



PHANTASY STAR ONLINE 2 NEW GENESIS - TERMS OF USE / END USER LICENSE AGREEMENT

TERMS OF USE / END USER LICENSE AGREEMENT

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THIS GUARANTEE SHALL NOT APPLY IF THIS PRODUCT IS USED IN A BUSINESS OR COMMERCIAL MANNER AND/OR IF ANY DEFECT OR FAULT RESULTS FROM YOUR (OR SOMEONE ACTING UNDER YOUR CONTROL OR AUTHORITY) FAULT, NEGLIGENCE, ACCIDENT, ABUSE, VIRUS, MISUSE OR MODIFICATION OF THE PRODUCT AFTER PURCHASE.

IF YOU DISCOVER A PROBLEM WITH THIS PRODUCT WITHIN THE GUARANTEE PERIOD (INCLUDING A PROBLEM WITH THE ACTIVATION OF THE GAME SOFTWARE, USING KEY-CODES OR OTHERWISE),

YOU SHOULD CONTACT THE RETAILER FROM WHERE YOU BOUGHT THE PRODUCT. PLEASE ENSURE THAT YOU HAVE A COPY OF THE ORIGINAL SALES RECEIPT AS YOU MAY BE ASKED TO PROVIDE THIS TO THE RETAILER. IF YOU DISCOVER A BUG OR ERROR IN THE PRODUCT, PLEASE CONTACT THE TECHNICAL SUPPORT TEAM AT SEGA (DETAILS SET OUT BELOW) AND INFORM THEM OF THE DIFFICULTY YOU ARE EXPERIENCING WITH THE PRODUCT. THE RETAILER OR SEGA WILL EITHER REPAIR OR REPLACE THE PRODUCT AT THEIR OPTION. ANY REPLACEMENT PRODUCT WILL BE GUARANTEED FOR THE REMAINDER OF THE ORIGINAL GUARANTEE PERIOD OR NINETY (90) DAYS FROM RECEIPT OF THE REPLACEMENT PRODUCT, WHICHEVER IS LONGER. IF FOR ANY REASON THE PRODUCT CANNOT BE REPAIRED OR REPLACED, YOU WILL BE ENTITLED TO RECEIVE AN AMOUNT UP TO THE PRICE YOU PAID FOR THE PRODUCT. THE FOREGOING (REPAIR, REPLACEMENT OR THE PRICE YOU PAID FOR THE GAME SOFTWARE) IS YOUR EXCLUSIVE REMEDY. FOR THE AVOIDANCE OF DOUBT, THE LIMITATION OF LIABILITY SET-OUT IN SECTION 8 OF THIS AGREEMENT SHALL BE APPLICABLE TO THIS GUARANTEE.

17. OPEN SOURCE SOFTWARE AND THIRD PARTY SOFTWARE

THE GAME SOFTWARE INCLUDES AND/OR USES OPEN SOURCE SOFTWARE ("OSS") AND THIRD PARTY SOFTWARE ("TPS"). YOU AGREE TO BE BOUND BY LICENSE TERMS AS RESTRICTIVE AS THOSE CONTAINED HEREIN IN RESPECT OF THE OSS AND TPS CONTAINED IN THE SOFTWARE.

18. TECHNICAL PROTECTION MEASURES

This Product may be protected by anti-cheat/hacking software and/or Denuvo Anti-Tamper Protection Technology ("**Denuvo Anti-Tamper Technology**"). You hereby acknowledge and agree to the following regarding the Denuvo Anti-Tamper Technology:

1. the installation of the Product will cause the Denuvo Anti-Tamper Technology to be installed on your device;
2. the Denuvo Anti-Tamper Technology may limit the number of installations of the Product;
3. the Denuvo Anti-Tamper Technology may install on your device additional components required for copy protection;
4. during the installation and/or the first launch of the Product, an online connection may be required to activate the Product and the Denuvo Anti-Tamper Technology; and
5. certain files of the Denuvo Anti-Tamper Technology may remain even after the Product is uninstalled from your device. In no event shall SEGA be liable to you in connection with the components that may be installed on your device relating to the Denuvo Anti-Tamper Technology.

If you disable or otherwise tamper with the Denuvo Anti-Tamper Technology, the Product may not operate properly and you are in material breach of this Agreement.

