

Studies Weekly Terms of Service & Privacy

Data and Online Usage Policies

Licensing

Each educator must have their own Studies Weekly Online (SWO) account and ensure that usernames and passwords are not shared. Each Teacher Account is valid for one annual subscription. Teachers can create as many classrooms as needed, but the number of student accounts between all created classrooms should not exceed the purchased number of annual subscriptions. You may not resell, distribute, or otherwise share logins or printed materials. You must always have an active subscription to use downloaded, copyrighted materials.

Each educator must ensure that students, families, and classrooms do not share accounts. Every student must have their own student account and username. Sharing of student accounts or usernames or failure to follow this agreement may result in immediate termination of your account.

Registration

To use SWO, each user must register their name, email address, and other details. Information collected about educators is not shared or sold, but may be used to communicate product and service updates.

How do we protect your information?

We use a secure server. All sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and encrypted into our payment gateway provider's database. This information is only accessible by those authorized with special access rights to such systems. We do not store private information (credit cards, social security numbers, financials, etc.) after a transaction.

Do we use cookies?

Yes. Cookies are small files that a site or its service provider transfers to a computer's hard drive through your web browser to recognize the browser, capture, and remember certain information.

We use cookies to process the items in the shopping cart, save user preferences for future visits, and compile aggregate data about site traffic to improve the site experience. We may contract with third-party service providers but these service providers may only use the information to help us conduct and improve your experience. No identifiable information is shared with third-party service providers.

Do we disclose any information to outside parties?

We do not sell, trade, or transfer your personally identifiable information except when sharing necessary information to trusted third-parties to assist in conducting business. These partners also agree to keep all information confidential. We may also release information when such release is appropriate to comply with the law, enforce site policies, or protect ours or others rights, property, or safety.

What data information do we collect?

We only have access to information that you voluntarily provide. We do not sell or share this information. Data provided by you or your organization (either through automated rostering or by interaction with user accounts) is and shall remain the property of the provider.

All data released is in compliance with the Family Education Rights and Privacy Act (FERPA) and Studies Weekly policies as set forth in this document, for managing student education records and other confidential information.

In becoming a Studies Weekly customer, each customer is agreeing to grant Studies Weekly license to use such data for

- Communication
- Shipping
- Creating accounts
- Identifying user access to their data
- Creating aggregate reports

Data will not be divulged to unauthorized third parties or used in any way that would violate FERPA.

Your Access to and Control Over Information

We may send emails to educators about promotions, new products, and services, but they may unsubscribe at any time. Although one may unsubscribe from all marketing emails, we reserve the right to contact any customer with other information that relates to purchases and subscriptions.

Anyone may contact us to:

- See what data we may have about them

- Change or correct their data
- Ask us to delete their data
- Express concern about use of their data

Security

We take precautions to protect information. When a customer submits sensitive information via the website, their information is protected both online and offline. We will notify them by email or phone within 48 hours should we ever discover a data breach.

When we collect sensitive information (such as credit card data), that information is encrypted and securely transmitted. To verify, check the closed lock icon at the bottom of your web browser, or for “https” at the beginning of the web page address.

We also protect your information offline. Only employees that need the information to perform a specific job (e.g., billing or customer service) are granted access to personally identifiable information. The computers and servers which store personally identifiable information are kept in a secure environment.

If you have concerns about how we comply with this privacy policy, please contact us at (866) 311-8734 or email support@studiesweekly.com.

Legal Compliance

We maintain strict compliance with FERPA (Family Educational Rights and Privacy Act), COPPA (Children’s Online Privacy Protection Act), and state privacy laws. If you have a specific question about adherence to your state laws, please email contracts@studiesweekly.com.

Downloadable Resources

For your convenience we allow certain resources to be downloaded. These files are intended only to help you teach and enhance your classroom experience. However, you are not permitted to share, upload to other websites or services, or sell. If you have any questions or need special permissions, please email contracts@studiesweekly.com.

Intellectual Property

All online and print materials are copyright protected and intended to be used solely by the purchaser and the properly licensed customers. Further use, duplication, or distribution to persons not covered by your license is a copyright infringement. This includes, but is not limited to, derivative works to be sold or given to third parties.

We are sometimes asked if content, samples or excerpts can be used in articles, papers, or other projects. Regrettably, we are unable to allow such use to unauthorized third parties due to our commitment to safeguarding our intellectual property. We strictly adhere to policies and guidelines governing the utilization of our materials for external purposes. Apart from copyright protection, we are bound by legal restrictions and pre-existing agreements that prohibit us from sharing any content, examples, or direct references for publication. Our dedication to maintaining the integrity and exclusivity of our content is of utmost importance to us.

ADA (Americans with Disabilities Act) & Section 508 Compliance

ADA Compliance (508 Compliance) provides accessibility for digitally published material.

