## EduNovela.com Privacy Policy and Terms of Use 2025

EduNovela.com by Tree Frog Publishing LLC ("EduNovela.com," We," "our," "us") provides edited to programming for teachers, students, individual users, and corporations to use for educational purposes.

By creating an account with us, you confirm that you have read and agree to these policies and terms. If you are a teacher or HR administrator, you agree that you represent your school or business and are responsible for binding your entity to these terms.

If you are an individual user, not associated with a school, you are at least 18 years of age. If not, you must have a parent register you for this service and in doing so, agrees to these terms.

If you have any questions about our privacy policy or terms, or any complaints, please contact us at **privacy@edunovela.com**.

Please see our free samples on the **Products tab** to get to know our product and to test our technology on your home or work internet. You must purchase an educator license to use EduNovela.com at a school.

Educators, be sure to test video on the **student network**. Please also check with your school IT team. We do not offer refunds for school tech issues unless within 30 days or ordering or until the first student has been added, whichever occurs first. Please read our refund policy carefully. If you are a school educator and you do not agree with our terms of use or our privacy policy, **you have until your first student users are added to our system, or 30 days from your enrollment order or P.O. being accepted, whichever is soonest, to request a refund.** 

We do not offer refunds after your first student is in our system.

### **Privacy Policy**

EduNovela.com and Tree Frog Publishing LLC respect the privacy and data of all users. At no time is any school, student, or individual's data ever shared or sold. No credit card data, billing addresses, or phone numbers are ever stored or shared by us. Student data (name, school email, and quiz grades) is only retained during the current academic year for educational purposes. We use cookies on our site to better the student experience.

A student's personally identifiable information (first name, last name, and school email) is protected. At no time does EduNovela.com or a third party on behalf of us

ever contact students directly. EduNovela.com may respond to a student or family tech support issue if asked.

We comply with COPPA (Children's Online Privacy Protection Act) and FERPA. We do not market or sell to customers under the age of 18. If you are under 18, please ask your parents or teacher to enroll you as a user in this site. Please do not use a credit card on this site unless you are 18.

Parents of students younger than 18 years of age may request deletion of student account and student data. Parents may also request access to all student student account information, content of their child's record, and gradebook. Parents have the right to file a complaint about a data breach. Schools, parents, and students will receive notice of a data breach within 5 business days. Please contact us at privacy@edunovela.com.

Student school emails are encouraged so that users may reset their own lost passwords. Student emails are not required if school's Teacher Managers (teacher or tech support team member) is willing to reset passwords.

We comply with industry accepted standards. We only use subscribers' username and password to permit login and reassign lost passwords. School, district, and homeschool subscriptions include the option of students and their teachers tracking their growth of learning and time on task. Student and teacher accounts are organized into classroom sections created by the admin or the head teacher of the subscribing school. We ask teachers to enter their first and last name and their students', their username, and the school and class with which they are associated. We also require the teachers' email for password recovery and for sending notifications or messaging about issues such as server outages or upgrades. At no time is this information available to anyone outside of the school.

We use cookies to offer a better user experience with our site. We use encrypted technology when data in motion, but not at rest. All student data is deleted and purged on July 30 of each year.

At times, we recommend or suggest the use of external tools created by third parties to further the student experience. Teachers will be directed to check the privacy policies of these third parties. For a list of third party tools we may recommend, please contact us at <a href="mailto:privacy@edunovela.com">privacy@edunovela.com</a>.

#### **Terms of Use**

Our minimum purchases are 10 licenses per TV program and \$480 total order per school. Due to our royalty agreements with third parties, we cannot lower these minimums. Should your school need fewer than the minimum licenses for a show, you must purchase 10. Should your school need less than \$480 in licenses, you must purchase the minimum. Our licenses include a teacher activity bank access to hundreds of online or in-class discussion sheets, grammar exercises, games, printables, and the like in exchange for a minimum number of licenses. However, each student user must have a unique license regardless of individual use or teacher projection (not recommended due to methodology). We apologize for the inconvenience to smaller schools but our prices are far lower than any competitor for similar products.

