

Queer Spirit Social - Terms of Service

Queer Spirit aims to be a community about love and understanding. The intent is to create safe places for queer folk and their allies to meet, discuss, play, socialise and explore, so we ask that you read, understand, and accept the terms of service given here if you wish to be a part of our community. The security, safety and privacy of all our members is very important to us.

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1 Version and updates

Queer Spirit last updated the terms of service on **1 November 2021**. When Queer Spirit updates this document, we will amend the date listed here.

2 Who we are

'Queer Spirit' defines this website including but not limited to the social website/app, virtual shop as well as events and festivals.

The words 'we', 'us' and 'our' and may be used in this document to refer to Queer Spirit as described above. The term 'Queer Spirit community' refers to you whenever you interact with any part of the Queer Spirit website and apps.

3 Policy acceptance

Your participation in the Queer Spirit community and any other associated applications is voluntary. If you disagree with any part of these terms of service you should discontinue your interaction with us.

You can delete your Queer Spirit account at any time from the website. Note that deleting your account will also delete any stored settings.

4 Aims of this agreement

We are creating safe places for queer folk to meet, discuss, create, play, socialise, organise and otherwise connect with others around the globe. Activity that happens within Queer Spirit reflect the diversity of a community of thousands of queer people communicating across numerous countries and cultures. We recognise how important it is for Queer Spirit to be a safe place where you feel empowered to communicate and express yourself, and we take our role in keeping abuse out of this community seriously, which is why this terms of service has been put in place.

We therefore ask that to be a member of the Queer Spirit community, you agree to read, understand, and accept and follow the terms laid out here, to help us all create a safe, open and welcoming spaces.

The intent of this document is to encourage expression in a safe non-judgemental environment and it is based on input from the queer (LGBTQI+) community and is ingrained in the following values:

- Safety:** People need to feel safe to build community. We are committed to removing content that encourages real-world harm, including (but not limited to) physical, financial and emotional injury.
- Voice:** We are very much about welcoming and embracing diverse views. Queer Spirit aims to be a non-judgemental adult space. This means it is okay for members to use content or to engage in conversations that some may find challenging or even offensive. It is your responsibility as a member of the community to be aware of the content and theme of any pages you visit or groups you join. If you find content objectionable, you may simply leave.
- Inclusivity:** Queer Spirit community welcomes all people that are aged 18 or over. Queer Spirit welcomes and aims to always accommodate adults with disabilities.

Everyone plays a part in the care of keeping the community a safe and respectful place. We ask all to share responsibly and to let us know when they see something they feel may breach the terms of service. You can do this via the website or email to abuse@queerspirit.net

5 Membership

Membership of the Queer Spirit community is free and open to all that are age 18 years or over.

5.1 Removal

We aim to only exclude people if they violate the Queer Spirit social terms of service and it is felt that removal from this community is the only recourse in order to protect our safety and integrity.

6 Guidelines (Do's & Do not's)

The following guidelines are intended to assist you both in terms of what content you add to Queer Spirit and the content you may see here.

6.1 Do not's

- Do not share any material that is known by you to be harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, libellous, or invasive of another's privacy.
- Do not post any images containing nudity or sexual content in any public area of the website/app.
- Do not share anything that promotes hate, racism, homophobia, transphobia, misogyny, bigotry, hate speech, violent behaviour, or otherwise directly attacks others.
- Do not share other peoples private conversations, photos/images or other information, such as "outing someone", without their permission.
- Do not share intellectual property owned by other people without their express permission.
- Do not stalk or otherwise harass another person.
- Do not impersonate another person unless as part of a mutually consensual fantasy or role play scene.
- Do not promote or provide instructions or information about how to engage in violent crime, theft, fraud, or non-consensual physical harm or injury.
- Do not 'spam' others with unwanted or unsolicited advertising of products or services or junk (e)mail, scams, chain letters etc.
- Do not "harvest" information or personal data about community members, including trying to discover a member's real world identity if hidden.

- Do not attempt do actively disrupt the workings of Queer Spirit or corrupt any data held by Queer Spirit. This includes attempting to use such methods as computer viruses, malware, denial of service attacks or repeated posting of large amounts of data.

6.2 Do's

- Debate and discussion can be "lively", but it should also be respectful. "I totally disagree with you"... is okay, but name calling, hurling abuse, etc., is not okay.
- Speak "from the heart" whenever possible if it makes sense to do so. Speak using 'I' statements ("I feel that...") rather than 'we' unless you are actively speaking on behalf of others with their agreement for you to represent their views.
- Avoid excessive swearing or making obscene or vulgar comments.
- Respect that English is not the first language for many people. Sometimes a word or phrase may be used that can be interpreted/understood in different ways. If you are not sure of the meaning or the intent, always gently ask for clarification.
- You may debate or advocate for the legality of criminal activities, as well as address them in a satirical or rhetorical way.
- Intellectual debate about certain topics may be permitted, even if a topic is otherwise not allowed as per the Do not's section above.

7 Safety

We ask you to read the tips and information below, and strongly urge you to follow these guidelines in the interest of your personal safety and well-being. However, you are always the best judge of your own safety, and these guidelines are not intended to be a substitute for your own judgement.

