

SEGA ACCOUNT: TERMS OF SERVICE

IMPORTANT - READ CAREFULLY: These services are provided to you by SEGA Europe Limited of 27 Great West Road, Brentford, Middlesex, TW8 9BW and its affiliated companies (“**SEGA**” or “**We**”). The terms and conditions contained within the “Account: Terms of Service” (“**Agreement**”) apply to the following SEGA products (“**Products**”) and services where you are required to register an Account (as defined below), including but not limited to the following:

1. **Online Forums:** Where you can take part in a community-based global experience with global participation involving sharing feedback, and communicating with other users of our Products, and our development studios, including but not limited to:

(i) Sports Interactive Forum Community - <https://community.sigames.com/>

(ii) Total War Forum - <https://forums.totalwar.com/>

(iii) Dawn of War Forum - <https://community.dawnofwar.com/>

(iv) Company of Heroes Forum - <https://community.companyofheroes.com/>

and any other forum which is owned and operated by SEGA. This does not include forums operated by third parties (e.g. Discord, Reddit) for which users will have to agree to third party terms and conditions.

2. **Games2Gether Platform:** Where you can share creative ideas with SEGA’s studios during the development of its video games, as well as participating in competitions, events and other community-based activities - <https://www.games2gether.com/>

3. **Total War Access Account:** Where you can receive news and exclusive content for Total War games. You will be required to register for a Total War Access account to play certain Total War games, including but not limited to Total War: Elysium, and Total War Battles: Kingdom - https://access.totalwar.com/auth/email_register/

4. **Relic Link Account:** Registering for a Relic Link Account is required before you can access Relic’s online forums for Dawn of War and Company of Heroes.

5. **FMFC Account:** You will be prompted to register for an Account before you can access exclusive FMFC content relating to Football Manager.

6. **E-Commerce Store Account:** You will have the option to register for an Account when you purchase a Product via SEGA’s e-commerce store.

By registering for an account (“**Account**”), you may receive software, updates, downloadable content (referred to as “**DLCs**”), patches, media content (such as video trailers), marketing and promotional offers (such as competitions and newsletters) in accordance with the SEGA’s Privacy Policy [Privacy Policy](#), subscriptions and more, all of which, together with the Online Forums and any other services offered shall be referred to as “**Services**”. Certain features of these Services may not be available to you in your country or preferred language.

The Services are offered subject to your compliance with all of the terms and conditions contained in this agreement (the “**Agreement**”), SEGA’s [End User Licence Agreement](#) (“**EULA**”) which shall apply in respect of your use of any Product which you purchase, [SEGA’s Privacy Policy](#), and any other operating rules, policies and procedures which are specific to the Account.

1. Registering for an Account

Any individuals that access any of the Online Forums but are not registered for an Account can see all Online Forum sessions (except for bug sessions) but cannot participate in these sessions nor use the Online Forum’s functionalities. To participate in these sessions and use these functionalities, you must register for an Account.

1.1 You may be prompted to register for an Account in a number of ways, including but not limited to:

- before, during or after the purchase and activation of any SEGA Products, which may include prompts and notification screens during gameplay;
- by visiting websites or forums operated by, or on behalf of, SEGA and/or its affiliated businesses; or
- by email (where you are an existing customer of SEGA and your contact details have been collected by SEGA or any of its affiliates in accordance with the SEGA's privacy policy, which is available to read here - <http://www.sega.co.uk/Privacy/>)

1.2 You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. After having offered to you a chance to correct any mistake, SEGA reserves the right to notify you of the suspension or termination of your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

1.3 You should create your Account with a strong password, which is different from any password you use for your other online services. The system may remember your sign-in information depending on your browser and/or device settings and whether you select the option to store these settings, which means that you will be automatically signed into your Account for some or all of the Services which are available to you. Your password may be reset at any time by clicking on the "Forgotten Password" button on the login screen. The password will be sent to the email address registered with your Account.

1.4 You must keep your Account secure and keep your Account details confidential. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorised such activities or actions.

1.5 The information you give us during your registration may be used by SEGA, its affiliated companies and third parties responsible for providing the Services and operating your Account. In particular, unless you unsubscribe to our communication, we may send emails about the features of Services that you have purchased or which are available to you as a result of registering and maintaining your Account, as well as information about associated Services, to the email address you register. Your information shall be held in accordance with SEGA's privacy policy (see Section 19 for more details).

