

# TERMS OF SERVICE AND USER AGREEMENT

Version 12 (September 15, 2011)

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. ACCESS TO THE PLAYSTATION®NETWORK ("PSN") AND QRIOCITY™SONY ENTERTAINMENT NETWORK SERVICES ("QRIOCITYSEN") (COLLECTIVELY, "SONY ONLINE SERVICES") IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU CLICK THE "DO NOT ACCEPT" BUTTON, YOU WILL NOT BE ABLE TO ACCESS PSN OR QRIOCITYSEN.

THIS AGREEMENT CONTAINS LICENSE TERMS COVERING YOUR USE OF CONTENT. THIS AGREEMENT IS A CONTRACT BETWEEN YOU AND SONY NETWORK ENTERTAINMENT ~~AMERICA INC. ("SNEAINTERNATIONAL LLC ("SNEI")~~ AND CAN BE ACCEPTED ONLY BY AN ADULT OF LEGAL AGE OF MAJORITY IN THE COUNTRY IN WHICH YOUR SONY ONLINE SERVICES (PSN OR QRIOCITYSEN) ACCOUNT IS REGISTERED. If you are under the legal age of majority, your parent or legal guardian must 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 accept this Agreement. You also affirm that you accept 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").

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 ~~SNEA's~~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 [SNEASNEI](#), 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 [purchase 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 [SNEASNEI](#)-authorized download devices. "Authorized Streaming Devices" means activated select televisions, select Blu-ray® Disc players, PlayStation®3 computer entertainment systems and other [SNEASNEI](#)-authorized streaming devices. Through [SEN's Music Unlimited powered by Qriocity \(the "Qriocity-Music Service Unlimited"\)](#), 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 [SNEASNEI](#)-authorized devices ("[Qriocity-Music Unlimited Devices](#)"). Through [Qriocity for SEN's Video; Unlimited \("Video Unlimited"\)](#), you may [purchase 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 ~~and~~, select mobile telephones ~~and~~ [select tablets](#) that are Authorized Download Devices ("[Qriocity-Video Unlimited Devices](#)"). Through PSN, you may [purchase 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 [QriocitySEN](#) account. A [QriocitySEN](#) 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. [SNEASNEI](#) 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. [SNEASNEI](#) 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 ~~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 [SNEASNEI](#) that relates to a Sub Account's purchases will be sent to the mailbox of the associated Master Account. At its sole discretion, [SNEASNEI](#) 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 [SNEASNEI](#) to disclose, pursuant to [SNEA'sSNEI'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 [SNEASNEI](#) 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 [SNEASNEI](#) 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 [Qriocity 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/http://playstation.com/> and <http://qriocity.com/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. **SNEASNEI** 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 **SNEASNEI** or its affiliates, in their sole discretion, find offensive, hateful, or vulgar. This includes any content or communication that **SNEASNEI** 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 [SNEASNEI](#) 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 [SNEASNEI](#) 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 [SNEASNEI](#) or third party employee.
- You may not provide [SNEASNEI](#) 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, [SNEASNEI](#) is not responsible for monitoring or recording any activity on Sony Online Services, including communications, although [SNEASNEI](#) reserves the right to do so and you hereby give [SNEASNEI](#) your express consent to monitor and record your activities and communications. [SNEASNEI](#) reserves the right to remove any content and communication from Sony Online Services at [SNEA'sSNEI's](#) sole discretion without notice and to terminate any Sony Online Services Account through which violations of the Community Code of Conduct occur. [SNEASNEI](#) 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. [SNEASNEI](#) 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 [SNEASNEI](#), its affiliates, Sony Online

Services users or [SNEA's 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 [SNEA's SNEI's](#) Privacy Policy. [SNEA 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 [SNEA 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, [SNEA 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 [SNEA 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 ~~shall~~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

All access to content may only be purchased from [SNEA SNEI](#) using funds from a wallet associated with your Sony Online Services account. Your existing PSN wallet will be used ~~for to~~ purchase ~~of~~ content licenses or services offered on ~~Qrioicity~~SEN. You must transition your ~~Qrioicity~~SEN account to a PSN account ~~for purchase of to license~~ content or purchase services available on PSN. All ~~purchases~~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 [SNEA 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 [SNEA SNEI](#) and made available from time to time in each specific country. [SNEA 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 [SNEASNEI](#) 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

[SNEASNEI](#) 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 [SNEASNEI](#), the Master Account wallet will only accept prepaid cards with currency value from the same country as the one designated for the Master Account.

