

## EIDOS ONLINE GAME SERVICE AGREEMENT

Project:Snowblind ("the Game")

Last Updated on 12 January 2005.

### IMPORTANT NOTICE: PLEASE READ

Welcome to the Eidos Online Game Service (the "Service") for the Sony PlayStation(R)2 computer entertainment system which allows the holder of a valid UserID (as defined below) to access and enjoy on-line features and functionality built into certain computer games published by Eidos and its international affiliates ("Online Features").

The Service is operated by Eidos Inc., a Californian corporation, whose principal place of business is at 651 Brannan Street, 4th Floor, San Francisco, CA 94107 (referred to as "Eidos" or "we"). The Service and Online Features of the Game are made available only to holders of a valid registration and UserID entitling them to access and use the Online Features (referred to as "you" or "user") strictly upon and subject to the terms and conditions set out or referred to below.

#### Contact Address

All technical or other queries and complaints in connection with the Service should, unless otherwise specified, be sent to the following contact address:

651 Brannan Street  
4th Floor  
San Francisco,  
CA 94107, USA  
for the attention of: Community Administrator  
Community@eidos.com

You may be only moments away from enjoying the fantastic online experience offered by the Service. However, before you do, please take the trouble to read the terms and conditions in the document below. Please don't just scroll down to the end and click "accept" without reading them. This document includes a number of important Parts:

- a. the Terms of Service. This Part includes information about the terms upon which we provide the Service, Service conditions and important limitations that, by agreeing to use the Service, you will be bound by. However, your statutory rights with respect to any goods supplied as part of the Service are not affected.
- b. the Rules of Play. We want everyone to have fun and get the most out of the online experience. This

Part sets out your responsibilities and the rules which we expect all users to abide by.

c. Important Reminders. Whilst online, the Service may allow users to communicate with friends and strangers from across the globe by text and voice chat. The Service may also include community forums and other chat rooms. These communications are public and so can be viewed not just by friends but anyone else who is currently connected to the on-line mode of the Game. This Part includes a number of guidelines which you should always follow whenever communicating with others over the Internet, particularly with people you do not know. They are there for your own protection.

d. the Eidos Online Privacy Policy. We take matters of personal privacy seriously. This Part describes what we will and won't do with your personal information.

In addition, we know how attached you can get to your games but you need to look after yourself too. We strongly recommend that you pay attention to the Health warnings and Guidelines included in the Manual accompanying your game.

THIS DOCUMENT AND ALL TERMS, CONDITIONS, POLICIES AND NOTICES CONTAINED OR REFERRED TO IN IT IS AN AGREEMENT BETWEEN YOU AND EIDOS RELATING TO PROVISION OF THE SERVICE AND THE ONLINE FEATURES ("AGREEMENT"). THE SERVICE AND ONLINE FEATURES ARE OFFERED TO YOU CONDITIONAL UPON YOUR ACCEPTANCE OF ALL OF THE TERMS, CONDITIONS, POLICIES AND NOTICES SET OUT OR REFERRED TO IN THIS DOCUMENT WITHOUT MODIFICATION. BY COMPLETING THE ONLINE REGISTRATION PROCESS FOR THE SERVICE AND SELECTING "ACCEPT" BELOW YOU ARE AGREEING TO THIS AGREEMENT.

IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT YOU SHOULD SELECT "DECLINE", CANCEL THE REGISTRATION PROCESS (WHERE YOU DO NOT ALREADY HAVE A VALID REGISTRATION FOR THE SERVICE) AND NEITHER USE THE SERVICE NOR ACCESS OR PLAY THE ONLINE FEATURES ASSOCIATED WITH THE GAME.

A PRINTABLE COPY OF THIS AGREEMENT (INCLUDING OUR ONLINE PRIVACY POLICY) CAN BE FOUND AT <http://www.eidos.com/online>.

## A. Terms of Service

### 1. The Basics of the Service and Registration

1.1 Availability of the Service and Online Features is subject to you completing a registration for the Service and holding a valid UserID. If you already have an existing UserID issued by Eidos or any of its affiliates in connection with the Service then you may be able to use that to access the Online Features associated with the Game subject to your acceptance of the terms and conditions of this Agreement as stated above. Not everyone is entitled to register for the Service. For example, registration for the Service may be subject to age restrictions applicable to you in your territory or by virtue of laws applicable to you in certain territories. In particular we have special rules applicable to children and your attention is specifically drawn to paragraph 3 below and the provisions of the Eidos Online Privacy Policy for further information in this regard.

