

Policy: The foregoing license is referred to as the "Snapshot and Machinima Content License."

"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 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-subliceasable, 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-subliceasable, 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 (for users 18 years of age and older, and for users of Teen Second Life, the **Teen Community Standards**).

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;
- (iii) 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. This activity is grounds for immediate termination. You may review our full **Age Play Policy** [here](#). 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;
- (iv) Post, display or transmit Content that is harmful, threatening or harassing, defamatory, libelous, false, inaccurate, misleading, or invades another person's privacy;
- (v) Post, display or transmit Content that is obscene, hateful, or racially, ethnically or otherwise objectionable;
- (vi) Operate or profit from a "game of chance" in Second Life. For more information please see our **Gambling Policy**;
- (vii) Operate or profit from a virtual "bank" in Second Life. For more information please see our **Banking Policy**;
- (viii) Post, display or transmit any Content 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, NON-INFRINGEMENT, 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 11 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 of 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.

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 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 addressee on record for your Account. All notices given by you or required under this Agreement shall be faxed to Linden Lab Legal Department at: [+1 \(415\) 243-9045](tel:+14152439045), 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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