[SNEASNEI](#), 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.

[SNEASNEI](#) 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. ~~PURCHASES AND~~ TRANSACTIONS

All ~~purchases and~~ transactions on any Sony Online Service are solely between you and [SNEASNEI](#). 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~~transactions made by the Master Account and its associated Sub Accounts, including recurring charges for subscriptions that are not cancelled; (ii) authorizing [SNEASNEI](#) to deduct from the wallet and charge your credit card all applicable fees due and payable for all ~~purchases~~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 ~~sales~~transactions are final upon ~~their~~ completion ~~of your purchase, including purchase of rental content, subscriptions and other prepaid products or services~~. Access to content is not transferable except as expressly allowed under applicable terms of service. Prior to ~~your purchase~~completing a transaction, you are encouraged to review the description of the content or service you are ~~acquiring~~licensing and the content itself, where available. [SNEASNEI](#) 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.~~ ~~SNEA~~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 ~~pay for purchases.~~ ~~complete transaction payments.~~ In lieu of termination of the Master Account, ~~SNEA~~~~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 ~~SNEA~~~~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 ~~make complete~~ a ~~purchase.~~ ~~transaction.~~ In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of ~~purchase.~~ ~~the transaction.~~ To the extent permitted by applicable law, all ~~sale~~~~transactions~~ are subject to the laws of the State of California, County of San Mateo.

You may be able to make ~~purchase~~~~transactions~~ only ~~from~~~~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 ~~purchase~~~~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 ~~purchase~~~~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 ~~SNEA's~~~~SNEI's~~ confirmation of your ~~purchase,~~ ~~transaction,~~ you may access ~~to~~ the ~~purchased~~ ~~item~~ ~~will be made available to you~~ ~~you ordered~~ through your Sony Online Services account that you used to ~~purchase~~ ~~order~~ the item, until such time as ~~SNEA~~~~SNEI~~ removes the item. We encourage you to download or access ~~your~~ ~~purchased~~ ~~the~~ item immediately after ~~purchase.~~ ~~completing your transaction.~~ You bear all risk of loss for accessing ~~your~~ ~~the~~ content, including completing the download of any content, ensuring that you have the necessary capabilities to view ~~your~~ ~~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 ~~your~~ ~~the~~ content. ~~SNEA~~~~SNEI~~ is not obligated to provide you with replacement copies for any reason.

If you do not have sufficient funds in your wallet to ~~make complete~~ a ~~purchase~~ ~~transaction~~ and you have previously entered your credit card information, we may automatically charge your credit card a minimum amount determined by ~~SNEA~~~~SNEI~~ ("Minimum Fee") to ~~make complete~~ the ~~purchase~~ ~~transaction~~, even if the Minimum Fee exceeds the ~~cost~~ ~~total amount~~ of your

~~purchase order~~. Any difference between the Minimum Fee and the ~~cost~~total amount of ~~the purchase your order~~ will be credited to your wallet. Additional procedures apply to subscription purchases. Please read Section 11 ("SUBSCRIPTIONS") of this Agreement for details.

~~Purchases of~~Payments for access to content or services are not refundable.

