

## Terms of Service

**Last Updated and Effective Date: December 15, 2010**

Welcome to Second Life! This agreement (this "Agreement" or the "Terms of Service") describes the terms on which Linden Research, Inc. and Linden Research United Kingdom, Ltd. (collectively "Linden Lab") offer you access to Second Life. "Second Life" or the "Service" means the multi-user online service offered by Linden Lab, including its Websites, Servers, Linden Software, Linden In-World Content, and User Content (as those terms are defined in this Agreement). This offer is conditioned on your agreement to all of the terms and conditions contained in the Terms of Service, including the policies and terms linked to or otherwise referenced in this Agreement.

By using Second Life, you agree to and accept these Terms of Service. If you do not so agree, you should decline this Agreement, in which case you are prohibited from accessing or using Second Life.

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This Agreement includes both the terms above and the following 14 sections, which you may jump to directly by selecting the appropriate link below. The headings and subheadings are for your convenience only -- you are responsible for reviewing all sections, defined terms and related links in their entirety to ensure you fully understand this Agreement.

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## 1. CHANGES TO THIS AGREEMENT

This Agreement may be changed by Linden Lab effective immediately by notifying you as provided in Section 13.4 below, provided that Material Changes will become effective thirty (30) days after such notification. By continuing to access or use Second Life after the effective date of any such change, you agree to be bound by the modified Terms of Service. A "Material Change" is a change to this Agreement which reduces your contractual rights or increases your responsibilities under this Agreement in a significant manner.

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## 2. ELIGIBILITY TO USE SECOND LIFE

### 2.1 Age Requirements for Second Life.

By accepting this Agreement in connection with an Account, you represent that you are at least 13 years of age and you have the legal authority to enter into this Agreement. If you are at least 13 years of age and less than 18 years of age, you represent that (i) your parent or legal guardian has consented to your having an Account in Second Life, participating in the Service, and providing your personal information in connection with the Service; and (ii) your parent or legal guardian has read and accepted this Agreement on your behalf. If you are under 13 years of age, then please do not use Second Life. There are lots of other great virtual world services for you. Talk to your parents about which services are appropriate for you.

### 2.2 Age Requirements for Use of Areas of the Service.

(i) **Users 13 to 15.** If you are at least 13 years of age but less than 16 years of age, you may only use the Service if you are affiliated with a Sponsoring Organization, and your Account in Second Life is referred to as an "Affiliated Account." A "Sponsoring Organization" means a User Organization (as defined in Section 2.4 below) that (i) maintains on the Service a "Teen Estate," which is Virtual Land and Content that is appropriate for users between 13 and 16 and complies with the **General Maturity Rating**; (ii) has been approved by Linden Lab, in our sole discretion, to register Affiliated Accounts using our **"Registration API" tool**; (iii) limits the access of all Affiliated Accounts of users between 13 and 16 to the Sponsoring Organization's Teen Estate; and (iv) requires all visitors to the Teen Estate to comply with the **General Maturity Rating** and any other rules that the Sponsoring Organization may impose as long as they are consistent with this Agreement. By accepting this Agreement in connection with an Affiliated Account, you represent that in addition to the representations of section 2.1, you are at least 13 years of age and less than 16 years of age, you agree that you will at all times comply with

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your Sponsoring Organization's rules for the Teen Estate, and you acknowledge that you are only permitted to access your Sponsoring Organization's Teen Estate and no other areas of the Service.

(ii) **Users 16 and 17.** If you are at least 16 years of age but less than 18 years of age (or the legal age of majority in your jurisdiction, if it is greater), then you may only access areas of the Service rated General in accordance with our **Maturity Ratings**. If you have used the Service under an Affiliated Account, you may continue to access your Sponsoring Organization's Teen Estate, provided that the Sponsoring Organization permits you to continue such access upon reaching the age of 16.

For users 13 through 17 years of age, we have created **Teen Safety Guidelines** that we suggest you review with your parents.

(iii) **Users 18 and Over.** If you are at least 18 years of age (or the legal age of majority in your jurisdiction, if it is greater), then you may access areas of the service that are rated General, as well as Moderate and Adult, as provided in our **Maturity Ratings** and Section 2.3 below.

Your Accounts may be suspended or terminated immediately without warning or any refund or other compensation if we believe that you are under 13 years of age, if we believe you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18.

### 2.3 Age Verification for Adult Only Second Life.

In order to access Second Life regions or listings designated as "Adult Only" Content, which Content may be explicitly sexual, intensely violent or otherwise designated as Adult under our **Maturity Ratings** ("Adult Only Content"), you affirm that you are at least 18 years of age, or the age of legal majority where you reside if that jurisdiction has an older age of majority. You further agree that as a condition to accessing Adult Only Second Life, you will submit to account verification as required by Linden Lab, and provide only true and accurate identification documentation to Linden Lab or its third party service providers to verify your age. You further acknowledge that you will comply with our **Maturity Ratings**, and conduct any activities we have defined as Adult only within regions designated as Adult.

### 2.4 Requirements for Corporate Users and Sponsoring Organizations.

If you are using the Service on behalf of a company, organization or other legal entity (collectively, "User Organization"), you represent and warrant that you are an employee of that User Organization or other person authorized to do so. If you are a Sponsoring Organization, you agree that (i) you will maintain your Teen Estate in compliance with the **General Maturity Rating**; (ii) you will comply with the **API Terms of Use**; (iii) you will limit the access of Affiliated Accounts of users between 13 and 16 to your Teen Estate; (iv) you are solely responsible for all Content and activities that take place on your Teen Estate, and (v) you will comply with such guidelines as Linden Lab may issue from time to time with respect to Teen Estates.

### 2.5 Other Eligibility Requirements for Use of Second Life.

You may not use or register to use Second Life (i) for the duration of your suspension if you have been suspended from the Service by Linden Lab; (ii) at any time if you have been terminated from the Service by Linden Lab; or (iii) at any time if you are a person barred from receiving the Services under applicable law.

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## 3. ACCOUNT REGISTRATION AND BILLING

### 3.1 You must establish an account to use Second Life, using true and accurate registration information.

You must establish an Account with Linden Lab to use the Service, except for those portions of the Websites which Linden Lab allows users to access without registration. You may establish one or more additional Accounts, provided that your existing Account is in good standing and you are otherwise in full compliance with this Agreement. You may not transfer or assign your Account and its contractual rights, licenses and obligations, to any third party without the prior written consent of Linden Lab.

You agree to provide accurate, current and complete information about yourself as prompted by the registration form ("Registration Data") and to use the account management tools provided to keep your Registration Data accurate, current and complete.

