

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 LindeX, 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, 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 11.1.

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 Services, 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 attorneys' 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](tel:(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](#)
- [Xstreet SL Billing Policy](#)
- [Community Standards](#)
- [Second Life Mainland Policies](#)
- [Teen Community Standards](#)
- [Gambling Policy](#)
- [Banking Policy](#)
- [Age Play Policy](#)
- [Maturity Ratings](#)
- [Xstreet SL Marketplace Terms](#)
- [Policy on Third-Party Viewers](#)

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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EXHIBIT C



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It's fast, free and easy!

Community Standards

Welcome to the Second Life world!

We hope you'll have a richly rewarding experience, filled with creativity, self-expression and fun.

The goals of the Community Standards are simple: treat each other with respect and without harassment, adhere to local standards as indicated by simulator ratings, and refrain from any hate activity which starts a real-world individual or real-world community. Behavioral Guidelines - The 'Big Six'

Within Second Life, we want to support Residents in shaping their specific experiences and making their own choices.

The Community Standards sets out six behaviors, the 'Big Six', that will result in suspension or, with repeated violations, expulsion from the Second Life Community.

All Second Life Community Standards apply to all areas of Second Life, the Second Life Forums, and the Second Life Website.

1. Intolerance

Combating intolerance is a cornerstone of Second Life's Community Standards. Actions that marginalize, belittle, or defame individuals or groups inhibit the satisfying exchange of ideas and diminish the Second Life community as a whole. The use of derogatory or demeaning language or images in reference to another Resident's race, ethnicity, gender, religion, or sexual orientation is never allowed in Second Life.

2. Harassment

Given the myriad capabilities of Second Life, harassment can take many forms. Communicating or behaving in a manner which is offensively coarse, intimidating or threatening, constitutes unwelcome sexual advances or requests for sexual favors, or is otherwise likely to cause annoyance or alarm is Harassment.

3. Assault

Most areas in Second Life are identified as Safe. Assault in Second Life means: shooting, pushing, or shoving another Resident in a Safe Area (see Global Standards below); creating or using scripted objects which singularly or persistently target another Resident in a manner which prevents their enjoyment of Second Life.

4. Disclosure

Residents are entitled to a reasonable level of privacy with regard to their Second Life experience. Sharing personal information about a fellow Resident—including gender, religion, age, marital status, race, sexual preference, and real-world location beyond what is provided by the Resident in the First Life page of their Resident profile is a violation of that Resident's privacy. Remotely monitoring conversations, posting conversation logs, or sharing conversation logs without consent are all prohibited in Second Life and on the Second Life Forums.

5. Adult Regions, Groups, and Listings

Second Life is an adult community, but "Adult" content, activity and communication are not permitted on the Second Life "mainland." Such material is permitted on private regions, or on the Adult Continent, Zindra. In either case, any Adult content, activity, or communication, that falls under our Adult Maturity Definition must be on regions designated as "Adult," and will be filtered from non-verified accounts. Other regions may be designated as either "Moderate" or "General." For more information on how to designate land, events, groups, and classified listings, please carefully read the "Maturity Definitions."

6. Disturbing the Peace

Every Resident has a right to live their Second Life. Disrupting scheduled events, repeated transmission of undesired advertising content, the use of repetitive sounds, following or self-spawning items, or other objects that intentionally slow server performance or inhibit another Resident's ability to enjoy Second Life are examples of Disturbing the Peace.

Policies and Policing

Global Standards, Local Ratings

All areas of Second Life, including the www.secondlife.com website and the Second Life Forums, adhere to the same Community Standards. Regions within Second Life are noted as Safe or Unsafe and should be designated by the SL account holder as either "Adult," "Moderate" or "General." Resident behavior within each region must conform to the respective local rating.

Warning, Suspension, Banishment

Second Life is a complex society, and it can take some time for new Residents to gain a full understanding of local customs and mores. Generally, violations of the Community Standards will first result in a Warning, followed by Suspension and eventual Banishment from Second Life. In-World Representatives, called Liaisons, may occasionally address disciplinary problems with a temporary removal from Second Life.

