order at the correct price or canceling it. If we are unable to contact you, your order will be cancelled.

Upon SCEA's confirmation of your purchase, access to the purchased item will be made available to you through your Sony Online Services account that you used to purchase the item, until such time as SCEA removes the item. We encourage you to download or access your purchased item immediately after purchase. You bear all risk of loss for accessing your content, including completing the download of any content, ensuring that you have the necessary capabilities to view your content, including content provided at high resolution/definition, and for any loss of content you have downloaded, including any loss due to a file corruption or hard drive crash. You are solely responsible if you do not choose to download or access the content before it is removed and for ongoing storage and safekeeping of your content. SCEA is not obligated to provide you with replacement copies for any reason.

If you do not have sufficient funds in your wallet to make a purchase and you have previously entered your credit card information, we may automatically charge your credit card a minimum amount determined by SCEA ("Minimum Fee") to make the purchase, even if the Minimum Fee exceeds the cost of your purchase. Any difference between the Minimum Fee and the cost of the purchase will be credited to your wallet. Additional procedures apply to subscription purchases. Please read Section 10 ("SUBSCRIPTIONS") of this Agreement for details. Purchases of access to content or services are not refundable.

7. GENERAL LICENSE RESTRICTIONS AND TERMS

Except as stated in this Agreement, all content and software provided through Sony Online Services are licensed non-exclusively and revocably to you, your children and children for whom you are a legal guardian (collectively for purposes of this section, "You" or "Your"), solely for Your personal, private, non-transferable, non-commercial, limited use on a limited number of activated PlayStation 3 computer entertainment systems, PSP (PlayStation Portable) systems, VOD Devices and any other hardware devices, including peripherals that are sold or licensed by a Sony company, authorized by SCEA in the country in which your account is registered. All intellectual property rights subsisting in Sony Online Services, including all software, data, and content subsisting in or in connection with the operation of Sony Online Services, the Online ID, the access to content and hardware used in connection with Sony Online Services (collectively defined as "Property"), belong to SCEA and its licensors. All use or access to Property shall be subject to the terms of this Agreement, other applicable agreements, if any, and all applicable copyright and intellectual property rights laws. You may not sell, rent, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Property. Except as stated in this Agreement or otherwise expressly permitted by SCEA in writing, you may not reproduce or transfer any portion of the Property. You may not create any derivative works, attempt to create the source code from the object code, or download or use any Property for any purpose other than as expressly permitted. You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in connection with Sony Online Services or any of the content or service offered through Sony Online Services. You acknowledge that Sony Online Services and content or service provided through Sony Online Services, may contain security or technical features that will prevent use of such content or service in violation of this Agreement. The Property is not licensed to you for resale, public performance, display, distribution or broadcast. You acknowledge that some content providers and licensors are intended third party beneficiaries who have rights to enforce this Agreement against you and your permitted users. Except as expressly granted in this Agreement, SCEA and its licensors reserve all rights, interests, and remedies in connection with Sony Online Services and the Property.

Additional terms and conditions, including use restrictions or purchase requirements may apply to a particular item. Use or license terms may be more restrictive depending on the item. Please read carefully all specific terms of use for a particular content or service before purchasing or

accepting SCEA's offer. The restrictions to which a particular content or service is subject are in the sole discretion of SCEA or its licensors and are subject to change at any time. Use of the terms "purchase," "sale," "sold," "sell," "rent" or "buy" on or in connection with Sony Online Services shall not mean or imply any transfer of ownership of any content, data or software or any intellectual property rights therein from SCEA or its licensors to any user or third party. All other company, product, and service names and logos referenced on Sony Online Services are the marks, trade names, trademarks/service marks, and registered trademarks/service marks ("Marks") of their respective owners. You may not use or reproduce any Marks without the owner's express written consent. You may not remove any proprietary notices or labels from any content.

8. VIDEO CONTENT

You may use either your Qriocity account or PSN account to purchase video content. Subject to the terms of this Agreement and any additional terms and conditions for the particular content, SCEA licenses digitalized content of programs, including television shows and movies ("Video Content") to you for your personal, private, non-commercial viewing in the United States only using a limited number of activated PlayStation 3 computer entertainment systems, PSP (PlayStation Portable) systems, personal computers ("PSN Devices") and VOD Devices (collectively, "Authorized Devices") during the authorized viewing period ("Authorized Term"). Video Content may be made available to you as a rental or purchase. You may rent the content for a limited duration ("Rental Content"), or enjoy the content continuously ("Sold Content"). Use of Video Content is subject to certain digital rights management rules and terms and conditions of this Agreement. Except for rights explicitly granted to you, all rights in the Video Content are reserved by SCEA and its third party licensors.

Only one copy of Rental Content may be viewable on an Authorized Device for up to 24 hours after starting first playback from the first Authorized Device or 14 days after payment for the Rental Content, whichever is sooner. After such time, you will not be able to view the Rental Content. Rental Content may not be reproduced.

You may select which Authorized Device you want to use to view your Rental Content. If you have a Qriocity account, you may view your content from any one of your activated VOD Devices only. If you have a PSN account, you may view your Rental Content purchased on PSN or Qriocity from any one of your activated Authorized Devices, except that if the Rental Content is in high definition format, it may be viewed on one (1) activated PlayStation 3 computer entertainment system or one (1) VOD Device. Rental Content may not be transferred between a PSN Device and a VOD Device. Once playback has started on a VOD Device, you may not view that content using any other Authorized Device without another purchase. However, if you start playback on a PSN Device, the account that purchased the Rental Content may, during the Authorized Term, transfer that content to a limited number of activated PSN Devices, as described below.

Rental Content in standard definition format downloaded onto a PlayStation 3 computer entertainment system or a personal computer may be transferred to up to three (3) PSP (PlayStation Portable) systems. Rental Content in standard definition format for use with a PSP (PlayStation Portable) system may be transferred to up to one (1) PlayStation 3 computer entertainment system and two (2) personal computers.

You may view Sold Content for an unlimited number of times on an activated PSN Device only. The account that purchased the Sold Content may copy that content to a limited number of PSN Devices, as described below.

Sold Content in standard definition format downloaded onto a PlayStation 3 computer entertainment system or a personal computer may be copied for use on up to three (3) PSP (PlayStation Portable) systems. Sold Content in standard definition format for use with a PSP (PlayStation Portable) system may be copied for use on up to one (1) PlayStation 3 computer entertainment system and two (2) personal computers. Sold Content in high definition format may be viewed on only one (1) activated PlayStation 3 computer entertainment system.

You may have the option to purchase Video Content in high definition and standard definition format. You acknowledge that delivery of content is dependent on variables not under SCEA's control, including but not limited to, the speed and availability of your broadband or network connection. You may experience delays or technical difficulties caused by or related to such variables. If you have purchased Video Content and view it using a VOD Device, you may not be able to view your content in the format that you've purchased due to such variables. To the extent permitted by applicable law, you will not receive a refund or credit for any content that you are not able to view or have difficulty viewing due to such variables. We strongly encourage you to purchase content suitable for your viewing capabilities. You bear all responsibility for ensuring that you have the viewing capabilities to view content in the appropriate format or at all.

Proper activation of an Authorized Device by the account that purchased the Video Content is required for all downloads, transfers, copies and viewings. Purchase of Video Content is connected to the purchasing account. An account can activate no more than the maximum number of Authorized Devices, regardless of the number of copies of Video Content purchased. Video Content may not be transferred from one account to another. You may not exceed the total number of accounts on any Authorized Device. Please refer to <http://playstation.com/> and <http://qriocity.com/> for more information on the total number of permitted Sony Online Services accounts. SCEA reserves the right to limit the number of times an Authorized Device may be activated or deactivated.

Downloading or streaming is not permitted outside the Authorized Term. In addition, once Video Content has been downloaded or accessed, you will not be able to download it again from PSN without purchase of another copy.

Some content such as movie trailers may not be representative of the actual feature presentation. Digitalized versions of some content may not be identical with the original formatted content or previously released versions of the same titled content.

Video Content will play on displays ranging from standard definition to 1080p depending on the content. Video output in certain formats may require additional equipment, sold separately.

For more information on Video Content available on PSN, please visit <http://playstation.custhelp.com/>. For more information on Rental Content available on Qriocity, please visit <http://qriocity.com/>.

For specific information on ratings for some Video Content, please visit <http://www.filmratings.com/> and <http://tv.guidelines.org>.