1.2 Once you have accepted this Agreement and have satisfactorily completed the online registration process by following the relevant instructions on-screen, you will be entitled to use the Service upon the terms and subject to the conditions in this Agreement. Your registration is personal to you and may not be transferred. Registration will entitle you to use the Service in order to play the Online Features of the Game only.

1.2 As part of the registration process you will select a unique user name ("UserID") and password ("UserPassword"). You should choose a UserID which does not identify your real name. Moreover, we strongly urge you not to choose a UserID which could possibly be used to identify you, your address, your age, postal/zip code, email address or telephone number. You cannot use a UserID which is already allocated to another user and it is a condition of your rights to use the Service that you do not choose a UserID which is obscene or otherwise offensive. We may but are not obliged to filter certain words and phrases which we consider unacceptable. However, whilst any registration process we may adopt may filter out certain unacceptable words and phrases it can never be a comprehensive filter. We therefore reserve the right to terminate your registration for the Service (or otherwise require you to re-register with a new acceptable UserID) at a future date if, in our discretion, we consider your UserID or the use of it is offensive or otherwise breaches the terms of this Agreement in any way.

1.3 You warrant that all information provided to us during the registration process is true and accurate.

1.4 You agree not to allow anyone else to use your UserID and not to disclose your UserPassword to anyone else. This is as much for your own protection as ours and other users. However, you accept that you are solely responsible and liable for the activity carried out under your UserID on the Service and so if you do enable anyone else to use your UserID and/or UserPassword not only do you do so at your own risk but you will also be in breach of this Agreement. We may terminate your registration immediately for any breach of this agreement and in such event you will not be permitted to re-register without the express permission of Eidos.

1.5 Acceptance of this Agreement and registration does not give you the right to access and play all games which are made available via the Service nor does it entitle you to use or have access to any other service or website operated by Eidos or any of its international affiliates. It may not be possible to play Online Features of any other Eidos games using your UserID. Separate registration for the Service may be required in order to play the Online Features associated with other Eidos games, or access to the Online Features which may otherwise be subject to eligibility criteria which you may not meet and acceptance of terms, conditions and restrictions which may or may not be the same as this Agreement. In particular, access to certain services or specific games may be subject to:

(a) different or additional terms and conditions which require acceptance as a condition to access and play;

(b) a subscription charge or other payment; or

(c) age or other restrictions applicable to the game content as stipulated by us.

1.6 We reserve the right to reset your registration account at any time without notice to you in which case you may have to re-register under a different UserID and/or UserPassword in order to be able to continue to use the Service to play the Online Features. Eidos accepts no liability of any nature whatsoever for any loss or damage suffered or incurred by you as a result of us resetting your registration account (including, but not limited to, loss of data).

1.7 You agree that all communications which you may make with other users whilst using the Service and the Online Features via chat rooms, community forums, message boards, voice chat or otherwise are public and not private communications and that you have no expectation of privacy concerning your use of the Service. Moreover, you agree that you acquire no right, title or interest in any character, data, property or other matter which you may acquire, create or develop while playing a game in Online mode (including, but not limited to, game statistics, player results, league tables and your UserID).

## 2. Changes to the Service and Modifications to this Agreement

2.1 We may:

(a) change the Service; and/or

(b) makes changes to this Agreement

at any time. In addition, we do not make any guarantee that you will be able to continue to play all or any of the Online Features on the Service for any length of time. We reserve the right to withdraw any Online Features related to any game or games at any time.

2.2 Where we make a change to this Agreement such change will become effective thirty (30) days after posting the revised Agreement on the Service or other notification of such change to you by email or other means as set out below. A copy of the latest version of this Agreement applicable to each Eidos game in respect of which on-line features are made available via the Service can always be found at <http://www.eidos.com/online>. We therefore recommend that you regularly review the latest version of this Agreement. If you continue to use the Service thirty (30) days after the date that the revised Agreement is posted on the Service (or website address referred to above) then you will be deemed to have accepted all such changes. If you do not wish to accept or be bound by such changes, your exclusive remedy is to cancel your registration and stop using the Service before the end of such thirty (30) day period. Cancellation may be effected by email to [Community@eidos.com](mailto:Community@eidos.com).

