

# Friends of Willow Tree Privacy Policy

Friends of Willow Tree (“FOWT”) respects your privacy. We are therefore providing you with this statement of our privacy policy (“Privacy Policy”) related to the information we obtain from users of our website at Friends of Willow Tree (the “Website”).

This Privacy Policy governs the manner in which we collect, use, maintain and disclose information collected from users of the Website. This privacy policy applies only to information collected by the Websites and not to any information collected by us off-line or pursuant to other websites or other means of electronic communications. BY ACCESSING, VISITING, SUBMITTING ANY INFORMATION TO OR OTHERWISE USING THE WEBSITES OR ANY OF THEIR WEBPAGES, SUBDOMAINS OR FEATURES, YOU ARE ACCEPTING THE PRACTICES DESCRIBED IN THIS PRIVACY POLICY, AS WELL AS OUR TERMS AND CONDITIONS OF USE.

## **A. Amendments to This Privacy Policy**

We may update this Privacy Policy at any time. We encourage you to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically and become aware of modifications.

## **B. What information do we collect?**

We collect information from you in a variety of ways, including, when you visit the Websites, register on the Websites, respond to a survey, fill out a form, and in connection with other activities, services, features or resources we make available on the Websites. You may be asked for, when appropriate, your name, email address, account information, mailing address, phone number and credit card information. You may, however, visit our website without submitting personally identifiable information. We will collect personal identification information from you only if you confirm that you are over 18 years of age and voluntarily submit such information. If you are under the age of 18, we will collect personally identifiable information from you if we obtain consent from your parent or legal guardian. You can always refuse to supply personally identifiable information, except that it may prevent you from engaging in certain services provided on the website.

Our website is neither directed to, nor intended to be used by anyone who is less than 18 years of age without consent of their parents or legal guardian. You must represent that you are at least 18 years of age, or that you have the consent of your parent or legal guardian to use the website. We do not collect personally identifiable information from anyone we actually know is a minor under the age of 13, unless we have obtained consent from their parent or legal guardian. If we are notified that anyone under the age of 13 has supplied us with personal information without such consent, we will comply with the requirements of the Children’s Online Privacy Protection Act of 1998 (“COPPA”).

We may also collect non-personal identification information about you whenever you interact with the Websites. Non-personal identification information may include the browser name, the type of device and technical information about your means of connection to our website, such as the operating system, IP address, and the Internet service providers utilized and other similar information.

We may collect information in the form of website server logs. These logs are files that record activity on the website and gather statistics about users' activities, such as: (1) how many users have visited the website; (2) how often; (3) how many hits the website and a particular webpage has received; (4) sign-in and sign-off times for the website; (5) type and quality of the user's Internet connection to the website; (6) identification of the user's hardware and software accessing the website; (7) the features on the website you used; and, (8) the frequency of use. The entries comprising the logs contain IP addresses, user IDs, and identification of the Internet service provider that provides your connection to the Internet. Generally, we use the Logs to operate and improve the website, to identify the popularity of certain features, to assist with internal marketing and demographic studies, to enable us to assess overall efficiency and activity on the website, and to assess users' web-browsing activities, preferences, and habits. We also use the logs to monitor traffic on the website and to troubleshoot technical problems.

**C. What do we use your information for?**

In addition to what is set forth above, any of the information we collect from you may be used to improve customer service, to manage our business operations, for survey or other site feature or to send periodic emails. The email address you provide may be used to send you information, respond to inquiries, and/or other requests.

**D. How do we protect your information?**

We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information, including the use of SSL encryption protocols for personal information exchanged over the Websites.

**E. Do we use cookies?**

Yes. Cookies are small files that a site or its service provider transfers to your computers hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information. We use cookies to compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. You may choose to set your browser to refuse cookies, or to alert you when cookies are being sent. If you do, please note that some parts of the website may not function properly.

**F. Do we disclose any information to outside parties?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, managing our marketing and advertising programs, sponsoring events for our benefit or in relation to us, or providing services to you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our policies, or protect our or others' rights, property, or safety.

**G. Children's Online Privacy Protection Act Compliance**

We are in compliance with the requirements of COPPA (Children's Online Privacy Protection Act). We do not collect any information from anyone we know is under 13 years of age unless we obtain consent from their parent or legal guardian. The type of information collected may include necessary personal information to register for an event, request further information from us, submit or receive information related to school work or school related activities, or for other internal school functions. Such information may include the child's name, age, address, email address, school grade, school name, student identification number, and the name, address, phone number, and email address of the child's parent or legal guardian.

1. Consent of Parent or Legal Guardian.

If consent has not been previously obtained from the parent or legal guardian of the child, we will notify the parent or legal guardian by email and request consent to continue to communicate with the child or to maintain the information. If consent is not received within a reasonable time, the information will be deleted from our systems and we will cease communicating with the child.

