



HSA Terms of Service & Policies

Effective Date: February 4, 2018

1. Introduction

The Homeschool Spanish Academy (HSA) website (the “HSA Site”), the services provided (“HSA Services”) and the software available for download from HSA or the HSA Site in connection with HSA Services (the “Software”) are owned, operated and maintained, as applicable, by Homeschool Spanish Academy Inc. (“we“, “our“, “us“, or “HSA”). By (1) using or accessing the HSA Site or HSA Services; (2) downloading, accessing, installing or using the HSA Software; or (3) paying for someone else to use or access the HSA Site or HSA Services or download, access, install or use HSA Software, you agree to the terms and conditions set forth below (the “HSA Terms”). If you do not agree with these HSA Terms, you should not use the HSA Site. For the purposes of this agreement, “you” means a parent who pays for access to the HSA Services as well as the student or HSA Instructor (as defined below) who accesses or uses HSA Services. If you are a parent, guardian, or other person who enables a child to access HSA Services, you agree to stand in the shoes of such child for the purposes of making us whole in case of damages or indemnification that could properly lie against a child, if not for his or her age.

2. Privacy

Any personal information submitted in connection with your use of the HSA Site is subject to our HSA Privacy Policy, the terms of which are incorporated into HSA Terms. Please review our HSA Privacy Policy to understand our practices.

3. HSA Services

Through our HSA Services, HSA Site and HSA Software, we enable users to connect and learn with our HSA Instructors (the “HSA Instructors“) who provide live, one to one instruction, testing and learning services in our proprietary online classrooms (the “Class Meetings“) using our proprietary curriculum (the “HSA Curriculum“). HSA Services include, without limitation, facilitating and hosting Class Meetings, and taking feedback from users.

4. Connectivity Costs and Equipment

You are solely responsible for all service, telephony and/or other fees and costs associated with your access to and use of HSA Services and for obtaining and maintaining all telephone, computer hardware and other equipment required for such access and use.

5. HSA Instructor Fees and Taxes

Joining the HSA Site and scheduling services are free. Users agree to buying one package in exchange for the respective amount of classes. HSA pays HSA Instructors a salary and a performance based bonus. We may choose to temporarily change the fees for our HSA Services for promotional events (for example, discounts) or new services, and such changes are effective when we post the temporary promotional event or new service on the HSA Site.

Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with the HSA Site in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us and retaining collection agencies and legal counsel)

6. Conduct

You may only access the HSA Site and use HSA Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the HSA Services. You agree not to use the HSA Site, its HSA Services or the Company Content (as defined below) to recruit, solicit, or contact in any form HSA Instructors or potential users for employment or contracting for a business not affiliated with us without our advance written permission.

7. Specific Obligations of HSA Instructors

As a HSA Instructor registered with the HSA Site, you agree that: You will read and abide by the conduct information before using the HSA Site; You have the required qualifications, credentials and expertise, including without limitation, education, training, knowledge and skill sets, to teach and offer the services you mention; You will not post any inappropriate, offensive, racist, hateful, sexist, sexrelated, false, defamatory or libelous content; You will not distribute viruses, post spam, chain mails or other such data; You will not use the HSA Site for any business other than for providing HSA Instructional services; You will not copy, modify or distribute HSA Company Content (as

defined below) from our HSA Site, including trademarks and copyrights; You will not interfere with or otherwise prevent other HSA Instructors from providing their services;

8. Specific Obligations of Users (students, parents, schools and other organizations) using the HSA Site

As a user you agree that you will: read and abide by the pricing information (see HSA Services section above) before using the HSA Site; If you are under the age of 18, get parent or legal guardian consent before using the HSA Site; only schedule a class with your HSA Instructor if you have already bought a package. You also agree that you will NOT: distribute or post spam, chain mails or any such data; distribute or post any inappropriate, offensive, racist, hateful, sexist, sexrelated, false, defamatory or libelous content to the HSA Site; manipulate or interfere with the HSA Site; disclose any information to a HSA Instructor that could be considered personally identifiable information including your full name, address, telephone number, email address, social security number, password or any other information that could be used to identify or locate you; and solicit personal information from any HSA Instructor, and agree that if any HSA Instructor ever discloses such information to you, asks you for any personal information, or suggests any offline meeting or conversation, you agree to immediately report this to us by phone and in writing.

