

## ONLINE USER AGREEMENT

(Dance Dance Revolution EXTREME 2)

PLEASE READ THIS ONLINE USER AGREEMENT CAREFULLY AND INDICATE WHETHER OR NOT YOU AGREE TO ITS TERMS BY CLICKING THE "AGREE" OR "DISAGREE" BUTTON ON THE SCREEN. IF YOU CLICK THE "DISAGREE" BUTTON YOU WILL NOT BE ABLE TO PLAY THE ONLINE PORTION OF THIS GAME ("Online Game").

1. ACCEPTANCE OF AGREEMENT. This Agreement can be accepted only by an adult 18 years or older. By clicking the "AGREE" button, you affirm that you are an adult 18 years or older and you are accepting this Agreement on your own behalf or on behalf of your minor child (under 18).

2. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, KONAMI grants you a non-exclusive, limited right to use the Online Game for play on a PlayStation®2 computer entertainment system only. You may not (i) sublicense the Online Game, (ii) modify, adapt, translate, reverse engineer, decompile or disassemble the Online Game, (iii) attempt to create the source code from the object code for the Online Game, or (iv) use it in any way not expressly authorized in writing by KONAMI.

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

4. COLLECTION OF INFORMATION. When you login to play the Online Game, KONAMI may retrieve information about the hardware, software and online connection you are using for copy protection, administration of the game site, account blocking, system, rules or game management and other purposes. Before you can play the Online Game, you will be asked to create an account with a user, player or other game name ("Game Name") and password. You may also be asked to select or provide additional information for a game profile. This Online Game does not contain any personally identifying information. KONAMI does not collect other personal information in this manner, but may record your in-game chat and messaging.

**5. PROTECTION OF IDENTITY.** When you choose a Game Name, choose an alias to protect your identity. Avoid using any part of your Game Name in your password. When you choose a password, choose a unique combination of letter and numbers that is unrelated to your Game Name or to any information you may share with other players in the Online Game. KONAMI will not ask you for your password and you should not provide this information to any third party. This Online Game does not have any automatic save feature and therefore will ask you to save your information to a memory card or hard disc drive. Always keep your memory card in a secure location and do not lend it to others. You agree that you have no expectation of privacy or confidentiality in the personal information you may intentionally or unintentionally disclose through login, game play and chat. Any personal information that you disclose through login, game play and chat will be seen by others and may be used by them to send you unwanted messages or communications or otherwise contact you. You should avoid saying anything personally identifying in chat. KONAMI has no liability for any disclosure of your personal information through a violation of this Agreement by you or by any other player.

**6. ONLINE CONTENT.** When you play, you agree to be respectful of your fellow players and never to engage in any behavior that would be abusive or offensive to other players, disruptive of the game experience, fraudulent or otherwise illegal. This includes but is not limited to:

- (a) Harassing or intimidating other players while chatting or playing this Online Game or using information obtained while chatting or playing this Online Game to harass or intimidate fellow players outside of the Online Game;
- (b) Using language, selecting names or creating any other content that is racially, ethnically or religiously offensive, sexually abusive, obscene or defamatory;
- (c) Using content that is commercial in nature such as advertisements, solicitation and promotions for goods or services;
- (d) Using as Game Name the real name of any other person or using any word or phrase that is proprietary to any third party such as a brand name;
- (e) Disrupting the normal flow of chat in Online Game chat rooms;
- (f) Making a false report of user abuse to Consumer Services at the number described in the manual of this software ("Consumer Service");
- (g) Violation of any law including but not limited to laws related to copyright, trademark, defamation, invasion of privacy, identity theft, hacking and the distribution of counterfeit software.

If you violate this Agreement in any manner, KONAMI may at its discretion and without notice to you temporarily or permanently block your account in this Online Game and any related games. In appropriate cases, KONAMI may bring legal action against you or cooperate in any government or private legal action or investigation relating to your conduct within the Online Game. To report violations of this Agreement or to inquire about a blocked account, call Consumer Services. KONAMI has no liability for any violation of this Agreement by you or by any other player.

**7. INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the content of this Online Game is the property of the content owner(s) and may be protected by applicable copyright and other intellectual property laws and treaties. This Agreement grants you no ownership rights in such content. All rights not expressly granted are reserved by KONAMI. You do not have any personal property right in your Online character(s) or items and any attempt to sell or purchase such character(s) or items is strictly forbidden.

**8. DISCLAIMER OF WARRANTY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, KONAMI, ITS LICENSORS AND SUBCONTRACTORS DO NOT WARRANT ANY CONNECTION TO, TRANSMISSION OVER, OR RESULTS OR USE OF, ANY NETWORK CONNECTION OR FACILITIES PROVIDED (OR FAILED TO BE PROVIDED) THROUGH THE ONLINE GAME. YOU ARE RESPONSIBLE FOR ASSESSING YOUR OWN HARDWARE AND TRANSMISSION NETWORK NEEDS.