2. Registering for an Account using Social Networking Services

2.1 We may give you the option to register for your Account using third party platforms (such as Valve and Epic) or social networking services ("SNS") such as Facebook. With your express consent, we may extract certain personal data that you have provided to the third party platform and/or SNS (such as your name and email address) from the account you have with the applicable service and use that information to create your Account in accordance with SEGA's Privacy Policy.

2.2 You agree to provide accurate, current and complete information to the third party platform and/or SNS and to update such information to keep it accurate, current and complete.

3. Account registration and use of Services by Children

3.1 Local laws in the country in which you live may require that you are of a certain minimum age before you can agree to the terms of this Agreement and before you register for an Account.

3.2 Subject to any applicable Product age ratings, restrictions and Account requirements, Products are available to individuals aged 13 or older. If you are aged 13 but under 18 years of age, you may not register for an Account and/or use the Services, unless your parent or legal guardian has reviewed and agreed to these terms. Local laws may also require that children under a certain age are supervised and/or jointly consent with their parent or legal guardian during their use of the Services and/or before any personal data is collected by SEGA. By using the Services without supervision, you warrant that you are old enough to use the Services without supervision. If you are under the required age, your parent or legal guardian warrants that they are familiar with any parental controls available within the Product and are supervising and monitoring your use of the Services at all times, including to ensure that you do not upload or share any personal data without first obtaining their consent.

3.3 In accordance with the provisions of Clause 3.2 above, some of the Services may not be appropriate for children under a certain age. Where possible, SEGA shall provide an indication of the appropriate age based on the content contained within the Services. If you provide date of birth information during the registration process, SEGA shall where possible take steps to prevent your access to features of the Services which we deem to be inappropriate for your age. The age rating is a guideline only and SEGA shall not be liable in the event that you (and/or your parent and/or your legal guardian) deem such material to be inappropriate for the age rating in all the circumstances. Please be aware that not all features of the Services are rated and some may contain adult language and material.

4. Purchase or Use of Services on Third Party Platforms

4.1 Some of the required or optional features of our Services may require you to register and purchase products from third party platforms and/or download third party plugins (“**Plugin**”), such as Steamworks, Epic, PSN, Xbox, Apple iTunes Store, Google Play, Twitch and Amazon. SEGA has no control over how such third parties operate their platforms (including the pricing, payment and billing policies applicable to such purchases). In the event that you encounter any problems during registration or purchase, you will need to contact the third-party platform or Plugin provider. If you sign-up via third party services, you should visit the third party website and review their privacy policy and your registration profile or account to understand how your data is processed by them and to find out what your options are.

4.2 If you experience any technical problems related to the Services, please contact SEGA’s customer services help@sega.co.uk

5. Closing your Account

5.1 You may permanently close your SEGA Account at any time by contacting customer services help@sega.co.uk

5.2 Failure to adhere to any of the terms of this Agreement and/or any other applicable agreements (including the EULA for any Products), rules, policies or applicable laws may result in the temporary or permanent notified suspension of your Account and use of any and all of the Services and you may not be entitled to any refunds for any Services which are no longer available to you as a result.

5.3 We may close your Account at any time and for any reason. We are not required to provide you with any notice or warning prior to any such termination.

5.4 AFTER YOUR ACCOUNT IS CLOSED:

(A) SEGA WILL PROMPTLY DELETE OR ANONYMISE THE DATA ASSOCIATED WITH YOUR ACCOUNT SO THAT YOU CAN NO LONGER BE IDENTIFIED; AND

(B) YOU WILL NOT BE ABLE TO ACCESS YOUR ACCOUNT NOR USE THE SERVICES REGISTERED TO THAT ACCOUNT. WE SHALL NOT BE OBLIGED TO PROVIDE YOU WITH A REFUND FOR ANY UNUSED PORTION OF ANY SERVICES UNLESS WE ARE REQUIRED TO DO SO BY LAW.

6. Account Status

Your Account may be provided with additional features to use within the Services that are not available to other users, including but not limited to, moderator (with your prior consent) and VIP status. Subject to your acceptance of these terms and any additional confidentiality obligations required by SEGA, this may entitle you to edit and delete certain posts which contravene the rules of the forum, access hidden areas of the Services, and communicate with SEGA on certain topics. You agree to accept and observe any additional rules which may be applicable to your Account by virtue of having a moderator and/or VIP status and acknowledge that SEGA may temporarily suspend or permanently close your Account for your failure to abide by these rules, any other requirements of this Agreement, or for any other reasons.