## Schools in which students and families are making the purchase must guarantee the minimum.

These schools must also meet the minimum of \$480 or the school will be charged for the difference to keep the account active.

## No individual subscriptions for Spanish educators are allowed.

We do not sell individual licenses to any educators or Spanish language teaching/tutoring businesses for any reason. Any individual subscriptions purchased by Spanish educators will be terminated without refund. Please see "school licenses" available for your purchase. We do not allow individual users to access EduNovela.com from a school. If projected by teacher, each student who interacts with EduNovela.com in any setting must have a unique license.

## No shared subscriptions are allowed

We do not allow subscriptions (also known as licenses) to be shared. Our system is differentiated for each user and is created to be used 1:1. We ask that teachers, corporations, or any parent or individual does not allow the sharing of licenses. Like any other service, we require one license per individual user. We ask that teachers not accept student quizzes printed out on paper, or by any other means except via our learning portal. We also ask that schools, teachers and any business entity uphold this no-share policy.

Having been informed of this, you certify representing your school that you have purchased one license for each member of your class. Schools who have not, will be billed the difference in licenses and charged a processing fee of \$250.

#### **Refunds**

#### **Returns & Refunds**

We have two ordering scenarios, thus we have two return scenarios.

1.) If school is paying, **refunds** are allowed **within 30 days of school and teacher enrollment or of PO being accepted, if you/we have not already enrolled your first student user.** Once your first user is enrolled, we do not accept refunds regardless of time. This might include but is not limited to technology compatibility issues or, with <u>this terms of use policy</u>. We do not offer any refunds more than 30 days after enrollment order or PO. We also do not offer refunds once your first student is in our system, whichever is first. Be sure that you check our ten free samples to understand how our 1:1 products work. Those are found on our Products tab. Also, please read below about our products.

If parents or students are paying, instructors may request a "return" meaning students or school will not be paying within 7 days of your teacher access being granted or before any students register. Once parents or students begin to purchase and students are enrolled, we do not accept returns. Requests to return the product after 7 days but before students have enrolled, will be billed to your school or department at a rate of 10 licenses minimum per TV show and a \$480 total minimum for one school. Be sure that you check our ten free samples to understand how our 1:1 products work. Those are found on our Products tab. Also, please read below about our products.

#### No group setting projection

EduNovela.com products are developed and delivered with a 1:1 methodology in mind AND we are bound by the contracts of our providers. Like all major streaming tools that you likely know of, and DVDs, we do not allow group projection ('broadcast") in classrooms. We sell only classroom licenses and do not encourage teachers to show this product in a group setting unless indicated in the Curriculum Guide. Each unique student user must have an individual, unique license. A teacher or school may not purchase a license to show in a group setting, nor may a teacher underreport the total

number of students utilizing our products. By agreeing to these terms, you agree that you are not showing this product to any group (more than one person at a time) unless you have explicit permission from EduNovela.com. Any violation of this policy will result in a.) termination of services without refund, and b.) payment to EduNovela.com for the equivalent number of underreported licenses used at cost per license, or the minimum of \$480 plus c.) a processing fee of \$250 for the unreported licenses to be billed to your school or district.

Teachers, by agreeing to these terms, you agree that you will not show EduNovela.com products in a classroom setting utilizing an individual license, or an underreported number of licenses. If an activity is marked "*Group projection is allowed*" this doesn't apply.

We support the Teacher Manager of the school only after that person has familiarized himself or herself with the portal instructions.

We encourage each school to add a tech team member free to the account.

Schools making changes to the portal (your school's configuration) or users or groups without reading instructions will be charged \$50 per hour for any support needed to respond to or to undo mistakes. You can add a tech team member as a Teacher, and be sure to tick the box for "this person is a Teacher Manager."

