

Copyright 2010: A Second Life or Death?¹

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I. Introduction

MMORPGs, MMOGs and Virtual Worlds are all different forms of online interactive spaces which take a user into a distinctive place. Massively Online Multiplayer Role Playing Games (MMORPGs), Massively Multiplayer Online Games (MMOGs) and Virtual Worlds whilst sharing some characteristics also have differences. These differences usually relate predominantly to whether or not a particular environment is scripted; i.e. whether or not a user is obliged to complete certain tasks and challenges in order to progress in the environment, or whether the user is free to wander and do as he pleases, as would typically occur in an unscripted platform. Despite this, there has to date, been no standard definition. A commonly agreed upon definition of MMORPGs and Virtual Worlds is lacking. Commentators however do seem to agree upon various characteristics of MMORPGs and Virtual Worlds. The leading suggested definition of MMORPGs has been produced by Mark Bell:

“A synchronous, persistent network of people, represented as avatars, facilitated by networked computers.”³

Such online interactive platforms are hugely popular, both in the UK and the USA, and also in the Far East. Recent figures for subscriber bases indicate that *Blizzard's World of Warcraft* is the most popular online game in history, with a subscriber base of 12 million people worldwide.⁴ This is just one game; other games that reached over 1 million subscribers include Lineage, Lineage II and Aion.⁵ This is just a small snapshot of the games available; there are dozens of other similar games available that are not as popular. This sole example shows that the worldwide market for online gaming is larger than the market for films.⁶ Many users engage with online platforms as part of a social experience. Others subscribe as a way to supplement their income. Whatever the reason, online games and virtual worlds now have a significant market presence.

Given the large numbers of people engaging in, and subscribing to online games and virtual worlds, it is not particularly surprising that disputes are beginning to appear before the courts. In other jurisdictions, disputes are more prevalent, with South Korea even establishing a dedicated police team to deal with virtual disputes.⁷ In the US too, there is more of a case history than in the UK, with litigation being commenced against platform developers in relation to their actions,⁸ and the actions of users.⁹ In the UK, there have not been any examples of litigation relating to online games and worlds as yet. However, earlier this year, virtual property was judicially recognised in the UK for the first time.¹⁰

In Exeter Crown Court in February 2011, Mitchell was convicted of four counts of computer misuse relating to the hacking of Zynga accounts and stealing Zynga gold.¹¹ Mitchell stole virtual chips using fake Facebook

¹ First presented at the Fourth International Conference on Information Law (ICIL) 2011, University of Macedonia Thessaloniki, Greece, May 21.

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³ M Bell, ‘Toward a Definition of Virtual Worlds’ JWResearch 1(1) 2008

⁴ Blizzard Entertainment, ‘World of Warcraft subscriber base reaches 12 million worldwide’ (Blizzard Entertainment Press Release) 7 October 2010, available online: <<http://us.blizzard.com/en-us/company/press/pressreleases.html?101007>> accessed 9 March 2011

⁵ I van Geel, ‘MMOData Charts v3.2’ (MMOData.net) 25 December 2010, available online: <<http://mmodata.net>> accessed 9 March 2011

⁶ Department for Culture, Media and Sport, ‘Skills Review of Video Game and Visual Effects Industries’ (DCMS News) 1 February 2011, available online: <http://www.culture.gov.uk/news/news_stories/7754.aspx> accessed 13 March 2011

⁷ BBC News, “Game theft” led to fatal attack (31 March 2005) available online: <<http://news.bbc.co.uk/1/hi/technology/4397159.stm>> accessed 13 March 2011

⁸ *BlackSnow v Mythic Interactive Inc* No 02-00112 (C.D. Calif.) [2002]; *Bragg v Linden Research Inc.* (487 F.Supp 2d 593 E.D. Penn) (2007)

⁹ *Hernandez v Internet Gaming Entertainment*, U.S. Dist. Ct. Southern District of Florida, Case No:07-CIV-21403-COHN/SELTZER [2007]

¹⁰ Herald Express, ‘Zynga hacker faces jail for \$12 million theft’ available online: <<http://www.thisissouthdevon.co.uk/news/HACKER-ADmits-STEALING-12m-POKER-CHIPS/article-3170994-detail/article.html>> accessed 20 February 2011.