## **7. ~~GENERAL LICENSE RESTRICTIONS AND~~ TERMS ~~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 ~~SNEA~~SNEI and its licensors. ~~All~~This license and all use or access to Property ~~shall be subject to this~~ expressly conditioned on your compliance with this Agreement's ~~terms of this Agreement~~, 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 ~~otherwise as SNEI~~ expressly permitted~~permits~~ by ~~SNEA in writing~~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. ~~The~~ Property is not licensed to you for resale, public performance, display, distribution or broadcast. Except as ~~expressly granted in~~ this Agreement, ~~SNEA 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 ~~purchase~~ requirements, may apply to a particular item. Use or license terms may ~~be more restrictive, vary~~ depending on the item. Please read carefully all specific terms of use for a particular item or service before ~~purchasing or using ordering.~~ The restrictions to which a particular item or service is subject are in the sole discretion of ~~SNEA~~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 [SNEASNEI](#) 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 [QriocitySEN](#) account or PSN account to [purchase](#) video content. Subject to this Agreement's terms and any additional terms and conditions for the particular item, [SNEASNEI](#) licenses digitalized content, including television shows and movies ("Video Content") to account holders in select territories (currently the United States and Canada) ~~you~~ 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 ~~purchase~~ ("~~Sold~~ [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 [SNEASNEI](#) 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 [purchase](#) an additional license for that content. ~~Rental Content may not be reproduced.~~

You may select the Authorized Device on which you want to view your [Licensed Rental Content](#), but you may view it on only one ~~(1)~~ Authorized Device at a time. For ~~Qriocity for~~ Video [Unlimited](#), you may view ~~your~~ the content from any one of your ~~Qriocity~~ Video [Unlimited](#) Devices, except that if the [Licensed Rental Content](#) is in high definition format, it may be viewed on only one ~~(1)~~ Authorized Streaming Device. For PSN, you may view ~~your~~ [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 ~~(1)~~ 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 ~~purchase~~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 ~~(3)~~ 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 ~~(3)~~ 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 ~~(1)~~ PlayStation®3 computer entertainment system and two ~~(2)~~ personal computers. Licensed Rental Content in standard definition format downloaded onto a mobile telephone may be transferred to up to two ~~(2)~~ personal computers. In each ease 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 ~~Sold~~Other Licensed Content for an unlimited number of times on Authorized Download Devices only. The account that ~~purchase~~ordered the ~~Sold~~Other Licensed Content may copy that content to a limited number of Authorized Download Devices, as described below.

~~Sold~~Other Licensed Content in standard definition format downloaded onto a PlayStation®3 computer entertainment system may be copied for use on up to three ~~(3)~~ PSP® (PlayStation®Portable) systems. ~~Sold~~Other Licensed Content in standard definition format downloaded onto a personal computer may be copied for use on up to a combination of three ~~(3)~~ PSP® (PlayStation®Portable) systems and mobile telephones. ~~Sold~~Other Licensed Content in standard definition format downloaded on to 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~~Other Licensed Content in standard definition format downloaded on to a mobile telephone may be copied for use on up to two ~~(2)~~ personal computers. ~~Sold~~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 ~~(1)~~ PlayStation®3 computer entertainment system.

**You may have the option to ~~purchase~~order Video Content in high definition and standard definition format. You acknowledge that delivery of content is dependent on variables not under ~~SNEA's~~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 ~~purchase~~ordered Video Content and view it using an Authorized Streaming Device, you may not be able to view ~~your~~ content in the format that ~~you've purchased~~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 **purchaseorder** 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 **purchaseordered** the Video Content is required for all downloads, transfers, copies and viewings. ~~Purchase of~~ Video Content is connected to the ~~purchase~~-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 **purchaseordered**. 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://qriocitysonyentertainmentnetwork.com/> for more information on the total number of permitted Sony Online Services accounts. **SNEASNEI** 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 **purchaselicense**.

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, **SNEASNEI** 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)-systems**. Additional software for viewing Comic Content may be required. Except for rights explicitly granted here, all rights in Comic Content are reserved by **SNEASNEI** 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 **SNEASNEI**.

