

# EXHIBIT G

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

Version 5.00 (21 June 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 SONY COMPUTER ENTERTAINMENT'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 Hong Kong Limited ("SCEH") and can be accepted only by an adult 18 years (or 21 years if you are a Singapore resident, or 20 years if you are a Taiwan or Thailand resident) or older. By clicking the "ACCEPT" button yourself, you affirm that you are an adult 18 years (or 21 years if you are a Singapore resident, or 20 years if you are a Taiwan or Thailand resident) or older and that you are accepting and are agreeing to be bound by the terms of 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, the holders of all subordinate accounts ("Sub Accounts") that are attached to your master account. If you are under 18 years (or 21 years if you are a Singapore resident, or 20 years if you are a Taiwan or Thailand resident) you cannot accept this Agreement or open a Master Account. Instead, you must ask your parent or legal guardian to accept this Agreement and to open a Sub Account in your name.

This Agreement applies to services, software and content provided by SCEH 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, as well as any terms and conditions applicable to any product, service or content purchased or accessed by you on or through PSN as notified to you at the time of the purchase and/or access. You also consent to the terms of PlayStation®Network Privacy Policy.

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 Sony Computer Entertainment ("SCE") companies or any of its affiliates, subsidiaries, licensors, providers, partners, and users. You agree that you will not use any unauthorized hardware or software to access or use PSN.

**I. PSN ACCOUNT REGISTRATION**

PSN gives you the opportunity to participate in SCE's online community, play games online and purchase content and services, such as new levels for your favorite games, as well as game and subscriptions. 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. SCEH 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 and/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.

For users with Hong Kong as country / area of residence

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. However, 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 communication features. Correspondences from SCEH that relates to a Sub Account's purchases on PSN will be sent to the Sub Account holder and the associated Master Account holder. At its sole discretion, SCEH may send correspondences to the Master Account relating to the Sub Account's other activities on PSN.

A child under the age of 18 can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. You will not be charged a fee for creating a Sub Account. If you are creating a Sub Account for a child under the age of 16, you must provide your consent for SCEH to disclose, pursuant to SCEH'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. 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 PIN will be sent to the Master Account's email account with instructions to complete registration by entering the PIN into the Sub Account using a personal computer. By participating in PSN community activities and in-game activities, your child may receive communications from adults.

For users with Indonesia or Malaysia as country / area of residence

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. However, 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 communication features. Correspondences from SCEH that relates to a Sub Account's purchases on PSN will be sent to the Sub Account holder and the associated Master Account holder. At its sole discretion, SCEH may send correspondences to the Master Account relating to the Sub Account's other activities on PSN.

A child under the age of 18 can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. You will not be charged a fee for creating a Sub Account. By participating in PSN community activities and in-game activities, your child may receive communications from adults.

For users with Singapore as country / area of residence

If you are 21 years or older, you can create a Master Account for yourself. Each Master Account can create up to six (6) associated Sub Accounts. However, you are not permitted to create Sub Accounts for persons under the age of 21 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 communication features. Correspondences from SCEH that relates to a Sub Account's purchases on PSN will be sent to the Sub Account holder and the associated Master Account holder. At its sole discretion, SCEH may send correspondences to the Master Account relating to the Sub Account's other activities on PSN.

A child under the age of 21 can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. You will not be charged a fee for creating a Sub Account. By participating in PSN community activities and in-game activities, your child may receive communications from adults.

For users with Taiwan as country / area of residence

If you are 20 years or older, you can create a Master Account for yourself. Each Master Account can create up to six (6) associated Sub Accounts. However, you are not permitted to create Sub Accounts for persons under the age of 20 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 communication features. Correspondences from SCEH that relates to a Sub Account's purchases on PSN will be sent to the Sub Account holder and the associated Master Account holder. At its sole discretion, SCEH may send correspondences to the Master Account relating to the Sub Account's other activities on PSN.