9. Registration and Identity Protection

To use HSA Services, you will need to register on the HSA website and obtain an account, username and password. When you register, the information you provide to us during the registration process will help us in offering additional content, customer service, and network management. You are solely responsible for maintaining the confidentiality of your account(s), username(s) and password(s) (collectively, the “HSA Account”) and for all activities and liabilities associated with or occurring under your HSA Account. You must notify us immediately of any unauthorized use of your HSA Account and any other breach of security, and (b) ensure that you exit from your HSA Account at the end of each Class Meeting. We cannot and will not be responsible for any loss or damage arising from your failure to comply with this requirement or as a result of use of your HSA Account, either with or without your knowledge. However, you could be held liable for losses incurred by us or another party due to someone else using your HSA Account.

You may neither transfer your HSA Account nor your extra HSA Classes. Additionally you may not use anyone else’s HSA Account at any time without the permission of the account holder. In cases where you have authorized or registered another individual, including a minor, to use your HSA Account, you are fully responsible for (i) the online

conduct of such user; (ii) controlling the user's access to and use of the HSA Services; and (iii) the consequences of any misuse. For additional information on how we use your information, please see our HSA Privacy Policy.

10. Accuracy of Account Information

In consideration of your use of HSA Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by HSA Service's registration form (such information being "Your HSA Data"), (b) maintain and promptly update Your HSA Data to keep it true, accurate, current and complete; and (c) comply with these HSA Terms. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we believe that such information is untrue, inaccurate, not current or incomplete, we reserve the right to suspend or terminate your account(s) and refuse or restrict any and all current or future use of HSA Services.

11. User and HSA Instructor Submitted Content

Any materials, information, communications or ideas that you upload, communicate or otherwise transmit or post to us, the HSA Site, or the HSA Services by any means (the "Submitted Content") will be treated as non confidential and subject to the license below, and may be disseminated or used by us for any purpose whatsoever, including, but not limited to, quality control, redistribution, professional development, as well as our developing, manufacturing, and marketing our current and/or future HSA Services. Notwithstanding the foregoing, you have the right to remove your Submitted Content and/or mark it as "private" such that the Submitted Content will be inaccessible to other users. You agree that we may record all or any part of any Class Meetings (including voice chat communications) for quality control, redistribution, advertising and other purposes.

12. Licensing Submitted Content

While you retain any and all rights in any Submitted Content you make available through the HSA Service, we need certain rights to the Submitted Content and in that Submitted Content in order to make the HSA Service available. By uploading or otherwise making available any Submitted Content, you automatically grant and/or warrant that the owner has granted to us a nonexclusive, royalty free, perpetual, worldwide, irrevocable, transferable license with the right to grant sublicenses through multiple tiers of sublicenses to publicly display, publicly perform, distribute, store, transcode, syndicate, broadcast, reproduce, edit, modify, create derivative works, and otherwise use and reuse your Submitted Content (or any portion or derivative works thereof) in any manner, in any medium, for any purpose to the extent required to modify or deliver the HSA Services. This license enables us to provide the HSA Services and

provide access to the Submitted Content and is not intended to otherwise limit your rights to the Content.

You hereby waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the exploitation of the Submitted Content, or any portion thereof, or of your name, personality, likeness, image or voice in connection with the Submitted Content, or any advertising or publicity relating thereto.

13. Removal of Submitted Content by Us

You acknowledge that we may screen Submitted Content, and that we shall have the right (but not the obligation), in our sole discretion, to remove any Submitted Content, including terminating Class Meetings. Without limiting the foregoing, we have the right to remove any Submitted Content that violates these HSA Terms or is otherwise objectionable. You agree and acknowledge that we may preserve Submitted Content and may disclose Submitted Content if required to do so by law or in the good faith belief that any such preservation or disclosure is reasonably necessary to comply with legal process, enforce these HSA Terms, respond to claims that any Submitted Content violates the rights of third parties or protect our rights, property or personal safety or that of our users and the public.

14. Copyright

You acknowledge that the HSA Software, the technology underlying the HSA Services, and all other software, designs, materials, information, communications, text, graphics, links, electronic art, animations, illustrations, artwork, audio clips, video clips, photos, images, and other data or copyrightable materials, including the selection and arrangements thereof, provided or made available to you in connection with the HSA Site, the HSA Software or the HSA Services (collectively, the "HSA Company Content") are the proprietary works of us and/or our affiliated and/or third party providers and suppliers (the "Third Parties") and are protected, without limitation, pursuant to U.S. and foreign copyright laws.