7. Your Conduct when using your Account and the Services

7.1 When using your Account and the Services (including but not limited to your participation in virtual communities), you must behave decently, respectfully and with consideration for SEGA and other users (who may be children). This includes your use of any sharing or communication features available with the Services that allow you to share messages, comments, pictures, photographs, videos, game assets, game videos and other information.

7.2 You agree **not** to do any of the following prohibited acts:

- a. Post, upload, publish, submit or transmit any materials which you and/or other users may create including User-Generated Content (as defined in Clause 13.1 below) that: (i) infringes, misappropriates or violates a third party's patent, copyright, trade mark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to any civil or criminal liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- b. Access, tamper with, or use non-public areas of the Services, SEGA's systems, or the technical delivery systems of SEGA's providers, or attempt to probe, scan, or test the vulnerability of any SEGA system or network or breach any security or authentication measures;
- c. Avoid, bypass, remove, deactivate, impair, or otherwise circumvent any technological measure implemented by SEGA or any of SEGA's providers or any other third party (including another user) to protect the Services, your Account or otherwise;
- d. Attempt to access or search any Services or download content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by SEGA or other generally available third party web browsers;
- e. Send any unsolicited or unauthorised advertising, promotional materials, email, junk mail, spam, chain letters or any other form of solicitation;
- f. Use the Services or related features of the Services for any commercial purpose or the benefit of any third party or in any manner not permitted by this Agreement;
- g. Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- h. Collect, store or publish any personally identifiable information (name, address, account name, etc.) from the Services or related features and services from other users without their express permission; or
- i. Violate any applicable law or regulation.

7.3 In addition to the general prohibitions listed above, your use of the Services may be governed by specific rules which apply to those Services which may be notified to you, such as the terms of service supplied by SEGA's third party forum providers (together, "**Rules**"). Your cooperation in understanding and complying with the Rules is essential to ensure that all users can enjoy their experience with the Services.

7.4 For the avoidance of doubt, any violation of any of the prohibited acts set out above, and/or breach of any other terms of this Agreement may result in the suspension or termination of your access to your Account and the Services as SEGA sees fit in its sole discretion as further detailed at Clause 11 of this Agreement.

You may notify SEGA of any user content that you believe violates this Agreement, or other inappropriate user behaviour, by emailing help@sega.co.uk.

8. E-mail, Messaging, Blogging and Chat, Achievements, Competitions

8.1 SEGA may make email, messaging, blogging, or chat (collectively, "**Communication Software**") available through its Services, either directly or through a third-party provider. SEGA is not

responsible for communications made by you and other users via the Communication Software. You acknowledge and agree that personal data that you communicate via the Communication Software may be seen and used by others and may result in widespread distribution of such information. We strongly encourage you not to disclose any personal data in your public communications unless you wish such information to be made permanently available to the public.

- 8.2 SEGA may reward you for your participation in certain activities within the Services. For example, you may be awarded points when using the Games2Gether Platform by registering on the platform, entering a competition, and/or engaging in certain discussions. These points may entitle you to vote in order to influence the decision making process of SEGA or one of its development studios, including but not limited to (i) determining the functionality and designs for future Products, (ii) identifying bugs that should be addressed by SEGA in future updates, and (iii) selecting preferred fan art and mods that have been published by other users (“**Suggestions**”). SEGA has the discretion to allocate rewards and achievements to your Account, or to remove rewards and achievements that have already been awarded, as it sees fit in its sole discretion, and SEGA will have no liability to you or anyone for the exercise of such rights. For the avoidance of doubt, SEGA shall be under no obligation to use any Suggestions you may propose. SEGA shall use its absolute discretion in deciding whether it uses any such Suggestions in future updates of any SEGA titles.
- 8.3 SEGA may offer you the opportunity to enter competitions to win prizes, in which case the SEGA Prize Draw Terms and Conditions (https://www.sega.co.uk/sega_prize_draw_terms_and_conditions_nps) shall apply in respect of your entry into those competitions (unless SEGA requires that you agree to any additional terms in respect of a competition or tournament, in which case the additional terms shall apply).