## 3. Children

**WE ASK PARENTS AND LEGAL GUARDIANS OF CHILDREN UNDER THE AGE OF 18 TO PAY SPECIAL ATTENTION TO THE ONLINE ACTIVITIES OF THEIR CHILDREN AND TO CAREFULLY READ THIS AGREEMENT. IN PARTICULAR, PARENTS AND GUARDIANS**

SHOULD SPECIFICALLY MAKE CHILDREN UNDER THEIR CARE AWARE OF THE RULES OF PLAY IN PART B AND THE IMPORTANT REMINDERS CONTAINED IN PART C BELOW. IT IS THE RESPONSIBILITY OF THE PARENT OR GUARDIAN TO SUPERVISE THE USAGE BY MINORS OF THE SERVICE.

3.1 Neither the Service nor the Online Features of the Game are directed to children under the age of 13 and Eidos will not knowingly collect personally identifiable information from anyone under 13. Further information concerning children and collection of information from children is contained in the Eidos Online Privacy Policy.

3.2 In addition, users under a particular age may be ineligible to play the Online Features associated with certain games which are subject to minimum age requirements stipulated by us. The right to play any such game is subject to the user meeting such minimum age requirements as at the date of acceptance of this Agreement for the particular game.

3.3 No information should be submitted nor posted to or on the Service by anyone under the age of 13. In such circumstances, where such children are nevertheless permitted to participate in any online activities, we may require written permission to be given by a parent or legal guardian in accordance with such procedures as may be stipulated by us from time to time on the Service as a condition to such children being able to participate in any online activities using the Service.

3.4 All games published by Eidos carry a voluntary or mandatory age-rating identified on the packaging for the relevant game. You should not allow players under the minimum age requirement specified in the applicable age rating for the game in your jurisdiction to play the game and by accessing the Online Features of a game you confirm that you and other players you allow to play such game have attained any such minimum age. Moreover, the content of the game may change due to interactive exchanges between players in the On-line mode. Neither Eidos nor Sony Computer Entertainment Inc. accept any responsibility for content which is external to the game itself.

#### 4. Technical Requirements

4.1 Your ability to access the Service and Online Features of Eidos games is dependent upon certain minimum technical requirements being met as prescribed by us from time to time for each particular game. You are solely responsible for meeting the minimum technical requirements and paying for all connection fees to the Service. Minimum technical requirements may vary from game to game and your use of the Service and access to Online Features associated with any game is subject to your technical and connection infrastructure meeting such minimum technical requirements. We may modify the minimum technical requirements for use of the Service in relation to any one or more games at any time and without giving notice to you.

#### 5. Restrictions upon your use of the Service

5.1 The Service is made available to you for personal use only. All commercial use is prohibited.

Commercial use includes, but is not limited to, charging others to play the Service using your UserID and/or UserPassword, organising competitions for money or money's worth between users and/or other third parties.

5.2 You will not use the Service for any unlawful or illegal purposes nor will you use the Service in any manner which is in breach of the Rules of Play.

5.3 In relation to your use of the Service, you undertake to comply with all applicable laws and regulations.

5.4 You will not attempt to damage, disable, hack into, gain unauthorised access to, overtake or adversely affect in any manner the Service or interfere with any other user's use and enjoyment of the Service.

5.5 You will not attempt to cheat when playing other users in Online mode. We may adopt technical measures designed to identify players who appear to be cheating which may lead to them being prevented from using the Service in future and their registrations for the Service either being suspended or terminated (at our discretion).

5.6 Except as otherwise expressly permitted in this Agreement or any separate agreement between Eidos and you, your use of the Service gives you no rights whatsoever to use, reproduce, transmit, copy, distribute, perform, licence or otherwise deal with any information, computer software, data, images, content or services obtained or received by you as a result of your access to and/or use of the Service. All rights are hereby reserved by Eidos and its licensors.

## 6. Subscription Services

6.1 Certain goods or services available via the Service including, but not limited, certain games and activities, may attract subscription or other fees. You will not be allowed to access or acquire these goods or services without paying the applicable subscription or other fees in respect of which additional terms and conditions may apply.

## 7. Software Downloads

7.1 In connection with the Service or certain games you may be required to download certain software ("Service Software"). In addition, we may automatically set the Service system to download Service Software patches automatically to your Memory Card (8MB) (PlayStation(R)2) when you connect to the Service and you irrevocably agree that we may do this. Your rights to download, install and otherwise use such Service Software will be governed by and subject to your acceptance of the terms and conditions of the end user licence agreement accompanying such Service Software ("EULA"). In any case where you are not required to accept the terms of an EULA the following terms and conditions of this paragraph 7 shall apply. You are granted a limited, personal, non-transferable, non-exclusive licence to use such Service Software solely in connection with the Service and on a Sony PlayStation(R)2

Computer Entertainment System. All other rights attaching thereto are reserved absolutely by the respective licensors. You agree not to modify, decompile, disassemble, reverse engineer such Service Software unless and then only to the extent permitted by a mandatory provision of applicable law. Unauthorised use of computer software may be an infringement of copyright and be liable to civil and criminal sanctions.