You may establish an Account with Registration Data provided to Linden Lab by a third party who provides a gateway to our Service through the use of an API, in which case you may have a separate, additional account relationship with such third party. This relationship in no way modifies, lessens or alters your obligations under these Terms of Service. Access to Second Life through third parties may be available or discontinued at the discretion of Linden Lab. You acknowledge that Linden Lab is not liable for the acts or omissions of such third parties, which are not the partner or representative of Linden Lab or endorsed or controlled by Linden Lab.

### 3.2 You agree to use an Account Name in Second Life that is not misleading, offensive or infringing. You are responsible for activities related to your Account Name, and for keeping your password for this Account secure.

You must choose an account name to identify yourself to Linden Lab staff in connection with your Account (your "Account Name"), which will also serve as the name for your graphical representation within the Service under this Account (your

"Avatar"). You may not select as your Account Name any name that Linden Lab determines may cause deception or confusion; may violate any trademark right, copyright, or other proprietary right or mislead other users regarding your identity or affiliation; or any name that Linden Lab determines in its discretion to be vulgar, offensive, or otherwise inappropriate. Linden Lab reserves the right to delete or change any Account Name that violates this paragraph, and will have no liability regarding the use or deletion of any Account Name.

You are responsible for all activities conducted through your Account. In the event that fraud, illegality or other conduct that violates this Agreement is discovered or reported (whether by you or someone else) that is connected with your Account, we may suspend or terminate your Account (or Accounts) as described in Section 11.

At the time your Account is opened, you must select a password. You are responsible for maintaining the confidentiality of your password and are responsible for any harm resulting from your disclosure, or authorization of the disclosure of your password or from any person's use of your password to gain access to your Account or Account Name. At no time should you respond to an online request for a password other than in connection with the log-on process to the Service. Your disclosure of your password to any other person is at your own risk.

### **3.3 If you choose to use paid aspects of the Service, you agree to the posted pricing and billing policies on the Websites.**

Certain aspects of the Service, including the usage of virtual environments known as "Virtual Land" in Second Life, or subscription to a "premium account", are provided for a fee or other charge. These fees and charges are set forth on the [Second Life Fee Schedule](#). Should you elect to use paid aspects of the Service, you agree to the pricing, payment and billing policies posted on the Websites applicable to such fees and charges, plus VAT or other taxes as applicable, including as set forth in the [Second Life Billing Policy](#), and in the [Second Life Marketplace Fee and Listing Policies](#). Linden Lab may add new services for additional fees and charges, or prospectively amend fees and charges for existing services.

You acknowledge that it is your responsibility to ensure payment in advance for all paid aspects of the Service, and to ensure that your credit or debit cards or other payment instruments accepted by Linden Lab continue to be valid and sufficient for such purposes. Linden Lab may exercise its suspension or termination rights as provided in Section 11.3 in the event of any payment delinquency.

Linden Lab does not accept returns or provide refunds of products or services purchased from Linden Lab. For disclosure purposes, the legal name under which Linden Lab does business is Linden Research, Inc. and the address from which business is conducted is 945 Battery Street, San Francisco, California 94111.

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## **4. SECOND LIFE IS A VIRTUAL WORLD SERVICE**

### **4.1 Second Life is a virtual world service consisting of a multi-user environment, including software, websites and virtual spaces.**

"Account" means the entirety of your contractual rights and obligations under this Agreement associated with a particular Account Name you have selected for accessing the Service.

"Content" means any works of authorship, creative works, graphics, images, textures, photos, logos, sounds, music, video, audio, computer programs, applications, animations, gestures, text, objects, primitives, scripts, and interactive features.

"Intellectual Property Rights" means copyrights, trademarks, service marks, trade dress, publicity rights, database rights, patent rights, and other intellectual property rights or proprietary rights recognized by law.

"In-World" means within the three-dimensional virtual world environment of Second Life.

"Linden In-World Content" is the Content provided to you In-World by Linden Lab under license in connection with the Service, except all User Content (as defined below), including but not limited to Content we created or licensed from third parties.

"Linden Software" is the software provided to you by Linden Lab and/or its suppliers under license in connection with the Service, including but not limited to the viewer software for accessing the Second Life environment (the "Viewer"), any other communication software, whether facilitating text-based, chat-based, voice, audio or other communication, within or outside of the Second Life environment, and any application program interfaces for use with Second Life (the "APIs").

"Second Life" or the "Service" is the multi-user online service offered by Linden Lab and includes the Websites, Servers, Linden Software, Linden In-World Content, and User Content.

"Servers" are the online environments that support the Service, including without limitation: the server computation, electronic data storage, software access, messaging and protocols that simulate the Second Life environment.

"User Content" means any Content that a user of the Service has uploaded, published, or submitted to or through the Servers, Websites, or other areas of the Service.

"Websites" are the websites and services available from the domain and subdomains of <http://secondlife.com> and <http://marketplace.secondlife.com> and any related or successor domains from which Linden Lab may offer services.

### **4.2 Second Life exists only as long as and in the form that we may provide the Service, and all aspects of the Service are subject to change or elimination.**

Linden Lab has the right to change and/or eliminate any aspect(s), features or functionality of the Service as it sees fit at

any time without notice, and Linden Lab makes no commitment, express or implied, to maintain or continue any aspect of the Service. You acknowledge that your use of the Service is subject to this risk and that you knowingly assume it and make your decisions to participate in the Service, contribute Content and spend your money accordingly.

#### **4.3 Linden Lab is a service provider and is not responsible or liable for the Content, conduct, or services of users or third parties.**

You understand that Linden Lab is a service provider that enables its users to interact online and display and communicate information and Content chosen by those users, and that users likewise can alter the service environment on a real-time basis. Linden Lab does not control or endorse the Content of communications between users or users' interactions with each other or the Service.

You acknowledge that you will be exposed to various aspects of the Service involving the conduct, Content, and services of users, and that Linden Lab does not control and is not responsible or liable for the quality, safety, legality, truthfulness or accuracy of any such user conduct, User Content, or user services. You acknowledge that Linden Lab does not guarantee the accuracy of information submitted by any user of the Service, nor any identity information about any user. Your interactions with other users and your use and purchase of User Content or user services are entirely at your own risk.

You agree that Linden Lab has and may exercise the right in its sole discretion to pre-screen, refuse, or delete any Content or services from the Service or disable any user's access to the Service without notice or liability to you or any other party, including upon our belief that such user's conduct, Content, services, or use of the Service is potentially illegal, threatening, or otherwise harmful to any user or other person or in violation of our Terms of Service, **Community Standards**, or other policies.

