

Public and Accessible
Property Rental Agreement (Developed Land)
Info: legal@balanvi.com

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BY RENTING PROPERTY WITH BALANVI, YOU AGREE THAT YOU HAVE READ AND AGREED TO BE BOUND BY THIS PROPERTY RENTAL AGREEMENT, OUR LAND RULES AND THE [SECOND LIFE® TERMS OF SERVICE](#).

1 USE OF THE PROPERTY

1.1 You are permitted by the owners of Balanvi Luxury Estates, Balanvi Group (“we” or “us”) and its parent company and affiliated companies (collectively, “Balanvi Affiliates”) to access and use the property located at www.secondlife.com subject always to your compliance with these rental agreement terms the land rules and Second Life code of conduct (community standards and conditions, <http://secondlife.com/corporate/cs.php>).

1.2 The Property Rental Agreement is in addition to any Balanvi Luxury Estates terms and conditions applicable to products and services which you may access or purchase through Balanvi (“specific terms”) and are separate to any third party conditions applicable to products, applications and services which you may access or purchase through Balanvi or its affiliates. The Specific Terms may be posted from time to time in connection with such products and services. In case of any discrepancy between this rental agreement and the Specific Terms, the Specific Terms will prevail to the extent of the inconsistency.

1.3 In order to use Property you have rented from Balanvi Luxury Estates, you are required to register as an authorised user of www.secondlife.com . You must also have registered as an authorised user of www.balanvi.com . You must provide us (“Balanvi Luxury Estates”) with accurate and complete registration information about yourself and you must ensure your registration information is true and accurate at all times. It is your responsibility to inform us of any changes to your registration information by emailing us.

1.4 You must be 18 years or older to use or rent property from us. By registering and agreeing to rent a property, you represent and warrant that you are 18 and older and that you understand, agree to and comply with these specific terms.

1.5 You are responsible for the security and proper conduct of all visitors within the rented property and must take all necessary steps to ensure your property is secured from unauthorised people. You are responsible for all activities that occur within the property you rent.

1.6 You agree not to access private property or land owned by us without prior consent either from Balanvi Group (community or commercial land) or the tenant / resident (Private or rented

land).

1.7 If you lose access to your Second Life account in which you registered for your property under (Key account) you must contact us and satisfy such security checks we operate. We reserve the right to suspend access to the property if at any time we consider that there is, or is likely to be, a breach of security. We reserve the right, at our discretion, to require you to change any methods you access the property.

1.8 We have the sole right to approve or reject any resident's application to rent our properties. We retain all right, title and interest in the property and land.

1.9 Use of the property and our services does not include the provision of computer, telecommunications equipment, Internet service, or any other equipment or services. To use any Balanvi group Service you will need to provide your own Internet connectivity and appropriate telecommunication links. We are not liable for any telephone or other costs that you may incur to connect to or use the Website.

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1.10 All materials in the property (Excluding Visitor materials (as defined below)), including without limitation, all furnishings, scripting, sound, décor, images, logos, applications, structure, landscape or any other content within the properties (the "content"), and the selection, organisation, functionality, performance and the arrangement of the content or any part, are owned exclusively by Balanvi Luxury Estates and Balanvi affiliates or it's licensors and is copyright ©2012 Balanvi Luxury Estates, unless otherwise indicated. ALL RIGHTS RESERVED. The trade-marks, Trade names, logos, designs and other marks of Balanvi Luxury Estates and Balanvi affiliates, including without limitation, Balanvi Luxury Estates or Balanvi, are trademarks of Balanvi or Balanvi affiliates and may not be used without the prior written approval of Balanvi. ALL RIGHTS RESERVED. All other trademarks, trade names, logos, designs and other marks are the property of their respective owners. You agree to comply with any additional notices or restrictions contained within Balanvi owned Land.

1.11 We do not tolerate or encourage commercial infringement of our intellectual property and reserve our right to take action against any person who infringes our rights.

