

This document has three parts: the first is an agreement between you and Jonathan Grynspan; the second and third constitute an agreement between you and Dragon's Eye Productions, Inc. The three parts constitute legally separate documents, and you must agree to both of them in order to install mFurc.

mFURC USER AGREEMENT

This agreement governs usage of the software and data placed on a computer or electronic media by this installer package (hereafter "THE SOFTWARE").

There is no warranty for THE SOFTWARE to the extent permitted by applicable law. Except where otherwise stated in writing, Jonathan Grynspan and/or other parties (hereafter "THE AUTHOR") provide THE SOFTWARE "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance lies with you. Should THE SOFTWARE prove defective, you assume the cost of all necessary servicing, repair, or correction.

THE AUTHOR grants you no right to redistribute any part of THE SOFTWARE, nor any combination thereof, to third parties. An explicit exception to this clause is granted to Apple, Inc., so that they may provide a download link at various locations on their corporate Web site. An explicit exception to this clause is granted to Dragon's Eye Productions, Inc., so that they may provide a download link at various locations on their corporate Web site. If you wish to provide a copy of mFurc to another person or entity, THE AUTHOR recommends that you direct the person or entity to the mFurc Web site, currently located at: <http://www.ghosttigger.com/mfurc/>.

In no event shall THE AUTHOR be held liable for any damages whatsoever. These damages include but are not limited to any general, special, incidental, or consequential damages arising out of the use or inability to use THE SOFTWARE (including but not limited to loss of data, data being rendered inaccurate or corrupt, losses or injury sustained by you or a third party, a failure of THE SOFTWARE to connect with or communicate with software or hardware made available by Dragon's Eye Productions, Inc., or a failure of THE SOFTWARE to operate with any other programs, computers, devices, electronic media, Internet services, or operating systems.) In no event shall THE AUTHOR be held responsible for any information, text, Internet links, images, audio, files, or other media provided to you by other users of THE SOFTWARE or the Furcadia software.

This licence will be governed by and construed in accordance with any laws of the Province of Ontario and any federal laws of Canada that may apply. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this licence shall continue in full force and effect.

This licence is subject to change without notice to you. The most recent version of this licence is, at the time of this writing, available from THE AUTHOR at the following World Wide Web address: http://www.ghosttigger.com/mfurc/support/user_agreement.pdf. Regardless of any inability to access, view, or otherwise understand the document on your part, the aforementioned document shall take precedence as a licence agreement over any licence agreement presented to you as part of the installation process of THE SOFTWARE. Should you not agree to terms presented in the aforementioned document, this licence shall be immediately terminated, and you shall be responsible for the removal of THE SOFTWARE from any and all computers, digital media, or other storage where you have installed, copied, or transmitted it.

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FURCADIA USER AGREEMENT

This document is two-fold. The first part outlines the general rules of Furcadia (this includes the game world, the message boards and the web site), and the second part contains your rights and responsibilities.

The Furcadia software and service is provided by Dragon's Eye Productions, Inc. which will be referred to as 'Dragon's Eye' for the remainder of this document. By downloading the Furcadia software and using the Furcadia service, you acknowledge that you agree to these rules and policies, and will abide to them. You agree that these rules will apply to anyone that you allow to use your account or that uses your computer -- and that you are personally responsible for the consequences, including suspension from the game, the message boards and/or the web site, that may result if any such individual violates these rules. You acknowledge that if your account(s) and privileges to use the Furcadia service are terminated by Dragon's Eye for any reason, you will not be entitled to a refund of any fees paid for special items and you will forfeit any unused time on said special items that you have remaining at the time of the termination.

These Rules and Policies may be changed, and new rules may be added, at any time. You agree to check this document from time to time to review any new rule changes that Dragon's Eye may have made.

You further agree to read carefully Furcadia's Terms of Service in the second section of this agreement.

RULES AND POLICIES

Preface: Most of our rules are about showing respect for the other individuals you interact with while you are playing Furcadia. In most instances, if you aren't deliberately trying to make someone else upset or unhappy, you won't be breaking any rules. However, to make things perfectly clear for everyone, we've put together the following list of rules which are enforced by a specially trained group of volunteers called the Guardians and by company staff members.

