



# Proposal for Mann Elementary School

Attention: **Connie Crigger, Principal**

Thank you very much for your interest in Bloomz for Schools Premium. We have customized this proposal for your school based on our discussions and your needs, including student enrollment, feature set and others. Please review and sign below so we can set your school up.

## 1. Premium Package

Your Bloomz for Schools Premium for Schools package includes the following:

<ul style="list-style-type: none"> <li>• Teacher Functionality</li> </ul>	Everything in the teacher premium package (see addendum A)
<ul style="list-style-type: none"> <li>• Administrator Access</li> </ul>	Access to all classes in your school/community
<ul style="list-style-type: none"> <li>• School wide communication, coordination</li> </ul>	Everything in our free package, including school-wide updates, announcements, alerts, event scheduling, volunteer signups, class & group creation, student portfolios, behavior management and translation. There are no limits on classes, teachers, admins, and parents.
<ul style="list-style-type: none"> <li>• Student App and Robo Calling</li> </ul>	<b>COMING LATER IN 2019</b> - Student App which will allow 2 way messaging for teachers and students while providing a UI for high school and simplified UI for lower grades. Robo Calling allows admins to record their voice and deliver the voice message school-wide via phone call/voicemail.
<ul style="list-style-type: none"> <li>• Parent Convenience Pack</li> </ul>	<b>PREMIUM FEATURE.</b> As value added to your school parents, they will not need to pay for the "Bloomz Convenience Pack" subscription to download pictures of their students to their mobile device.
<ul style="list-style-type: none"> <li>• Cross-year student timelines</li> </ul>	<b>PREMIUM FEATURE.</b> Visibility of both student portfolios and behavior management for students in your school, across classes and time.
<ul style="list-style-type: none"> <li>• SIS import</li> </ul>	<b>PREMIUM FEATURE.</b> Bulk import from Student Information System integration via spreadsheet or CSV file.
<ul style="list-style-type: none"> <li>• Administrator dashboard</li> </ul>	<b>PREMIUM FEATURE.</b> An administrator dashboard with relevant statistics and data to understand how your teachers are using Bloomz for their parent communication.
<ul style="list-style-type: none"> <li>• Unlimited cloud storage</li> </ul>	<b>PREMIUM FEATURE.</b> No limits on photos, documents, video or any other storage for the term of your subscription.
<ul style="list-style-type: none"> <li>• Support</li> </ul>	<b>PREMIUM FEATURE.</b> Get premium support level through email, phone or messaging (via Facebook).

## 2.A: ALL INCLUSIVE pricing option for your school

Your full annual subscription will begin 08/01/2019 with this plan to provide the most complete app for parent communication and coordination to all teachers, parents and administrators in your school with 840 student enrollment.

Name	Price/year	QTY	Subtotal
Bloomz Premium for Schools Per student enrollment - per student per year	\$6.49	840	\$5,451.60
Referral Program (10% OFF) Referred by Stephanie Stambaugh	-\$0.65	840	-\$546.00
Champion Program (10% OFF) Details in #4 below	-\$0.65	840	-\$546.00

Subtotal **\$4,359.60**

**Total for Year 1 \$4,359.60**

## 2.B. A LA CARTE pricing option for your school

Your full annual subscription will begin 08/01/2019 with this plan to provide the selected components from A la Carte choices from below with the most advanced app for parent communication and coordination to all teachers, parents and administrators in your school with 840 student enrollment.

Name	Price/year	QTY	Subtotal
Basic Bloomz Messaging messaging/posts/announcements/alerts/feed Per student enrollment - per student per year	\$3.50	840	\$2,940.00
Remind Match Guarantee Quoted at \$3/student - requires written quote	-\$0.50	840	-\$420.00
Add Calendar/Volunteers/Conferences INCLUDED IN PRICE - One time only	\$0.00	840	\$0.00
Add Behavior Per student enrollment - per student per year	\$1.50	840	\$1,260.00
Referral Program (10% OFF) Referred by Stephanie Stambaugh	-\$0.45	840	-\$378.00
Champion Program (10% OFF) Details in #4 Below	-\$340.20	1	-\$340.20

Subtotal **\$3,061.80**

**Total for Year 1 \$3,061.80**

**Which option do you choose?**

**Payments begin** 08/01/2019 and will align to the following payment schedule that you select with standard 5% annual increase included below for your budgeting convenience (Please note that future year totals will be updated with the then enrollment counts):

☐ ALL INCLUSIVE

<p><b>Year 1</b>  <b>Full Subscription starts</b>  <b>8/01/2019 - 7/31/2020</b></p> <p><b>\$4,359.60</b></p>
--

☒ A LA CARTE with selected modules

<p><b>Year 1</b>  <b>Full Subscription starts</b></p>
---

8/01/2019 - 7/31/2020

**\$3,061.80**

The first year term of this agreement is from Signed Date to 08/01/2019 , billed annually.  
This proposal needs to be signed on or before 08/09/2019 to keep this pricing.