A child under the age of 20 can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. You will not be charged a fee for creating a Sub Account. If you are creating a Sub Account for a child under the age of 20, you must provide your consent for SCEH to disclose, pursuant to SCEH'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. 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 PIN will be sent to the Master Account's email account with instructions to complete registration by entering the PIN into the Sub Account using a personal computer. By participating in PSN community activities and in-game activities, your child may receive communications from adults.

For users with Thailand as country / area of residence

If you are 20 years or older, you can create a Master Account for yourself. Each Master Account can create up to six (6) associated Sub Accounts. However, you are not permitted to create Sub Accounts for persons under the age of 20 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 communication features. Correspondences from SCEH that relates to a Sub Account's purchases on PSN will be sent to the Sub Account holder and the associated Master Account holder. At its sole discretion, SCEH may send correspondences to the Master Account relating to the Sub Account's other activities on PSN.

A child under the age of 20 can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. You will not be charged a fee for creating a Sub Account. By participating in PSN community activities and in-game activities, your child may receive communications from adults.

**Some content and services may not be appropriate for children under a certain age. Please check age ratings for content and services before accessing, downloading or purchasing. Not all content and services are rated. Some content is designed to be downloaded to your PlayStation®3 computer entertainment system or PSP® 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 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 Online Manual for more information.**

You must keep your password secret to prevent unauthorized use of your PSN account. We are not liable for unauthorized use of a PSN account.

Certain information, including your Online ID, any Online ID you create for your associated Sub Accounts, your "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.

## **2. PSN COMMUNITY**

Currently, no purchase is required to participate in general PSN community activities. Feel free 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**

As a condition of this Agreement, 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 SCEH, in its sole discretion, finds offensive, hateful or

- vulgar. This includes but is not limited to, any content or communication that SCEH 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, password 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 SCEH, 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 action, 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 other person (famous or otherwise), including another player, an SCEH employee, or an employee of a third party publisher.
  - You may not provide SCEH or any third party company with false or inaccurate information, including reporting false complaints to SCEH Customer 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 applicable laws, including but not limited to, copyright, trade mark, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, and the distribution of counterfeit software.
  - You may not use PSN in any way that harms SCEH or any of its affiliates, subsidiaries, licensors, service providers, partners or users.

- You may not otherwise misuse PSN.

Unless otherwise required by applicable law, there is no requirement or expectation that SCEH will monitor or record any online activity on PSN, including communications. However, SCEH reserves the right to monitor and record any online activity on PSN, and you give SCEH your express consent to record all of your activities on PSN. SCEH reserves the right to remove any content from anywhere on PSN at SCEH's sole discretion without notice. SCEH has no liability for any violation of this Agreement by you or holders of any Sub Accounts associated with your Master Account, or by any other player. You agree to indemnify SCEH against any claims or demands made against SCEH in connection with any violation by you or a holder of any Sub Accounts associated with your Master Account of this Agreement, and agree to hold SCEH harmless against any claim or demand that you may have as a result of or in connection with the violation of this Agreement by any other player.

#### 4. CONTENT AND SERVICES ON PSN

PSN provides you with the ability to buy and redeem a variety of content and services, including game-specific items, such as new gameplay levels and graphics, as well as game and subscriptions. All content and services available on PSN are provided by SCEH, including content created or published by third parties. However, we are not responsible for content and services posted, streamed or transmitted by other PSN users. Third parties, including publishers may administer some services, including delivery gameplay or customer service for certain games on SCEH's behalf. To enable third parties to provide such services, we must provide them with your personal information and if you are the Master Account holder, the personal information of the holder of an associated Sub Account. If you do not consent to allow us to share your personal information and the personal information of holders of Sub Accounts associated with your Master Account 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 and services, 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 prevail.

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. This Agreement shall apply to any such content.