9. Updates and how these may affect you

You agree that we can automatically upload updates to these Services when you connect your device to the Internet and/or sign into your Account. In addition, your device may download updates if you have set it to do so automatically or manually request your device to download updates. You agree that these updates may update your device’s settings and change or remove certain features of the Services. If you do not update your device, some or all features of the Services may be disabled until the update is completed. SEGA may e-mail you to notify you of any material updates to your Account.

10. Maintenance of your Account and Services

We may take down any features of the Services at any time for any duration and for any reason without notice to you, including for investigation of any security incident and for carrying out system maintenance and upgrades. SEGA may e-mail you to notify you of any maintenance works that may affect your Account.

11. Protecting your Account and our Services

11.1 If we believe that you have permitted your Account or device to be used in a way which breaches this Agreement, or we believe that your Account has been compromised, we may notify you of the implementation of any actions we believe are reasonable in the circumstances to protect our interests and those of other users. In particular, we may:

- (a) Reset the password for your Account;
- (b) Upload updates to your system or device intended to discontinue unauthorised use;
- (c) Stop or suspend any subscriptions associated with your Account;
- (d) Stop or suspend access to all or any part of the Services;
- (e) Disable your Account temporarily or permanently delete your Account; and/or,
- (f) Bring, initiate and/or participate in government, criminal and/or private legal action against you.

11.2 While your Account is disabled, you may not be able to use the Services that you have paid for.

- 11.3 A failure or delay in taking action in response to any breaches is not a waiver of any of our rights or remedies and we may still take action in response to such breaches, or any other breach, at a later date.

12. Intellectual Property Rights

- 12.1 The Services contain certain licensed materials, and SEGA and SEGA's licensors may protect their rights in the event of any violation of this Agreement. Except as expressly licensed to you herein, all right, title, and interest in and to the Services and any and all associated copyrights, trademarks and intellectual properties therein and/or related thereto and all copies thereof (including, but not limited to, any patches, updates, copies, derivative works, titles, computer code, themes, objects, characters, character names, stories, dialogs, catch phrases, locations, concepts, artwork, images, animation, sounds, musical compositions, audio-visual effects, text, methods of operation, moral rights, "applets" incorporated into the Services and Materials) are owned by SEGA or SEGA's licensors ("**SEGA IP**").
- 12.2 YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE SERVICES AND SEGA IP, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL SUCH RIGHTS ARE AND SHALL FOREVER BE OWNED BY AND ARE FOR THE BENEFIT OF SEGA AND/OR ITS AFFILIATES.

13. User-Generated Content

- 13.1 SEGA may allow you to publish posts, and create audio, visual or audio-visual content (e.g. fan art) whilst using our Services, and provide you with tools which allow for the synchronisation of audio, visual or audio-visual content which is created by you, including but not limited to Let's Play videos, Twitch streams (together, "**User-Generated Content**"). We may enable you to synchronise your User Generated Content with SEGA IP, including Game Footage ("**Game Footage**"). This clause does not apply in relation to the creation of any Mods (as defined in the SEGA Modding Terms: https://www.sega.co.uk/sega_modding_terms).
- 13.2 SEGA acknowledges and agrees that all right, title and interest in the User-Generated Content (excluding any SEGA IP) shall belong to you. To the extent required by SEGA, with respect to the User-Generated Content, you automatically grant to SEGA the Worldwide, irrevocable, perpetual, royalty free, sub-licensable right and license under all applicable copyrights and intellectual property rights laws to use, reproduce, modify, adapt, perform, display, distribute and otherwise exploit and/or dispose of the User-Generated Content (or any part thereof) in any way SEGA sees fit.
- 13.3 SEGA hereby grants you a non-exclusive, non-transferable, limited, fully revocable right and license to use the SEGA IP with your User-Generated Content, subject to the terms and conditions of this Agreement and any other policies which SEGA publishes from time to time. The licence you have been granted to synchronise the SEGA IP with your User-Generated Content does not include any rights to (a) resale of the SEGA IP; (b) the distribution, public performance or public display of any SEGA IP other than as expressly authorised herein or in any policies published by SEGA; (c) modifying or otherwise making any derivative uses of the SEGA IP, or any portion thereof for any other reason. You acknowledge and agree that all right, title and interest in the SEGA IP in any part of the world and whether or not registered or registrable and to the fullest extent thereof and for the full period thereof and all extensions and renewals thereof, are for the benefit of SEGA and will remain our property or that of our group companies.
- 13.4 You hereby warrant and represent that any User-Generated Content synchronised with SEGA IP, and the subsequent use and exploitation of any those materials by you and or SEGA, will not infringe any rights of any person (corporate or otherwise) or otherwise result in any potential liability to SEGA and shall not be used for commercial exploitation by you (through pay-per-play or timesharing services or otherwise) unless expressly authorised by SEGA.

