



MOANA

EDITORIAL

*for women who dare to voyage beyond the known*  
NEW ZEALAND · ESPAÑA

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## PRIVACY POLICY & TERMS OF SERVICE

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*Version 1.0 — Effective Date: May 2026*

### PART I — PRIVACY POLICY

Moana Editorial S.L. (hereafter "Moana Editorial", "we", "our", or "us") is committed to protecting the privacy and personal data of all individuals who interact with our website, services, and publications. This Privacy Policy has been drafted in compliance with Spanish and European Union data protection law, in particular:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation - GDPR)
- Organic Law 3/2018 of 5 December on the Protection of Personal Data and Guarantee of Digital Rights (LOPDGDD)
- Law 34/2002 of 11 July on Information Society Services and Electronic Commerce (LSSI-CE)

#### 1. Data Controller

The controller responsible for the personal data you provide is:

**Moana Editorial**

NIF: 14300189P

Registered address: León, Spain

Email: [info@moanaeditorial.com](mailto:info@moanaeditorial.com)

Website: [moanaeditorial.com](http://moanaeditorial.com)

## 2. Personal Data We Collect

### 2.1 Data you provide directly

- Name and email address when subscribing to our newsletter or mailing list
- Name, email, and postal address when placing an order or purchasing a publication
- Name, email, and any personal information shared when submitting a manuscript or author query
- Any data you voluntarily share when contacting us via email or social media

### 2.2 Data collected automatically

- IP address, browser type, and browsing behaviour on our website (via cookies — see Section 7)
- Technical data required for the operation of our website and services

### 2.3 Special categories of data

We recognise that our community includes autistic individuals, and we will never request, process, or store information about diagnoses, disability status, or health conditions unless you explicitly and voluntarily share it in the context of an author submission, and only with your prior informed consent.

## 3. Legal Basis for Processing

We process your personal data on one or more of the following lawful bases:

- Contractual necessity: to fulfil an order, process a purchase, or perform a service you have requested
- Legitimate interests: to improve our website, communicate with readers and authors, and protect our legal rights
- Consent: for newsletter subscriptions, marketing communications, and cookies requiring consent
- Legal obligation: to comply with applicable Spanish and EU legal requirements (e.g. tax records, invoicing)

## 4. Purposes of Processing

We use your personal data for the following purposes:

- Processing and fulfilling book orders and purchases
- Managing author submissions and editorial correspondence
- Sending our newsletter and updates about new publications (only with your consent)

- Responding to enquiries, complaints, and support requests
- Complying with our legal and fiscal obligations in Spain
- Improving our website, services, and user experience

## 5. Data Retention

We retain personal data only for as long as necessary to fulfil the purposes for which it was collected, and in any case:

- Order and customer data: kept for a minimum of five (5) years in accordance with Spanish fiscal and commercial law (Ley 58/2003, General Tributaria; Código de Comercio)
- Newsletter subscribers: kept until you unsubscribe or withdraw consent
- Author submissions: kept for two (2) years after a final editorial decision, unless a publishing agreement is signed
- Contact enquiries: kept for one (1) year after resolution

## 6. Data Sharing and International Transfers

We do not sell, rent, or trade your personal data. We may share your data with trusted third-party processors solely to provide our services, including:

- Payhip — our primary sales and digital fulfilment platform, which processes transactions and delivers digital products directly to customers
- Payment processors (e.g. Stripe, PayPal) — for transaction processing where applicable
- Email marketing platforms (e.g. Mailchimp, Brevo) — for newsletter delivery
- Hosting and website providers — for website operation
- Logistics and courier services — for physical book delivery

All third-party processors are contractually bound to process data only in accordance with our instructions and in compliance with the GDPR. Where data is transferred outside the European Economic Area (EEA), we ensure appropriate safeguards are in place (e.g. Standard Contractual Clauses).

## 7. Cookies

Our website uses cookies and similar tracking technologies. Cookies are small text files stored on your device that help us provide and improve our services.

