

# VivoSim - Terms of Service

VivoSim aims to be a community founded on a shared interest of the 'farming' system on OpenSim. The intent is to create a safe place for people to meet, discuss, play, socialise, build and explore, so we ask that you read, understand, and accept the terms of service given here if you wish to be a part of VivoSim.

The security, safety and privacy of all our members is very important to us.

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## 1 Version and updates

VivoSim last updated the terms of service on **10 April 2023**. When VivoSim updates this document, we will amend the date listed here and will also notify all VivoSim members about any changes via the website. The information is also available in-world at the estate offices at Mintor and Lugo (hg.vivosim.net:8002)

## 2 Who we are

'VivoSim' defines both the social website/app and also a virtual online world consisting of one or more locations that provides hypergrid connectivity with other virtual worlds. The VivoSim grid is the home grid for development and supply of the VivoSim edition of the SatyrFarm simulator system.

VivoSim is currently managed & maintained by Punya ([punya.co.uk](http://punya.co.uk)) on behalf of VivoSim.

The words 'we', 'us' and 'our' may be used in this document to refer to VivoSim as described above.

## 3 Policy acceptance

Your participation in VivoSim and use of the VivoSim virtual worlds and any other associated applications is voluntary. If you disagree with any part of these terms of service you should discontinue your interaction with VivoSim.

You can delete your VivoSim account at any time from the website. Note that deleting your account will also irrevocably delete any stored settings such as HUD currency, points etc.

## 4 Aims of this agreement

We are creating a safe place for people to meet, discuss, create, play, socialise, organise and otherwise connect with others around the globe. Activity that happens on VivoSim reflects the diversity of a community of people communicating across numerous countries and cultures. We recognise how important it is for VivoSim to be a safe place where you feel empowered to communicate and express yourself, and we take our role in keeping abuse out of VivoSim seriously, which is why this terms of service has been put in place.

We therefore ask that to be a member of VivoSim, you agree to read, understand, and accept to follow the terms laid out here, to help us all create a safe, open and welcoming spaces.

The intent of this document is to encourage expression in a safe non-judgemental environment and it is based on input from the queer community and is engrained in the following values:

- **Safety:** People need to feel safe to build community. We are committed to removing content that encourages real-world harm,

including (but not limited to) physical, financial and emotional injury.

- **Voice:** We are very much about welcoming and embracing diverse views. VivoSim aims to be a non-judgemental adult space. This means it is okay for members to use content or to engage in conversations that some may find challenging or even offensive. It is your responsibility as a member of VivoSim to be aware of the content and theme of any places you visit or groups you join. If you find content objectionable, you may simply leave the location. VivoSim follows the three rating system for all parcels that give a guide to their contents:
  - General - No adult content
  - Moderate - Nudity and possibly mild adult content
  - Adult - Nudity, sexual activity and other adult content.
- **Inclusivity:** VivoSim welcomes all people that are aged 14 or over. VivoSim welcomes and aims to always accommodate adults with disabilities.

Everyone plays a part in the care of keeping VivoSim a safe and respectful place. We ask all to share responsibly and to let us know when they see something they feel may breach the terms of service. You can do this via the website or reporting direct to the VivoSim office on Mintor or Lugo.

You can also block avatars and if you own land, you can control access to it. If we feel that the terms of service have been broken, depending upon the form that takes and the person's history with VivoSim, different actions may be taken.

As an example, we may warn someone for a first breach, but if they continue to breach our policies, we may restrict their travel within VivoSim, or disable their profile. We may also notify law enforcement when we believe that there is a genuine risk of physical harm or a direct threat to public safety. The terms of service, which we will continue to develop over time, serves as a guide for how to behave on VivoSim. It is in this spirit that we ask members of the community to follow it.

## 5 Membership

Membership of VivoSim is free and open to all that are age 14 years or over.

## **5.1 Removal**

We aim to only exclude people if they violate the VivoSim terms of service and it is felt that removal from VivoSim is the only recourse in order to protect the safety and integrity of VivoSim.

## **6 Points & Virtual currencies**

VivoSim operates one or more point systems that are intended to add various 'fun' features to the website and virtual worlds.

All points represent a limited, non-transferable, non-exclusive license to allow use of certain features of VivoSim related products and services for personal use, and do not represent a property interest of any kind and also have no value in any real currency.

