

TERMS OF SERVICE

Thank you for your interest in using the Sony One on-demand service (the "Service") operated by Columbia Pictures Corporation Limited and/or one of its affiliated companies (collectively, "SPE", "we", "us" "our"). These Terms of Service (the "Terms") govern your use of the Sony One Service, your use of any software including (without limitation) apps that SPE makes available to users of the Sony One Service (the "Software"), and your use of the Sony One platform as made available via third party platforms, mobile apps and the website currently located at www.sonyone.ng (the "Platform"). In these Terms, the Sony One Service, the Software, and the Platform are collectively referred to as the "Sony One Service." Please read these Terms carefully. By using the Sony One Service, you are stating that you have read and understand, and agree to be bound by, these Terms. If you do not agree to these Terms, you may not use the Sony One Service. The Sony One Service may be accessed from certain third-party websites, apps and platforms. Your use of such third- party websites, apps and platforms may also be subject to applicable terms and conditions that are different from these Terms.

1. DEFINITIONS

- a. **"Mobile Network"** means a mobile telecommunications network transmission system designed for mobile devices such as GSM (2G), UMTS (3G), LTE (4G) and IEEE 802.11 (wifi) operated by a third party;
- b. **"Access Period"** means the period of time for which certain Content may be accessed via the Sony One Service (as clearly set out within the Sony One Service at the point from which you access Content and also here in the FAQs);
- c. **"Content"** shall have the definition provided in Clause 9 (Ownership of SPE's Content; Restrictions on Use) below;
- d. **"Device"** means the device or devices upon which you view the Content and use the Sony One Service in accordance with the instructions and restrictions set out herein and/or on the Platform (as applicable);
- e. **"Payment"** means a payment that you may be required to pay in order to access and use the Sony One Service, either on a one-off basis or on a recurring basis, including but not limited to any non-recurring fee you may be required to pay to use part of the Sony One Service or access on-demand Content (if available);
- f. **"Payment Period"** means each period of time that you subscribe to the Sony One Service by making a Payment starting on the date you are first permitted to access the Sony One Service subscription and continuing for the relevant period from the date of each Payment (for example, if you purchase a month's access to the Sony One Service on 5 June at 10:00am, your first Payment Period will start on 5 June and end on 5 July at 9:59am, following which your access will either cease or automatically renew for a further Payment Period, depending on whether you have elected for your subscription to automatically renew at the end of each Payment Period or not);

- g. **“Territory”** means Nigeria.

2. ACCESS TO THE SONY ONE SERVICE

The Sony One Service is made available in the Territory. You will need to register in order to receive the Sony One Service as well as to access on-demand Content. In order to register and use the Sony One Service, you must be 18 years of age, and you shall be required to certify you are over the relevant age when you access the Sony One Service. You also affirm that you are fully able and competent to enter into these Terms and to abide by and comply with them.

In order to access and use the Sony One Service, you must:

- a. follow our reasonable instructions and requirements in relation to how you use the Sony One Service, as set out in these Terms and on the Sony One Service and updated by us from time to time;
- b. only access and use the Sony One Service via your Devices in the Territory;
- c. be a resident in the Territory;
- d. provide us with proof of identity if we reasonably ask you to do so from time to time;
- e. ensure that your Device meets the minimum hardware, systems and software requirements, as set out in the FAQs and updated by us from time to time; and
- f. ensure that you have access to either a suitable Mobile Network and/or broadband internet connection, as applicable and as set out on the Sony One Service.

3. YOUR RESPONSIBILITIES

The Sony One Service is provided to you via the internet (including via a Mobile Network and/or broadband internet connection (as applicable)). You will be responsible for any costs charged by your Mobile Network and/or internet service provider in relation to the provision of the Mobile Network coverage and/or broadband internet connection necessary to use the Sony One Service. If the Sony One Service is suspended, interrupted or not available to you due to internet connection interruptions, we will not be responsible. Viewing the Sony One Service via a Mobile Network may be less reliable than via a broadband internet connection and may incur higher charges from your Mobile Network service provider. Check your data plan with Mobile Network and internet service provider carefully to better understand the charges you might incur.

In order to access some features of the Sony One Service and certain Content on the Sony One Service, you may have to register to become a member of the Sony One Service. When you register to become a member, SPE collects certain personal information about you, which may (where you have consented) be used for marketing purposes. You agree that SPE may use any information SPE obtains about you in accordance with the provisions of SPE's Privacy Policy (including SPE's Cookie Policy) which you are required to review and accept in

order to access the Sony One Service.