7.2 Any licence granted to you under paragraph 7.1 above shall terminate upon termination of your right to use the Service.

7.3 All Service Software downloaded to your console in connection with the use of the Service is provided "as is" without any warranty, guarantee or representation of any kind. It is used by you at your sole risk.

7.4 To the maximum extent permitted by applicable law, neither we nor any of our licensors or suppliers shall have any liability to you of any kind or nature, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss, damage, cost or expense (including but not limited to damage to any equipment, computer hardware, software or any special, incidental, punitive and consequential loss) suffered or incurred by you as result of your downloading and/or using any Service Software.

7.5 The downloading of computer software may be subject to certain laws applicable in the United States of America regarding export controls. You warrant that you are not located in any jurisdiction nor are you exporting any Service Software to any person or jurisdiction to which you would be prevented under any such export control laws without having obtained any requisite governmental permissions.

## 8. Monitoring

8.1 We may, but are not obliged to, monitor use of the Service (and we may not attempt to do so) nor do we pre-screen information, messages or other content posted by users on any part of the Service. **WE CANNOT THEREFORE GUARANTEE THAT YOU WILL NOT ENCOUNTER SUBJECT MATTER THAT YOU CONSIDER OFFENSIVE OR OTHERWISE INAPPROPRIATE AND WE ACCEPT NO LIABILITY FOR ANY FAILURE TO, OR DELAY IN, REMOVING ANY SUCH CONTENT OR MATTER. HOWEVER, YOU MAY MAKE COMPLAINTS BY SENDING AN EMAIL OR WRITTEN NOTICE TO THE CONTACT ADDRESS GIVEN ABOVE.**

8.2 The Service and Online Features may differ from game to game but may include, for example, the facility for in-game voice chat or text-based communication. All information, messages and images posted by you on any part of the Service is posted at your own risk and we do not assume any responsibility for it.

8.3 We reserve the right, in our absolute discretion, to remove content submitted by you without notice that we consider offensive, defamatory, obscene, abusive, racist, likely to cause worry or fear or is otherwise objectionable or offends the Rules of Play. You accept that we are final arbiters in all cases

with respect to such matters.

8.4 We reserve the right, without notice to you, to retain, monitor and/or disclose any content submitted by you or other information which we have or acquire related to you or your use of the Service as we consider necessary in order to comply with any applicable law, regulation, legal proceedings, statutory duty, governmental request made to us, or as part of any request made from a law enforcement agency of competent jurisdiction in relation to a criminal investigation.

## 9. Rights Granted to Eidos

9.1 You warrant to us that you have the absolute right and authority to post any content or other information which you post when playing a game in Online mode via the Service. You irrevocably grant us the world-wide, royalty-free, right and licence (with the right to grant sub-licences) to use, reproduce, publicly display, edit, modify, translate and format in any manner we choose all content, images and other communications you post on the Service.

9.2 You consent to our use and reproduction of your UserID, country of residence (as stipulated by you during the registration process) and scores in connection with any compilation of game statistics, score tables and leagues which we may make available on the Service or other websites or materials published by Eidos or any of its affiliates.

**YOUR ATTENTION IS SPECIFICALLY DRAWN TO THE PROVISIONS OF PARAGRAPHS 10, 11 AND 12. THESE PARAGRAPHS CONTAIN DISCLAIMERS FROM EIDOS AND ITS AFFILIATES, LIMITATIONS ON OUR LIABILITIES TO YOU, LIMITATIONS AND EXCLUSION OF RIGHTS AND REMEDIES ON YOUR PART AND INDEMNIFICATION OBLIGATIONS TO US.**

## 10. Disclaimers

10.1 We do not guarantee nor do we make any representations or warranties that the Service (or Online Features associated with any game) will be available at all or at any times or that it will be error-free, uninterrupted or secure.

10.2 Unless and to the extent only that the following exclusions are incapable of exclusion by applicable law, the Service and all its features (including any goods or services) are provided on an "as is" and "as available" basis without warranties, terms, conditions or representations of any kind, whether express or implied by statute or operation of law.

