PLAYSTATION TERMS OF SERVICE

1. ABOUT THESE TERMS

1.1. Please read this entire agreement and indicate whether you accept its terms. It is a contract between you and Sony Interactive Entertainment LLC ("SIE," "we," "our," and "us"). Hereafter, referred to as the "Agreement" or "Terms".

1.2 SIE provides a broad range of PlayStation services including PlayStation Store, PlayStation Plus, PlayStation Video, and those other websites, products and services that SIE, and its affiliates offer through or in connection with the access and use of your account for PlayStation (the "Services" or "PlayStation Services").

1.3 Access to and use of PlayStation Services is expressly conditioned upon acceptance of this Agreement. You accept this Agreement by creating an account for PlayStation ("Account"), by making a purchase on the PlayStation Store, or through any other use of PlayStation Services, or by continuing to use Services after being notified of a change to these Terms. If you do not agree to these Terms, you will not be able to access or use PlayStation Services.

1.4. PLEASE CAREFULLY READ THE BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 14. IT AFFECTS HOW DISPUTES ARE RESOLVED BETWEEN YOU AND SIE (AND ITS CURRENT OR FORMER AFFILIATES, PARENTS, OR SUBSIDIARIES), AND INFORMS YOU OF YOUR OPT-OUT RIGHTS.

NOTE: Depending on where you reside, you may have rights under applicable local laws that cannot be limited or waived. Nothing in this Agreement limits any such rights under those local laws.

1.5. To accept these Terms, you represent that you are at least 18 years of age and have reached the legal age of majority in the country in which your account is registered.

If you are younger than 18 or have not yet reached the legal age of majority in the country in which your account is registered, you must have reviewed these Terms with your parent or guardian and they have agreed to be bound by these Terms in order for you to use PlayStation Services. Before you begin to use your Account, ask your parent or guardian to explain these Terms to you. We also encourage you to review the Rules for Younger Players at https://www.playstation.com/legal/rules/.

1.6. In addition to this Agreement, the following additional terms apply and form part of your contract with us: (a) the System Software License Agreement, which governs the use of the software embedded in a PlayStation-branded device such as, but not limited to, PlayStation 3, PlayStation Vita, PlayStation 4, or PlayStation 5 system (a "PlayStation Device"); (b) the PlayStation Software Application End User License Agreement found at https://www.playstation.com/Software_EULA (which is the end user license for your use of any PlayStation game software as well as any game software developed to operate on a PlayStation Device and offered by any other publisher); and (c) if you purchase physical goods from the PlayStation Store, the PlayStation Physical Goods Terms of Purchase (which governs your purchase of physical goods from the PlayStation Store). Copies of these documents can be found at www.playstation.com/legal. We may also require that you agree to additional content, software or service specific terms or policies ("Usage Terms") in order to access other services or products made available with or through the Services. By accessing those services or products, you agree that the applicable Usage Terms become part of this Agreement and govern your access and use of those services or products.

1.7. By accepting this Agreement, you affirm that you: (a) are at least 18 years of age and have reached

the legal age of majority; (b) that you have read this Agreement and agree to abide by its terms and the other terms incorporated into it by reference; (c) that you have reviewed and acknowledge the PlayStation Privacy Policy (found at: www.playstation.com/legal); and (d) you have reviewed and acknowledge the Code of Conduct (found at: https://www.playstation.com/support/account/community-code-of-conduct/).

If you are accepting this Agreement on behalf of a child under 18 ("child"), you also (a) represent that you are the parent or legal guardian of the child; (b) affirm that you accept this Agreement and acknowledge the PlayStation Privacy Policy on behalf of your child; and (c) accept all liability for their actions on the Services and compliance with these Terms.

1.8. Breach of these Terms by you or your Child (if accepting these Terms on behalf of a child) may result in the temporary or permanent suspension of your console or your Account, including any accounts you may have set up for a child under 18 ("Child Accounts") under your Account, and loss of access, or restricted access, to the content associated with those Accounts. See Section 12 for more information.

2. THIRD-PARTY SERVICES

2.1. We may also provide access (paid or unpaid) to content, products, or services offered by publishers or entities other than SIE and its affiliates ("Third-Party Services"). When you use PlayStation Services or your Account to access Third-Party Services, these Terms and any applicable Usage Terms will govern your use of that Third-Party Service. Any such Third-Party Services may also require you to accept additional and separate terms and conditions that govern your use of those Third-Party Services ("Third-Party Terms"). Any violation by you of such Third-Party Terms may also be deemed a violation of these Terms.

2.2. PlayStation Content includes the games, music, movies, services (including PlayStation Services and Third-party Services), virtual currency, vouchers, virtual communities, and other digital products, features, or content made available to you by PlayStation ("Content" or "PlayStation Content"). Availability of PlayStation Services and , Content may vary depending on which PlayStation Device or other device you are using to access our Services, and is subject to change at any time. Some PlayStation Services and Content may not be available or supported in your country or language. Additional purchases may be required to access certain PlayStation Content or Services.

2.3. SIE does not endorse Third-Party Services promoted or marketed on PlayStation or through PlayStation Content.

3. ACCOUNT CREATION, USAGE AND SECURITY

3.1. All information provided during Account creation, and during the use of your Account, must be accurate and complete. We reserve the right to suspend, terminate or restrict any Account (including as stated in Section 12.2 of this Agreement) that uses or was created using false information, or that we determine was created or used for a purpose that violates this Agreement.

