# **Terms and Conditions**

Last updated: 25 July 2018

Please read these Terms and Conditions carefully before using and subscribing to this website, Word Upon Word (<a href="https://worduponword.net">https://worduponword.net</a>) operated by me, Rucavanné van Wyk.

Your access to, subscription and use of the website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, subscribers, users and others who access or use the website.

By accessing or using the website you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the website.

## **Termination**

I may terminate or suspend access to my website immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **Subscriptions**

There is an option to subscribe to the website. You are not obligated to do this in order to continue accessing the website. Subscribing simply means you will provide your email address to Me, and I will be able to have it on my mailing list. Subscribers get first-hand notifications on any changes to the website, as well as first-hand notifications when new content is published on the website.

## **Donations**

There is an option to donate money to me. As a subscriber or user, you are not legally bound to donate money to me, furthermore once a donation has been made, you are not required or legally bound to continue donating a recurring amount. Donations are ultimately your own decision to make and are once-off transfers of money from your own personal account to my own personal account. You are not in any way forced or obligated to donate money to me to continue accessing the website. Donations will be used in order to keep paying for the fees of the website, to continue maintaining the website as it is, or improving it, and in order to keep it accessible on the Internet. Any excess amounts that I gain from it, will be used on my personal behalf however I want to.

## Refunds

By donating money to me **you are not paying for a service**, **I am not running a business**. Therefore, before you donate money you should make sure that the amount transferred is an amount you will be able to live without. You should make sure of the amount you want to donate

because I will not engage in any query regarding a request for "refunding" or "sending money back".

## **Content & Copyright**

The website does not allow the user or subscriber to make any changes to it. The content is writing art ("poetry") that is not on sale, and the production and publication thereof is not a service to the public. It is my own personal website, the content is purely made available for the reading pleasure of the visitor, user and subscriber of the website. All content is bound to me legally through the **Berne Convention for the Protection of Literary and Artistic Works** copyright law. Any redistribution, copying or republishing of the content on any other platform or website or public domain without my official personal consent and without the accreditation of my name next to it will be an infringement on the copyright law, and could suffer legal action.

### **Links to Other Web Sites**

This website may contain links to third-party websites or services that are not owned or controlled by Me.

I have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that I shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

## **Changes**

I reserve the right, at my sole discretion, to modify or replace these Terms at any time. If a revision is material I will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at my sole discretion.

### Contact Me

If you have any questions about these Terms, please contact me.



Rvan Wyk

## **End of Terms of Conditions**