Any unusual activity around the use of any points system offered by VivoSim will be investigated and if found to be deliberate intent to 'play unfairly' may result in the users account being barred from further participation with those systems.

### **6.1 Points as Currency**

VivoSim may offer one or more points systems that effectively act as virtual currency. This virtual currency is only useable within the parameters of the particular virtual system and is not returnable, exchangeable, or refundable, either for real currency or for real goods and services.

In the future, should VivoSim choose to offer ways to purchase virtual currency/points for real currency, there is no method by which the virtual currency can be cashed out back to real currency.

## **7 Guidelines (Do's & Do not's)**

The following guidelines are intended to assist you both in terms of what content you add to VivoSim and the content you may see here.

### **7.1 Do not's**

- Do not engage in any practice that is not in keeping with the specified fair 'playing' of any grid or group.

- Do not share any material that is known by you to be harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, libellous, or invasive of another's privacy.
- Do not share anything that promotes hate, racism, homophobia, transphobia, misogyny, bigotry, hate speech, violent behaviour, or otherwise directly attacks others.
- Do not share other peoples private conversations, photos/images or other information, such as "outing someone", without their permission.
- Do not share intellectual property owned by other people without their express permission.
- Do not stalk or otherwise harass another person/avatar.
- Do not impersonate another person or avatar, unless as part of a mutually consensual fantasy or role play scene.
- Do not promote or provide instructions or information about how to engage in violent crime, theft, fraud, or non-consensual physical harm or injury.
- Do not 'spam' others with unwanted or unsolicited advertising of products or services or junk (e)mail, scams, chain letters etc.
- Do not "harvest" information or personal data about VivoSim members, including trying to discover a member's real world identity if hidden.
- Do not attempt do actively disrupt the workings of VivoSim or corrupt any data held by VivoSim. This includes attempting to use such methods as computer viruses, malware, denial of service attacks or repeated posting of large amounts of data.

## **7.2 Do's**

- Play 'for the fun of it'. There are no 'awards' apart from those of self achievement!
- Debate and discussion can be "lively", but it should also be respectful. "I totally disagree with you"... is okay, but name calling, hurling abuse, etc., is not okay.
- Speak "from the heart" whenever possible if it makes sense to do so. Speak using 'I' statements ("I feel that...") rather than 'we' unless you are actively speaking on behalf of others with their agreement for you to represent their views.

- Avoid excessive swearing or making obscene or vulgar comments.
- Respect that English is not the first language for many people. Sometimes a word or phrase may be used that can be interpreted/understood in different ways. If you are not sure of the meaning or the intent, always gently ask for clarification.
- You may debate or advocate for the legality of criminal activities, as well as address them in a satirical or rhetorical way.
- Intellectual debate about certain topics may be permitted, even if a topic is otherwise not allowed as per the Do not's section above.

## 8 Safety

We ask you to read the tips and information below, and strongly urge you to follow these guidelines in the interest of your personal safety and well-being. However, you are always the best judge of your own safety, and these guidelines are not intended to be a substitute for your own judgement.

Since others may abuse their membership, we have systems in place for you to report members and content and to block members. Although we will investigate all reports, we may not be able to share the outcome with you in some cases due to data protection laws.

Take the time to get to know others you meet in VivoSim and take reasonable precautions around divulging personal information in all interactions with other members.

If you decide to meet in the real world, it is recommended for the first time to meet in public place and let someone else know the contact information for the other person(s) as well as the details about the meeting time and location etc.

If you need help, support or advice pertaining to physical or sexual assault there are many organisations worldwide that may be able to help you.

Do not send funds or share identity card numbers, credit card numbers, bank account details, etc., with anyone who you don't know, without first verifying their identity and purpose.

# 9 Copyright

In general, the person who created an original work is the owner of the copyright in it. For example, if you create a painting, you likely own the copyright in that painting. Similarly, if you take a photo, you generally own the copyright in that photo. If however you appear in a photo, that doesn't give you copyright to it. Similarly, if you photograph or paint a view (of something or somewhere) you don't have the right to prevent others from doing the same. Anything you create as part of your regular job responsibilities may legally make your employer the "author" of that work for copyright purposes (this should be covered in your work contract). If you're not sure about the extent of your copyright in an original work, you may want to seek legal advice.