15. Prohibited Use of Company Content

Except as expressly authorized by us or in these HSA Terms, you may not copy, reproduce, publish, perform, distribute, disseminate, broadcast, circulate, modify, create derivative works of, rent, lease, sell, assign, sublicense, otherwise transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit the HSA Site, HSA Company Content or HSA Services, in whole or in part. You will not, in any manner, without our prior written approval, decompile, disassemble, reverse engineer, reverse assemble or otherwise attempt to discover any source code of, HSA

Software or any other HSA Company Content, the HSA Site or the HSA Services. You may not store any significant portion of any HSA Company Content or the HSA Services in any form, whether archival files, computer readable files or any other medium. You may not "mirror" any HSA Company Content or HSA Services on any server. Any unauthorized or prohibited use of the HSA Software, other HSA Company Content, the HSA Site or HSA Services may subject the offender to civil liability and criminal prosecution under applicable federal and state laws.

16. Permitted Use of Company Content

You may download and print a reasonable number of copies of documentation provided or available in connection with the HSA Company Content for noncommercial personal or educational use only and we grant you a limited, non perpetual, irrevocable, non transferable, non assignable, non exclusive, royalty free license to access and utilize HSA Services, HSA Software and the other HSA Company Content for noncommercial personal or educational purposes while these HSA Terms are in full force and effect; provided that (i) any permitted copies of documentation provided or available in connection with the HSA Company Content contain, in an unmodified form, (a) all language designations contained in the materials originally provided to you by us indicating the confidential nature thereof and (b) all copyright or other proprietary rights notices contained in the materials originally provided to you by us and an original source attribution to us and/or the applicable Third Parties; and (ii) you will not modify of any of the HSA Company Content except as approved by us in advance in writing. You acknowledge that we and/or Third Parties, as applicable, hold all right, title and interest in and to all tangible and intangible aspects of the HSA Company Content, HSA Site and HSA Services, including without limitation, all patents, copyrights and trade secrets pertaining thereto, and that, except for the limited rights set forth above, you do not acquire any intellectual property right or license in any of the foregoing by downloading or printing the HSA Company Content or otherwise, including without limitation, by accessing or using the HSA Site, the HSA Company Content or the HSA Services. These rights granted to you are revocable by us in accordance with these HSA Terms.

17. Copyright Infringement

We do not promote, foster or condone the copying of copyrighted material or any other infringing activity. Any unauthorized use of the HSA Site or its contents will terminate the limited license granted by us.

If you believe that our work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us our HSA Copyright Agent (identified below) a notice with the following

information: a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; b. a description of the copyrighted work or other intellectual property that you claim has been infringed; c. a description of where the material that you claim is infringing is located on the HSA Site; d. your address, telephone number, and email address; e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and f. a statement by you, made under penalty of perjury, that the above information in your notice to us is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our HSA Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Homeschool Spanish Academy Inc. 11419 Gondola Dr. Stafford, Tx 77477
By email: info@HomeschoolSpanishAcademy.com

18. Confidential Information

You agree to safeguard HSA Company Content and HSA Services (collectively, "HSA Proprietary Information") and to prevent the unauthorized, negligent or inadvertent use or disclosure of such HSA Proprietary Information. You will not, without our prior written approval, directly or indirectly, use or disclose the HSA Proprietary Information to any person or business entity except for a limited number of your employees who are on a need to know basis and who agree in writing to be bound by the restrictions on use and disclosure set forth in these HSA Terms or restrictions no less restrictive than these HSA Terms. You agree to promptly notify us in writing of any use or disclosure of HSA Proprietary Information in violation of these HSA Terms. You acknowledge that the use or disclosure of the HSA Proprietary Information in any manner inconsistent with these HSA Terms will cause us irreparable damage and that we will have the right to (i) equitable and injunctive relief to prevent such prohibited use or disclosure, and (ii) recover the amount of all damages (including attorneys fees and expenses) in connection with such prohibited use or disclosure.

19. Links

The HSA Site or HSA Services may provide links to non Company websites or resources (the "3rd Party Sites"). This may include HSA Instructors sending links to 3rd Party Sites and/or causing 3rd Party Sites (such as study resources or online education pages) to popup for your review. Because we have no control over 3rd Party Sites, you acknowledge and agree that we are not responsible for the availability of 3rd Party Sites, and do not endorse and are not responsible or liable for any content, advertising,

products, services or other materials on or available from 3rd Party Sites. You further acknowledge and agree that we 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, advertising, products, services or other materials available on or through any 3rd Party Sites or for any mistakes, defamation, libel, slander, omissions, falsehoods, obscenity, pornography, or profanity they may contain.