3.2. During Account creation you must select the country or region of your residence and in which your account will be registered in. Once your account is created, you will not be able to change the country or region code associated with your account.

3.3. All users should safeguard their Account sign-in ID, password, passkey, or other authenticating information and take steps to prevent access to your Account by other persons on any shared devices.

3.4. If we believe your Account has been compromised, we may take actions to protect you and SIE.

Such actions may include resetting passwords or revoking passkeys; canceling subscriptions; suspending accounts or restricting Account activities or access. We may also upload updates to your PlayStation Devices to stop unauthorized use of your Account or prevent PlayStation Devices from connecting to PlayStation Services.

3.5. SIE has the right to deny the creation of any Account, for any reason, in its sole discretion.

3.6. We may request identifying documentation or information from you as part of your Account creation (or at any time thereafter) in order for you to create an Account or for us to provide certain offerings, functionality, or features to you; if we have a reasonable suspicion of fraud, illegal activity, that your Account may have been compromised, or that you or your Account is in violation of these terms; to avoid harm to SIE, its affiliates, licensors, or players; or as may be required by law. We reserve the right to suspend, terminate, or restrict your Account and PlayStation Device, and your participation in or access to offerings, functionality, or features, if you do not provide such documentation or information, or based on our review of such documentation and information.

4. CHILD ACCOUNTS AND PARENTAL CONTROLS

4.1. If you are the parent or legal guardian of a child who will access PlayStation Services, you are responsible for creating a Child Account for them. If you have more than one child, you will need to create a separate Child Account for each one. In order to create a Child Account, you will first need to set up an Account for yourself.

4.2. A Child Account must meet certain age requirements. More information about creating and managing Child Accounts is available at www.playstation.com/support.

4.3. Some content on PlayStation may be inappropriate for younger users. We offer a variety of settings which you can use to tailor a Child Account's experience and activities on PlayStation as may be appropriate for their age ("Parental Controls"). Visit www.playstation.com/safety to learn how to set up Parental Controls.

4.4. Parental Control features and restriction settings differ based on the device you use to access PlayStation, and are subject to availability, including availability in the country in which your Account is registered. Some content that you access on your PlayStation Device or via tablet, cell phone, or other device may be accessible by all users of that system or device, and Parental Controls on those devices may not apply to certain types of content.

4.5. Parental Controls may allow you to restrict a Child Account's access to certain rated game and video content by using restrict-content settings. However, not all content is rated, and Parental Controls may not apply to unrated content. In some cases, third parties provide the content ratings or descriptions for items, and we cannot guarantee the accuracy or completeness of that information.

4.6. Parental Controls allow you to set a monthly spending limit for Child Accounts. The default spending limit is zero. If you choose to increase the spending limit on a Child Account you are (a) representing that your child understands that they will be charged the listed price for any purchase they make; (b) agreeing that you approve their ability to make purchases through their Account; and (c) agreeing to pay for all purchases up to the approved monthly spending limit.

4.7. Parental Controls set other restrictions for your child's Account, including control of communication features and online accessibility. More information about Parental Controls is available through your Account settings pages and in our online user guides. Please visit our PlayStation Safety page at www.playstation.com/safety for information on what Parental Controls are available on your PlayStation Device.

4.8. As the parent or legal guardian of a Child with an account for PlayStation, you are responsible for monitoring your Child's access to and use of PlayStation Services, as well as any communications made or received by your Child through PlayStation Services. You are also responsible for the use of your Account by your Children or others that may have access to your Account or PlayStation Device.

4.9. You are responsible for explaining these Terms to your Child, especially the Code of Conduct in Section 5 ("Code of Conduct"), and ensuring they understand how to behave when interacting with PlayStation Services. If your Child violates these Terms, we may take moderation action against the Account, Child Account, or console (see Section 12 for more information).

4.10. Your child can also review our Rules for Younger Players at https://www.playstation.com/legal/rules/. The Rules do not contain the full Terms, but they highlight the most important parts for our younger users.

5. CODE OF CONDUCT

5.1. Code of Conduct.

The Code of Conduct, which is incorporated by reference herein, sets out what behavior we expect from you when using your Account. By accepting this Agreement, you affirm that you, and, if applicable, your parent or legal guardian, have reviewed and acknowledge the Code of Conduct, which can be found at https://www.playstation.com/support/account/community-code-of-conduct/.

5.2. We are not responsible for monitoring or recording any activity or communications on PlayStation our services, although we may do so in order to investigate violations of or enforce this Agreement, or to protect the rights and property of SIE, its partners, and customers. We are not liable for any violation of this Agreement by you or by any other PlayStation user. Violations of our Code of Conduct may result in moderation action taken against your Account and PlayStation Devices (see Section 12 for more information). We may also notify law enforcement (or another appropriate government agency) if the breach involves a threat to the life or safety of yourself or others, or any other activity that we believe to be unlawful. If you are rude to, or abuse or threaten, our employees, agents, or representatives, in addition to any other actions we may take under this Agreement, we may restrict you from contacting us by email or refuse to provide you with any further consumer support.

6. USER INFORMATION AND USER GENERATED CONTENT

6.1. User Information.

We may provide functionality allowing you to share information relating to your presence on PlayStation, in including your name, sign-in ID, Online ID, profile, pictures, friends list, communications and interactions (including by voice), activities, and information on your gameplay, purchases made and content viewed (collectively, "User Information"), or to recommend your favorite Content. Only share User Information with friends who you know want to receive it, and whose age is appropriate for the Content you are sharing.

