

Terms of service

FaeNet aims to be a community about love and this agreement comes from a place of love. The intent is to create a safe place for Radical Faeries to meet, discuss, play, socialise, etc., so we ask that you read, understand, and accept this agreement among us. The security, safety and privacy of all our members is very important to us.

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1 - Who we are

FaeNet refers to the community of Radical Faeries that are managing, maintaining, and participating in faenet.org and any associated applications ("apps"). FaeNet is currently a project of the [Online Policy Group](#), a non-profit organization incorporated in the State of California, USA. The words "we", "us", and "our" may be used in this policy to refer to FaeNet.

2 - Policy version and updates

FaeNet updated this policy on **24 May 2018** and it will take effect from **25 May 2018**.

When FaeNet updates this policy, we will amend the dates listed here and will also notify all FaeNet members about policy changes using the FaeNet Community notification system.

3 - Policy acceptance

Your participation in FaeNet and use of the FaeNet website and associated applications is voluntary. If you disagree with any part of this policy, you should discontinue use of the FaeNet website and associated applications. To participate in FaeNet, you must accept the entire agreement between FaeNet and its members, that is, you must accept the FaeNet

[Community agreement](#), the FaeNet Terms of service (this document) and the FaeNet [Privacy policy](#).

FaeNet provides check boxes as part of the [registration process](#) that require you to confirm your age category and to agree with the FaeNet Terms of service policy. If you are already registered in the FaeNet system, FaeNet provides a check box as part of the [edit profile](#) function that requires you to confirm your age category and to agree with the FaeNet Terms of service policy. Due to the nature of FaeNet, it is not technically possible to use the functionality of the website and associated applications unless you are in full agreement with all parts of the agreement.

You can delete your FaeNet account at any time from the [edit your profile](#) screen. After your account has been deleted, your personal data will remain on FaeNet's backup servers (see FaeNet's [Data retention policy](#)).

4 - Membership conditions

FaeNet members are the people who are approved to register for an account on the FaeNet website and associated applications.

FaeNet maintains the following conditions for participation in the FaeNet community and use of the FaeNet website and associated applications:

4.1 - Accurate representations

You agree to (a) provide true, accurate, current and complete information as prompted by the FaeNet registration form and (b) maintain and update such information to keep it true, accurate, current, and complete at all times. If any information provided by you on the registration form is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to so believe, we have the right to suspend or terminate your membership and to refuse to provide you with any future membership. If we have reason to believe that you have registered someone other than yourself, we will cooperate with any law enforcement investigation that may result from such misrepresentations and shall have the right, in our sole discretion, to disclose any information you provided to us in connection with such registration.

4.2 - Children

The current policy of FaeNet is that you must be 18 years or over to register for a FaeNet account. If you are under age 18, please do not share personal data with us or try to create a FaeNet account. FaeNet is exploring how to accommodate members from ages 13 to 17 and will update this policy if that becomes possible.

Should FaeNet have a valid reason to believe that you are too young to join, we will immediately suspend your account and contact you to request further proof of age. Until you provide proof to satisfy us that you are indeed aged 18 years or over, you will not be able to use the non-public areas of the site. If you do not provide proof of age within the required

time frame, your data will be permanently deleted apart from the minimum required for safeguarding purposes.

4.3 - Inclusivity

FaeNet is a site created and maintained by and for Radical Faeries. Membership is open to all who meet the age of consent requirements and who agree to this Terms of service policy, the FaeNet [Privacy policy](#), and the FaeNet [Community agreement](#).

FaeNet welcomes people of any actual or perceived race, colour, ethnicity, religion (creed), age (18 or over for now), national origin (ancestry) or citizenship, health status, marital, parental, or pregnancy status, military status, gender, gender identity or expression, sexual orientation, or other personal characteristics. FaeNet welcomes and aims to reasonably accommodate disabled adults.

4.4 - Exclusion

In general we will only exclude people if they violate these FaeNet Terms of service or another FaeNet policy, such as the FaeNet [Privacy policy](#) or the FaeNet [Community agreement](#). However, we reserve the right to refuse and/or terminate membership without necessarily stating the reasons for doing so.

5 - Unacceptable uses

Following are some basic rules that apply to the FaeNet website and associated applications and that you agree to follow. If you violate any of these rules, or if we have reasonable grounds to so believe, we have the right to deny you access to FaeNet services, to suspend or terminate your membership and to refuse to provide you with any future membership.