The Service may contain links to or otherwise allow connections to third-party websites, servers, and online services or environments that are not owned or controlled by Linden Lab. You agree that Linden Lab is not responsible or liable for the Content, policies, or practices of any third-party websites, servers, or online services or environments. Please consult any applicable terms of use and privacy policies provided by the third party for such websites, servers, or online services or environments.

#### **4.4 If properly notified, Linden Lab responds to complaints that User Content infringes another's intellectual property.**

Intellectual property infringement on the Service is a violation of this Terms of Service, and you agree not to engage in such infringement. It is our policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act and to terminate the accounts of repeat infringers in appropriate circumstances. We operate an intellectual property complaint process for complaints that User Content infringes another's intellectual property, the details of which are available in our **Intellectual Property Policy**. Linden Lab reserves the right to disable, delete or terminate, without notice, any user's Content or access to the Service if that user is determined by Linden Lab to infringe or repeatedly infringe.

#### **4.5 Second Life is subject to scheduled and unscheduled service interruptions and loss of server data, which you do not own and for which you will not hold us liable.**

Linden Lab may on occasion need to interrupt the Service with or without prior notice. You agree that Linden Lab will not be liable for any interruption of the Service (whether intentional or not), and you understand that except as may otherwise be specifically provided in **Linden Lab's Billing Policy**, you will not be entitled to any refunds of fees or other compensation for interruption of service.

Likewise, you agree that in the event of data loss, we will not be liable for any purported damage or harm arising therefrom. Linden Lab owns the bits and bytes of electronic data stored on its Servers, and accordingly will not be liable for any deletion, corruption or data loss that occurs in connection with the Service. Linden Lab will solely determine any disposition of the electronic data stored on its Servers and will have no obligation to reproduce, process, transfer, extract or recreate any data from its Servers. Our ownership of these bits and bytes of electronic data stored on our Servers does not limit or impair any Intellectual Property Rights you may have in your Content as set forth in Section 7.1 below.

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## **5. "LINDEN DOLLARS" ARE VIRTUAL TOKENS THAT WE LICENSE**

### **5.1 Each Linden dollar is a virtual token representing contractual permission from Linden Lab to access features of the Service. Linden dollars are available for Purchase or distribution at Linden Lab's discretion, and are not redeemable for monetary value from Linden Lab.**

The Service includes a component of virtual tokens ("Linden dollars" or "L\$"), each of which constitutes a limited license permission to use features of our Service as set forth below. Linden Lab may or may not charge fees to acquire or use Linden dollars, and these fees may change at any time.

When you acquire a Linden dollar, Linden Lab hereby grants you a limited license ("Linden Dollar License") to use the Linden dollar as a virtual token to be held, bartered, traded and/or transferred in Second Life with other users (and/or Linden Lab), in exchange for permission to access and use Content, applications, services, and various user-created features, in accordance with these Terms of Service. The Linden Dollar License is transferable by the holder to any other user, provided that both users comply with these Terms of Service, maintain their Accounts in good standing, and are not delinquent on any Account payment requirements. Except as expressly permitted by this Agreement or otherwise expressly permitted by Linden Lab, the Linden Dollar License may not be sublicensed, encumbered, conveyed or made subject to any right of survivorship or other disposition by operation of law or otherwise, and you agree that any attempted disposition in violation of these Terms of Service is null and void. Linden Lab may revoke the Linden Dollar License at any time without notice, refund or compensation in the event that: (i) the Linden dollar program is suspended or discontinued; (ii) Linden Lab determines that fraud or other illegal conduct is associated with the holder's Account; (iii) Linden Lab imposes an expiration

date on usage of Linden dollars in compliance with applicable laws and regulations; (iv) the holder's Account is terminated for violation of these Terms of Service; or (v) the holder becomes delinquent on any of that user's Account payment requirements, ceases to maintain an active Account or terminates this Agreement.

You acknowledge that Linden dollars are not real currency or any type of financial instrument and are not redeemable for any sum of money from Linden Lab at any time. You agree that Linden Lab has the right to manage, regulate, control, and/or modify the license rights underlying such Linden dollars as it sees fit and that Linden Lab will have no liability to you based on its exercise of this right. Linden Lab makes no guarantee as to the nature, quality or value of the features of the Service that will be accessible through the use of Linden dollars, or the availability or supply of Linden dollars.

## **5.2 Second Life offers a Linden dollar exchange, called the LindeX exchange, for the trading of Linden dollars, which uses the terms "Buy" and "Sell" to indicate the transfer of Linden Dollar Licenses.**

The Service includes a component called the "LindeX exchange" or the "LindeX," which refers to an aspect of the Service through which Linden Lab permits transactions in which users may exchange their Linden dollars with one another. The Service may include other, similar Linden dollar exchange sites and methods, including the Second Life Marketplace "Currency Exchange" (to the extent we make that method available), and the Service may from time to time include other, similar methods or sites on which Linden dollars may be exchanged (referred to collectively as the "LindeX" or "LindeX exchange"). You acknowledge that the LindeX exchange has been created to enable users of Second Life to enhance their experience using the Service with the ability to transfer license rights to other users of the Service, and that the terminology used is solely for the purpose of enabling this use of the Service.

Regardless of terminology used, you acknowledge that as used in this Agreement and throughout the Service in the context of Linden dollar transfers: (a) the term "Sell" means "to transfer for consideration to another user their Linden dollars in accordance with the Terms of Service," (b) the term "Buy" or "Purchase" means "to receive for consideration from another user their Linden dollars in accordance with the Terms of Service," (c) the terms "Buyer," "Seller," "Sale" and "Purchaser" and similar terms have corresponding meanings to their root terms, (d) "Sell Order" and similar terms mean a request from a user to Linden Lab to list Linden dollars for Sale on the LindeX exchange at a requested Sale price, and (e) "Buy Order" and similar terms mean a request from a user for Linden Lab to match open Sale listings with a requested Purchase price and facilitate completion of the Sale of Linden dollars.

You acknowledge that Linden Lab may deny any Sell order or Buy order individually or with respect to general volume, price or other limitations set by Linden Lab. Linden Lab may halt, suspend, discontinue, or reverse any LindeX exchange transaction (whether proposed, pending or past) in cases of actual or suspected fraud, violations of other laws or regulations, or deliberate disruptions to or interference with the Service.

