

TERMS OF SERVICE

This agreement (the "Agreement" or the "Terms of Service") describes the terms on which EG Research, Inc. and its wholly-owned subsidiaries ("Ellison Gibson") offer you access to its interactive entertainment products and services. The "Service" means all features, applications, content and downloads offered by Ellison Gibson, including its Websites, Servers, EG Software, EG Content, and User Content as those terms are defined below. 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, all of which are hereby incorporated into this Agreement.

By using the Service, you agree to and accept these Terms of Service, including all policies and terms linked to or otherwise referenced herein. If you do not so agree, you should decline this Agreement, in which case you are prohibited from accessing or using the Service.

TABLE OF CONTENTS

This Agreement includes both the terms above and the following 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.

- Online Service
- Content Licenses and Intellectual Property Rights
- Eligibility to Use the Service
- Account Registration and Billing
- Termination of Your Account
- Conduct by Users of the Service
- Infringement Notifications
- Privacy and your Personal Information
- Releases, Disclaimers, Liability Limits and Indemnification
- Dispute Resolution and Arbitration
- Waiver of Liability
- General Provisions
- Related Policies
- 1. ONLINE SERVICE

1.1 Defined Terms

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

"Content" means any works of authorship, creative works, graphics, images, textures, photos, logos, video, audio, text, 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.

"Inworld" means within a three-dimensional virtual world environment (such as within The Interface).

"EG Content" is the Content provided to you in connection with the Service, including, but not limited to Content we created or licensed from third parties subject to the license set forth herein.

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

"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 Service.

"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 Ellison Gibson and any related entity or successor domains from which Ellison Gibson may offer the Service.

1.2 The Service exists only as long as and in the form that we may provide the Service, and all aspects of the Service, including your User Content, are subject to change or elimination.

Ellison Gibson has the right to change, limit access to, and/or eliminate any aspect(s), feature(s) or functionality of the Service (including your User Content) as it sees fit at any time without notice, and Ellison Gibson makes no commitment, express or implied, to maintain or continue, or to permit open access to, 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.

Ellison Gibson may, but will not have the obligation to, display, maintain, or otherwise make use of, any of your User Content, and Ellison Gibson may, in its sole discretion, modify, delete, or otherwise make use of User Content without notice or any liability to you or any third party. Ellison Gibson reserves the right to treat User Content on the Service as content stored at the direction of users for which Ellison Gibson will not exercise control except to block or remove content that comes to Ellison Gibson's attention and is offensive, obscene, abusive, illegal or otherwise objectionable to Ellison Gibson, or to enforce the rights of third parties or the content restrictions set forth below (in Section 7), when notice of their violation comes to Ellison Gibson's attention. Such User Content submitted by you or others need not, however, be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User Content on the Service.

1.3 Your User Content is not confidential; You represent that your Content is original to you (and/or your minor child).

Ellison Gibson may now or in the future offer users of the Service the opportunity to display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the

Service (collectively, “submit”) User Content. We may do this through forums, blogs, message boards, social networking environments, social communities, e-mail and other functionality. Subject to the rights and license you grant in this Agreement, you retain whatever legally cognizable right, title and interest that you have in your User Content.

Each time you submit any User Content, you represent and warrant that you are at least the age of majority in the state in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Content you submit, and that, as to that User Content, (a) you are the sole author and owner of the intellectual property and other rights to the User Content, or you have a lawful right to submit the User Content and grant Ellison Gibson the rights to it that you are granting by this Agreement and any Additional Terms (as defined in Section 2.2 below), all without any Ellison Gibson obligation to obtain consent of any third party and without creating any obligation or liability of Ellison Gibson; (b) the User Content is accurate; (c) the User Content does not and, as to Ellison Gibson’s permitted uses and exploitation set forth in this Agreement, will not infringe any intellectual property or other right of any third party; and (d) the User Content will not violate this Agreement or any Additional Terms, or cause injury or harm to any person.

Please remember that the Service is a public forum and User Content that you submit will be accessible to and viewable by other users. Except as may be required to register and/or maintain your Account, do not submit personally identifiable information (e.g. first and last name together, password, phone number, address, credit or debit card number, medical information, e-mail address, or other contact information) on the Service.

Except as otherwise described in our Privacy Policy or any Additional Terms we provide to you, you agree that (i) your User Content will be treated as non-confidential and non-proprietary and will not be returned, and (ii) Ellison Gibson does not assume any obligation of any kind to you or any third party with respect to your User Content. Upon Ellison Gibson’s request, you will furnish us with any documentation necessary to substantiate these rights and verify your compliance with this Agreement or any Additional Terms.

1.4 Ellison Gibson is a service provider and is not responsible or liable for the Content, conduct, or services of users or third parties.

You understand that Ellison Gibson is a service provider that enables its users to interact online and display and communicate information and Content chosen by those users. Ellison Gibson 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 Ellison Gibson 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 Ellison Gibson 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 of User Content are entirely at your own risk. Ellison Gibson has no obligation to become involved in any dispute that you may have or claim to have with one or more users of the Service, or in any manner in any resolution thereof.

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 Ellison Gibson. You agree that Ellison Gibson 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.

1.5 The Service 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.

Ellison Gibson may on occasion need to interrupt the Service with or without prior notice. You agree that Ellison Gibson 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 Ellison Gibson's billing policies, posted on applicable areas of the Service and/or Website(s), 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. Ellison Gibson 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. Ellison Gibson 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.

[Return to top](#)

2. CONTENT LICENSES AND INTELLECTUAL PROPERTY RIGHTS

2.1 Ellison Gibson owns Intellectual Property Rights in the Service and the EG Marks.

Ellison Gibson owns Intellectual Property Rights in and to the Service, including but not limited to the EG Content, EG Software, the Servers, and the Websites related thereto, and in and to our trademarks, service marks, trade names, logos, domain names, taglines and trade dress (collectively, the "EG Marks"). You acknowledge and agree that Ellison Gibson 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.