20. Trademarks

The trademarks, service marks, and logos (the "HSA Trademarks") used and displayed on the HSA Site or in any HSA Company Content are registered and unregistered Trademarks of us and others and are protected, without limitation, pursuant to U.S. and foreign trademark laws. Nothing on the HSA Site, HSA Services or otherwise should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any HSA Trademark displayed on the HSA Site or in connection with HSA Services, HSA Company Content or HSA Software, without the written permission of the applicable HSA Trademark owner. We aggressively enforce our intellectual property rights to the fullest extent of the law. You may not use the HSA Trademarks, either ours or others, in any way without the prior written permission of the applicable HSA Trademark owner. We prohibit use of our logo as a "hot" link to any other World Wide Web site unless approved by us in advance in writing.

21. Warranty Disclaimer

THE HSA COMPANY CONTENT, THE HSA SITE, HSA SERVICES AND EACH PORTION THEREOF ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HSA SITE, THE HSA COMPANY CONTENT, HSA SERVICES AND EACH PORTION THEREOF, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE HSA COMPANY CONTENT, THE HSA SITE, HSA SERVICES, EACH PORTION THEREOF OR ANY 3RD PARTY SITES.

22. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE OR 3RD PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED

TO, LOSS OF DATA OR PROFIT, ARISING OUT OR RELATING TO THE USE, OR THE INABILITY TO USE, THE HSA COMPANY CONTENT, THE HSA SITE, HSA SERVICES OR ANY PORTION THEREOF, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE HSA SITE, HSA COMPANY CONTENT, HSA SERVICES OR ANY PORTION THEREOF RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATE, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NEITHER WE, NOR THIRD PARTIES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE HSA COMPANY CONTENT, THE HSA SITE, HSA SERVICES OR ANY PORTION THEREOF OR IN ANY REPORTS OF VERIFICATION SERVICES.

23. Indemnification

You agree to indemnify, defend and hold harmless us, and our affiliates, officers, directors, agents, partners, employees, licensors, representatives and 3rd party providers (including our affiliates' respective officers, directors, agents, partners, employees, licensors, representatives, and third party providers), from and against all losses, expenses, damages, costs, claims and demands, including reasonable attorney's fees and related costs and expenses, due to or arising out of any Submitted Content you submit, post to, email, or otherwise transmit to us or through HSA Services, your use of HSA Services, the HSA Company Content or any portion thereof, your connection to HSA Services, or your breach of these HSA Terms. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to fully cooperate with such defense and in asserting any available defenses.

24. Modification of HSA Services

We may add, change or eliminate features, pricing, nomenclature and other aspects of HSA Services and make other changes at any time and these HSA Terms will continue to apply to HSA Services as modified. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the HSA Site or HSA Services (or any part thereof) with or without notice. You agree that we will not be liable to you or to any 3rd party for any such modification, suspension, or discontinuance of the HSA Site or HSA Services.

25. Changes to HSA Terms of Service

We reserve the right, from time to time, with or without notice to you, to change these HSA Terms in our sole and absolute discretion. The most current version of these HSA Terms can be reviewed by clicking on the “HSA Terms of Service” located at the bottom of the pages of the HSA Site. The most current version of the HSA Terms will supersede all previous versions. Your use of the HSA Site or continued use of our service after changes are made means that you agree to be bound by such changes.

26. Termination of HSA Services

We may terminate your use of the HSA Site or HSA Services immediately without notice for any breach by you of these HSA Terms or any of our applicable policies, as posted on the HSA Site from time to time. Furthermore, we may terminate your rights to use the HSA Site or the HSA Services for any reason or no reason. In the event of termination or expiration, the following sections of these HSA Terms shall survive: all provisions regarding ownership of intellectual property, indemnification, disclaimer of warranties and limitations of liability, the provisions of this section which, by their nature apply after termination, and the general provisions below. You agree that upon the termination, we may delete all information related to you on HSA Services and may bar your access to the HSA Site and use of HSA Services. Upon the termination you will immediately destroy any downloaded or printed HSA Company Content.

27. Relating to Customers Right to Refund & Expiration of Classes

Customers purchasing a package of classes may request a full refund within the first four classes of that package, within a ninety day period, beginning from the date of purchase of that package.

After the first four classes, the customer may request a prorated refund within the aforementioned ninety day period, also beginning from the date of purchase of that package.