THE ENTIRE RISK OF USE (INCLUDING WITHOUT LIMITATION ANY DAMAGE TO HARDWARE OR SOFTWARE) OF THE ONLINE GAME RESIDES WITH YOU.

EXCEPT AS PROVIDED HEREIN, THE ONLINE GAME AND ALL RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE. TO THE MAXIMUM EXTENT PROVIDED UNDER LAW, KONAMI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, REGARDING THE ONLINE GAME AND THE INTERNET. KONAMI PROVIDES THE SERVICE ON A COMMERCIALLY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE ONLINE GAME AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT KONAMI WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA.

WITHOUT LIMITING THE FOREGOING, KONAMI DOES NOT PROMISE THAT THIS ONLINE GAME WILL WORK PROPERLY WITH ANY NETWORK ADAPTOR, MODEM, MEMORY CARD OR OTHER PERIPHERAL DEVICE THAT HAS NOT BEEN LICENSED BY SCEI OR SCEA. KONAMI ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, ITEMS OR CHARACTERS FROM DELAYS, NONDELIVERIES, ERRORS, SYSTEM DOWN TIME, MISDELIVERIES, OR SERVICE INTERRUPTIONS CAUSED BY KONAMI, ITS LICENSORS AND SUBCONTRACTORS, OR BY YOUR OR ANY OTHER MEMBER'S OWN ERRORS AND/OR OMISSIONS.

9. LIMITATION OF LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH KONAMI, ITS SUBSIDIARIES, LICENSOR OR AFFILIATES IS TO STOP USING THE ONLINE GAME AND TO CANCEL YOUR ACCOUNT. YOU ACKNOWLEDGE AND AGREE THAT KONAMI, ITS SUBSIDIARIES, LICENSOR AND AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT ON THE ONLINE GAME OR USE OF THE ONLINE GAME. IN NO CASE SHALL KONAMI, ITS SUBSIDIARIES, LICENSOR, AFFILIATES, THEIR EMPLOYEES, OFFICERS, OR DIRECTORS (COLLECTIVELY, "KONAMI AFFILIATES") HAVE LIABILITY TO YOU EXCEED THE AMOUNT THAT YOU PAID TO KONAMI FOR THE GAME CD AND ONLINE GAME. IN NO EVENT SHALL KONAMI OR KONAMI AFFILIATES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY CLAIM RELATED IN ANY WAY TO YOUR USE OF THE ONLINE GAME.

10. SUSPENSION. KONAMI may temporary suspend the Online Game service in whole or in part without notice due to routine maintenance, emergency repairs, fire, earthquake, tidal wave, flood, volcanic eruption, war, strike, governmental action or failure to act, the act of any civil or military authority, act of god, or by any other causes beyond KONAMI's control whether or not similar to the foregoing, or any other reasons that KONAMI determines in its sole discretion that temporary suspension is deemed.

11. MODIFICATION. KONAMI at its sole discretion may modify the terms of this Agreement at anytime. You are responsible for reviewing the terms of the Agreement each time you login to play. By accepting this Agreement and by playing the Online Game, you agree to be bound by all current terms of the Agreement. To print out a current copy of this Agreement using your computer, go to <http://www.konami.com/gs/>.

12. INDEMNITY. You agree to indemnify, defend and hold KONAMI, its partners, licensors, contractors, officers, directors, employees, and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Online Game pursuant to the terms of this Agreement. KONAMI reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

13. INJUNCTION. Because KONAMI would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that KONAMI shall be entitled, without bond, other security or proof of damages, to appropriate remedies including obtaining an interim injunction with respect to breaches of this Agreement, in addition to such other remedies as KONAMI may otherwise have under applicable laws.

14. TERMINATION. Both you and KONAMI have the right to terminate or cancel your account at any time. You understand and agree that if the provision of Online Game or your account is cancelled or terminated at any time, for any reason: (1) you will not be entitled to any refund proration of any fees or unused access time; (2) you will lose any characters developed or items accumulated, if any, and you will not have the right to transfer, sell or otherwise assign any characters or items to anyone else; and (3) when applicable, you may not access the Online Game in any manner or for any reason, including via any other account. KONAMI reserves the right to terminate the Online Game at any time without further obligation to you. KONAMI may terminate the provision of the Online Game after 30 days notice posted on <http://www.konami.com/gs/>.

15. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of California applying to contracts fully executed and performed within the State of California. Both parties submit to personal jurisdiction in California and further agree that any dispute arising from or relating to this Agreement shall be brought in a court within San Mateo County, California.

16. ENFORCEABILITY. If an provision of this Agreement shall be held invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of all other provisions of the Agreement shall not be affected thereby.