Since others may abuse their membership, we have systems in place for you to report members and content and to block members. Although we will investigate all reports, we may not be able to share the outcome with you in some cases due to data protection laws.

Take the time to get to know others you meet on the website and take reasonable precautions around divulging personal information in all interactions with other members.

If you decide to meet in the real world, it is recommended for the first time to meet in public place and let someone else know the contact information for the other person(s) as well as the details about the meeting time and location etc.

If you need help, support or advice pertaining to physical or sexual assault there are many organisations worldwide that may be able to help you.

Do not send funds or share identity card numbers, credit card numbers, bank account details, etc., with anyone who you don't know, without first verifying their identity and purpose.

8 Copyright

In general, the person who created an original work is the owner of the copyright in it. For example, if you create a painting, you likely own the copyright in that painting. Similarly, if you take a photo, you generally own the copyright in that photo. If however you appear in a photo, that doesn't give you copyright to it. Similarly, if you photograph or paint a view (of something or somewhere) you don't have the right to prevent others from doing the same. Anything you create as part of your regular job responsibilities may legally make your employer the "author" of that work for copyright purposes (this should be covered in your work contract). If you're not sure about the extent of your copyright in an original work, you may want to seek legal advice.

If You believe in good faith that materials hosted by Queer Spirit infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed or access to it blocked.

The notice must include the following information:

- (a) a physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Queer Spirit Sites are covered by a single notification, a representative list of such works);
- (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material.
- (d) the name, address, telephone number and e-mail address (if available) of the complaining party;
- (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorised to act on behalf of the owner of an exclusive right that is allegedly infringed.

If You believe in good faith that a notice of copyright infringement has been wrongly filed by Queer Spirit against you, then you should contact Queer Spirit by E-mail: info@queerspirit.net

For all content that you have copyright to, the copyright and ownership continues to belong to you when used anywhere in Queer Spirit Social.

You agree not to use or redistribute any content that you do not have the rights or permissions to distribute or share. If you are not sure if you have the right, you should not use until you have confirmed such rights.

9 Moderation and Mediation

The Queer Spirit Social moderation and mediation process has two tracks:

- For interpersonal conflicts between Queer Spirit Social members.
- For content that could cause legal issues and policy violations, potentially affecting the ability of Queer Spirit to continue operations.

9.1 Mediation of interpersonal conflicts

As a user, if you are concerned about an interpersonal conflict or anything in the Queer Spirit social space, please in the first instance contact the owner or creator. By creating content in Queer Spirit Social, you agree to take responsibility for moderation and mediation for that item or event.

The moderation of any content should be done in the spirit of these terms of service. Whenever possible, anyone performing moderation should explain the reason for any action taken to any member affected. Moderators may suggest a "cooling off" period for a temporary break in some discussions.

For interpersonal conflicts, the owner may establish a mediation process designed to resolve the interpersonal conflict. The mediation process could involve mediators, including mediators chosen by the members involved in the interpersonal conflict.

If a member repeatedly violates policies then a moderator may ban that member from a particular location.

Please remember that, if you don't like what's happening in any particular page/group you can always leave

9.2 Legal issues and Queer Spirit policy violations

Any member may report a legal issue or a policy violation using the website reporting option, or via instant message to an admin.

The administrators will receive reports of legal issues and policy violations and make a decision about how to handle the issue, which may include member warnings, deletion of content, and/or account removal. The administrators act only for the safety of members and the community as a whole and based on legal issues as covered in these terms of service.

10 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 Queer Spirit Privacy policy.

10.1 Accounts and passwords

As part of the registration process, Queer Spirit creates an individual website account for you with your chosen login credentials of a **User Name** and **password**. You also set the name that others will see you by. Other users can not see your **User Name**.

Do not share your login credentials with others. If you suspect your password may be known to others, you should change it right away. You can do this from the Account tab on the Edit profile page at <https://queerspirit.net/profile/edit-profile/edit>

If you chose to save your Queer Spirit login credentials on the software you use to access Queer Spirit Social, it is your responsibility to ensure that others cannot login to Queer Spirit using your account.

11 Service level

We aim to maintain a high level of service, however Queer Spirit Social is operated on a purely voluntary/non-profit platform and so we make no guarantees as to availability.

We have in place measures to monitor, back up and maintain all systems and data associated with the operation of the virtual world and website, however we do not accept responsibility for any loss of data (including but not limited to forum posting, groups, photos etc).

We will always endeavour to post notification of any work that may cause interruption of the services provided via the website.

12 Requests and complaints

12.1 Contact Queer Spirit for complaints

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

12.2 Contact Queer Spirit for feedback or support

We welcome any feedback on your experiences with Queer Spirit. We consider and do our best to respond to all feedback, although we cannot make a commitment to act on any particular feedback.

For general feedback and support requests, you may contact the administrators by any of the following methods:

- By posting in the website forums.
- Email to info@queerspirit.net

13 Other Queer Spirit policies

Please take a few minutes to read the [Queer Spirit Privacy policy](#).