You can find out about Denuvo's privacy practices in its privacy policy: <https://irdeto.com/privacy/>

19. FOR RESIDENTS IN THE UNITED STATES AND CANADA -- BINDING ARBITRATION AND CLASS ACTION WAIVER

This Section 19 applies to you if reside in or acquired and use the Product in the United States or Canada.

Binding Arbitration: You and SEGA (each a “party” for purposes of this Section, and collectively “the parties”) agree that all claims arising out of or relating to this Agreement (including its interpretation, formation, performance and breach), our relationship with each other, or your use of the Product shall be finally settled solely by binding arbitration unless the claim is within the exceptions described below. THIS AGREEMENT MEANS THAT YOU AND SEGA AGREE TO NOT HAVE SUCH CLAIMS RESOLVED IN A TRIAL BY A JUDGE OR JURY. This agreement applies to all kinds of claims, including legal, equitable, or statutory claims, under any legal theory, including ones that have already accrued. It also applies even after you stop using or delete, destroy, or otherwise no longer possess the Product. If you or SEGA brings a claim in court that is subject to arbitration under this section, either party can ask the court to order the parties to resolve the claim by arbitration. The arbitrator, and not a court, shall have the exclusive authority to decide whether any portion of this section is valid or enforceable, or whether it applies to a claim.

Initial Dispute Resolution: Before you commence arbitration of a claim against SEGA, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address, phone number, a detailed description of the dispute, proof of agreement between you and SEGA, and the relief you seek. Any Notice of Dispute you send to us should be emailed to soalegal@segaamerica.com with the subject line “Notice of Dispute.” Before we commence arbitration of a claim against you, we will send you a Notice of Dispute by email or mail, or other appropriate means, including a detailed description of the dispute, proof of agreement between us and you, and the relief we seek. The statute of limitations is tolled from the date of the submission of the Notice of Dispute. If we are unable to resolve a dispute within sixty (60) days after the Notice of Dispute is received (the “**Initial Dispute Resolution Period**”), you or we may commence arbitration. A Notice of Dispute will not be valid, will not start the Initial Dispute Resolution Period, and will not allow you or SEGA later to initiate a lawsuit or arbitration, unless it contains all of the information required by this paragraph. If either of us commences an arbitration without having previously provided a valid and compliant Notice of Dispute, you and SEGA agree that the applicable arbitration provider (or the arbitrator, if one has been appointed) must suspend the arbitration until the party that initiated it complies with the Initial Dispute Resolution Period. You and SEGA authorise the arbitration provider or the arbitrator to decide summarily whether the party that commenced an arbitration complied with the Initial Dispute Resolution Period requirement, relying solely on the terms of this Agreement and the Notice of Dispute (if any) that you or SEGA provided before commencing arbitration.

Arbitration Process: An arbitration proceeding shall be held before a neutral arbitrator and not a judge or a jury, so you and SEGA agree to give up the right to a trial before a judge or jury. An arbitration proceeding has different rules than a lawsuit in a court. For example, arbitration is less formal and usually provides for more limited information sharing between the parties in the process called discovery. After the arbitrator decides the outcome, that decision will be final and you or SEGA will generally not be able to change the outcome in a court.

This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the “**FAA**”) shall apply to the interpretation, applicability, enforceability, and formation of this Agreement notwithstanding any other choice of law provision contained in this Agreement. You and SEGA agree that the arbitration will be administered by JAMS in accordance with the provisions of its Comprehensive Arbitration Rules (“**JAMS Rules**”), as appropriate, excluding any rules or procedures governing or permitting

class actions. But if there is a conflict between this Agreement and the JAMS Rules, then we will follow this Agreement. The JAMS Rules governing the arbitration may be accessed at <http://www.jamsadr.com> or by calling JAMS at (800) 352-5267. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Rules, but shall not incorporate the JAMS Class Action Procedures. The parties understand that, in some instances, the costs of arbitration could exceed the costs of litigation. Each party will pay its own attorneys' fees and costs unless the claims allow for the prevailing party to recover attorneys' fees and costs, in which case the arbitrator may award them under the applicable law. If either party unsuccessfully challenges the validity of the arbitrator's decision or award through a subsequent court case, the unsuccessful party shall pay the opposing party's costs and attorneys' fees associated with the challenge. If, for any reason, JAMS is either not available or refuses to resolve the arbitration, the arbitration will be administered by AAA using its Consumer Arbitration Rules. In the case of Mass Arbitration, defined below, the JAMS Rules do not apply, and the Mass Arbitration will be governed according to the terms set forth under the heading "Exception to Agreement to Arbitrate – Mass Arbitration."