You understand and agree that without a written license agreement with Ellison Gibson, we do not authorize you to make any use of the EG Marks, including but not limited to "EG," or "Ellison Gibson". Use of the EG Marks in whole or in part, including without limitation "The Interface," "SL," "EG," and the Eye-in-Hand logo, is subject to the guidelines and terms of any applicable license provided in our Trademark Guidelines and The Interface Brand Center.

Except as expressly granted in this Agreement, all rights, title and interest in and to the Service, and in and to the EG Marks are reserved by Ellison Gibson. Copyright, trademark and other laws of the United States and foreign countries protect the Service and the EG Marks.

2.2 Ellison Gibson grants you certain licenses to access and use the Service while you are in compliance with the Terms of Service; Additional terms may apply.

Ellison Gibson hereby grants you a non-exclusive, non-transferable, non-sublicenseable, limited, personal, revocable license to access and use the Service on a personal computer, mobile phone or other wireless or internet-enabled device (each an "Internet Device") 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 compliance with these Terms of Service. Additional terms may apply to certain elements of the Service ("Additional Terms"); 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. For examples of such Additional Terms, please see Section 12 below.

Ellison Gibson provides access to EG Inworld 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 EG Inworld Content solely Inworld as permitted through the normal functionality of the Service and under these Terms of Service, except that photographs, images, films, and videos of EG Inworld 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 EG Inworld 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 Ellison Gibson. The foregoing license is referred to as a "EG Inworld Content License." You acknowledge that when you receive a EG Inworld 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.

Use of the EG Software is subject to these Terms of Service and the terms of any applicable End User License Agreement ("EULA") provided with such software. If no EULA is provided with certain EG Software, such software is subject to the license terms set forth in this Section. Ellison Gibson hereby grants you a nonexclusive, non-transferable, non-sublicensable, limited, personal and revocable license to install and use the object code of the EG Software on any Internet Device that you own or control. You may not charge any third party for using the EG 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 EG Software, or create any derivative works of the EG Software, or otherwise use the EG Software except as expressly provided in this Agreement.

With respect to the source code for certain EG Software that has been released by Ellison Gibson under an open source license (such as the The Interface Viewer), such software code must be used in accordance with the applicable open source license terms and conditions.

2.3 You grant Ellison Gibson certain licenses to your User Content.

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 Ellison Gibson 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 Ellison Gibson and users of The Interface 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 Ellison Gibson cannot do so on your behalf.

Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration or remuneration for any of the rights granted in this Section.

Except as otherwise described in any Additional Terms (such as a contest's official rules) which will govern the submission of your User Content, you hereby grant to Ellison Gibson, and you agree to grant to Ellison Gibson, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, modify, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and sell, re-sell or sublicense (through multiple levels)(with respect to The Interface, Inworld or otherwise on the Service as permitted by you through your interactions with the Service), and otherwise exploit in any manner whatsoever, all or any portion of your User Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any media, software, formula, or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You agree that the license includes the right to copy, analyze and use any of your Content as Ellison Gibson 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 2.3 is referred to as the "Service Content License."

Ellison Gibson has no obligation to monitor or enforce your intellectual property rights to your User Content, but you grant us the right to protect and enforce our rights to your User Content, including by bringing and controlling actions in your name and on your behalf (at Ellison Gibson's cost and expense, to which you hereby consent and irrevocably appoint Ellison Gibson as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

2.4 You grant certain Content licenses to other users 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 other users of that aspect of the Service 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 Inworld 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 that aspect of the Service.

With respect to The Interface, the User Content License does not apply to content that is located on an island or region that is not publicly accessible. If you do not wish to grant users of The Interface a User Content License, you agree that it is your obligation to avoid displaying or making available your Content to other users. For example, an island or estate holder may use Virtual Land tools to limit or restrict other users' access to the Virtual Land and thus the Content on the Virtual Land.

Your interactions with the Service may include use of the The Interface 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 Inworld 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.

2.5 You also grant Ellison Gibson and other users of the Service 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 Inworld in any publicly accessible area of the Service, you hereby grant other users 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."

2.6 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.

Where permitted, you may delete copies or instances of your Content that you have displayed Inworld or that are in your Account inventory through the normal functionality of the Service, including by emptying the trash folder in your Account inventory (such as in The Interface). In such event, the licenses granted by you in this Section 2 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 Inworld 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 Ellison Gibson and other users with respect to your Content will survive any such termination.

You also acknowledge that the Service Content License granted to Ellison Gibson with respect to your Content will survive any such termination solely as follows to permit Ellison Gibson: (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 2 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 Inworld or exist in other users' Account inventories.

2.7 You agree to respect the Intellectual Property Rights of other users, Ellison Gibson, and third parties.

You agree that you will not 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 Ellison Gibson 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 Ellison Gibson 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 Ellison Gibson 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.

Ellison Gibson 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 Inworld. 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 EG Inworld 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 Ellison Gibson, other Content Providers, or any third parties.

Any access to or use of The Interface through a software client other than the EG 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, Ellison Gibson offers and supports The Interface only as offered by Ellison Gibson and is not obligated to allow access to or use of The Interface by any software or means not provided by Ellison Gibson. You understand and agree that Ellison Gibson is not responsible or liable for any aspect of the Service that is accessed or experienced using software or other means not provided by Ellison Gibson.

Certain of the fonts in the Meta family of copyrighted typefaces are used in The Interface 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 EG Software in The Interface and that you will not use such Meta fonts for any other purpose whatsoever.

Ellison Gibson 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, Ellison Gibson, 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 Ellison Gibson will have no liability for, and you agree to defend, indemnify, and hold Ellison Gibson 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.