You may have an opportunity to share or permit us to share your User Information relating to your Account or activities via Third-Party Services. If you choose to do so, use or distribution of your Information on any Third-Party Service may be subject solely to that third party’s terms of service and privacy policy; please review those documents before sharing your Information. You hereby authorize us to use, distribute, copy, display, and publish your User Information, without payment to you.

Some Content may have features that allow your User Information to be recorded by a user and

distributed to any third party publicly, including users outside of our Services. You agree that any third party may record, use, and distribute your information for any reason without any restrictions or compensation to you. Additional terms may apply, including the terms 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 use or access our Services.

6.2. User Generated Content.

We may provide functionality that allows you to create, post, or transmit content such as text, messages, comments, screenshots, pictures, photographs, voice, music, videos, streams, gameplay and game-related information and other materials created by you or others, and/or shared by you or others, via our Services or select Third-Party Services ("UGC"). By utilizing such functionality, you grant SIE a royalty-free, perpetual, global license to use, distribute, copy, modify, display, and publish your UGC for any reason, without further notice or payment to you or any third parties. You further authorize SIE to sublicense its rights to any third party, including its affiliates. You hereby waive, to the extent permitted by applicable law, all claims, including any moral or patrimonial rights, against SIE, and its affiliates for SIE's, its affiliates, or any third party's use of UGC. By creating, posting, streaming, or transmitting any UGC, you represent and warrant that you have the appropriate rights to use, create, post, distribute, and transmit UGC and to grant the foregoing license, and that doing so does not infringe the rights of any third party or violate any law.

6.3. We reserve the right to suppress, block, hide, remove, or delete any User Information or UGC at our discretion, and to report any illegal UGC and related User Information to the appropriate authorities.

6.4. You agree to cooperate in resolving any dispute that may arise from your User Information or UGC.

7. VIRTUAL WALLET

7.1. Your Account has an associated virtual wallet, which can store funds from an outside payment method (e.g., credit card, PayPal Account), or from vouchers or prepaid card redemptions ("PlayStation Store Wallet" or "Wallet"). Child Accounts that are associated with your Account do not have a separate wallet. All purchases made by any associated Child Accounts will be made through your PlayStation Store Wallet.

7.2. Wallet Funds have no value outside PlayStation Store and can only be used to make purchases through PlayStation Store or certain Third-Party Services. You can only hold a certain maximum amount of funds in your wallet as determined by us ("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 us and made available from time to time in each specific country.

7.3. FUNDS ADDED TO THE PLAYSTATION STORE WALLET ARE NON-REFUNDABLE AND NON-TRANSFERABLE EXCEPT WHERE THE LAW REQUIRES. WE HAVE NO OBLIGATION TO REVERSE OR REFUND UNAUTHORIZED CHARGES MADE USING ANY PAYMENT METHOD TO FUND THE WALLET. WALLET FUNDS THAT ARE DEEMED ABANDONED OR UNUSED BY LAW WILL NOT BE RETURNED OR RESTORED.

8. PLAYSTATION STORE

8.1. Payment Methods

You can pay for purchases on PlayStation Store using supported payment methods we may identify as acceptable on the Store, as may be updated from time to time, and which may include payment through your account with a third party (an "Approved Payment Method"). If you delete or close your Account,

you may lose access to and use of any purchased Content.

8.2. Account Linking.

If a third party publishes a product you purchase, you may need to associate or link your Account to an account with that third party to use that product. The product may become linked to that third-party account as well as the purchasing account. If you unlink the third-party account from your account for PlayStation, or if your third-party account is closed or deleted, you may lose access to the product.

8.3. Purchase Terms.

If you are purchasing a digital item, by completing a transaction through your Account or allowing a transaction to take place through an associated Child Account, you are (i) agreeing to pay for all transactions made by you or your children; (ii) authorizing SIE to deduct from the PlayStation Store Wallet and charge your Approved Payment Method all fees due and payable for all your transactions; and (iii) agreeing to the terms of this Agreement, including any applicable Usage Terms or Third-Party Terms associated with use of the particular product. All transactions may be deemed to be governed by law and regulatory requirements applicable at the time the transaction was completed.

For any purchases of physical items (such as a PlayStation Device, a controller or a boxed game) the PlayStation Physical Goods Terms of Purchase will apply to your purchase (in addition to these Terms). You should review the PlayStation Physical Goods Terms of Purchase terms before completing your purchase of physical items, as they include important information details about how we deliver physical items to you and the rules that apply to your purchase of physical items, including your cancellation and refund rights. You can access the PlayStation Physical Goods Terms of Purchase at playstation.com/Terms.

8.4. No Resale or Commercial Use.

You must be an end user to purchase from PlayStation Store. Resellers, as determined by us in our sole discretion, are prohibited. When you order or purchase a product from PlayStation Store, you buy a personal license to use that product for private, non-commercial use. That license is not transferable unless your local applicable laws say it must be. This means you can use a product in the ways described in the license, but do not own the product.

8.5. Cancellations and Refunds.

All purchases from the PlayStation Store are final and non-refundable except as stated in this Agreement or the then-current PlayStation Store Cancellation Policy (found at: https://www.playstation.com/legal/cancellation-policy).

8.6. Pre-orders and Bundles.

You may have the option to order certain product in the form of bundles (such as seasons of television series) or a pre-order. You will be charged for the product at the time of the order, but some portion of the product may not be available until the listed release date.