9. COMIC CONTENT

Subject to the terms of this Agreement and any additional terms and conditions for the particular content, SCEA licenses to PSN account holders digital comic book content ("Comic Content") via purchase or download on PSN for your personal, private, non-commercial viewing in the United States on up to three (3) activated PSP (PlayStation Portable) system(s). Additional software for viewing Comic Content may be required. Except for rights explicitly granted here, all rights in Comic Content are reserved by SCEA and its third party licensors.

Some Comic Content may not be identical with the original formatted content or versions of the same titled content not provided by SCEA.

10. SUBSCRIPTIONS

SCEA may offer you the opportunity to purchase subscriptions that provide access to particular products or services for a specified period of time. Subscriptions renew automatically unless you cancel the subscription. The cost of each subscription will automatically be deducted from your wallet at the beginning of each subscription term without further notice to you. Subscriptions may not be shared among any PSN accounts, including the Master Account with its associated Sub Accounts.

Some subscriptions may be single-product or service-specific, while other subscriptions may be comprised of several content items, services or features, which may include special offers, discounted, free, paid-for, exclusive or early access content or automatic download of SCEA selected content. Individual content items and service within a composite subscription may also be offered for sale separately as a one-time purchase or single-product-specific subscription. Subscription charges may be increased at the end of each subscription term. As each product offering will have terms and conditions that vary, please review each product description, cost and subscription term carefully before purchase or download. As with all purchases, please print and retain a copy of your email purchase receipt for your reference.

SCEA may also offer a free trial period with some subscriptions. If you do not cancel your subscription before expiration of a trial period, your wallet will automatically be charged the cost of the subscription at the beginning of each subscription term without further notice to you. To avoid being charged, you must cancel your subscription prior to expiration. Please review all terms and conditions carefully before you accept any offer or promotion.

If you do not have sufficient funds in your wallet to cover the cost of your subscription at the time the subscription is renewed, the subscription will be cancelled unless the automatic funding feature on the Master Account is set to "ON." If the automatic funding feature on the Master Account is set to "ON," your credit card will be charged automatically the greater of the subscription cost or the Minimum Fee. Every time you or one of your associated Sub Accounts purchases a new subscription, the automatic funding feature in the Master Account is set automatically to "ON." The Master Account holder may change this setting to "OFF" at any time. However, the setting will return to "ON" upon subsequent purchase of any subscription, so setting your automatic funding feature to "OFF" may not effectively cancel your subscription. In order to stop receiving a subscription and avoid being charged, you must cancel your subscription in the Account Management area.

If you no longer wish to receive your subscription, you must cancel your subscriptions via PSN account management or contact SCEA's customer service at <http://www.us.playstation.com/Corporate/ContactUs> or the address located at the end of this Agreement. Cancellation will take effect at the beginning of the next subscription term. Except as otherwise stated in this Agreement, upon cancellation of your subscription or termination of the Master Account or Sub Account, you will not receive a refund or credit for any subscriptions for which you have paid. Further, you will not be able to access content or services provided in your subscription except as permitted by SCEA. Content which you downloaded onto a device and which was provided to you through a subscription at no additional cost beyond the subscription price may not be accessible. Game play information, including trophies earned during a trial offer, promotional period or subscription term may not be available.

11. MAINTENANCE AND UPGRADES

From time to time, it may become necessary for SCEA to provide certain content to you to ensure that Sony Online Services and content offered through Sony Online Services, your PlayStation 3 computer entertainment system, the PSP (PlayStation Portable) system or other SCEA-authorized hardware is functioning properly in accordance with SCEA guidelines. Some content may be provided automatically without notice when you sign in. Such content may include automatic updates or upgrades which may change your current operating system, cause a loss of data or content or cause a loss of functionalities or utilities. Such upgrades or updates may be provided for system software for your PlayStation 3 computer entertainment system, the PSP (PlayStation Portable) system, or other SCEA-authorized hardware. Access or use to any system software is subject to terms and conditions of a separate end user license agreement found at <http://www.us.playstation.com/termsfuse>. You authorize SCEA to provide such content and agree that SCEA shall not be liable for any damages, loss of data or loss of functionalities arising from provision of such content or maintenance services. It is recommended that you regularly back up any archivable data located on the hard disk.

12. USER MATERIAL AND INFORMATION

You may have an opportunity to permit SCEA to share with third parties information relating to your participation in Sony Online Services, including your sign-in ID, friend's list, communications, purchase history and game play history ("Information"). If you choose to do so, use or distribution of your Information on any third party website or service may be subject solely to that third party's terms of service and privacy policy. Before electing to share your information, please be aware of the kinds of Information you will be sharing and review the third party's terms of service and privacy policy. SCEA may also provide your Information to its subsidiaries or affiliates and vendors in order to provide you the Sony Online Services. You hereby authorize SCEA to use, distribute, copy, display, and publish your Information for any legitimate business purpose, including tournaments and ranking, without payment to you. In addition, you will have the option to create, post, stream or transmit content such as pictures, photographs, game related materials, or other information through PSN to share with others ("User Material"), provided no rights of others are violated. To the extent permitted by law, you authorize and license SCEA a royalty free and perpetual right to use, distribute, copy, modify, display, and publish your User Material for any reason without any restrictions or payments to you or any third parties. You further agree that SCEA may sublicense its rights to any third party, including its affiliates and subsidiaries. You hereby waive all claims, including any moral rights, against SCEA, its affiliates and subsidiaries for SCEA or any third party's use of User Material to the extent permitted by applicable law. By creating, posting, streaming, or transmitting any User Material, you represent and warrant that you have the appropriate rights to use, create, post, distribute, and transmit User Material and to grant SCEA the foregoing license. You further agree to cooperate with SCEA in resolving any dispute that may arise from your Information or User Material. SCEA reserves the right to remove any Information or User Material at its sole discretion.

Some games played on or provided through PSN may have features that allow your information, including game play, Online ID, Friend's list, messages and related gaming information to be recorded by a user and distributed to any third party publicly, including users outside of PSN. You agree that any third party may record, use and distribute such information for any reason without any restrictions or compensation to you. Additional terms and conditions may apply, including SCEA's Privacy Policy and the terms and conditions of any game publisher or service provider. Please review all terms carefully. If you do not want your information to be used, recorded or distributed, please do not play the game online through PSN.

Through your use of Sony Online Services, you may be provided with information about SCEA's or a third party's products or services. This information includes, but is not limited to, promotions, advertisements, product placements or marketing materials within Sony Online Services or a game, irrespective of whether the game is connected with or provided through PSN. You agree that SCEA and its partners and providers may collect information regarding your activities, access, or game play, and may use and distribute such information subject to the terms of SCEA's Privacy Policy or the policies of third parties where applicable. SCEA does not endorse any of the third party products or services advertised, promoted or marketed.

13. TERMINATION/ CANCELLATION

If SCEA determines in its sole discretion that you or your associated Sub Accounts have violated any term of this Agreement, the Usage Terms, or any other terms and conditions connected with Sony Online Services or have otherwise injured or damaged the Sony Online Services community, SCEA may take all actions to protect its interests, including termination or suspension of your Sony Online Services account (both the Master Account and any associated Sub Accounts), automatic removal or blockage of content, implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as necessary to remedy the violation. If the violation is in connection with content that you or your Sub Accounts have accessed, you must immediately cease use of such content and delete all copies from all of your devices. Upon termination of your account for any reason, you will not receive a refund for items (including subscriptions and pre-paid products or services), value accumulated on in-game items or any unused balance in your wallet except as required by law or as expressly provided in this Agreement. Any game ranking or scores, or information in connection with Sony Online Services will not be retained or

accessible by you or your associated Sub Accounts. In some situations, we may suspend or terminate your Master Account, but permit you to retain your associated Sub Accounts. If you do not terminate your Sub Accounts, you will be liable for all their acts. You may not alter any of the settings on your Master Account, including parental control settings placed on your Sub Accounts prior to the termination or suspension of your Master Account. Your Sub Accounts will be permitted to use the remaining funds in your wallet provided that the Sub Account has not exceeded the limit you placed on the Sub Account. Additionally, you will not receive further correspondence from SCEA about your Sub Accounts, including purchases made by your Sub Accounts. SCEA reserves the right to bring legal action and to participate in any government or private legal action or investigation relating to your conduct, which may require the disclosure of your information. Unless as otherwise stated in this Agreement, SCEA, at its sole discretion, may indefinitely suspend, or discontinue any and all online access to content at any time, including for maintenance service or upgrades, without prior notice or liability.

