

# SENECA

## TERMS OF SERVICE

### Payment

We accept the following forms of payment for online purchases: Visa, Mastercard, American Express, Diners Club, Apple Pay, Google Pay, JCB, ELO and Discover. All orders are processed securely using HTTPS. Full payment is required to confirm your order. Upon payment, a tracking number will be provided and sent for confirmation. The final payment will include applicable shipping charges and taxes. Sales tax is only charged to residents living in New York state (8.875%).

### Digital Codes and Coupons

We occasionally offer Digital Codes and Coupons (collectively, the "Coupon" or "Coupons") for promotional events and customer services. When accepting Coupons, we follow the guidelines below to ensure that you are provided the best service.

Unless otherwise stated, all Coupons are for one-time use, one person per coupon, and applied per order only. The Coupons cannot be combined with other Coupons or offers. The Coupons are not refundable or redeemable for cash. You can only use the Coupons for Seneca merchandise sold at [www.thinkseneca.com](http://www.thinkseneca.com). We cannot extend the use of the Coupons to our third party retail partners or physical Pop-Up stores. If the Coupon is an exclusive offer to you, you shall not post, publish, and/or share it with the general public. If we deem the Coupons used not compliant with our Policy, we reserve the right to decline or limit the use of ANY Coupons.

We consider the Coupon void under the following conditions:

- The Coupon is expired.
- The Coupon does not belong to the original owner.
- The Coupon is transferred, purchased, sold, and/or prohibited by law.
- The Coupon is altered and/or modified.
- The Coupon is issued by other companies, organizations, and/or individuals unauthorized by and/or unaffiliated with Seneca.

In case of Return: The Coupon reduces the refundable amount, and the Coupon Value will not be given back upon return of the merchandise.

### Gift Cards and Store Credit

A Store Credit is a balance issued when your item is nonrefundable but authorized for a return and exchange at [www.thinkseneca.com](http://www.thinkseneca.com). You can treat the Store Credit and Gift Card (collectively, the "Credit" or Credits") as you would cash. The Credits are, however, not refundable or redeemable for cash. When accepting the Credits, we follow the guidelines below to ensure that our customers are provided the best service.

The Credit must be entered at the time of purchase. The available balance in the Credit will be applied to the purchase total. If the current value of the Credit exceeds the purchase total, the remaining balance will be retained on the Credit.

Unless otherwise stated, all Credits are for one-time use and one person per Credit. You can only use the Credits for Seneca merchandise sold at [www.thinkseneca.com](http://www.thinkseneca.com). The Credits cannot be used to buy Gift Cards. The Credits cannot be transferred or extended to be used at our third-party retail partners

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or physical Pop-Up stores. The Credits can have an expiration date, up to 1-year from the date of issue or purchase.

If we deem the Credits used not compliant with the Policy, we reserve the right to decline or limit the use of ANY Credits.

We consider the Credit void under the following conditions:

- The Credit is expired.
- The Credit does not belong to the original owner.
- The Credit is transferred, purchased, sold, and/or prohibited by law.
- The Credit is altered and/or modified.
- The Credit is issued by other companies, organizations, and/or individuals unauthorized by and/or unaffiliated with Seneca.
- The Credit is combined with other Credits or offers, unless otherwise authorized by Seneca.

Return of a cash and credit purchase: If a return is authorized, any refunds will be issued to its original form of payment. Credits cannot be refunded or redeemed for cash.

## **Seneca Referral Program Terms**

The Seneca Referral Program offers users the opportunity to receive referral discounts on future Seneca purchases by referring new customers to Seneca. As a member of Seneca's Referral Program (a "Referrer"), you are subject to Seneca's Terms and Conditions and Seneca Privacy Policy as well as to the additional terms set forth in these Referral Program Terms. Please note that, unless we define a term in these US Referral Program Terms, all capitalized terms used herein have the same meanings as in our Terms and Conditions.