1.12 Providing that you are eligible to rent property from Balanvi Luxury Estates, you have paid the sufficient deed required, you are in compliance with this agreement and If your application is passed and sufficient privileges given, we grant you a limited, revocable licence (without the right to sublicense any of the following rights) to access and use the Property and land designated to you by Balanvi Luxury Estates. You must not access land owned by Balanvi unless you are a natural person. The property is for your personal and noncommercial use only, and you agree to act in compliance with all laws and regulations in which may apply to your use of the property, as

well as any rules, guidelines or code of conduct required by Balanvi Luxury Estates to be complied with when using the property. Any use of the Property, content or land in whole or in part for any other purpose is strictly prohibited and may: (i) result in us exercising our right to terminate your tenancy under this agreement; and/or (ii) determine that you are in breach of applicable laws (including a violation of trademark and copyright laws) and/or subject you to civil and/or criminal liability. The licence is revocable at any time with the need to provide at least three weeks' notice.

1.13 You may not attempt to obtain unauthorised access to Balanvi Luxury Estates or any Balanvi affiliate's computer systems or database records.

2 USES OF THE PROPERTY AND COMMUNITY

2.1 The property contains instant chat capabilities to enable you to talk to other residents, and note systems to which you submit messages and material for publication. You agree to use these features of the Property only to post, send and receive messages and material that are polite, comply with the requirements of this rental agreement, Land rules and the Second Life® community guidelines and terms of service.

(<https://secondlife.com/corporate/tos.php?lang=en-US>). You are solely responsible for information, feedback, community interactions, photographs, messages or other materials that you post or otherwise provide within the Property or its land ("resident material") and the consequences of posting your resident material within the rented land or property. In particular, but without limitation, you agree when using these features within the property and/or land, you will not:

2.1.1 Use these features of the property in connection with contests, pyramid schemes, chain letters, junk mail, or distribute unsolicited email to others for commercial use or otherwise;

2.1.2 Defame, abuse, harass, stalk, threaten, make racially, ethnically or otherwise objectionable comments, or otherwise violate the security, safety and/or legal rights (such as rights of privacy and publicity) of others;

2.1.3 Publish, post, upload, distribute or disseminate any material or information which: (i) is inappropriate, profane, defamatory, infringing or unlawful topic, name, material or information (including but not limited to material and information which may perpetuate hatred against any person or group or having the likely effect of causing harm or offence); (ii) is a false statement about a person or their property or business which is actuated by malice and may cause financial harm to that person; (iii) is misleading or deceptive; (iv) is a breach of confidence or an invasion of a person's right to privacy; (v) may cause us to breach, or be involved in a breach of law, a code or an instrument which governs our conduct; (l) otherwise infringes any person's rights;

2.1.4 Upload files that contain software or other material that infringes any person's intellectual

property rights, including copyright or trademark rights (or by rights of privacy or publicity) unless you own or control such rights or have received all necessary consents to do the same;

2.1.5 Upload or transmit files that contain, or otherwise intentionally release or disseminate, viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar disruptive or corrupt software or programs that may damage the Website, its Contents or the operation of another's computer or property of another;

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2.1.6 Advertise, promote, or offer to sell or buy any goods or services provided by Balanvi for any business purpose;

2.1.7 Download any file posted by another resident of a property, chat function or message board that you know, or reasonably should know, cannot be legally distributed;

2.1.8 Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;

2.1.9 Restrict or inhibit neighbours from using and enjoying their properties, chat functions and message boards or other communication methods;

2.1.10 Violate any code of conduct or other guidelines which may be displayed on the land plot for any particular feature or service;

2.1.11 Harvest or otherwise collect personal information about other individuals (by use of robots, scraping, data mining or any other methods), including email addresses or screen names for the purpose of sending unsolicited emails or other communications or for exchange, or post personal information about another individual;

2.1.12 Violate, or encourage others to violate, any laws or regulations or the legal rights of another individual or incite, encourage or condone terrorist activity;

2.1.13 Create a false identity that implies you as a member of the Balanvi or Affiliates staff team;

2.2 Balanvi Luxury Estates and Balanvi Affiliates have no obligation to monitor resident chat or message content in the property or its land. However, we reserve the right to review materials posted to notes, chat functions and message boards or any other interactive Balanvi messaging service if we believe there to be/or could be a breach of Rental contract, and to remove resident materials at our sole discretion with at least one week's notice prior to removal.