14. GENERAL LEGAL

SCEA, at its sole discretion, may modify the terms of this Agreement at any time, including imposing a fee for creating PSN accounts. By accepting this Agreement or by accessing Sony Online Services, you agree to be bound by all current terms of the Agreement. To access a printable, current copy of this Agreement, go to <http://www.us.playstation.com/termsfuse> or <http://www.qriocity.com> on your personal computer. If material changes to this Agreement are made, you will be notified by e-mail or a posting as you sign in to Sony Online Services. If necessary, you will be given additional choices regarding such change(s). Your continued use of Sony Online Services, including use of your associated Sub Account(s), will signify your acceptance of these changes. If you do not accept material changes to the Agreement, then you may contact us to terminate this Agreement and your account(s). If there are funds in your wallet as of the date SCEA terminates your account, those funds may be refunded to you and you will not be able to access Sony Online Services.

This Agreement shall inure to the benefit of the parties, including any successors in interest of SCEA. SCEA has the right to assign any and all of its rights and obligations hereunder to any affiliate(s) or to any company in the Sony family group of companies.

If any provision of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

Except as otherwise required by applicable law, this Agreement shall be construed and interpreted in accordance with the laws of the State of California applying to contracts fully executed and performed within the State of California. Except as otherwise required by applicable law, both parties submit to personal jurisdiction in California and further agree that any dispute arising from or relating to this Agreement shall be brought in a court within San Mateo County, California. In the event of litigation to enforce any part of this Agreement, all costs and fees, including attorney's fees, shall be paid by the non-prevailing party to the extent permitted by applicable law.

15. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, functionality, availability or performance of Sony Online Services, or any content or service offered on or through Sony Online Services. All services and content are provided "AS IS" and "AS AVAILABLE" with all faults. SCEA does not warrant that the service and content will be uninterrupted, error-free or without delays. In addition to the limitations of liability in Sections 1, 2, 11 and 13 of this Agreement, SCEA expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SCEA assumes no liability for any inability to purchase, access, download or use any content, data or service. **YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM SONY ONLINE SERVICES OR IN CONNECTION WITH THIS AGREEMENT AND SCEA'S MAXIMUM LIABILITY UNDER THIS**

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16. PHOTSENSITIVITY NOTICE

A very small percentage of individuals may experience epileptic seizures or blackouts when exposed to certain light patterns or flashing lights. Exposure to certain patterns or backgrounds on a television screen or when playing content such as video games may trigger epileptic seizures or blackouts in these individuals. These conditions may trigger previously undetected epileptic symptoms or seizures in persons who have no history of prior seizures or epilepsy. If you, or anyone in your family has an epileptic condition or has had seizures of any kind, consult your physician before playing. IMMEDIATELY DISCONTINUE use and consult your physician before resuming play. If you or your child experience any of the following health problems or symptoms:

- i. dizziness
- ii. altered vision
- iii. eye or muscle twitches
- iv. loss of awareness
- v. disorientation
- vi. seizures or any involuntary movement or convulsion.

RESUME PLAY ONLY ON APPROVAL OF YOUR PHYSICIAN.

Use and handling of content, including video games, to reduce the likelihood of a seizure:

- i. use in a well-lit area and keep as far away as possible from the television screen;
- ii. avoid large screen televisions
- iii. use the smallest television screen available
- iv. avoid prolonged use of the PlayStation system;
- v. take a 15-minute break during each hour of play; or
- vi. avoid playing when you are tired or need sleep.

Stop using the content or Sony Online Services immediately if you experience any of the following symptoms: lightheadedness, nausea, or a sensation similar to motion sickness, discomfort or pain in the eyes, ears, hands, arms, or any other part of the body. If the condition persists, consult a doctor.

17. 3D DEVICE USE NOTICE

Some people may experience discomfort (such as eye strain, eye fatigue or nausea) while watching 3D video images or playing stereoscopic 3D games on 3D televisions. If you experience

such discomfort, you should immediately discontinue use of your television until the discomfort subsides.

SCEA recommends that all viewers take regular breaks while watching 3D video or playing stereoscopic 3D games. The length and frequency of necessary breaks may vary from person to person. Please take breaks that are long enough to allow any feelings of discomfort to subside. If symptoms persist, consult a doctor.

The vision of young children (especially those under six years old) is still under development. SCEA recommends that you consult your doctor (such as a pediatrician or eye doctor) before allowing young children to watch 3D video images or play stereoscopic 3D games. Adults should supervise young children to ensure they follow the recommendations listed above.

PLEASE CONTACT SONY COMPUTER ENTERTAINMENT AMERICA LLC CONSUMER SERVICES FOR FURTHER INFORMATION OR QUESTIONS VIA OUR WEBSITE <http://www.us.playstation.com/Corporate/ContactUs> OR BY PHONE AT 877-971-7669 OR AT THE FOLLOWING ADDRESS: SONY COMPUTER ENTERTAINMENT AMERICA LLC CONSUMER SERVICES DEPARTMENT, P.O. BOX 5888, SAN MATEO, CALIFORNIA, 94402-0888, UNITED STATES OF AMERICA. YOU MAY ALSO CONTACT US FOR FURTHER INFORMATION ON QRIOCITY VIA OUR WEBSITE <http://www.qriocity.com> OR BY PHONE TOLL FREE AT 888-868-1986, TOLL CALL AT 239-768-7669 OR AT THE FOLLOWING ADDRESS QRIOCITY CONSUMER SERVICE, SONY NETWORK ENTERTAINMENT INTERNATIONAL LLC, 6080 CENTER DRIVE, SUITE 1000, LOS ANGELES, CALIFORNIA, 90045, UNITED STATES OF AMERICA.

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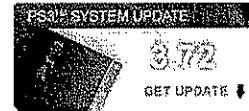
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TERMS OF SERVICE AND USER AGREEMENT

Version 12 (September 15, 2011)

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NOTE: THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 15 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY "DISPUTE" (AS DEFINED BELOW) BETWEEN YOU AND SNEI, SONY COMPUTER ENTERTAINMENT INC., SONY COMPUTER ENTERTAINMENT AMERICA LLC, THEIR AFFILIATES, PARENTS OR SUBSIDIARIES (ALL ENTITIES COLLECTIVELY REFERRED TO BELOW AS "SONY ENTITIES"). YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS FURTHER DESCRIBED IN SECTION 15.

This Agreement applies to software, content and services and access to same, including subscriptions, data, fixes to the Sony Online Services, updates to the Sony Online Services or new content releases, and related materials, provided through or in connection with Sony Online Services, including via the PlayStation®Store and virtual communities.

By accepting this Agreement, you agree to its terms and to abide by SNEI's Sony Online Services policies. You agree that you will not directly or indirectly use Sony Online Services (i) in any way for any commercial purpose, (ii) in any way that violates the law or the Community Code of Conduct, or (iii) in any way that harms or has the potential to harm SNEI, its affiliates, including its parent company, its subsidiaries, licensors, providers or partners or fellow Sony Online Services users. You agree that you will not use any unauthorized hardware, including peripherals not sold or licensed by a Sony company such as non-licensed game enhancement devices, controllers, adaptors and power supply devices (collectively, "Non-Licensed Peripherals") or unauthorized software to access or use Sony Online Services or any content or service provided on or through Sony Online Services.

1. ACCOUNT REGISTRATION

To access Sony Online Services, you must create an appropriate Sony Online Service account. You may license and view content on certain of your Authorized Devices depending on the specific Sony Online Service you are using. "Authorized Devices" means your Authorized Download Devices and your Authorized Streaming Devices. "Authorized Download Devices" means activated PlayStation®3 computer entertainment systems, PSP® (PlayStation®Portable) systems, select personal computers, select mobile telephones, select tablets and other SNEI-authorized download

devices. "Authorized Streaming Devices" means activated select televisions, select Blu-ray® Disc players, PlayStation®3 computer entertainment systems and other SNEI-authorized streaming devices. Through SEN's Music Unlimited ("Music Unlimited"), you may purchase a subscription and access content on activated PlayStation®3 computer entertainment systems, PSP® (PlayStation®Portable) systems, select personal computers, select mobile telephones, select televisions, select Blu-ray Disc players, select tablets and other SNEI-authorized devices ("Music Unlimited Devices"). Through SEN's Video Unlimited ("Video Unlimited"), you may license and view content on all Authorized Streaming Devices (except the PlayStation®3 computer entertainment system, for which video content is available through PSN) and select personal computers, select mobile telephones and select tablets that are Authorized Download Devices ("Video Unlimited Devices"). Through PSN, you may license and view content on activated PlayStation®3 computer entertainment systems and PSP® (PlayStation®Portable) systems if those systems are Authorized Devices for that content type ("PSN Devices").

