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Señor Wooly Privacy Policy

Señor Wooly, LLC is committed to keeping all users' personal information safe and private. The purpose of this privacy policy is to provide users of our website with information regarding the type of personal information we collect, and how it is used. For detailed information about privacy provisions applicable to children/minors, please see the section beginning with **Children's Privacy**.

Your consent

By using our website, you consent to our privacy policy and our terms and conditions. This policy was last modified on December 12, 2018 and governs the use of our website and information associated with the purchase of products through our website. We encourage you to refer to this policy periodically so that you understand our current privacy policies.

What information do we collect?

- We collect information from you when you register on the website, place an order, respond to a survey or communication such as e-mail, or participate in another website feature.
- When ordering or registering, we may ask you for your name, e-mail address, mailing address, name of school where you work, phone number, credit card information or other information. You may, however, visit our website anonymously.
- Like many websites, we use "cookies" to enhance your experience and gather information about visitors and visits to our websites. Please refer to the "Do we use cookies?" section below for information about cookies and how we use them.

How do we use your information?

We may use the information we collect from you when you register, purchase products, respond to a survey or marketing communication, browse the website, or use certain other website features in the following ways:

- To personalize your website experience and to allow us to deliver the type of content and product offerings in which you are most interested.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Mozilla Firefox or Internet Explorer) settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you won't have access to many features that make your website experience more efficient and some of our services will not function properly. However, you can still place orders over the telephone by contacting Customer Service.

Do we disclose the information we collect to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice. The term "outside parties" does not include Señor Wooly, LLC. We may release your information when we believe release is appropriate to comply with the law, enforce our website policies, or protect ours or others' rights, property, or safety.

How can you opt-out, remove or modify information you have provided to us?

To modify your e-mail subscriptions or other information that you have provided to us, please click "Unsubscribe" at the top of the e-mail.

To delete all of your online account information from our database, please send us a request via e-mail. Please note that we may continue to maintain information about an individual sales transaction in order to service that transaction and for internal record keeping purposes.

Third party links

In an attempt to provide you with increased value, we may include third party links on our website. These linked websites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked websites. These linked websites are only for your convenience and therefore you access them at your own risk. Nonetheless, Señor Wooly LLC seeks to protect the integrity of our website and welcomes any feedback about these linked websites (including if a specific link does not work).

Changes to our policy

If we decide to change our privacy policy, we will post those changes on this "Señor Wooly Privacy Policy" page. Policy changes will apply only to information collected after the date of the change.

California Privacy Rights

California Civil Code §§ 1798.83-.84 provide users that are California residents with a right to ask us for a notice describing what categories of personal information we may share with third parties for their direct marketing purposes. As noted above, we do not currently provide personally identifiable

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Questions and feedback

We welcome your questions, comments, and concerns about privacy or this policy. Please send us any and all feedback pertaining to privacy, or any other issue by contacting us via phone at (224) 935-3088 or by mail at Señor Woolly, LLC, P.O. Box 903, Skokie, IL 60076.

Online Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Terms and Conditions

Please visit our Terms and Conditions (/terms/) section, which establishes use, disclaimers, and limitations of liability governing the use of our website.

Children's Privacy

The Children's Online Privacy Protection Act of 1998 (COPPA) and other laws have been established to protect the privacy of minors. At Señor Woolly, LLC, we take the privacy rights of our users, especially children, very seriously, and abide by all federal and state laws and guidelines regarding youth privacy. The following outlines our general children's privacy guidelines:

Señor Woolly, LLC exists to serve educators, parents and students and strives to provide a safe, positive experience for children. To ensure this, we adhere to the following policies:

- We do not knowingly collect online contact information directly from children ages 13 and younger.
- We do not distribute any personally identifiable information about children to third parties.
- We do not allow students to publicly post or distribute personally identifiable contact information without prior parental consent.
- We do not use the prospect of a special game, prize or other activity, to entice children to divulge more information than is needed to participate in the activity.

Señor Wooly, LLC provides an online service marketed towards educators. The services we provide to students/minors are solely for the use and benefit of their school, and for no other commercial purpose. To that end, COPPA allows the school of the student/minor to act as the parent's agent, and can consent to the collection of kid's information on the parent's behalf.

What information do you collect from students/minors?

