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## **ELECTRONIC ARTS TERMS OF SERVICE**

These Terms of Service and all supplemental terms, as amended from time to time, govern your use of any online or mobile product or service to which you have access, any product or service that requires an Internet connection or EA/Origin Account to access, install or play as well as any EA/ Origin Account you use to access online or mobile products or services ("**EA Services**") offered by Electronic Arts or any of its subsidiaries and affiliates (collectively, "**EA**") for PC, game system or mobile device. If you reside in the United States, Canada or Japan, these terms are an agreement between you and Electronic Arts Inc. If you reside in any other country, then these terms are an agreement between you and EA Swiss Sàrl, a company registered in the Geneva Companies Registry with company registration number: CH-660-2328005-8 and with offices at 8 Place du Molard, 1204 Geneva, Switzerland. If additional terms and/or agreements apply to the EA Service(s) used by you, those additional terms and/or agreements govern your use of EA Services as well.

These Terms of Service, as well as EA's Privacy Policy available at [privacy.ea.com](http://privacy.ea.com) (incorporated herein by reference) form legally binding contracts between you and EA. By using EA Services, you affirm that you are at least 18 years of age (or have reached the age of majority if that is not 18 years of age where you live) or that you have reviewed this Agreement with your parent or guardian and he or she assents to these Terms of Service on your behalf and takes full responsibility for your compliance with them. You agree that you and/or your parent or guardian are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these Terms of Service, and to abide and comply with these Terms of Service.

You agree to check **terms.ea.com** periodically for new information and terms that govern your use of EA Services. EA may modify the Terms of Service at any time. Revisions to terms affecting existing EA Services shall be effective thirty (30) days after posting at **terms.ea.com**. Terms for new EA Services are effective immediately upon posting at **terms.ea.com**.

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## 1. EA Account (Also Known As An Origin Account)

An EA Account (also known as an Origin Account) ("**Account**") may be required to access and use some EA Services. If you have questions about Account registration, please contact us by visiting [\*\*help.ea.com\*\*](http://help.ea.com), [\*\*support.popcap.com\*\*](http://support.popcap.com) (for PopCap products) or [\*\*swtor.com/support\*\*](http://swtor.com/support) (for Star Wars™: The Old Republic).

To create an Account, you must have an email address, and provide truthful and accurate information. You must be eligible to use the EA Service for which you are registering. In addition, some EA Services may require creation of a "user name" or a "persona" to represent you in game and online. User names and personas are tied to your Account. You may not use a user name or persona that is used by someone else, is vulgar or offensive, or otherwise violates the Terms of Service.

You are solely responsible for all activity on your Account. Your Account may be terminated if someone else uses it to engage in activity that violates the Terms of Service or is otherwise improper or illegal. You should not reveal your Account password to others. EA will not ask you to reveal your password, or initiate contact with you asking for answers to your password security questions.

## 2. Content

"Content" on EA Services includes software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to and/or from EA Services, as well as the design and appearance of our websites. All Content--with the exception of third party content discussed below in Section 6--is owned by EA or its affiliates, subsidiaries, licensors or suppliers. Content includes user-generated Content ("UGC"). UGC includes but is not limited to Account personas, forum posts, chat posts, profile content and any other Content contributed by users to EA Services. EA Content and UGC collectively shall be referred to as "Content." EA does not pre-screen all UGC and does not endorse, approve, or prescreen any UGC that you and other users may contribute to EA Services. You bear the entire risk of the completeness, accuracy or usefulness of Content found on EA Services.

EA reserves the right (but has no obligation except as required by law) to remove, block, edit, move or disable UGC for any reason, including when EA determines that UGC violates these terms. The decision to remove UGC or other Content at any time is in EA's sole and final discretion. To the maximum extent permitted by applicable law, EA does not assume any responsibility or liability for UGC or for removal of, UGC or any failure to or delay in removing, UGC or other Content.

You are solely responsible for your UGC and may be held liable for UGC that you post.

## 3. Entitlements

"Entitlements" are licensed rights granted, awarded, provided and/or purchased by you to access and/or use online or off-line elements or features of EA Services and/or products. Entitlements include but are not limited to paid and free downloadable content, unlockable content, digital and/or virtual assets, rights of use tied to unlock keys or codes, serial codes and/or online authentication of any kind, in-game achievements and

virtual or fictional currency not otherwise governed by a Digital Services Agreement.

#### **4. Use and Expiration of Content and Entitlements/General License Restrictions**

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#### **5. EA Services, Content and Entitlement Availability**

Entitlements may only be held in Accounts belonging to legal residents of countries where access to and use of Content and Entitlements is permitted. Entitlements may be purchased or acquired only from EA or an authorized retailer. EA reserves the right to refuse your request(s) to acquire Entitlements, and EA reserves the right to limit or block any request to acquire Entitlements for any reason.