**Note:** Bloomz' **Better Product & Better Price** guarantee: Bloomz will match or beat price of any competitor of similar quality and functionality with a verifiable competitive quote at the time of signing this deal to ensure you are getting the best product in the market at a better price.

### **3. Referral Program (Earn up to 50% discount on your subscription!)**

**Step 1:** Share this code: MES091 with everyone you speak to about Bloomz.

**Step 2:** Those schools/communities buy Bloomz for Schools Premium and share that code with us at the time of purchase.

**Step 3:** Each new school that used your code gets 10% off their year 1 subscription.

**Step 4:** Your school gets 10% discount applied (calculated against the lesser of the your and referred school's subscription prices) for every referral (up to 50% max discount of your subscription) on your following year's Bloomz Premium renewal.

*TIP:* Get more communities to use your referral code every year to maximize your savings on every year's renewal.

*TIP:* Participation in Referral Program permits Bloomz to share your unique code with other schools and communities in your area to help maximize your potential savings.

**4. Champion Program** - 10% discount off the rate when a leader of your school/community participates in the following within the first 12 months of your Bloomz Premium for Schools subscription:

- Write a blog about the benefits of Bloomz at your school/company
- Post 10 social media posts sharing success stories with Bloomz
- Participate in Case Study at school/company level
- Select 1 school in the district to participate in school level Case Study
- Refer other school/company(s) to Bloomz Premium

### **5. Payment terms**

At expiration of free pilot, we will invoice you for your first full year's subscription and payment is due within 30 days. Each subsequent year we will invoice you prior to the beginning of the new year, and payment is due within the first 30 days of the new year. Contract renews at the end of

the term, at the then current price, unless otherwise expressed in writing within the 60 prior to the termination of the current contract. If there are enrollment increases during the year beyond the count listed above, you will be sending the overage fee calculated per the "Additional Per-Student Pricing". At the end of each year during the term of this contract, school should resend the district/official student enrollment count at your school and we will adjust pricing accordingly. Any changes in pricing will be notified to you in writing, prior to your annual billing or renewal.

**Note: You can cancel in writing with in 15 days (pilot phase) with no obligation.** At any time beyond the pilot phase, you can cancel the contract to stop using the service but you are required to pay the full committed contractual amount for the remainder of the contract period within 30 days from cancellation.

**6. Privacy**

Bloomz is committed to your and your community's privacy and security. Please read our privacy policy available on [www.bloomz.com/privacypolicy](http://www.bloomz.com/privacypolicy).

**7. Other Terms and Conditions**

By signing below, you also agree to our general terms of use available on [www.bloomz.com/terms](http://www.bloomz.com/terms). You understand that some of the features stated above are not yet available on Bloomz, but will be made available in the future. Bloomz commits to do everything in their ability to launch the above features in the above stated time. Any changes to the above will be communicated to you in advance and we'll make every effort to make up for changes in time or feature set.

**8. Signature:**

Signature:	
Printed Name:	
Role:	
Date:	
Email:	

Phone Number:

Address:

## **Addendum A**

### **Teacher Premium Features**

	<b>Free</b>	<b>Premium (Included with Bloomz for Schools Premium)</b>
Post with updates, pictures & video	√	√
Calendar & Event Scheduling	√	√
Parent-teacher conferences, volunteer signups	√	√
Student portfolios	√	√
Behavior management	√	√
Digital flyers and parent resources	√	√
Convenience Pack included for parents		√
Bulk media downloads		√
Unlimited cloud storage	125 media items	√
Ability to disable downloads		√
Easy video creation from class pictures		√ 10 video stories
Data dashboard		√
Different calendar views (week, month views, past events)		√
Photo captions		√
Print event history		√
Support	Online Help Center, Email	Online Help Center, Email, Messaging (via Facebook)





## **Addendum B**

### **Summary of School Premium Features**

	<b>Free</b>	<b>Premium</b> <b>(Included with Bloomz for Schools Premium)</b>
Teacher Functionality	Free Plan	Premium Plan
Administrator Access	N/A	√
School wide communication, coordination	N/A	√
Digital flyers & Parent resources	√	√
Free Convenience Pack for parents		√
Cross-year student timelines		√
SIS import (Spreadsheet/CSV)		√
Administrator dashboard		√
Unlimited cloud storage	N/A	√
Premium Support		√