Global Attacks

Objects, scripts, or actions which broadly interfere with or disrupt the Second Life community, the Second Life servers or other systems related to Second Life will not be tolerated in any form. We will hold you responsible for any actions you take, or that are taken by objects or scripts that belong to you. Sandboxes are available for testing objects and scripts that have components that may be unmanageable or whose behavior you may not be able to predict. If you chose to use a script that substantially disrupts the operation of Second Life, disciplinary actions will result in a minimum two-week suspension, the possible loss of in-world inventory, and a review of your account for probable expulsion from Second Life.

Alternate Accounts

While Residents may choose to play Second Life with more than one account, specifically or consistently using an alternate

Policies & Guidelines

[Second Life Terms of Service](#)[Xstreet SL Terms of Service](#)[Privacy](#)[Community Standards](#)[BGCs](#)[Brand Center](#)[Trademark Guidelines](#)[Online Safety](#)[Value Added Tax \(VAT\)](#)[Pricing List](#)[Xstreet SL Listing Guidelines](#)[Policy on Third-Party Viewers](#)

account to harass other Residents or violate the Community Standards is not acceptable. Alternate accounts are generally treated as separate from a Resident's principal account, but misuse of alternate accounts can and will result in disciplinary action on the principal account.

Buyer Beware

Linden Lab does not exercise editorial control over the content of Second Life, and will make no specific efforts to review the textures, objects, sounds or other content created within Second Life. Additionally, Linden Lab does not certify or endorse the operation of in-world games, vending machines, or retail locations; refunds must be requested from the owners of these objects.

Reporting Abuse

Residents should report violations of the Community Standards using the Abuse Reporter tool located under the Help menu in the in-world tool bar. We review these abuse reports, and the identity of the reporter is kept strictly confidential.

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EXHIBIT D

Linden Lab Official:Maturity ratings: an overview

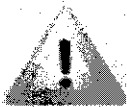
From Second Life Wiki




Second Life Wiki > Knowledge Base > Maturity ratings: an overview



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Have a suggestion to improve this page? **Contact us** (<http://bit.ly/llowufoo>).

 **Important:** Viewer 2 has renamed maturity ratings:

-  **General** (formerly "PG")
-  **Moderate** (formerly "Mature")
-  **Adult**




The definitions for each maturity rating remain the same, so if you're using an older Viewer, keep this in mind. Keep reading for details.

Contents

- 1 What are maturity ratings?
- 2 Why did the maturity ratings names change?
- 3 Is the rating name change another way to separate Adult content?
- 4 Differences between Maturity Ratings
 - 4.1 General
 - 4.2 Moderate
 - 4.3 Adult
- 5 Can I help spread the word?

What are maturity ratings?

Maturity ratings are a way to designate what type of content and behavior is allowed on a region.

There are three maturity ratings in Second Life:  **General**,  **Moderate**, and  **Adult**.

Why did the maturity ratings names change?

Before Viewer 2 (<http://secondlife.com/beta-viewer/>), the maturity ratings were PG, Mature, and Adult.

We needed to change the names to **General**, **Moderate**, and **Adult** for two reasons:

1. **The main grid is 18 and over, so no "parental guidance" is necessary.** "General" is a better reflection of the content type than "PG". We've changed that designation so that it more accurately represents the type of content on those regions — any Resident can go there and the content should be fine for work, school, or home.
2. **Reducing international confusion.** Translating the difference between "Mature" and "Adult" was tricky, especially in

Adult Content help in the Knowledge Base

Viewer 2 has renamed maturity ratings. Learn more.

- **Adult Content controls FAQ**
- **Maturity ratings: an overview**
 - **Setting your maturity preferences**
 - **Maturity ratings and inworld search**
 - **Maturity ratings and media access**
- **What are the different types of Account Verification?**
 - **How to become verified as an adult**
 - **Age Verification FAQ**
 - **Age Verification Parcel and Estate Management Features**
- **Details for landowners on migrating to Zindra**
- **More...**