Location:

The arbitration will take place in Los Angeles County, California or in the county or province where you reside. You and SEGA agree to submit to the personal jurisdiction of any federal or state court in Los Angeles County, California, 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.

Class Action Waiver:

The parties further agree that any arbitration or court proceeding shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. As a result:

• YOU CANNOT BRING A CLAIM AGAINST SEGA AS A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION OR ANY OTHER COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. This waiver is subject to the exception for Mass Arbitration set forth below under the heading, "Exception to Agreement to Arbitrate – Mass Arbitration." If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then Section 19 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Exceptions to Agreement to Arbitrate:

We agree that we each will still have the right to go to court to resolve the following claims:

• Claims about SEGA's intellectual property (for example, trademarks, trade dress, domain names, trade secrets, copyrights or patents). • Claims related to piracy or tortious interference. • Claims that are not subject to an arbitration agreement as a matter of law and are not preempted by federal law that would allow for an agreement to arbitrate. • Claims in small claims court. Any dispute not subject to arbitration under these exceptions shall be resolved by a court of competent jurisdiction subject to the venue requirements described in Section 20.

Exception to Agreement to Arbitrate – Mass Arbitration: If 20 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "**Mass Arbitration.**" If a Mass Arbitration is commenced, you and we agree that it will be administered by JAMS Mass Arbitration Procedures and Guidelines (the "**JAMS Mass Arbitration Rules**"), and under the rules set forth in this Agreement. If there is a conflict between this Agreement and the JAMS Mass Arbitration Rules, then we will follow this Agreement. The JAMS Mass Arbitration Rules are available at <http://www.jamsadr.com> or by calling 1-800-352-5267. You and we agree that all demands part of the same Mass Arbitration will be consolidated into a single group and that a panel of three arbitrators, chosen according to applicable JAMS rules, with fees assessed to each side according to the JAMS Mass Arbitration Procedures Fee Schedule, will decide (i) any dispositive motions, (ii) all common issues of fact or law, and (iii) any common damages issues. If any claims or issues are unresolved after adjudication by the three-arbitrator panel, the parties shall engage in mediation, the fees for which shall be equally born by both sides, to attempt in good faith to settle the remaining demands. If settlement is not reached, the remaining demands shall be batched together in groups of 100, or groups of 10 if the total number of demands is less than 200, and each group shall be resolved by a single arbitrator chosen according to applicable JAMS Mass Arbitration Rules. During the batching phase, you and we agree that any procedures not provided for by this Agreement and the JAMS Mass Arbitration Rules will be decided according to JAMS Streamlined Arbitration Rules & Procedures, which are available at <http://www.jamsadr.com> or by calling 1-800-352-5267. If, for any reason, JAMS is either not available or refuses to resolve the Mass Arbitration, the Mass Arbitration will be administered by FedArb using its Framework for Mass Arbitration Proceedings ADR-MDL.

30 Day Right to Opt Out:

You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Section 19 by sending written notice of your decision to opt-out to the following address: SEGA, 140 Progress, Suite #100, Irvine, CA 92618; Attn. Legal & Business Affairs Department. The notice must include the following information:

- Your full name.
- Your address.
- The name of Product you purchased and the date you purchased it or, if no purchase was made, the date that you first accessed or used the Product.
- All usernames or identifiers you use to access or use the Product, if any.
- Your signature.

The notice must be sent within 30 days of purchasing the Product (or if no purchase was made, then within 30 days of the date on which you first access or use the Product and agree to these terms); otherwise you shall be bound to arbitrate disputes in accordance with this section. If you opt-out of these arbitration provisions, SEGA also will not be bound by them.

20. MISCELLANEOUS

This Agreement represents the complete agreement between you and SEGA concerning the Product and supersedes all prior agreements and representations, warranties or understandings between you and SEGA (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter.