#### 5. WALLET

For some countries, you can buy content and services from the PlayStation®Store and its associated in-game stores by using funds from a PSN online wallet. All purchases made through your Master Account and through Sub Accounts associated with your Account must be made through a PSN wallet set up for your 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 SCEH ("Limit"), using either (i) a credit or debit card; (ii) a pre-paid card where available; or (iii) other payment methods as approved by SCEH from time to time. SCEH reserves the right to refuse the 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-transferable. Wallet funds have no value outside PSN and can only be used to purchase content or services from SCEH. PSN wallet funds that are deemed abandoned or unused by law will not be returned or restored. Funds added to the wallet are non-refundable, except as otherwise permitted by applicable law. A request for refund of PSN Wallet Funds may be made in writing to SCEH at Suites 1501-1506, 15/F, Sun Life Tower, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong. An administration fee will be charged for any refund application made and processed by SCEH. SCEH is under no obligation to comply with any refund request including in circumstances where the PSN wallet funds are deemed to have been abandoned or unused at law or where the terms of this Agreement have not been complied with. Any refunds will be made by crediting your credit / debit card.

For users with Taiwan as country / area of residence

In accordance with Taiwan Government requirements relating to the issue of receipts for purchase of goods on the Internet, SCEH will cause its affiliated company, Sony Computer Entertainment Taiwan Limited (SCET), to issue a receipt within 10 days from the date of any PSN wallet top up (except for top ups using a pre-paid card). To obtain the receipt by post, please contact SCEH customer services at 0809 079 888 (TAIWAN), within 5 days from the date of PSN wallet top up, to confirm postal address and receipt content. If SCET does not receive a request for postal delivery of the receipt within 5 days from the date of the PSN wallet top up, the receipt will be donated to a charity designated by SCEH without further notice.

## 6. PREPAID CARDS

Each Master Account and its associated Sub Accounts will be subject to the Limit. If you acquire or purchase 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. Prepaid cards may be sold by authorized distributors or retailers and are the sole responsibility of authorized distributors and retailers. SCEH 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. Please contact the distributor or retailer from whom you purchased your prepaid card if you have any problems with your card.

## 7. PURCHASES AND TRANSACTIONS

All purchases and transactions on or through the PSN are solely between you and SCEH. 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 including recurring charges for subscriptions that are not cancelled; (ii) authorizing SCEH 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; (iii) agreeing to the current prevailing terms of this Agreement, as made available at <http://www.scei.co.jp/ps3-eula/>; and (iv) agreeing to any applicable Service Agreement and the terms of service associated with the particular content or services, subject to Paragraph 4 above. All sales are final upon the completion of your purchase, including purchase of subscriptions and other prepaid products or services. Purchased content or services are not refundable or transferable, and cannot be redeemed for cash or credit. SCEH reserves the right to deduct from the wallet any amount and associated fees resulting from any request by a Master Account holder to the Master Account holder's credit

card company to reverse the charges for a purchase made on or through the PSN. SCEH also reserves the right to terminate the Master Account and all Sub Accounts associated with the Master Account in these circumstances. In lieu of termination of the Master Account in such circumstances, SCEH 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 / area of residence. Features, specifications, prices, services and content are subject to change or withdrawal at any time and SCEH 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. All sales are subject to the laws of the Hong Kong Special Administrative Region, People's Republic of China.

You can make purchases only from a designated SCE 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, provided that 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 PSN Account Management area.

Although SCEH 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 and the purchase price will be refunded to your wallet.

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 SCEH (HKD40 if you are a Hong Kong resident, or RP4,000 if you are an Indonesia resident, or MYR15 if you are a Malaysia resident, or SGD10 if you are a Singapore resident, or TWD150 if you are a Taiwan resident, or THB300 if you are a Thailand resident) ("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.

For users with Taiwan as country / area of residence

As explained above, although all transactions are made in New Taiwan Dollars, all purchases and transactions on or through the PSN are solely between you and SCEH. Your credit card issuing company may treat such transactions as overseas transactions and may charge you overseas transaction fees or other related fees. Please enquire with your credit card issuing company before using your credit card for transaction.

## **8. PSN VOUCHERS AND PROMOTION CODES**

PSN provides you with the ability to redeem certain content and services using PSN vouchers. Each voucher will be subject to specific terms and conditions which will be communicated to you with the voucher. Vouchers may not be available in all countries or to all users, and age restrictions may apply. Unless otherwise stated, vouchers may not be transferred or sold to any other person.

