



# *Electronic Contract, Virtual Property, and the God Paradox*

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- *Anti-Social Contracts: The Contractual Governance of Virtual Worlds*, forthcoming McGill L. J. (2008)
- *Virtual Property*, 85 B.U. L. Rev. 1047 (2005)

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# The Contract Supremacy Model of “God” Governance

- Basic Premise: Contract law cannot efficiently replace all other forms of law for virtual worlds, and attempting to do so is dangerous for the game “gods.”
- Three Examples (there are many more):
  1. “Griefing” and Contract
  2. Contract-based Criminal Law
  3. Virtual Property / Abolition of Private Property by Contract



# “Griefing” and the Social Contract



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# Contract-based Criminal Law

2                    MEANS BY WHICH THE OBJECT OF THE CONSPIRACY

3                    WAS TO BE ACCOMPLISHED

4            15. The object of the conspiracy was to be accomplished in  
5 substance as follows:

6                    a. In violation of the MySpace TOS, using a computer in  
7 O'Fallon, Missouri, defendant DREW and the co-conspirators  
8 registered as a member of MySpace, and obtained a MySpace account,  
9 under a fictitious name.

10                   b. In violation of the MySpace TOS, using a computer in  
11 O'Fallon, Missouri, defendant DREW and the co-conspirators used the  
12 MySpace account obtained under the fictitious name to obtain  
13 information from a juvenile MySpace member.

14                   c. In violation of the MySpace TOS, using a computer in  
15 O'Fallon, Missouri, defendant DREW and the co-conspirators used the  
16 information obtained over the MySpace computer system to torment,  
17 harass, humiliate, and embarrass the juvenile MySpace member.

# Abolition of Private Property Ownership

## End User License Agreement

Service to play the Game. The Terms of Use agreement governs all aspects of game play. You may view the Terms of Use by visiting the following website: <http://www.worldofwarcraft.com/legal/termsofuse.shtml>. If you do not agree with the Terms of Use, then (i) you should not register for an Account to play the Game, and (ii) you should contact Licensor's customer service at (800) 592-5499 to arrange to return the Game for a full refund of the purchase price within thirty (30) days of the original purchase. Once you accept the Terms of Use and register an Account, the purchase price of the Game will not be refunded to you if you choose not to continue the monthly subscription to the Service.

### 3. Ownership.

A. All title, ownership rights and intellectual property rights in and to the Game and all copies thereof (including, but not limited to, any titles, computer code, themes, objects, characters, character names, stories, dialog, catch phrases, locations, concepts, artwork, character inventories, structural or landscape designs, animations, sounds, musical compositions, audio-visual effects, storylines, character likenesses, methods of operation, moral rights, any related documentation, and "applets" incorporated into the Game) are owned or expressly licensed by Licensor. The Game is protected by the copyright laws of the United States, international copyright treaties and conventions, and other laws. All rights are reserved. The Game may contain certain licensed materials, and the licensors of those materials may enforce their rights in the event of any violation of this License Agreement.]

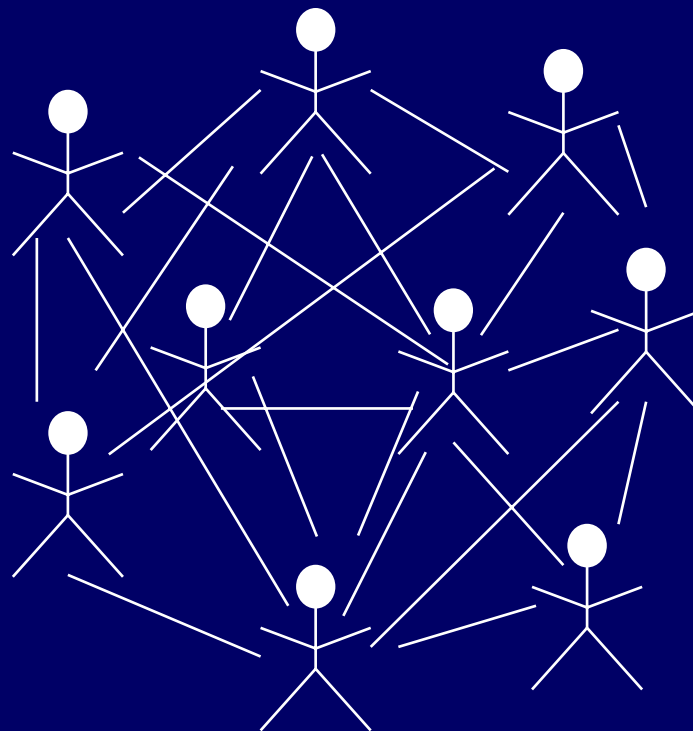
B. You may permanently transfer ownership of the Game and all parts thereof, and all of your rights and obligations under the License Agreement, to another by physically transferring the CD-ROM, all original packaging, and all Manuals or other documentation associated with the Game, and by removing from all of your home or personal computers and destroying any remaining materials concerning the Game in your possession or control, provided the recipient agrees to the terms of this License Agreement. The transferor (i.e., you), and not the Licensor, agrees to be solely responsible for any taxes, fees, charges, duties, withholdings, assessments, and the like, together with any interest, penalties, and additions imposed in connection with such transfer.