## Terms of Use

Effective date: August 1, 2019

Welcome to Bloomz! Please read these terms of use carefully ("Terms"). The following Terms are a legally binding contract between you and Bloomz, Inc. ("Bloomz", "we", or "us"). These Terms govern and apply to your access and use of [www.bloomz.net](http://www.bloomz.net) and Bloomz' services available via Bloomz' website and mobile apps (collectively, the "Service(s)" and/or the "App(s)"). By accessing or using our Service, you agree to be bound to all the terms and conditions described, including the Bloomz Privacy Policy. If you do not agree to all these terms and conditions, do not use our Service.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you", "your" or "Member" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service.

We reserve the right, at our discretion, to change these Terms at any time. If they do change, we will do our best to tell you in advance by placing a notification on the Bloomz.net website, or by sending you an email or notification through our app. You may also check these Terms periodically for changes. If you use the Service in any way after a change to the Terms is effective, then please remember that means you agree to all the Terms. If you have any questions, comments, or concerns regarding these Terms or the Service, please contact us at [support@bloomz.com](mailto:support@bloomz.com).

### 1. Eligibility

You must be at least eighteen (13) years old to use the Service. By agreeing to the Terms, you represent and warrant to us that you are at least thirteen (13) years old and, that your registration and your use of the Service is in compliance with any and all applicable laws and regulations.

Teachers can authorize parents and family members to view information in their child's portfolio, timeline or profile. By creating a parent account and accessing the student's information, you agree that you are the legal guardian of the student or have permission from the legal guardian of the student to create a parent account and access the student's information.

As a parent, you will only be able to access your child's information. Other parents and adults may be able to see user submissions related to your child if they are submitted in a group or group conversation or if your child is tagged in a submission with their child, such as when a teacher posts a group picture to the whole classroom, or when your child collaborates with other kids and work is shared on their portfolio.

If you're under the age of 13, you may only use the Service by obtaining parental consent as described in our Privacy Policy and as required by federal and local regulation. Students agree to use Bloomz in a manner that is appropriate to the classroom. You may not violate the policies of your school or school district in your use of Bloomz. Individuals outside of the United States are required to follow their local regulation with regards to consent and minimum age. If you are aware Bloomz is collecting information from a student without parental consent, please contact us immediately at [support@bloomz.com](mailto:support@bloomz.com) and we will take appropriate action.

## **2. Privacy Policy**

Please read the Bloomz Privacy Policy carefully for information regarding our collection, use, and disclosure of your personal information. If any conflict exists between the Terms and our Privacy Policy, the Terms will prevail.

## **3. Accounts and Registration**

You promise to provide us with accurate, complete, and updated registration information about yourself. You will also be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password. You agree to accept responsibility for all activities that occur under your account. You may not transfer your account to anyone else without our prior written permission.

If you have reason to believe that your account is no longer secure for any reason (for example, in the event of a loss, theft or unauthorized disclosure or use of your password), then you agree to immediately notify us at support@bloomz.com. If you violate the terms of this Agreement, Bloomz reserves the right to reclaim any username you have registered.

## **4. Intellectual Property Rights**

### **4.1 Content**

The materials displayed or performed on the Service, (including, but not limited to, text, graphics, articles, photos, images, illustrations, User Submissions (defined below), and so forth (the "Content") and the trademarks, service marks and logos contained on the Service ("Marks"), are protected by copyright and other intellectual property laws. Content is provided for your information and personal use only and may not be used, copied, distributed, transmitted, displayed, sold, licensed, reverse engineered, de-compiled, or otherwise exploited for any other purposes whatsoever without prior written consent of the owner of the Content or in any way that violates someone else's rights, including Bloomz'. You understand that Bloomz owns the Service. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), creative derivative works based on, or otherwise exploit any of the Service.

### **4.2 User Submissions**

Anything you post, upload, share, store, or otherwise provide through the Service is your "User Submission." You retain copyright and any other proprietary rights you hold in the User Submission that you post to the Service. For all User Submissions, you hereby grant Bloomz a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free right and license to host, transfer, display, perform, reproduce, modify, distribute and re-distribute, and otherwise exploit your User Submissions, in whole or in part, in any media formats and through any media channels (for example making sure your content is viewable on your iPhone as well as your computer). This is a license only – your ownership in User Submissions is not affected.