You will also be able to participate in the online PSN community (including chatting via voice and video with your friends) and play games online. If you have a PSN account, you will not have to create a separate SEN account. A SEN account may be transitioned into a PSN account. Sony Online Services may not be available, or may not be supported, in some countries and some languages. SNEI reserves the right to deny the creation of any account at its sole discretion. Currently, there is no charge to create a Sony Online Services account, but there may be charges associated with certain online content or services available through Sony Online Services. All information provided during account registration must be truthful and accurate. SNEI reserves the right to cancel any account that uses or that was created using untruthful or inaccurate information. There are two types of accounts: Master Accounts and Sub Accounts. All accounts have an associated mailbox for receiving electronic text mail.

If you have reached the legal age of majority, you can create a Master Account for yourself. Where available, each Master Account can create up to six (6) associated Sub Accounts. You are not permitted to create Sub Accounts for adults or persons under the legal age of majority who are not your children or for whom you are not the legal guardian. Your children must be of a certain age in order to have a Sub Account. Sub Accounts may not be available in all countries.

A Master Account has access to and control over the following aspects of its Sub Accounts: (i) financial aspects; (ii) content availability and (iii) certain communication features. Text mail from SNEI that relates to a Sub Account's purchases will be sent to the mailbox of the associated Master Account. At its sole discretion, SNEI may send text mail to the Master Account relating to the Sub Account's other activities. The Master Account holder is jointly and severally legally and financially responsible for the actions of his or her Sub Account holders.

Where Sub Accounts are available, a child under the legal age of majority can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. If you are creating a Sub Account for a child, you must provide (i) your consent for SNEI to disclose, pursuant to SNEI's Privacy Policy, your child's personally identifying information to third parties for the purpose of allowing your child to participate in Sony Online Services activities, such as video, voice chat and gameplay in PSN; and (ii) your credit card information if requested by SNEI for Sub Accounts for children under the age of 13 in the United States and Canada or under the specific age applicable to your country. Your credit card will be used to verify parental consent under laws requiring such consent. You will not be charged a fee for creating the Sub Account. If you do not consent to the disclosure of this requested information, you will not be able to create a Sub Account. If all requested information is provided, a separate email containing a code will be sent to the Master Account's email account with instructions to complete registration by entering the code into the Sub Account using a personal computer. You will need to create for your child an Online ID that will be associated with the child's PSN Sub Account. **Please note that the Online ID is publicly available to and viewable by all PSN users and your child may receive text emails from any PSN users, including adults, in your child's PSN account mailbox. The parent's Master Account will not be notified of such text emails sent to a child's Sub Account mailbox.** As the parent or legal guardian, it is your sole responsibility to monitor your child's access to or use of Sony Online Services, as well as any communications made or received by your child on or through Sony Online Services.

Some content may be objectionable to or inappropriate for some users, including children under a certain age, which may vary from country to country. Please consider your child's age and check any content ratings and descriptions where available, before you access,

download or purchase access to any items or permit your child to do so. In some cases, third parties provide ratings or descriptions for items, and SNEI cannot guarantee the accuracy or completeness of such information. Not all content is rated.

Some content that you access on your PlayStation®3 computer entertainment system, PSP® (PlayStation®Portable) system, other Authorized Device or other Music Unlimited Device may be accessible by all users of that system or device. Please monitor all access to content and communications that may be objectionable or age inappropriate. Parental controls will not apply to certain types of content such as content that is considered user communication, certain categories of downloadable content or certain categories of streamed material. Parental controls may also not apply to content that is not rated. Your child may not be able to access some content or play games rated for users older than his or her registered age. In some countries, parents and legal guardians with Master Accounts will be permitted to set their parental controls to override restrictions on certain materials for associated Sub Accounts. Please see the following websites for more information: <http://playstation.com/> and <http://sonyentertainmentnetwork.com/>.

Both Master Account and Sub Account holders select their own sign-in ID and password to gain access to their accounts. PSN account holders must also select their own Online ID. All users should safeguard their sign-in ID and password to prevent use by any other user. Certain information, which may include the Online ID, "About Me" statement, avatar pictures, country/area of residence, preferred language and recently played game titles, will be provided to all PSN users, including children. SNEI has no liability for any unauthorized usage of any account. Deletion or termination of a Master Account may result in the deletion and termination of all associated Sub Accounts.

2. COMMUNITY CODE OF CONDUCT

You must adhere to the following rules of conduct, and also follow a reasonable, common-sense code of conduct. Users are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of Sony Online Services. Rights of other users should be respected.

The actions that are prohibited include the following:

You may not engage in deceptive or misleading practices.

You may not abuse or harass others, including stalking behavior.

You may not take any action, or upload, post, stream, or otherwise transmit any content, language, images or sounds in any forum, communication, public profile, or other publicly viewable areas or in the creation of any Online ID that SNEI or its affiliates, in their sole discretion, find offensive, hateful, or vulgar. This includes any content or communication that SNEI or its affiliates deem racially, ethnically, religiously or sexually offensive, libelous, defaming, threatening, bullying or stalking.

You may not organize hate groups.

You may not upload, post, stream, or otherwise transmit any content that contains any viruses, worms, spyware, time bombs, or other computer programs that may damage, interfere with, or disrupt Sony Online Services.

You may not use, make, or distribute unauthorized software or hardware, including Non-Licensed Peripherals and cheat code software or devices that circumvent any security features or limitations included on any software or devices, in conjunction with Sony Online Services, or take or use any data from Sony Online Services to design, develop or update such unauthorized software or hardware.

You may not modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of any game title, or content.

You may not cause disruption to or modify or damage any account, system, hardware, software, or network connected to or provided by Sony Online Services for any reason, including for the purpose of gaining an unfair advantage in a game.

You may not attempt to hack or reverse engineer any code or equipment in connection with Sony Online Services.

You may not provide anyone with your name or any other personally identifying information other than your Online ID, nor the name, password or personally identifying information of any other person or business through any means, including messaging, chat or any other form of network communication.

You may not take any action that SNEI or its affiliates consider to be disruptive to the normal flow of chat or gameplay, including uploading, posting, streaming, or otherwise transmitting any unsolicited or unauthorized material, including junk mail, spam, excessive mail or chain letters. You may not introduce content that is commercial in nature such as advertisements, solicitations, promotions and links to web sites.

You may not introduce content that could be harmful to SNEI or its affiliates or their licensors, or players, such as any code or virus that may damage, alter or change any property or interfere with the use of property or Sony Online Services.

You may not upload, post, stream, access, or otherwise transmit any content that you know or should have known to be infringing, or that violates, any third party rights, any law or regulation, or contractual or fiduciary obligations.

You may not impersonate any person, including an SNEI or third party employee.

You may not provide SNEI or any third party company with false or inaccurate information, including reporting false complaints to our or our affiliates' consumer services or providing false or inaccurate information during account registration.

You may not sell, buy, trade, or otherwise transfer your Online ID, Sony Online Services account or any personal access to Sony Online Services through any means or method, including by use of web sites.

You may not conduct any activities that violate any local, state or federal laws, including copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, stealing or using without purchasing, where payment is required, any content or service and distributing counterfeit software or Sony Online Services accounts.

Unless otherwise required by applicable law, SNEI is not responsible for monitoring or recording any activity on Sony Online Services, including communications, although SNEI reserves the right to do so and you hereby give SNEI your express consent to monitor and record your activities and communications. SNEI reserves the right to remove any content and communication from Sony Online Services at SNEI's sole discretion without notice and to terminate any Sony Online Services Account through which violations of the Community Code of Conduct occur. SNEI may also take steps on behalf of its device platform partners to disable permanently or temporarily any device on which you receive Sony Online Services and through use of which you violate the Community Code of Conduct. SNEI may use any data it collects, including the content of your communications, the time and location of your activities, your Online ID and IP address and any other collectable data, to enforce this Agreement or protect the interests of SNEI, its affiliates, Sony Online Services users or SNEI's or its affiliates' licensors. Such information may be disclosed to appropriate authorities or agencies. Any other use is subject to the terms of SNEI's Privacy Policy. SNEI has no liability for any violation of this Agreement by you or by any other Sony Online Services user.

We and third parties may provide functionality allowing you to recommend your favorite content or services to your friends via PSN. Only send recommendations to friends who you know want to receive them and whose age is appropriate for the content or services you are recommending. If you receive unwanted messages, ask the sender to stop. If they do not, you can add that person to your block list. See your system manual for more information.