10.3 To the maximum extent permitted by applicable law, Eidos expressly disclaims all warranties, representations, terms and conditions of any kind, express or implied, including but not limited to any implied warranties, terms or conditions of merchantability, fitness for purpose, satisfactory quality, title, non-infringement of intellectual property and other third party rights with respect to the Service or any goods, services or other activities (including, but not limited to Online Features) sold, supplied or otherwise made available on or from the Service.

10.4 Some states or jurisdictions may not allow the limitation or exclusion of certain warranties or conditions and where that is the case and to such extent the exclusions and limitations in this Agreement may not apply to you. Your statutory rights are not affected.

## 11. Your Exclusive Remedies and Our Liability Limitations

11.1 Your exclusive remedy under or in relation to this Agreement and/or the Service is that set out in paragraph 13.3 below.

11.2 To the maximum extent permitted by applicable law, in no event shall Eidos or any of its subsidiaries, international affiliates or successors and assigns (together the "Eidos Parties" and each an "Eidos Party") be liable for any:

- (a) loss of profit, goodwill, reputation, opportunity; and/or any
- (b) indirect, incidental, consequential, special or punitive loss or damage

of any kind or nature whatsoever suffered or incurred by you arising out of, based on, or resulting from the Service, your use of the Service or this Agreement and whether arising from breach of contract, misrepresentation (other than fraud), negligence or other tort, or breach of statutory duty or otherwise, and regardless of whether or not any of the Eidos Parties has been advised of the possibility of any such loss or damage being suffered or incurred.

11.3 In addition, the aggregate liability of the Eidos Parties under or in relation to this Agreement, the Service and your use thereof (whether arising from breach of contract, misrepresentation (other than fraud), negligence or other tort, or breach of statutory duty or otherwise) shall be limited to the greater of (i) the amount you have paid any Eidos Parties for the right to use the Service (including the amount of any subscription or similar fees and any licence or other fees paid for the provision of any services related to the Service such as technical support, software patches, updates and upgrades) during the six months prior to the date of the first claim made against any Eidos Parties; or (ii) US\$75.

11.4 In any event, no Eidos Party shall be liable for any delay or failure in the performance of any obligation under this Agreement or the provision of the Service by reason of any fact, event or circumstance which is outside of the reasonable control of such Eidos Party.

11.5 Notwithstanding any other provision of this paragraph 11, nothing in this Agreement shall exclude or limit the liability of the Eidos Parties for death or personal injury caused by our negligence.

11.6 Any third party material or software downloaded through or for use of the Service is undertaken at your sole risk and Eidos shall not be liable for any damage to your Sony PlayStation(R)2 console or any computer software or system or loss of data that may result from the download of any such third party material or software.

11.7 Your statutory rights as a consumer with respect to any goods supplied as part of the Service are not affected.

## 12. Your Indemnification Obligations to Eidos

12.1 You agree to indemnify and keep indemnified on demand the Eidos Parties and their respective officers, directors, employees and agents (together "Eidos Indemnitees") from all claims, demands, proceedings, liabilities, losses, damages, costs and expenses suffered or incurred by any Eidos Indemnitees arising from, based on, or in relation to :

- (a) any breach by you of any provision of this Agreement including, but not limited to, the Rules of Play;
- (b) any illegal, unlawful or other use by anyone to whom you have given permission to use your UserID; or
- (c) your conduct on the Service or from any material (including but not limited to text, voicechat or images) that you may contribute to or submit on the Service including, but not limited to, any claim made against any Eidos Indemnitees for infringement of third party proprietary rights in relation to any such material contributed by or posted by you on the Service.

## 13. Termination

13.1 You may cancel your registration at any time by sending us an email to the Contact Address specified above.

13.2 We may terminate or suspend the Service or your use of the Service at any time, with or without reason or cause, and with or without notice. Your right to use the Service shall terminate immediately upon termination of the Service in relation to the Game or your use thereof and our obligations to you to provide the Service shall immediately cease.

13.3 You agree that in the event of any dispute between you and Eidos your sole and exclusive remedy is to cancel your registration and use of the Service as provided in paragraph 13.1 above.

13.4 As a result of termination of the Service or your use thereof, you will lose any information that you have stored on the Service and you shall have no right to retrieve it.

13.5 The provisions of paragraphs 10, 11 and 12 shall survive the termination of this Agreement or your right to use the Service for any reason.

## 14. General

14.1 This Agreement any document referred to herein which incorporated herein by reference shall

together constitute the entire agreement between Eidos and you with respect to the subject matter of this Agreement, as the same may be modified and/or supplemented as provided for herein.

