

UNDERGROUND WRITERS

TERMS & CONDITIONS

The “Underground Writers” website located at www.underground-writers.org (the “Website”) is owned, controlled and operated by the members of Underground Writers (ABN 16 652 392 581) (“we”, “our”, “us” or “UNDERGROUND WRITERS”), a not-for-profit unincorporated association domiciled in Western Australia, Australia.

The terms & conditions below (the “Terms”) shall apply to any person who uses the Website (“Users, “you”). By visiting, viewing, browsing, accessing or otherwise using the Website, you accept and agree to comply with the Terms. If you do not agree with the Terms, you should cease using the Website.

VARIATION

UNDERGROUND WRITERS has the right to amend, remove or vary the Terms at any time without notice to you. It is your responsibility to be aware of any changes made to the Terms and by continuing to use and visit the Website, you agree to be governed by the Terms as varied from time to time.

DESCRIPTION AND PURPOSE OF OUR WEBSITE

The Website is dedicated to sharing the creative writing of third parties, such as creative writing students and emerging writers, allowing people to comment and critique the creative writing of other people published on the Website, and creating/building a community of creative writers.

The purpose of this Website is to:

- Provide contact details and information about UNDERGROUND WRITERS;
- Provide an online community of writers (“Writers”);
- Promote the sharing of literary works (“Works”) and the careers of Writers;
- Allow Users to comment and critique the Works of Writers; and
- Offer other information about UNDERGROUND WRITERS and its affiliates’ goods and services.

RELYING ON OUR WEBSITE

We do not guarantee the accuracy, completeness, reliability or timeliness of the Website. You acknowledge and agree that your use of the Website is on an “AS-IS” basis.

INTELLECTUAL PROPERTY RIGHTS AND LICENCES

Writer Materials

If you wish to upload any Works or other materials to the Website, you must wholly own and control all applicable **Intellectual Property** rights in those materials, or otherwise have the authority to submit or display those materials.

Writers retain ownership of all rights (including copyright), title and interest in their Works, materials and related biographical material that they wish to upload, publish and make available on the Website (“**Writer Materials**”).

By uploading Writer Materials to the Website, Writers automatically grant to us a perpetual, non-exclusive, fully paid, royalty-free, transferable, sub-licensable, worldwide licence to reproduce, publish, display, distribute and otherwise use those Writer Materials on and in connection with the Website (each a “**Writer’s Licence**”). Where a Writer wishes to remove any Writer Material from the Website, that Writer must provide us with 30 days’ written notice whereby we agree to remove the relevant Writer Materials from our Website, although any inadvertent continuing publication on the Website or otherwise by us shall not be deemed an infringement of the Writer’s rights.

In the event that there is a separate agreement between a Writer and UNDERGROUND WRITERS regarding the uploading and publication of the Writer Materials on the Website, that agreement will override these Terms and Conditions to the extent of any inconsistency.

Website & Content

UNDERGROUND WRITERS is the exclusive owner of or otherwise has a licence to use all Writer Materials, images, videos, literary works, trade marks (including the trade mark Underground Writers), designs, source code and data contained in the Website (“**Content**”).

General Use of Content

You are authorised to download, view, copy and print any Content for personal, informational and non-commercial purposes only. **All other uses are strictly prohibited.** You must obtain our prior written permission or the permission of the relevant Writer, if you would like to use, copy, repost, store, sell, upload, distribute or reproduce any part of this Website, Writer Materials or any other Content for any other purpose.

THIRD PARTY LINKS

The Website contains links to other websites (including Writers and affiliates of UNDERGROUND WRITERS) over which UNDERGROUND WRITERS have no control. You agree that UNDERGROUND WRITERS is not responsible for the availability of, and content provided on, third party websites.

UNDERGROUND WRITERS make no representations or warranties as to, and accept no responsibility for, the accuracy of information on third party sites, nor that third party sites will be virus free.

COMMUNITY CODE OF CONDUCT & RESTRICTIONS

We have certain expectations of Users of the Website. Users must not:

- a. Use the Website for any purpose that is illegal, unlawful or prohibited by these Terms;
- b. Interfere or attempt to interfere with the proper working of the Website, or with any other person’s use of the Website, including without limitation through hacking, use of automated devices, scripts or bots, or other illegitimate means by transmission of viruses, malware or any code or conduct of an illegitimate, disruptive or destructive nature.
- c. Upload to the Website any Writer Materials, opinions, comments, critiques or other materials that contains:
 1. Obscene, blasphemous, racist, discriminatory, fraudulent, pornographic, hateful, violent, bullying, threatening language, or content that is illegal or otherwise creates a risk of personal injury or property damage or makes any threat to people or public safety;
 2. Content that infringes the personal or proprietary rights of others, including but not limited to intellectual property rights and rights to privacy; and
 3. Spam, publicity or promotion of commercial activities or commercial content not specifically authorised by us with our prior written consent.

UNDERGROUND WRITERS does not actively monitor Writer Materials or other Content uploaded by Users to ensure that those materials are submitted by Users in compliance with these Terms. However UNDERGROUND WRITERS reserves the right to monitor, edit or remove any Writer Materials or other Content from the Website for any reason without notice or cause including without limitation where the Writer Materials or other Content does not comply with the Terms or does not add to the overall experience of the Website.

DISCLAIMER AND EXCLUSION OF LIABILITY

UNDERGROUND WRITERS does not endorse, support, represent or guarantee the accuracy, completeness or reliability of Writer Materials or other Content appearing on the Website.

Writer Materials or User uploaded Content does not reflect the views of UNDERGROUND WRITERS, and as such UNDERGROUND WRITERS does not endorse, support and takes no responsibility for any Writer Materials or other Content submitted by Users to the Website.

To the full extent permitted by law:

- UNDERGROUND WRITERS makes no warranties, representations or guarantees in relation to the supply of goods and services by UNDERGROUND WRITERS to you via the Website;
- We exclude our liability to you for all types of loss resulting from your use of or reliance on this Website (including in relation to all Content); and
- Writers hereby release and indemnify us from all claims where their Writer Materials have been used without their permission or their rights in those Writer Materials have otherwise been infringed by any person.

INDEMNITY

You hereby indemnify UNDERGROUND WRITERS against all quantifiable and reasonable loss and/or damage suffered by UNDERGROUND WRITERS as a direct result of you breaching of these Terms.

PRIVACY POLICY

We shall handle any **Personal Information** about you received by us in accordance with our **Privacy Policy** ([link](#)) which is available on the Website. You agree that these Terms also include our Privacy Policy, which is incorporated into these Terms by reference.

GOVERNING LAW

These Terms of Use are to be governed by and construed in accordance with the laws of the State of Victoria, Australia without giving effect to any conflict of laws principle applicable in other jurisdictions. You agree to submit to the personal jurisdiction of the courts of Victoria

OUR CONTACT DETAILS

UNDERGROUND WRITERS
5 Duart Pass
KINROSS
WA 6028
staff@underground-writers.org

Any questions about the above Terms should be sent to Jemimah or Jessica at staff@underground-writers.org