Studies Weekly is committed to providing access to our online curriculum for all students, regardless of ability, by complying with the guidelines set forth by the Americans with Disabilities Act. Below, we've outlined the different ways that our site meets web accessibility best practices:

- Web Content Accessibility Guidelines compliant
- Article narration with variable speed
- Audio reader can read assessment questions to a student
- Article narration highlighting tool is color blind accessible
- The application is screen-reader software compliant
- Digital versions of all articles, images, and related media
- Annotation features and highlighting (code text for improved comprehension and retention)
- Many videos include closed captioning
- Large-print

Updates

Studies Weekly strives to keep its product up-to-date and culturally relevant. As such we reserve the right to make updates and edits. Occasionally, we replace products in order to improve standards coverage. In such cases, if you have a long term adoption, we will offer to let you receive your remaining newspapers or magazines, or switch to the replacement at no additional cost.

Uptime Guarantee

At Studies Weekly, we value our customers and understand that unplanned downtime may cause frustration. To ensure that we address any inconvenience our users may experience, we have established the following uptime policy.

Service Availability Guarantee

Our commitment is to provide a service that is available 99% of the time. We strive to maintain uninterrupted access to our platform and its features for our users.

Compensation for Downtime

In the event of unplanned downtime, we will compensate our users with credits based on the duration of the downtime, according to the following schedule:

- Downtime of less than 1 hour: No credit will be given.
- Downtime of 1 hour to 24 hours: We will provide 1 hour of credit for every hour of downtime.
- Downtime of more than 24 hours: We will provide 2 hours of credit for every hour of downtime.

Credit Request Process

To be eligible for credit, the purchaser must submit a request to our support team within 7 days of the downtime occurrence. Our dedicated support team will investigate the reported downtime and determine its eligibility for credit.

Credit Application

If credit is awarded, it will be applied to the purchaser's account within 10 days of the credit request being approved.

Comprehensive Coverage

Our uptime guarantee applies to the entire service, encompassing all features and components, except for isolated service disruptions that do not constitute overall downtime. It is based on a monthly rolling average, meaning calculation is always 30 days from the incident. For example, if there were a 2-hour outage on March 1st, we would calculate the uptime from January 31st through March 1st. In this scenario, it would be 99.72% uptime.

Exclusions

The uptime guarantee does not cover downtime caused by factors beyond our control, including but not limited to:

a) Natural disasters or power outages.

b) Actions or limitations imposed by third-party providers, such as the customer's Internet Service Provider (ISP), Single Sign-On (SSO) services, and rostering services.

While we strive to work closely with these providers to maintain seamless service, any downtime resulting from their actions or limitations falls outside the scope of our uptime guarantee. We will, however, do our best to assist and collaborate with our users in resolving any issues arising from such situations.

This policy provides a clear and fair framework for compensating our users for unplanned downtime. If you have any questions or require further clarification, please don't hesitate to contact our support team. We appreciate your understanding and remain dedicated to delivering the best possible service.

Ordering, Shipping, and Returns

Payment Terms

The upcoming school year curriculum payment is due September 1 unless the order is placed after August 1. Orders placed after August 1 for the current school year are Net 30. Orders not sent to a school district address and Homeschool orders require full payment before shipment.

Duplicate Orders

Studies Weekly is not responsible for duplicate orders. Duplicates may occur when an order is sent in separately from a PO, creating the appearance of two unique orders. To avoid such confusion, please send your order and PO together. If you notice that your order has been duplicated, please contact Customer Service at (866) 311-8734 to cancel the duplicate order and arrange for a return, if necessary. Please see our return policy for further details.

Return Policy

Orders can be canceled prior to shipment by contacting our Customer Support department as soon as possible. For any orders that have shipped, the items must be received back with an included RMA (Return Material Authorization) and the return must be processed by a Studies Weekly agent before a refund can be provided.

Studies Weekly will gladly accept a return under the following conditions:

- Contact the Customer Support department to request a Return Material Authorization (RMA) within a valid return window.
 - Pre-orders have until Oct. 31st.
 - Standard orders have 60 days from the date of purchase.
- RMAs are valid for 30 days and the return must be received within the 30 day window.
 - No RMAs will be issued after January 30th of the current school year.
 - No refunds will be given for orders received after the RMA expires.
- The customer is responsible for all return shipping costs.
- Products must be returned unused, unseparated, undamaged, and in their original condition.
 - Damaged or incomplete products are not eligible for a refund.
- A restocking fee will be applied to each classroom box returned.
 - The restocking fee is \$10.00.
 - The restocking fee is subtracted from the total refundable amount.
 - If there is not a refundable amount, the customer is still responsible for the restocking fee.
- A refund will be issued after the return is processed, the condition is verified, and the restocking fee has been applied.

Refunds are only available up to 60 days after the date of purchase or before October 31 of the order year.