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including,

but not limited to, the warranty, disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect. Any failure by us to enforce or exercise any provision of the Agreement or related rights shall not constitute a waiver of that right or provision. However, if the Mass Arbitration procedures set forth in Section 19 are determined to be invalid or unenforceable for any reason, then any claims or disputes that otherwise would have been resolved under Section 19 regarding a Mass Arbitration shall instead proceed in court, rather than in individual arbitration.

SEGA may assign this Agreement, in whole or in part, at any time. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under the Agreement without SEGA's express prior written consent.

SEGA's performance of the Agreement is subject to existing laws and legal process, and nothing contained in the Agreement is in derogation of SEGA's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Product or information provided to or gathered by SEGA with respect to such use. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of the Product arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, terrorism, fire, denial of service attack, internet outages, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

Nothing in this Agreement gives or claims to give to any third party any benefit or right to enforce any term of this Agreement.

The parties agree that all correspondence relating to this Agreement shall be written in the English language.

Applicable Law:

Any dispute arising out of or related to this Agreement shall be governed in all respects by the laws of the State of California of the United States of America without regard to conflict of law provisions. If you are a resident of the United States or Canada, the United States Federal Arbitration Act governs the interpretation and enforcement of the agreement to arbitrate and class action waiver provisions of Section 19.

Venue for Disputes Not Subject to Arbitration:

Any dispute not subject to arbitration under Section 19 of this Agreement must be resolved exclusively in either the Superior Court of the State of California for Los Angeles County or the United States District Court for the Central District of California at Los Angeles.

You may contact SEGA Customer Service at the following address: SEGA Corporation Sumitomo Fudosan Osaki Garden Tower 1-1-1 Nishi-Shinagawa, Shinagawa-ku, Tokyo 141-0033, Japan Email:

<https://www.sega.co.jp/en/contact/index.html> Website: <https://pso2.com/players/support#contact-us> UNLESS OTHERWISE NOTED, THE EXAMPLE COMPANIES, ORGANISATIONS, PRODUCTS, PEOPLE AND EVENTS DEPICTED IN THE PRODUCT ARE FICTITIOUS AND NO ASSOCIATION WITH ANY REAL

COMPANY, ORGANISATION, PRODUCT, PERSON OR EVENT IS INTENDED OR SHOULD BE INFERRED.

BY CONTINUING TO USE THE PRODUCT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING AGREEMENT AND AGREE THAT YOUR USE OF THE PRODUCT IS AN ACKNOWLEDGMENT OF YOUR AGREEMENT TO BE BOUND BY THE AGREEMENT.

SCHEDULE

MODDING TERMS

Where possible, SEGA encourages its users to express their creativity and enhance the experience of certain games through the creation of modifications (including but not limited to new items, weapons, characters, models, textures, levels, story lines, music and game modes) for use with the Product ("**Mod**" or "**Mods**"). In order to protect SEGA, the Product, any third party licensors that have licensed intellectual property to SEGA for use in the Product, and users that create Mods, the following terms apply ("**Modding Terms**"). Please review these rules carefully before you create, share, distribute, use or otherwise exploit any Mods. Please note that SEGA prohibits the creation of Mods for certain games. This may be due to third party licensing issues which prevent SEGA from allowing its users to create Mods. In such instances, you shall not be entitled to create Mods for that Product and the Modding Terms shall not apply.

You can find out which Products allow for the creation of Mods by visiting the applicable Modding Page (as defined below). If you are unsure as to whether the creation of Mods is prohibited for your Product, please contact SEGA's Customer Service Department (<https://pso2.com/players/support#contact-us>). Please note that laws in your respective jurisdiction may require that you are of a certain age in order to enter into legally binding arrangements such as the Modding Terms. In the event that you are under the required age, you may not create any Mods, unless your parent or legal guardian has reviewed and agreed to the Modding Terms. The license we provide to you to create and use Mods with the Product may be revoked if you breach the Modding Terms.