We do not guarantee that any Content or Entitlement will be available at all times, in all countries and/or geographic locations, or at any given time or that we will continue to offer particular Content or Entitlements for any particular length of time. We reserve the right to change and update Content and Entitlements without notice to you. Once you have redeemed your Entitlements, that content is not returnable, exchangeable, or refundable for other Entitlements or for cash, or other goods or services.

#### **6. Contributing Third Party Content to EA Services**

EA respects the intellectual property rights of others. You must have the legal right to upload Content to EA Services. You may not upload or post any Content on EA Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload Content that violates the law, this Terms of Service and/or any third party's right of privacy or right of publicity. You may upload only Content that you are permitted to upload by the owner or by law. EA may, without prior notice to you and in its sole judgment, remove Content that may infringe the intellectual property or other rights of a third party. If you are a repeat infringer of EA's or a third party's intellectual property or other rights, EA may terminate your

Account without notice to you. If your Account(s) are terminated, you are not entitled to a refund for any fees you have paid, and you will lose access to Entitlements associated with your Account.

## 7. Contributing UGC to EA Services; License Grant to EA and Others

When you contribute UGC to an EA Service, you expressly grant to EA and its licensors a non-exclusive, perpetual, worldwide, complete, sub-licensable and irrevocable right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display and perform the UGC, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party. You grant EA and its licensors all licenses, consents and clearances to enable EA and its licensors to use such UGC for such purposes. You waive and agree not to assert any moral or similar rights you may have in such UGC.

If the EA Service on which you contribute UGC permits other users to access and use that UGC as part of the EA Service, then you also grant all other users of the relevant EA Service the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute your UGC on or through the relevant EA Service without further notice, attribution or compensation to you.

## 8. Paid Services

Some EA Services require payment of a fee. You must have an Account and pay the subscription or other fees to participate in these activities. For information about subscription and other fees for particular services, visit [help.ea.com](http://help.ea.com), [support.popcap.com](http://support.popcap.com) (for PopCap products) or [swtor.com/support](http://swtor.com/support) (for Star Wars™: The Old Republic).

### **FEES ARE PAYABLE IN ADVANCE AND ARE NOT REFUNDABLE IN WHOLE OR IN PART.**

EA reserves the right to change our fees or billing methods at any time. If you pay a periodic (e.g. monthly) subscription for an EA Service, EA will provide you with notice of any changes to the fees or billing methods at least thirty (30) days in advance by posting such changes on the EA Service. You are responsible for reviewing the EA Service to obtain timely notice of such changes. Your continued use of the EA Service thirty (30) days or more after posting of the changes means that you accept such changes. If any change is unacceptable to you, you may cancel your subscription at any time, but EA will not refund any fees that may have accrued to your Account before cancellation of your subscription, and we will not prorate fees for any subscription. If your use of EA Services is subject to use or sales tax, then EA may also charge you for any such taxes, in addition to the subscription or other fees. For further information, visit [help.ea.com](http://help.ea.com), [support.popcap.com](http://support.popcap.com) (for PopCap products) or [swtor.com/support](http://swtor.com/support) (for Star Wars™: The Old Republic).

**A. Payment Options.** You may pay fees using the methods available for the particular EA Service and you agree to the terms and conditions applicable to each payment method you choose. Payment methods may vary by EA Service. When you provide credit card or other payment information to EA, you represent to EA that you are the authorized user of the credit card or other payment method. By agreeing to this Terms of Service, you have agreed to permit EA to automatically renew your subscription to an EA Service by charging a valid credit card number which you have provided to EA. Your subscription will be automatically renewed thirty (30) days prior to the expiration of the term and each anniversary thereafter for a fee no greater than EA's then-current price, excluding any promotional and discount pricing, unless you cancel your subscription. You must provide current, complete, and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify EA if your credit card is

canceled (for example, for loss or theft). Changes to such information can be made by contacting Customer Service at **help.ea.com**, **support.popcap.com** (for PopCap products) or **swtor.com/support** (for Star Wars™: The Old Republic). If you fail to provide EA any of the foregoing information, you agree that EA may continue charging you for any subscription automatically renewed unless you cancel your subscription at least thirty (30) days prior to the expiration of the subscription. EA reserves the right to utilize third party credit card updating services to obtain current expiration dates on credit cards provided by you to EA. Customers who use a payment method other than credit card may incur an additional payment processing fee, and may not be able to automatically renew subscriptions. For further information, visit **help.ea.com**, **support.popcap.com** (for PopCap products) or **swtor.com/support** (for Star Wars™: The Old Republic).

As the Account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your Account, including your family or friends.

**B. Trial Subscriptions.** For some EA Services, EA may offer a free trial subscription. If you accept a free trial subscription, EA will begin to bill your Account for that EA Service when the free trial subscription expires, unless you cancel your subscription before that time. You are always responsible for any internet service provider, telephone, wireless and other connection fees that you may incur when using EA Services, even when we offer a free trial subscription. Trial subscriptions are not transferrable.