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

## 9. GENERAL LICENSE RESTRICTIONS AND TERMS

All content and software provided through PSN are licensed non-exclusively and revocably to you and holders of your associated Sub Accounts (collectively for purposes of this section, "You" or "Your"), solely for Your personal, non-commercial use on the PlayStation®3 computer entertainment system, PSP® system and any other hardware devices authorized by SCE companies, subject to the terms of this Agreement. All intellectual property rights in the content and software, including content displayed, provided by or through PSN, and hardware used in connection with PSN (collectively defined as "Property"), belong to SCEH and its licensors and all use and/or access to such Property shall be subject to the terms of this Agreement and all applicable copyright and intellectual property laws. You must not sell, transfer, rent, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Property. You must not create any derivative works, attempt to create the source code from the object code, or download content or software for any purpose other than game play or other SCEH authorized use. Property is not licensed for resale or for public performance. Except as expressly granted in this Agreement, SCEH and its licensors reserve all rights, interests, and remedies in connection with PSN and/or the Property.

Additional terms of service and use may apply to particular content or services. Use may be restricted depending on the 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 SCEH 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 SCE companies or its licensors to any user or third party. All other company, product, and service names appearing on PSN are trade names, trade marks, or registered trade marks of their respective owners.

## 10. SUBSCRIPTIONS

SCEH 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 SCEH 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.

SCEH 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 PSN Account Management area.

If you no longer wish to receive your subscription, you must cancel your subscriptions via PSN account management. 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 SCEH. 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

From time to time, it may become necessary for SCEH to provide certain content or services to you to ensure that PSN, your PlayStation®3 computer system, PSP® system and/or other hardware devices authorized by SCE companies are functioning properly in accordance with SCEH guidelines. Some content or services may be provided automatically without notice when you sign into PSN. Without limitation, such content or services 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 system, PSP® system or other SCE-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.scei.co.jp/ps3-eula/>. You authorize SCEH to provide such content and services and agree that SCEH shall not be liable for any damages arising from the provision of such content or services.

## 12. PUBLIC INFORMATION

SCEH may provide all users with information relating to your game play. You hereby authorize SCEH 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 may have the option to post, stream or transmit pictures, photographs, game related materials, music, home video content or other information through or in connection with PSN to share with others ("User Material"). We may provide you with content to use in the creation of User Material. User Material created by you will belong to you, although any content provided by us will still belong to us and/or our licensors.

You authorize and sublicense SCEH the right to authorize anyone to use, distribute, copy, modify, display and publish your User Material in any manner or any medium without payment to you, and you hereby waive all claims, including any moral rights, against SCEH, its affiliates and subsidiaries for SCEH or any other third party's use of User Material and game play information, as applicable. You must not commercially exploit User Material without our consent. 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 SCEH the rights stated in the foregoing sentence. You further agree to cooperate with SCEH and its affiliates and subsidiaries in resolving any dispute that may arise from your posting, streaming or other transmission of User Material. SCEH reserves the right to refuse to post and/or to remove any User Material at its sole discretion without notice.

### 13. TERMINATION/ CANCELLATION

If SCEH 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, SCEH 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 reasonably necessary to prevent the use of pirated content or unauthorized exploitation of PSN or SCE resources. Upon termination for any reason, you will not receive a refund for purchased items (including subscriptions and pre-paid products or services), 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. SCEH 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 personal information (or the personal information of your associated Sub Account holders), to which you hereby give your consent. Unless as otherwise stated in this Agreement, SCEH, 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

SCEH, 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.scei.co.jp/ps3-eula/> 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 or by email. 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 and there are funds in your wallet prior to your refusal to accept material changes to the Agreement, those funds may be refunded to you, your account will be terminated and you will not be able to access PSN.

This Agreement shall be construed and interpreted in accordance with the laws of the Hong Kong Special Administrative Region, People's Republic of China. In the event of a dispute arising under or in relation to this Agreement, you submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region, People's Republic of China.

#### **15. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

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