1. OWNERSHIP

You acknowledge that you shall have no ownership or other proprietary interest in the Product and/or any Mods which you create, except as expressly stated herein. Any Mods that you create shall belong to you only insofar as the Mod contains your original creative work. You acknowledge and agree that all right, title and interest in any elements of the Mod which represent, comprise, derive or are based upon any intellectual property rights which subsist in the Product (including but not limited to any computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, images, animation, sounds, musical compositions, audio-visual effects or text), including without limitation copyrights, trademarks and other intellectual properties therein and/or related thereto, whether or not registered or registrable, are owned by, or for the benefit of SEGA and its licensors.

2. LICENSE

Subject to your compliance with the terms and conditions of the EULA and the Modding Terms, SEGA hereby grants you a non-exclusive, non-transferable, limited, fully revocable right and license to install, access and use the in-game modding tools, any graphical assets and/or other related tools provided by SEGA ("**Modding Tools**").

”) solely and exclusively to create Mods for use with the Product and to publish those Mods on the applicable SEGA approved third party Modding webpage for the Product (“**Modding Libraries**”). Please note that certain Modding Libraries may be owned and operated by third parties such as Valve (<https://store.steampowered.com/>) and EPIC (<https://www.epicgames.com/store/en-US/>), (collectively, the “**Third Party Platforms**”) and may be subject to additional terms and conditions published by those Third Party Platforms. You acknowledge and agree that your use of the Modding Tools is at your own discretion and risk and that you will be solely responsible for any obligations, damages or losses which arise from your registration, access and use of the Modding Tools. You agree to use the Modding Tools to create Mods in a manner that is consistent with this Agreement, and with any additional terms and conditions published by the Third Party Platforms, including an agreement that you shall not sell, rent, lease, license, distribute or otherwise transfer or exploit the Modding Tools and/or Mods or any copies thereof, for commercial gain or otherwise, except as permitted by this Agreement and/or the Third Party Platforms. A breach of the provisions of this license shall constitute a material breach which has the effect of terminating the EULA (including the Modding Terms) and which may subject you to civil and criminal liability.

In consideration of the above grant of rights, you hereby grant SEGA, its affiliates, its licensors and any Third Party Platforms all the necessary consents, clearances and an irrevocable, sub-licensable, worldwide, royalty-free, perpetual license and right to use, reproduce, modify, adapt, display, distribute or otherwise exploit any Mod which is uploaded to the Modding Libraries in any way SEGA and/or any Third Party Platforms see fit for use with the Product. You waive and agree never to assert against SEGA or its affiliates, licensors, or the Third Party Platforms any moral rights or similar rights, however designated, that you may have in or to any Mods.

3. CONTENT RESTRICTIONS

Any element which you include in your Mod (except for the Modding Tools) must be your own original work created by you or you must have obtained the necessary permissions to use such materials. You are responsible for the content of any Mods which you create and publish on the Modding Libraries and shall warrant and represent to SEGA and any Third Party Platform that your Mods do not contain:

1. any materials which are discriminatory, racist, obscene, libelous, offensive, illegal, defamatory, inappropriate, invasive, or likely to adversely affect the reputation or goodwill of SEGA and/or its licensors;
2. any resemblance to any recognizable third party brand, character or personality, including but not limited to any trademark, logos or third party assets except for those assets provided to you by SEGA within the Modding Tools as necessary for the creation of the Mod for use with the Product;
3. any assets from other games published by SEGA and its affiliates or any other third party without permission, where such use constitutes an infringement of third party intellectual property rights;
4. any materials which do not comply with any additional instructions provided to you by SEGA and/or the Third Party Platforms as published on the Modding Libraries or within the Modding Tools, which may be updated by SEGA and/or the Third Party Platforms from time to time;
5. any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted data, or other content that contains malicious code or in any way damages or interfere with the operation of the Product. SEGA does not pre-vet or monitor any Mods which are uploaded to the Modding Libraries and does not monitor, endorse or approve any Mods. You are solely responsible for your Mod and may be

held liable for any Mod which you create and upload to the Modding Libraries. SEGA and the Third Party Platforms reserve the right, in their sole and final discretion, to remove any Mods from the Modding Libraries which violates the content restrictions above. To the maximum extent permitted by applicable law, SEGA does not assume any responsibility or liability for the Mods or for removal of Mods, or any failure or delay in removing such Mods.