You agree not to use the FaeNet website or associated applications for any of the following activities:

- Upload, store, post, email or otherwise transmit any:
 - (a) material that is known to be inaccurate, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, libellous, or invasive of another's privacy,
 - (b) material that promotes hate, racism, homophobia, transphobia, misogyny, bigotry, hate speech, violent behaviour, or is otherwise objectionable,
 - (c) material that you do not have a right to transmit under any applicable law or under contractual relationships,
 - (d) private, personally identifiable, photos, financial, confidential, or proprietary information of another individual or entity without their express, written permission,
 - (e) material that infringes any patent, trademark, trade secret, copyright, publicity/privacy right, or other intellectual property or other proprietary right of any party,
 - (f) advertising, promotional mail or materials (except where specifically permitted for member advertising and promotions), junk mail, spam, chain letters, pyramid schemes, or any other form of unwanted solicitation, or
 - (g) material that contains software viruses or any other computer code, files or programs

designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

- Copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code of any other software FaeNet provides for use by its members, except for any open source portions of the code.
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
- Create multiple member accounts by automated means or under false or fraudulent pretences, including for commercial or any other purposes.
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through FaeNet's website and associated applications.
- Interfere with or disrupt the FaeNet website or associated applications, servers, networking and computing equipment or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to FaeNet.
- Initiate, facilitate, participate in or distribute a denial of service attack, exploit any documented or undocumented vulnerability in the FaeNet website or associated applications and its component networking or computing equipment, or otherwise initiate, facilitate, or participate in any malicious action aimed at FaeNet.
- Disrupt the normal flow of dialogue, cause a screen to scroll faster than other members of the Network are able to type (e.g., "flooding" chat), or otherwise act in a manner that negatively affects other members' ability to engage in real time exchanges.
- Post irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure or use any form of automated device or computer program that enables submission of postings on the FaeNet website or associated applications without each posting being manually entered by the author.
- Try to gain access to areas that are private to FaeNet or to FaeNet members.
- Violate any applicable local, state, national or international law or any regulation having the force of law.
- Stalk or otherwise harass another person.
- Harm minors in any way, including, without limitation, to establish unlawful contact with minors, whether on or off the FaeNet website and associated applications.
- Collect, intercept, or harvest screen names, email addresses, or other personal data about members of FaeNet.
- Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the FaeNet website or associated applications, unless expressly permitted by FaeNet.
- Solicit or attempt to discover a member's password, login name, or other private information, without the member's express knowledge and consent.
- Promote or provide instructions or information about how to engage in illegal conduct or commit illegal activities, promote physical harm or injury, or promote any illegal act.

You acknowledge that we do not pre-screen material posted or transmitted on FaeNet, but that we and our designees shall have the right (but not the obligation) in our sole discretion to review and edit, delete or refuse to post any material submitted for display or placed on the FaeNet website or associated applications, including but not limited to message board posts,

profiles, images, etc. FaeNet shall have the right to remove any material that violates this agreement, that we believe in good faith may create liability for us, or that we deem is otherwise objectionable. You acknowledge and agree that we may preserve material and may disclose material if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this agreement; (c) respond to claims that any material violates the rights of third parties; or (d) in our sole judgement, protect the rights, property, or personal safety of FaeNet, its members, or the public. You understand and agree that FaeNet may review and delete any content, messages, double-blind emails, photos or profiles, in each case in whole or in part, that in the sole judgement of FaeNet violate this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of members.

FaeNet allows members to upload and share information such as pictures and other files. We have the right to remove any items without warning or explanation if deemed necessary for the protection of the website and associated applications. Any attempt to override moderation systems (such as size limits, approvals, etc.) will lead to immediate removal of the offending account from the system.

5.1 - Payments

Membership in FaeNet is free but there are often events advertised that may have a financial cost involved. For payments made by credit/debit card, we use external processing gateways and none of your card data is held or processed by us.

All payments are subject to the payment terms and conditions for that service or feature, which will be displayed prior to any purchase.

6 - Content

FaeNet aims to be a non-judgemental adult space. This means it is okay for people to post images, videos, links, etc., and to engage in conversations that some may find challenging or even offensive. It is your responsibility as a member of FaeNet to be aware of the content and theme of any groups you join. If you find content objectionable, you may simply leave the group or remove a member from your friends list.