2.3 Balanvi reserves the right at all times to disclose any information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, at its sole discretion.

2.4 At certain rare moments a sim might exceed its available resources due to high volume prim fluxuation and unauthorized user usage. You understand and accept that these events could happen and you must allow us responsible time to resolve any issues within our capabilities.

3 RENT GUARANTEE

3.1 We offer online services and products that, unless otherwise stated, incur costs that are payable to Balanvi Luxury Management Group or affiliates.

3.2 All virtual property you rent will be held on Second Life® (©Linden Research, Inc.)'S servers and you may access them when you visit Second Life®, Subject always to your compliance with this Rental Agreement and Second Life® terms of service.
(<https://secondlife.com/corporate/tos.php?lang=en-US>).

3.3 The method of rent payment shall be at the sole discretion of Balanvi from time to time. Balanvi will offer you the rented property and accompanying land once you have made payment and/or agreed to a payment date in which you will be required to submit funds to Balanvi Group international or Affiliates. Not submitting promised amounts will be placed as an "owed balance" onto your account with us, and we then reserve the right to evict

you and reclaim access rights to the Property. You will receive formal notice from an agent in which will confirm consequence for non-payment and, at our sole discretion, limit and/or revoke license under this agreement.

3.4 In the event you purchase services and/or promise payment for a service from Balanvi via either our website or through Second Life® Client or website, including without limitation any third party service agreements, then from the moment these services and/or property is made available, except to the extent required by applicable legislation, you shall have no right to reject or council the services other than pursuant to this Rental Agreement or any additional terms published with the offer of services. This provision shall not affect your statutory rights.

3.5 Unless otherwise indicated, All amounts are stated and payable in United States Dollars (\$) or USD) or Linden Dollars (L\$).

3.6 Rent is residing tenant's regular payment to Balanvi Luxury Estates or Affiliates for the use of the Property and land. The amount, is not set, and may be subject to change. However, amounts will be indicated prior to acceptance of your payment and/or promise of payment(s).

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3.7 Payments of rent will be made weekly or monthly, and indicated as required before acceptance of your payment you must agree to the payment of the product price (rental amount) every rental week (Seven days) or rental month (thirty days).

3.8 Balanvi does not accept liability for costs incurred by third party contractors, for which you or another resident has requested service(s) from. You are hereby fully responsible for costs, damages, actions and breach of this Rent agreement by any person or service you contract, hire or otherwise request services from for which are used with or on the property/land you rent.

3.9 It is solely your responsibility to ensure you pay your rent on the times and dates you agreed. If there is an issue in paying the amount due on the times agreed to you are required to contact us immediately.

3.10 It is at our sole discretion to approve, validate or accept your reasons for non-ability to pay on the promised times and dates. It is also our right to allow or disallow further services provided to you based upon your reason if it is viewed to affect your future ability to pay the amounts due or if your reason would be proven beyond your natural control to make the due payment on time.

3.11 We reserve all right, but no obligation to extend the date your payment is due, and if written approval from the Balanvi or Affiliates Management the amount due may be dissipated, moved to a later date, transferred to another account or otherwise ratified and/or reduced.

3.12 Rent or any payment submitted to Balanvi is not refundable. This includes situations where you don't like it, decided you can't afford it or found it cheaper somewhere else. Existing tenants can have rent tier transferred to another unit owned and operated by Balanvi Luxury Management Group.

3.13 In the event a user becomes belligerent towards Balanvi, its owners, staff or community members we hold the right to remove and or ban you from the community.

3.14 BY SUBMITTING PAYMENT/ACCEPTING SERVICES YOU AGREE TO THE RENT GUARANTEE AGREEMENT AND YOU WARRANT TO THE PAYMENT OF THE FULL AMOUNT DUE PER RENTAL COLLECTION DATE INDICATED ON THE AGREEMENT. YOU HEREBY ACCEPT THAT FAILURE TO MAKE FULL PAYMENT ON THE AGREED RENT COLLECTION DATE'S WILL AUTOMATICALLY INVALIDATE YOUR LICENSE UNLESS SECTION 3.10 OR/AND 3.11 OF THIS AGREEMENT IS PURSUED.