

RIDGE RACER 7 ONLINE GAME PLAY

IMPORTANT: READ THE LICENSE AGREEMENT AND TERMS OF USE CAREFULLY BEFORE AGREEING

This End-User License Agreement (this "Agreement") is a legal agreement between you (either an individual or a legal entity) and NAMCO BANDAI Games America Inc. ("NBGA") for the NBGA interactive entertainment product identified above (the "Online Game").

LICENSE AGREEMENT AND TERMS OF USE: Online Game Terms

1. USE OF THE ONLINE GAME

1.1 Usage of the Online Game is available only to adults or, in their discretion, their minor child. If you are a minor, your parent(s) or guardian(s) must complete the responsibility for all obligations under this Agreement. You are responsible for all activity and parents or guardians are liable for the activities of their child. You are responsible for maintaining the confidentiality of any password connected with your usage.

1.2 Usage of the Online Game is free of charge to you. To play the Online Game, you must purchase a box copy of the game software (the "Software") and have all applicable or required hardware and software to operate the Game (which we do not provide). You are responsible for paying all fees and taxes for the Software, any hardware and other costs you may incur to access the Online Game. Neither this Agreement nor use of the Online Game entitles you to any subsequent releases of the Software, nor to any expansion packs or similar ancillary products. You understand that we may update or otherwise enhance the Software at any time and in doing so incur no obligation to furnish such updates to you pursuant to this Agreement.

1.3 Subject to the terms and conditions hereof, this Agreement grants you a non-exclusive, non-transferable, revocable license to Use the Online Game. For the purposes of this Agreement, "Use" means executing, displaying or accessing the Online Game on a video game console, handheld device, or computer. You may not customize or otherwise modify the Online Game or any part thereof in any manner. The Online Game is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This Agreement confers no title or ownership in the Online Game. NBGA, its licensors and suppliers shall retain all rights, title and interest, including, without limitation, ownership of all intellectual property rights relating to or residing in the Software and the Online Game. You acknowledge and agree that you have not and will not acquire or obtain any intellectual property or other rights, including any right of exploitation, of any kind in or to the Software or the Online Game, and that all such property, material and items are exclusively owned by NBGA.

1.4 NBGA may provide you with support services related to the Online Game ("Support Services"). Use of Support Services, if any, is governed by the NBGA policies and programs described in "on line" documentation and/or other NBGA-provided materials applicable to such services. With respect to technical information you provide to NBGA as part of the Support Services, NBGA may freely use such information for its business purposes, including for product support and development. NBGA will not utilize such technical information in a form that personally identifies you.

1.5 Without prejudice to any other rights, the license granted herein will automatically terminate if you fail to comply with the terms and conditions of this Agreement. Upon any termination of your license, you will no longer be able to Use the Online Game. Furthermore, NBGA reserves the right to terminate this Agreement if it decides, in its sole discretion, to discontinue offering the Software and/or the Online Game.

2. ONLINE CONDUCT

2.1 NBGA does not pre-screen all content that may be posted and does not assume any responsibility or liability for content that is generated by users in the Online Game. We reserve the right to remove content that is objectionable to us for any reason. This determination is in our sole discretion, and is final. If NBGA removes content that you created, NBGA may send you a warning. If it is a serious offense or you have violated our rules before, we may ban you from participating in the Online Game. NBGA does not assume any liability for any failure to remove, or any delay in removing, content.

2.2 NBGA may in its sole discretion: (i) remove content; (ii) give warnings; (iii) restrict your access when you break the rules; or (iv) suspend or terminate your use without any notice to you. In addition, NBGA, may, in its sole discretion, terminate this Agreement immediately and without notice if you breach this Agreement or infringe any third party intellectual property rights, or if we are unable to verify or authenticate any information you provide to us. If we terminate this Agreement under these circumstances, you will lose access to the Online Game.

2.3 You agree that you will be personally responsible for your use of the Online Game and for all of your communication and activity in the Online Game, including any content you contribute, and that you will indemnify and hold harmless NBGA, its affiliates, employees, officers, and directors from any liability or damages arising from your conduct in the Online Game, including any content that you contribute.

2.3 You will violate the Terms of Use if you (or others using your account) do any of the following:

- Post, transmit, promote, or distribute content that violates any law or regulation.
- Harass, threaten, embarrass, or do anything else to another user that is unwanted.
- Transmit or facilitate distribution of content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable. Hate speech is not tolerated.
- Promote or encourage any illegal activity including hacking.
- Modify any part of the Online Game.
- You violate any applicable laws, regulations and rules wherever you are Using the Online Game. This includes rules for use of third-party technology and content, rules of interactive service providers, and federal, state, local and foreign laws where applicable. Ignorance of the law is no excuse.