1. The dodging of Furcadia's profanity filter by using spelling variations, special characters, or other means is not permitted. Unless otherwise noted in the entry text of a map, all main areas of Furcadia are family-oriented.
2. You may not "spam". Spamming is the continued flooding of the screen with the same thing or nonsense text. This includes the use of third-party software that "encrypts" text so that it can only be read by users of the same software (other players only see nonsense text).
3. Anything resembling combat or inciting violence must be kept off Furcadia's main maps, unless otherwise noted in the entry text of an area.
4. You may not use any offensive, sexually explicit, racially offensive or hateful language in maps with the EB+ or T+ standards. Racially offensive or hateful language is not allowed even on maps designated for older players (M16+ and AO standards), and the word rape or any variations thereof (raping, raped, rapist, rapeable, etc.) are not permitted ANYWHERE in Furcadia. This rule also applies to character descriptions. You must read and follow the "standard" set for each map. The standard for each map is noted in the entry text. Dream owners are responsible for maintaining and enforcing the standard they have selected for their dream. An explanation of the different standards can be found at: <http://www.furcadia.com/standards/>.
5. You may not harass other players, sexually or otherwise. Rape and public vulgarity are serious offenses in Furcadia, and will result in severe consequences. If you see this, please save your logfile and report it to a Guardian immediately.
6. If you are harassed by another player, you may follow exactly the steps outlined in 'How to use the Silence Rule' to make them stop (<http://www.furcadia.com/beekins/guardians/>). If you do so, Furcadia staff will enforce the Silence Rule as necessary. If you decide not to use the Silence Rule, this is considered to be a decision on your part to continue to interact verbally with the other individual, and also to constitute permission for them to continue speaking to you. You must properly ignore the harassing player as specified in the instructions located on the webpage mentioned above.
7. You may not prevent other players from entering dreams or accessing areas on main maps, regardless of the means used to do so..
8. OOC speech and actions must be kept to whispers on designated IC main maps, such as Goldwyn and Theriopolis.
9. In freeform role-playing, when someone says or poses something that imposes a result on your character, or states or implies that you have done something specific yourself, you may choose to proceed as if that thing never happened to you. This is known as the consent rule. If you are playing in a dream that has its own combat system or other sets of rules, however, you are expected to do your best to play along with those rules while you are in that dream. Dream owners always have the final say on such matters within their own dreams.
10. Only Registered Groups have assigned dream locations. All others are on a "first come, first served" basis. Do not upload in locations that you know belong to a Registered Group.
11. Staff does not help with or enforce role-play or IC (in-character) continuity rules or storylines, including official continuity. The exception to this is rape on any map or dream, or any role-play that violates the rules and policies outlined in this document. With the exception of rape, server crashing or large-scale harassment, enforcement of anything within a player owned dream is up to the dream owner.
12. Bots and proxies are not supported by staff in Furcadia. Players are responsible for keeping their bots within the rules and off main map areas (other than Acropolis and Allegría Island). Bots loaded on Acropolis or Allegría Island may not emit/emit messages more than once a minute. All messages must be appropriate for these family-oriented areas and may not exceed the length of six (6) lines. Additionally, bots loaded on these maps must give all spoken and emitted responses to commands via whisper. (This includes deliveries made by delivery bots.) Bots on public maps may not whisper players who have not requested information (no unsolicited advertisement by whisper). If a bot or proxy interferes with the Service, its use is not permitted. See also the rule about use of third party software.
13. Third party software, including proxies, bot tools and other utilities, are not supported by Dragon's Eye or its staff. If you use such programs, you are responsible that they do not interfere with the operation and stability of the Furcadia service, and that they do not harm or harass other players. Additionally, Dragon's Eye assumes no responsibility or liability for any damage that third party software may cause to your system, including but not limited to infection with viruses or trojans, system crashes, loss of files, etc. Players who choose to use one or more third party software programs do so at their own risk. It is a violation of these terms to make or use any third party program that breaks any agreements in this document or rules that you were notified of in the game. The use of third party software that automatically creates characters is not permitted.
14. You may not impersonate Furcadia representatives, employees of Dragon's Eye and associated companies, or pretend to be a member of staff. (This includes the volunteer staff.) It is also not permitted to create characters for the sole purpose of impersonating, making fun of, insulting, or harassing other players.
15. You may not log on another player's account without their permission, nor may you attempt to gain the account information of other players or distribute their passwords to other players. Even if you are given the password or learn of it by any given means, you may not log on a player's character without their express permission. It is currently not possible to transfer the ownership of a character. The player who has created a character is considered the owner, and cannot forego the privileges that come with the character ownership and responsibility for any actions performed by that character (unless the character was stolen or used without permission by a different player).
16. You may not use Furcadia to obtain or distribute personal "real life" information (ie: Name, phone number, location and address, etc.) or media (ie: Photographs, audio or video recordings, etc.) of other players without their express permission. This includes posting URLs in Furcadia which show such things. You may also not post private whisper conversations without permission or link to such logs.
17. Players who are considered to be minors under the laws of their local jurisdiction may not enter restricted adult maps without the permission of their parents. Parents are urged to make use of the Parental Controls, located in the configurations utility (config.exe) that is part of your Furcadia installation. Players under fifteen years of age may use Furcadia only with permission and supervision of their parents or legal guardians. If a publicly accessible area has an age requirement, then this requirement also applies to in-character ages. Parents or legal guardians are legally responsible for the actions of their minor children in Furcadia or on any of our services.
18. You may not attempt to hack or crash the server, and you may not exploit any bug in Furcadia to gain unfair advantage in the game. If you find a critical bug, you must immediately notify a staff member. You may not communicate the existence of any such bug to any other player. Attempting to break the encryption of dreams is also not allowed.
19. It is solely your own responsibility to ensure that you do not violate any local, state, national or international law or regulation. You agree to indemnify Dragon's Eye from any liability which may arise from any such violations, or from any other actions you take which cause harm or damages to another individual, whether they are a Furcadia player or not.
20. Temporary policies may go into effect at any time for various things going on in-world. These will not be listed in this document, but you may be informed of them through other means (Opening Screen announcement, In-World Announcement, Entrytext on maps, or directly from a staff member or Guardian). You agree that you will abide by these when informed of them.