Accept

Decline



# Multilateral Legal Relationships

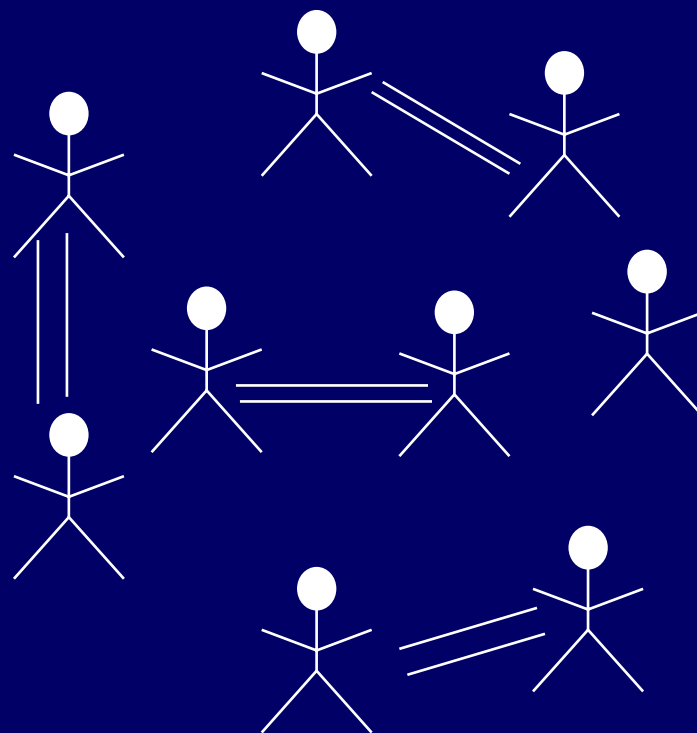


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# Contractual Legal Relationships



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# Graph of In-World Relationships