We do not collect any personal information from students under the umbrella of a teacher account with the exception of first name, the first letter of the last name, and the school they attend. Teachers have the option of changing a setting in order to allow for the input of students' last names. Teachers will only enable this option if the school district has given consent to do so. If the teacher, school, or school district wishes to delete these last names, they can do so by changing the setting back to last name initial only, after which all full last names will be permanently deleted from the server.

This information is gathered from the students directly, and not through the use of cookies. This information will only be used by their teacher in order to distinguish them from their classmates. **This information will never be disclosed to third parties for any reason.**

How do we use this personal information?

Señor Wooly, LLC never directly uses the personal information provided by students/minors. Only teachers or their agents use the information, to distinguish between students in their class.

Does Señor Wooly, LLC use or share the information for commercial purposes not related to the provision of the online services requested by the school? For instance, does Señor Wooly, LLC use the students' personal information in connection with online behavioral advertising, or building use profiles for commercial purposes not related to the provision of the online service?

No.

Does Señor Wooly, LLC enable the school to review and have deleted the personal information collected from their students?

Yes, at any time.

What measures does Señor Wooly, LLC take to protect the security, confidentiality, and integrity of the personal information that it collects?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All information you supply is transmitted via Secure Socket Layer (SSL) technology.

What are Señor Wooly, LLC's data retention and deletion policies for children's personal information?

How Señor Wooly can help during COVID-19 / Coronavirus

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All information provided by children is kept under the umbrella account of their teacher. The teacher can, at any time, delete the student from their umbrella account, which will erase all personal information from Señor Wooly, LLC servers. That said, Señor Wooly, LLC can also delete students' personal information. This can be requested by sending a notice of the request to Señor Wooly, LLC at senorwooly@senorwooly.com. Such request must include the name, teacher's name, and school of the minor making the request and the posted information, material and content on the website they are requesting to have removed. Upon receipt of such a request, Señor Wooly, LLC will remove material, information, and content posted on the website, including answers, results, scores, and other information provided as part of the use of programs, applications, practice activities, quizzes, or tests on the website.

Parental Rights

Señor Wooly, LLC will never require a child to disclose more information than is reasonably necessary to participate in an activity. At any time, parents can review their child's personal information, direct us to delete it, and refuse to allow any further collection of use of the child's information.

Señor Wooly, LLC believes there is no information on its website which is inappropriate or objectionable for viewing by children.

On-Line Eraser for Minors In California

California law provides for the ability of minors that are registered users of the website to request and obtain removal of material, information, and content posted on the website. Registered users 17 years of age or younger who are California residents, may request Señor Wooly, LLC to remove their own posted content on the website by sending a notice of the request to Señor Wooly, LLC at senorwooly@senorwooly.com. Such request must include the name, teacher's name, and school of the minor making the request and the posted information, material and content on the website they are requesting to have removed. Upon receipt of such a request, Señor Wooly, LLC will remove material, information, and content posted on the website, including answers, results, scores, and other information provided as part of the use of programs, applications, practice activities, quizzes, or tests on the website. Please note that in complying with such a request, the posted information, material, and content will no longer be visible to other users of the website or public, including teachers, schools, and school officials who have set up the programs, applications, practice activities, quizzes, or tests as part of a school program or class activity. The material, information, and content will not be deleted from the Señor Wooly, LLC server; it will just no longer be visible or accessible by other users or the general public. There are exceptions to complying to the request where the posted information, material, and content will not be removed from visibility to or access by other users, such as where federal or state law requires Señor Wooly, LLC or its third parties to maintain the information, material, and content, the information, material, and content is stored on or posted to

the Señor Wooly, LLC website by a third party, the information, material, and content is provided and maintained anonymously, the minor fails to follow the instructions regarding removal, or the minor has received compensation or other consideration for providing the information, material, and content.

Señor Wooly Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE AND BEFORE REVIEWING OR PURCHASING PRODUCTS, AS THEY AFFECT YOUR RIGHTS AS THEY RELATE TO USE OF THE WEBSITE AND PRODUCTS.

All users of this site agree that access to and use of this site, including the purchase of products, are subject to the following terms and conditions and other applicable law, including those referenced herein. Any access to or use of this website is undertaken at the user's own risk. If you do not agree to these terms and conditions of use, please do not use this website. These terms and conditions are subject to change at any time without prior notice. Any such changes will be reflected on this "Terms and Conditions of Use" page of the website.

