

# **EXHIBIT W**

**PlayStation®Network: TERMS OF SERVICE AND USER AGREEMENT**

Version 4.0 (October 15, 2008)

**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 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," "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 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 not be 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.filmratings.com/> and [http://tv.guidelines.org/](http://tvguidelines.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://www.us.playstation.com/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/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**

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