#### Term; transfer of subscription or license

All school licenses expire on July 30. On this date, we rollover our system to the new school year, purging all data including teacher accounts. Each user license is unique, one is required per unique student per show. Licenses may be added for individual students at any time.

A Teacher Manager can: replace a student(s), add students to your original classes, and/or move students to new sections. EduNovela will not be responsible for changes made after your school is set up in our system at the onset of your licenses. Schools are responsible for changing users and teacher groups. We do not offer tech support to transfer a unique license from one student to another. In all cases, the previous quizzes may not be retaken.

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#### No video downloads for any reason

Per our agreements with tv companies, we cannot allow any one or any entity to download video. We ask that individuals, parents, schools, and teachers follow and reinforce this policy. By agreeing to these terms, you agree to not download video or authorize downloading by students.

## No reposting of videos online or on social media

Our agreements with our media partners do not allow for reposting of any EduNovela.com video, activities or quizzes.. We ask that teachers and parents clearly convey this to students. By agreeing to these terms, you as a student, teacher, or individual agree to not repost video.

No posting of summaries of our programs, quizzes, representations of our quizzes, activities or worksheets online or on social media by students or by teachers, in any language. We do not allow these to be posted in any space and, secondly, our agreements with our media partners do not allow for this. No student or teacher created activities on any tool such as but not limited to Quizlet or any other like tool is allowed.

## Ownership of Activities in "El salón de los profesores"

The same activities appearing on our site may not be shared in any for-profit space including but not limited to Teachers Pay Teachers. Additionally, teachers agree that no derivative materials of any type may be posted for sale in any space including but not limited to Teachers Pay Teachers. No teacher created materials such as worksheets originating from EduNovela.com property (including but not limited to screenshots, likeness of characters) may be posted in any shared area, for profit or free, or may be shared with teachers outside of our system.

## **Modifications with compensation**

We reserve the right to modify or terminate this service, any part of it, or any product at any time without notice, as may be required by law, by a media partner, or by any other entity.

#### **Modifications without compensation**

We reserve the right to terminate service without refund to any school not complying with our age and level of instruction specifications for each tv program. We do not overlap products for the same level of materials in both high school and college. For example, we do not sell Gran Hotel to high schools for under the levels of Spanish 4-5 or A.P. This is shared in all marketing materials and when schools inquire. We also have age suggestions for our TV programs with some mature content. Please check with us if that is not clear to you. Currently we offer Silvana sin lana for all levels and ages. However, we do not sell Gran Hotel to high schools for under the levels of Spanish 4-5 or A.P. We also sell Gran Hotel for College level and above. El tiempo entre costuras, like Silvana sin lana, may be purchased for any level of Spanish or any age. There is also a special version of Silvana sin lana that can be purchased by colleges. We do not sell this to high schools. Please always view scenes from any program in advance should you be concerned about content. EduNovela.com does not take responsibility for materials that do not suit your student audience.

#### **Customer suggestions**

We do not accept customer suggestions for any product or feature we have or may offer in the future. Please refrain from contacting us with the purpose of sharing new product ideas. By agreeing to these terms, any ideas you share with us are sent at your own will and without right to profit.

# Ownership of video, media player, other technology, and educational materials; Limits of liability

EduNovela.com is owned fully by Tree Frog Publishing LLC. Any licensed content is owned by our media partners. All educational materials and proprietary technology are solely owned, copyrighted, trademarked, and patented by Tree Frog Publishing LLC, also doing business as EduNovela.com. You agree you are not accessing our site to copy any copyrighted or patented information or trade secrets.

The site and all of its contents are provided AS IS, without warranties of any kind, fee-based or otherwise, fitness for a particular purpose, EduNovela.com does not warrant that the site and its contents are error-free, uninterrupted, that errors or defects will be corrected, that any of our materials will meet any

particular criteria of performance or quality, or that any site or component of the site will be free of viruses, malware, or other harmful things.

By agreeing to these terms of use, you agree to use the site at your own risk. You assume full responsibility for any loss or damage. Some states do not allow this exclusion or limitation.