¹¹ ibid

accounts.¹² Zynga produce a number of social games that are designed for use on social networking sites such as Facebook.¹³ This gold was then exchanged for real currency. Mitchell was essentially making a real world profit from his virtual world theft. Mitchell was found guilty, and in the judgment, the court judicially recognised virtual property can exist and that rights can accrue to it. This is a significant development in the UK because it suggests that courts are willing to recognise that people can have property rights and remedies for objects and gold in online games regardless of what EULAs¹⁴ state.

II. MMORPGs and Copyright

2010 saw the 300th anniversary of the birth of copyright. In those 300 years, copyright has developed to afford protection to a multitude of media including but not limited to music, literary works and computer software. Online games are included within the category of software, and are therefore protected by copyright in England and Wales. Copyright is one right that applies to a multitude of different works. However, can one right continue to protect such a vast spread of media in the digital age?

The computer software categorisation and all that it implies continues to challenge copyright protection, particularly in light of the digital media and accessibility of materials in an electronic format. In the UK, there are three main areas in need of substantial investigation regarding online games:

1. The protection given to computer software
2. The protection given to in-game property developed by MMORPG users e.g. characters or avatars, game objects e.g. swords, houses, land and the rights associated with that property, and;
3. Whether copyright remains the most suitable protective mechanism for these media in light of the digital age when considered in light of the amount of illegal downloading, virtual property theft and software piracy.

The protection that computer programs benefit from arises under the Copyright, Designs and Patents Act 1988. This Act protects computer programs in a *sui generis* manner as literary works.¹⁵ The literary works categorisation protects the code of the program rather than the program in its entirety. That is not to say however, that other copyrights cannot arise in a program. Computer software packages for example will often benefit from other copyrights such as graphic and musical copyright protection in addition to the literary protection.

The statutory protection of computer programs is a relatively recent legal development when compared to the length of copyright's existence. Copyright arose in 1710 with the Statute of Anne¹⁶ that afforded protection to printed works at the time when the printing presses were making the printed word readily available.¹⁷ Computer program copyright did not become officially recognised until the Copyright (Computer Software) Amendment Act¹⁸ was enacted; granting protection to computer programs by amending the 1956 Copyright Act. Since then, computer programs have benefitted from copyright protection.

The fundamental notion of copyright is that it protects the expression of an idea rather than an idea itself¹⁹ i.e. copyright protects the literary code of a computer program rather than the idea behind a computer program. Otherwise, that would give rise to a monopoly situation and would, in the realm of computers, mean that there would only be one word-processing program for example. Computer programs benefit from protection but copyright does not act as a patent-style mechanism over software.

¹² T Brewster, ITPro, "British Hacker jailed for two years" 21 March 2011, available online: <<http://www.itpro.co.uk/632056/british-zynga-hacker-jailed-for-two-years>> accessed 26 May 2011

¹³ Zynga, "FactSheet – About Zynga" available online: <<http://www.zynga.com/about/facts.php>> accessed 27 May 2011

¹⁴ End User License Agreements; hereafter EULA

¹⁵ s3(1)(b) Copyright Designs and Patents Act 1988

¹⁶ Intellectual Property Office, 'The History of Copyright' <<http://www.ipo.gov.uk/types/copy/c-about/c-history.htm>> accessed 20 February 2011.

¹⁷ ibid

¹⁸ Copyright (Computer Software) Amendment Act 1985

¹⁹ B Brown, 'The Idea / Expression Dichotomy and the Games People Play' [1995] EIPR 259

Given the current state of protection, and the challenges posed by technology, it is time to consider whether copyright, which is a three hundred year old legal mechanism, remains the most appropriate and best suited notion to afford protection to online and digital technologies. What is of greater concern, is not just what needs to change in order to protect digital materials now, but how the law can remain flexible enough to protect the technologies that are yet to be made publicly available. New applications of existing technology are placing additional strains on copyright, at the very time it is searching for stability.²⁰

The law protects only the programming code but a computer game for example is so much more than just the code. Despite this however, is it really practical to protect various elements of a program with different copyrights instead of having one overall right to protect the program in its entirety? Such an alternative would arguably make more sense, especially in the digital environment where programs can be perfectly copied in their entirety in a matter of minutes, and spread worldwide via the internet.