14. No sale or assignment

SEGA does not recognise the transfer of the Services. Therefore, you may not give, purchase, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities or obligations under this Agreement, either in whole or in part, without the prior written consent of SEGA. Any attempt to do so shall be void and of no effect.

15. Indemnification

Upon a request by SEGA, you agree to defend, indemnify, and hold SEGA and its affiliates harmless from all liabilities, claims, losses, costs and expenses, including attorneys' fees, that directly arise from (a) your use of, or activities in connection with the Services; (b) any violation of the Agreement by you; or (c) any allegation that any content that you make available via the Services infringes or otherwise violates the copyright, trade mark, trade secret, privacy or other intellectual property or other rights of any third party. SEGA reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with SEGA in asserting any available defences.

16. International use

Although the Services may be accessible worldwide, we make no representation that the Services are appropriate or available for use in locations outside of Europe (unless otherwise specified at the time of purchasing and/or registering for the Services) and accessing them from territories where the content is illegal is prohibited. Those who choose to access the Services from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Any offer and/or information made in connection with the Services is void where prohibited. Without limiting the foregoing, the Services may not be exported or re-exported (a) into (or to a national resident of) any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By accessing and using the Services, you represent and warrant that you are not located in, under control of, or a national resident of any such country or on any such list.

17. Termination and survivability of terms

17.1 The Agreement set forth herein continue to remain in full force and effect until such time as terminated by either party. You retain full discretion to end or terminate your Account, if applicable, and discontinue use of the Services (or any feature of the Services) at any time, pursuant to the terms of this Agreement. Without prejudice to any other rights of SEGA, this Agreement shall terminate automatically if you fail to comply with its terms and conditions. For purposes of explanation and not limitation, most Account suspensions and terminations are the result of violations of this Agreement. In case of minor violations of these rules, SEGA may provide you with a prior warning and/or suspend your use of the Account due to your non-compliance prior to terminating the Agreement or modifying or deleting an Account. The provisions of Sections 12, 13, 14, 15, 18, 19, 20, 21 shall survive any termination of this Agreement.

17.2 YOU AGREE AND ACKNOWLEDGE THAT YOU ARE NOT ENTITLED TO ANY REFUND FOR ANY AMOUNTS WHICH WERE PAID TO SEGA PRIOR TO ANY TERMINATION.

18. Injunction

Because SEGA would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that SEGA shall be entitled, without bond or other security or proof of damages, 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.

19. Data Protection

YOU ACKNOWLEDGE THAT SEGA MAY (I) PROCESS PERSONAL DATA RELATING TO YOU AS PART OF YOUR USE OF THE PRODUCT AND (II) DISCLOSE OR TRANSFER SUCH PERSONAL

DATA TO OTHER PERSONNEL OR ENTITIES WITHIN SEGA, OR ANY OTHER PERSONS AS MAY BE REASONABLY NECESSARY, AND AS OTHERWISE REQUIRED OR PERMITTED BY LAW. FURTHER DETAILS IN RESPECT OF THE COLLECTION, PROCESSING, TRANSFER OF SUCH DATA AS WELL AS YOUR RIGHTS AS A DATA SUBJECT ARE OUTLINED IN THE SEGA PRIVACY POLICY MADE AVAILABLE ONLINE AT <http://www.sega.co.uk/Privacy>. IN LIMITED CASES WHERE CONSENT IS APPROPRIATE AND SOUGHT FOR SPECIFIC PROCESSING, A SEPARATE CONSENT NOTICE WILL APPLY.

Questions, comments and requests regarding the data we collect are welcomed and should be addressed to SEGA Europe Limited, Customer Service Department, 27 Great West Road, Brentford, Middlesex, TW8 9BW, UK or by email at help@sega.co.uk. You can also contact our data protection officer at dpo@sega.co.uk.

20. Limits on our liability and your rights

20.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SEGA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES (AND PRODUCTS IN THOSE SERVICES), EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE SERVICES WILL BE INTEROPERABLE OR COMPATIBLE WITH YOUR DEVICE AND SOFTWARE, OR (D) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SEGA OR ITS AUTHORISED REPRESENTATIVE(S) SHALL CREATE A WARRANTY.