[Return to top](#)

3. ELIGIBILITY TO USE THE SERVICE

3.1 Age Requirements for the Service.

By accepting this Agreement, you represent that you are at least eighteen (18) years of age and you have the legal authority to enter into this Agreement. If you are at least thirteen (13) years of age and less than eighteen (18) years of age, then your parent or legal guardian must read and accept this Agreement, your use of the Service, participating in the Service, and providing any personal information in connection with the Service on your behalf.

3.2 Age Requirements for Use of Areas of the Service.

Over 19 Users. If you are at least nineteen (19) years of age (and the legal age of majority in your jurisdiction, if greater), then you may access certain areas of The Interface, in accordance with our Skill Gaming Policy.

Over 18 Users. If you are at least eighteen (18) years of age (or the legal age of majority in your jurisdiction, if greater), then you may use any public area of the Service and, with respect to The Interface, in accordance with our Maturity Ratings.

Under 18 Users. If you are less than eighteen (18) years of age (or the legal age of majority in your jurisdiction, if greater), then you may access the General area of the Service in accordance with our Maturity Guidelines.

Under 13 Users. Certain limited aspects of the Service (for instance, Ellison Gibson's Blocksworld application) may be directed toward children under the age of thirteen (13) (or such age as determined by local law; in the following, the age thirteen (13) is used for ease of reference). When a child under the age of thirteen (13) contacts Ellison Gibson, for example to participate in a contest or to ask a question, we may collect that child's email address and the email address of the child's parent or guardian. We will use the child's e-mail address only for the purpose for which it was collected, and we will use the e-mail address of the parent(s) or guardian(s) only to provide notification about the child's contact with us, and to provide notification of the types and uses of personal data collected, if and as required by law.

As a parent or guardian of a child under the age of thirteen (13) from whom we have collected personal data, you have the right to review and request deletion of such personal data, and to refuse to permit further collection or use of such personal data. To do so, please contact us at privacy@EGlab.com. Parents and guardians who wish to review personal data concerning their child(ren) will be required to specify the usernames and passwords of the child(ren) concerned, and to provide their own e-mail address for verification and contact purposes.

We cannot and will not establish conditions that will require or encourage children to disclose personal data over and above what is reasonably necessary to participate in any activity features on our web sites.

Children under thirteen (13) years of age are allowed to participate in contests. However, if such a child wins, notification will be sent to the parent or guardian's e-mail address (provided by the child when he/she enters the contest). Also, we will not ask the child for any personal data beyond e-mail addresses without obtaining prior parental consent. Any personal data obtained from children and parents during contests will be kept until the contest ends and prizes are delivered, and then it will be deleted.

If any online activity offered by us will allow children under the age of thirteen (13) to reveal personal data publicly (for example via un-moderated forums), we will obtain parental consent before allowing the child to participate.

3.3 The Interface Age and/or Location Verification for Moderate, Adult Only, and Skill Gaming.

In order to access The Interface regions or listings designated as "Moderate" or "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 eighteen (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 Moderate and/or Adult Only The Interface, you will submit to account verification as required by EG, and provide only true and accurate identification documentation to Ellison Gibson 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 Moderate and/or Adult only within regions designated as Moderate and/or Adult.

In order to access The Interface regions listed as a "Skill Gaming Region" (which may include Content such as games of skill that permit payment in EG Dollars to participate and provide a payout in EG Dollars ("Skill Gaming," as further described in the Skill Gaming Policy)), you affirm that you (i) are at least nineteen (19) years of age, or the age of legal majority where you reside if that jurisdiction has an older age of majority; and (ii) reside in, and are accessing a Skill Gaming Region from a jurisdiction in which participation in Skill Gaming is legally authorized. You further agree that as a condition to accessing a Skill Gaming Region, you will submit to account verification as required by Ellison Gibson and provide only true and accurate identification documentation to EG or its third party service providers to verify age and location. You further acknowledge that you will comply with our Skill Gaming Policy, and conduct any activities we have defined as Skill Gaming only within regions designated as a Skill Gaming Region.

Gaming that qualifies as gambling that is prohibited or requires a governmental license or other approval under any applicable United States or international law is always prohibited under these Terms of Service.

3.4 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 an organization which sponsors affiliated accounts, you represent that (i) you will keep all content in the area General, as defined in our Maturity Ratings, (ii) you are solely responsible for all content and activities that take place within your estate on the Service, and (iii) you will comply with such guidelines as The Interface may issue from time to time with respect to any affiliated account program.

3.5 Other Eligibility Requirements for Use of the Service.

You may not use the Service (i) if you have been terminated from the Service by Ellison Gibson (including, for avoidance of doubt, if any Account of yours has been terminated); or (ii) at any time if you are a person barred from receiving the Service under applicable law.

[Return to top](#)

4. ACCOUNT REGISTRATION AND BILLING

4.1 You must establish an account to use certain aspects of the Service, using true and accurate registration information.

Except for certain EG Software or portions of the Websites which Ellison Gibson allows users to access without registration, you must establish an Account with Ellison Gibson to use the Service. 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 Ellison Gibson 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 this Terms of Service. Access to the Service through third parties may be available or discontinued at the discretion of Ellison Gibson. You acknowledge that Ellison Gibson is not liable for the acts or omissions of such third parties, which are not the partner or representative of Ellison Gibson or endorsed or controlled by Ellison Gibson.

Depending upon your age, registration may require parental consent. The Service's practices governing any resulting collection and use of your personal information are disclosed in our Privacy Policy. Your decision to provide this information is purely voluntary and optional; however, if you elect not to provide it, then you may not be able to access certain Content or participate in certain features of the Service.

You may not sell, transfer or assign your Account or its contractual rights, licenses and obligations, to any third party (including, for the avoidance of doubt, permitting another individual to access your Account) without the prior written consent of Ellison Gibson.

4.2 You agree to use an Account Name for the Service that is not misleading, offensive or infringing. You are responsible for activities related to your Account Name, and for keeping your password for your Account(s) secure.