You also agree to: (a) provide true, accurate, current, and complete information when prompted (e.g., at registration or when viewing content intended for mature audiences) and (b) maintain and update such information so that it is true, accurate, current, and complete at all times.

In addition, you agree not to use the Sony One Service: (i) to violate any local, state, national, or international law or regulation; (ii) to infringe any applicable copyright laws, including by means of using software or equipment to capture, copy or otherwise re-produce Content; or (iii) to interfere with or disrupt the Sony One Service or servers or networks connected to the Sony One Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Sony One Service.

You further agree not to use or launch any automated system, including, without limitation, "robots," "spiders," "offline readers," or the like, that access the Sony One Service in a manner that sends more request messages to the Sony One Service servers in a given period of time than a human can reasonably produce in the same period by using a conventional web browser, or to make any other non-genuine use of the Sony One Service. Notwithstanding the foregoing, SPE allows operators of public search engines to use spiders to index materials from the Sony One Service for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. SPE reserves the right to revoke these exceptions either generally or in specific cases.

4. PASSWORD AND SECURITY

You as the registered user of the Sony One Service are responsible for maintaining the confidentiality of your Service username and password, and you must take all reasonable precautions to prevent them from being used by someone else. You are solely responsible for all activities that occur under your username and

password. If you know or suspect that your username and password has been compromised, or you become aware of any other breach of security related to the Sony One Service, you agree to immediately notify SPE. You can contact us during normal UK business hours (9.30am – 5pm) by sending an email to support@sonyone.zendesk.com.

SPE reserves the right to require you to alter your username and/or password if SPE believes that your password is no longer secure. SPE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR USERNAME AND/OR PASSWORD OR FOR ANY ACTIONS OCCURRING UNDER YOUR USERNAME AND/OR PASSWORD.

5. PAYING FOR THE SONY ONE SERVICE

The Sony One Service will require payment by you if you are interested in accessing it. Payments are collected on SPE's behalf by the relevant payment processor in the Territory. At the time of payment where the payment processor collects the payments required to access the relevant parts of the Sony One Service you must provide the payment processor with the information needed to collect payment and you authorize the payment processor to collect Payments on our behalf.

See here in the FAQs for a description of and the current packages and prices for the Sony One Service.

If the Payment Processor is unable to collect the Payment on our behalf from you, you will not be able to access the Sony One Service. Details and current prices of Payments will be provided before you purchase or otherwise access the Content in accordance with Section 6 of these Terms of Service. Access Periods may limit how long you can retain and view Content. Details of any applicable Access Period are provided before you purchase or otherwise access the Content. Information regarding Access Periods can also be found in the FAQs. Stopping, pausing or re-starting Content will not extend the Access Period for viewing that Content. Once the Access Period has expired, the Content will no longer be made available to you and may be automatically deleted from or rendered non-playable on your Device.

If you choose to use part of the Sony One Service for which you are required to pay a Payment (where available), the Access Period will commence immediately or shortly after you have made payment (even if you do not in fact access or use that content). You acknowledge and agree that, where the Access Period commences upon order confirmation, you will have no right to cancel your purchase. Furthermore you agree that, following confirmation of your order, your purchase is final, non-exchangeable and non-refundable. No refunds will be given for Content that you have not fully viewed before the expiry of the Access Period.

If any content that you purchase is faulty, incorrect or incomplete please contact us within 28 days of order at support@sonyone.zendesk.com so that we can investigate and if appropriate arrange a replacement or refund (at our sole discretion). If you fail to notify us within 28 days, we will have no liability to you.

If you have any questions or concerns regarding payments, please contact the relevant payment processor.

6. PRICES

All of our prices in relation to the Sony One Service are in Nigerian Naira and are set out within the Platform and in our FAQs. Such prices may change from time to time.

The prices stated on the website on the Platform and in the FAQs shall include VAT and any equivalent sales tax that is applicable from time to time in the relevant Territory.

7. CANCELLATION, RESTRICTION, MODIFICATIONS OR SERVICE DISRUPTIONS

If you wish to cancel your subscription or automatic renewal to the Sony One Service, you may do so through the Platform at any time.

We do not provide refunds or credits if you cancel your subscription part way through a Payment Period. As set out above, no refunds will be given for Content that you have not fully viewed before the expiry of the Access Period.

