

# Brave Expressions Terms and Conditions

*These Terms and Conditions were last updated on May 30 2020 and are deemed effective as amended as of this date.*

Please read these Terms and Conditions carefully (“Terms”). These Terms govern and apply to your access and use of the Brave Expressions website (“Site”). By accessing or using the Site, you agree to comply with and to be bound by all of the terms and conditions described in these Terms. (“Agreement”). If you do not agree to all of these terms and conditions, you are not authorized to use the Site.

The terms “You,” “Your,” and “Yourself” refer to the individual user of the Site.

## **Content Contributed to the Site by Members**

Brave Expressions owns and/or operates a website, social media and other online properties that permit users (hereinafter “Users”) to submit content (“User-Generated Content” or “UGC”). Such UGC may include, but is not limited to, poetry, short stories, artwork, dance, photos, music, message boards, blogs, social networks, and comment boards. By contributing UGC to Brave Expressions, you accept and agree to the following:

1. You automatically grant Brave Expressions an irrevocable and perpetual, nonexclusive, transferable, fully-paid, royalty-free, worldwide license to use, copy, distribute, publicly perform, publicly display, print, publish, republish, excerpt (in whole or in part), reformat, translate, modify, revise and incorporate into other works, that UGC and any works derived from that UGC, in any form of media or expression.
2. Any material you submit to the Site by upload, or otherwise is without compensation to you. You are also warranting that you own the material/content submitted and that Brave Expressions’ use will not violate any third party’s rights or otherwise place Brave Expressions in breach of any applicable laws.
3. Brave Expressions is under no obligation to use the information you submit. You understand that Brave Expressions uses both internal and external resources which may have developed or may in the future develop ideas identical or similar to your submissions.

## **Copyright Infringement and DMCA Policy**

As Brave Expressions asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on our Site violates your copyright, you are encouraged to notify Brave Expressions in accordance with Brave Expressions’ Digital Millennium Copyright Act (“DMCA”) Policy. {insert link} Brave Expressions will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Brave Expressions will terminate the user’s access to and use of the Site if, under appropriate circumstances, the user is determined to be a repeat infringer of the copyrights or other intellectual property rights of Brave Expressions or others.

## **Acceptable Use**

Users should not include content that is offensive, insensitive, upsetting, intended to disgust, or in exceptionally poor taste. Examples of such content include:

- Defamatory or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender or other targeted groups.
- Depictions that encourage illegal or reckless use of weapons or dangerous objects, or facilitate the purchase of firearms.
- Overly sexual or pornographic material. More information can be found in our Community Guidelines {insert link}.

## **Children's privacy**

We are committed to protecting the privacy of children. The Site is not intended or designed to attract children under the age of 18. We do not collect personally identifiable information from any person we have actual knowledge is under the age of 18.

## **Disclaimers**

ACCESS TO THE SITE AND THE INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, BRAVE EXPRESSIONS DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

## **Termination**

Brave Expressions may suspend or terminate your access to the Site at any time, for any reason or for no reason at all. Brave Expressions has the right (but not the obligation) to refuse to provide access to the Site to any person, agency or organization at any time, for any reason or for no reason at all, in our sole discretion. Brave Expressions reserves the right to change, suspend, or discontinue all or part of the Site, temporarily or permanently, without prior notice.

## **Disputes**

Any dispute or claim relating in any way to your use of the Brave Expressions Site will be resolved by binding confidential arbitration, rather than in court. The Federal Arbitration Act and federal arbitration law apply to these Terms. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must interpret these Terms as a court would. It is agreed that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, Brave Expressions and you each waive any right to a jury trial. It is further agreed that you may not bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## **General**

These Terms are governed by the laws of the State of Washington, without regard to any conflict of laws rules or principles. You agree to submit to the venue and jurisdiction of the Washington courts in the cases that arbitration is not successful or is assigned or appealed to a civil court. Brave Expressions' failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. Notices required to be given to you by Brave Expressions may be delivered by electronic mail to the address provided during the creation of your account.

These Terms constitute the entire agreement between Brave Expressions and yourself regarding the Service, and supersede and replace any prior agreements you and Brave Expressions might have regarding use of the Site. Brave Expressions may revise these Terms from time to time without notice to you. By continuing to access or use our Site after those revisions become effective, you agree to be bound by the revised terms. We encourage you to read these Terms periodically.

## **BRAVE EXPRESSIONS DMCA POLICY**

REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this site (the "Website") infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the written notice is accurate. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Brave Expressions may request additional information before removing any allegedly infringing material. In the event Brave Expressions removes the allegedly infringing materials, Brave Expressions will immediately notify the person responsible for posting such materials that Brave Expressions removed or disabled access to the materials. Brave Expressions may also provide the responsible person with your email address so that the person may respond to your allegations.

Our address to receive DMCA Notices is: [hello@braveexpressions.com](mailto:hello@braveexpressions.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

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# **Brave Expressions Community Guidelines**

Brave Expressions is a community devoted to sharing and expressing mental health experiences openly and authentically. We believe that everyone's story matters, and that each person should have a brave, respectful, open, and compassionate space to do so. To keep our community a healing space for all, we have a set of guidelines for you to follow when submitting a story.

If you submit a story that does not follow our community guidelines, we will ask you to modify your submission so it meets our guidelines. To protect our community, we will not publish any story that violates our guidelines.

## **Take Self-injury & Suicide Seriously**

We understand that people may be struggling with forms of self-injury, like cutting or an eating disorder, and we hope to provide a space for people to express their experiences. To protect our community, any story that encourages, urges, or provides instructions for others to embrace self-injury will not be published.

Content that depicts graphic self-injury or eating disorder imagery will not be published, nor will serious self-injury threats. We will not publish content that negatively targets survivors or victims of suicide or self-injury.

If you, or someone you know may be suicidal, call 911 or the National Suicide Prevention Lifeline at 1-800-273-8255.

## **Respect Community Members**

At Brave Expressions we want to foster a compassionate, diverse, and supportive community. We will not publish content that attacks anyone based on their race, ethnicity, national origin, sex, gender, gender identity, sexual orientation, religious affiliation, disabilities, or diseases.

Always follow the law. Serious threats of harm to the public, or oneself, will not be published.

## **Share with Integrity**

We have a diverse audience of viewers, and want to be respectful towards different backgrounds. Photographs that depict nudity (genitals, sexual intercourse, fully-nude buttocks) will not be published.

We encourage creative expression through a wide range of mediums. Abstracted imagery, or photos that show nudity in paintings or sculptures is allowed.

Submit authentic content that you have the right to share. Do not submit content that you have collected or copied from the internet (unless you have the rights to use it). If you want imagery to include in your submission, look for work that is open-source or royalty-free.