## **5.3 There are other Linden dollar exchanges that are operated by third parties.**

Linden dollars are occasionally Bought and Sold on third party exchanges, which are wholly distinct from the LindeX exchange. Unless specified by Linden Lab, these exchanges have no affiliation with Linden Lab. We do not guarantee the legitimacy of the Linden dollar transfers offered on them, and we are not liable for purchases of such Linden dollars. You purchase Linden dollars from such sites at your own risk. If you Buy Linden dollars that are traced to unauthorized credit card activity or other fraudulent activity, we will recoup these Linden dollars from your Account.

Purely for informational purposes, we may list on our Websites third-party exchanges that use our **"Risk API" tool**. The use of the Risk API may lessen the occurrence of fraud on those exchanges; however, in no event do we endorse, guarantee or insure your purchases from these unaffiliated exchanges.

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## **6. "VIRTUAL LAND" IS IN-WORLD SPACE THAT WE LICENSE**

Virtual Land is the graphical representation of three-dimensional virtual world space. When you acquire Virtual Land, you obtain a limited license to access and use certain features of the Service associated with Virtual Land stored on our Servers. Virtual Land is available for Purchase or distribution at Linden Lab's discretion, and is not redeemable for monetary value from Linden Lab.

The Service includes a component of In-World virtual space that is stored on our Servers and made available in the form of virtual units ("Virtual Land"). This "Virtual Land" constitutes a limited license to access and use certain features of our Service as set forth below. Linden Lab may or may not charge fees for the right to acquire, transfer or access Virtual Land, and these fees may change at any time.

When you acquire Virtual Land, Linden Lab hereby grants you a limited license ("Virtual Land License") to access and use features of the Service associated with the virtual unit(s) of space corresponding to the identifiers of the Virtual Land within the Service as designated by Linden Lab, in accordance with these Terms of Service and any other applicable policies, including the **Second Life Mainland Policies** as they exist from time to time. The Virtual Land License is transferable by the holder to any other user provided that both users and the proposed transfer comply with these Terms of Service, maintain their accounts in good standing, and are not delinquent on any Account payment requirements. Except as expressly permitted by this Agreement, this Virtual Land License may not otherwise be encumbered, conveyed or made subject to any right of survivorship or other disposition and any attempted disposition in violation of these Terms of Service is null and void. Linden Lab may revoke the Virtual Land License at any time without notice, refund or compensation in the event that: (i) Linden Lab determines that fraud, illegal conduct or any other violations of these Terms of Service or other Second Life policies is associated with the holder's Account or Virtual Land; or (ii) the holder becomes delinquent on any of that user's Account's payment requirements, ceases to maintain an active Account or terminates this Agreement.

You may permit or deny other users to access your Virtual Land on terms determined by you. Any agreement you make with other users relating to use or access to your Virtual Land must be consistent with these Terms of Service, and no such agreement can abrogate, nullify, void or modify these Terms of Service.

You acknowledge that Virtual Land is a limited license right and is not a real property right or actual real estate, and it is not redeemable for any sum of money from Linden Lab. You acknowledge that the use of the words "Buy," "Sell" and similar terms carry the same meaning of referring to the transfer of the Virtual Land License as they do with respect to the Linden Dollar License. You agree that Linden Lab has the right to manage, regulate, control, modify and/or eliminate such Virtual Land as it sees fit and that Linden Lab shall have no liability to you based on its exercise of such right. Linden Lab makes no guarantee as to the nature of the features of the Service that will be accessible through the use of Virtual Land, or the availability or supply of Virtual Land.

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## 7. CONTENT LICENSES AND INTELLECTUAL PROPERTY RIGHTS

### 7.1 You retain any and all Intellectual Property Rights in Content you submit to the Service.

You retain any and all Intellectual Property Rights you already hold under applicable law in Content you upload, publish, and submit to or through the Servers, Websites, and other areas of the Service, subject to the rights, licenses, and other terms of this Agreement, including any underlying rights of other users or Linden Lab in Content that you may use or modify.

In connection with Content you upload, publish, or submit to any part of the Service, you affirm, represent, and warrant that you own or have all necessary Intellectual Property Rights, licenses, consents, and permissions to use and authorize Linden Lab and users of Second Life to use the Content in the manner contemplated by the Service and these Terms of Service.

Because the law may or may not recognize certain Intellectual Property Rights in any particular Content, you should consult a lawyer if you want legal advice regarding your legal rights in a specific situation. You acknowledge and agree that you are responsible for knowing, protecting, and enforcing any Intellectual Property Rights you hold, and that Linden Lab cannot do so on your behalf.

### 7.2 You grant certain Content licenses to Linden Lab by submitting your Content to the Service.

You agree that by uploading, publishing, or submitting any Content to or through the Servers, Websites, or other areas of the Service, you hereby automatically grant Linden Lab a non-exclusive, worldwide, royalty-free, sublicenseable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content solely for the purposes of providing and promoting the Service.

You understand that this license enables Linden Lab to display, distribute, promote, and improve the Service. You agree that the license includes the right to copy, analyze and use any of your Content as Linden Lab may deem necessary or desirable for purposes of debugging, testing, or providing support or development services in connection with the Service and future improvements to the Service. The license granted in this Section 7.2 is referred to as the "Service Content License."

### 7.3 You grant certain Content licenses to users of Second Life by submitting your Content to publicly accessible areas of the Service.

You agree that by uploading, publishing, or submitting any Content to any publicly accessible areas of the Service, you hereby grant each user of Second Life a non-exclusive license to access the User Content through the Service, and to use, reproduce, distribute, prepare derivative works of, display, and perform the Content In-World or otherwise on the Service solely as permitted by you through your interactions with the Service under these Terms of Service. This license is referred to as the "User Content License," and the Content being licensed is referred to as "User Content."

"Publicly accessible" areas of the Service are those areas that are accessible to other users of Second Life. If you do not wish to grant users of Second Life a User Content License, you agree that it is your obligation to avoid displaying or making available your Content to other users. For example, you may use Virtual Land tools to limit or restrict other users' access to your Virtual Land and thus the Content on your Virtual Land.

"Your interactions with the Service" may include use of the Second Life permissions system and the copy, modify, and transfer settings for indicating how other users may use, reproduce, distribute, prepare derivative works of, display, or perform your Content In-World subject to these Terms of Service. Any agreement you make with other users relating to use or access to your Content must be consistent with these Terms of Service, and no such agreement can abrogate, nullify, void or modify these Terms of Service.