**C. Fees Charged By Third-Party Sites and Vendors.** We may provide links to other web sites. Some of these web sites may charge separate fees, which are not included in any subscription or other fees that you may pay to EA. Any separate charges or obligations that you incur in your dealings with third parties are your responsibility.

## 9. Termination of EA Services

EA may terminate access to any online or mobile products and/or EA Services (and/or any portion thereof) at any time by giving you notice of such termination within the time period specified when you joined the particular EA Service, or if no time period for notice of termination was specified, then within thirty (30) days of the date such notice is either (at EA's discretion) provided to you via email or is posted on the applicable product or EA Service or on <http://www.ea.com/2/service-updates>.

EA may also terminate access to EA Services for violation of this Terms of Service, if EA (in its sole discretion) deems that your use of EA Services renders EA Services less safe for others and/or minors or for illegal or improper use of EA Services, Content, Entitlement, products, or EA's Intellectual Property as determined by EA in its sole discretion. You may lose your user name and persona as a result of termination. If you have more than one (1) Account, EA may terminate all of your Accounts and all related Entitlements. In response to a violation of these Terms of Service or any other agreement applicable to EA Services accessed by you, EA may issue you a warning, suspend your Account, selectively remove, revoke or garnish Entitlements at an Account and/or device level, immediately terminate any and all Accounts that you have established and/or temporarily or permanently ban your device and/or machine from accessing all EA Services or certain EA Services. You acknowledge that in such an instance EA is not required to provide you notice before taking action to suspend or terminate your Account, temporarily or permanently banning your device from some or all EA Services or selectively removing, revoking or garnishing Entitlements associated with your Account. If EA terminates your Account, you may not participate in an EA Service again without EA's express permission. EA reserves the right to refuse to keep Accounts for, and provide EA Services to, any individual. You may not allow individuals whose Accounts have been terminated by EA to use your Account.

If your Account, or a particular subscription for an EA Service associated with your Account, is terminated, suspended and/or if any Entitlements are selectively removed, revoked or garnished from your Account and/or if your device is temporarily or permanently banned from accessing some or all EA Services, no refund will be granted, no Entitlements will be credited to you or converted to cash or other forms of reimbursement, and you will have no further access to your Account or Entitlements associated with your Account or the particular EA Service. If you believe that any action has been taken against your Account or device in error, please contact Customer Support at **help.ea.com**, **support.popcap.com** (for PopCap products) or **swtor.com/support** (for Star Wars™: The Old Republic).

## 10. Cancellation of your Account

You have the right to cancel your Account or a particular subscription to an EA Service at any time. If you do not agree to the terms in this Terms of Service, your sole remedy is to not use EA Services and to cancel your Account or applicable subscriptions. You understand and agree that the cancellation of your Account or a particular subscription is your sole right and remedy with respect to any dispute with EA, including any dispute related to, or arising out of: (1) any term of this Terms of Service or EA's enforcement or application of this Terms of Service; (2) the Content and Entitlements available through EA Services or any change in Content or Entitlements provided through EA Services; (3) your ability to access and/or use EA Services and/or any Content or Entitlements thereon; or (4) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods for EA Services and/or any Content or Entitlements thereon.

Contact EA's Customer Service Department at **help.ea.com**, **support.popcap.com** (for PopCap products) or **swtor.com/support** (for Star Wars™: The Old Republic) to cancel your Account. EA reserves the right to collect fees, surcharges or costs incurred before you cancel your Account or a subscription to an EA Service. You are also responsible for any amounts owed to third-party vendors or content providers before your cancellation. Any delinquent or unpaid fees and other unresolved issues with EA Services must be settled before you establish a new Account.

## 11. Rules of Conduct

You may violate the Terms of Service if, as determined by EA in its sole discretion, you:

- Post, transmit, promote, or distribute Content that is illegal.
- Harass, threaten, embarrass, spam or do anything else to another player that is unwanted, such as repeatedly sending unwanted messages or making personal attacks or statements about race, sexual orientation, religion, heritage, etc.
- Organize, effectuate or participate in any activity, group, guild that is harmful, abusive, hateful, racially, ethnically, religiously or otherwise offensive, obscene, threatening, bullying, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, encourages conduct that would violate a law or in a reasonable person's view, objectionable and/or inappropriate. Hate speech is not tolerated.
- Use abusive, offensive, or defamatory screen names and/or personas.
- Engage in disruptive behavior in chat areas, game areas, forums, or any other area or aspect of EA Services. Disruptive behavior includes but is not limited to conduct which interferes with the normal flow of gameplay or dialogue within an EA Service. Disruptive behavior shall also include, but not be limited to, commercial postings, solicitations and advertisements.
- Disrupt the flow of chat in chat rooms with vulgar language, abusiveness, hitting the return key repeatedly or inputting large images so the screen goes by too fast to read, use of excessive shouting [all caps] in an attempt to disturb other users, "spamming" or flooding [posting repetitive text].
- Impersonate another person (including celebrities), indicate falsely that you are an EA employee or a representative of EA, or attempt to mislead users by indicating that you represent EA or any of EA's partners

or affiliates.

