

# FROSENSUM DESIGN END USER LICENCE AGREEMENT (EULA)

## **DEFINITION OF TERMS**

Purchaser - A person who buys or uses products from the Product Provider

Product Provider – Frosensum Design

Third Party - A person other than the original Purchaser or Product Provider

Contract - This End User Licence Agreement

Permissions - The Second Life object permission system

## **ENTRY INTO CONTRACT**

By purchasing or using our products you enter into a contract with the Product Provider. The terms of the contract are described in this

End User Licence Agreement (EULA).

All products should be considered 'User Licensed'. The terms of the user license are described in this End User Licence Agreement (EULA).

This overrides the default Second Life permissions system.

This applies to all products from the Product Provider past and present; it is the responsibility of the Purchaser to read this agreement if purchasing or using our products.

## **PRIVACY OF CONTRACT**

Privacy of contract exists between the Purchaser and the Product Provider.

If the Purchaser sells on products to a Third Party the contract remains between the original Purchaser and the Product Provider. No

agreement exists between any Third Party and the Product Provider, regardless of the permissions settings of the product. In this sense

we are limited by unresolved limitations in the Second Life permission system that may lead to confusion.

The Product Provider reserves the right to withdraw products from any Third Party at any time.

Responsibility for mis-selling will apply to

the person who sold on the item to the Third Party, not the Product Provider.

## **INTELLECTUAL PROPERTY**

The Product Provider retains all intellectual property rights associated with products sold. The Purchaser is granted a licence for

personal use of the products delivered by the Product Provider.

The Product Provider does not grant permission for products or component parts of products to be used in new products by the Purchaser or any Third Party.

The Product Provider does not grant permission for designs to be forged or otherwise copied.

## **REFUNDS/RETURNS**

No refunds are granted for any products provided by the Product Provider.

No refunds will be made due to circumstances which are the result of server downtime, hacking or changes made by the proprietor of

Second Life or other circumstances unreasonably beyond the control of the Product Provider.

No refunds will be made in particular as the result of unreasonable behaviour or lack of competence by the Purchaser. For example, by deleting no copy objects from their inventory.

As a principle we will always try to be fair in our dealings with customers. The Product Provider reserves the right to grant a refund to the

Purchaser in any circumstances where the Product Provider deems it appropriate in the absolute discretion of the Product Provider.