You acknowledge that when you receive a User Content License you receive only licensing and use rights: You therefore do not acquire ownership of any copies of the Content, or transfer of any copyright or other Intellectual Property Rights in the Content. You acknowledge that with respect to the use of the words "Buy" and "Sell" as used in this Agreement and throughout the Service in the context of User Content: (a) the term "Sell" means "to grant a User Content License in exchange for Linden dollars or other consideration in accordance with the Terms of Service," (b) the term "Buy" or "Purchase" means "to receive a User Content License in exchange for Linden dollars or other consideration in accordance with the Terms of Service," and (c) the terms "Buyer," "Seller," "Sale" and "Purchaser" and similar terms have corresponding meanings to their root terms. This includes User Content that may be Bought or Sold on the Second Life Marketplace web site.

### 7.4 You also grant Linden Lab and other users of Second Life a license to use in snapshots and machinima your Content that is displayed In-World in publicly accessible areas of the Service.

You agree that by uploading, publishing, or submitting any Content to or through the Servers for display In-World in any publicly accessible area of the Service, you hereby grant each user of Second Life and Linden Lab a non-exclusive, worldwide, royalty-free, sublicenseable and transferable license to photograph, capture an image of, film, and record a video of the Content, and to use, reproduce, distribute, prepare derivative works of, display, and perform the resulting photograph, image, film, or video in any current or future media as provided in and subject to the restrictions and requirements of our [Snapshot and Machinima Policy](#). The foregoing license is referred to as the "Snapshot and Machinima Content License."

If you do not wish to grant users of Second Life a Snapshot and Machinima Content License, you agree that it is your obligation to avoid displaying or making available your Content to other users. For example, you may use Virtual Land tools to limit or restrict other users' access to your Virtual Land and thus the Content on your Virtual Land.

#### **7.5 You may delete copies of your Content from the Service, and the licenses you have granted for the deleted copies will terminate with certain limitations.**

You may delete copies or instances of your Content that you have displayed In-World or that are in your Account inventory through the normal functionality of the Service, including by emptying the trash folder in your Account inventory. In such event, the licenses granted by you in this Section 7 shall terminate in the manner provided below, but only for those particular copies or instances of Content that you have deleted from the Service.

You acknowledge that this termination will not apply to any other copies or instances of the same Content that you have not specifically deleted from the Service, including without limitation those that may be displayed elsewhere In-World and those that may be in the Account inventories of other users to whom you transferred copies.

You acknowledge that the Snapshot and Machinima Content License granted to Linden Lab and other users with respect to your Content will survive any such termination.

You also acknowledge that the Service Content License granted to Linden Lab with respect to your Content will survive any such termination solely as follows to permit Linden Lab: (i) to retain server copies of particular instances of your Content, including copies stored in connection with back-up, debugging, and testing procedures; and (ii) to enable the exercise of the licenses granted in this Section 7 for any other copies or instances of the same Content that you have not specifically deleted from the Service, including those that may be displayed elsewhere In-World or exist in other users' Account inventories.

#### **7.6 Linden Lab owns Intellectual Property Rights in and to the Service, except all User Content, and in and to the Linden Marks.**

Linden Lab owns Intellectual Property Rights in and to the Service, except all User Content, including the Linden Software, the Websites, the Servers, and the Linden In-World Content, and in and to our trademarks, service marks, trade names, logos, domain names, taglines, and trade dress (collectively, the "Linden Marks"). You understand that such Intellectual Property Rights are apart from any rights you may have in Content you upload, publish or submit to the Service, as discussed above. You acknowledge and agree that Linden Lab and its licensors own all right, title, and interest in and to the Service, including all Intellectual Property Rights therein, other than with respect to User Content.

Use of the Linden Marks in whole or in part, including without limitation "Second Life," "SL," "Linden," and the Eye-in-Hand logo, is subject to the guidelines and terms of any applicable license provided in our [Second Life Brand Center and Trademark Guidelines](#). You understand and agree that without a written license agreement with Linden Lab, we do not authorize you to make any use of the Linden Marks.

Certain of the fonts in the Meta family of copyrighted typefaces are used in Second Life under license from FSI FontShop International. You acknowledge that you may not copy any Meta font that is included in the Viewer and that you may use any such Meta font solely to the extent necessary to use the Linden Software in Second Life and that you will not use such Meta fonts for any other purpose whatsoever.

Except as expressly granted in this Agreement, all rights, title, and interest in and to the Service, except all User Content, and in and to the Linden Marks are reserved by Linden Lab. Copyright, trademark and other laws of the United States and foreign countries protect the Service and the Linden Marks.

#### **7.7 Linden Lab grants you certain licenses to access and use Second Life while you are in full compliance with the Terms of Service.**

Linden Lab hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to access and use the Service as set forth in these Terms of Service and expressly conditioned upon you and each of your Accounts remaining active, in good standing, and in full compliance with these Terms of Service. Additional terms may apply to certain elements of the Service; these terms are available where such separate elements are made available on the Websites. If there is any contradiction between any additional terms and these Terms of Service, then the additional terms shall take precedence only in relation to that particular element of the Service.

Use of the Linden Software is subject to these Terms of Service and the terms of any applicable End User License Agreement (EULA) provided with such software. With respect to the source code for the Viewer and any other Linden Software that has been released by Linden Lab under an open source license, such software source code must be used in accordance with the applicable open source license terms and conditions.

If no EULA is provided with any Linden Software, such software is subject to the license terms set forth in this Section. Linden Lab hereby grants you a nonexclusive, non-transferable, non-sublicensable, revocable, limited license to install and use the object code of the Linden Software on any computer that you own or control. You may not charge any third party for using the Linden Software, and you may not modify, adapt, reverse engineer (except as otherwise permitted by applicable law notwithstanding such limitation), decompile or attempt to discover the source code of the Linden Software, or create any derivative works of the Linden Software, or otherwise use the Linden Software except as expressly provided in this Agreement.

Linden Lab provides access to Linden In-World Content and hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Linden In-World Content solely In-World as permitted through the normal functionality of the Service and under these Terms of Service, except that photographs, images, films, and videos of Linden In-World Content may be used in other areas of and outside the Service as provided in our [Snapshot and Machinima Policy](#). To be clear, and without limiting

the foregoing, you may not use, reproduce, distribute, prepare derivative works of, display or perform any Linden In-World Content, whether modified by you or not, outside the virtual world environment of the Service except as provided in the **Snapshot and Machinima Policy** or as expressly agreed upon in a written agreement with Linden Lab. The foregoing license is referred to as a "Linden In-World Content License."

You acknowledge that when you receive a Linden In-World Content License you do not acquire ownership of any copies of the Content, or transfer of any copyright or other intellectual property rights in the Content.