You must choose an account name to identify yourself to Ellison Gibson staff in connection with your Account (your "Account Name") which may 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 Ellison Gibson 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 Ellison Gibson determines in its sole discretion to be vulgar, offensive, or otherwise inappropriate. Ellison Gibson reserves the right to delete or change any Account Name that violates this paragraph, and will have no liability regarding the use, modification, or deletion of any Account Name.

You are solely responsible for all activities conducted through your Account whether or not you authorize the activity (except to the extent that activities occur because someone gains access to our system without using your identifiers and password). 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 terminate your Account (or Accounts) as described in Section 5.

You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Internet Device. You are solely 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. You will immediately notify us of any unauthorized use of your Account, password or username, or any other breach of security related to the Service. 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.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

4.3 If you choose to use paid aspects of the Service, you agree to the posted pricing and billing policies on the Websites or through the Service.

Certain aspects of the Service (including subscription to a premium Account or usage of virtual environments known as "Virtual Land" in The Interface) are provided for a fee or other charge. Should you elect to use paid aspects of the Service, you agree to the pricing, payment and billing policies posted on the Website(s) and/or application(s) related to such fees and charges, plus VAT or other taxes as applicable. Upon your acceptance of these terms and submission of your order, you hereby agree that we have the right to automatically charge your credit card or debit your account (or other payment method) for the applicable fees or charges, plus any applicable taxes that we are required to collect, and you authorize us to do so. Thereafter, if you have purchased or redeemed a subscription-based product or service, each time your subscription comes up for renewal, we have the right to charge your credit card or debit your account the then-current renewal rate plus any applicable taxes we are required to collect, and you authorize us to do so. Any prices posted in US Dollar or non-US Dollar currencies by Ellison Gibson on the Service do not include any applicable sales tax, unless specifically noted that it is tax inclusive.

Ellison Gibson reserves the right, upon reasonable notice, to: (i) charge for access to some or all of the Service, charge for access to premium functionality or Content on some or all of the Website, or require a free subscription or account registration to access some or all of the Service (“Usage Subscriptions”); (ii) change terms and conditions for the Service or portions thereof; and (iii) restrict access to the Service or portions thereof, in whole or in part, based on any lawful eligibility requirements Ellison Gibson may elect to impose (e.g. geographic or demographic limitations). You are responsible for obtaining and maintaining, at your sole cost, all Internet Devices and other equipment and software, and services necessary for you to access and use the Service.

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 Ellison Gibson continue to be valid and sufficient for such purposes. Without limiting any other rights or remedies of Ellison Gibson, Ellison Gibson may exercise its termination rights as provided in Section 5 in the event of any payment delinquency.

Ellison Gibson may offer you the opportunity to purchase or use virtual credits, points, tokens, services, or items (“Virtual Goods and Services”). Ellison Gibson may modify, revalue, or make the Virtual Goods and Services more or less common, valuable, effective, or functional. Virtual credits, points, or tokens (“Virtual Tender”) in your Account that was purchased with real money may be redeemed before Virtual Tender in your Account that was not purchased (i.e. it was earned through experiential play), no matter when that Virtual Tender was acquired. Except as set forth in any Additional Terms (such as any refund policies that may apply to a subscription service) or above with respect to Usage Subscriptions, if Ellison Gibson modifies, suspends or terminates any Usage Subscription or Virtual Goods and Services, then you will forfeit the modified, suspended, or terminated Usage Subscription or Virtual Goods and Services. Likewise, except as set forth above, in any Additional Terms, or as required by applicable law, Ellison Gibson is not responsible for repairing or replacing your EG Dollars, Usage Subscription, Virtual Land, Virtual Tender, or Virtual Goods and Services, or providing you with any credit or refund or any other sum, in the event of: (a) Ellison Gibson’s change, suspension or termination of any EG Dollars, Usage Subscription, Virtual Land, Virtual Tender, or Virtual Goods and Services; or (b) for loss or damage due to Website or Server error, or any other reason.

Ellison Gibson reserves the right to terminate Usage Subscriptions and/or Virtual Goods and Services for cause immediately at its sole discretion without advance notice or liability. In such event you will not be entitled to a pro-rata refund or credit.

4.4 Ellison Gibson does not accept returns or provide refunds of any amounts paid for products or services purchased from Ellison Gibson.

Except as set forth above or in any Additional Terms, purchases of EG Content (including but not limited to Usage Subscriptions, Virtual Tender, EG Dollars, and/or Virtual Goods and Services) are final, non-refundable, have no monetary value (i.e. are not a cash account or equivalent) and are purchases of only a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to use, even if they come with a durational term (e.g. a monthly subscription). Notwithstanding any agreement by Ellison Gibson to provide a discretionary pro-rata refund or credit in certain circumstances, you have no property, proprietary, intellectual property, ownership, economic, or monetary interest in your Account, EG Dollars, User Content, Usage Subscriptions, Virtual Tender or Virtual Goods and Services,

which remain the exclusive property of Ellison Gibson (subject only to the limited license set forth in Section 2 above, this Agreement or any Additional Terms).

4.5 "EG Dollars" are virtual tokens that we license. Each EG Dollar is a virtual token representing contractual permission from Ellison Gibson to access features of the Service. EG Dollars are available for Purchase or distribution at Ellison Gibson's discretion, and are not redeemable for monetary value from Ellison Gibson.

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

When you acquire a EG Dollar, Ellison Gibson hereby grants you a limited license ("EG Dollar License") to use the EG Dollar as a virtual token to be held, bartered, traded and/or transferred Inworld with other users (and/or Ellison Gibson), in exchange for permission to access and use Content, applications, services, and various user-created features, in accordance with these Terms of Service. The EG 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 Ellison Gibson, the EG 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. Ellison Gibson may revoke the EG Dollar License at any time without notice, refund or compensation in the event that: (i) the EG Dollar program is suspended or discontinued; (ii) Ellison Gibson determines that fraud or other illegal conduct is associated with the holder's Account; (iii) Ellison Gibson imposes an expiration date on usage of EG 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 EG Dollars are not real currency or any type of financial instrument and are not redeemable for any sum of money from Ellison Gibson at any time. You agree that Ellison Gibson has the right to manage, regulate, control, and/or modify the license rights underlying such EG Dollars as it sees fit and that Ellison Gibson will have no liability to you based on its exercise of this right. Ellison Gibson makes no guarantee as to the nature, quality or value of the features of the Service that will be accessible through the use of EG Dollars, or the availability or supply of EG Dollars.