By posting and sharing User Submissions with other users of the Service, you hereby grant those users a non-exclusive license to access and use such User Submissions.

- You are solely responsible for your User Submissions and the consequences of posting or publishing User Submissions. By posting and publishing User Submissions, you affirm, represent, and warrant that: You are the creator and owner of, or have the necessary licenses, rights, consents, and permissions to use and to authorize Bloomz and users of the Service to use and distribute your User

Submissions as necessary to exercise the licenses granted by you in this Section 4 and in the manner contemplated by Bloomz and the Terms;

- Your User Submissions, and the use thereof as contemplated herein, does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (c) contain any viruses, adware, spyware, worms, or other malicious code; or (d) violate any applicable law or regulation.

We are under no obligation to edit or control User Submissions that you and other users post or publish, and will not be in any way responsible or liable for User Submissions. You understand that when using the Service you will be exposed to User Submissions from a variety of sources and acknowledge that User Submissions may be inaccurate, offensive, indecent or objectionable. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Bloomz with respect thereto. We expressly disclaim any and all liability in connection with User Submissions. If notified by a user or content owner that User Submissions allegedly does not conform to the Terms, we may investigate the allegation and determine in our sole discretion whether to remove the content, which we reserve the right to do at any time and without notice. For clarity, Bloomz does not permit copyright infringing activities on the Service.

## **5. DMCA Notification**

We comply with the provisions of the Digital Millennium Copyright Act (DMCA) as it relates to online service providers, like Bloomz, removing material that we believe in good faith violates someone's copyright. If you have any complaints or objections to material posted on the Service, you may contact us at: support@bloomz.com. To learn more about DMCA, click [here](#).

## **6. FERPA**

Certain information that may be provided to Bloomz by teachers, teacher aides, or other personnel at an Institution ("School Official") that is directly related to a student and maintained by an Institution, may be considered an education record ("Education Record") under the Family Educational Rights and Privacy Act ("FERPA"). Other information provided to Bloomz by School Officials about a student, such as student name and grade level, may be considered directory information under FERPA ("Directory Information") and thus not an Education Record. A school may not generally disclose personally identifiable information from an eligible student's education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA ("FERPA Exemption(s)"), including the exemption for Directory Information ("Directory Information Exemption") or disclosure to school officials with a legitimate educational interest ("School Official Exemption").

As a School Official or Institution providing Directory Information or any Education Record to Bloomz, you represent, warrant and covenant to Bloomz, as applicable, that your Institution has:

- a. Complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allowing parents and eligible students a reasonable amount of time to request that schools not disclose directory information about them; and/or
- b. Complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution

- defines "school official" to include service providers and defines "legitimate educational interest" to include services such as the type provided by Bloomz; or
- c. Obtained all necessary parental or eligible student written consent to share the Directory Information and Educational Records with Bloomz, in each case, solely to enable Company's operation of the Service.

Bloomz will never share Education Records with third parties except (i) as directed by a Bloomz user (e.g., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our Privacy Policy. Education Records are never used or disclosed for third party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. This section shall not be construed to prohibit Bloomz from marketing or advertising directly to parents so long as the marketing or advertising did not result from the use of Educational Records to provide behaviorally targeted advertising.

Bloomz may use Education Records that have been de-identified for product development, research or other purposes ("De-Identified Data"). De-Identified Data will have all direct and indirect personal identifiers removed, this includes, but is not limited to, name, date of birth, demographic information, location information and school identity. Bloomz agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

## **7. Prohibited Conduct**

**BY USING THE SERVICE YOU AGREE NOT TO:**

- Rent, lease, loan, sell, resell, sublicense, distribute or otherwise transfer the licenses granted herein or any Materials (as defined below);
- Post, upload, or distribute any defamatory, libelous, or inaccurate User Submission or other content;
- Publish the private information of any third party without the consent of that third party;
  - Post, upload, or distribute any User Submission or other Content that is unlawful or that a reasonable person could deem to be objectionable, profane, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate;
  - Impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Service accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Service, or perform any other similar fraudulent activity;
  - Delete the copyright or other proprietary rights on the Service or any User Submission;
- Make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Service. This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- Use the Service for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation COPPA and FERPA, laws governing intellectual property and other proprietary rights, and data protection and privacy;

- Defame, harass, abuse, threaten or defraud users of the Service, or collect, or attempt to collect, personal information about users or third parties without their consent,
- Remove, circumvent, disable, damage or otherwise interfere with security-related features of the Service or User Submission, features that prevent or restrict use or copying of any content accessible through the Service, or features that enforce limitations on the use of the Service or User Submission;
- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service or any part thereof (including any App), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- Modify, adapt, translate or create derivative works based upon the Service or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or
- Intentionally interfere with or damage operation of the Service or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code.