We use the following types of cookies:

- Strictly necessary cookies: required for the website to function; no consent is needed
- Analytical/performance cookies: help us understand how visitors interact with our website (with your consent)

- Functional cookies: remember your preferences (with your consent)
- Marketing cookies: used to deliver relevant content and track campaigns (with your consent)

Upon your first visit, you will be presented with a cookie consent banner allowing you to accept or reject non-essential cookies. You can also manage or withdraw your cookie preferences at any time via your browser settings.

## 8. Your Rights

Under the GDPR and the LOPDGDD, you have the following rights regarding your personal data:

- Right of access (Art. 15 GDPR): to obtain confirmation of whether we process your data and to receive a copy
- Right to rectification (Art. 16 GDPR): to request correction of inaccurate or incomplete data
- Right to erasure (Art. 17 GDPR): to request deletion of your data ('right to be forgotten')
- Right to restriction of processing (Art. 18 GDPR): to request that we limit how we use your data
- Right to data portability (Art. 20 GDPR): to receive your data in a structured, machine-readable format
- Right to object (Art. 21 GDPR): to object to processing based on legitimate interests or for direct marketing
- Right to withdraw consent: at any time, without affecting the lawfulness of prior processing
- Right not to be subject to automated individual decision-making (Art. 22 GDPR)

To exercise any of these rights, please contact us at: [info@moanaeditorial.com](mailto:info@moanaeditorial.com)

We will respond within one (1) month of receiving your request. If your request is complex or numerous, we may extend this period by a further two (2) months, informing you accordingly.

You also have the right to lodge a complaint with the Spanish Data Protection Authority (Agencia Española de Protección de Datos — AEPD) at [www.aepd.es](http://www.aepd.es).

## 9. Data Security

We implement appropriate technical and organisational measures to protect your personal data against unauthorised access, alteration, disclosure, or destruction. These measures include encryption of sensitive data, access controls, and regular security reviews.

## 10. Changes to This Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices or applicable law. We will notify you of material changes by posting an updated version on our website with the revised effective date. We encourage you to review this Policy periodically.

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## PART II – TERMS OF SERVICE

Please read these Terms of Service ("Terms") carefully before using the Moana Editorial website (moanaeditorial.com) or purchasing our publications. By accessing our website or placing an order, you agree to be bound by these Terms. If you do not agree, please do not use our website or services.

These Terms have been drafted in accordance with Spanish law, in particular:

- Law 34/2002 of 11 July on Information Society Services and Electronic Commerce (LSSI-CE)
- Royal Legislative Decree 1/2007 of 16 November approving the revised text of the General Consumer and User Protection Act (TRLGDCU)
- The Spanish Civil Code and Commercial Code

### 1. Company Information

#### **Moana Editorial S.L.**

Registered address: León, Spain

NIF: 14300189P

Contact email: [info@moanaeditorial.com](mailto:info@moanaeditorial.com)

### 2. Scope of Services

Moana Editorial is an independent publishing house specialising in fiction, poetry, and children's books by and for autistic women and girls. Through our website, we offer:

- Sale of physical and digital publications
- Author submission and manuscript query services
- Newsletter and community updates
- General information about our editorial programme

### **3. Eligibility**

Our website and services are available to individuals who are at least 14 years of age. If you are under 18, you must have the consent of a parent or legal guardian to use our services or make a purchase. By using our website, you represent that you meet these age requirements.

## **4. Orders and Purchases**

### **4.1 Order process**

Orders are placed through our website shopping cart. By submitting an order, you make a binding offer to purchase the selected items. We will confirm receipt of your order by email. A contract of sale is formed when we send you an order confirmation including dispatch details.

### **4.2 Prices and taxes**

All prices displayed on our website are in euros (€) and include applicable Value Added Tax (IVA) as required by Spanish law. We reserve the right to amend prices at any time, but changes will not affect confirmed orders.

### **4.3 Payment**

We accept payment via Payhip, our primary sales platform, which supports credit/debit card and other methods displayed at checkout. Payment is processed securely. We do not store your card details.

