

Terms of Service

as of March 2022

Our Terms of Service strive to be simple and understandable. Our goal is to have a safe, respectful virtual environment for our residents. By logging into the virtual world or by using our website you agree to abide by these Terms and Conditions. We believe we comply with GDPR and CCPA data privacy regulations. Please refer to our Privacy Policy which clarifies how we protect your data. We claim we are a safe harbor site under the Digital Millennium Copyright Act (DMCA) which requires that we ban repeat infringers. Please refer to the DMCA Notice Policy for details.

We promise:

- To protect your privacy as much as legally possible (In other words, in all cases except a legal subpoena.) We will use your personal contact information only for billing, service announcements, support issues, and other communications that you have previously agreed to. If we need to look at your personal data for any other reason, we will ask your permission first. You will be referred to by your publicly available avatar name where possible.
- That all original content you create is YOURS, you retain full rights to it, but by creating/distributing it on the grid you grant Skye-Grid a non-expiring license to your content for the purposes of running the grid.
- To respect intellectual property by promptly taking down infringing content via our published DMCA process and by asking for permission before using users' content in marketing materials or in any other way other than what's required for normal grid operations.
- To make sure to give adequate notice if ever we were to shut down the grid permanently so that you can make backups of all legally exportable content and get a refund of any money owed to you by the grid. Currency cash-outs or transfers are not the responsibility of the grid and would need to be undertaken with the relevant money provider.

- To allow you to make backups of your own creations, and of content marked exportable by its creators.

You promise:

- To not harass other users, or personally attack them based on race, gender, sexual preference, religion, or other affiliation.
- Not to harass, flame, abuse, make derogatory remarks or engage in other methods of harassment to any other person on Skye-Grid in any way, shape, or form.
- To respect the intellectual property rights of others by uploading only appropriately licensed content, and by exporting only content that you yourself have created or have permission to export.
- To respect maturity ratings by rezzing only appropriate content and engaging inappropriate behaviors. Illegal behavior will not be tolerated and may result in being reported to the appropriate authorities.
- To respect the privacy of fellow users. This means, but is not limited to, not revealing any real-life information about another person.

You agree: Where creativity & friendship know no bounds

- You are responsible for your own actions. If they break any laws, YOU are responsible, not Skye-Grid or Utopia Skye LLC.
- That when you create an avatar account, you will provide true and accurate information asked by the registration process, that the account name is not offensive or inflammatory, and does not demean or infringe.
- That you are at least 18 years of age.
- That you will provide a true and contactable email for grid communication, an email address that you monitor regularly, and that you will provide us with your country of residency.

- That when you upload your content to our grid, or when you create new content on the Skye-Grid platform, that we have your permission to distribute that content to other users per your specifications. This allows you to have other users see your content and enables you to sell or transfer your content in-world.
- That with registration on this grid each resident declares that no illegal objects and/or textures will be offered on regions hosted by Skye-Grid. The use of so-called Copybot viewers is prohibited. Utopia Skye LLC takes copyright infringement seriously.
- That we also have the right to showcase your content in directories and destination guides.
- That we can transfer these rights to new owners if we sell the entire grid so that the new owners can continue to offer the same services without interruption.
- That we are only asking for the rights to use your content as part of the virtual world - you retain all the copyrights to the original content.
- That we can shut down your account at any time.
- That any in-world currency is fictional, are game tokens of no value, and will be used for entertainment purposes only.
- That there might be outages, or content losses, or other disruptions, and that we are not liable for any damages that may result.
- That the only exportable content is content that you yourself have created or content that is marked with the "export" permission.
- By Distributing any items that you create to another avatar, you understand that these items will exist long after you have moved on, they will contain your Avatar Name and ID to maintain creator rights.
- If you pay to rent a region on Skye-Grid, you make your own rules as long as they don't violate anything in this TOS. If you enter into an agreement with others to create or participate in a "continent" or land grouping you agree to abide by the rules of that "continent". If you leave the "continent" we will work with you to relocate your region consistent with the land rules you are adopting.

- Any "hacking", or misuse of network/server resources will result in IMMEDIATE termination of all your services, and possible legal action.
- If an incident arises that is not specifically spelled out in this document, then management has the final say.

Child Avatar Policy:

- NO ONE under the age of 18 is allowed to have an account on this grid.
- Child avatars are allowed on the Skye-Grid but in no case will they be permitted on regions labeled as adult. Violation of this term is cause for the termination of your account.

Region Tier Policy:

- When you purchase a region on Skye-Grid you are leasing server space for a given amount of virtual space, prim equivalents, and the services to support the region. Each payment (also called tier) is monthly, payable in full, is non-refundable, and commits one month of our services to you. Presently only PayPal payments are accepted
- Non-Payment for services will result in termination of said services WITHIN 7 days of the payment due date.
- If the bill is overdue by 7 days, your region will be shut down and archived.
- If we do not receive payment in 7 days, the region will be taken down. We'll then hold the OAR for that region for 30 days beyond that 7-day grace period. If during that time a region is to be reactivated, in addition to the monthly tier, there is a reactivation fee as well as the administrative restore fee.

Acceptance of this Agreement:

- By logging into the grid or website by any method you agree to be bound by these terms of service.

- We may, from time to time make changes to the terms of service. When we change the terms of service, we will ask you to agree to the new terms and you may make your decision to agree or not. If you do not agree to the terms of service, do not use our services.
- Any legal proceedings that are instigated against Utopia Skye LLC or its agents must be enacted in the accused's home locale.



Utopia Skye LLC

Where creativity & friendship know no bounds

Utopia Skye Grid - NGC - Skye-Grid - Skye Guilds