## 8. App Usage

We make available mobile applications or other downloadable software applications (each an "**App**"). Subject to the restrictions defined in these Terms, Bloomz grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install and use one copy of an App in object code format, solely for your personal use, on one device that you own or control.

An App may be made available to you through a third-party distributor such as the Apple iTunes App Store or Google Play (each an "**App Distributor**"). You acknowledge and agree that:

- The Terms are between you and Bloomz only, not with the App Distributor and the App Distributor is not responsible for the App and its content.
- The App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- If you have downloaded your App from the iTunes App Store, in the event of any failure of an App to conform to any applicable warranty, then you may notify the Apple and Apple will refund the purchase price for the relevant App to you. Except as set forth in the preceding sentence, to the maximum extent permitted by applicable law, App Distributors have no other warranty obligations whatsoever with respect to the App.
- The App Distributor is not responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- The App Distributor is not responsible for the investigation, defense, settlement and discharge of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights.
- The App Distributor, and its subsidiaries, are third party beneficiaries of these Terms, and upon your acceptance of the Terms, the App Distributor will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary of the Terms.
- You agree to comply with any applicable third party terms of use when using the App.



## **9. Third Party Services and Websites**

Bloomz may provide tools through the Service that enable you to export information to third party services, including through use of an API or by linking your account on Bloomz with an account on a third-party service, such as Twitter or Facebook. By using these tools, you agree that we may transfer such User Submissions and information to the applicable third-party service. Such third-party services are not under our control, and we are not responsible for the contents of the third-party service or the use of your User Submission or information by the third party service. The Service, including our websites, may also contain links to third-party websites. The linked sites are not under our control, and we are not responsible for the contents of any linked site. We provide these links as a convenience only, and a link does not imply our endorsement of, sponsorship of, or affiliation with the linked site. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any of these third parties services or websites.

## **10. Termination of Use**

You may terminate your account at any time by contacting customer service at [support@bloomz.com](mailto:support@bloomz.com). Bloomz is also free to terminate (or suspend access to) your use of the Service or your account, for any reason, including your breach of these Terms. Bloomz has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms. Account termination may result in destruction of any content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important documents you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, or would not be in the interest of someone's safety or security to do so.

## **11. Ownership; Proprietary Rights**

The Service is owned and operated by Bloomz. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Service provided by Bloomz (the "Materials") are protected by United States copyright, trade dress, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any User Submission that is provided and owned by users of the Service, all Materials contained in the Service are the property of Bloomz or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Bloomz or its affiliates and/or third-party licensors. Except as expressly authorized by Bloomz, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Bloomz reserves all rights to the Materials not expressly granted in the Terms.

## **12. Indemnity**

You agree that you will be personally responsible for your use of the Service and you agree to defend, indemnify and hold harmless Bloomz its affiliates, and their respective officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) your use of the Service; (ii) your violation of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, publicity or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Service.



### **13. Warranty Disclaimer**

THE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. BLOOMZ AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SPECIFICALLY (BUT WITHOUT LIMITATION) DISCLAIM (i) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT; (ii) ANY WARRANTIES ARISING OUT OF COURSE-OF-DEALING, USAGE, OR TRADE; (iii) ANY WARRANTIES THAT THE INFORMATION OR RESULTS PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICE WILL MEET YOUR REQUIREMENTS OR BE ACCURATE, RELIABLE, COMPLETE, OR UP-TO-DATE; AND (iv) ANY WARRANTIES WHATSOEVER REGARDING ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ADVERTISED, MADE AVAILABLE, OR REFERRED TO YOU THROUGH THE SERVICE. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. ANY CONTENT, MATERIALS, INFORMATION OR SOFTWARE DOWNLOADED, USED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN SOME CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **14. Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL BLOOMZ BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO BLOOMZ IN CONNECTION WITH THE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (III) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

### **15. Applicable Law and Venue**

These Terms and your use of the Service shall be governed by and construed in accordance with the laws of the State of Washington, applicable to agreements made and to be entirely performed within the State of Washington, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in King County, Washington and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

### **16. Assignment**

You may not assign, delegate, or transfer these Terms or your rights or obligations hereunder, or your Service account, in any way (by operation of law or otherwise) without Bloomz's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

## **17. Contact Information**

If you have any questions regarding Bloomz, the Service, or the Terms please contact us at [support@bloomz.com](mailto:support@bloomz.com).