- Attempt to get a password, account information, or other private information from anyone else on EA Services.
- Upload any software or Content that you do not own or have permission to freely distribute.
- Violate any additional Rules of Conduct applicable to a specific EA Service that you are using.
- Promote, encourage or take part in any activity involving hacking, cracking, phishing, taking advantage of exploits or cheats and/or distribution of counterfeit software and/or virtual currency/items.
- Upload files that contain a virus, worm, spyware, time bombs, corrupted data or other computer programs that may damage, interfere with or disrupt EA Services.
- Post messages for any purpose other than personal communication, including advertising or promotional messaging, chain letters, pyramid schemes, or other commercial activities.
- Improperly use in-game support or complaint buttons or make false reports to EA staff.
- Use or distribute unauthorized "auto" software programs, "macro" software programs or other "cheat utility" software program or applications.
- Use any game hacking/altering/cheating software or tools.
- Modify or attempt to modify any file or any other part of the EA Service that EA does not specifically authorize you to modify.
- Post or communicate any person's real-world personal information using an EA Service.
- Attempt to interfere with, hack into or decipher any transmissions to or from the servers for an EA Service.
- Use and communicate exploits and/or cheats.
- Attempt to use EA Software on or through any service that is not controlled or authorized by Electronic Arts. Any such use is at your own risk and may subject you to additional or different terms. EA takes no responsibility for your use of EA Software on or through any service that is not controlled by Electronic Arts.
- Interfere with the ability of others to enjoy playing an EA Service or take actions that interfere with or materially increase the cost to provide an EA Service for the enjoyment of all its users.
- Unless expressly authorized by EA, you may not sell, buy, trade or otherwise transfer your Account or any personal access to EA Services, Content or Entitlements, including by use of auction websites.
- You may not conduct any activities that violate the laws of any jurisdiction including but not limited to copyright infringement, trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud and the distribution of counterfeit software.
- Post or transmit unsolicited advertising, promotional materials or other forms of solicitation in-game or in the forums.
- Abuse or exploit bugs, undocumented features, design errors or problems in the game.
- "Role-playing" is not an excuse for violating this or any other policy.

Specific EA Services may also post additional rules that apply to your conduct on those services.

You must also obey all federal, state, and local laws, regulations and rules that apply to your activities when you use EA Services. EA reserves the right to terminate your Account and to prevent your use of any and all EA Services if your Account is used to engage in illegal activity or to violate this Terms of Service.

Unless otherwise specified, there is no requirement or expectation that EA will monitor or record any online activity on EA Services, including communications. However, EA reserves the right to access and/or record any online activity on EA Services and you give EA your express consent to access and record your activities. EA reserves the right to remove any content from any EA Service at EA's sole discretion. EA has no liability for your or any third party's violation of this Agreement.

If you encounter another user who is violating any of the Rules of Conduct, please report this activity to EA using the "Help" or "Report Abuse" functions in the relevant EA Service, if available, or contact Customer Support at [help.ea.com](http://help.ea.com), [support.popcap.com](http://support.popcap.com) (for PopCap products) or [swtor.com/support](http://swtor.com/support) (for Star Wars™: The Old Republic).

## **12. Services Not Controlled By EA**

Some products may give you the option of using EA Software on or through a service that is not controlled by EA. For example, you may be given the option to play EA Software online on servers not owned or controlled by EA. EA takes no responsibility for your use of EA Software on or through any such service and otherwise has no control over how those services are offered, administered or operated. Any such use of non-EA controlled services is at your own risk and may subject you to additional or different terms and restrictions by the third party running the service.

## **13. Software, Utilities and Tools**

EA Services may require or allow you to download software, software updates or patches, or other utilities and tools from EA or its licensors onto your computer, entertainment system or device ("**EA Software**"). EA grants to you a non-exclusive, limited license to use EA Software solely for the purpose stated by EA at the time the EA Software is made available to you. If an End User License Agreement or End User Access And License Agreement is provided with the EA Software, your use of the EA Software is subject to the terms of that license agreement. You may not sub-license, or charge others to use or access EA Software. You may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from EA Software. You may not modify EA Software or use it in any way not expressly authorized in writing by EA. You understand that EA's introduction of various technologies may not be consistent across all platforms and that the performance of EA Software and related EA Services may vary depending on your computer and other equipment.