4. INDEMNIFICATION

You agree to indemnify, defend and hold SEGA and its parent companies, affiliates, licensors, licensees, contractors, officers, directors, employees, agents and the Third Party Platforms harmless from any damages, losses, cost and expenses (including attorneys' fees) arising directly or indirectly from any acts and omissions associated with the use of any Mod which you create and publish, including but not limited to any allegation that the Mod violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party, or any other violation of these terms.

5. OUR LIABILITY

WE PROVIDE THE PRODUCT, THE MODDING TOOLS AND ANY MODS ON AN "AS IS" BASIS AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SEGA IS TO STOP USING THE PRODUCT (INCLUDING BUT NOT LIMITED TO THE MODDING TOOLS AND/OR ANY MODS). IN NO EVENT SHALL SEGA AND ITS LICENSORS, OR ANY THIRD PARTY PLATFORMS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE PRODUCT, THE MODDING TOOLS AND ANY MODS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR PERSONAL INJURY, DEATH, FRAUD AND/OR CERTAIN IMPLIED WARRANTIES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF SEGA AND ITS LICENSORS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

6. TERMINATION

SEGA and the Third Party Platforms reserve the right to suspend access to, or terminate the license for, any Mods, Modding Tools and the Modding Libraries at any time for any reason. If you commit any breach of clauses 2 and 3 of the Modding Terms, your license to use the Product, the Modding Tools and/or any Mods shall automatically terminate, without notice. Your grant of the license to SEGA to use any Mods which you create and publish to the Modding Libraries shall survive termination.

Because SEGA would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that SEGA shall be entitled to take such action as may be required, including seeking an injunction and

other equitable remedies, in addition to any other remedies available to it under the applicable law.

7. MISCELLANEOUS

This Agreement represents the complete agreement between you and SEGA concerning Mods and the Modding Tools and supersedes all prior agreements and representations, warranties or understandings between you and SEGA (whether negligently or innocently made but excluding those made fraudulently), regarding the same subject matter. SEGA reserves the right to amend or modify these terms at any time, in any manner, without any liability to SEGA and at SEGA's sole discretion. Any amendment or modification to these terms shall be made available at <https://pso2.com/players/support/rules/>.

PLAYER CODE OF CONDUCT Sega wants all players to enjoy playing our games. While using the Products (as this term is defined in Sega's End User License Agreement (EULA)), you must comply with all laws and regulations where you reside, and you must also comply with the rules listed below ("Code of Conduct"). The following are examples of prohibited activities that Sega may take disciplinary measures against, such as bans, account suspension or termination and deletion:

EXAMPLES OF PROHIBITED BAD BEHAVIOR TO OTHERS: Harassing, stalking, or threatening other players or Sega employees, contractors, agents or other Sega personnel (collectively, "Sega employees"). Engaging in conduct or communication that in Sega's sole discretion is harmful, defamatory, vulgar, obscene, hateful, abusive, inflammatory, intimidating, discriminatory, violent or encouraging of violence (including self-harm), sexually explicit, or otherwise offensive or objectionable. False claims against other players for misconduct or violation of this Code of Conduct or the EULA. Impersonating any person or entity, including Sega employees, or otherwise misrepresenting your affiliation, identity, or the origin of materials you transmit, or misrepresenting that your statements or actions are endorsed by or originates from Sega. Selecting an account or username that may falsely indicate association with Sega, violates the rights of a third party, contains personally identifying info, or that is offensive, defamatory, vulgar, obscene, sexually explicit, or racially, ethnically, or otherwise objectionable. You may not use a misspelling or an alternative spelling to circumvent this restriction on name choices. Sega may modify any account or username that violates this rule without notice. Publicly posting identifying information about yourself, other players or Sega employees. Violating intellectual property rights including trademarks, copyrights, patents, and trade secrets; privacy rights; right of publicity; or any other rights of Sega, other players or third parties. Spamming emails, messages, chat or otherwise disrupting the flow of conversation with unreasonable repeated postings. Obstructing the gameplay progress of others, such as intentionally standing directly on top of a key NPC for an extended period of time, forming a blockade at a passage or entrance, or other obstructive behaviors that unreasonably interferes with or prevents the activities of another player. Intentional non-participation, logging out or exiting a game during live gameplay in a manner intended to obstruct or interfere with the gameplay progress of others. Inducing or encouraging others to violate the EULA or this Code of Conduct. Defrauding, scamming or social engineering. Failure to follow instructions provided by a Sega employee based on the EULA or this Code of Conduct.

