Edpuzzle Beta Services Supplementary Terms

Updated on: May 4, 2026

These Edpuzzle Beta Services Supplementary Terms ("Beta Services Terms") form a part of the Agreement (as defined in the Edpuzzle's Terms of Service) between you and Edpuzzle and are hereby incorporated therein. For purposes of these Beta Services Terms, "Beta Services" means any feature, functionality, tool, or service that Edpuzzle designates, in its sole discretion, as "beta," "pilot," "preview," "early access," "test," or similar designation, whether made available on a private, limited, or public basis, whether or not such feature, functionality, tool, or service incorporates artificial intelligence, machine learning, automated processing, or similar technologies. These Beta Services Terms apply to your access to or use of any Beta Services. By accessing or using any Beta Services, you agree to be bound by these Beta Services Terms.

Except as expressly modified herein, all terms used but not defined in these Beta Services Terms have the meanings given to them in the Edpuzzle's Terms of Service. The term "you" and "your" as used in these Beta Services Terms shall refer only to the end-user who is (i) a teacher, and/or, by extension, where applicable, the educational institution they represent, ("Teachers"), or (ii) students who access the Service under the direction and authorization of a teacher or educational institution ("Students"). Students may only access the Beta Services through authorized accounts and are subject to the authorization and oversight of the applicable educational institution and, where required by applicable law, appropriate parental or school consent mechanism.

In the event of a conflict between these Beta Services Terms and the Agreement, these Beta Services Terms will control solely with respect to the Beta Services. For clarity, any references in these Beta Services Terms to "information" or "data" include User Submissions as defined in the Agreement.

1. Eligibility and Participation Disclaimer

You acknowledge and agree that your use of the Beta Services is at your own sole risk. The Beta Services are provided "as is" and "as available," without warranties of any kind, and may contain bugs, errors, or other defects. The Beta Services are made available for evaluation and testing purposes only.

To the maximum extent permitted by law, Edpuzzle shall not be liable for any loss of data, loss of content, service interruptions, inaccuracies, or any indirect, incidental, special, consequential, or punitive damages arising out of or related to the use of the Beta Services. You acknowledge that (i) certain features, functionalities, or compatibility may change, be limited, or become unavailable during the use of the Beta Services and (ii) Edpuzzle is under no obligation to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop the Beta Services either to you or to any other party.
You are responsible for backing up any content or data you submit or store through the Beta Services.

Edpuzzle is not obligated to provide maintenance, technical support, updates, or continued availability of the Beta Services. Edpuzzle reserves the right to offer Beta Services to you free of charge or to introduce fees to access and use the Beta Services at its discretion.
Nothing in this section limits Edpuzzle's obligations under applicable law or its commitments relating to the protection of personal data as set out in Edpuzzle's Privacy Policy accessible at https://edpuzzle.com/privacy ("Privacy Policy") and, where applicable, the Data Processing Addendum ("DPA").

You acknowledge that the Beta Services are not intended for reliance in making educational, grading, or administrative decisions.

2. Proprietary Rights and License Grant
As detailed in the "Technology and Proprietary Rights" section of the Edpuzzle's Terms of Service, Edpuzzle and its licensors retain all right, title, and interest in and to the Beta Services and any related materials, features, enhancements, modifications, and derivative works, together with all associated intellectual property rights, including copyrights, patents, trade secrets, and trademarks.

Subject to the terms and conditions of these Beta Services Terms, Edpuzzle hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, non-commercial license to use the Beta Services in accordance with these Beta Services Terms and the Edpuzzle's Terms of Service ("License"). Edpuzzle may at its sole discretion, at any time, and without liability to you, revoke the above granted License. If Edpuzzle intends to distribute a commercial release of the Beta Services, Edpuzzle reserves the right, at any time, to, in addition to the rights set forth under section "Modification and Termination" below, implement and/or alter prices, features, licensing terms, or other characteristics of the commercial release.

Edpuzzle may collect and analyze information regarding the use of the Beta Services in order to test, evaluate, and improve the Beta Services and related service functionality. Any such use will be limited to purposes consistent with the provision and improvement of the Service and, where applicable, will be carried out using aggregated or de-identified information.

We encourage you to provide suggestions, comments, and other Feedback regarding the Beta Services. Any such Feedback will be governed by, and subject to, the Feedback provisions of the Agreement.

3. Confidential Information
To the extent the Beta Services are made available on a non-public basis, you acknowledge that the Beta Services and any related non-public information, documentation, or materials provided by Edpuzzle constitute Edpuzzle's confidential information ("Confidential Information").
You agree not to disclose, share, or make available any Confidential Information to any third party without Edpuzzle's prior written consent. You will protect Confidential Information using at least the same degree of care you use to protect your own confidential information of a similar

nature, and in no event less than a reasonable standard of care. These confidentiality obligations will survive for as long as the information remains confidential.

Confidential Information does not include information that (a) is or becomes publicly available through no fault of yours, (b) was lawfully known to you prior to disclosure by Edpuzzle, or (c) is independently developed without any reference to the Beta Services.