8.7. Safeguarding Payment Transactions.

To help protect your Account from unauthorized payment transactions, you may have the option to enable an Account setting that requires a password or other authentication methods, such as passkey, to complete payment transactions on some devices. As applicable, enable this function to prevent others who may use the same device from being able to make purchases or access your payment information. However, enabling some authentication methods may consequently disable "Require Password at

Checkout" and your current 2-step verification (such as through your authenticator app or SMS), or require additional information to authorize and complete the transaction. We have no liability for any unauthorized usage of any Account.

8.8. Fees and Other Charges.

You are responsible for all bank fees related to any transactions or failed transactions (e.g., chargebacks from your bank or credit card provider) initiated by you or your children, including domestic and international transaction fees. We may suspend your console or Account (including any associated Child Accounts) for failure to pay transaction fees. We may also elect to provide a mechanism by which you fund the wallet associated with your Account to prevent your Account (and any associated Child Accounts) from being terminated.

8.9. Price Drops and Errors.

The price applicable to your transaction will be the price that was in effect at the time of the transaction. If the price for any content or services you purchased temporarily or permanently drops, you will not be entitled to a refund (unless your purchase independently qualifies for a refund under the PlayStation Store Cancellation Policy).

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 automatically cancelled.

8.10. Sales Offers and Promotions.

We may conduct promotions that offer discounts when you purchase certain items or purchase multiple qualifying items. Promotional offers may be subject to additional terms and conditions. Special products and sales prices and promotions are no longer valid once they are changed or removed, or after any end date or time specified in the offer.

8.11. Subscriptions.

We may offer you the opportunity to purchase subscriptions (which may also be referred to as "memberships" or "services") that provide access to certain content, products, or services for a specified period of time. If your subscription is ongoing and renews automatically, you will be charged the applicable subscription fee automatically at the frequency you chose at purchase until you cancel If your wallet doesn’t have enough funds when an automatic recurring subscription payment is due, the balance will be automatically funded from your default Approved Payment Method on file to cover the subscription fee.

Upon cancellation of a subscription, you will not be able to access content or services provided with your subscription except as permitted by us. Content that you downloaded onto a device and that was provided to you through a subscription at no additional cost beyond the subscription price may not be accessible. Gameplay information, including trophies earned during a trial offer, promotional period or subscription term may not be available. Further information about managing your subscriptions is available at www.playstation.com/support.

Subscriptions may come with their own usage terms and/or privacy policy. Please make sure to read these agreements carefully before you subscribe.

8.12. Free Trials.

Unless otherwise stated at the time of purchase, free trials will automatically convert into ongoing paid

subscriptions at the end of the trial period. To avoid being charged, you must cancel your subscription prior to the expiration of the trial period. Please review all applicable terms carefully before you sign up for a free trial.

8.13. Virtual Items.

"Virtual Items" includes any virtual currency, goods, or effects such as coins, points, tokens, gold, gems, weapons, vehicles, buffs, power-ups, trophies, rewards, or badges.

Any attempt to obtain Virtual Items outside of the applicable game, the app, or PlayStation Store is prohibited. Virtual Items have no value or application outside of the game or PlayStation Store, and may not be sold, transferred, or redeemed for real money or items of value. Virtual Items may be modified or removed without notice.

You may not make available, any cheats, technological measures, or other methods designed to enable or encourage any collection, selling, or trading of PlayStation Content, including Virtual Items.

8.14. Tax.

Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you complete a transaction. In certain jurisdictions, local laws require that prices include all applicable taxes, in which case this will be indicated at the time of the transaction.

8.15. Transaction Records.

You may make transactions only with the designated SIE regional company that is determined by the country/area of residence to which your account is registered. 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. Please retain any transaction related communications we may send to you. Your transaction history is also available in your Account management areas.

8.16. Access to Purchased Items.

Upon our confirmation of your transaction, and subject to the applicable Usage Terms, you may access the product you ordered through the Account that you used to complete the order. You bear all risk of loss for accessing the product, 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 product before it is removed or your license expires, and for the authorized ongoing storage and safekeeping of the content. We are not obligated to provide you with replacement copies for any reason.

8.17. Payment Methods.

If you have funds in your PlayStation Store Wallet, you may use those funds to complete a purchase or renew a subscription. If you do not have enough funds in your Wallet to complete a transaction, we may automatically charge your Approved Payment Method for the balance necessary to complete the purchase.

We participate in account update services offered by some banks to help keep your payment cards up to date on your Account. Where you have added a payment card as a payment method to your Account and if your bank participates, we may automatically update your card number or expiration date in our system when your card expires. Following any update, we will continue to charge the applicable payment methods to any purchases you make unless you notify us otherwise. You can opt out of the automatic update services by contacting your bank.

You can update your Approved Payment Method in Account Settings. We may also update your Payment Method ourselves, using information provided by our payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s) for any active recurring subscriptions or new transactions.

8.18. Inaccuracy Disclaimer

From time to time there may be information on the PlayStation Store, and related PlayStation websites, that contain errors, inaccuracies, or omissions that relate to product descriptions, pricing, offer terms, and availability. We reserve the right to correct any such errors, inaccuracies, or omissions and to change or update such information at any time without prior notice to you.