A second important aspect to consider when dealing with computer programs and software is that it is not just the whole piece of software that is at risk. With MMORPGs, the in-game property is also vulnerable to theft, damage or infringement.²¹ Avatars, virtual wealth and even virtual homes and businesses are at risk in virtual interactive environments, and protection needs to be forthcoming for these items. In addition to that, game accounts and all that they encompass can also be vulnerable to scams and even theft. Increasingly, virtual disputes are spilling over into real world courts.²² This indicates that games are no longer a niche area, but are moving into the mainstream entertainment arena and accordingly, action needs to be taken to reconsider the application of real world mechanisms when dealing with virtual problems, and their suitability to do so.

If there are virtual world businesses,²³ virtual homes and communities within virtual worlds,²⁴ surely it is time to implement a virtual system of regulation and enforcement? This might go against the widely-held belief that the internet is a lawless place,²⁵ but when users bring their disputes into the real world, they bring regulation and enforcement into the virtual world. The question that must be posed is, whilst virtual disputes are brought into real world systems for resolution, are the real world systems adequate for dealing with the virtual problems, or should changes be made?

It is a persuasive argument that different rules should apply to the virtual environment because it is by its very definition, completely different to that of the real world. Copyright is being stretched and pulled in a direction that is very different to that of the underlying historical principles which formed the basis of copyright law in England and Wales. It is even being stretched in a way that the legislation never really envisaged.²⁶ The speed of technological developments suggests that the law is not in a position to adapt much further whilst remaining an effective tool – it needs some help!

It is therefore clear that MMORPGs are software, and as such they are afforded protection under copyright law by virtue of the CDPA 1988. Whilst they receive protection from copyright, this is far from ideal, especially given that just one online game is made up of more than just game code, and there are often multiple copyrights that form one game. However, this is just one problematic aspect of the law relating to online games. Other problematic areas relate to property rights in virtual interactive environments. The related difficulties concern the ownership of rights such as copyright that arise in in-game items and objects, but also encompass complex questions relating to the ability of users to sell game items and game accounts, and who owns the property and intellectual property rights. The ownership of intellectual property and other rights is governed by the End User License Agreements which each user is required to assent to in order to access the game or virtual world of their choice.

²⁰ A Christie, 'Reconceptualising Copyright In The Digital Era' [1995] EIPR 522

²¹ And not always from other game users; as the case of the "Zynga Hacker" demonstrated; S Morris, 'British hacker jailed over £7m virtual gaming chips scam' (The Guardian) 18 March 2011

<<http://www.guardian.co.uk/technology/2011/mar/18/hacker-jailed-gaming-chips-scam>> accessed 20 March 2011.

²² Some examples include: *Bragg v Linden Research Inc.* (487 F.Supp 2d 593 E.D. Penn) [2007], *Hernandez v Internet Gaming Entertainment*, U.S. Dist. Ct. Southern District of Florida, Case No:07-CIV-21403-COHN/SELTZER [2007], *MDY Indus., LLC v. Blizzard Entertainment, Inc.*, 2010 WL 5141269, 97 U.S.P.Q.2d (BNA) 1001 (9th Cir. Dec. 14, 2010).

²³ E.g. Eros Sex Beds business in *Second Life*

²⁴ E.g. the community of Luskwood in *Second Life*

²⁵ V Mayer-Schonberger, 'Impeach the Internet' (2000) 46 Loy L Rev 569; 577

²⁶ J Perritt, 'Protecting Technology over Copyright: A Step Too Far?' [2003] Ent L Rev 1

III. EULAs

End User License Agreements – EULAs – are the dominant regulatory mechanism favoured by online platform providers. These documents are contractually binding agreements²⁷ which users are obliged to agree to before they are entitled to gain access to their particular online game or virtual world of choice. Essentially, EULAs are click-wrap adhesion contracts;²⁸ they are offered to users on a take it or leave it basis. The users will be unable to access a particular game or world if they have failed to agree to the EULA when it was presented to them.

EULAs are contractual documents that impose binding obligations between the platform providers and each individual user. The EULAs do not impose direct legal relationships between user A and all other users. In essence, the EULAs are one to one contracts rather than one too many. Given that the EULAs are the dominant regulatory mechanism favoured by developers, and given that they fail to impose direct legal obligations between users, there is a potential anomaly for users. If user A has a dispute with user B, user A cannot seek to rely on the contract to enforce his rights. This is because the EULA is between the user and the developer rather than a user and all other users. This position may of course be changed by the addition of other contractual-style documents such as Terms of Service Agreements or Game Rules. However, these are rarely given the same status as the EULA, and it is often the EULA which requires consent first.