4. Modification and Termination

Beta Services Modification. We reserve the right to modify the Beta Services, at any time in our sole discretion, with or without notice, and without liability to you. You understand and agree that if you use the Beta Services after the date on which the Beta Services Terms have changed, we will treat your continued use as acceptance of the updated terms.

These Beta Services Terms will apply for as long as you access or use the Beta Services. Edpuzzle may suspend or terminate your access to the Beta Services at any time, with or without notice, for any reason or no reason, including upon the commercial release of the Beta Services or the discontinuation of the Beta Services. In addition, Edpuzzle may immediately suspend access if required for security, legal compliance, or operational reasons.

You may stop using the Beta Services at any time. Upon termination or discontinuation of the Beta Services, you must immediately cease all use of the Beta Services.

Any provisions of these Beta Services Terms that by their nature should survive termination (including provisions regarding Confidential Information, Proprietary Rights, Feedback, Disclaimers, and Limitations of Liability) will survive.

Where applicable, access to or deletion of personal data following termination will be handled in accordance with the Privacy Policy and, where applicable, the DPA (available for download at our Trust Center).

5. DISCLAIMER OF WARRANTIES

THE BETA SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND YOUR USE OF THE BETA SERVICES IS AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EDPUZZLE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND SATISFACTORY OR MERCHANTABLE QUALITY.

WITHOUT LIMITING THE FOREGOING, EDPUZZLE DOES NOT WARRANT THAT THE BETA SERVICES WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT ANY CONTENT, INFORMATION, OR RESULTS OBTAINED THROUGH THE BETA SERVICES WILL BE ACCURATE OR RELIABLE. THE BETA SERVICES MAY

INCORPORATE OR RELY ON ARTIFICIAL INTELLIGENCE OR SIMILAR TECHNOLOGIES THAT MAY PRODUCE INACCURATE OR UNEXPECTED RESULTS. EDPUZZLE DOES NOT WARRANT THAT ANY CONTENT OR RESPONSES GENERATED THROUGH THE BETA SERVICES ARE SUITABLE FOR INSTRUCTIONAL, GRADING, OR DECISION-MAKING PURPOSES WITHOUT INDEPENDENT REVIEW BY THE TEACHER OR EDUCATIONAL INSTITUTION. IN THESE CASES, TEACHERS AND/OR EDUCATIONAL INSTITUTION RETAIN FULL DISCRETION AND RESPONSIBILITY FOR REVIEWING, VALIDATING, AND DETERMINING WHETHER AND HOW TO USE ANY CONTENT OR RESPONSES GENERATED THROUGH THE BETA SERVICES. EDPUZZLE MAKES NO REPRESENTATION OR WARRANTY THAT ANY CONTENT OR MATERIAL PROVIDED THROUGH THE BETA SERVICES WILL ALIGN WITH OR SATISFY ANY CURRICULUM OR EDUCATIONAL REQUIREMENTS APPLICABLE TO YOU.

ANY MATERIAL OR DATA OBTAINED THROUGH THE BETA SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY RESULTING LOSS OF DATA OR DAMAGE TO THE EXTENT PERMITTED BY APPLICABLE LAW.
SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

NOTHING IN THIS SECTION LIMITS EDPUZZLE'S OBLIGATIONS UNDER APPLICABLE LAW OR ITS COMMITMENTS RELATING TO THE PROTECTION OF PERSONAL DATA AS SET OUT IN THE PRIVACY POLICY AND, WHERE APPLICABLE, THE DPA.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE BETA SERVICES.

IN NO EVENT WILL EDPUZZLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR USE, ARISING OUT OF OR RELATED TO THE BETA SERVICES OR THESE BETA SERVICES TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EDPUZZLE'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE BETA SERVICES WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (US $100) OR (B) THE TOTAL AMOUNTS PAID BY YOU TO EDPUZZLE FOR ACCESS TO THE BETA SERVICES, IF ANY.

THE INDEMNIFICATION PROVISIONS OF THE EDPUZZLE'S TERMS OF SERVICE APPLY FULLY TO YOUR ACCESS TO AND USE OF THE BETA SERVICES.

7. Beta Features: Privacy and Data Use

Beta Services are provided subject to the Privacy Policy and, where applicable, the DPA, which continue to govern the collection, use, and disclosure of personal data.

Edpuzzle will process personal data in connection with the Beta Services solely to provide, support, test, evaluate, and improve the functionality of the Beta Services within the educational context authorized by the educational institution. Such processing is limited to purposes that are compatible with, and necessary for, the provision of the Service and does not constitute an independent or unrelated use of personal data.

Due to the experimental nature of the Beta Services, functionality, data flows, and related processing activities may evolve as the Beta Services are tested and refined. While Edpuzzle applies appropriate technical and organizational measures to Beta Services, such services may not reflect the full level of stability, availability, or maturity of the Service.

To the extent Beta Services incorporate or rely on artificial intelligence or similar technologies, such technologies, section "AI-based Features" of the Terms of Service (except for the subsection "Warranty Disclaimer") apply in all respects.

When applicable, educational institutions remain responsible for determining whether the use of the Beta Services is appropriate in light of their obligations under applicable privacy regulations, taking into account the experimental nature of the Beta Services and the fact that related functionality and processing may evolve during testing.