TERMS OF SERVICE
(Last modified 03/25/07)

I. Definition and Purpose of Furcadia

Furcadia is an Internet online multi-player game and virtual community. It allows you to interact with players from all over the world. Throughout this document, "Furcadia" and "Service" refer to the actual game world, the software, the web site and the associated message boards. Also, "Dragon's Eye" is understood to refer to the company which provides both software and service, Dragon's Eye Productions, Inc.

II. Software

The software required to connect to and use the Furcadia service may be downloaded and is provided for free. Dragon's Eye grants you a limited, non-exclusive license to use the program and the Service. Dragon's Eye provides the software as interface to play its game on the Internet. You are granted the license to use the software for this sole purpose and may not use it for any other purpose. You agree to use the software only to play on the official server, provided by Dragon's Eye.

III. Account Information

By creating a character, you register an account with the Service and are prompted to provide a valid e-mail address. It is your responsibility to enter an active, working e-mail address and update it as needed. Players under the age of 18 are also required to enter their year and date of birth when registering. (We record the exact date so that access privileges can automatically be increased when you become older. This information is considered confidential and will never be revealed to anyone unless you give prior consent.) Players under the age of 15 are required to have their parents fill out the registration for them, provide a second email address that can be used to contact the parent, and choose an additional parental access password. Upon your registration for Furcadia, you will choose a password for your account. You are responsible for maintaining the confidentiality of your password and you are responsible for any harm resulting from your disclosure or allowing the disclosure of any password or from use by any person of your password to gain access to your account. It is recommended to use unique passwords that are not used for other accounts, characters or services. It is further highly recommended not to use a password that is equal to your account name. Dragon's Eye Productions and its staff members will never ask you for your password. Sharing an account with another individual does not limit your responsibility and does not release you from the terms outlined within this document. If an account is terminated or deleted, Dragon's Eye reserves the right to terminate any other accounts that are owned or used by the same player.

IV. Charges and Fees

Using the Furcadia software, the web site, the message board and playing the basic game is free of charges, except any fees and charges of your Internet Service Provider or that are caused by connecting to the Internet and using the computer. Additional products and services are offered for extra charges. Purchased add-ons and subscribed services ("special items" or "specials") are provided as virtual, in-game objects and services. Players are given methods to transfer the ownership of special items to other players. Dragon's Eye and its staff members do not supervise, oversee or moderate such trades. If a special item is transferred to another player, the receiver of the object becomes the owner. Previous owners cannot reverse the transfer and forfeit the ownership of the transferred object. Fees for special items or services are paid in advance and are not refundable in whole or in part. You are fully liable for all charges made on your credit card or PayPal account, including unauthorized charges. All special items are considered to have no cash value, and are sold for entertainment purposes only.