9. PREPAID CARDS AND PRODUCT CODES

9.1. SIE or its affiliates may provide prepaid cards that allow users to redeem certain products or fund the PlayStation Store Wallet. If you acquire a prepaid card that has a value that, when added to the PlayStation Store 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. Your PlayStation Store Wallet will only accept prepaid cards with currency value from the same country as the one designated for your Account.

9.2. SIE, its affiliates or third parties may provide product codes (or vouchers) that 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. Unless otherwise stated, product codes may be used once only by the recipient and may not be transferred or sold to any other person.

9.3. SIE is not liable for any claims relating to prepaid cards or product codes, including any problems or defects relating to those cards or codes. Your use of these instruments is subject to this Agreement and their respective Usage Terms (if any).

10. CONTENT LICENSE AND RESTRICTIONS

10.1. All intellectual property rights subsisting in the Content, including all software, data, services, and other content subsisting in or used in connection with our Services, the Online ID and access to content and hardware used in connection with our Services belong to SIE, its affiliates, and its licensors. Use of the terms "own," "ownership", "purchase," "sale," "sold," "sell," "rent" or "buy" in this Agreement or in connection with the Content does not mean or imply any transfer of ownership of any content, data or software or any intellectual property rights from SIE, its affiliates, or its licensors to any user or third party.

10.2. Except as stated in this Agreement, all Content provided through PlayStation is licensed on a non-exclusive and revocable basis to you for your personal, private, non-transferable, non-commercial, limited use on a limited number of PlayStation Devices or other devices in the country in which your Account is registered.

10.3. You may not sell, rent, lease, loan, sublicense, modify, adapt, arrange, translate, reverse engineer, decompile, or disassemble any portion of the Content.

10.4. You may not reproduce or transfer any portion of the Content, or use the Content for purposes of resale, public performance, display, distribution or broadcast, except as stated in this Agreement or as

expressly permitted by us.

10.5. You may not create any derivative works of the Content, attempt to create the source code from the object code, or download, stream, or use any Content for a purpose not expressly permitted herein.

10.6. You may not bypass, disable, or circumvent any encryption, security, digital rights management or authentication mechanism existing in or in connection with PlayStation, or any of the Content offered through PlayStation.

10.7. You may not use viruses, spyware, or automated methods, such as bots or scripts to interact with Content, or otherwise in connection with your Account.

10.8. The limited license granted herein, and all use or access to the Content, is expressly conditioned on your compliance with this Agreement's terms, applicable Usage Terms, other applicable agreements, if any, and all applicable copyright and intellectual property rights laws.

10.9. Except for the rights expressly granted herein, SIE, its affiliates and its licensors reserve all rights, interests, and remedies in connection with PlayStation and PlayStation Content. Upon termination of this Agreement, your Account, or license to any Content, you will immediately cease use of the Content and delete or destroy any copies.

10.10. All company, product, and service names and logos referenced on our Services are the marks, trade names, trademarks, service marks, and registered trademarks or 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.

10.11. Some PlayStation Devices may be set to download Content automatically from our Services without notice to you when you sign into PlayStation with your Account. This Content may include featured content that we believe will be of interest to you, such as game demos or free trial promotions. You can change your device settings so that it does not download content automatically by setting the automatic download option to "OFF".

11. VIDEO CONTENT

11.1. Video Content includes any recordings or live streams of sports, music concerts and other entertainment events, television shows and movies made available for rental, purchase, or free viewing through our Services.

11.2. Video Content is made available to Account holders in select territories for your personal, private, non-commercial viewing in your authorized territory, using a limited number of PlayStation Devices or other devices ("Authorized Devices") during an authorized viewing period ("Authorized Term"). Availability of Video Content is subject to change at any time without notice to you.

11.3. Video Content may be made available to you as a live or near-live stream ("Live Stream Content"), as a licensed copy for rental for a limited duration ("Licensed Rental Content"), a licensed copy for an indefinite duration ("Other Licensed Content") or as a licensed stream supported by advertising or promotional materials that may be for a limited duration ("Ad Supported Content"). Video Content is subject to digital rights management rules and are subject to other restrictions and limitations depending on the type of Video Content or the Authorized Device you use to access Video Content. Some of these restrictions are described below. More information about these restrictions and accessing Video Content is available at www.playstation.com/support.

11.4. Live Stream Content.

Live Stream Content comprises live or near-live transmissions of Live Events. When you access Live Stream Content, you may not be able to view any part of the Live Stream Content that occurred prior to the start of your viewing. We have no control over the start and finish time of a Live Event; the duration

of a Live Event; the content of a Live Event (including the availability, quality or suitability of the content or that it complies with applicable law); or that the Live Stream Content be delivered uninterrupted, error-free and without fault or delay.

11.5. Ad Supported Content.

Ad Supported Content is Video Content that contains or is displayed with advertising, marketing or other promotional materials (together, the "Promotional Materials"). Ad Supported Content may be limited such that it is accessible by only one Authorized Device at any one time. Promotional Materials may be displayed in or around Ad Supported Content by any means selected by us or its Ad Supported Content Partners (defined below). You acknowledge that Ad Supported Content may include, comprise or be displayed with Promotional Materials that may delay or interrupt its playback. We may prevent you from skipping or manipulating the display of Promotional Materials, and, if so, you may not attempt to access Ad Supported Content in any manner not prescribed by us. We do not endorse any third-party advertising or promotional material (including the Promotional Materials) associated with Ad Supported Content in any manner and give no warranty or other assurance in relation to any products or services featured in these advertisements and promotional materials.