4.6 Certain Ellison Gibson products (such as The Interface) may offer a EG Dollar exchange, called the LindeX exchange, for the trading of EG Dollars, which uses the terms "Buy" and "Sell" to indicate the transfer of EG Dollar Licenses.

The Service includes a component called the "LindeX exchange" or the "LindeX," which refers to an aspect of the Service through which Ellison Gibson permits transactions in which users may exchange their EG Dollars with each other. The Service may include other, similar EG Dollar exchange methods, including the The Interface Marketplace "Currency Exchange" (to the extent we make that method available), or sites (collectively known as the "LindeX" or "LindeX exchange"). You acknowledge that the LindeX exchange has been created to enable users of our products 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 EG Dollar transfers: (a) the term "Sell" means "to transfer for consideration to another user their EG Dollars in accordance with the Terms of Service," (b) the term "Buy" or "Purchase" means "to receive for consideration from another user their EG 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 Ellison Gibson to list EG 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 Ellison Gibson to match open Sale listings with a requested Purchase price and facilitate completion of the Sale of EG Dollars.

You acknowledge that Ellison Gibson may deny any Sell Order or Buy Order individually or with respect to general volume, price or other limitations set by Ellison Gibson. Ellison Gibson 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.

4.7 EG Dollars may not be exchanged outside of the LindeX exchange.

Any purchase of EG Dollars from anywhere other than the LindeX is not permitted and is considered a violation of these Terms of Service which may result in suspension or termination of your Account.

4.8 "Virtual Land" is Inworld space that we license.

The Service related to The Interface includes a component of Inworld virtual space that is stored on our Servers and made available in the form of virtual units ("Virtual Land"). Virtual Land is the graphical representation of three-dimensional virtual world space. Ellison Gibson 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, Ellison Gibson 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 Ellison Gibson, in accordance with these Terms of Service and any other applicable policies, including the The Interface 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. Ellison Gibson may revoke the Virtual Land License at any time without notice, refund or compensation in the event that: (i) Ellison Gibson determines that fraud, illegal conduct or any other violations of these Terms of Service or other The Interface 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 Ellison Gibson. 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 EG Dollar License. You agree that Ellison Gibson has the right to manage, regulate, control, modify and/or eliminate such Virtual Land as it sees fit and that Ellison Gibson shall have no liability to you based on its exercise of such right. Ellison Gibson 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.

[Return to top](#)

5. TERMINATION OF YOUR ACCOUNT

5.1 You may terminate your Account(s) at any time.

You may terminate this Agreement by closing your Account(s) at any time for any reason. In such event, Ellison Gibson 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.

5.2 We may terminate your Accounts for violation of this Agreement.

Ellison Gibson 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 Ellison Gibson in its discretion, 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 or return to the Service through other or future Accounts you or others may set up.

5.3 We may terminate your Account(s) to protect the best interests of the Service and the community or if we believe you pose an unacceptable risk to the community.

We may 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 Ellison Gibson, the Service community or any third party.

We may terminate your Account(s) if we learn, or in good faith believe, that you are a registered sex offender, that accessing the Service 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 Service community.

5.4 We may terminate your Accounts upon a general suspension or discontinuation of the Service.

If Ellison Gibson elects to generally suspend or discontinue the Service, in whole or in part, for any reason, Ellison Gibson may terminate your Accounts. In such event, you will not be entitled to compensation for such suspension or termination, and you acknowledge that Ellison Gibson will have no liability to you in connection with such suspension or termination.

5.5 Upon Account termination, you will lose access to your Account and all licenses, Content, and data, 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 Ellison Gibson to use the Service, including without limitation any EG Dollar Licenses will automatically terminate. You acknowledge that you have elected to procure EG Dollar 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 termination of your Account as provided in this Agreement, 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 Ellison Gibson.

5.6 Some terms of this Agreement will survive and continue after termination.

The provisions of this Agreement and any Additional Terms which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Ellison Gibson in this Agreement, as well as to the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action and mandatory arbitration.

[Return to top](#)

6. CONDUCT BY USERS OF THE SERVICE

You agree to abide by certain rules of conduct, including any applicable community standards for the portion of the Service you are using) and other rules prohibiting illegal and other practices that Ellison Gibson deems harmful.

You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but not the obligation, to monitor or become involved in disputes between you and other users.

Exercise common sense and your best judgment in your interactions with others (e.g. when you submit any personal or other information) and in all of your other online activities.

6.1 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. We reserve the right to request at any time proof of permissions in a form acceptable to us. Failure to provide such proof may lead to, among other things, removal of such Content from the Service;

(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 Content (including any communication(s) with employees of Ellison Gibson) 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; or

(vi) Post, display or transmit any Content or conduct or host any activity that is sexually explicit, or intensely violent.

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

6.2 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 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 Ellison Gibson considers to be of such nature;

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

(iv) Use any cheats, mods, hacks, or any other unauthorized techniques or unauthorized third-party software to cheat in any competition or game that may be offered on the Service, or to otherwise disrupt or modify the Service or the experience of any users on the Service; or

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

6.3 Additional rules of conduct apply to users of The Interface:

In addition to the rules set forth in Sections 6.1 and 6.2 above, you agree that you will not:

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

(ii) Operate or profit from a "game of chance". For more information please see our Skill Gaming Policy;

(iii) Operate or profit from a virtual "bank" In The Interface. For more information please see our Banking Policy;

(iv) 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.