Where you have opted against automatic renewal of your subscription and you do not pay a further Payment to continue to use the Sony One Service, your cancellation will be effective immediately following the end of any Access Period(s) for which you have paid. Where you cancel your subscription to the Sony One Service during any free trial period (if applicable, and as may be advertised on the Sony One Service from time to time), your cancellation will be effective immediately.

We can cancel or end the Sony One Service at any time. Except as otherwise specified below, if we cancel or end the Sony One Service you will have access to Content purchased by way of a Payment and subject to an Access Period for the remainder of the Access Period.

Subject to limitation of liability in clause 16, if the Sony One Service is cancelled pursuant to this clause 7 and is no longer available for you to access, SPE's maximum liability to you is limited to the amount of any Payment that you have paid calculated on a pro rata basis in respect of the amount of time that such content is unavailable to you.

Some of the Content we provide is supplied by third parties. The availability of such Content on the Sony One Service is subject to agreements with third party suppliers and we may be unable to make certain programmes available via the Sony One Service at certain times or we may be unable to show Content on certain Devices. We shall use our reasonable efforts to notify you in advance (via the Sony One Service or otherwise) about the unavailability of certain programmes and any Device restrictions.

SPE reserves the right to modify or discontinue the Sony One Service from time to time. We will give you at least 30 days' notice before we change the Sony One Service to your material disadvantage (unless an immediate

change is required as provided below), unless such change results from us being required to increase our prices by law or because a regulatory authority requests us to do so or requires a change to any aspect of our pricing which directly affects our pricing structure (if this happens we will provide notice of such changes by email to the registered user's email address).

In certain circumstances, we may not be able to give you advance notice as described above. This could occur, for example, as a result of a threat of action from a regulatory body or other third party, if urgent changes are required for security reasons, unexpected service disruptions or other reasons beyond our control. In these circumstances, we will provide as much notice as practicable and may, in our sole discretion, issue a refund or other form of compensation for any unused part of the Access Period for which you have paid and which you are prevented from using as a result of these limited circumstances.

SPE may, in its sole and absolute discretion, change these Terms from time to time. In case of any material change to these Terms, we will replace the "Terms of Service" link on our home page with a link entitled "Terms of Service: Updated" for no less than 30 days, unless the change is required to be made immediately for security, legal or regulatory reasons in which case we will notify you as soon as reasonably possible. All changes to the Terms or the Privacy Policy will be effective when posted, and your continued use of the Sony One Service after the posting will constitute acceptance of, and agreement to be bound by, those changes. If you object to any such changes, your sole recourse shall be to cease using the Sony One Service.

8. FEEDBACK

You further agree that SPE and its affiliates are free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback or content posted in response to, as a supplement to, or in association with any other content available on or in connection with the Sony One Service ("Feedback"), whether oral, written or video/multimedia, that you may send to SPE or its affiliates. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that SPE has no duties to you, with respect to such Feedback.

9. OWNERSHIP OF SPE'S CONTENT; RESTRICTIONS ON USE

The content on the Sony One Service, including without limitation, television shows, movies, clips, videos, text, software, scripts, graphics, photos, sounds, music, interactive features and the like (collectively, the "Content") and the "SPE" word mark and the SPE design mark, as well as certain other of the names, logos, and materials displayed on or through the Sony One Service that constitute trademarks, tradenames, service marks or logos (the "Marks") are owned by or licensed to SPE and are subject to copyright, trademark, and other intellectual property rights under Nigerian, U.K, U.S. and all applicable international laws.

You agree not to reproduce, duplicate, copy, download, stream, capture, archive, upload, publish, broadcast, sell, resell, modify, translate, decompile, disassemble, reverse engineer or exploit for any purposes the Sony

One Service or any portion of the Sony One Service, including, without limitation, the Content and the Marks, except as authorized by these Terms or as otherwise authorized in writing by SPE and its applicable licensors. In addition, you are strictly prohibited from creating derivative works, or materials that otherwise are derived from or based on in any way the Content and the Marks, including montages, mash-ups and similar videos, wallpaper, desktop themes, greeting cards, and merchandise, except as authorized by these Terms or as otherwise authorized in writing by SPE and its applicable licensors.

You may not incorporate the Content into any hardware or software application. The Sony One Service is provided for your personal, non-commercial use only. You must abide by all copyright notices, information, and restrictions contained in or associated with any Content. You must not remove, alter, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device or other content protection or access control measure (including, without limitation, geofiltering and/or encryption) associated with the Content.

