

Terms and Conditions

(Updated November 2016)

Devise Literary (DL) accepts responsibility for the integrity of its content. It also accepts responsibility for all mistakes in editing, credits (and lack thereof), and seeks to correct such mistakes in a timely manner.

DL considers all artists and work equally regardless of personal or public identification, race, class, sexuality, etc. We encourage diverse voices, narratives, and artwork.

DL will NOT

1. Publish edited work without the consent of the artist.
2. Deprive the artist of access to their work.
3. Alter written work after publication unless given permission by the artist.

DL does not and will not participate in practicing plagiarism. We work to our best ability to recognize plagiarized work. But in the event plagiarism happens, we will work to punish any perpetrators and to quickly remove the content.

DL is NOT RESPONSIBLE

1. For loss of original works. Do not send your only copy to us. Please keep records of your work.
2. For costs attributed to plagiarism by artists.
3. Providing compensation where not agreed.
4. Lack of attention to any Terms and Conditions or contracts.
5. Misinterpretation and/or emotional responses to our content.
6. Opinions not exclusively affiliated with *DL*.

DL acquires

1. First Electronic and Print Rights: Work will appear online upon publication (and indefinitely in our archives). Otherwise, rights revert back to the author. You may submit your work for reprint in other outlets. However, you may not send your work elsewhere as *unpublished*.
 - a. You may request to have your content removed from publication. This requires an agreement by the editor, and the artist must present a reason that proves the piece is causing duress to the artist, a person, or group of people.
 - b. Content may be removed by the editors of the website at any time for any reason.
 - c. *DL* does not currently produce a print publication, but we may in the future. However, these rights imply publication for both print and electronic outlets. You may not consider an electronically published piece to be considered unpublished for this reason.

2. First Anthology Rights: Work may appear in print form or online form as part of a collection.
 - a. *DL* does not and cannot define the terms of future projects. But we will not alter or edit work without the consent of the artist.
 - b. Future projects are likely to be anthologies.
 - c. Anthology rights do not expire. But after six months, you can ask that we release you from anthology rights.
 - d. You may option out of First Anthology Rights upon publication.

Regular nonfiction blog contributors are not subject to First Anthology Rights but are subject to First Electronic Rights by default.

Appendix of Terms

Artist: refers to those who contribute artwork, short stories, poems, and creative nonfiction.

Devise Literary (DL): refers to the entity which owns and operates the magazine and its website.

Regular nonfiction blog contributors: refers to authors who have three or more editorial pieces featured.

This document is subject to change by the owners at any time.