(v) Violate our The Interface Mainland Policies, each of which is incorporated into this Agreement;

(vi) Violate our Maturity Guidelines. A region designated General is not allowed to advertise or make available content or activity that is sexually explicit, violent, or depicts nudity;

(vii) If you are an adult, impersonate a minor for the purpose of interacting with a minor using the Service, or stalk, harass, or engage in any sexual, suggestive, lewd, lascivious, or otherwise inappropriate conduct with minors on the Service, or attempt to contact or meet with such minor outside the Service, including without limitation electronically or physically, if you have reason to know or The Interface concludes that you should have known you were interacting with a minor on the Service, or otherwise engage in any conduct that violates our Teen Safety Guidelines;

(viii) 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; or

(ix) Use "[slgaming]" as a prefix in the root object name field of any Inworld Content, unless otherwise approved by Ellison Gibson.

Return to top

7. INFRINGEMENT NOTIFICATIONS

We operate an intellectual property complaint process for complaints that User Content infringes another's Intellectual Property Rights, the details of which are described below and, with respect to The Interface, in our Intellectual Property Policy.

7.1 DMCA Notice.

Ellison Gibson will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("DMCA"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Website, then you may send us a written notice that includes all of the following:

- i. a legend or subject line that says: "DMCA Copyright Infringement Notice";
- ii. a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- iii. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Website on which the material appears);
- iv. your full name, address, telephone number, and e-mail address;
- v. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- vi. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and,
- vii. your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), your name typed followed by "//s//", which will serve as your electronic signature.

Ellison Gibson will only respond to DMCA Notices that it receives by mail, e-mail or facsimile at the addresses below:

By Mail:
EG Research, Inc.
5036 West Slauson Ave
Los Angeles, CA 90056
Attention: Intellectual Property Team

By E-Mail: info@theinterface.tv

It is often difficult to determine if your copyright has been infringed. Ellison Gibson may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Ellison Gibson may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly, materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification (as described below).

Without limiting Ellison Gibson's other rights, Ellison Gibson may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other property owned or operated by Ellison Gibson.

7.2 DMCA Counter-Notification.

If access on the Service to a work that you submitted to Ellison Gibson is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- i. a subject line that says: "DMCA Counter-Notification";
- ii. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Website from which the material was removed or access to it disabled);
- iii. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- iv. your full name, address, telephone number, e-mail address, and the username of your Account;
- v. a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the United States, to the jurisdiction of the United States District Court for the Northern District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- vi. your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), your name typed followed by “//s//”, which will serve as your electronic signature.

Please note that the DMCA provides that any person who knowingly, materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

7.3 Procedure for Alleging Infringement of Other Intellectual Property

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice to one of the addresses set forth in Section 7.1 above that includes all of the following:

- a. a legend or subject line that says: “Intellectual Property Infringement Notice”;
- b. a description of the intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Website on which the material appears);
- d. your full name, address, telephone number, and e-mail address;

- e. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and,
- g. your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), your name typed followed by “//s//”, which will serve as your electronic signature.

We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to Ellison Gibson with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

7.4 Unsolicited Ideas and Materials Prohibited; No Confidential or Special Relationship with Ellison Gibson.

Ellison Gibson employs a staff of designers to develop new ideas and Ellison Gibson solicits and receives product idea submissions from professional inventors with whom it has business relationships.

Because of this, in your communications with Ellison Gibson, please keep in mind that Ellison Gibson does not accept or consider any unsolicited ideas or materials for products or services, or even improvements to products or services, (collectively, “Unsolicited Ideas and Materials”). Therefore, you must not send to Ellison Gibson (even within any of your User Content that we may request), in any form and by any means, any Unsolicited Ideas and Materials. Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User Content and licensed to us as set forth above.

Except as otherwise specifically described in the Service’s Privacy Statement or any Additional Terms, your relationship with Ellison Gibson is not a confidential, fiduciary, or other type of special relationship and your Unsolicited Ideas and Materials, and anything else submitted by you will be treated as non-confidential and non-proprietary User Content – regardless of whether you mark them “confidential”, “proprietary”, or the like. Ellison Gibson will not assume any responsibility, obligation, or liability for the receipt or non-receipt of any of the foregoing. Therefore, your decision to submit any Unsolicited Ideas and Materials to Ellison Gibson does not place Ellison Gibson in a position that is any different from the position held by members of the general public with regard to your Unsolicited Ideas and Materials. Ellison Gibson’s receipt of your Unsolicited Ideas and Materials is not an admission by Ellison Gibson of their novelty, priority, or originality, and it does not impair Ellison Gibson’s right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

[Return to top](#)

8. PRIVACY AND YOUR PERSONAL INFORMATION

Your privacy is important to us. 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. We encourage you to review our Privacy Policy, which describes our use and disclosure of information we collect on the Websites and the Service.

If you object to your information being used or disclosed as described therein, please do not use the Service.

[Return to top](#)

9. RELEASES, DISCLAIMERS, LIABILITY LIMITS AND INDEMNIFICATION

9.1 Ellison Gibson is NOT liable for its users' actions, and you release Ellison Gibson from any claims relating to other users.

You agree not to hold Ellison Gibson liable for the Content, actions, or inactions of other users. As a condition of access to the Service, you release Ellison Gibson (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 Ellison Gibson 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 Ellison Gibson does not control and is not responsible for information you provide to parties other than Ellison Gibson.

9.2 Ellison Gibson provides the Service on an "as is" basis, without express or implied warranties, and all Content, EG Dollars and virtual goods have no guarantee or warranty of any compensable value.