V. Materials and Content

You acknowledge that the software and the Service contain multimedia materials (graphics, audio effects, music, animations) and text ("Content"), and that Content may be provided under license by independent, non-affiliated content providers, including contributions from other players and users of the Service. These independent content providers, including other users, are referred to in this document as "Content Providers". You, and any user of your account, must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any Content. Dragon Eye's Production does not pre-screen Content as a matter of policy, but has the right, but not the responsibility, to remove Content at any time which it deems to be harmful, offensive, or otherwise in violation of this document or other agreements and regulations. Copyrights for any original works made by Content Providers belongs to them, or jointly to them and Dragon's Eye if their work is based on Furcadia artwork or other content to the extent that it constitutes a "derivative work" under current laws. By uploading their original work and/or derivative work to Furcadia, Content Providers automatically grant their permission for other players to use the Furcadia software to view and experience those works, a process in which the software may download copies of the works to the viewer's computer for viewing. In addition, the act of uploading grants Dragon's Eye license to redistribute the work in other formats or on other media that the software may support in the future, and to redistribute it in any way that it deems beneficial towards the goal of promoting Furcadia to the general public, so long as such distribution is performed either at no charge, or for no more than a nominal fee to cover the costs involved. Any sale of a Content Provider's work for profit is not covered by this permission, and still requires Dragon's Eye to license Content Provider's copyrighted materials before so doing. Content Providers recognize and acknowledge that making their content available for other players to view and use incurs a certain amount of risk that some of those players may use, modify, or distribute that content in unauthorized ways which may infringe on the copyrights of the Content Provider. Each Content Provider agrees that they assume the entire risk of such infringement when they choose to upload, that they indemnify Dragon's Eye from any liability resulting from such infringement by third parties, that Dragon's Eye assumes no responsibility for taking punitive or corrective actions against such copyright violators, and that the Content Provider will pursue any and all remedies for such infringements on their own, whether these consist of requesting the infringer to cease and desist, filing a civil lawsuit against the infringer, or any other measures. In the event that a Content Provider chooses to file suit on a copyright infringement matter, Dragon's Eye agrees to provide any requested information regarding the transfer or use of the content involved that it may have in its records in a timely fashion.

VI. Conduct and Communication

You, and anyone you authorize to use your account and computer, agree to follow the Rules and Policies of Furcadia. The Rules and Policies may change at any time, at the discretion of Dragon's Eye. Dragon's Eye shall have the right to terminate your account if it determines in its sole discretion that you have engaged in any offensive or unacceptable conduct whether or not such conduct violates the Rules and Policies. You acknowledge, however, that Dragon's Eye does not pre-screen Content or communication over the Service, operating as a "common carrier" for communications between players and is therefore not liable for any speech or actions of other players that the company failed to prevent.

VII. Parental Guidance

Many, but not all, areas of Furcadia are suited for players of all ages. Each map has a "standard" assigned to it. This standard, which functions similar to a traditional rating, outlines the expected content and behavior of the zone. Details can be found at: <http://www.furcadia.com/standards/>. We recommend that concerned parents take a look around Furcadia themselves, either with your children or by yourself beforehand, to see what kinds of things your children may see and hear in the game. (Many parents come back again just to enjoy the game - Furcadia is meant to appeal to people of all ages.) Children under the age of 13 may play Furcadia only under supervision of a parent or their legal guardian. Dragon's Eye provides a Parental Control utility as part of the Software package that parents may use to keep children out of certain areas. You may find the Parental Controls in the configurations utility (config.exe) program, located in your Furcadia Software folder. While Dragon's Eye may choose to monitor and take action upon inappropriate use of the Service, chat or links, it is possible that at any time there may be language or other material accessible on or through the Service that may be inappropriate for children or offensive to some users of any age. Dragon's Eye does not as a matter of policy pre-screen the content of the materials or communications transmitted by each player. Children younger than thirteen (13) years of age may not use the Service without parental supervision. Children younger than fifteen (15) are not allowed to go anywhere outside of our family-oriented areas, even with parental consent or supervision. In addition, children under 15 are not allowed to make any purchases from Dragon's Eye. If you wish them to have any in-game premium items or services, these must be purchased for them by a parent or other individual old enough to make purchases. If you buy items for a child under the age of 13, they will not be able to use the in-game commands to trade it or give it away, to keep them from being tricked or taken advantage of by other players. You may trade items for them using your parental password. Players who are 13 or 14 years old are limited to trading items with a total purchase price of 30 dollars each month. Players from 15 through 17 years of age can only perform purchases and trades of items with a total sale price of \$40 each week, and no more than \$100 each month.

VIII. Privacy

You acknowledge that you have no guarantee of privacy regarding the communications you make on the Furcadia service, the Furcadia web site and the associated message boards. While Dragon's Eye does not monitor conversations between players or private messages sent between them, our staff may from time to time see such messages in the course of debugging, or of investigating security problems and rule violations. In addition, Dragon's Eye provides no guarantee that other players won't spy on you, using means as advanced as tricking you into installing a trojan on your computer, or as simple as hiding behind a tree in the game and listening to you talking to a friend undetected. You also consent to the extraction of hardware system profile data and any data related to operation of the software through the Service from any computer that logs on to the Service using your account.