- You do anything that interferes with the ability of other users to enjoy playing the Online Game, in accordance with its rules, or that materially increases the expense or difficulty of NBGA in maintaining the Online Game for the enjoyment of all its users.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NBGA, ITS PARENT, SUBSIDIARIES, SUPPLIERS OR LICENSORS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE ONLINE GAME OR THE FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NBGA'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE ONLINE GAME.

3.2 NBGA AND ITS LICENSORS MAKE NO PROMISE OR WARRANTY THAT THE SOFTWARE OR ONLINE GAME WILL WORK PROPERLY. YOU ACKNOWLEDGE AND AGREE THAT NBGA IS NOT RESPONSIBLE OR LIABLE FOR (1) ANY VIRUSES OR OTHER DISABLING FEATURES THAT AFFECT YOUR ACCESS TO OR USE OF THE ONLINE GAME, (2) ANY INCOMPATIBILITY BETWEEN THE ONLINE GAME, AND OTHER SERVICES, SOFTWARE AND HARDWARE, OR (3) ANY DELAYS OR FAILURES YOU MAY EXPERIENCE IN INITIATING, CONDUCTION OR COMPLETING ANY TRANSMISSIONS OR TRANSACTIONS IN CONNECTION WITH THE ONLINE GAME IN AN ACCURATE OR TIMELY MANNER. THE SOFTWARE, THE ONLINE GAME AND ALL OTHER SERVICES ARE PROVIDED "AS IS." EXCEPT AS DESCRIBED HEREIN, NBGA AND OUR SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NBGA does not ensure continuous, error free, secure or virus-free operation of the Online Game or continued operation or availability of any given server. Some states do not allow limitations as to how long an implied warranty lasts and/or exclusions or limitations of consequential damages, so the above limitations and/or exclusions of liability may not apply to you. This warranty give you specific legal rights and you may also have other legal rights which vary from state to state.

3.3 NBGA is not liable for any delay or failure to perform resulting from any causes beyond our reasonable control. Further, NBGA cannot and does not promise or ensure that you will be able to access the Online Game whenever you want, and there may be extended periods of time when you cannot access the Online Game.

4. PRIVACY

NBGA respects the privacy rights of our online visitors and is committed to protecting your personal information. Any personal information supplied by you to NAMCO BANDAI Games will be subject to our privacy policy posted at <http://www.namco.com/privacy/index.php>. NAMCO BANDAI Games will not sell, rent, transfer or otherwise disclose your personal data to any third party.

5. GENERAL

5.1 This Agreement is governed in all respects by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. Both parties submit to personal jurisdiction in California and further agree that any cause of action relating to this Agreement shall be brought in the proper state or federal court in the County of Santa Clara, State of California. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or your rights hereunder, and any attempt to the contrary is void. This Agreement sets forth the entire understanding and agreement between us and you with respect to the subject matter hereof.

5.2 Except for any action by NBGA seeking injunctive relief with respect to any violation of NBGA's intellectual property rights by you (including in connection with any use by you of the Online Game in an authorized manner), any dispute between you and NBGA involving this Agreement shall be settled by binding arbitration in accordance with the then-in-effect Comprehensive Arbitration Rules and Procedures of JAMS (the "Rules"). The venue of the arbitration and any related proceedings shall be Santa Clara County, California. There shall be a panel of three neutral arbitrators, selected in accordance with the Rules. In addition to the information exchanges facilitated by the Rules, the parties shall be entitled to discovery in accordance with the Federal Rules of Civil Procedure for a period of 60 days after the last responsive pleading is filed. Any unresolved discovery disputes may be brought to and disposed of by the chair of the arbitration panel. Disputes with respect to the admission, rejection and consideration of evidence shall be governed by the Federal Rules of Civil Procedure and applicable Federal law. The arbitration panel shall choose California law as the applicable substantive law and its award and decision shall conform to such law. The decision and award of the arbitration panel may be by majority. The arbitration award and decision shall be in writing and shall specify the factual and legal bases for the award and decision. The arbitrators may award costs and fees to the prevailing party, including the arbitrators' and administrative fees, out-of-pocket expenses, witness, expert and attorneys' fees. The prevailing Party may enforce the award and decision in any court of competent jurisdiction.

NAMCO BANDAI Games America Inc., is located at 4555 Great America Parkway, Suite 201, Santa Clara, CA 95054. You may e-mail us at Support@NamcoBandaiGames.com.