The default position in most MMORPGs is that the developers retain all rights and intellectual property that arise from interaction and game-play under the terms and conditions of the EULA. There are exceptions to this; - as there always are in law - the most well-known example being *Second Life*. *Second Life* is a virtual world rather than a MMORPG and is therefore an unscripted environment that actively encourages users to get involved in creating their surroundings. *Second Life* even promises users that they own everything that they create in their virtual environment.²⁹ The process of generating objects and items within *Second Life* is known as 'scripting.'³⁰ Scripting gives users the opportunity to develop items and objects and then set access levels to them. The items can be made freely available, locked to a certain area and or sold in the *Second Life* market to other users.³¹ This is different to the default position that exists with most MMORPGs because many of the most popular online games require users to agree to express waivers of rights and intellectual property rights when consenting to the EULA.³² Some online games even require users to agree to waive their rights to material that is created outside of the game and then uploaded into the game environment.³³

The contents of the typical EULA deprive users of potential rights that they may have in property and virtual goods that they interact with and use as part of their game play.³⁴ In requiring users to agree to waive their rights to intellectual and other property rights, platform providers are essentially depriving their users, and instead seeking to protect their own interests without consideration for their users' interests. In addition to depriving them of the potential ownership rights, developers are also depriving users of the potential to challenge other users. If the EULAs did not require users to consent to deprivation of rights and intellectual property, if user A designs a particularly distinctive avatar he or she may seek to ensure that their avatar remains distinctive. In the real world, such a distinctive design may be protected by copyright or even trademark protection. In the virtual environment however, the users are contractually restricted from seeking protection for their virtual items.

²⁷ B Glushko, 'Tales of the (Virtual) City: Governing Property Disputes in Virtual Worlds' Berkley Technology Law Journal, Vol. 22, No. 507, 2007. Available online: <<http://ssrn.com/abstract=1458547>> accessed 1 February 2011

²⁸ *Bragg v Linden Research Inc.* (487 F.Supp 2d 593 E.D. Penn) [2007]

²⁹ Second Life EULA Agreement, Clause 7.1, 15 December 2010, available online: <<http://secondlife.com/corporate/tos.php#tos12>> accessed 20 February 2011

³⁰ Second Life, 'LSL Portal' (18 March 2011) available online: <http://wiki.secondlife.com/wiki/LSL_Portal> accessed 13 March 2011

³¹ Second Life, 'Mesh/FAQs' (9 January 2011) available online: <http://wiki.secondlife.com/wiki/Mesh/FAQs#How_can_I_protect_my_intellectual_property_in_my_meshes.3F> accessed 13 March 2011

³² E Reuveni, *On Virtual Worlds: Copyright and Contract at the Dawn of the Virtual Age*, 82 Indiana Law Journal 261 [2007] 264

³³ *Lineage II* EULA, last modified April 2008, Clause 6(c), accessed 17 February 2011, <http://us.ncsoft.com/en/legal/user-agreement/Lineage-2-user-agreement.html>

³⁴ See below for examples

Consequently, users are unlikely to be able to protect their avatars from others who copy their appearance, resolve disputes relating to virtual gold or even sell their game accounts, duplicate items or avatars. Equally, given that users are not entitled to rights under the EULA, they are unlikely to be able to challenge other users who may agree to pay for gold or game items, accounts and avatars but do not pay once the items have been handed over. By the same token, given that most developers EULAs contain no reference to in-game dispute resolution mechanisms and impose no obligation on developers to provide some protection / forum for dispute resolution,³⁵ there is often very little users can do in the event of another user scamming them. The typical clauses concerning dispute resolution relate to disputes between a user and the developer rather than disputes between users.

IV. EULAs: Problematic Clauses

Whilst all virtual worlds and MMORPGs are accessed only once a EULA has been consented to, the EULAs for each online interactive space contain slightly differing terms and conditions. Nevertheless, there are many common features in a broad sense. The majority of EULAs contain clauses relating to users rights, IP rights, jurisdiction, applicable law, liability and termination. Whilst there are multiple issues that arise for each of these broad categorizations, the focus now will be on the IPRs and property rights of users.