EXAMPLES OF PROHIBITED SELF-SERVING ACTIVITIES: Selling, advertising, or sharing information on hacks, private servers, or gold farming for the Products. Transferring virtual items, buying or selling them for "real world" money, or otherwise exchanging them for value in violation of the EULA. Distributing unauthorized materials or advertising, or promoting goods or services, in either case using or relating to the Products, without Sega's permission, including but not limited to

business, fund-raising, promotional, political or religious activities, spam, junk mail, chain letters, pyramid schemes or any other form of unauthorized solicitation. Removing, altering, or concealing any of Sega's copyright, trademark, patent or other proprietary notices, or any similar legends, symbols, or other labels (including any watermark or other digital rights management technology or other information) contained on or within the Products. EXAMPLES OF PROHIBITED INTERFERENCE WITH GAME FAIRNESS: Playing on another person's account or otherwise engaging in activity intended to "boost" or manipulate an account's status or rank. Hosting, providing, or developing matchmaking or other services for the Products without Sega's prior written approval, or creating, using, or maintaining any unauthorized connections to the Products. Using macros, auto-looting or robot play, or any other behavior that allows you (or any character you are controlling) to automatically function or effect any action in a game with or without your presence. Creating, knowingly utilizing, or transacting in any in-game item created or copied by exploiting a design flaw, undocumented problem, malfunction or program bug. Exploiting, disclosing, or advertising design flaws, undocumented problems, malfunctions or program bugs for the purpose of harassment or gaining unfair advantage. Failing to reasonably protect the confidentiality of your account or login information, allowing others to use or access your account, failing to notify Sega about a known compromised account, or doing anything else that could compromise the security of your account. EXAMPLES OF PROHIBITED INTERFERENCE WITH SEGA SYSTEMS: Using or attempting to use any viruses, malware, or any other computer code, files, programs, software, routine, or device designed to interrupt, destroy, or limit the functionality or proper working of the Products or Sega's systems or networks, including by engaging in, instigating, or facilitating any denial of service attack or similar conduct, or attempting to probe, scan, test the vulnerability of, or breach the security of any system or network. Using any hacks, cracks, bots, or third-party software that may modify, temporarily or permanently, the code or the user experience of the Products, whether locally on your device or remotely on servers or any other location, or using any application, software or technology that is not expressly authorized by Sega that enables cheating, power-leveling, or accomplishing game tasks that cannot be accomplished without the use of such an application, software or technology. Reverse engineering, deriving source code, modifying, decompiling, disassembling the Products or any portion thereof, or otherwise determining or attempting to determine any source code, algorithms, methods or techniques used or embodied in the Products. Using any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Products, or any content contained therein. Taking any action that imposes an unreasonable or disproportionately large load (e.g., processing load, traffic load, storage load, etc.) on Sega's network or infrastructure. Intercepting, emulating, or redirecting the communication protocols used by Sega in any way, including without limitation through protocol emulation, tunneling, packet sniffing, modifying or adding components to software, use of a data mining utility program to intercept, collect, read or mine information generated by the Products, or in any way utilize a technique now known or hereafter developed that would allow for or otherwise make available unauthorized access or use of the Products. Using the Product to connect to unauthorized servers. Creating more than one account or otherwise exceeding your authorized access to any portion of the Products or any database, computer, or device. The above list is not exhaustive, and Sega reserves the right to modify these rules at any time. Regardless of whether a specific behavior is listed above, WE MAY WITHHOLD, SUSPEND, MODIFY, OR TERMINATE YOUR ACCESS TO THE PRODUCTS FOR ANY OR NO REASON AT ANY TIME WITHOUT NOTICE UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW. Sega may take immediate measures

against any other conduct that, in Sega's sole judgment, exposes us, any of our users, or any other third party to any liability, damages, or detriment of any type, or any conduct that breaks any laws or promotes dangerous or illegal activity. If your account is suspended while you are participating in a tournament or competition, Sega assumes no liability in the loss of any potential prizes or recognition related to the tournament or competition.