10. LICENSE GRANTED TO YOU

SPE hereby grants you a revocable, non-exclusive, non-transferable, limited, royalty-free license to view the Content in the Territory subject to the restrictions set forth herein and solely for non-commercial purposes as permitted and intended by the Sony One Service. The foregoing license granted to you shall automatically terminate if you violate these Terms.

Further, you agree that you will not embed any Content on any website or other location that contains or hosts content that is unlawful, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, encourages criminal conduct, gives rise, or potentially gives rise, to civil liability, violates any law, rule or regulations, infringes any right of any third party including intellectual property rights, is otherwise objectionable to SPE, or links to infringing or unauthorized content.

11. COPYRIGHT INFRINGEMENT NOTICE PROCEDURE

(a) Copyright Infringement Notification.

SPE respects the intellectual property rights of others. Upon proper notice, SPE will suspend access to the Sony One Service (or any portion thereof) to any user who uses the Sony One Service in violation of copyright law, and terminate the accounts of repeat infringers.

SPE has implemented procedures for receiving written notification of claimed copyright infringement and for processing such claims in accordance with applicable law. If you believe your work has been copied in a way that constitutes copyright infringement, please send SPE's copyright agent a notification of claimed infringement with all of the following information: (i) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a list with full identifying details of such works; (ii) identification of the rights being infringed; (iii) identification of the claimed infringing material and information reasonably sufficient to permit SPE to locate the material on the Sony One Service;

(iv) information reasonably sufficient to permit SPE to contact you, such as your name, an address, telephone number, and, if available, an email address; (v) a declaration by you claiming ownership of the copyrighted work, the validity of the copyrights and good faith in requesting the takedown; or stating that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) your physical or electronic signature. You may be held liable for damages if you make material misrepresentations in a notice of infringement. Please provide us with a notice that includes all of the above enumerated information (“Notice of Infringement”) and email or mail it to the following SPE copyright agent:

Copyright Agent

Columbia Pictures Corporation Limited

12th Floor, Brunel Building

2 Canalside Walk

London

W2 1DG

corporate_legal_notices@spe.sony.com

By submitting a Notice of Infringement, you acknowledge and agree that SPE may forward your Notice of Infringement and any related communications to any users who posted the material identified in such notice.

Please do not send notices or enquiries unrelated to alleged copyright infringement to SPE's designated agent.

(b) Counter Notification.

If you believe that your content has been wrongfully removed from the Sony One Service, you may send SPE a counter notification. You may be held liable for damages if you make material misrepresentations in a counter notification.

By submitting a counter notification, you acknowledge and agree that SPE may forward your counter notification and any related communications to the person who submitted the original Notice of Infringement that resulted in the removal of your User Comment or to other third parties.

12. SOFTWARE

- a. License. Subject to these Terms, SPE grants you a non-exclusive, non-transferable, non-assignable license (without right to sublicense) to download, install and/or use one copy of the Software on your Device in machine-executable object code form only.
- b. Restrictions. You may not copy, modify, adapt, translate into any language, distribute, or create derivative works based on the Software without the prior written consent of SPE. You may not

assign, rent, lease, license or lend the Software to any person or entity. Any attempt by you to sublicense, transfer, or assign the Software will be void and of no effect. You may not decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software by any means whatsoever, except to the extent the foregoing restriction is prohibited by applicable law.

- c. Ownership. You have no ownership rights in the Software or any related documentation. SPE retains all right, title, and interest in and to the Software (including any changes, modifications, or corrections thereto) and any related documentation. You understand and agree that you will gain no right, title, or interest in or to the Software by virtue of any Feedback provided by you and that you do not now have, will not have, and will never claim to have, any proprietary rights (including intellectual property rights and trade secret rights) in or to the Software (or any changes, modifications, or corrections thereto). If you are ever held or deemed to hold any right in or to the Software (or any changes, modifications, or corrections thereto) by virtue of your Feedback, then you hereby irrevocably assign to SPE all such rights. In the event that any such right cannot be so assigned, you hereby agree to waive enforcement world-wide of such rights against SPE and hereby grant to SPE an exclusive license, with right to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, perform and display, in any medium or format, whether now known or later developed, any and all property that is subject to such rights. The Software may include technology owned by Microsoft Corporation and/or other third parties and be utilized under a license from such third parties or their affiliates. Use or distribution of such technology outside of the Software is prohibited without a license from Microsoft Corporation, and/or any relevant third party, and/or their affiliates.
- d. All users acknowledge and agree that content owners use Microsoft PlayReady™ content access technology to protect their intellectual property, including copyrighted content. The use of any device to access the Sony One Service will employ PlayReady technology to allow access to PlayReady protected content and/or WMDRM-protected content. If the device fails to properly enforce restrictions on content

usage, content owners may require Microsoft to revoke the device's ability to consume PlayReady-protected content. Revocation should not affect unprotected content or content protected by other content access technologies. Content owners may require you to upgrade PlayReady to access their content. If you decline an upgrade, you will not be able to access content that requires the upgrade.