Before examining two EULA clauses, it is significant to keep in mind that EULAs are binding contractual agreements between two parties and that despite this, the majority of users fail to read any or all of the contents for whatever reason. Studies³⁶ suggest that almost all users readily agree to the EULA without even a cursory glance through the contents. This may be due to the legalistic way in which such contracts are drafted. Equally, it may simply be the acceptance that if a user disagrees with the contents of a EULA, he will be unable to access the full environment, world or game without his full consent so in a sense, resistance is futile in the pursuit of game access. However, users are now beginning to challenge³⁷ the terms and conditions of EULAs in light of the disputes arising out of in-game interaction.

The EULAs of every virtual world and online game contain provisions relating to the ownership of rights arising out of interaction and game play. The precise terms and conditions are very platform specific, but they all generally follow a set pattern and employ standard terms. There are exceptions to this general rule; *Second Life* being the most popular and well known. To explore this issue in more detail, it is necessary to refer to the exact contractual terms of the games themselves – *EverQuest II* – and the most popular virtual world – *Second Life*.

EverQuest II EULA:

"We and our suppliers shall retain all rights, title and interest,"³⁸ including, without limitation, ownership of all intellectual property rights relating to or residing in the CD-ROM, the Software and the Game, all copies thereof, and all game character data in connection therewith. You acknowledge and agree that you have not and will not acquire or obtain any intellectual property or other rights, including any right of exploitation, of any kind in or to the CD-ROM, the Software or the Game, including, without limitation, in any artwork, music, character(s), item(s), coin(s) or other material or property, and/or any compilation or copyrightable arrangement of any of the above (collectively, "**Rights**"), and that all such property, material, items and Rights are exclusively owned by us - except solely as SOE may permit you to exploit Virtual Goods in connection with Live Gamer Exchange."³⁹

³⁵ Second Life EULA Agreement, Clause 12.1, 15 December 2010, available online: <<http://secondlife.com/corporate/tos.php#tos12>> accessed 20 February 2011

³⁶ Bakos, Yannis, Marotta-Wurgler, Florencia and Trossen, David R., Does Anyone Read the Fine Print? Testing a Law and Economics Approach to Standard Form Contracts (October 6, 2009). CELS 2009 4th Annual Conference on Empirical Legal Studies Paper; NYU Law and Economics Research Paper No. 09-40. Available at SSRN: <http://ssrn.com/abstract=1443256>

³⁷ E.g. some examples include: *Bragg v Linden Research Inc.* (487 F.Supp 2d 593 E.D. Penn) [2007], *Hernandez v Internet Gaming Entertainment, U.S. Dist. Ct. Southern District of Florida, Case No:07-CIV-21403-COHN/SELTZER* [2007], *MDY Indus., LLC v. Blizzard Entertainment, Inc.*, 2010 WL 5141269, 97 U.S.P.Q.2d (BNA) 1001 (9th Cir. Dec. 14, 2010).

³⁸ Emphasis added

³⁹ EverQuest EULA, Clause 8, 2 December 2008, available online: <http://help.station.sony.com/cgi-bin/soe.cfg/php/enduser/std_adp.php?p_faqid=12248> accessed 20 February 2011.

Second Life EULA:

"You retain any and all Intellectual Property Rights⁴⁰ in Content you submit to the Service.

You retain any and all Intellectual Property Rights you already hold under applicable law in Content you upload, publish, and submit to or through the Servers, Websites, and other areas of the Service, subject to the rights, licenses, and other terms of this Agreement, including any underlying rights of other users or Linden Lab in Content that you may use or modify."⁴¹

The express statements made by the developers of these two virtual platforms highlight the differences in approach adopted in relation to the rights that users have over the property that they create and use in virtual environments. The general approach is to include an express waiver in the EULA of all intellectual property rights. This means that when users simply click to agree to the EULA – which they cannot ignore if they wish to access the virtual platform – they are handing over their rights to the developers. In games, this argument has more strength and is more persuasive because of the nature of a game; it is persistent and goal-oriented.⁴² There is not a lot of scope for users to develop virtual items and add to the commons in MMORPGs.