14.2 Eidos may assign, delegate and otherwise transfer its rights and obligations under this Agreement, in whole or in part, to any third party and without notice to you. You may not assign, delegate or otherwise transfer any of your rights and obligations under this Agreement to any third party.

14.3 If any provision of this Agreement is illegal or unenforceable pursuant to applicable law, then such illegal or unenforceable provision will be deleted without prejudice to the remaining provisions of this Agreement which shall remain in full force and effect.

14.4 This Agreement and all disputes, controversies, questions and legal proceedings in connection therewith shall be governed by, and construed in accordance with, the laws of California, USA without reference to conflict of laws principles. Eidos and you each irrevocably consent to the exclusive jurisdiction of and venue in the state and federal courts situated in San Francisco, California in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or any other disputes, controversies and legal proceedings arising out of or in relation to this Agreement, its termination or the use of the Service.

#### 15. Removal of Material for Which Copyright Infringement is Claimed

Pursuant to 17 U.S.C. section 512 as amended by Title II of the Digital Millennium Copyright Act, Eidos has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. If you believe your copyrights are being infringed by any user of the Service, please fill out a Notice of Infringement form <http://www.eidos.com/online> and fax it to Eidos.

The information requested by the Notice of Infringement form substantively complies with the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. section 512(c)(3)(A), which provides:

To be effective under this subsection, a notification of claimed infringement must be a written communication provided to the designated agent of a service provider that includes substantially the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably

sufficient to permit the service provider to locate the material.

(iv) Information reasonably sufficient to permit the service provider to contact the complaining party such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.

(v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notification from a copyright owner or from a person authorized to act on behalf of the copyright owner that fails to comply substantially with the provisions above shall not be considered as providing actual knowledge or an awareness of facts or circumstances from which infringing activity is apparent.

Please provide a Notice of Infringement form each time you wish to report alleged acts of infringement and fax it to the number provided.

## B. THE RULES OF PLAY

These rules are mandatory and are for the benefit of all users of the Service. Eidos is the sole and final judge of whether any conduct falls foul of these rules. Failure to comply with these rules may lead either to (a) the suspension or termination of your right to use the Service; and/or (b) details of any illegal behaviour being disclosed to relevant law enforcement agencies in cooperation with them. The Service may offer a facility enabling users to report abusive or other conduct which they think breaches the Rules of Play.

Please remember you are personally responsible for the use of your UserID, UserPassword and the Service.

- No pornographic or sexually suggestive material. Any sexually oriented imagery or links to such content will not be tolerated. Additionally, sexually suggestive discussions are not acceptable.

- No Warez or Illegal Software. This includes linking to software, posting about it, and suggesting getting it all of which are unacceptable. We will not tolerate postings or other communications that encourage people to violate copy protection by referring them to websites that have copy protection codes publicised.

- No cursing or swearwords.

- No impersonations. You must not attempt to impersonate other users. Do not post email addresses, phone or physical addresses, whether your own or of anyone else.

- No advertising or promotion. You must not post topics or messages that solicit or transmit advertising, promotional materials, chain letter, pyramid schemes or otherwise make any commercial use of the Service.
- No spamming. Spamming is characterised by the initiation of threads or posts that contribute nothing to a particular forum, Examples include: empty bodies, bodies with few words that have no relation to the current thread or discussion and those posts that state they are Spam, either to annoy or increase a user's post count.
- No "Slam" postings. By slam postings, we mean posts that make statements such as " this product is horrible. No one should buy it". These postings are unacceptable as are any postings that refer to other users, our developers, Eidos, its affiliates and any of our competitors.

### C. IMPORTANT REMINDERS

**THIS SECTION IS IMPORTANT AND WE URGE YOU TO TAKE A FEW MOMENTS TO READ THESE MESSAGES.**

Your communications on the Service whether in chat rooms, on forums and in-game are public and can be seen by anyone else using the Service. This means that you are liable to receive unsolicited communications from other users whose identities will not be revealed, other than their unique UserID.

We are not responsible for your actions or the actions of others. There are, however, some common sense rules which you should always abide by when using the Service and making communications with others via the Service or when you are on the Internet in general.

Other users may not be who they say they are, or who you think they are. Unfortunately we cannot rule out that there are dangerous people using the Service. Under no circumstances should you ever give out your real name, your address, telephone or mobile number or any other personal details or information which could identify who you are or where you live. Similarly even giving out your email address may be a bad idea if it contains part or all of your personal name.

Always be wary of giving out details about what you do, where you go, what School or College you attend, where you work or your physical attributes.