13. TERMINATION

Your right to use the Sony One Service automatically terminates if you violate these Terms or any rules or guidelines posted in connection with the Sony One Service.

Furthermore, we shall be entitled to suspend or limit your access to, or use of, the Sony One Service (fully or partly) immediately (with no liability):

- a. if you fail to make due payment to the payment processor (in whole or in part) for your use of the Sony One Service for any reason (including without limitation due to failure of your payment

- method);
- b. if you breach any of these Terms or any rules or guidelines posted on the Sony One Service;
 - c. if you commit any fraudulent activity through your use of the Sony One Service;
 - d. if you act towards our staff or representatives in a way which we reasonably consider unacceptable or inappropriate; or
 - e. if due to technical or operational reasons, suspension or limitation of the Sony One Service is reasonably necessary.

SPE reserves the right, in its sole discretion, to terminate your access to all or part of the Sony One Service, for any reason, provided that if it is through no breach (or alleged breach) of these Terms by you,

you will continue to have access to Content purchased by way of a Payment and subject to an Access Period for the remainder of the Access Period.

FURTHER, YOU AGREE THAT SPE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR REMOVING YOUR (OR ANY OTHER PERSON'S) USER COMMENTS, FEEDBACK OR SUSPENDING OR TERMINATING YOUR (OR ANY OTHER PERSON'S) ACCESS TO THE SPE NETWORK (OR ANY PORTION THEREOF) OTHER THAN AS EXPRESSLY SET OUT HEREIN. You may discontinue your participation in and access to the Sony One Service at any time (subject to Clause 7 above (*Cancellation, Modification or Restrictions*), as applicable). SPE reserves the right to investigate your use of the Sony One Service in the event SPE, in its sole discretion, believes you have violated these Terms.

14. LINKS

The Sony One Service may contain links to third party websites or internet resources that are not owned or controlled by SPE. SPE's provision of a link to any other Website or Internet resource is for your convenience only and does not signify SPE's endorsement of such other Website or resource or its contents. SPE SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY CONTENT, INFORMATION, SOFTWARE, MATERIALS OR PRACTICES OF ANY THIRD PARTY WEBSITE OR INTERNET RESOURCE, INCLUDING ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SPE NETWORK OR ANY LINKED WEBSITE OR FEATURED IN ANY ADVERTISING.

15. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SONY ONE SERVICE IS AT YOUR SOLE RISK. THE SONY ONE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SPE AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SONY ONE SERVICE (INCLUDING, BUT NOT LIMITED TO AVAILABILITY, RELIABILITY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT).

SPE and its affiliates make no warranties or representations about the accuracy or completeness of content available on or through the Sony One Service or the content of any websites linked to the Sony One Service and assume no liability or responsibility for any: (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Sony One Service (subject to Clause 17 (*Exclusions and Limitations*)); (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein; (iv) any interruption or cessation of transmission to or from the Sony One Service; (v) any bugs, viruses, Trojan horses, or the like which may be transmitted to or through the Sony One Service by any third party; and/or (vi) for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available on or through the Sony One Service.

16. LIMITATION OF LIABILITY

SPE will not be liable under these Terms for:

- a. any use of the Sony One Service that is not authorised by us;
- b. the act of ending, suspending or restricting these Terms in accordance with Clause 7 (*Cancellation, Modification, Restrictions or Disruptions*) and/or Clause 13 (*Termination*);
- c. any delay or failure by us to provide the Sony One Service (or any part of it) caused by events outside our reasonable control. Matters outside our reasonable control may include (but are not limited to) severe weather conditions, civil disorder, terrorist activity, war, pandemic and government action;
- d. any loss or damage caused by us or any of our respective officers, employers or agents in circumstances where:
 - i. there is no breach of a contractual obligation or legal duty of care owed to you by us or by any of our employees or agents; or
 - ii. such loss or damage is not a reasonably foreseeable result of any such breach;
- e. any loss or damage caused by us or any of our respective employees or agents to the extent that such loss or damage results from your negligence, your failure to follow our reasonable instructions or any other breach by you of these Terms;
- f. any loss or damage caused by any:
 - i. errors, viruses or bugs present in or arising from your use of the Sony One Service that are not directly caused by or attributable to us; or
 - ii. incompatibility of the Sony One Service with any other software, hardware or material on your Device.