From time to time, Electronic Arts may provide you with updates or modifications to EA Software. You understand that certain updates and modifications may be required in order to continue use the EA Software and EA Services.

## **14. Export Control Laws**

EA Software may be subject to United States export controls, and export controls of other jurisdictions. By downloading EA Software from EA, you warrant that you are not located in any country, or exporting EA Software to any person or place, to which the United States, the European Union, or any other jurisdiction has embargoed goods.

You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or EA Software subject to restrictions under such laws to a national destination prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to EA Services any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. The assurances and commitments in this Section shall survive termination of this Agreement.

## **15. Updates to EA Services**

**IMPORTANT: EA MAY FIND IT NECESSARY TO UPDATE, OR RESET CERTAIN PARAMETERS TO BALANCE GAME PLAY AND USAGE OF EA SERVICES. THESE UPDATES OR "RESETS" MAY CAUSE YOU SETBACKS WITHIN THE RELEVANT GAME WORLD AND MAY AFFECT CHARACTERS, GAMES, GROUPS OR OTHER ENTITLEMENTS UNDER YOUR CONTROL. EA RESERVES THE RIGHT TO MAKE THESE UPDATES AND IS NOT LIABLE TO YOU FOR THESE CHANGES.**



## 16. Limitations on Warranty and Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF EA SERVICES, EA SOFTWARE, AND THE INTERNET IS AT YOUR SOLE RISK. EA SERVICES, EA SOFTWARE, EA PRODUCTS AND THIRD-PARTY SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. NO WARRANTY IS GIVEN ABOUT THE QUALITY, FUNCTIONALITY, AVAILABILITY OR PERFORMANCE OF EA SOFTWARE OR EA SERVICES. EA DOES NOT ASSUME LIABILITY FOR INABILITY TO OBTAIN OR USE ANY CONTENT, ENTITLEMENTS, GOODS OR SERVICES. EA PROVIDES EA SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE EA SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT EA WILL HAVE ADEQUATE CAPACITY FOR EA SERVICES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH EA OR ITS LICENSORS ARISING OUT OF OR RELATING TO EA SERVICES AND/OR EA PRODUCTS IS TO STOP USING EA SERVICES, AND TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT EA, ITS LICENSORS, LICENSEES AND AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON EA SERVICES OR USE OF EA SOFTWARE. IN NO CASE SHALL EA'S OR ITS LICENSORS', LICENSEES', AFFILIATES', EMPLOYEES', OFFICERS', OR DIRECTORS' (COLLECTIVELY, "**EA AFFILIATES**") LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO EA FOR EA SERVICES. IN NO CASE SHALL EA, ITS LICENSORS OR EA AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF EA SERVICES, EA SOFTWARE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF EA SERVICES OR ACCOUNTS. WHILE EA USES COMMERCIALY REASONABLE MEANS TO PROTECT YOUR PERSONAL INFORMATION, EA AND ITS LICENSORS ASSUME NO LIABILITY FOR 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 USING ANY EA SERVICE, CONTENT, EA SOFTWARE TO YOUR COMPUTER AND/OR DEVICE.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, EA'S, EA'S LICENSORS' AND EA AFFILIATES' LIABILITY SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW. EA DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD PARTY PRODUCT OR SERVICE OFFERED THROUGH EA AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

## 17. Indemnification

Upon EA's and/or its licensors' request, you agree to defend, indemnify and hold harmless EA, its licensors and EA Affiliates, contractors, vendors, and content providers from all liabilities, claims and expenses, including attorneys' fees, that arise from or relate to a breach of these Terms of Service for which you are responsible or in connection with your distribution of any Content on or through EA Services. Without limiting the generality of the foregoing, you agree to indemnify and hold EA and its licensors harmless for any

improper or illegal use of your Account, including the illegal or improper use of your Account by someone to whom you have given permission to use your Account. You agree that you will be personally responsible for your use of EA Services and for all of your communication and activity on EA Services, including any Content you contribute, and that you will indemnify and hold harmless EA, EA's licensors and EA Affiliates from any liability or damages arising from your conduct on EA Services, including any Content that you contribute.

EA and its licensors reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide indemnification to EA and/or its licensors in that matter. This Section shall survive termination of this Terms of Service.

## 18. Links to Third-Party Sites

EA Services may include hyperlinks to web sites operated by third parties including advertisers and other content providers. Those sites may collect data or solicit personal information from you. EA does not control such web sites, and is not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those sites may collect.

## 19. General Terms

**A. Remedies.** You agree that this Terms of Service is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Terms of Service. You also understand and agree that this Terms of Service, the EA Privacy Policy and the Supplemental Terms incorporated into this Terms of Service, including EA's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon any person.

**B. Severability.** If any part of this Terms of Service is held invalid or unenforceable, that portion shall be interpreted in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of EA, and the remaining portions shall remain in full force and effect.