ELLISON GIBSON PROVIDES THE SERVICE, INCLUDING WITHOUT LIMITATION THE EG SOFTWARE, THE WEBSITES, THE SERVERS, THE CONTENT, THE VIRTUAL GOODS AND SERVICES, 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, EG DOLLARS, VIRTUAL TENDER OR VIRTUAL GOODS AND SERVICES. NOTWITHSTANDING ANY INTELLECTUAL PROPERTY RIGHTS YOU MAY HAVE IN YOUR CONTENT OR ANY EXPENDITURE ON YOUR PART, ELLISON GIBSON AND YOU EXPRESSLY DISCLAIM ANY COMPENSABLE VALUE RELATING TO OR ATTRIBUTABLE TO ANY DATA RELATING TO YOUR ACCOUNT RESIDING ON ELLISON

GIBSON'S SERVERS. YOU ASSUME ALL RISK OF LOSS FROM USING THE SERVICE ON THIS BASIS.

Ellison Gibson does not ensure continuous, error-free, secure or virus-free operation of the Service, the EG Software, the Websites, the Servers, or your Account, and you understand that you shall not be entitled to refunds or other compensation based on Ellison Gibson'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 disclaimers may not apply to you.

9.3 Ellison Gibson's liability to you is expressly limited, to the extent allowable under applicable law.

IN NO EVENT SHALL Ellison Gibson OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, SUBSIDIARIES, AGENTS OR LICENSORS BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, OR PUNITIVE LOSSES OR DAMAGES OR DISGORGEMENT OR COMPARABLE EQUITABLE REMEDY, 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 EG SOFTWARE, THE WEBSITES, THE SERVERS, YOUR ACCOUNT (INCLUDING ITS TERMINATION OR SUSPENSION) OR THIS AGREEMENT, WHETHER OR NOT ELLISON GIBSON MAY HAVE BEEN ADVISED THAT ANY SUCH DAMAGES MIGHT OR COULD OCCUR AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Ellison Gibson'S CUMULATIVE LIABILITY TO YOU EXCEED THE GREATER OF (i) ONE HUNDRED DOLLARS (U.S. \$100.00); OR (ii) THE FEES, IF ANY, PAID BY YOU FOR USE OF THE SERVICE; PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE.

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. In such jurisdictions, the liability of the Ellison Gibson parties to you is limited to the lowest amount permitted by applicable law.

9.4 You agree to indemnify Ellison Gibson from claims relating to your use of the Service.

At Ellison Gibson's request, you agree to defend, indemnify and hold harmless Ellison Gibson, 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) your User Content; (ii) your acts, omissions, or use of the Service, including without limitation your negligent, willful or illegal conduct; (iii) your breach or alleged breach by you of this Agreement, including without limitation your representations and warranties relating to your Content; (iv) your violation or anticipatory violation of any applicable law, rule or order in connection with your use of or activities in the Service; (v) information or material transmitted through your Internet Device that infringes or misappropriates any Intellectual Property Right; (vi) any misrepresentation made by you; (vii) Ellison Gibson's use of the information that you

submit to us; (viii) your purported “ownership” of any Usage Subscriptions or virtual items; or (ix) the increase or decrease in “value” or loss of Usage Subscriptions or virtual items if Ellison Gibson deletes, terminates, or modifies them (all of the foregoing, “Claims and Losses”) . 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. You will not settle any Claims and Losses without, in each instance, the prior, written consent of an officer of Ellison Gibson.

9.5 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 Ellison Gibson employee and that you do not expect to be, and will not be, compensated by Ellison Gibson for such activities, and you will make no claim inconsistent with these acknowledgements. In addition, no agency, partnership, joint venture or franchise relationship is intended or created by this Agreement.

[Return to top](#)

10. DISPUTE RESOLUTION AND ARBITRATION

By agreeing to these Terms of Service, you also agree to arbitrate any and all claims against Ellison Gibson pursuant to the Federal Arbitration Act and subject to the terms below (the “Agreement to Arbitrate”). You and Ellison Gibson agree that we intend that this Section 10 satisfies the “writing” requirement of the Federal Arbitration Act and further agree that, notwithstanding any other provision of these Terms of Service, the Federal Arbitration Act shall govern the interpretation and enforcement of this Agreement to Arbitrate.

10.1 If a dispute arises between you and Ellison Gibson regarding a claim, you and we agree to alternative dispute resolution.

Our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. If any controversy, allegation or claim arises out of or relates to the Service, the Website(s), the Content, your User Content, your Unsolicited Ideas and Materials, this Agreement, your decision to enter into this Agreement, or any Additional Terms (collectively, “Dispute”), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. However, if no such information exists or if such information is not current, then we have no obligation under this section. Your notice to us must be sent to: EG Research, Inc., 945 Battery Street, San Francisco, CA 94111, Attention: General Counsel. For a period of sixty (60) days from the date of receipt of notice from the other party, Ellison Gibson and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though neither party is required to resolve such dispute on terms which each party, in its sole discretion, is uncomfortable.

IF WE CANNOT RESOLVE A DISPUTE WITHIN SIXTY (60) DAYS OF RECEIPT OF SUCH NOTICE, THEN EITHER YOU OR WE MAY ELECT TO SUBMIT THE DISPUTE TO FORMAL ARBITRATION AS HEREINAFTER DESCRIBED. WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) JUDICIAL REVIEW OF

THE ARBITRATION OUTCOME IS LIMITED. Further, you and Ellison Gibson agree that, should resolution of the Dispute(s) occur in arbitration, such Dispute(s) will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to this arbitration provision holds that this restriction, limiting the arbitration to Dispute(s) between you and Ellison Gibson, is unenforceable, then our agreement above to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 11.5 below.

Should either you or Ellison Gibson elect to resolve the Dispute by way of binding arbitration, the arbitration shall proceed in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”), except that in no event shall the arbitration proceed as a class or representative action. If the Dispute has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single, neutral arbitrator who is a retired judge or a lawyer with not less than ten (10) years’ experience as a practicing member of the bar in the substantive practice area related to the Dispute, who will administer the proceedings in accordance with the AAA’s Supplementary Procedures for Consumer Related Disputes. If the Dispute has a claimed value of more than \$250,000, then the arbitration will be heard and determined by a three (3) member panel, with one member to be selected by each party and the third (who will chair the panel) selected by the two (2) party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of this Agreement and any additional Terms, will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award.