However, such a position in a virtual world such as *Second Life* has less strength; largely because virtual worlds, whilst also being persistent are not goal-oriented. Moreover, they are usually reliant upon the users to develop them, add to them and create within them. With virtual worlds, there are no explicit goals that have to be met in order to progress and develop. In addition to this, *Second Life* provides tools for users to generate their own computer programming code, thereby producing additional virtual items that were not already in existence. This process of scripting⁴³ is far more creative and is actively encouraged by the mantra of Linden Research Inc – the developers of *Second Life*, which states users own the produce of their labour.⁴⁴

Essentially then, the critical difference between online games and virtual worlds relates to the ways in which contractual agreements with their users deprives those users of any potential property rights that may arise as a result of activity in the virtual platform. MMORPGs require users to expressly waive their rights. Virtual Worlds, *Second Life* in particular differs in this approach; purportedly granting users intellectual property rights. Whilst this is a step forward, it is not completely perfect. There are two types of property that can arise in virtual worlds and online games; intellectual property is one form. The other form of property that can arise from virtual environment interaction is virtual property. This is something other than intellectual property, although both are essentially intangible assets, and one can arguably stem from the other.

The EULAs tend to make explicit reference to intellectual property but not virtual property. However, it is likely that an object such as a virtual sword that is protected by a virtual property doctrine – to the extent one exists – would also be capable of intellectual property protection. If this was to be the case, then it is likely that users who could potentially own virtual property would be restricted as to what they could do with such property if they did not also own the intellectual property rights that also subsist in it.

V. Conclusion

In conclusion, the EULAs are restrictive for users and heavily favour the rights of developers, which is to be expected. However, the prevalence and number of people involved with online gaming⁴⁵ and virtual world

⁴⁰ Emphasis added

⁴¹ Second Life EULA, Clause 7.1. 15 December 2010, available online: <<http://secondlife.com/corporate/tos.php#tos12>> accessed 20 February 2011

⁴² M Bell, 'Toward a Definition of Virtual Worlds' JWResearch 1(1) 2008

⁴³ Second Life, 'LSL Portal' (18 March 2011) available online: <http://wiki.secondlife.com/wiki/LSL_Portal> accessed 13 March 2011

⁴⁴ Second Life EULA, Clause 7.1. 15 December 2010, available online: <<http://secondlife.com/corporate/tos.php#tos12>> accessed 20 February 2011

⁴⁵ World of Warcraft claims over 12 million subscribers, whilst other games claim over a million subscribers; Blizzard Entertainment, 'World of Warcraft subscriber base reaches 12 million worldwide' (Blizzard Entertainment Press Release) 7 October 2010, available online: <<http://us.blizzard.com/en-us/company/press/pressreleases.html?101007>> accessed 9 March 2011; I van Geel, 'MMOData Charts v3.2' (MMOData.net) 25 December 2010, available online: <<http://mmodata.net>> accessed 9 March 2011

interaction is now large enough to start challenging the power and dominance of the developers. The dispute resolution provisions, if not challenged and found to be unconscionable (as happened in *Bragg v Linden Research Inc*)⁴⁶ are inadequate and unsuitable. Furthermore, the majority of EULAs are not read – probably because of their legalese and length. Game Station's April Fool last year showed just how many users do not read EULAs.⁴⁷

Users are challenging the EULA stance that they have no rights.⁴⁸ This is clearly something that developers are unsure of. Developers require users to waive their rights, which expressly suggests that developers recognise users have rights in property; they just do not want them to be able to use such rights. The EULAs are lagging behind reality, and this is something that needs reconsidering as a matter of urgency.

The EULAs need reconsidering; as does the inter-reliance of contract and copyright law, neither of which is perfectly suited to protecting users' virtual property rights in virtual environments. It is time for a digital solution to a digital world problem, and that problem is not going away. The digital problem could yet prove to be something copyright cannot conquer. As Fitzgerald pointed out, "By 2010 we should be moving beyond the limited conceptual framework of copyright to a legal framework that looks more closely at the relationships any individual or entity has with information, knowledge, culture or creativity."⁴⁹ 2010 has been and gone but the limited conceptual framework remains, and that is alarming.

⁴⁶ *Bragg v Linden Research Inc.* (487 F.Supp 2d 593 E.D. Penn) [2007]

⁴⁷ OUT-LAW News, 'Nobody Reads Terms and Conditions: Its Official' (19 April 2010) <<http://www.out-law.com/page-10929>> accessed 20 April 2010.

⁴⁸ *Hernandez v Internet Gaming Entertainment*, U.S. Dist. Ct. Southern District of Florida, Case No:07-CIV-21403-COHN/SELTZER [2007]

⁴⁹ B P Fitzgerald, 'Copyright 2010: The Future of Copyright' [2008] EIPR 30(2) 48