**C. Waiver.** The failure of EA to exercise or enforce any right or provision of this Terms of Service will not constitute waiver of such right or provision. Any waiver of any provision of this Terms of Service will be effective only if in a writing signed by EA.

**D. Governing Law.** If you reside in a Member State of the European Union: (i) the laws of England, excluding its conflicts-of-law rules, govern this Terms of Service and your Account(s); and (ii) you expressly agree that exclusive jurisdiction for any claim or dispute with EA or relating in any way to your Account(s) or your use of EA Services resides in the Courts of England and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of England in connection with any such dispute including any claim involving EA or its affiliates, employees, contractors, officers, directors, vendors and content providers. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this Terms of Service and your Account(s); and (ii) to the extent applicable pursuant to Section 20, below, you expressly agree that exclusive jurisdiction for any claim or dispute with EA, arising out of or relating in any way to your Account(s) or your use of EA Services resides in the federal and state courts within the jurisdiction of the United States District Court for the Northern District of California, and you further agree and expressly consent (to the extent applicable pursuant to Section 20, below), to the exercise of personal jurisdiction in such courts in connection with any such dispute not precluded by Section 20 below including any claim involving EA or EA Affiliates, subsidiaries, contractors, vendors and content providers. As noted above, your conduct may also be subject to other local, state, national, and international laws.

## 20. Dispute Resolution By Binding Arbitration

The purpose of this Section is to provide a streamlined method for resolution of disputes between us if they arise. As discussed below in Section 20.e, if we cannot resolve our disputes informally and you are awarded a sum at arbitration greater than EA's last settlement offer to you (if any), EA will pay you 150% of your arbitration award, up to \$5000 over and above your arbitration award.

### **PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.**

Most customer concerns can be resolved quickly and to your satisfaction by logging into our customer support interface with your EA Account at **help.ea.com**, **support.popcap.com** (for PopCap products) or **swtor.com/support** (for Star Wars™: The Old Republic). In the unlikely event that EA cannot resolve a concern to your satisfaction (or if EA cannot resolve a concern it has with you after attempting to do so informally), then you and EA agree to be bound by the following procedure to resolve any and all disputes between us. **This provision applies to all consumers to the fullest extent allowable by law, but expressly excludes residents of Quebec, Russia, Switzerland and the Member States of the European Union. By accepting these terms, you and EA expressly waive the right to a trial by jury or to participate in a class action.** This agreement is intended to be interpreted broadly. This Section covers any and all disputes between us ("Disputes"), including without limitation:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

The only disputes that are not covered by this Section are the following:

- a claim to enforce or protect, or concerning the validity of, any of your or EA's (or any of EA's licensors') intellectual property rights;
- a claim related to, or arising from, allegations of theft, piracy, or unauthorized use;
- In addition, nothing in this Section shall prevent either party from initiating a small claims court action.

References to "EA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Software under this or prior Agreements between us. This arbitration provision evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Terms of Service.

**A. Informal Negotiations/Notice of Dispute.** You and EA agree to first attempt to negotiate any Dispute informally for at least 30 days before initiating arbitration. Such informal negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). Notices of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). EA will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA

94065, ATTENTION: Legal Department.

**B. Binding Arbitration.** If you and EA are unable to resolve a Dispute through informal negotiations within 30 days after receipt of the Notice of Dispute, either you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU UNDERSTAND THAT BY THIS PROVISION, YOU AND EA ARE FOREGOING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.** The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes (AAA Consumer Rules), both of which are available at the AAA website [www.adr.org](http://www.adr.org). Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, then EA will promptly pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

**C. Restrictions.** You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class action-basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and EA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

**D. Location.** If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

**E. Recovery and Attorneys' Fees.** If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before written submissions are made to the arbitrator, then EA will:

- Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
- Pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that you or your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

The right to attorneys' fees and expenses discussed above supplements any right to attorneys' fees and expenses you may have under applicable law, although you may not recover duplicative awards of attorneys' fees or costs. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.

**F. Limitation on Arbitrator's Authority.** The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**G. Changes to This Provision.** Notwithstanding any provision in this Agreement to the contrary, we agree that if EA makes any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

## **21. Entire Agreement**

The Terms of Service (including the EA Privacy Policy and other Supplemental Terms incorporated by reference into this document) and any posted rules or instructions regarding a particular game, activity, contest, or sweepstakes constitute the entire agreement between you and EA relating to your rights and obligations in the use of EA Services. If there is any conflict between the Terms of Service and any other rules or instructions posted on an EA Service, EA shall resolve the conflict in its sole discretion.