Any access to or use of the Service through a software client other than the Linden Software that logs into the Servers (referred to as a "Third-Party Viewer") is subject to these Terms of Service and the terms of the **Policy on Third-Party Viewers**. The **Policy on Third-Party Viewers** provides required and prohibited functionality for Third-Party Viewers as well as other terms for those who use, develop, or distribute Third-Party Viewers; however, Linden Lab offers and supports the Service only as offered by Linden Lab and is not obligated to allow access to or use of the Service by any software or means not provided by Linden Lab. You understand and agree that Linden Lab is not responsible or liable for any aspect of the Service that is accessed or experienced using software or other means not provided by Linden Lab.

Any use of the Service, including Content on the Service, other than as specifically authorized in this Agreement, without the prior written permission of Linden Lab, is strictly prohibited and will terminate all licenses granted herein.

## **7.8 You agree to respect the Intellectual Property Rights of other users, Linden Lab, and third parties.**

You agree that you will not upload, publish, or submit to any part of the Service any Content that is protected by Intellectual Property Rights or otherwise subject to proprietary rights, including trade secret or privacy rights, unless you are the owner of such rights or have permission from the rightful owner to upload, publish, or submit the Content and to grant Linden Lab and users of the Service all of the license rights granted in these Terms of Service.

You acknowledge that the Content of the Service is provided or made available to you under license from Linden Lab and independent Content providers, including other users of the Service ("Content Providers"). You acknowledge and agree that except as expressly provided in this Agreement, the Intellectual Property Rights of Linden Lab and other Content Providers in their respective Content are not licensed to you by your mere use of the Service. You must obtain from the applicable Content Providers any necessary license rights in Content that you desire to use or access.

Linden Lab and other Content Providers may use the normal functionality of the Service, including the permissions system and the copy, modify, and transfer settings, to indicate how you may use, reproduce, distribute, prepare derivative works of, display, or perform their respective Content solely In-World. You acknowledge and agree that the permissions system and other functionality of the Service do not grant you any license, consent, or permission to copy, modify, transfer, or use in any manner any Content outside the Service.

You agree that you will not copy, transfer, or distribute outside the Service any Content that contains any Linden In-World Content, in whole or in part or in modified or unmodified form, except as allowed by the **Snapshot and Machinima Policy**, or that infringes or violates any Intellectual Property Rights of Linden Lab, other Content Providers, or any third parties.

Linden Lab reserves the right, but is not obligated to use technological measures designed to prohibit the copying, transfer, or distribution of Content outside the Service when we in good faith believe that such copying, transfer, or distribution would or might violate the Intellectual Property Rights of our users, Linden Lab, or third parties.

You copy and use Content at your own risk. You are solely responsible and liable for your use, reproduction, distribution, modification, display, or performance of any Content in violation of any Intellectual Property Rights. You agree that Linden Lab will have no liability for, and you agree to defend, indemnify, and hold Linden Lab harmless for, any claims, losses or damages arising out of or in connection with your use, reproduction, distribution, modification, display, or performance of any Content.

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## **8. CONDUCT BY USERS OF SECOND LIFE**

### **8.1 You agree to abide by certain rules of conduct, including the Community Standards and other rules prohibiting illegal and other practices that Linden Lab deems harmful.**

You agree to read and comply with the **Community Standards** posted on the applicable areas of the Websites.

### **8.2 You will not post or transmit prohibited Content, including any Content that is illegal, harassing or violates any person's rights.**

You agree that you will not:

- (i) Post, display or transmit Content that violates any law, or the rights of any third party including without limitation Intellectual Property Rights;
- (ii) Impersonate any person or entity without their consent, or otherwise misrepresent your affiliation, or if you are an adult, impersonate a minor for the purpose of interacting with a minor using the Service;
- (iii) Stalk, harass, or engage in any sexual, suggestive, lewd, lascivious, or otherwise inappropriate conduct with minors on the Service;
- (iv) Post, display or transmit any material, object or text that encourages, represents, or facilitates sexual "age play," i.e.,



using child-like avatars in a sexualized manner. You may review our full [Age Play Policy here](#);

Incidents under sections (iii) and (iv) above are grounds for immediate termination. You understand and agree that we may report any and all such incidents -- and any and all of your corresponding personal information -- to any authorities we deem appropriate, whether or not it in and of itself violates the law of your (or any) jurisdiction.

(v) Post, display or transmit Content that is harmful, threatening or harassing, defamatory, libelous, false, inaccurate, misleading, or invades another person's privacy;

(vi) Post, display or transmit Content that is obscene, hateful, or racially, ethnically or otherwise objectionable;

(vii) Operate or profit from a "game of chance" In Second Life. For more information please see our [Gambling Policy](#);

(viii) Operate or profit from a virtual "bank" In Second Life. For more information please see our [Banking Policy](#); or

(ix) Post, display or transmit any Content or conduct or host any activity that is explicitly sexual, intensely violent or otherwise designated as Adult under our [Maturity ratings](#), except as set forth in those ratings.

Any violation by you of the terms of this Section may result in immediate suspension or termination of your Accounts without any refund or other compensation.

### **8.3 You agree that you will not post or transmit Content or code that may be harmful, impede other users' functionality, invade other users' privacy, or surreptitiously or negatively impact any system or network.**

You agree to respect both the integrity of the Service and the privacy of other users. You will not:

(i) Post or transmit viruses, Trojan horses, worms, spyware, time bombs, cancelbots, or other computer programming routines that may harm the Service or interests or rights of other users, or that may harvest or collect any data or personal information about other users without their consent;

(ii) Post or transmit unsolicited or unauthorized advertising, or promotional materials, that are in the nature of "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation that Linden Lab considers to be of such nature;

(iii) Use robots or other automated means to increase traffic to any Virtual Land;

(iv) Engage in malicious or disruptive conduct that impedes or interferes with other users' normal use of the Service;

(v) Attempt to gain unauthorized access to any other user's Account, password, Virtual Land or Content; or

(vi) Violate our [Second Life Mainland Policies](#), each of which is incorporated into this Agreement.

Any violation by you of the terms of this Section may result in immediate suspension or termination of your Accounts without any refund or other compensation.

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## **9. PRIVACY AND YOUR PERSONAL INFORMATION**

We are committed to protecting your privacy and will use your information only as described in our [Privacy Policy](#).

Our Privacy Policy sets forth the conditions under which you provide personal and other information to us. You understand and agree that through your use of the Service you consent to the collection and use of your information in accordance with our Privacy Policy. If you object to your information being used in this way, please do not use the Service.