3. ACCESS TO CONTENT

All content and services are provided to you by SNEI, including content created or published by third parties. Third parties may administer access to some content or services, including delivery, gameplay, community management or customer service. To enable third parties to provide such access to you, SNEI must provide them with your personal information. If you do not consent to allow us to share your personal information with third parties for the purpose of providing you with access to Sony Online Services content, you will not be able to participate in any Sony Online Services. In order to access certain content, you may be required to accept additional content-specific usage terms and conditions of SNEI or third party companies ("Usage Terms"). In the event of any conflict between this Agreement and the Usage Terms or any other terms and conditions in connection with Sony Online Services or any disc-based product used with PSN, this Agreement will control.

You may be able to set your PlayStation®3 computer entertainment system or other Authorized Device to download or receive new content automatically from the PlayStation®Store without further notice to you when you sign into PSN. Such content will be subject to the terms of this Agreement.

4. WALLET

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All access to content may only be purchased from SNEI using funds from a wallet associated with your Sony Online Services account. Your existing PSN wallet will be used to purchase content licenses or services offered on SEN. You must transition your SEN account to a PSN account to license content or purchase services available on PSN. All transactions made by the Sub Account or the Master Account must be made through the Master Account's wallet. A Sub Account does not have a separate wallet. Master Accounts can set a maximum spending amount for each Sub Account, effective at the beginning of the following month. A Master Account holder can fund the wallet up to a maximum amount determined by SNEI ("Limit"), using either (i) a credit or debit card; (ii) a prepaid card or promotional code with a specified value where available; or (iii) other payment methods approved by SNEI and made available from time to time in each specific country. SNEI has no obligation to reverse or refund unauthorized charges made on your credit or debit card.

Except as otherwise permitted by applicable law or as expressly provided in this Agreement, funds added to the wallet are non-refundable and non-transferable. Wallet funds have no value outside Sony Online Services and can only be used to purchase access to content from SNEI through Sony Online Services. Subject to applicable law, wallet funds that are deemed abandoned or unused by law will not be returned or restored.

5. PREPAID CARDS AND PRODUCT CODES

SNEI or its affiliates may provide prepaid cards that allow users to redeem content on Sony Online Services or fund the wallet. The value of a prepaid card contributes to the Limit. If you acquire a prepaid card that has a value that, when added to the wallet's existing balance, exceeds the Limit, you will not be able to apply the value of the prepaid card to the wallet until sufficient funds have been spent from the wallet to allow the sum of the full value of the prepaid card and wallet to be equal to or less than the Limit. Except as permitted by SNEI, the Master Account wallet will only accept prepaid cards with currency value from the same country as the one designated for the Master Account.

SNEI, its affiliates or third parties may provide product codes which can be used to access content, including promotional content. Product codes may not be available in all countries or to all users, and age restrictions may apply. Some product codes must be used before a specified expiration date and in accordance with specified terms and conditions. Unless otherwise stated, product codes may be used once only by the recipient and may not be transferred or sold to any other person.

SNEI is not responsible or liable for any claims arising as a result of prepaid cards or product codes, including any problems or defects in connection with prepaid cards or product codes. Your use of the prepaid card in the United States and Canada is subject to this Agreement's terms. Additional terms and conditions may accompany the prepaid card or the product code.

6. TRANSACTIONS

All transactions on any Sony Online Service are solely between you and SNEI. By completing a transaction through your Master Account or allowing a transaction to take place through an associated Sub Account, you are (i) agreeing to pay for all transactions made by the Master Account and its associated Sub Accounts, including recurring charges for subscriptions that are not cancelled; (ii) authorizing SNEI to deduct from the wallet and charge your credit card all applicable fees due and payable for all transactions made by the Master Account and its associated Sub Accounts; and (iii) agreeing to any applicable Usage Terms and the terms and conditions associated with use of the particular content or service. To the extent permitted by applicable law, all transactions are final upon their completion. Access to content is not transferable except as expressly allowed under applicable terms of service. Prior to completing a transaction, you are encouraged to review the description of the content or service you are licensing and the content itself, where available. SNEI reserves the right to deduct from the wallet any fee, penalty or other charge resulting from a Master Account holder's request to the Master Account holder's credit card company to reverse charges relating to a transaction. SNEI reserves the right to terminate the Master Account and all Sub Accounts associated with the Master Account for failure to complete transaction payments. In lieu of termination of the Master Account, SNEI may elect to provide a mechanism by which a Master Account may fund the wallet to prevent the Master Account and its associated Sub Accounts from being terminated. Except as otherwise

provided, all transactions are made in the currency of your country of residence. Features, specifications, prices, services and content are subject to change or withdrawal at any time and SNEI does not provide any refunds in the event of a price drop, a subsequent promotional offering or product removal. Special product, prices and promotions are no longer valid once they are changed or removed. Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you complete a transaction. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of the transaction. To the extent permitted by applicable law, all transactions are subject to the laws of the State of California, County of San Mateo.

You may be able to make transactions only with a designated Sony regional company which is determined by your country/area of residence. Your country/area of residence may be verified by your credit or debit card number and may be rejected if the information does not match. If you are a Master Account holder, you will receive an email summary for each transaction after it is made, if you have given us a valid, current, operational email address. Please print and retain these emails for your records. You can view your transaction history in the account management area.

Errors in listed prices, product descriptions, and associated terms and conditions may occur. If we discover an error in the price of items you have ordered, we will contact you. You will have the option of either reconfirming your order at the correct price or canceling it. If we are unable to contact you, your order will be cancelled.

Upon SNEI's confirmation of your transaction, you may access the item you ordered through your Sony Online Services account that you used to order the item, until such time as SNEI removes the item. We encourage you to download or access the item immediately after completing your transaction. You bear all risk of loss for accessing the content, including completing the download of any content, ensuring that you have the necessary capabilities to view the content, including content provided at high resolution/definition, and for any loss of content you have downloaded, including any loss due to a file corruption or hard drive crash. You are solely responsible if you do not choose to download or access the content before it is removed and for ongoing storage and safekeeping of the content. SNEI is not obligated to provide you with replacement copies for any reason.

If you do not have sufficient funds in your wallet to complete a transaction and you have previously entered your credit card information, we may automatically charge your credit card a minimum amount determined by SNEI ("Minimum Fee") to complete the transaction, even if the Minimum Fee exceeds the total amount of your order. Any difference between the Minimum Fee and the total amount of your order will be credited to your wallet. Additional procedures apply to subscription purchases. Please read Section 11 ("SUBSCRIPTIONS") of this Agreement for details. Payments for access to content or services are not refundable.

7. LICENSE RESTRICTIONS AND CONDITIONS

Except as stated in this Agreement, all content and software provided through Sony Online Services are licensed non-exclusively and revocably to you, your children and children for whom you are a legal guardian (collectively for purposes of this section, "You" or "Your"), solely for Your personal, private, non-transferable, non-commercial, limited use on a limited number of Authorized Devices in the country in which your account is registered. All intellectual property rights subsisting in Sony Online Services, including all software, data, and content subsisting in or used in connection with Sony Online Services, the Online ID and access to content and hardware used in connection with Sony Online Services (collectively defined as "Property"), belong to SNEI and its licensors. This license and all use or access to Property is expressly conditioned on your compliance with this Agreement's terms, other applicable agreements, if any, and all applicable copyright and intellectual property rights laws.

Your compliance with all of the following are express conditions of Your license to use or access the Property. You may not sell, rent, lease, loan, sublicense, modify, adapt, arrange, translate, reverse engineer, decompile, or disassemble any portion of the Property. Except as stated in this Agreement or as SNEI expressly permits by SNEI, you may not reproduce or transfer any portion of the Property. You may not create any derivative works, attempt to create the source code from the object code, or download or use any Property for any purpose other than as expressly permitted. You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism in connection with Sony Online Services, Authorized Devices, or any of the content or services offered through Sony Online Services. You may use the

Property only on Authorized Devices. You acknowledge that Sony Online Services and content or services provided through Sony Online Services may contain security or technical features that will prevent use of such content or services in violation of this Agreement. Property is not licensed to you for resale, public performance, display, distribution or broadcast. Except as this Agreement expressly grants, SNEI and its licensors reserve all rights, interests, and remedies in connection with Sony Online Services and the Property. Upon termination of this Agreement, Your Account, or license to any Property, You will immediately cease use of the Property and delete or destroy copies of the Property.

Additional terms and conditions, including use restrictions or requirements, may apply to a particular item. Use or license terms may vary depending on the item. Please read carefully all specific terms of use for a particular item or service before ordering. The restrictions to which a particular item or service is subject are in the sole discretion of SNEI or its licensors and are subject to change at any time. Use of the terms "own," "ownership," "purchase," "sale," "sold," "sell," "rent" or "buy" on or in connection with Sony Online Services shall not mean or imply any transfer of ownership of any content, data or software or any intellectual property rights therein from SNEI or its licensors to any user or third party. All other company, product, and service names and logos referenced on Sony Online Services are the marks, trade names, trademarks/service marks, and registered trademarks/ service marks ("Marks") of their respective owners. You may not use or reproduce any Marks without the owner's express written consent. You may not remove any proprietary notices or labels from any content.