## **22. Special Notice to California Residents**

Pursuant to Cal. Civil Code § 1789.3, please note that (a) EA is located at 209 Redwood Shores Parkway, Redwood City, CA 94065, (b) The fees and charges for EA Services vary depending on the services selected by you, and (c) If you have a complaint regarding EA Services or desire further information on use of EA Services, visit EA's Customer Support web pages at [help.ea.com](http://help.ea.com), [support.popcap.com](http://support.popcap.com) (for PopCap products) or [swtor.com/support](http://swtor.com/support) (for Star Wars™: The Old Republic). For complaints, you may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, CA 95814 or by telephone at (916) 445-1254 or (800) 952-5210.

Bookmark [terms.ea.com](http://terms.ea.com) and visit this site regularly for updates to EA Terms of Service.

## **23. Supplemental Terms**

### **Additional Terms and Conditions for Specific EA Services**

Certain EA Services may require you to read and agree to terms and conditions that are specific to that EA Service. Your right to use that EA Service is subject to those specific terms and this Terms of Service. If there are any inconsistencies between the specific terms and these terms, EA will be the final and sole arbiter of any such inconsistencies.

### **Beta Tests**

In its sole discretion, EA may contact you to review and evaluate one or more games, aspects of games, or online features prior to commercial release for the purpose of identifying program errors. You will be asked to provide to EA (and to EA only) certain feedback and suggestions regarding your experiences while reviewing and evaluating the game(s) or site feature(s). This process is known as a "Beta Test." You must sign and return to EA a Pre-Release Software Confidentiality Agreement ("Confidentiality Agreement") for

each specific Beta Test BEFORE you will be allowed to be a tester ("Tester") and BEFORE any software will be provided or made accessible to you. Your participation as a Tester is subject to the Confidentiality Agreement and the following terms and conditions.

In connection with the Beta Test, EA may provide you, on a temporary basis, a pre-release copy of a game or access to a feature on the EA site. You understand and agree that the pre-release copy and all other materials provided to you are confidential or proprietary information of EA. You agree as a condition of participating in a Beta Test to (i) not copy or reproduce the pre-release copy and confidential or proprietary information, (ii) safeguard the pre-release copy and confidential and proprietary information and prevent unauthorized access to, reproduction of, disclosure of and/or unauthorized use of, the pre-release copy and confidential and proprietary information, and (iii) fully comply with the terms and conditions of the Confidentiality Agreement.

You will carry out the testing personally and not provide access to pre-release materials to any other person. You agree that breach of the above obligations will cause irreparable harm to EA, and EA is entitled to (in addition to any other remedies available to it) ex parte injunctive relief without bond to prevent the breach or threatened breach of your obligations. Your obligation to keep the beta games confidential will continue until EA publicly distributes, or has otherwise disclosed to the public through no fault of yours, each of the games and the content that you are testing.

Upon request, you agree to immediately return to EA all copies of the pre-release copy and confidential or proprietary information EA provided to you.

As a Tester, you are invited to play beta games for the sole purpose of evaluating the games and identifying errors. Nothing in these guidelines, or on this site, shall be construed as granting you any rights or privileges of any kind with respect to the beta games or content that you find here. The beta games are provided for testing on an "as is" and "as available" basis and we make no warranty to you of any kind, express or implied.

When playing some beta games, you may accumulate treasure, experience points, equipment, or other value or status indicators. This data may be reset at any time during the testing process, and it may be reset when the particular game completes a testing phase. In this case, all player history and data will be erased and each player will return to novice status.

By selecting a "Play" button to start a beta game, you agree that: (i) playing beta games is at your own risk and you know that the games may include known or unknown bugs, (ii) any value or status indicators that you achieve through game play may be erased at any time, (iii) EA has no obligation to make these games available for play without charge for any period of time, nor to make them available at all, (iv) these games may be available only by subscription once the Beta Test process is complete or at any time in the future; (v) EA's Terms of Service apply to your use of the games during the testing phase, and (vi) if it is a closed beta test, you will keep all information about the beta games confidential as stated above and not disclose such information to any other person.

Beta Test accounts are non-transferable under any circumstances.

### **The Xbox LIVE® Terms of Use**

The Xbox LIVE® Terms of Use continue to apply in their entirety and govern your conduct while accessing EA Services through Xbox LIVE®. To the extent that Xbox LIVE® Terms of Use conflict with the EA Terms of Service, the Xbox LIVE® Terms of Use control. EA is solely responsible for the operation and content of EA Services. Microsoft may collect and use information about you and your use of Xbox LIVE® while accessing EA Services through Xbox LIVE®. Microsoft's use and collection of such information is governed

by the Xbox LIVE® Privacy Statement (available at xbox.com or by calling 1-800-4MY-XBOX). BY ACCESSING EA SERVICES THROUGH XBOX LIVE® YOU HEREBY AGREE THAT MICROSOFT SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT YOU MAY SUFFER WHILE ACCESSING EA SERVICES THROUGH THE XBOX LIVE® SERVICE, AND YOU HEREBY WAIVE ANY AND ALL CAUSES OF ACTION AND CLAIMS THAT YOU MIGHT BE ABLE TO ASSERT AGAINST MICROSOFT ARISING OUT SUCH DAMAGES OR YOUR USE OF EA SERVICES. EA is solely responsible for providing all customer support and billing for services obtained through EA Services.