IX. Disclaimer of Warranty.

To the maximum extent allowed by law, Dragon's Eye, associated individuals and companies do not warrant any connection to, transmission over, or results or use of, any network connection or facilities provided (or failed to be provided) through the Service. You are responsible for assessing your own computer and transmission network needs, and the results to be obtained therefrom. You expressly agree that use of the service and the Software is at your sole risk. The Service and the software are provided on an "as is" and "as available" basis. Unless such warranties are legally incapable of exclusion, Dragon's Eye and associated individuals and companies disclaim all implied warranties and conditions, including without limitation any implied warranties or conditions of merchantability, fitness for a particular purpose, non-infringement of third party rights, and those arising from a course of dealing or usage of trade, regarding the Service, the software, and the Internet. Dragon's Eye, associated individuals and companies assume no responsibility for any damages suffered by you, including, but not limited to, loss of data or characters from delays, no deliveries, errors, system down time, mis-deliveries or service interruptions caused by Dragon's Eye, associated individuals and companies, or by your or any other player's own errors and omissions. Dragon's Eye makes no warranty with respect to any related software or hardware used or provided by Dragon's Eye in connection with the Service.

X. Limitation of Liability

You acknowledge and agree that Dragon's Eye, associated individuals and companies does not assume or bear any liability for any action by Dragon's Eye, associated individuals and companies, or its Content Providers or other players with respect to conduct, communication, or content on the Service or the software. Dragon's Eye, associated individuals and companies shall not be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages in connection with the software or the Service. Because some states do not allow the exclusion or limitation of liability for certain damages, in such states Dragon's Eye, associated individuals' and companies' liability is limited to the extent permitted by law.

XI. Indemnification

You agree to defend, indemnify and hold harmless Dragon's Eye, associated individuals and companies, distributors, Content Providers and other players of the Service, from all liabilities, claims and expenses, including attorneys' fees, arising from any breach of this or any other agreement by you. Dragon's Eye reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

XII. Termination of Accounts

You may terminate your account at any time without further obligation. To achieve this, you must discontinue using your account and remove the software from your system. Dragon's Eye reserves the right to terminate the Service at any time without further obligation to you if your account is terminated at any time for any reason, you agree to the following: (i) you will not be entitled to any refund or proration of any fees unused time for subscriptions or special items; (ii) you will lose any characters developed and you will not have the right to transfer, sell or assign any characters or special items to anyone else; (iii) you may not access the service in any manner or for any reason, including via any other computer without express permission from Dragon's Eye. In the event that an account is permanently terminated, Dragon's Eye reserves the right to terminate any other accounts that are owned or used by the same player.

XIII. E-Mail Addresses

From time to time, Dragon's Eye will send you a Newsletter or Furcadia-related information to your registered e-mail address. You agree to the use of your e-mail address for this purpose. Dragon's Eye will not share or sell your address with other services or companies, and you will not receive any communication from Dragon's Eye that is not directly related to Furcadia, Dragon's Eye, the software or the Service.

XIV. General Provisions

You may not use, copy, modify, sublicense, rent, sell, assign or transfer the rights or obligations granted to you in this or other agreements, except as expressly provided in this agreement. Any assignment in violation of this agreement is void. If any provision of this agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of, (i) such provision under other circumstances, or (ii) the remaining provisions hereof under all circumstances. Dragon's Eye failure to enforce at any time any of the provisions of this agreement shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by Dragon's Eye of any provision, condition or requirement of this agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of Dragon's Eye 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 Dragon's Eye. This agreement is governed by and construed under Texas law as such law applies to agreements between Texas residents entered into and to be performed entirely within Texas. All notices given by you or required under this Agreement shall be sent via email to info@furcadia.com.

XV. Remedies

You and Dragon's Eye agree that neither party will seek remedies for any breaches of this agreement or other disputes by filing suit in civil court, but will instead submit any such matters that arise to binding arbitration.

Both parties agree to accept and abide by the decision made by the arbiter in such cases, and to equally split the payment of any fees charged by the arbiter, unless the arbiter should decide that the party at fault must pay the entire fee.

Creating an account on Furcadia indicates your acceptance of all the above terms and conditions. If you do not accept this agreement, you must not use the Service and the software, or discontinue using the Service and the software.