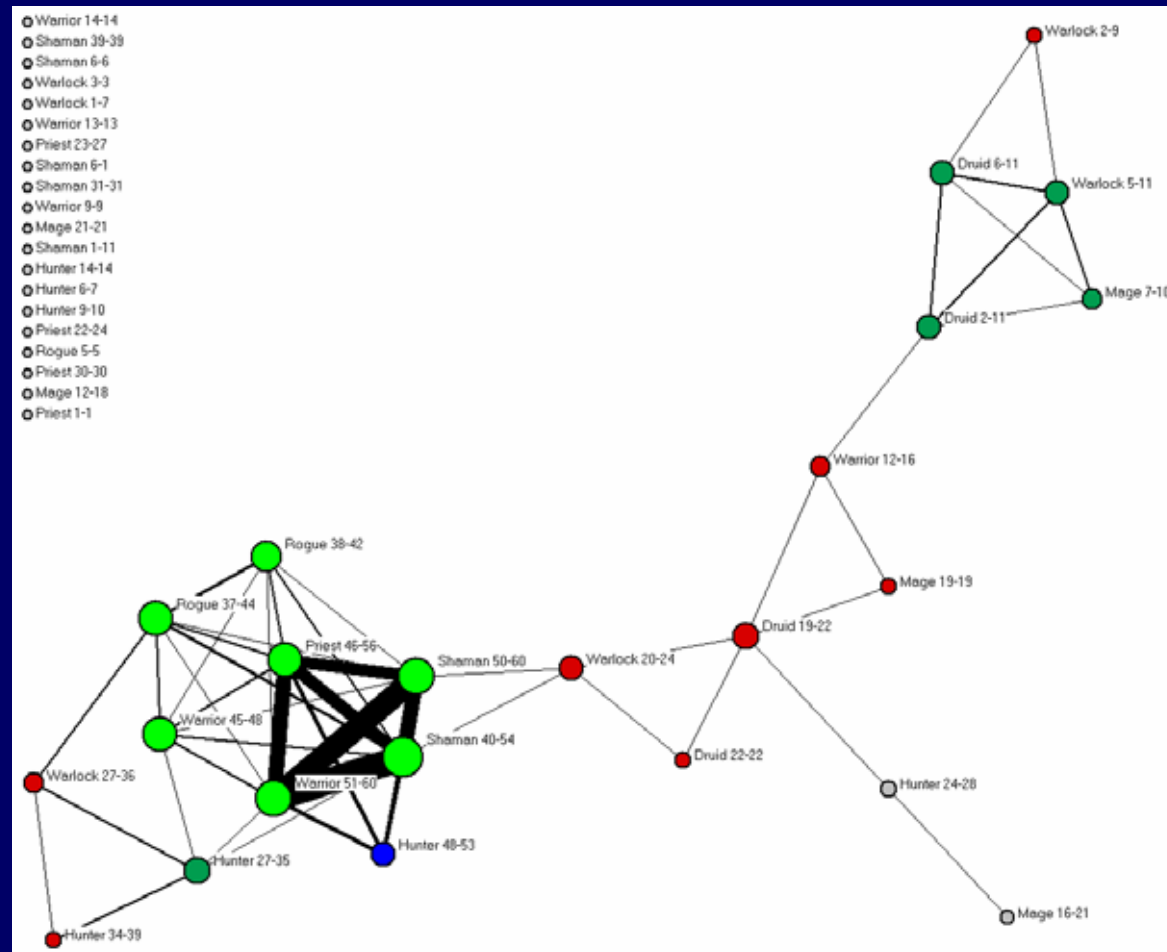
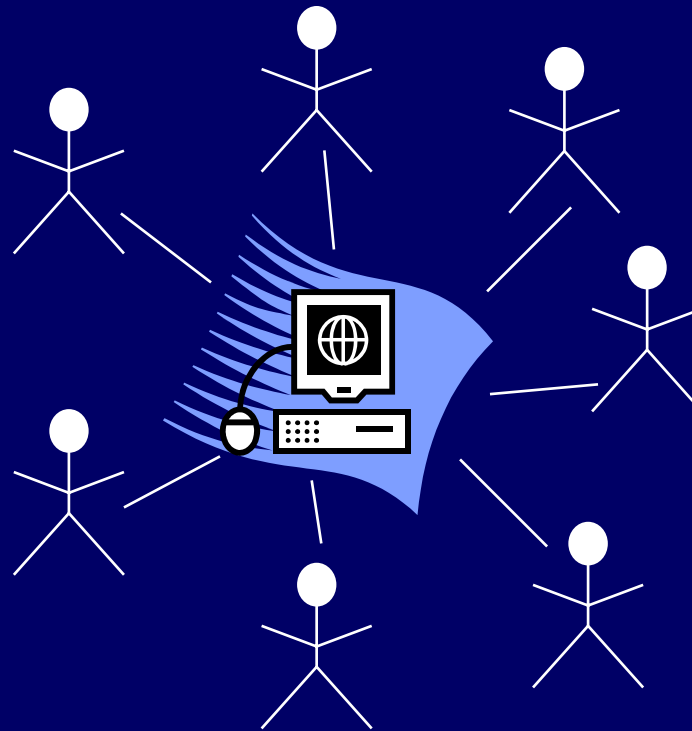


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Nick Yee and the Daedalus Project



# Anatomy of a Game God



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# The God Paradox

- Principle: The more control virtual worlds creators exert over their players through EULAS, the less legal responsibility creators will bear.
- Likely Incorrect: “With great power comes great responsibility.” (Spider Man, J.)
  1. As a matter of statute (DMCA § 512)
  2. As a matter of case law (vicarious liability; *Netcom*)
  3. Common Carrier analogies
  4. Defamation and Publisher’s Liability



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