

December 23, 2005

Terms of Service

1.1 The Agreement. Linden Research, Inc. ("Linden") offers to allow you to use its multi-user online service "Second Life," use the software provided to you by Linden (collectively, the "Linden Software") and participate in the environments that support the service, including without limitation the websites located at <http://www.lindenlab.com> and <http://www.secondlife.com> (collectively, and together with the Linden Software, the "Service"), solely conditioned on your agreement to all of the terms and conditions contained in this Terms of Service document (this "Agreement" or the "Terms of Service") and your compliance with the posted Community Standards on the Second Life website, which you can find at this link: <http://secondlife.com/corporate/cs.php>. Your use of the Service constitutes your agreement to all such terms and conditions and your agreement to comply with the Community Standards. To confirm your agreement, you should accept this Agreement. If you do not so agree, you should decline this agreement, in which case you are prohibited from accessing or using the Service. Accessing or using the Service will be considered acceptance of this Agreement.

6.4.2 Currency Listing and Fees. By use of the Currency Exchange: (a) you authorize Linden to administer the purchase or sale, as applicable, of Currency associated with your account and facilitate transfer with the other Participant account or accounts involved with such Currency transaction, (b) you agree to pay the listing and transaction fees posted on the Service website in connection with the Currency exchange, (c) you authorize Linden to charge your credit card or other payment method on file with Linden for the applicable listing fees, purchase amount, and transaction fees and related charges, and you promise not to deny or decline any such charge, and (d) you agree that you are responsible for paying all applicable taxes for your transactions through the Currency Exchange, other than the taxes on Linden's Currency Exchange fees that Linden may collect from you as a deduction from sale proceeds. Linden may change the Currency Exchange fees at any time; changes will be applicable to all listings placed on and after the date of any such change. All Currency Exchange fees are non-refundable. Upon matching a sale order with a buy order, Linden will complete the transfer of Currency among the Participant accounts, net of service fees and applicable taxes. Linden will remit the net's Currency Exchange fees that Linden may collect from you as a deduction from sale proceeds. Linden may change the Currency Exchange fees at any time; changes will be applicable to all listings placed on and after the date of any such change. All Currency Exchange fees are non-refundable. Upon matching a sale order with a buy order, Linden will complete the transfer of Currency among the Participant accounts, net of service fees and applicable taxes. Linden will remit the proceeds to the seller (net of fees, taxes and amounts due to Linden on the seller's accounts) through the payment method or credit offered by Linden and elected by the seller; provided that in the event the seller does not specify the payment method, or the elected payment method is not available for technical, administrative or other reasons in Linden's sole discretion, Linden shall remit payment by check.

13. GENERAL PROVISIONS.

The rights and obligations of the parties under this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods; rather such rights and obligations shall be governed by and construed under the laws of the State of California, including its Uniform Commercial Code, without reference to conflict of laws principles. The Service is controlled and operated by Linden from its offices within the State of California, United States of America. Linden makes no representation that any aspect of the Service is appropriate or available for use in jurisdictions outside

of the United States. Those who choose to access the Service from other locations are responsible for compliance with applicable local laws. The Linden Software is subject to all applicable export restrictions. You must comply with all export and import laws and restrictions and regulations of any United States or foreign agency or authority relating to the Linden Software and its use. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof, shall be finally settled by binding arbitration in San Francisco, California under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for injunctive relief or enforcement of this arbitration provision without breach of this arbitration provision. Linden's failure to act with respect to a breach by you or others does not waive Linden's right to act with respect to that breach or subsequent or similar breaches. No consent or waiver by Linden under this Agreement shall be deemed effective unless delivered in a writing signed by a duly appointed officer of Linden. All or any of Linden's rights and obligations under this Agreement may be assigned to a subsequent owner or operator of the Service in a merger, acquisition or sale of all or substantially all of Linden's assets. You may not assign or transfer this Agreement or any or all of your rights hereunder without the prior written consent of Linden, and any attempt to do so is void. This Agreement sets forth the entire understanding and agreement between you and Linden with respect to the subject matter hereof. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Linden shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of Linden. The section headings used herein are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or for any reason 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. Linden may give notice to you by means of a general notice on our website at <http://www.secondlife.com>, electronic mail to your e-mail address on our records for your Account, or by written communication sent by first class mail, postage prepaid, or overnight courier to your address on record for your Account. All notices given by you or required under this Agreement shall be faxed to: (415) 243-9045 Attn.: Customer Service, mailed to us at Linden Lab, 1100 Sansome Street, San Francisco, CA 94111, Attn: TOS Notice, or emailed with the subject line "TOS Notice" to support@lindenlab.com.