## 10. MUSIC CONTENT

You may be given an opportunity to use ~~the Qriocity~~-Music **ServiceUnlimited** to receive music content ("Music Content") for your personal listening. ~~The Qriocity~~-Music **ServiceUnlimited** 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 ~~the Qriocity~~-Music **ServiceUnlimited** may vary at any time. Certain features of and Music Content available through ~~the Qriocity~~-Music **ServiceUnlimited** are made available to you based upon

where ~~the Qriocity-Music ServiceUnlimited~~ determines you are physically located based upon your IP address. If you choose to use certain features of ~~the Qriocity-Music ServiceUnlimited~~, 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 ~~the Qriocity-Music ServiceUnlimited~~ on ~~Qriocity-Music Unlimited~~ Devices may be dependent on you registering or providing certain information about ~~the Qriocity-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 ~~Qriocity-Music Unlimited~~ Devices or ~~Qriocity-Music Unlimited~~ Devices do not remain continuously connected online to the Internet. Some of ~~the Qriocity-Music ServiceUnlimited~~ features require you to install and operate applications on some ~~Qriocity-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 ~~the Qriocity-Music ServiceUnlimited~~ that rely upon such applications.

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

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

**SNEASNEI 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 purchaseorder 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 purchaseorder, payment or download. As with all purehasorders, please print and retain a copy of your email purchase-receiptorder receipt for your reference.**

SNEASNEI 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 [http://qrioicity-en-us.custhelp.com/app/answers/detail/a\\_id/5](http://qrioicity-en-us.custhelp.com/app/answers/detail/a_id/5) [www.sonyentertainmentnetwork.com/support](http://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 SNEASNEI. Content whiehthat you downloaded onto a device and whiehthat 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 [SNEASNEI](#) to provide such content and agree that [SNEASNEI](#) 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

[SNEASNEI](#) 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 [SNEASNEI](#) 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. [SNEASNEI](#) 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 [SNEASNEI](#) 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 [SNEASNEI](#) 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 [SNEASNEI](#) may sublicense its rights to any third party, including its affiliates and subsidiaries. You hereby waive all claims, including any moral rights, against [SNEASNEI](#), its affiliates and subsidiaries for [SNEASNEI](#) 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

[SNEASNEI](#) the foregoing license. You further agree to cooperate with [SNEASNEI](#) in resolving any dispute that may arise from your Information or User Material. [SNEASNEI](#) 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 [SNEA'sSNEI'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 [SNEA'sSNEI'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 [SNEASNEI](#) 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 [SNEA'sSNEI's](#) Privacy Policy or the policies of third parties where applicable. [SNEASNEI](#) does not endorse any of the third party products or services advertised, promoted or marketed.

#### **14. TERMINATION / CANCELLATION**

If [SNEASNEI](#) 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, [SNEASNEI](#) 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 SNEASNEI about your Sub Accounts, including purchases made by your Sub Accounts. SNEASNEI 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, SNEASNEI, 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, 10<sup>TH</sup> 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, 10<sup>TH</sup> 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 LEGAL 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.**

SNEA 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](http://www.adr.org), or JAMS [www.jamsadr.com](http://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](http://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, excerpt 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 ~~SNEA. SNEASNEI.~~ **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 ~~California and further agree that any dispute arising from or relating to this Agreement shall be brought in a court within 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.

## **1618. 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.

**SNEASNEI** 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, **SNEASNEI** expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement.

**SNEASNEI** 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 SNEA'SSNEI'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, SNEASNEI 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://www.us.playstation.com/Corporate/ContactUssupport/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 ~~QRIOCITYSEN~~ VIA OUR WEBSITE <http://www.qriocitysonyentertainmentnetwork.com/support> OR BY PHONE TOLL FREE AT 855-~~774-6248~~OR~~999-7669~~ OR AT THE FOLLOWING ADDRESS SONY NETWORK ENTERTAINMENT ~~AMERICA-INC.INTERNATIONAL LLC~~ CONSUMER SERVICE, ~~SONY NETWORK ENTERTAINMENT INTERNATIONAL LLC~~, 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