8. VIDEO CONTENT

You may use either your SEN account or PSN account to order video content. Subject to this Agreement's terms and any additional terms and conditions for the particular item, SNEI licenses digitalized content, including television shows and movies ("Video Content") to account holders in select territories (currently the United States and Canada) for your personal, private, non-commercial viewing in your authorized territory, using a limited number of Authorized Devices during the authorized viewing period ("Authorized Term"). Video Content may be made available to you as a licensed copy for rental for a limited duration ("Licensed Rental Content") or a licensed copy for an indefinite duration ("Other Licensed Content"). Use of Video Content is subject to certain digital rights management rules and this Agreement's terms. Except for rights explicitly granted to you, all rights in the Video Content are reserved by SNEI and its licensors.

Licensed Rental Content will have a time period during which you can begin playback ("Rental Term"). The Rental Term for each Licensed Rental Content item will be displayed to you prior to finalizing your rental payment. Once you begin playback of your Licensed Rental Content, that content is viewable for up to 24 hours ("Rental Viewing Period"). After the Rental Viewing Period or Rental Term ends, whichever occurs first, you will not be able to view the Licensed Rental Content unless you obtain an additional license for that content.

You may select the Authorized Device on which you want to view your Licensed Rental Content, but you may view it on only one Authorized Device at a time. For Video Unlimited, you may view the content from any one of your Video Unlimited Devices, except that if the Licensed Rental Content is in high definition format, it may be viewed on only one Authorized Streaming Device. For PSN, you may view Licensed Rental Content from any one of your PSN Devices, except that if the Licensed Rental Content is in high definition format, it may be viewed on one PlayStation®3 computer entertainment system that is an Authorized Device. Licensed Rental Content may not be transferred between an Authorized Download Device and an Authorized Streaming Device. Because the PlayStation®3 computer entertainment system is both an Authorized Download Device and an Authorized Streaming Device, you may initiate a stream of Licensed Rental Content on your PlayStation®3 computer entertainment system and subsequently download that Licensed Rental Content to the same PlayStation®3 computer entertainment system. If you downloaded Licensed Rental Content to your PlayStation®3 computer entertainment system, you may not subsequently stream that Licensed Rental Content on your PlayStation®3 computer entertainment system. The Rental Viewing Period begins when you begin to stream the Licensed Rental Content or begin playback of a downloaded version of that content, whichever you do first. Once playback has started on an Authorized Streaming Device, you may not view that content using any other Authorized Device without a separate license payment. If you start Licensed Rental Content playback on an Authorized Download Device, the account that ordered the Licensed Rental Content may, during the Authorized Term, transfer that content to a limited number of Authorized Download Devices, as described below.

Licensed Rental Content in standard definition format downloaded onto a PlayStation®3 computer entertainment system may be transferred to up to three PSP® (PlayStation®Portable) systems. Licensed Rental Content in standard definition format downloaded onto a personal computer may be transferred to up to a total combination of three PSP® (PlayStation®Portable) systems and mobile telephones. Licensed Rental Content in standard definition format downloaded onto a PSP® (PlayStation®Portable) system may be transferred to up to one PlayStation®3 computer entertainment system and two personal computers. Licensed Rental Content in standard definition format downloaded onto a mobile telephone may be transferred to up to two personal computers. In each of the above cases, you may only transfer to one of the eligible Authorized Download Devices and following such transfer, the Licensed Rental Content will no longer be available on the sending Authorized Download Device. Licensed Rental Content in standard definition format downloaded on to a tablet may not be transferred to any other Authorized Device.

You may view Other Licensed Content for an unlimited number of times on Authorized Download Devices only. The account that ordered the Other Licensed Content may copy that content to a limited number of Authorized Download Devices, as described below.

Other Licensed Content in standard definition format downloaded onto a PlayStation®3 computer entertainment system may be copied for use on up to three PSP® (PlayStation®Portable) systems. Other Licensed Content in standard definition format downloaded onto a personal computer may be copied for use on up to a combination of three PSP® (PlayStation®Portable) systems and mobile telephones. Other Licensed Content in standard definition format downloaded on to a PSP® (PlayStation®Portable) system may be copied for use on up to one PlayStation®3 computer entertainment system and two personal computers. Other Licensed Content in standard definition format downloaded on to a mobile telephone may be copied for use on up to two personal computers. Other Licensed Content in standard definition format downloaded on to a tablet may not be transferred to any other Authorized Device. Other Licensed Content in high definition format may be viewed on only one PlayStation®3 computer entertainment system.

You may have the option to order Video Content in high definition and standard definition format. You acknowledge that delivery of content is dependent on variables not under SNEI's control, including the speed and availability of your broadband or network connection. You may experience delays or technical difficulties caused by or related to such variables. If you have ordered Video Content and view it using an Authorized Streaming Device, you may not be able to view content in the format that you have ordered due to such variables. To the extent permitted by law, you will not receive a refund or credit for any content that you are not able to view or have difficulty viewing due to such variables. We strongly encourage you to order content suitable for your viewing capabilities. You bear all responsibility for ensuring that you have the viewing capabilities to view content in the appropriate format or at all.

Proper activation of an Authorized Device by the account that ordered the Video Content is required for all downloads, transfers, copies and viewings. Video Content is connected to the account used to order that content. An account can activate no more than the maximum number of Authorized Devices, regardless of the number of copies of Video Content ordered. Video Content may not be transferred from one account to another. You may not exceed the total number of accounts on any Authorized Device. Please refer to <http://playstation.com/> and <http://sonyentertainmentnetwork.com/> for more information on the total number of permitted Sony Online Services accounts. SNEI reserves the right to limit the number of times an Authorized Device may be activated or deactivated.

Downloading or streaming is not permitted outside the Authorized Term. In addition, once Video Content has been downloaded or accessed, you will not be able to download it again without an additional license.

Some content such as movie trailers may not be representative of the actual feature presentation. Digitalized versions of some content may not be identical with the original formatted content or previously released versions of the same titled content.

Video output in certain formats may require additional equipment, sold separately.

9. COMIC CONTENT

Subject to the terms of this Agreement and any additional terms and conditions for the particular content, SNEI licenses to PSN account holders digital comic book content ("Comic Content") for your personal, private, non-commercial viewing in the United States on up to three activated PSP® (PlayStation®Portable) systems. Additional software for viewing Comic Content may be required. Except for rights explicitly granted here, all rights in Comic Content are reserved by SNEI and its licensors. Some Comic Content may not be identical with the original formatted content or versions of the same titled content not provided by SNEI.

10. MUSIC CONTENT

You may be given an opportunity to use Music Unlimited to receive music content ("Music Content") for your personal listening. Music Unlimited has certain features that are available without charge and other features that require you to pay fees in order for you to be able to use such features.

The compilation of Music Content available for listening and the features available on Music Unlimited may vary at any time. Certain features of and Music Content available through Music Unlimited are made available to you based upon where Music Unlimited determines you are physically located based upon your IP address. If you choose to use certain features of Music Unlimited, additional terms and limitations ("Additional Music Terms") may apply. Additional Music Terms or information about where to view Additional Music Terms are presented to you at either the time you choose to use those features or as part of the registration process necessary for you to use those features and you agree to be bound by Additional Music Terms.

Your ability to use Music Unlimited on Music Unlimited Devices may be dependent on you registering or providing certain information about Music Unlimited Devices or being connected online to the Internet and the playback or streaming of Music Content may be interrupted if you do not register, provide certain information about your Music Unlimited Devices or Music Unlimited Devices do not remain continuously connected online to the Internet. Some of Music Unlimited features require you to install and operate applications on some Music Unlimited Devices and failure to properly install and operate such applications will mean that you will not be able to use those features of Music Unlimited that rely upon such applications.

Music Content made accessible may only be played on one Music Unlimited Device at one time. Music Unlimited seeks to detect which Music Unlimited Device is receiving streamed Music Content and some of your Music Unlimited Devices may not receive streamed Music Content or may have a stream of Music Content terminated if Music Unlimited detects that you are playing streamed Music Content on another one of your Music Unlimited Devices.

You may elect to use features of Music Unlimited that will result in your historical use of Music Unlimited and music files on your Music Unlimited Devices being examined so that Music Unlimited can extract data about your use and other information about certain of your music files. This data is used to provide certain features of Music Unlimited to improve your experience using Music Unlimited and you consent to such music files and music history being examined.