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## **10. RELEASES, DISCLAIMERS, LIABILITY LIMITS AND INDEMNIFICATION**

### **10.1 Linden Lab is NOT liable for its users' actions, and you release Linden Lab from any claims relating to other users.**

You agree not to hold Linden Lab liable for the Content, actions, or inactions of other users. As a condition of access to the Service, you release Linden Lab (and its officers, directors, shareholders, agents, subsidiaries, and employees) from claims, demands, losses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have or claim to have with one or more users, including whether or not Linden Lab becomes involved in any resolution or attempted resolution of the dispute. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

You agree and understand that Linden Lab does not control and is not responsible for information you provide to parties other than Linden Lab.

### **10.2 Linden Lab provides the Service on an "as is" basis, without express or implied warranties, and all Content, Linden dollars and Virtual Land have no guarantee or warranty of any compensable value.**

LINDEN LAB PROVIDES THE SERVICE, INCLUDING WITHOUT LIMITATION THE LINDEN SOFTWARE, THE WEBSITES, THE SERVERS, THE LINDEN IN-WORLD CONTENT, AND YOUR ACCOUNT, STRICTLY ON AN "AS IS" BASIS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO VALUE, EITHER EXPRESS OR IMPLIED, IS GUARANTEED OR WARRANTED WITH RESPECT TO ANY CONTENT, LINDEN DOLLARS OR VIRTUAL LAND. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN YOUR CONTENT OR ANY EXPENDITURE ON YOUR PART, LINDEN LAB AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON LINDEN LAB'S SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICE ON THIS BASIS.

Linden Lab does not ensure continuous, error-free, secure or virus-free operation of the Service, the Linden Software, the Websites, the Servers, or your Account, and you understand that you shall not be entitled to refunds or other compensation based on Linden Lab's failure to provide any of the foregoing other than as explicitly provided in this Agreement. Some jurisdictions do not allow the disclaimer of implied warranties, and to that extent, the foregoing disclaimer may not apply to you.

### **10.3 Linden Lab's liability to you is expressly limited, to the extent allowable under applicable law.**

IN NO EVENT SHALL LINDEN LAB OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, AGENTS OR LICENSORS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, INCLUDING WITHOUT LIMITATION ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) OUT OF OR IN CONNECTION WITH THE SERVICE (INCLUDING ITS MODIFICATION OR TERMINATION), THE LINDEN SOFTWARE, THE WEBSITES, THE SERVERS, YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT LINDEN LAB MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

IN NO EVENT WILL LINDEN LAB'S CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF (i) ONE HUNDRED DOLLARS (U.S. \$100.00); OR (ii) THE RELEVANT AMOUNT SET FORTH IN SECTION 11 HEREIN, IF APPLICABLE.

Some jurisdictions do not allow the foregoing limitations of liability, so to the extent that any such limitation is found to be impermissible, such limitation may not apply to you.

### **10.4 You agree to indemnify Linden Lab from claims relating to your use of the Service.**

At Linden Lab's request, you agree to defend, indemnify and hold harmless Linden Lab, its officers, directors, shareholders, employees, subsidiaries, and agents from all damages, liabilities, claims and expenses, including without limitation attorneys' fees and costs, arising from: (i) any breach or alleged breach by you of this Agreement, including without limitation your representations and warranties relating to your Content; or (ii) your acts, omissions or use of the Service, including without limitation your negligent, willful or illegal conduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

### **10.5 You are not our employee, and you have no rights to compensation.**

You acknowledge that your participation in the Service, including your creation or uploading of Content in the Service, does not make you a Linden Lab employee and that you do not expect to be, and will not be, compensated by Linden Lab for such activities, and you will make no claim inconsistent with these acknowledgements. In addition, no agency, partnership, joint venture, franchise relationship is intended or created by this Agreement.

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## **11. SUSPENSION AND TERMINATION OF YOUR ACCOUNT**

### **11.1 You may terminate your Accounts at any time.**

You may terminate this Agreement by closing your Accounts at any time for any reason. In such event, Linden Lab shall have no further obligation or liability to you under this Agreement or otherwise, and you shall be entitled to no compensation or other payment, remedy, recourse or refund.

### **11.2 You may terminate your Accounts within thirty days of any Material Change to this Agreement.**

These Terms of Service shall be effective upon the conclusion of the thirty (30) day period described in Section 1 above. If you do not wish to agree and abide by these Terms of Service, you have thirty (30) days to terminate your Accounts as described in Section 11.1 and conclude any outstanding Second Life, LindeX or related transactions. In such event, Linden Lab shall have no further obligation or liability to you under this Agreement or otherwise, and you shall not be entitled to any compensation or other payment, remedy, recourse or refund.

### **11.3 We may suspend or terminate your Accounts for violation of this Agreement. Your rights to any compensation or recourse are limited to those provided herein.**

Linden Lab may suspend or terminate your Account if you violate this Agreement, along with any or all other Accounts held by you or otherwise related to you as determined by Linden Lab, and your violation of this Agreement shall be deemed to apply to all such Accounts. Upon termination of your Accounts, this Agreement between us will be automatically terminated and you may not re-subscribe to Second Life, or return to Second Life through other or future Accounts you or others may set up. In the event of termination by Linden Lab of your Accounts under this Section 11.3, you will be entitled to receive the stated current value of any credit balance held in your Account(s), i.e., amounts you have cashed out on the LindenX, as your exclusive remedy and our sole liability. This does not include any Linden dollar balance held in your Account(s). In order to receive any sums pursuant to this Section 11.3, you must establish and inform us of a verified PayPal account into which we may transfer those sums. We will deduct from any or all of the above sums any outstanding fees or charges due to Linden Lab.

We reserve the right to impose reasonable procedures and restrictions with respect to the above, including without limitation the right to verify your identity and Accounts, to limit transfers to verified PayPal accounts, to impose other anti-fraud measures, and to refuse to process funds we believe are the product of fraud or theft.

#### **11.4 We may suspend or terminate your Account(s) to protect the best interests of Second Life and the Second Life community or if we believe you pose an unacceptable risk to the Second Life community.**

We may suspend or terminate your Account if we determine in our discretion that such action is necessary or advisable to comply with legal requirements or protect the rights or interests of Linden Lab, the Second Life community or any third party.

We may suspend or terminate your Account(s) if we learn, or in good faith believe, that you are a Registered Sex Offender, that accessing Second Life may violate a condition of parole or probation, that you have engaged in or attempted to engage in conduct with minors on the Service that violates this Agreement, or that you for any other reason may pose what we deem to be an unacceptable risk to the Second Life community.