2. We Will Not Disclose the Information.

We will not sell, trade, or otherwise transfer to outside parties any person's personally identifiable information. This does not include necessary disclosures to trusted third parties who assist us in operating our website, conducting our school business, managing our marketing and advertising programs, or providing services to you or your child, so long as those parties agree to keep this information confidential.

A parent or legal guardian has the option to agree to the collection of personal information from the child without consenting to disclosure of information to our trusted third parties. However, denying such consent may affect the child's ability to use certain features of the Websites or to participate in certain school events or activities.

We may also release information when we believe release is appropriate to comply with the law, enforce our policies, or protect our or others' rights, property, or safety.

3. Revoking Consent.

At any time, a parent or legal guardian may revoke his/her consent, refuse to allow an us to further use or collect their child's personal information, and direct us to delete the information (except that required for record keeping purposes). In such event, we may terminate any service provided to the child, but only if the information at issue is reasonably necessary for the child's participation in that activity.

4. Access to the Information

At the request of a parent or legal guardian, we will disclose the general kinds of personal information we have collect online from a child as well as the specific information

collected from a child who visited our Websites. Prior to providing such information, we will use reasonable steps to verify the identity of the child's parent or legal guardian.

#### **H. California Privacy Rights Under California Civil Code Section 1798.83**

If you are a resident of California, in addition to the rights set forth in this Privacy Policy, you generally have the right to request information from us regarding the manner in which we share certain categories of personal information with third parties for their direct marketing purposes. However, under the law, a business is not required to provide this information if it adopts and discloses to the public in its privacy policy a practice of not disclosing a user's personal information to third parties for their direct marketing purposes unless the user first affirmatively agrees to the disclosure. Rather, the business may comply with the law by notifying California users of their rights to prevent disclosure of personal information and providing a cost free means to exercise that right. We do not share personal information with third parties for their direct marketing purposes unless you have requested us to do so, or have otherwise consented, and then subject to your right to opt-out of sharing your personal information for third party marketing purposes.

Please note that whenever you opt-in to receive future communications from a third party, your information will be subject to the third party's privacy policy. If you later decide that you do not want that third party to use your information, you will need to contact the third party directly, as we have no control over how third parties use your information. You should always review the privacy policy of any party that collects your information to determine how that entity will handle your information.

California users may request further information about our compliance with this law by emailing: [fowt@willowtreelearning.org](mailto:fowt@willowtreelearning.org). Please note that we only are required to respond to one request per user each year, and we are not required to respond to requests made by means other than through this email address.

#### **I. Our Do Not Track Policy**

Some browsers have a "do not track" feature that lets you tell websites that you do not want to have your online activities tracked. At this time, our website is not set up to respond to browser "do not track" signals.

#### **J. Online Privacy Policy Only**

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

#### **K. Your Consent**

By using our site, you consent to our privacy policy.

#### **L. Changes to our Privacy Policy**

If we decide to change our privacy policy, we will post those changes on this page.

#### **M. Contacting Us**

If there are any questions regarding this privacy policy you may contact us using the information below.

Friends of Willow Tree

PO Box 1505

Bonsall, CA 92003

(760) 260-3155

fowt@willowtreelearning.org

## Friends of Willow Tree Website Terms of Use

Friends of Willow Tree (“FOWT”) website is maintained as a service to its clients (“User”). By using this site, the User agrees to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this Website.

**A. Agreement.** This Agreement (the “Agreement”) specifies the Terms and Conditions for access to and use of [www.friendsofwillowtree.org](http://www.friendsofwillowtree.org) and describes the terms and conditions applicable to access of and use of the website. This Agreement may be modified at any time by FOWT upon posting of a modified agreement. Any such modifications shall be effective immediately. The User can view the most recent version of these terms at any time at [www.friendsofwillowtree.org/termsfuse](http://www.friendsofwillowtree.org/termsfuse). Each use by the User shall constitute and be deemed unconditional acceptance of the Agreement.

**B. Privacy.** User’s visit to the Websites is also governed by FOWT Privacy Policy. Please review the Privacy Policy at [www.friendsofwillowtree.org/privacypolicy](http://www.friendsofwillowtree.org/privacypolicy)

**C. Ownership.** All content included on the Websites is and shall continue to be the property of FOWT or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights laws. Any copying, redistribution, use or publication of any such content or any part of the Websites is prohibited, except as expressly permitted in this Agreement. Under no circumstances will the User acquire any ownership rights or other interest in any content by or through the use of the Websites.

**D. Intended Audience.** The sites are intended for adults and may also be used by children of school age. We are in compliance with the requirements of COPPA (Children’s Online Privacy Protection Act). Our privacy policy regarding children’s information may be viewed at [www.friendsofwillowtree.org/privacypolicy](http://www.friendsofwillowtree.org/privacypolicy).