No ownership rights in Music Content are transferred or assigned to you and all ownership rights in Music Content are retained by the owners of such rights. All rights granted to you regarding Music Content are granted to you personally and by license only. You are not given any rights to use any Music Content for any ringtones or in a manner that also requires a synchronization or public performance license with respect to the underlying musical composition of that Music Content. You are prohibited from reproducing, modifying, publicly broadcasting, repurposing or distributing any of the Music Content.

11. SUBSCRIPTIONS

SNEI may offer you the opportunity to purchase, order or download subscriptions that provide access to particular products or services for a specified period of time. Subscriptions renew automatically unless you cancel the subscription. The cost of each subscription will automatically be deducted from your wallet at the beginning of each subscription term without further notice to you. Subscriptions may not be shared among any PSN accounts, including the Master Account with its associated Sub Accounts.

Some subscriptions may be single-product- or service-specific, while other subscriptions may be comprised of several content items, services or features, which may include special offers, discounted, free, paid-for, exclusive or early access content or automatic download of selected

content. Individual content items and service within a composite subscription may also be offered for sale separately as a one-time order or single-product-specific subscription. Subscription charges may be increased at the end of each subscription term. As each product offering will have terms and conditions that vary, please review each product description, cost and subscription term carefully before order, payment or download. As with all orders, please print and retain a copy of your email order receipt for your reference.

SNEI may also offer a free trial period with some subscriptions. If you do not cancel your subscription before expiration of a trial period, your wallet will automatically be charged the cost of the subscription at the beginning of each subscription term without further notice to you. To avoid being charged, you must cancel your subscription prior to expiration. Please review all terms and conditions carefully before you accept any offer or promotion.

If you do not have sufficient funds in your wallet to cover the cost of your subscription at the time the subscription is renewed, the subscription will be cancelled unless the automatic funding feature on the Master Account is set to "ON." If the automatic funding feature on the Master Account is set to "ON," your credit card will be charged automatically the greater of the subscription cost or the Minimum Fee. Every time you or one of your associated Sub Accounts purchases, orders or downloads a new subscription, the automatic funding feature in the Master Account is set automatically to "ON." The Master Account holder may change this setting to "OFF" at any time. However, the setting will return to "ON" upon subsequent purchase, order or download of any subscription, so setting your automatic funding feature to "OFF" may not effectively cancel your subscription. In order to stop receiving a subscription and avoid being charged, you must cancel your subscription in the Account Management area.

If you no longer wish to receive your subscription, you must cancel your subscriptions via PSN account management or contact customer service at www.sonyentertainmentnetwork.com/support or the address located at the end of this Agreement. Cancellation will take effect at the beginning of the next subscription term. Except as otherwise stated in this Agreement, upon cancellation of your subscription or termination of the Master Account or Sub Account, you will not receive a refund or credit for any subscriptions for which you have paid. Further, you will not be able to access content or services provided in your subscription except as permitted by SNEI. Content that you downloaded onto a device and that was provided to you through a subscription at no additional cost beyond the subscription price may not be accessible. Game play information, including trophies earned during a trial offer, promotional period or subscription term may not be available.

12. MAINTENANCE AND UPGRADES

From time to time, it may become necessary to provide certain content to you to ensure that Sony Online Services and content offered through Sony Online Services, your PlayStation®3 computer entertainment system, the PSP® (PlayStation®Portable) system or other authorized hardware is functioning properly. Some content may be provided automatically without notice when you sign in. Such content may include automatic updates or upgrades which may change your current operating system, cause a loss of data or content or cause a loss of functionalities or utilities. Such upgrades or updates may be provided for system software for your PlayStation®3 computer entertainment system, the PSP® (PlayStation®Portable) system, or other authorized hardware. Access or use to any system software is subject to terms and conditions of a separate end user license agreement. You authorize SNEI to provide such content and agree that SNEI shall not be liable for any damages, loss of data or loss of functionalities arising from provision of such content or maintenance services. It is recommended that you regularly back up any archivable data located on the hard disk.

13. USER MATERIAL AND INFORMATION

SNEI will collect and share with its affiliate, Sony Computer Entertainment America LLC ("SCEA"), information relating to your participation in PSN, including your sign-in ID, friend's list, communications, purchase history and game play history (collectively, "Information") as well as your personally identifying information. You may have an opportunity to permit SNEI to share your Information relating to your participation in Sony Online Services with third parties. If you choose to do so, use or distribution of your Information on any third party website or service may be subject solely to that third party's terms of service and privacy policy. Before electing to share your Information, please be aware of the kinds of Information you will be sharing and review the third party's terms of service and privacy policy. SNEI may also provide your Information to its

subsidiaries or affiliates and vendors in order to provide you with the Sony Online Services. You hereby authorize SNEI to use, distribute, copy, display, and publish your information for any legitimate business purpose, including tournaments and ranking, without payment to you.

You will have the option to create, post, stream or transmit content such as pictures, photographs, game related materials, or other information through PSN to share with others ("User Material"), provided no rights of others are violated. To the extent permitted by law, you authorize and license SNEI a royalty free and perpetual right to use, distribute, copy, modify, display, and publish your User Material for any reason without any restrictions or payments to you or any third parties. You further agree that SNEI may sublicense its rights to any third party, including its affiliates and subsidiaries. You hereby waive all claims, including any moral rights, against SNEI, its affiliates and subsidiaries for SNEI or any third party's use of User Material to the extent permitted by applicable law. By creating, posting, streaming, or transmitting any User Material, you represent and warrant that you have the appropriate rights to use, create, post, distribute, and transmit User Material and to grant SNEI the foregoing license. You further agree to cooperate with SNEI in resolving any dispute that may arise from your Information or User Material. SNEI reserves the right to remove any Information or User Material at its sole discretion.

Some games played on or provided through PSN may have features that allow your information, including game play, Online ID, Friend's list, messages and related gaming information to be recorded by a user and distributed to any third party publicly, including users outside of PSN. You agree that any third party may record, use and distribute such information for any reason without any restrictions or compensation to you. Additional terms and conditions may apply, including SNEI's Privacy Policy, SCEA's Privacy Policy and the terms and conditions of any game publisher or service provider. Please review all terms carefully. If you do not want your information to be used, recorded or distributed, please do not play the game online through PSN.

Through your use of Sony Online Services, you may be provided with information about SNEI's or a third party's products or services. This information includes, but is not limited to, promotions, advertisements, product placements or marketing materials within Sony Online Services or a game, irrespective of whether the game is connected with or provided through PSN. You agree that SNEI and its partners and providers may collect information regarding your activities, access, or game play, and may use and distribute such information subject to the terms of SNEI's Privacy Policy or the policies of third parties where applicable. SNEI does not endorse any of the third party products or services advertised, promoted or marketed.

14. TERMINATION / CANCELLATION

If SNEI determines in its sole discretion that you or your associated Sub Accounts have violated any term of this Agreement, the Usage Terms, or any other terms and conditions connected with Sony Online Services or have otherwise injured or damaged the Sony Online Services community, SNEI may take all actions to protect its interests, including termination or suspension of your Sony Online Services account (both the Master Account and any associated Sub Accounts), automatic removal or blockage of content, implementation of upgrades or devices intended to discontinue unauthorized use, permanent or temporary disablement of any system or device through which you receive Sony Online Services or reliance on any other remedial efforts as necessary to remedy the violation. If the violation is in connection with content that you or your Sub Accounts have accessed, you must immediately cease use of such content and delete all copies from all of your devices. Upon termination of your account for any reason, you will not receive a refund for items (including subscriptions and pre-paid products or services), value accumulated on in-game items or any unused balance in your wallet except as required by law or as expressly provided in this Agreement. After your account is terminated, you will not be able to access Sony Online Services. Any game ranking or scores, or information in connection with Sony Online Services will not be retained or accessible by you or your associated Sub Accounts. In some situations, we may suspend or terminate your Master Account, but permit you to retain your associated Sub Accounts. If you do not terminate your Sub Accounts, you will be liable for all their acts. You may not alter any of the settings on your Master Account, including parental control settings placed on your Sub Accounts prior to the termination or suspension of your Master Account. Your Sub Accounts will be permitted to use the remaining funds in your wallet provided that the Sub Account has not exceeded the limit you placed on the Sub Account. Additionally, you will not receive further correspondence from SNEI about your Sub Accounts, including purchases made by your Sub Accounts. SNEI reserves the right to bring legal action and to participate in any government or private legal action or investigation relating to your conduct, which may require the disclosure of

your information. Unless as otherwise stated in this Agreement, SNEI, at its sole discretion, may indefinitely suspend, or discontinue any and all online access to content at any time, including for maintenance service or upgrades, without prior notice or liability.