Definitions:

- **Referrer.** Any individual who is otherwise eligible to participate may become a member of Seneca Referral Program by clicking on the "Refer a Friend" Program link provided by Seneca to the individual via email.
- **Referred Customer.** A person in the United States who arrives to the Site by using the unique Referral Program Site link provided by a Referrer. The Referred Customer and the Referrer cannot be the same person (for example, by using a different email address), as determined at Seneca's sole discretion.
- **Qualified Referral.** A Qualified Referral is defined as a first-time purchase of Products made via the Site by a Referred Customer, that has a total value of at least US\$100 (excluding taxes, discounts, shipping charges, returns, cancelled Transactions, and any applicable third party fees); and purchased by a purchaser located in the US for shipping to an address located in the US.
- **Referral Reward.** A credit in the amount of US\$20, awarded to Referrers for each Qualified Referral.

How It Works:

- As a Referrer, click on the "Refer a Friend" link in your email, or at [www.thinkseneca.com/referral](http://www.thinkseneca.com/referral) and follow the instructions to share a unique Referral Program Site link through email, social media (either by Facebook post or a direct message on Facebook) or by copying the link and sharing directly with friends and family.
- When a Referred Customer uses your unique Referral Program Site link to make a purchase that qualifies as a Qualified Referral:

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- The Referred Customer can receive a US\$20 discount off their Qualified Referral purchase; and
- The Referrer will receive a Referral Reward. Referral Rewards will be available for use a coupon sent via email within 14 days following a purchase made by a Qualified Referral. Referral Rewards can only be used for purchase of Products via the Site and are not redeemable for cash or gift cards. Referral Rewards may only be redeemed for purchases made in United States Dollars. Each individual Referrer can only obtain a maximum number of twenty (20) Qualified Referrals, for a maximum possible Referral Reward of US\$400. As a Referrer, you are responsible for any and all tax liability resulting from Referral Rewards.
- Limitations. The Referrer's unique referral link may not be shared, sold, or used in any way except by the Referrer alone to obtain Qualified Referrals; referral links shared to or obtained through other sources (such as through a posting to a third-party intermediary or website) will not be honored. Referrers are limited to one (1) Qualified Referral for each Referred Customer made via the Referral Program Link; in other words, additional/repeat purchases made by a Referred Customer are not counted as additional Qualified Referrals.
- Eligibility. Seneca Referral Program cannot be used by businesses or individuals for affiliate lead generation or posted on discount sites.
- No Combination. Referred Customers may not combine any discounts obtained through their use of the Referral Program with any Offer Codes offered by Seneca.
- Compliance with Applicable Law. As a Referrer, you agree to comply with all applicable law, including, but not limited to the CAN SPAM Act. Any distribution of your Referral Program link that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your Account and exclusion from Seneca Referral Program.
- Right to Terminate Accounts. Seneca reserves the right to terminate the Account of any Referrer and/or Referred Customer at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Referrer and/or Referred Customer's conduct to be in violation of these Referral Program Terms.
- Right to Cancel Program or Change Terms. Seneca reserves the right to cancel the Referral Program and to revise these Referral Program Terms from time to time. If we make any material changes to these Referral Program Terms, we'll notify you of those changes by posting them on the Services. If the Referral Program is terminated, any unclaimed Referral Rewards will be forfeited at that time.

## Shipping

We ship out orders within 2 business days of your order being processed. Upon shipment, you will receive a shipping notification email with the shipment service and tracking information. We may not process, ship or deliver your order during weekends or holidays. If you do not receive the notification from us within 48 hours, please contact us at [Livia@thinkseneca.com](mailto:Livia@thinkseneca.com).

We offer free ground shipping on all orders within the U.S and they will deliver via USPS, FedEx or UPS. Once shipped, orders deliver within 2 - 7 business days. Orders may be upgraded to expedited shipping for an additional fee. Note that expedited orders must be placed by 12pm ET Monday-Friday to ship out the same day. We do not ship to P.O. boxes, APO/FPO, Hotel Rooms or any Temporary Addresses.

Shipping is currently limited to US Domestic, we do not ship internationally... yet.

## Changes and Updates

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For any request regarding order details, or delays / other issues, please contact us at [Livia@thinkseneca.com](mailto:Livia@thinkseneca.com). Once your order has shipped, we cannot cancel the order or update the order details. While we monitor all tracking numbers originated from us, you, as a receiver, are responsible to check and track the package. If you experience any problem with the delivery, please contact us and we will work with the logistics provider to resolve. Please note that delivery time can be affected by holidays, weather conditions, customs laws or other variables which are beyond our control.