After the 90th day (91st day and onward), counted beginning from the date of purchase of that package, HSA will no longer process monetary refunds pertaining to that package. However, the customer will retain all remaining classes.

All remaining class sessions associated within a package will expire and be zeroed out from a customer’s account after 12 months of inactivity. The 12 months will be calculated beginning from the date of the customer’s last class session. If the customer completes a class session, the 12 month expiration period restarts.

The customer will be notified via email one month prior to the expiration of their remaining classes.

28. Session Cancellations, Reschedules, & Credited Back Class Sessions

Customers are permitted to cancel and reschedule up to 24 hours prior to a scheduled class time via phone, email, or online without penalty. The cancel and reschedule button will no longer be accessible once the class session is within 24 hours of the scheduled class time.

In the event of emergencies, catastrophes, or acts of God, HSA will credit back the class(es) in question. A copy of formal documentation will need to be sent to info@homeschoolspanishacademy.com in the event of an emergency.

An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action by the student or an immediate family member. Immediate family members are defined as parents, siblings, or grandparents.

Because HSA cannot be held responsible for things outside of its control, in the event of technical difficulties or missed classes, HSA will credit back the class(es) in question ONLY if it can be reasonably proven that HSA is at fault. Once the class has been cancelled or credited back, customers may reschedule as desired.

HSA has the right to cancel any class session scheduled by the customer. The customer will be notified via email and not be charged for the class session.

HSA also reserves the right to substitute any teacher for any class session scheduled by the customer.

29. Same Day Scheduling

Customers are permitted to schedule on the same day, within 2 hours of their desired class session time, by utilizing a class session from their bank of unscheduled class sessions. Customers may not use a canceled or rescheduled class session for same day scheduling purposes.

30. Entire Agreement

These HSA Terms and any policies applicable to you posted on the HSA Site constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to

such subject matter. All rights not expressly granted in the HSA Terms are expressly reserved. These HSA Terms shall insure to our benefit and to the benefit of our agents, licensors, licensees, successors, and assigns.

31. Severability

If any provision of these HSA Terms is found to be illegal or unenforceable, these HSA Terms will be deemed curtailed to the extent necessary to make the HSA Terms legal and enforceable and will remain, as modified, in full force and effect.

32. Governing Law and Forum Selection

These HSA Terms and all matters or issues collateral thereto will be governed by, construed and enforced in accordance with the laws of the State of Texas applicable to contracts executed and performed entirely therein (without regard to any principles of conflict of laws), you agree that any dispute arising out of or relating to the HSA Site or HSA Services or use of the HSA Site or HSA Services shall be heard exclusively in the courts of the County of Houston, Texas and you covenant and agree not to bring suit in any other forum.

33. Notice

Any notice or other communication to be given hereunder will be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail.

34. No Agency

Nothing in these HSA Terms shall be construed as making either party the partner, joint venture, agent, legal representative, employer, contractor or employee of the other. Neither HSA nor any other party to this HSA Agreement shall have, or hold itself out to any 3rd party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other except as provided for herein or authorized in writing by the party to be bound any kind, or to take any action that shall be binding on the other except as provided for herein or authorized in writing by the party to be bound.

35. Repeated Courses

Students may repeat a course if a student has received a grade below 70% and they desire to attempt to improve their score. A student will not earn additional credits if they choose to repeat a course. Upon repeating a course, students will be provided a custom report card to reflect both grades earned. However, the second grade earned will be the standing grade.

Course cannot be repeated if:

- A student's enrollment has been terminated due to issues of academic integrity.
- The course has already been repeated once.

36. Repeated Assignments

Homework is graded upon completion. If a student feels they did not master the information included in a homework assignment, the student may repeat the assignment, but not for additional credit.

Homework submitted late will be penalized -10 points for every day beyond the homework due date.

37. Retaking Exams and Quizzes

Any student who earns a 69% or less (Failing Grade) on any quiz or exam, may be eligible to retake their quiz or exam upon request and approval from Homeschool Spanish Academy Administration. A request to retake an exam or quiz must be submitted in writing to Homeschool Spanish Academy.

The request must include the quiz or exam level and quiz or exam number (i.e. High School Level 1A Exam 2)

HSA reserves the right to approve or deny any student the opportunity to retake any quiz or exam. Retakes are guided by the principals in this document.

If a retake is approved by HSA and administered by a certified HSA instructor, a student will be able to achieve a score based upon an average of their original grade and the grade they achieved on their exam or quiz retake.