#### Restrictions

You shall not commercially exploit this product in any way by selling it or related materials by any means. You agree to not sell, license, rent, lease, distribute, or host any content from EduNovela.com, nor may you profit from derivative works related to EduNovela.com content. You agree to not access EduNovela.com for the purpose of creating a similar product or intending to damage it, corrupt its contents, contact its users, or disrupt business.

#### Payments to us and to our Store via Stripe; Taxes; Refunds

All individuals, teachers, schools, students, parents, and corporate representatives warrant that you have the legal right to pay with the credit card you are using. If sending us a check by mail, you warrant that you have permission to represent your entity by purchasing with this check. All payment information submitted by credit card is collected by Stripe. Any refunds made to schools or individuals by our 30 day return policy (enrollment form or PO accepted, or when your students are loaded, whichever is first) are your responsibility to report to your entity. All taxes to be paid or collected are your responsibility alone and not that of EduNovela.com or Tree Frog Publishing LLC.

Refunds for school purchases are allowed within 30 days of enrollment order or PO accepted if we have not already enrolled your first student user. Refunds for student/family purchases are 7 days from teacher enrollment. This might include but is not limited to technology compatibility or, with this terms of use policy. We do not offer any refunds more than 30 days after enrollment order or PO. We also do not offer refunds once your first student is in our system. Be sure that you check our free samples to understand how our 1:1 products work.

We do not provide refunds for schools who encounter tech problems after we have enrolled your users. Schools must check our free samples on both their student devices and student wifi network BEFORE adding student users. We are not responsible for tech issues of compatibility of our product to your school's unique set up or your users' devices. Equally, if your school or district installs any software, hardware, or filters during the course of the licenses, we are not responsible for providing a refund.

We use Stripe Inc. as our credit card transaction tool in our online store. You authorize EduNovela.com/TreeFrog Publishing LLC and Stripe to use any information needed to perform this transaction. You are bound to the Terms of Use (<a href="https://stripe.com/us/terms">https://stripe.com/us/terms</a>) and Privacy Policy (<a href="https://stripe.com/us/privacy/">https://stripe.com/us/privacy/</a>) of Stripe. EduNovela.com does not collect or share user information. Please refer to the policy of Stripe for user information.

#### Unauthorized use of your account

If at any time you suspect your account has been breached, please contact us immediately via <a href="mailto:privacy@edunovela.com">privacy@edunovela.com</a>, or our contact form online or at 1-833-U-NOVELA.

#### **Disclaimers**

You are using EduNovela.com at your own risk. We are not responsible for any incidents related to the viewing of these materials while walking, driving, or any other such occurrences out of our control. This service is used at your own discretion and you are solely responsible for its use at your own risk and the risk of your computer equipment or other technology device.

We cannot guarantee continuous service. We do not offer any guarantee if your service is disrupted or terminated, if your device is damaged.

We do not accept responsibilities for users deleted by your school or teachers and teacher managers including previous quiz grades. You will delete users at your own risk. Be sure when deleting users that you are choosing the correct account to delete. Teachers should frequently export gradebook grades to avoid losing all grades if a teacher accidentally deletes a user.

Third party tools may be recommended at times in our **Teacher & Curriculum Guide** or connected to our site to further the user experience. By agreeing to these terms, you are responsible to check any third party tools privacy policies and you represent your school. You are solely responsible for use of third party

tools at your own risk. For a list of third party tools, please contact us at **privacy@edunovela.com**.

### **Force Majeure**

EduNovela.com/Tree Frog Publishing LLC shall not be liable financially for any delay or discontinuation of service from any cause outside of our reasonable control including but not limited to acts or God, war, terrorism, accidents, fires, floods, earthquakes, mudslides, tsunamis, or viruses.

#### **Term and Termination**

These terms will remain in force while you are subscribed to our service. Any changes to these terms will be posted in this space and may be sent out by email.