If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and a legal officer of Ellison Gibson consent to in writing, except, as noted above, that in no event shall the arbitration proceed as a class or representative action. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Dispute set forth in the paragraph above will also apply to any such arbitration under JAMS or other arbitration service.

You can obtain AAA and JAMS procedures, rules, and fee information as follows:

AAA: 1.800.778.7879 or www.adr.org

JAMS: 1.800.352.5267 or www.jamsadr.com

All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules (including any rules regarding hardship); but if applicable arbitration rules or laws require Ellison Gibson to pay a greater portion or all of such fees and costs in order for this arbitration provision to be enforceable, or if the arbitrator(s) determine that you would experience an extreme hardship by paying your share of arbitration fees and costs prior to resolution of the Dispute, then Ellison Gibson will have the right to elect to pay the fees and costs and proceed to arbitration. Discovery will be permitted pursuant to the applicable

arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim of the Dispute, and must provide a statement of the essential findings and conclusions on which the decision and award (if any) may be entered in or by any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act. The arbitrator must honor the terms of this Agreement (and any Additional Terms) and can award the prevailing party damages and other relief (including attorneys' fees) consistent with applicable law.

[Return to top](#)

WAIVER OF LIABILITY

This agreement releases Ellison Gibson from all liability relating to injuries that may occur during gameplay and/or neural immersion in The Interface. I agree to hold Ellison Gibson entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence including the following.

- hematomas
- blood clots
- contusions, or bruising of brain tissue
- cerebral edema, or swelling inside the skull
- concussions
- strokes
- vomiting
- nausea
- speech difficulty
- bleeding from the ear
- numbness
- paralysis
- memory loss
- problems with concentration
- high blood pressure
- a low heart rate
- pupil dilation
- irregular breathing
- headaches
- seizures
- numbness or tingling in your arms or legs
- nausea
- vomiting
- changes in personality
- difficulty with movement or balance
- changes in your hearing, speech, or vision
- memory loss
- forgetfulness
- apathy
- anxiety
- agitation
- a loss of inhibition
- mood changes
- depression

anxiety
bipolar disorder
post-traumatic stress disorder
schizophrenia

I also acknowledge the risks involved in {type of activity}. These include but are not limited to {list risks}. I swear that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity. By clicking "I agree," I forfeit all right to bring a suit against Ellison Gibson for any reason. I will also make every effort to obey safety precautions as listed in writing.

11. GENERAL PROVISIONS

11.1 The Service is a United States-based service.

Ellison Gibson controls and operates the Service from its offices in the United States. Ellison Gibson 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 doing so on their own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. Subject to the terms of this Agreement, we reserve the right to limit the availability of, restrict access to, or discontinue the Service and/or any content, program, product, service or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide.

Software related to or made available by the Service may be subject to export controls of the United States. No software from the Service may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the United States has embargoed goods, software, technology or services (which, as of the effective date of this User Agreement, includes Cuba, North Korea, Iran, Sudan and Syria), or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). By downloading any software related to the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

11.2 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 Ellison Gibson. You may not transfer or sublicense any licenses granted by Ellison Gibson in this Agreement without the prior, written consent of Ellison Gibson, except solely to the extent this Agreement permits transfer of any applicable EG Dollar Licenses. Ellison Gibson 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.

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

Ellison Gibson may give notice to and obtain consent from you by one or more of the following means: through the Service or Website, by electronic mail to your e-mail address in our records, or by written mail communication to the address on record for your Account. When you communicate with us electronically, such as via e-mail and text message, you consent to receive communications from us electronically. All notices given by you or required under this Agreement shall be faxed to Ellison Gibson Legal Department at: (415) 243-9045; or mailed to us at: Ellison Gibson Legal Department, 945 Battery Street, San Francisco, CA 94111.

With respect to any electronic commercial service on a Website, residents of California are entitled to the following specific consumer rights information: if you have a complaint, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 1625 North Market Boulevard, Suite S-202, Sacramento, California 95834, or by telephone at 1.916.574.7950. See also www.dca.ca.gov.

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

This Agreement, including the Additional Terms and policies referenced in this Agreement, sets forth the entire understanding and agreement between you and Ellison Gibson with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings.

Ellison Gibson reserves the right to modify this Agreement and any Additional Terms, at any time without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after we post the Updated Terms (or engaging in other such conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review this Agreement and any Additional Terms on a regular and frequent basis. The Updated Terms will be effective as of the time that Ellison Gibson posts them or such later date as may be specified in them. Except for such Updated Terms, this Agreement may not be modified except by mutual written agreement between you and Ellison Gibson 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 Ellison Gibson's discretion means that the determination will be made by Ellison Gibson 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.

11.5 The applicable law and venue is in San Francisco, California.

You agree that this Agreement and the relationship between you and Ellison Gibson 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 Ellison Gibson

agree to submit to the exclusive personal jurisdiction and venue of the courts located in the City and County of San Francisco, California, except as provided in Section 10 regarding arbitration.

11.6 No Equitable or Injunctive Relief.

IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSSES OR DAMAGES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES AND DAMAGES WILL NOT BE IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, CONTENT, USER CONTENT, UNSOLICITED IDEAS AND MATERIALS, PRODUCT, SERVICE, OR OTHER INTELLECTUAL PROPERTY OWNED, LICENSED, OR CONTROLLED BY Ellison Gibson OR A LICENSOR OF ELLISON GIBSON.

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

All claims you bring against Ellison Gibson must be resolved in accordance with Section 10, Dispute Resolution and Arbitration. All claims filed or brought contrary to the Dispute Resolution Section shall be considered improperly filed and a breach of these Terms of Service. Should either party file a claim contrary to the 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.