If You believe in good faith that materials hosted on VivoSim infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed or access to it blocked.

The notice must include the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the VivoSim Sites are covered by a single notification, a representative list of such works);
- (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on the VivoSim locations.
- (d) the name, address, telephone number and e-mail address (if available) of the complaining party;
- (e) a statement that the complaining party has 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; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If You believe in good faith that a notice of copyright infringement has been wrongly filed by VivoSim against you, then you should contact VivoSim by E-mail: [admin@VivoSim.net](mailto:admin@VivoSim.net)

For all content that you have copyright to, the copyright and ownership continues to belong to you when used anywhere in VivoSim.

You agree not to use or redistribute any content that you do not have the rights or permissions to distribute or share. If you are not sure if you have the right, you should not use until you have confirmed such rights.

## **10 Moderation and Mediation**

The VivoSim moderation and mediation process has two tracks:

- For interpersonal conflicts between VivoSim members.
- For content that could cause legal issues and VivoSim policy violations, potentially affecting the ability of VivoSim to continue operations.

### **10.1 Mediation of interpersonal conflicts**

As a user, if you are concerned about an interpersonal conflict or anything in VivoSim, please in the first instance contact the owner or creator. By creating content in VivoSim, you agree to take responsibility for moderation and mediation for that item or event.

The moderation of any content should be done in the spirit of these terms of service. Whenever possible, anyone performing moderation should explain the reason for any action taken to any VivoSim member affected. Moderators may suggest a "cooling off" period for a temporary break in some discussions.

For interpersonal conflicts, the owner may establish a mediation process designed to resolve the interpersonal conflict. The mediation process could involve mediators, including mediators chosen by the VivoSim members involved in the interpersonal conflict.

If a VivoSim member repeatedly violates policies then a moderator may ban that member from a particular location.

Please remember that, if you don't like what's happening in any particular VivoSim location you can always leave



## **10.2 Legal issues and VivoSim policy violations**

Any VivoSim member may report a legal issue or a VivoSim policy violation via instant message, direct to an administrator or via the posting system at the Mintor office.

The VivoSim administrators will receive reports of legal issues and policy violations and make a decision about how to handle the issue, which may include member warnings, deletion of content, and/or account removal. The VivoSim administrators act only for the safety of VivoSim members and the VivoSim community as a whole and based on legal issues as covered in these terms of service.

## **11 Privacy and security**

We have made a strong commitment and taken important steps to protect your personal data and to ensure transparency about how we handle your personal data, as described in the VivoSim Privacy policy.

### **11.1 Accounts and passwords**

As part of the registration process, VivoSim creates an individual website account for you with your chosen login credentials of a username and password. You also set the display name that others will see you by. Other users can not see your username.

Do not share your login credentials with others. If you suspect your password may be known to others, you should change it right away. You can do this from the Account tab on the Edit profile page at <https://VivoSim.net/profile/edit>

If you chose to save your VivoSim login credentials on the software you use to access VivoSim, it is your responsibility to ensure that others cannot login to VivoSim using your account.

## **12 Service level**

We aim to maintain a high level of service, however VivoSim is operated on a purely voluntary/non-profit platform at present and so we make no guarantees as to availability.

We have in place measures to monitor, back up and maintain all systems and data associated with the operation of the virtual world and website, however we do not accept responsibility for any

loss of data (including but not limited to inventory items, appearance, forum posting).

We will always endeavour to post notification of any work that may cause interruption of the services provided by VivoSim via the website and in world estate office.

## **13 Requests and complaints**

### **13.1 Contact VivoSim for complaints**

If you have any complaints, reports of abuse, copyright claims, privacy issues, or other policy violations, please email [abuse@VivoSim.net](mailto:abuse@VivoSim.net)

### **13.2 Contact VivoSim for feedback or support**

VivoSim welcomes any feedback on your experiences with our virtual worlds and website. We consider and do our best to respond to all feedback, although we cannot make a commitment to act on any particular feedback.

For general feedback and support requests, you may contact the VivoSim administrators by any of the following methods:

- Direct in world at the Mintor or Lugo office.
- By instant message in world to administrators / VivoSim group.
- Email to [admin@VivoSim.org](mailto:admin@VivoSim.org)

## **14 Other VivoSim policies**

Please take a few minutes to read the [VivoSim Privacy policy](#).