### **EA Online Service for the PlayStation®2 Computer Entertainment System**

*- Statement by Sony Computer Entertainment (North America)*

"DNAS"

This Software uses "DNAS" (Dynamic Network Authentication System), a proprietary authentication system created by Sony Computer Entertainment Inc. ("SCEI"). "DNAS" retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. The information collected does not identify the user personally and will not be shared with any non-SCE company. A PUBLISHER CAN COMBINE THIS INFORMATION WITH PERSONALLY IDENTIFYING INFORMATION FROM THE PUBLISHER'S RECORDS IF THE USER PROVIDES THE PERSONALLY IDENTIFYING INFORMATION. BEFORE PROVIDING ANY PERSONAL INFORMATION TO A PUBLISHER, PLEASE BE SURE TO REVIEW THE PUBLISHER'S PRIVACY POLICY AND TERMS AND CONDITIONS OF USE. DO NOT PROVIDE PERSONALLY IDENTIFYING INFORMATION TO A PUBLISHER UNLESS YOU ACCEPT THE CONDITIONS OF USE AND TERMS OF THEIR PRIVACY POLICY. SCEI, Sony Computer Entertainment America ("SCEA") and their affiliates cannot guarantee the continuous operation of the "DNAS" servers. SCEA shall not be liable for any delay or failure of the "DNAS" servers to perform. If you receive a message during login identifying a "DNAS" authentication error, please contact SCEA Consumer Services at 1-866-466-5333. For additional information concerning "DNAS", visit [www.us.playstation.com/DNAS](http://www.us.playstation.com/DNAS). In the event of a system's incompatibility or inoperability with DNAS, the sole liability of SCEI, SCEA and their affiliates shall be limited to the repair or replacement of the user's affected game software, system or peripherals at the option of SCEA. SCEA, its parents, affiliates, or licensed Publishers shall not be liable for any delays, system failures, authentication failures, or system outages, which may, from time to time, affect online game play or access thereto.

*- Statement by Sony Computer Entertainment (Europe)*

This Software uses "DNAS" (Dynamic Network Authentication System), a proprietary authentication system created by Sony Computer Entertainment Inc. ("SCEI"). "DNAS" retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. SCEI, Sony Computer Entertainment Europe ("SCEE") and their affiliates cannot guarantee the continuous operation of the "DNAS" servers. SCEE shall not be liable for any delay or failure of the "DNAS" servers to perform. If you receive a message during login identifying a "DNAS" authentication error, please contact your local PlayStation Customer Care line on the number provided in the software manual. For additional information concerning "DNAS", refer to [PlayStation.com](http://PlayStation.com). In the event of a systems incompatibility or inoperability with DNAS, the sole liability of SCEI, SCEE and their affiliates shall be limited to the repair or replacement of the user's affected, game software, system or peripherals at the option of SCEE. SCEE, its parents, affiliates, or licensed Publishers shall not be liable for any delays, system failures, authentication failures, or system outages, which may, from time to time, affect online game play or access thereto.

*- Statement by Sony Computer Entertainment (Japan) for Privacy Policy & Network*

This Software uses Network Authentication System. Network Authentication System retrieves information about a user's hardware and software for authentication, copy protection, account blocking, system, rules, or game management and other purposes. The information collected does not identify the user personally.

Electronic Arts can combine this information with personally identifying information from Electronic Arts' records if you provide the personally identifying information. Before providing any personal information to Electronic Arts, please be sure to review Electronic Arts' privacy policy and terms and conditions of use. Do not provide personally identifying information to Electronic Arts unless you accept the conditions of use and terms of their privacy policy.

### **EA Online Service for the PlayStation®3 Computer Entertainment System**

The PlayStation®Network ("PSN") Terms of Service continue to apply in their entirety and govern your conduct while accessing EA Online through the PlayStation®Network. Any conflict between the EA Online Terms of Service and the PSN Terms of Service and User Agreement shall be resolved in favor of the PSN Terms of Service and User Agreement.

### **PlayStation®Store Purchases in Europe**

Any content purchased in an in-game store will be purchased from PlayStation Network Europe Limited ("PSNE") and be subject to PSNE's Terms of Service and User Agreement which is available on the PlayStation®Store. Please check usage rights for each purchase as these may differ from item to item. Unless otherwise shown, content available in any in-game store has the same age rating as the game.

### **PlayStation®Store Purchases in USA and Canada**

Purchase and use of items are subject to the PlayStation®Network Terms of Service and User Agreement. This online service has been sublicensed to you by Sony Computer Entertainment America.

### **Adobe® Products**

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