**ABOVE ALL WE WOULD STRONGLY ADVISE YOU AGAINST MEETING ANYONE THAT YOU KNOW ONLY FROM USING THE SERVICE.**

**NOTE FOR PARENTS AND GUARDIANS: YOU SHOULD NEVER ALLOW CHILDREN IN YOUR CARE TO USE THE SERVICE WHILST UNSUPERVISED. PLEASE ENSURE THAT YOUR CHILDREN KNOW HOW TO ENSURE THEY DO NOT GIVE OUT TOO MUCH PERSONAL INFORMATION AND THAT THEY UNDERSTAND HOW TO USE THE SERVICE**

SAFELY.

DNAS

Message from SCEE:

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. 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, console 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.

#### D. EIDOS ONLINE PRIVACY POLICY

Last updated 19 November 2004

PLEASE READ CAREFULLY

##### Scope and application of this Privacy Policy

Eidos Inc. ("Eidos" or "we") respects your privacy and is committed to protecting the personal information collected about you. To further this commitment, we have adopted this Online Privacy Policy ("Privacy Policy") to guide how we collect, store and use any information you provide us through your Sony PlayStation(R)2 Computer Entertainment System in connection with and as a result of your use of the Eidos Online Game Service ("Service") to play the on-line gaming features of the "Game" and any other Eidos computer game made available on the Service where you are able to use your unique UserID to play the Online Features associated with any such other game.

This Privacy Policy only applies to the collection and use of information through your Sony PlayStation (R)2 console via our Service in relation to your use of the Online Features. It does not apply to information which may be collected by Eidos or any of its affiliates otherwise than via the Service including offline or through any websites operated by Eidos or its international affiliates. You are therefore encouraged to read the privacy policy applicable to the relevant game, website or service before you submit any personal information to it.

As a condition of your registration for and use of the Service you agree to be bound by the terms of this

Privacy Policy (which agreement constitutes your consent to the use and processing of information in accordance with this Privacy Policy). If you do not agree to this Privacy Policy you should not complete your registration for the Service nor otherwise use the Service in relation to the Game.

Eidos reserves the right to make changes to this Privacy Policy without giving prior notice to you. You should therefore periodically check that this Privacy Policy is the latest version by going to <http://www.eidos.com/online> where you will find a printable copy of the latest version of this Privacy Policy. At the top of this Privacy Policy there will be a date when this Privacy Policy was last updated. Your continued use of the Service will constitute your acceptance of any changes.

What information does Eidos collect?

In order to access the Service you need to create a registration account. You will be asked for the following contact and other personal information: postal/ZIP code, gender, country of residence, email address and date of birth.

It is not possible to register for the Service without completing the mandatory fields which are specified during the registration process.

In addition, you will need to create your own unique UserID and UserPassword. Your UserID will be your nickname. Your UserID and country of residence (as provided by you during the registration process) will be seen by other players using the Service in the following ways:

- when you log on to the Service;
- when you join an on-line game or participate in a lobby or community chat room;
- in league tables and other game statistics which may appear on the Service.

If you choose not to submit personal information when requested, you may not be able to participate in certain activities available through the Service and this may limit the services we can provide you.

As stated in the Terms of Service since your UserID and other communications made through your console are public and you shall have no expectation of privacy with respect thereto, we strongly urge you not to use your personal information when choosing a UserID or otherwise communicating with others on the Service.

The Service may allow you to chat with other users via voice communications or otherwise to attach graphics and other content. Again, all communications and attachments may be capable of being viewed or heard by others using the Service.

We do not guarantee the security of, nor are we responsible for, any information posted on any in-game lobby room or other chat or community forum. Any such information could be collected by others.

We will also automatically collect such information as is necessary relating to your console to enable us to provide you with automatic software updates for your console and software patches for the Game.

We may collect and retain files of information concerning usage of the Service. We generate these entries anonymously. They help us to determine (among other things) how many and how often users have accessed the Service, what games have been played, game scores and other in-game statistics. We also use these entries for our own internal marketing and demographic studies, so we can constantly improve the services we provide to our customers.

In addition, we may collect personal information from users when emails and other notices are sent to us.

### Billing information

Where we make a charge for the Service or any goods or services made available on the Service you will be required to open a billing account as a result of which it will be necessary to provide your name, billing address, credit or debit card number, expiry and other details, contact telephone numbers and date of birth.

How does Eidos use the information it collects from you?