Certain Ad Supported Content may be hosted or delivered to you by or through third-party licensors, providers, or partners ("Ad Supported Content Partners"). We have no control over the content hosted or delivered by the Ad Supported Content Partners (including all associated Promotional Materials, corresponding meta-data, artwork, and other peripheral materials). We cannot guarantee that their content will be complete and accurate, comply with applicable laws, correspond to its description, be suitable or appropriate for a particular age group, or be delivered uninterrupted, error-free and without fault or delay.

11.6. Licensed Rental Content.

Licensed Rental Content is subject to restrictions regarding when playback can be initiated post purchase, and once initiated, the time period during which Licensed Rental Content can be accessed ("Rental Terms"). Licensed Rental Content can only be viewed within the time periods specified in the Rental Terms. The Rental Terms differ based on the type of Licensed Rental Content and the Authorized Device you use to access the Licensed Rental Content. Please review carefully any product descriptions, the Rental Terms, and any applicable Usage Terms made available for each Licensed Rental Content prior to finalizing your rental payment.

You may select the Authorized Device on which you want to view your Licensed Rental Content, but you may view it on only one Authorized Device at a time, and in some cases on a limited number of Authorized Devices. Licensed Rental Content is also subject to restrictions regarding transferability between Authorized Devices. Once playback of Licensed Rental Content in a particular format has started on an Authorized Device, you may not be able to view that content using any other Authorized Device without a separate license payment.

11.7. Other Licensed Content.

Other Licensed Content may be downloaded or streamed to Authorized Devices. For Other Licensed Content that is downloaded, you may be able to view that content for a limited number of times on certain Authorized Devices only. For Other Licensed Content that is streamed, you may be prohibited from streaming multiple titles of Other Licensed Content or multiple streams of a single title of Other Licensed Content from your Account at any one time. After ordering Other Licensed Content, we encourage you to immediately download the content, where supported, on all Authorized Devices on which you may want to later view it. In some cases, Other Licensed Content may not be available for subsequent copying or downloading to additional Authorized Devices. Access to Other Licensed Content that has been purchased may also be subject to compatibility between the Authorized Device and the video format of the Other Licensed Content, continued availability to the Other Licensed Content from our third-party licensors, and other applicable restrictions.

11.8. Technical Requirements.

Delivery of and your access to Video Content are dependent on variables not under our control, including the speed and availability of your broadband or network connection, compatibility between the format of the Video Content and the Authorized Device you use to access that Video Content, availability of Video Content from our third-party licensors, and any applicable restrictions that may be imposed on the Video Content from our third-party licensors. SIE is not responsible for any delays or technical difficulties in downloading, streaming, or viewing the Video Content related to these variables. YOU WILL NOT RECEIVE A REFUND OR CREDIT FOR ANY DOWNLOADED OR STREAMED CONTENT THAT YOU ARE NOT ABLE TO VIEW OR HAVE DIFFICULTY VIEWING DUE TO THESE UNCONTROLLABLE VARIABLES, UNLESS THE CONTENT IS FAULTY OR UNLESS THE LAW REQUIRES OTHERWISE.

You bear all responsibility for ensuring that you have the capabilities to view Video Content in the appropriate format, or at all. Please carefully review any Usage Terms and descriptions of Video Content made available to you before making any rental or purchase. Output of Video Content in certain formats may require additional equipment that is sold separately.

11.9. Proper activation of a supported Authorized Device by the Account that ordered the Video Content is required to download, stream, or view the content. Video Content is connected to the Account used to order that content and cannot be transferred from one Account to another. Each Account can activate no more than the maximum number of Authorized Devices, and each Authorized Device can only be activated for a limited number of Accounts.

12. ACCOUNT TERMINATION, CONSOLE SUSPENSION, AND OTHER REMEDIAL ACTIONS

12.1. Termination by You.

You may terminate your Account at any time by contacting PlayStation Support. The best way to request closure of an Account is by going to: support.playstation.com/livechatrequest. Please have the following information readily available: (a) Sign-in ID (email address); (b) online ID; and (c) account security information.

12.2. Suspension or Termination by SIE.

With or without notice, we may restrict, suspend or terminate your Account and PlayStation Device, or indefinitely restrict, suspend or discontinue your access to or, or use of, certain Content, offerings, features, products and services, if you violate this Agreement or we have a reasonable belief such a violation has or will occur, or as otherwise may be reasonably necessary to protect our users, our partners, our platform, or other SIE interests.

12.3. Effect of Account Termination.

After your Account is terminated, you will not be able to access our Services. Any game ranking, scores, trophies, Virtual Items, including virtual currency balances (whether earned or purchased), subscriptions, or other information saved on, or requiring connection to our Services will not be retained or accessible. Account termination is irreversible.

UPON TERMINATION OF YOUR ACCOUNT (OR ANY ASSOCIATED CHILD ACCOUNT) FOR ANY REASON, YOU WILL NOT RECEIVE A REFUND FOR ITEMS (INCLUDING SUBSCRIPTIONS, VIRTUAL ITEMS, 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.

12.4. Effect of Account Termination on Child Accounts.

Generally, termination of a Family Manager Account (i.e., the Account of an adult who creates a Child Account) will result in the termination of any associated Child Accounts. However, in some cases, we may permit your associated Child Accounts to remain open. In those cases, you will remain liable for all their acts and purchases until the Child Accounts are terminated. Parental Control settings placed on Child Accounts prior to the termination or suspension of your Account will remain in place, and the Child Accounts will be permitted to use the remaining funds in your Wallet subject to any limits that were put in place prior to your Account termination. However, you will not receive any correspondence from us about the Child Accounts' activities or purchases.