Operator

This website is operated by Señor Wooly, LLC. The website address for Señor Wooly, LLC is <http://www.senorwooly.com>. The mailing address is Señor Wooly, LLC, P.O. Box 903, Skokie, IL 60076.

Copyright

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- show any material from the website in public venue for a commercial purpose;

- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website;
- redistribute material from this website, except for content specifically and expressly made available for redistribution.

Warranty Disclaimer

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Señor Wooly, LLC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Señor Wooly, LLC does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Señor Wooly, LLC does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you. Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitation of Liability

Señor Wooly, LLC shall not be liable for any special or consequential damages that results from the use of, or the inability to use, the materials on this site or the performance of the products, even if Señor Wooly, LLC has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a Señor Wooly, LLC product is mistakenly listed at an incorrect price, Señor Wooly, LLC reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Señor Wooly, LLC reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Señor Wooly, LLC shall issue a credit to your credit card account in the amount of the incorrect price.

Breaches of these terms and conditions

If you breach these terms and conditions in any way, Señor Wooly, LLC may take such action as Señor Wooly, LLC deems appropriate to deal with the breach, including suspending your access to the

website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Restricted access

Access to certain areas of this website is restricted. Señor Wooly, LLC reserves the right to restrict access to areas of this website, or indeed this entire website, at Señor Wooly LLC's discretion.

If Señor Wooly, LLC provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Señor Wooly, LLC may disable your user ID and password at Señor Wooly LLC's sole discretion without notice or explanation.

Term; Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Señor Wooly, LLC without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Notice

Señor Wooly, LLC may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Señor Wooly, LLC. Notices may be sent in the event of specials, sales, backorders, delays, etc. Though we pride ourselves on same day shipping, order processing may take up to 48 hours. Backordered items may take 7-10 days to ship out.

Acceptable Use

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Señor Wooly, LLC licensed employee, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site

or use the site to solicit others to join or become members of any other commercial online service or other organization.

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

Indemnification

You agree to indemnify, defend, and hold harmless Señor Wooly. LLC, its directors, officers, employees, agents, contractors, licensors, licenses, and suppliers, and successors, and assigns of each (collectively the "Service Providers") from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the website using your Internet account.

Choice of Law and Dispute Resolution

Your use of this website and all disputes between you and Señor Wooly, LLC directly or indirectly arising out of or relating to the website, representations or statements made by Señor Wooly, or Señor Wooly products (whether purchased via the website or otherwise) shall be governed in all respects by the laws of the state of Illinois, United States of America, without regard to its choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods or other law. Any dispute arising out of or relating to the website, representations or statements made by Señor Wooly, or Señor Wooly products (whether purchased via the website or otherwise) shall be subject to binding arbitration to take place in Chicago, Illinois, pursuant to the rules of the American Arbitration Association. To the extent that the foregoing arbitration provision may be held void or unenforceable, the exclusive forum and venue for all such disputes shall be the state and federal courts for Cook County, Illinois. Any cause of action or claim you may have with respect to the website, representations or statements made by Señor Wooly, or Señor Wooly products must be commenced within one (1) year after the claim or cause of action arises. Señor Wooly's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Señor Wooly may assign its rights and duties under this Agreement to any party at any time without notice to you.

Cancellations & Returns

We want you to be perfectly satisfied with your purchase. If you are not satisfied for any reason, you must contact us by email to request a return within (7) days of receiving the item to receive authorization to return the item. Items returned without authorization will not be accepted and returned to sender.

Refunds for items that are defective or that were not described accurately will include both the incoming and outgoing shipping charges. However, buyers returning items because of buyer's remorse will be refunded the purchase price but neither the incoming or outgoing shipping charges. Returned items must be returned in similar packaging and via the same shipping method by which it was shipped to the customer. Items returned are to be in the same condition as when they were sold and shipped or this guarantee is void.

A copy of the original sales invoice must accompany all returns with the return authorization number printed in plain sight. All returns should be shipped with sufficient postage and insurance for the buyer's protection. If items are not returned as per the above, the item will be returned to sender and no refund will be issued.

In order for any monetary or store credit to be given, the item being returned cannot show any signs of being used.