20.2 AT SOME POINT IN THE FUTURE, CERTAIN FEATURES OF THE SERVICES MAY GO OUT OF DATE, AND SEGA MAKES NO COMMITMENT TO UPDATE OR CONTINUE OPERATING SUCH ASPECTS OF THE SERVICES. THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF THE SERVICES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOUR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS AND USER CONTENT THROUGH OR IN CONNECTION WITH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

20.3 SEGA MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE SERVICES. THE INFORMATION AND RELATED GRAPHICS PUBLISHED AS PART OF THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU UNDERSTAND AND AGREE THAT TEMPORARY INTERRUPTIONS OF THE SERVICES MAY OCCUR AS NORMAL EVENTS. YOU FURTHER UNDERSTAND AND AGREE THAT WE HAVE NO CONTROL OVER THIRD PARTY NETWORKS YOU MAY ACCESS IN THE COURSE OF THE USE OF THE SERVICES, AND THEREFORE, DELAYS AND DISRUPTION OF OTHER NETWORK TRANSMISSIONS ARE COMPLETELY BEYOND SEGA'S CONTROL.

20.4 YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH SEGA IS TO STOP USING THE SERVICES. IN NO CASE SHALL ANY LIABILITY OF SEGA TO YOU EXCEED THE AMOUNT THAT YOU PAID TO SEGA OR ITS AFFILIATES FOR THE APPLICABLE FEATURE OF THE SERVICES GIVING RISE TO ANY SUCH LIABILITY. IN NO EVENT SHALL SEGA OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL,

PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, INCLUDING DAMAGES TO PROPERTY, LOSS OF GOODWILL, DEVICE FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF SEGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20.5 BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURIES, CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF SEGA AND ITS AFFILIATES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

21. For residents in the United States and Canada – Binding Arbitration and Class Action Waiver

This Section 22 applies to you if reside in or purchased and use the Product or Services in the United States or Canada.

22.1 Binding Arbitration: You and SEGA (each a “Party” for purposes of this Clause 22, 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 and/or Services 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. It also applies even after you stop using or delete, destroy, or otherwise no longer possess the Product and/or Services. 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 enforcement, or whether it applies to a claim.

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 or Streamlined Arbitrations 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 Comprehensive Arbitration Rules, but shall not incorporate the JAMS Class Action Procedures, and to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees. If the filing fee for the arbitration exceeds the cost of filing a lawsuit, SEGA will pay the additional cost. 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 to 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.

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.
- AN ARBITRATOR CANNOT COMBINE YOUR CLAIMS AGAINST SEGA WITH ANY OTHER PERSON'S CLAIMS AGAINST SEGA INTO A SINGLE CASE.

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 this Clause 22 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 Clause 23.

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 this Clause 22 by sending written notice of your decision to opt-out to the following address: SEGA, 6400 Oak Canyon, 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 the Products you purchased and the date you purchased it or, if no purchase was made, the date that you first accessed or used the Product and/or Services.
- All usernames or identifiers you use to access or use the Product and/or Services, if any.
- Your signature.

The notice must be sent within 30 days of purchasing the Product and/or Services (or if no purchase was made, then within 30 days of the date on which you first access or use the Product and/or Service 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.

23. Miscellaneous

23.1 This Agreement represents the complete agreement between you and SEGA concerning the Services 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. Each Product may also have its own EULA. In the event of any conflict between the EULA and this Agreement, the terms of the EULA shall apply. SEGA reserves the right to amend or modify this Agreement at any time, in any manner, without any liability to SEGA and at SEGA's sole discretion.

23.2 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.

23.3 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.

23.4 Nothing in this Agreement gives or claims to give to any third party any benefit or right to enforce any term of this Agreement, and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended or modified from time to time) are expressly excluded.

23.5 **venue for disputes not subject to arbitration:** to the fullest extent permissible under applicable public order rule, any dispute not subject to arbitration under Clause 22 of this Agreement, must be construed under laws of England and Wales, and you consent to the exclusive jurisdiction of the English courts.

You may contact SEGA at the following address:

SEGA Europe Limited

Customer Service Department
27 Great West Road
Brentford
Middlesex
TW8 9BW
Email: help@sega.co.uk