15. BINDING INDIVIDUAL ARBITRATION

Purpose. The term "Dispute" means any dispute, claim, or controversy between you and any Sony Entity regarding any Sony Online Services or the use of any devices sold by a Sony Entity to access Sony Online Services, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section 15 (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" is to be given the broadest possible meaning that will be enforced. If you have a Dispute with any Sony Entity or any of a Sony Entity's officers, directors, employees and agents that cannot be resolved through negotiation within the time frame described in the "Notice of Dispute" clause below. Other than those matters listed in the Exclusions from Arbitration clause, you and the Sony Entity that you have a Dispute with agree to seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this Section 15, and not litigate any Dispute in court. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

Exclusions from Arbitration. YOU AND THE SONY ENTITIES AGREE THAT ANY CLAIM FILED BY YOU OR BY A SONY ENTITY IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 15. RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION 15, YOU MUST NOTIFY SNEI IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO 6080 CENTER DRIVE, 10TH FLOOR, LOS ANGELES, CA 90045, ATTN: LEGAL DEPARTMENT/ARBITRATION AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR PSN ACCOUNT NUMBER, IF YOU HAVE ONE, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ENTITY THROUGH ARBITRATION.

Notice of Dispute. IF YOU HAVE A DISPUTE WITH ANY SONY ENTITY, YOU MUST SEND WRITTEN NOTICE TO 6080 CENTER DRIVE, 10TH FLOOR, LOS ANGELES, CA 90045, ATTN: LEGAL DEPARTMENT/ARBITRATION, ATTN: SONY LEGAL DEPARTMENT: DISPUTE RESOLUTION" TO GIVE SNEI OR THE SONY ENTITY YOU HAVE A DISPUTE WITH THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If the Sony Entity you have a Dispute with does not resolve your Dispute within 60 days from receipt of notice of the Dispute, you or the Sony Entity you have a Dispute with may pursue your claim in arbitration pursuant to the terms in this Section 15.

Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND THE SONY ENTITY WITH WHICH YOU HAVE A DISPUTE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER IN A CLASS ACTION FILED ON OR BEFORE AUGUST 20, 2011.

Initiation of Arbitration Proceeding/Selection of Arbitrator. If you or the Sony Entity you have a Dispute with elect to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), www.adr.org, or JAMS www.jamsadr.com. The terms of this Section 15 govern in the event they conflict with the rules of the arbitration organization selected by the parties.

Arbitration Procedures. Because the software and/or service provided to you by the Sony Entity you have a Dispute with concern interstate commerce, the Federal Arbitration Act ("FAA") governs the arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than \$75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures") shall apply including the schedule

of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over \$75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to and negotiated in good faith with the Sony Entity you had a Dispute with as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to the Sony Entity you have a Dispute with or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. **Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.**

Location of Arbitration. You or the Sony Entity you have a Dispute with may initiate arbitration in either San Mateo County, California or the county in which you reside. In the event that you select the county of your residence, the Sony Entity you have a Dispute with may transfer the arbitration to San Mateo, County in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.

Severability. If any clause within this Section 15 (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Section 15, and the remainder of this Section 15 will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section 15 will be unenforceable, and the Dispute will be decided by a court and you and the Sony Entity you have a dispute with each agree to waive in that instance, to the fullest extent allowed by law. any trial by jury.

Continuation. This Section 15 shall survive any termination of this Agreement or the provision of Sony Online Services to you.

16. GOVERNING LAW AND JURISDICTION

YOU AND SNEI AGREE THAT THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ITS CONFLICT OF LAW RULES, GOVERN THIS AGREEMENT AND ANY DISPUTE BETWEEN YOU AND THE SONY ENTITIES. ANY DISPUTE NOT SUBJECT TO ARBITRATION AND NOT INITIATED IN SMALL CLAIMS COURT WILL BE LITIGATED BY EITHER PARTY IN A COURT OF COMPETENT JURISDICTION 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.

17. GENERAL LEGAL

SNEI, at its sole discretion, may modify the terms of this Agreement at any time, including imposing a fee for creating PSN accounts. By accepting this Agreement or by accessing Sony Online Services, you agree to be bound by all current terms of the Agreement. To access a printable, current copy of this Agreement, go to <http://www.sonyentertainmentnetwork.com/> on your personal computer. If material changes to this Agreement are made, you will be notified by e-mail or other communication when you sign in to Sony Online Services. If necessary, you will be given additional choices regarding such change(s). Your continued use of Sony Online Services, including use of your associated Sub Account(s), will signify your acceptance of these changes. If you do not accept material changes to the Agreement, contact us to terminate this Agreement and your account(s).

This Agreement shall inure to the benefit of the parties, including any successors in interest of SNEI. SNEI has the right to assign any and all of its rights and obligations hereunder to any affiliate(s) or to any company in the Sony family group of companies. In addition to the benefits obtained by Sony Computer Entertainment America LLC under Section 15, Sony Computer Entertainment America LLC is a third party beneficiary of this Agreement.

If any provision of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, that provision shall be severed and the remainder of the Agreement shall remain in full force and effect.

Except as otherwise required by applicable law, this Agreement shall be construed and interpreted in accordance with the laws of the State of California applying to contracts fully executed and performed within the State of California. Except as otherwise required by applicable law, both

parties submit to personal jurisdiction in the state courts of San Mateo County, California and the federal courts of the Northern District of California. In the event of litigation to enforce any part of this Agreement, all costs and fees, including attorney's fees, shall be paid by the non-prevailing party to the extent permitted by applicable law.

18. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

No warranty is given about the quality, functionality, availability or performance of Sony Online Services, or any content or service offered on or through Sony Online Services. All services and content are provided "AS IS" and "AS AVAILABLE" with all faults. SNEI does not warrant that the service and content will be uninterrupted, error-free or without delays. In addition to the limitations of liability in Sections 1, 2, 12 and 14 of this Agreement, SNEI expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SNEI assumes no liability for any inability to purchase, access, download or use any content, data or service. YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM SONY ONLINE SERVICES OR IN CONNECTION WITH THIS AGREEMENT AND SNEI'S MAXIMUM LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF OR ACCESS TO SONY ONLINE SERVICES SHALL BE LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE UNUSED FUNDS IN YOUR WALLET AS OF THE DATE OF TERMINATION. EXCEPT AS STATED IN THE FOREGOING SENTENCE, SNEI EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR DOWNLOADING ANY CONTENT TO YOUR PLAYSTATION®3 COMPUTER ENTERTAINMENT SYSTEM, THE PSP® (PLAYSTATION®PORTABLE) SYSTEM, BRAVIA® TELEVISION, SONY BLU-RAY® DISC PLAYER OR ANY HARDWARE DEVICE, OR USING OR ACCESSING SONY ONLINE SERVICES. UNLESS THIS PROVISION IS UNENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. Internet Service Provider fees are the full responsibility of the user. Authorized Devices sold separately.

PLEASE CONTACT SONY COMPUTER ENTERTAINMENT AMERICA LLC CONSUMER SERVICES FOR FURTHER INFORMATION OR QUESTIONS VIA OUR WEBSITE <http://us.playstation.com/support/ask/> OR BY PHONE AT 877-971-7669 OR AT THE FOLLOWING ADDRESS: SONY COMPUTER ENTERTAINMENT AMERICA LLC CONSUMER SERVICES DEPARTMENT, P.O. BOX 5888, SAN MATEO, CALIFORNIA, 94402-0888, UNITED STATES OF AMERICA. YOU MAY ALSO CONTACT US FOR FURTHER INFORMATION ON SEN VIA OUR WEBSITE <http://www.sonyentertainmentnetwork.com> OR BY PHONE TOLL FREE AT 855-999-7669 OR AT THE FOLLOWING ADDRESS SONY NETWORK ENTERTAINMENT INTERNATIONAL LLC CONSUMER SERVICE, 6080 CENTER DRIVE, SUITE 1000, LOS ANGELES, CALIFORNIA, 90045, UNITED STATES OF AMERICA.

IN ORDER TO CONTACT US BY PHONE FROM LATIN AMERICA, PLEASE USE THE FOLLOWING:

Argentina: 011-6770-7669

Brazil: 0800-880-7669 (from outside Brasilia) Brazil: 4003 7669 (inside Brasilia)

Chile: 800-261-800; (56)(2)7546333

Colombia: 01-800-550-7000

Mexico: 01800.759.7669

Peru: 0-801-1-7000; (51)(1)511-6100

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