

SECONDADS END USER LICENCE AGREEMENT (EULA)

As a customer you should feel assured that we will always try to be fair with how we manage the service that we provide.

However, we also need to protect our intellectual property as well as our service from unscrupulous attacks that would aim to deny everyone of their enjoyment. It also falls on us to manage our ongoing service through updates and other changes. This End User License Agreement (EULA) lays out your rights as a customer, as well as the rights that SecondAds require to properly manage its services.

DEFINITION OF TERMS

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

Service Provider - SecondAds

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

Contract - This End User Licence Agreement

Permissions - The Second Life object permission system

Terms of Service - The Service Provider's rules and regulations for service governance

ENTRY INTO CONTRACT

By purchasing or using our products you enter into a contract with the Service 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 Service Provider past and present; it is the responsibility of Purchaser to read this agreement if purchasing or using our products.

PRIVACY OF CONTRACT

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

If the Purchaser sells on products to a Third Party the contract remains between the original Purchaser and the Service Provider. No agreement exists between any Third Party and the Service 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 Service Provider reserves the right to withdraw services 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 Service Provider.

INTELLECTUAL PROPERTY

The Service Provider retains all intellectual property rights associated with products sold. The Purchaser is granted a licence to receive and use services delivered by the Service Provider for the product purchased.

CONDITIONS OF CONTRACT

The Service Provider will provide a service to the Purchaser as described in the product information. This service may be interrupted by server downtime and other unexpected events.

The Purchaser agrees to abide by Service Provider's Terms of Service. The Terms of Service may be changed at any time and will apply to all products. This enables the Service Provider to properly manage the service.

The Service Provider reserves the right to update any product or the behaviour of an existing product at any time. Existing products may become unusable until an update is obtained. Free updates will be provided to all existing products at the absolute discretion of the Service Provider. This enables the Service Provider to provide an improved and continuous service and to retire outdated or insecure versions.

REFUNDS/RETURNS

No refunds are granted for any products provided by the Service 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 Service 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 Service Provider reserves the right to grant a refund to the Purchaser in any circumstances where the Service Provider deems it appropriate in the absolute discretion of the Service Provider.

TERMINATION

The Service Provider reserves the right to terminate the provision of all services and products in cases where the Purchaser fails to abide by the Service Provider's Terms of Service. For example, for cheating or abusing other Purchasers. The Service Provider has a right to enforce fair use by the Purchaser.

Upon termination of provision of services or products the Service Provider reserves the right to delete all data associated with the Purchaser in question. This may result in seizure of funds held in trust and the deactivation of products held by the Purchaser.

The provision of all products and services will be terminated immediately if the Service Provider ceases to operate in Second Life. However, SecondAds has operated in Second Life for a considerable period of time, so this should not be counted as a significant risk when purchasing any of our products.