Generally, information that we collect for a particular purpose is used for that purpose only. For example, information collected from you during your registration for the Service will be used to provide you with the benefits associated with such registration (e.g. to provide you with the features offered by the Service) including in the manner permitted under our Terms of Service. And, of course, credit card and other billing information is used solely to fulfil and process subscriptions and other purchase orders. Unless you have opted to consent to our use of your information for the purposes specified in the next paragraph below, your email address and other personal information will be retained and used only to the extent necessary to allow us to provide you with the features offered by the Service or to inform you of Service-related announcements or promotions (such as updates to our Terms of Service or Privacy Policy, new areas or features of the Service and technical support issues). There are certain updates and messages concerning the Service that you will not be able to opt-out of receiving as they are part of the Service.

Subject to you having checked the appropriate box during the registration process indicating your consent to the relevant use and processing of your personal information we may use and process personal information collected via the Service for the purposes of:

- (a) providing you with information concerning other products, services and promotions of Eidos and its affiliates.
- (b) providing you with information concerning other products, services and promotions of preferred

partners of Eidos and its affiliates. In this case such information may also be provided by preferred partners to whom you have given your consent to your information being shared with.

If you no longer wish to receive information about any such other products, services or promotions of Eidos, its affiliates or preferred partners you may opt-out either by using the on-line form available at <http://www.eidos.com/online> or by writing to the Eidos Community Administrator at the contact address given above.

Who is collecting your personal information and is it shared with anyone?

The information that you disclose through your console or computer and the Service is collected by Eidos or by a third party on Eidos' behalf and is used in accordance with the provisions of this Privacy Policy. For example, the underlying technical architecture, infrastructure and support relating to the Service is provided by third party service providers. All such third party service providers use your information for the purposes only of providing services on Eidos' behalf.

In addition, we may disclose personal information in the good faith belief that we are required to do so by law, including but not limited to disclosure to law enforcement or other government officials in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose you or Eidos to legal liability. In addition, in the event of a merger, acquisition, reorganisation, bankruptcy or other similar event, Eidos' customer information may be transferred to our successor or assign, if permitted by and done in accordance with applicable law.

How can you access your personal information?

If you wish to review, update, or delete any personal information that we may have collected about you in the course of registering for the Service, please contact us by sending an email to [Community@eidos.com](mailto:Community@eidos.com). However, you must be aware that, as outlined in this Privacy Policy, if you want to use the Service there is certain information which we need from you and we may not be able to provide the Service or certain features of it to you without it. Moreover, it may not be technically possible to retrieve, locate, update or otherwise delete records of communications you may have posted on any forum, or in-game. You should also be aware that if you change your email address it may not be possible for us to amend your existing registration, in which case in order to be able to use the Service you will need to re-register for the Service and you will unfortunately not be able to choose the same UserID.

What is Eidos' policy regarding children under 13?

Eidos will not knowingly collect or store any personal information such as names or email addresses from any children under 13 years of age and the Service is not directed to children under the age of 13. If parents or guardians have any questions, concerns or complaints about the Service, they should contact us using the contact information provided below.

We strongly recommend that parents and guardians spend time with their children when they are online

and that they ensure that their children do not give out their real names, addresses, ages, phone numbers of any other personal information when using the Service.

Where will your personal information be held?

The information you provide to us will be held on computers in the USA and/or Canada and may be accessed by or given to our staff working outside the USA and third parties including companies within the Eidos Group of Companies and other third party service providers some of whom are located outside the USA who act for us for the purposes set out in this Privacy Policy or for other purposes approved by you. In addition, if you have indicated by checking the appropriate box during the account registration process that we may share your information with our preferred partners then the information may be held and used by such preferred partners. These partners may be located all over the world.

By registering for and using the Service you consent to any transfer of your information outside of your country on an international basis.

We will always use reasonable efforts to ensure that your information is used by third parties in accordance with this Privacy Policy.

## Use of Cookies

Those users using a personal computer to access the Service in order to play Online Features of a PC version of a game should be aware that we may use cookies to improve the use and functionality of the Service. A "cookie" is a small file or record-keeping device that are stored on a user's computer. Storage of cookies on your system provides an easy and convenient method for us to personalise your experience on the Service. For example, cookies may remember your UserID and Password. We do not use cookies to collect personal information. You can always disable cookies or set your computer to alert you when cookies are being sent to your computer.

## IP Addresses

We may keep track of Internet (IP) addresses to maintain security and safety and to troubleshoot technical problems. An IP address is a number that is used by computers to identify your computer every time you log onto the Internet.

How can you contact us?

If you have any questions, complaints or comments regarding this Privacy Policy or our information collection practices, please contact our Community Administrator at:

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