The limitations set out herein do not affect your legal rights.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL SPE OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AGENTS, OR LICENSORS BE

LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER FINANCIAL LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE SONY ONE SERVICE.

In no event shall our total liability to you for all damages, losses and causes of action whether in contract, tort (including negligence) or otherwise arising out of these Terms and/or your use of the Sony One Service exceed the amount paid by you to us, if any, for accessing the Sony One Service, or KES equivalent of £10 (whichever is the greater).

17. EXCLUSIONS AND LIMITATIONS

To the extent SPE may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of SPE's liability shall be the minimum permitted under such applicable law. Nothing in these terms limits SPE's liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation.

18. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless SPE, its subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that such parties may incur as a result of or arising from (a) any information (including, without limitation, your User Comments, Feedback, or any other content) you (or anyone using your account) submit, post, or transmit on or through the Sony One Service; (b) your (or anyone using your account's) breach of these Terms; or (c) your (or anyone using your account's) violation of any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. SPE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with SPE in asserting any available defenses.

19. JURISDICTION

These Terms (including any dispute that may arise out of or in connection with these Terms) shall be construed and enforced in accordance with the laws of England and Wales without regard to any choice of law or conflict of laws principles, regardless of where you live.

20. GENERAL FEEDBACK - COMPLAINTS - ESCALATION PROCEDURE

We hope that you are happy with your experience on the Sony One Service. If you have any complaints regarding the Sony One Service, please email us support@sonyone.zendesk.com. If we are unable to satisfy your complaint directly, or if any dispute arises in connection with your complaint, you agree that we may attempt to settle the issue by mediation. If you are not satisfied with our handling of your complaint, and/or if mediation does not resolve the issue, you should seek independent legal advice as to the clause 24 (Arbitration) below.

21. ARBITRATION

You agree that any and all disputes or controversies of any nature between SPE and you about or involving the Sony One Service must be submitted to Judicial Arbitration and Mediation Services ("JAMS") for binding arbitration under its Streamlined Arbitration Rules and Procedures ("Rules"). Such arbitration will be held in London, United Kingdom, before a single arbitrator who shall be a retired judge. The arbitrator shall be

selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitration shall be a confidential proceeding, closed to the general public. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The arbitrator shall have the power to enter temporary restraining orders and preliminary and permanent injunctions. Neither party shall be entitled or permitted to commence or maintain any action in a court of law with respect to any matter in dispute until such matter shall have been submitted to arbitration as herein provided and then only for the enforcement of the arbitrator's award; provided, however, the foregoing shall not prevent SPE from seeking injunctive relief in a court of competent jurisdiction. Notwithstanding anything to the contrary herein, you hereby irrevocably waive any right or remedy to seek and/or obtain injunctive or other equitable relief or any order with respect to, and/or to enjoin or restrain or otherwise impair in any manner, the production, distribution, exhibition or other exploitation of any motion picture, production or project related to SPE, its subsidiaries and affiliates, or the use, publication or dissemination of any advertising in connection with such motion picture, production or project.

22. MISCELLANEOUS

These Terms, together with any other rules or guidelines posted in connection with the Sony One Service (e.g., the Privacy Policy and Cookie Policy), constitute the entire and exclusive and final statement of the agreement between you and SPE with respect to the subject matter hereof, and govern your use of the Sony One Service, superseding any prior agreements or negotiations between you and SPE with respect to the subject matter hereof. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms. Nothing in this Clause shall limit or exclude any liability for fraud. A copy of these Terms will be available to you on acceptance of the Terms and completion of the registration procedure through the Platform.

To the extent you enter or are otherwise eligible for any contest, sweepstakes or other promotion, you may be subject to separate or additional terms and conditions that govern such contest, sweepstakes or other promotion, which will be made available on the Service at such time. The failure of SPE to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If for any reason any part of these Terms is found to be unenforceable, that part shall be either deleted or enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of these Terms shall continue in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. The terms of Clauses 7, 10 and 13 to 22 of these Terms, as well as any other limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the Service. We can transfer our rights under these Terms to any company, firm or person. You may not transfer your rights or

obligations under these Terms to any third party. These Terms are personal to you and no third party is entitled to benefit under these Terms, unless authorized by us in advance and in writing.

The effective date of these Terms is 10 November 2020.