**E. Trademarks/Service Marks.** Friends of Willow Tree “FOWT” is a trademark, service mark or registered trademark/service mark and logo of FOWT. Other product and company names mentioned on this Website may be trademarks/service marks of their respective owners.

**F. Website Use.** FOWT grants a limited, revocable, nonexclusive license to use the Website solely for personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. User agrees not to copy materials on the Websites, reverse engineer or break into the Websites, or use materials, products or services in violation of any law. The use of

the Websites is at the discretion of FOWT and FOWT may terminate User's use of the Websites at any time.

**G. Compliance with laws.** User agrees to comply with all applicable laws regarding your use of the Websites. User further agrees that information provided by User is truthful and accurate to the best of User's knowledge.

**H. Links to Third Party Websites.** The Websites may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of FOWT and FOWT is not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. FOWT is not responsible for webcasting or any other form of transmission received from any Linked Site. FOWT provides these links only as a convenience, and the inclusion of any link does not imply endorsement by FOWT of any site or any association with its operators.

**I. Materials Provided to FOWT or Posted on the Websites.** FOWT does not claim ownership of the materials User provides to FOWT (including feedback and suggestions) or post, upload, input or submit to FOWT (collectively, "Submission(s)"). However, by posting, uploading, inputting, providing or submitting a submission, User is granting FOWT, its clients, affiliates and necessary sublicensees' permission to use the submission in connection with the operation for their businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat the Submission; and to publish User's name in connection with the Submission.

No compensation will be paid with respect to the use of the Submission, as provided herein. FOWT is under no obligation to post or use any submission provided and may remove any Submission at any time in FOWT's sole discretion.

By posting, uploading, inputting, providing or submitting a Submission, User warrants and represents that User owns or otherwise controls all of the rights to the Submission as described in this section including, without limitation, all the rights necessary to provide, post-upload, input or submit the Submission(s).

**J. Indemnification.** User agrees to indemnify, defend and hold FOWT and its clients, officers, directors, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to violation of this Agreement or use of the Websites.

**K. Disclaimer.** THE INFORMATION ON THIS SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. USER AGREES THAT USE OF THE WEBSITES IS AT USER'S SOLE RISK. THE WEBSITES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. FOWT DISCLAIMS ALL WARRANTIES OF ALL KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT USER'S JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. USER'S SOLE AND EXCLUSIVE REMEDY RELATING TO USE OF THE WEBSITES SHALL BE TO DISCONTINUE USING THE WEBSITES.

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT THE WEBSITES OR ANY OF THE WEBSITES' MATERIALS WILL BE FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR MISAPPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION. YOU ARE RESPONSIBLE FOR THE IMPLEMENTATION OF SUFFICIENT PROCEDURES, FIREWALLS AND CHECKPOINTS WHICH SATISFY YOUR PARTICULAR REQUIREMENTS FOR SECURITY, ACCURACY, AND DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO THE WEBSITES OR THIS SERVER, FOR THE RECONSTRUCTION OF ANY LOST DATA, INCLUDING BUT NOT LIMITED TO ANY DOWNLOADS FROM THE WEBSITES OR THIS SERVER.

**L. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL FOWT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES AFFILIATED WITH THIS WEBSITE OR PROVIDING INFORMATION ON THIS WEBSITE OR VIA OTHER CHANNELS, BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITES, USER'S WEBSITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES AND/OR CONTENT IS TO CEASE ALL OF USER'S WEBSITE USE.

User may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, the exclusions of limitation in this Agreement that directly conflict with such laws may not apply.

**M. Use of Information.** FOWT reserves the right, and User authorizes us, to use and assign all information regarding Site uses and all information provided in any manner consistent with the Privacy Policy.

**N. Copyrights and Copyright Agent.** All contents of the Sites are: Copyright by and/or its clients or affiliates. All rights reserved. If User believes User's work has been copied in a way that constitutes copyright infringement, please provide a notice containing all of the following information to the Director at: [fowt@willowtreelearning.org](mailto:fowt@willowtreelearning.org)

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that is claimed to have been infringed upon;
- c. A description of where the material that is claimed to be infringing is located on the Sites;
- d. A current address, telephone number, and e-mail address;
- e. A statement that based upon a good faith belief, that the dispute use is not authorized by the copyright owner, its agent, or the law; and

f. A statement made under penalty of perjury, that the above information in the notice is accurate and the signer is the copyright owner or authorized to act on the copyright owner's behalf.

**Q Applicable Law.** User agrees that the laws of the State of California, without regard to conflicts of laws provisions will govern these Terms and Conditions of Use and any dispute that may arise.

**P. Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

#### **Q HOW TO CONTACT US**

Friends of Willow Tree  
PO Box 1505  
Bonsall, CA 92003  
(760) 260-3155

[fowt@willowtreelearning.org](mailto:fowt@willowtreelearning.org)