Online Product Limitations and Modifications

For all digital or online-only products, orders are non-cancelable, non-refundable, and non-transferable after 60 days from the purchase date. Requests to modify or change SKUs associated with the order will not be accepted after this 60-day period. Customers acknowledge that once digital products are delivered or accessed, the transaction is final and cannot be altered, exchanged, or refunded outside of the specified timeframe.

Shipping Policy

Shipping for the new school year begins in April, and product is shipped within a mutually agreed upon shipping window, based on customer availability to receive and sign for delivery. Please note:

- The shipping carrier is typically FedEx or Freight and is determined by order details.
- Products can be expected to arrive within 14 days of shipping.
- Studies Weekly is not responsible for delayed delivery of product due to backorder, acts of nature, carrier problems or other unforeseeable issues.
- Publications that are delivered damaged or lost in shipment will be replaced at no additional cost.
- Please allow 3-4 weeks for shipping to Hawaii and Alaska.

Professional Development (PD) Booking & Confirmation Policy

To ensure proper scheduling, staffing, and resource allocation for Professional Development (PD) services, all requested PD sessions must meet the following requirements before final confirmation can be completed.

Policy Requirements

- A valid Purchase Order (PO) or signed purchase contract/agreement is required prior to finalizing any PD booking.
- PD dates, trainers, and travel arrangements will remain tentative until the required documentation is received.
- Once the PO or signed contract is submitted and approved, the PD booking will be confirmed and scheduled accordingly.

Exceptions

Any exceptions to this policy must be approved by a member of the Studies Weekly Senior Leadership Team.

PD Session Cancellation and Rescheduling

1. Cancellation by Studies Weekly: We aim to deliver every scheduled PD session, but we may need to cancel or reschedule under certain circumstances, including but not limited to:

- Unforeseen IT or technical outages that prevent virtual sessions from taking place.
- Severe weather events or natural disasters that make it unsafe or impossible to conduct in-person or virtual sessions.
- Trainer illness or emergency that cannot be accommodated with a substitute trainer in time.
- Travel delays or cancellations impacting in-person sessions.

Rescheduling and Make-Up Options

- We will notify you as soon as possible of any need to cancel, providing alternative options to reschedule the session at a mutually convenient time.
- When rescheduling is not feasible, we will offer to transition to a live or pre-recorded webinar or grant access to any available national onboarding webinars as a make-up option.

2. Cancellation by Customer: If you need to cancel or reschedule your PD session, we request at least 7 business days' notice to avoid cancellation fees. You may cancel or reschedule under the following circumstances:

- Internal scheduling conflicts or changes in the school calendar.
- Emergency situations such as school closures, natural disasters, or other events beyond your control.
- Budgetary or resource constraints that require postponing or modifying the session.

Rescheduling and Make-Up Options

- If cancellation is made with at least 7 business days' notice, we will work with you to reschedule the session at no additional cost.
- Cancellations made within less than 7 business days may be subject to a cancellation fee, except in cases of emergency or force majeure.
- We will provide flexible options to transition the session to a virtual format or offer access to national onboarding webinars if rescheduling is not possible.

3. Communication and Support: Whether the cancellation is initiated by Studies Weekly or by you, our team is committed to ensuring minimal disruption to your professional development plans.

- You will receive confirmation of the cancellation, along with suggested alternative dates and formats to make up for the session.
- We are here to assist with any questions and can be reached at support@studiesweekly.com for further support.
- By working together, we ensure that educators receive the training they need, even when unexpected changes occur.

User Agreement and Content Use

Terms of Use and Consent

By accessing or using our website, or by purchasing a subscription or any Studies Weekly product, you agree to be bound by the following:

- Our Terms and Conditions, which govern your use of our site and services;
- Our Privacy Policy, which explains how we collect, use, and safeguard your personal information; and
- Any additional policies, guidelines, or rules applicable to specific features or content on our site.

These terms apply unless otherwise stated in a separate, written agreement signed by an authorized representative of Studies Weekly.

If you do not agree to these terms, you may not use our services, access our resources, or complete a purchase.

Changes to our Legal and Privacy Policy

If we change any policy, we will post changes [here](#).

Printable Use Agreement

By printing or using any Printable content from Studies Weekly Teacher Resources, you agree to the terms outlined below:

- 1. Permitted Use**
Printables—including worksheets, activities, graphic organizers, assessments, and quizzes—may be printed and used solely for classroom instruction.
- 2. Subscription Requirement**
Only educators with a current, active Studies Weekly subscription may use or distribute these materials.
- 3. Student Access Limit**
Printables may only be printed or copied for the number of students covered under your current subscription.
- 4. No Commercial Use**
These materials may not be sold, republished, incorporated into derivative works, or used for any commercial purpose.
- 5. No Redistribution**
You may not share or distribute these Printables outside of your classroom, school, or district without prior written permission from Studies Weekly. These materials are intended only for students currently covered by an active subscription.