### **4.4 Availability**

All orders are subject to availability. If a title is unavailable after your order is confirmed, we will notify you promptly and offer a full refund, an alternative, or a pre-order option if applicable.

## **5. Delivery**

Physical books are dispatched within the timeframes stated on the product page. Delivery times are estimates and may vary depending on destination. Moana Editorial is not responsible for delays caused by postal services or customs authorities beyond our control.

Digital products are made available for download immediately upon payment confirmation. We are not responsible for technical difficulties related to the user's device or software.

## 6. Right of Withdrawal (Consumers)

In accordance with Article 102 of the TRLGDCU, consumers have the right to withdraw from a purchase within fourteen (14) calendar days of receiving the physical goods, without providing any reason.

To exercise your right of withdrawal, please notify us at [info@moanaeditorial.com](mailto:info@moanaeditorial.com) within the 14-day period. We will refund the purchase price within fourteen (14) days of receiving the goods back in satisfactory condition, or of you providing proof of return.

Please note: in accordance with Article 103(l) TRLGDCU, the right of withdrawal does not apply to digital content that you have consented to download and that has already been accessed.

## 7. Intellectual Property

All content published by Moana Editorial — including but not limited to texts, cover artwork, illustrations, logos, and brand materials — is protected by intellectual property law, including the Spanish Law on Intellectual Property (Real Decreto Legislativo 1/1996).

Authors retain copyright in their individual works as agreed in their publishing contracts. Nothing in these Terms transfers copyright ownership from authors to Moana Editorial or to users.

You may not reproduce, distribute, publicly communicate, or create derivative works from our content without prior written consent from Moana Editorial.

## 8. Author Submissions

By submitting a manuscript or author query to Moana Editorial, you confirm that:

- You are the sole author of the work or have all necessary rights to submit it
- The work does not infringe the intellectual property rights of any third party
- You grant Moana Editorial a non-exclusive, royalty-free licence to read and evaluate the submission

Submission does not guarantee publication. We will respond to all submissions within the timeframe stated in our submission guidelines. Unsolicited manuscripts will not be returned unless requested.

## 9. User Conduct

When using our website or interacting with our community, you agree not to:

- Use our website for any unlawful purpose
- Post or transmit any content that is offensive, discriminatory, or harmful

- Attempt to gain unauthorised access to our systems or data
- Use automated tools to scrape or harvest data from our website
- Impersonate Moana Editorial or any of our authors or staff

We reserve the right to refuse access to our website or services to anyone who violates these conditions.

## 10. Limitation of Liability

To the fullest extent permitted by Spanish law, Moana Editorial shall not be liable for:

- Indirect, incidental, or consequential damages arising from use of our website or services
- Temporary unavailability of our website due to maintenance or technical issues
- Errors or inaccuracies in third-party content or external links

Nothing in these Terms limits our liability for death or personal injury caused by our negligence, fraud, or any other matter which cannot be excluded by law.

## 11. Dispute Resolution

In the event of a dispute, we encourage you to contact us in the first instance at [info@moanaeditorial.com](mailto:info@moanaeditorial.com) so that we may seek an amicable resolution.

Consumers in the European Union may also access the European Commission's Online Dispute Resolution platform at: [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).

If no amicable solution is reached, disputes shall be subject to the exclusive jurisdiction of the courts of León, Spain, unless mandatory consumer protection law in your country of residence provides otherwise.

## 12. Governing Law

These Terms are governed by and construed in accordance with the laws of Spain. Any matters not expressly addressed herein shall be governed by applicable Spanish and EU legislation.

## 13. Amendments

We reserve the right to amend these Terms at any time. Changes will be effective upon posting to our website with the updated date. Continued use of our website or services following such changes constitutes acceptance of the revised Terms. We will notify registered users of material changes by email where possible.

## **14. Contact**

For any questions about these Terms of Service or our Privacy Policy, please contact us:

### **Moana Editorial**

Email: [info@moanaeditorial.com](mailto:info@moanaeditorial.com)

Website: [moanaeditorial.com](https://moanaeditorial.com)

Address: León, Spain

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