#### **11.5 We may suspend or terminate your Accounts upon a general suspension or discontinuation of the Service.**

If Linden Lab elects to generally suspend or discontinue the Service, in whole or in part, for any reason, Linden Lab may suspend or terminate your Accounts. In such event, except as described in Section 11.3, you will not be entitled to compensation for such suspension or termination, and you acknowledge Linden Lab will have no liability to you in connection with such suspension or termination. You acknowledge and agree that a general suspension or discontinuation of the Service, in whole or in part, for any reason, will not constitute a Material Change requiring advance notice.

#### **11.6 You will lose access to your Account and all licenses, Content, and data upon termination, and you understand this is a risk of participating in the Service.**

Upon termination of your Account, you will no longer be able to access your Account or access (or transfer or direct the transfer to any other Account) any Content or data you have stored on the Servers. All licenses granted by Linden Lab to use the Service, including without limitation any Linden Dollar Licenses and any Virtual Land Licenses will automatically terminate. You acknowledge that you have elected to procure Linden Dollar Licenses or Virtual Land Licenses or any premium account or paid features of the Services notwithstanding the possibility of termination of such license rights under the circumstances set forth in this Agreement.

You should ensure that you have only stored Content on the Servers to which you are willing to permanently lose access. You acknowledge and assume the risk of the possibility of suspension or termination of your Account as provided herein, and you represent that you will make your decisions to participate in the Service, contribute Content, spend your money and dispose of transferable licenses at all times knowingly based upon these risks.

Upon termination, you will remain liable for any unpaid amounts owed by you to Linden Lab and Linden Lab has the right to set off any amounts owed by you or for which you are otherwise liable against any compensation that you may be entitled to under this Section 11.

#### **11.7 Some terms of this Agreement will survive and continue after termination.**

The following terms will survive any termination of this Agreement: Sections 7, 10, 11, 12 and 13.

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## **12. DISPUTE RESOLUTION AND ARBITRATION**

#### **12.1 If a dispute arises between you and Linden Lab regarding a claim for less than \$10,000, either party may resolve it through Arbitration instead of Litigation.**

Our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly.

Thus, for any claim related to this Agreement or our Service, excluding claims for injunctive or other equitable relief, where the total amount sought is less than ten thousand U.S. Dollars (\$10,000.00 USD), either we or you may elect at any point in or during a dispute or proceeding to resolve the claim through binding non-appearance-based arbitration. A party electing arbitration shall initiate it through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## 12.2 The applicable law and venue for any non-arbitrated dispute is California.

You agree that this Agreement and the relationship between you and Linden Lab shall be governed by the laws of the State of California without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods. Further, you and Linden Lab agree to submit to the exclusive jurisdiction and venue of the courts located in the City and County of San Francisco, California, except as provided in Section 12.1 regarding optional arbitration. Notwithstanding this, either party shall still be allowed to apply for injunctive or other equitable relief to protect or enforce that party's Intellectual Property Rights in any court of competent jurisdiction where the other party resides or has its principal place of business.

## 12.3 Improperly Filed Claims are Subject to Attorneys' Fees and Costs.

All claims you bring against Linden Lab must be resolved in accordance with this Dispute Resolution and Arbitration Section. All claims filed or brought contrary to this Dispute Resolution Section shall be considered improperly filed and a breach of these Terms of Service. Should either party file a claim contrary to this Dispute Resolution Section, the other party may recover attorney's fees and costs up to one thousand U.S. Dollars (\$1,000.00 USD), provided that such party seeking such fees has notified the other in writing of the improperly filed Claim, and the other has failed to promptly withdraw the Claim.

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## 13. GENERAL PROVISIONS

### 13.1 Second Life is a United States-based service.

Linden Lab makes no representation that any aspect of the Service is appropriate or available for use outside of the United States. Those who access the Service from other locations are responsible for compliance with applicable local laws. The Linden Software is subject to applicable export laws and restrictions.

### 13.2 You may not assign your Account; we may assign this Agreement.

You may not assign this Agreement or your Account without the prior written consent of Linden Lab. You may not transfer or sublicense any licenses granted by Linden Lab in this Agreement without the prior written consent of Linden Lab, except solely to the extent this Agreement permits transfer of the Linden Dollar Licenses and Virtual Land Licenses. Linden Lab may assign this Agreement, in whole or in part, and all related rights, licenses, benefits and obligations, without restriction, including the right to sublicense any rights and licenses under this Agreement.

### 13.3 This Agreement and the referenced Policies are the entire understanding between us.

This Agreement, including the additional terms and policies referenced in Section 14, sets forth the entire understanding and agreement between you and Linden Lab with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings. This Agreement may not be modified except as provided in Section 1 or by mutual written agreement between you and Linden Lab that is signed by hand (not electronically) by duly authorized representatives of both parties and expressly references amendment of this Agreement.

You acknowledge that no other written, oral or electronic communications will serve to modify or supplement this Agreement, and you agree not to make any claims inconsistent with this understanding or in reliance on communications not part of this Agreement. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. As used in this Agreement, references to a determination made in Linden Lab's discretion means that the determination will be made by Linden Lab in accordance with its good faith business judgment. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

### 13.4 We agree to provide each other with notices in a specified manner.

Linden Lab may give notice to and obtain consent from you by one or more of the following means: through the website at <http://secondlife.com>, through the Second Life Viewer at or after log-in to your Account, by electronic mail to your e-mail address in our records, or by written mail communication to the address on record for your Account. All notices given by you or required under this Agreement shall be faxed to Linden Lab Legal Department at: (415) 243-9045; or mailed to us at: Linden Lab Legal Department, 945 Battery Street, San Francisco, CA 94111.

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## 14. ADDITIONAL TERMS AND POLICIES

The following additional terms and policies are incorporated by reference in and made part of this Agreement, and provide additional terms, conditions and guidelines regarding the Service.

- [Linden Lab Privacy Policy](#)
- [Intellectual Property Policy](#)
- [Second Life Brand Center](#)
- [Second Life Trademark Guidelines](#)
- [Snapshot and Machinima Policy](#)
- [Second Life Fee Schedule](#)
- [Second Life Billing Policy](#)
- [Second Life Marketplace Fee and Listing Policies](#)
- [Community Standards](#)
- [Second Life Mainland Policies](#)

- [Gambling Policy](#)
- [Banking Policy](#)
- [Age Play Policy](#)
- [Maturity Ratings](#)
- [Policy on Third-Party Viewers](#)
- [API Terms of Use](#)
- [Online Safety Guidelines](#)

Any other communications or Content made available by Linden Lab on the Service is not part of this Agreement and should not be relied upon as such, or consulted for contractual purposes, but rather is provided to assist and enhance the user experience in Second Life.

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