12.5. Console Suspension.

Upon suspension of your PlayStation Device, you will not be able to use that console to (a) access our Services with any Account (even if you create a new one); (b) play any games or game modes requiring online access; or (c) access any content purchased from the PlayStation Store. You will still be able to play any disc games that run on your console, if they do not need to connect to our Services to run.

12.6. Other Remedial Actions.

If we determine that you or any of your associated Child Accounts have violated this Agreement (including the Code of Conduct, the Usage Terms, or any other incorporated terms), or that your actions have injured or damaged SIE or the PlayStation community, we reserve the right to take any action we believe necessary to remedy the violation or to protect SIE's interests, including: (a) the automatic removal or blockage of content associated with those Accounts; (b) implementation of upgrades or devices intended to discontinue unauthorized use; (c) the permanent or temporary disablement of access to any Content, PlayStation Devices, products, services or features; (d) notifying law enforcement or the appropriate authority; and (e) initiating legal action.

13. MAINTENANCE AND UPGRADES

From time to time, it may become necessary to provide certain content to you to ensure that our Services, Content, or your PlayStation Devices are functioning properly. Some content may be provided automatically without notice when you sign in. This content may include automatic updates or upgrades that may change your current operating system, cause a loss of data or content, or cause a loss of functionalities or utilities. Upgrades or updates may be provided for system software for your PlayStation Device or other devices. Access or use to any system software is subject to terms of a separate end user license agreement. You authorize us to provide this content, updates, and upgrades, and you acknowledge that we are not liable for any damages, loss of data or loss of functionalities arising from our delivery of these content, updates, upgrades, and maintenance services. It is recommended that you regularly back up any archivable data.

We may indefinitely suspend or discontinue online access to content or data associated with your Account at any time, including for service deprecations, maintenance services, or upgrades, without notice or liability. We may also discontinue offering certain Content or features. For any Content that uses online servers, we make no commitment to continue to make those servers available. In addition, we reserve the right to delete player account data that we determine to have been dormant.

14. BINDING INDIVIDUAL ARBITRATION

14.1. Purpose.

The term "Dispute" means any dispute, claim, or controversy between you and Sony Interactive Entertainment LLC, or any of its current or former affiliates, including parents or subsidiaries, and any predecessor or successor entity to any of the foregoing, (collectively, "Sony Entities") regarding PlayStation Services or PlayStation Content, or the use of any PlayStation Devices or other devices sold by a Sony Entity to access PlayStation Content, whether based in contract, statute, regulation, ordinance,

tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this "BINDING INDIVIDUAL ARBITRATION" section (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, 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, and not litigate any Dispute in court, except for those matters listed in the Exclusions from Arbitration clause. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

14.2. Exclusions from Arbitration.

You or any Sony Entity can bring claims in your local small claims court, if the rules of that court allow it. Additionally, if the claims asserted in any request or demand for arbitration could have been brought in small claims court, then either your or the Sony Entity you have a dispute with may elect to have the claims heard in small claims court, instead of in arbitration, at any time before the arbitrator is appointed, by notifying the other party of that election in writing. Any dispute about whether a claim qualifies for small claims court will be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding will remain closed unless and until a decision by the small claims court that the claim should proceed in arbitration.

To the extent you or a Sony Entity seeks public injunctive relief (i.e., injunctive relief that has the primary purpose and effect of prohibiting acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in court and not in arbitration. All parties agree that the litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

14.3. Opt-Out Right.

YOU HAVE THE 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, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO 2207 BRIDGEPOINTE PARKWAY, SAN MATEO, CA 94404, ATTN: LEGAL DEPARTMENT/ARBITRATION AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR PLAYSTATION SERVICES ONLINE ID, IF YOU HAVE ONE, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ENTITY THROUGH ARBITRATION.

If you opt out in accordance with the provisions of this section, it will not affect the validity of any other agreement to arbitrate between you and any Sony Entity. Thus, if you opt out of this agreement and at the time of your opt out you were bound by an existing agreement to arbitrate Disputes between you and any Sony Entity, that existing arbitration agreement will remain in full force and effect.

14.4. Notice of Dispute.

IF YOU HAVE A DISPUTE WITH ANY SONY ENTITY, YOU MUST FIRST SEND WRITTEN NOTICE TO 2207 BRIDGEPOINTE PARKWAY, SAN MATEO, CA 94404, ATTN: LEGAL DEPARTMENT – DISPUTE RESOLUTION, TO GIVE THE SONY ENTITY YOU HAVE A DISPUTE WITH THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. This written notice must contain: (1) your name; (2) your PlayStation Services online ID; (3) a description of the problem, including relevant documents and supporting information; and (4) a description of the relief you are seeking, including a

good-faith estimate of any damages suffered. You and the Sony Entity you have a Dispute with agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute with the required information. If the Dispute is not resolved within 60 days from receipt of the notice of the Dispute, you or the Sony Entity you have a Dispute with may pursue your claim in arbitration or small-claims court pursuant to the terms in this section.

14.5. Class Action Waiver.

YOU AND THE SONY ENTITY WITH WHICH YOU HAVE A DISPUTE AGREE THAT ARBITRATION 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 OR REPRESENTATIVE 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.