In the case of hate speech, harassment, threats, other forms of violence, or other violations of the FaeNet Terms of service or any other FaeNet policies, FaeNet retains the right to edit or remove related content from the FaeNet website and associated applications.

6.1 - Participating in groups, discussions and forums

For all discussions, please follow these guidelines to avoid account removal:

- Debate and discussion can be "lively", but it should also be respectful.
- Hate speech will not be tolerated.
- Avoid excessive swearing or making obscene or vulgar comments.
- Don't break the law using FaeNet services. This includes libel, condoning illegal activity and contempt of court.

- Don't 'spam' others with unwanted advertising of products or services.
- Don't impersonate or falsely claim to represent another person or organisation.
- Try to stay "on-topic" - avoid posting messages that are unrelated to the discussion.

6.2 - Safety

As a member of the site, you agree to look after your own safety by regulating how you use the site. We realise however that at times others may attempt to or manage to abuse their membership and so we have systems in place for you to report members and content and also to block members. You agree and understand that although we will always investigate any reports, we may not be able to share the outcome with you due to data protection laws.

6.3 - Copyright

You own the copyright to all of any original content you place on the website (posts, articles, pictures, audio, video, etc.) and you can use the various privacy settings on your profile to control who can access it.

In order for FaeNet to work as a social media site, you grant us a non-exclusive, non-transferable, royalty-free, perpetual, irrevocable, universal license to host, display, distribute, reproduce, adapt, and translate any content that you post on or in connection with FaeNet, such as posting and resizing images, posting and encoding of audio or video, etc., on the networks and systems we use to run the FaeNet website and associated applications, using technology now known or developed in the future. You also permit any other FaeNet member to access, view, store, or reproduce your content submissions for that member's personal use. This license ends when you delete that content or terminate your membership, unless your content has been shared with others on the service and they have not deleted it.

We may transfer your information if we are involved in a merger, restructuring, reorganization, dissolution, or other change of ownership or control. Before any such transfer we will notify all members of our intention and provide you with a reasonable period to delete any data you do not wish to be part of the transfer.

You agree not to use or redistribute any content on the website that you do not have the rights or permissions to distribute or share.

You are legally responsible for what you write. By submitting any content to FaeNet, you indemnify us against any liability arising from breach of confidentiality or copyright, or any obscene, defamatory, seditious, blasphemous or other illegal statement you may make.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these Terms of service.

All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

6.4 - Copyright violations

If you believe that your work is being used on the FaeNet website or associated applications in a manner that constitutes copyright infringement, please notify [FaeNet](#). We will, upon receiving effective written notification of a reasonable and lawful claim, promptly remove or disable access to material on this site that is claimed to be infringing or to be the subject of infringing activity. To be effective, the notification must include the following information:

- Identification of each copyrighted work that you claim to have been infringed.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to enable us to locate the material.
- Your mailing and email addresses and a telephone number so that we can contact you.
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, the copyright owner's agent, or the law.
- A statement by you that the information in the notification is accurate, and that, under penalty of perjury, you either are the copyright owner or are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

The notification must include the physical signature of the copyright owner or of a person authorized to act on behalf of the copyright owner. Anyone who knowingly misrepresents that material is infringing is liable for any damages incurred as of result of our relying on such misrepresentation in removing or blocking the material.

7 - Privacy and security

We have made a strong commitment and taken important steps to protect your personal data and to ensure transparency about how we handle your personal data, as described in the FaeNet [Privacy policy](#).

All password protected parts of the website follow standard practice to exclude being searched and indexed by Internet search engines and other data collection and indexing systems.

All parts of the FaeNet website are hosted on servers that provide secure backups, internet threat detection and access-controlled accessibility.

7.1 - Links to other websites / third parties

FaeNet may contain links and connections with other websites and services. These links are provided either by us or by members and are there for your convenience and as a part of the social networking functionality of the site. They do not signify that we endorse those website(s). We have no responsibility for the content of the linked website(s).

7.2 - Accounts and passwords

As part of the registration process, FaeNet creates an account for you which is linked to a username and password and optionally a link to one or more third-party log-in systems. If you suspect your password may be known to others, you should change it right away. If you

use your browser or any app to store your FaeNet login credentials, it is your responsibility to ensure that others can not login to FaeNet using that method.