**Invalid Addresses and Undeliverable Packages** We do not hold responsibility for delayed deliveries or lost packages due to incorrect or incomplete addresses provided by the customer. Once we retrieve the undeliverable packages, we will cancel the order and process the refund immediately. If the returned package requires any extra shipping costs, we deduct it from the final refund. We do not refund or replace items unless we receive the returned packages.

## Returns and Exchanges

45 days to return for a refund, 45 days to exchange / return for store credit. You may return or exchange unworn, unwashed and unaltered items purchased from Seneca within 45 days from date of purchase for an original payment refund and within 45 days from date of purchase for a store credit refund or an exchange (based on availability)

Returns are free we will provide a pre-printed UPS return label with your order

3 Step process to return an item:

1. Contact us at [Livia@thinkseneca.com](mailto:Livia@thinkseneca.com) to initiate the return or exchange process
2. We will email you a pre-paid UPS label. Simply print, place on the package and drop off at a UPS store, or schedule a UPS pickup
3. Once we receive and process your return, we will refund the total purchase amount to the original payment method used within 5-7 business days. Exchanged products will be re-shipped within 2 business days after we receive and process your return.

## Refunds

Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. If your returned item(s) is approved, we will then process the refund immediately. A credit will be applied to your credit card or another original method of payment, within 5 or 7 business days.

To receive a refund based on purchase price of the item(s) and in the original form of payment:

- The return should be requested within 45 days of receipt of delivery.
- The item(s) must be postmarked within 45 days from when it(they) was delivered.
- The item(s) must be unused, in saleable condition
- The item(s) must include all original tags

## Exchanges

Exchanges are subject to availability of the requested exchange item. We will ship your new product(s) within 48 hours of having received and processed the returned goods.

## Pre-Orders

If a product is not yet available to ship, you may still place a pre-order to secure your purchase. You will be charged at the time of placing the order. Your placing of a pre-order constitutes your agreement to

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Seneca charging for the product and service to your provided payment method at such time. For more information regarding our policy on payment, please check the Payment section.

Any order containing a pre-order item will ship within 4 weeks from or before the date suggested at the time of purchase, along with the items that are currently available. Please note that the expected time frame is not guaranteed, and a delay may occur. If you want to receive the in-stock items first, separate from the pre-order item, please inquire via an email at [Livia@thinkseneca.com](mailto:Livia@thinkseneca.com).

When placing a pre-order, you will be required to provide certain information, such as your shipping address and billing information. Please ensure that all such information is accurate and current. We shall have no responsibility or liability for inaccurate or outdated information. You may request to update your shipping information at any time prior to your item being shipped by sending an email to [Livia@thinkseneca.com](mailto:Livia@thinkseneca.com), with a subject line that includes your order number. Once your pre-order has shipped, we cannot update the shipping information for you. If you may need to change your shipping address, you shall contact the shipping company on your own to request the delivery change. Please note that we do not cover any additional fees or charges resulting from the delivery change.

A pre-order cannot be canceled or refunded once confirmed. You can, however, request to exchange it with a different product, which is in stock. Alternatively, a store credit will be issued for 1-year use on [www.thinkseneca.com](http://www.thinkseneca.com). For more information, please check the Returns and Exchange.

## **Cancellations**

If for any reason, we are unable to fulfill your order, we reserve the right to cancel the order. In the events of the cancellation, customers will receive a full refund. We will notify the customer immediately (using the contact information provided by the customer). We are, however, not obligated to obtain permission or acknowledgment prior to the cancellation.

## **Privacy Policy**

**Information That You Provide:** Seneca respects your right to privacy. Accordingly, we do not share or sell the information that you provide to any third-parties. Any and all information that you provide is used solely for the purpose of processing your order.

**Automatic Information:** Some information is received and stored automatically whenever you interact with us. "Cookies" are one example of this type of information. A "cookie" is a text file that websites send to visiting computers or devices to identify the visiting computer or device. No personal information you provide is saved in these cookies. These tools collect information about visitor traffic in relation to appropriate ads using third-party website analytics tools.

For more information, please check our [Privacy Policy Page](#)

## **Assistance**

For assistance, please feel free to contact us using our form or at [Livia@thinkseneca.com](mailto:Livia@thinkseneca.com)