14.6. Initiation of Arbitration/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. The terms of this section govern in the event they conflict with the rules of the arbitration organization selected by the parties.

14.7. 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 Consumer Arbitration Rules shall apply, except to the extent any of those rules conflict with the terms of this Agreement; for claims seeking over $75,000, the AAA's Commercial Arbitration Rules shall apply, except to the extent any of those rules conflict with the terms of this Agreement. The AAA rules are available at www.adr.org or by calling 1-800-778-7879.

The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a representative of the Sony Entity you have a dispute with shall appear at the administrative conference via video conference or telephone. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

Payment of all filing, administrative, and arbitrator fees will be governed by the AAA Rules. The party initiating the arbitration is required to pay an initial filing fee, but if you are the party who initiates arbitration, then the Sony Entity you have a dispute with will reimburse you for the filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in federal or state court in your county of residence. 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. The award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

14.8. Batch Arbitration.

The parties mutually agree to abide by the following Batch Arbitration procedure in the event that 50 or more similar individual arbitration demands are filed against the same Sony Entity with the assistance of

the same law firm(s).

Under the Batch Arbitration procedure, the AAA will (i) administer the arbitration demands in batches of 50; (ii) provide for the administration of each batch as a single consolidated arbitration with one set of filing and administrative fees per side per batch; and (iii) appoint a single, different arbitrator for each batch, subject to any applicable disclosure and disqualification procedures available under applicable law.

Arbitrators appointed pursuant to this Batch Arbitration procedure will issue separate awards for each individual claimant.

Arbitrations administered pursuant to this Batch Arbitration procedure may be administered and proceed concurrently to the extent administratively feasible.

You and the Sony Entity you have a dispute with agree to work in good faith throughout the Batch Arbitration process to streamline procedures, increase efficiencies, and seek to resolve Disputes.

14.9 Arbitration Location.

You or the applicable Sony Entity may initiate arbitration in either San Mateo County, California or the United States county in which you reside. In the event that you select the county of your United States residence, the Sony Entity 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.

14.10. Severability.

If any clause within this arbitration agreement (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this section, and the remainder of this arbitration agreement will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable in its entirety, this entire arbitration agreement will be unenforceable, and the Dispute will be decided by a court.

14.11. Continuation.

This section survives any termination of this Agreement or the provision of PlayStation Services to you.

15. GOVERNING LAW AND JURISDICTION

The laws of the State of California, without regard to 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 may be brought by either party in a court of competent jurisdiction in either the Superior Courts 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. Each party submits itself to the exclusive jurisdiction and venue of those courts, and waives all jurisdictional, venue and inconvenient forum objections to those courts. In any litigation to enforce any part of this Agreement, all costs and fees, including attorney's fees, will be paid by the non-prevailing party.

16. GENERAL LEGAL

16.1. Modifications.

We may modify the terms of this Agreement at any time, including imposing a fee for creating Accounts or for any of our Services. A printable copy of this Agreement is available at www.playstation.com/legal.

If material changes to this Agreement are made, you will be notified by e-mail or other communication when you sign in to theServices. Your continued use of theServices, including use by your children on the associated Accounts, will signify your acceptance of those changes. If you do not accept material changes to the Agreement, please do not use the Services, and contact customer service at the addresses located at the end of this Agreement to terminate this Agreement and your Accounts.

16.2. Successors and Assigns.

This Agreement inures to the benefit of the parties, including any of our successors in interest. We have the right to assign our rights and obligations under this Agreement to any affiliates or to any Sony Entity.

16.3. Severability.

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

17. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

17.1. No Warranty.

No warranty is given about the quality, functionality, availability or performance of PlayStation, PlayStation Services, or any feature or Content offered on or through PlayStation or PlayStation Services. All services and content are provided "AS IS" and "AS AVAILABLE" with all faults. We may change, add or remove functionalities or features in our PlayStationServices, and we may suspend or stop our services altogether. We do not warrant that the service and content will be uninterrupted, error-free or without delays. In addition to the limitations of liability of this Agreement, we expressly disclaim any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. We assume 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 PLAYSTATION OR ITS PRODUCTS OR SERVICES, OR IN CONNECTION WITH THIS AGREEMENT, AND OUR MAXIMUM LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF OR ACCESS TO THE SERVICES IS 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, WE EXCLUDE 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 AUTHORIZED SYSTEM, OR YOUR 4K ULTRA HD MEDIA PLAYER SYSTEM, BRAVIA® TELEVISION, SONY BLU-RAY® DISC PLAYER OR ANY OTHER HARDWARE DEVICE, OR USING OR ACCESSING THE SERVICES. UNLESS THIS PROVISION IS UNENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

17.2. Internet Access.

Accessing and using PlayStation and its Content may require an internet connection for which you are solely responsible. Further, you are solely responsible for payment of any third-party fees associated with your internet connection, including internet service provider or airtime charges. The provision, quality and security of internet connectivity are the sole responsibility of the third party providing your internet service. PlayStation Devices and all other devices are sold separately.

18. CONTACT INFORMATION

For further information, or if you have questions about your Account, the best way to contact us is via our website at www.playstation.com/support. You may also reach us by phone at 800-345-7669 or write

to us at the following address: Sony Interactive Entertainment, Attn: Consumer Services Department, 2207 Bridgepointe Pkwy, San Mateo, CA 94404, USA. Additional contact information for us is available at www.playstation.com/legal.

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