8 - Liability

All activity on FaeNet is linked to one membership account and the registered owner of that account is directly liable for any and all activity associated with it, no matter if they were not the one using the account at the time. If you suspect your login details are ever compromised, you should always reset your password.

We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that FaeNet and any associated persons or corporations shall not be liable to you or to any third party for any such action.

Neither FaeNet nor any related third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability for any particular purpose of the information and materials found or offered on this website and associated applications. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

8.1 - Indemnify FaeNet

By submitting material to FaeNet, you agree to indemnify FaeNet and any associated persons or corporations and hold all of them harmless from any and all claims, including, without limitation, claims for libel, slander, invasion of privacy, copyright infringement or otherwise, arising from your submissions.

8.2 - Use at your own risk

Your use of any information or materials on this website and associated applications is entirely on an "as is" and "as available" basis, without any warranty of any kind, and at your own risk, for which FaeNet and any associated persons or corporations shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through the FaeNet website and associated applications meet your specific requirements.

8.3 - Virus protection

Although we make every effort to check all content of this website, it is always wise for you to run an anti-virus program on all material downloaded from FaeNet. We do not accept responsibility for any loss, disruption or damage to your data or your computer system which may occur while you are using material from this website.

8.4 - Your interactions with other members

You are solely responsible for your interactions with other members. You understand that FaeNet does not in any way screen its members, nor does FaeNet inquire into the

backgrounds of its members or attempt to verify the statements of its members. In no event shall FaeNet and any associated persons or corporations be liable for any damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the service, including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other members or persons you meet through this service. You agree to take reasonable precautions in all interactions with other members, particularly if you decide to meet offline or in person.

9 - Governance and disputes

We at FaeNet encourage you to contact us directly to resolve any issue, before resorting to the law.

9.1 - Governing law

In the unfortunate situation where legal action does arise, these Terms of service (and all other rules, policies, or guidelines incorporated by reference) are entered into in the State of California, USA. You agree that these Terms of service (and all other rules, policies, or guidelines incorporated by reference) will be governed by and construed in accordance with the laws of the State of California and any disputes arising out of this agreement will be subject to the arbitration process provided here. If any provision in this agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect.

9.2 - Dispute resolution

The exclusive means of resolving any dispute or claim arising out of or relating to these Terms of Use (including any alleged breach thereof), the Service, or the Website shall be BINDING ARBITRATION administered by the [American Arbitration Association](#)[®] under the [Consumer Arbitration Rules](#). Those rules and information about how to initiate arbitration are available at [adr.org](#) or by calling +1-800-778-7879.

If, for any reason, the arbitration process cannot be applied to any claim, cause of action, or dispute you have against FaeNet that arises out of or relates to these Terms of service or other FaeNet policies, then you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Francisco County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of California will govern these Terms of service and other FaeNet policies, and any claim, without regard to conflict of law provisions.

10 - General provisions

This agreement contains the complete and final statement of the understanding between you and FaeNet with respect to the subject matter of this agreement and supersedes any and all

prior or contemporaneous negotiations, agreements or communications, whether written or oral, between you and FaeNet concerning the subject matter of this agreement. If any provision of this agreement is rendered by a court or governmental agency of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect the remainder of this agreement which shall remain in full force and effect and be enforced in accordance with its remaining terms. The waiver by FaeNet of a breach or default of any of the provisions of this agreement by you shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of FaeNet to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by you. You agree that, regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of FaeNet or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in this agreement are solely used for convenience and have no legal or contractual significance. All provisions of this agreement that could, by their nature, survive termination of this agreement will survive termination of this agreement.

11 - Requests and complaints

11.1 - Contact FaeNet for complaints

If you have any complaints, reports of abuse, copyright claims, privacy issues, or other policy violations, please email abuse@faenet.org

11.2 - Contact FaeNet for feedback or support

FaeNet welcomes any feedback on your experiences with the website and associated applications. We consider and do our best to respond to all feedback, although we cannot make a commitment to take action on any particular feedback.

For general feedback and support requests, you may contact the FaeNet Stewards and/or FaeNet website administrators by any of the following methods:

- Email to stewards@faenet.org
- Post a request under the Support section of FaeNet (you can mark a post as Private and then it will only be seen by the site administrators.)
- Post in the FaeNet Feedback group on FaeNet.org

12 - Other FaeNet policies

Please take a few minutes to read the other FaeNet policies:

- [Community agreement](#)
- [Privacy policy](#)