Students are only eligible to retake each exam or quiz once. If an exam is retaken and administered, the student's grade will stand regardless of the grade achieved.

Extra classes will not be awarded to purchased class packages in ANY case in the occurrence of an exam or quiz retake.

Students are only allowed to retake either 1 quiz or 1 exam within any individual sub-level of our curriculum.

38. Grading Policy and Grading Scale

HSA Administration reserves the right to apply grades based on the Official Homeschool Spanish Academy Grading Scale (see grading scale below).

Course credit and GPA will be determined on the following grading rubric:

Exams (4 per semester) = 50% of the overall grade

Quizzes (4 per semester) = 40% of the overall grade

Homework (assigned based on teacher determination) = 10% of the overall grade

Students who achieve a 69% or less (Failing Grade) for their overall grade will not be awarded credit for Regular or Honors courses.

Students who complete a high school course semester in 30 classes or less will be awarded honors credit on the Homeschool Spanish Academy Transcript.

Additionally, on the student's transcript, Honors GPA's designation will be awarded based on the official Homeschool Spanish Academy grading scale below (requests must be submitted to HSA office via email).

Numerical Grade	Pre-AP Pre-IB Honors (Finished in 30 class sessions or less)	GPA Regular Course (Finished in more than 30 class sessions)	GPA Letter Grade
100	4.50	4.00	A
99	4.46	3.96	A
98	4.42	3.92	A
97	4.38	3.88	A
96	4.34	3.84	A
95	4.29	3.79	A
94	4.25	3.75	A
93	4.21	3.71	A
92	4.17	3.67	A-
91	4.06	3.56	A-
90	3.94	3.44	A-
89	3.83	3.33	B+
88	3.72	3.22	B+
87	3.61	3.11	B+

86	3.50	3.00	B
85	3.42	2.92	B
84	3.34	2.84	B
83	3.25	2.75	B
82	3.17	2.67	B-
81	3.06	2.56	B-
80	2.94	2.44	B-
79	2.83	2.33	C+
78	2.67	2.17	C+
77	2.50	2.00	C
76	2.33	1.83	C
75	2.17	1.67	C
74	2.00	1.50	D+
73	1.75	1.25	D+
72	1.50	1.00	D
71	1.17	0.67	D
70	0.83	0.33	D
69	0.00	0.00	F

39. Credit Recovery

Students who have failed to receive credit through another Spanish language program may utilize Homeschool Spanish Academy courses to recover those credits. The student must complete a minimum of 14 lessons of curriculum for 0.5 credits. Partial credit (less than 0.5 credits) cannot be earned.

40. Graduation

Homeschool Spanish Academy awards credits to students who have:

- completed the required number of lessons in the curriculum. For example, to earn 0.5 credits, a student must complete 14 lessons of curriculum.
- received above a 65%.

41. Academic Integrity

Homeschool Spanish Academy places the highest value on academic integrity. In order to achieve the best and most successful experience with Homeschool Spanish Academy, students are asked to respect the following guidelines.

Each student is individually and fully responsible for the completion of their own assignments and assessments. By uploading a completed assignment, the student indicates that they have solely completed the assignment. Students are expected to participate in their own oral assessments. No other individual will be allowed to complete an assessment in place of the student.

Homeschool Spanish Academy recognizes the following as infractions of academic integrity:

Cheating: Unauthorized use of aid(s) in completing assignments or assessments. Students are prohibited from the use of notes, a dictionary, an online translator, or the assistance of a person, during assessments.

Plagiarism: Claiming someone else's work as one's own. If a student is completing an assignment that requires outside sources, they are expected to cite sources appropriately.

Facilitating Academic Dishonesty: Providing others with the means to cheat or plagiarize.

For the first infraction of the academic integrity policy, a student is given a 0 for the assignment or assessment, and their parents are notified. If a second infraction occurs, a student will be given a 0 for the course and dismissed from enrollment with Homeschool Spanish Academy.

Furthermore, Homeschool Spanish Academy strictly prohibits the reproduction, selling, and distribution of its curriculum, assignments, and assessments. If an individual or party is found to have reproduced, sold, or distributed Homeschool Spanish Academy curricula, assignments, and/or assessments, blank or completed, those involved will receive a 0 mark on their courses with Homeschool Spanish Academy and enrollment will be terminated immediately.

At any time, if there are questions regarding academic integrity and honesty and Homeschool Spanish Academy's policy, a student, parent, or institution may contact their teacher or the Homeschool Spanish Academy administrative staff for help in determining acceptable actions.