



Issue Paper

DATE: August 19, 2022

AGENDA ITEM (ACTION ITEM):

Consider/Approve The purchase of Bloomz Inc. for Taylor Mill Elementary.

APPLICABLE BOARD POLICY: 8.2321 copyrighted material

HISTORY/BACKGROUND: Bloomz Inc. is a communication tool used between teachers and parents. This software allows teachers, as well as administrators, to push out important information to parents, as well as allow parents to send messages to their child's teacher.

FISCAL/BUDGETARY IMPACT: 2767.38 from Taylor Mill SBDM budget.


RECOMMENDATION:

Approval to purchase Bloomz Inc. for Taylor Mill Elementary School.

CONTACT PERSON:


Principal/Administrator


District Administrator


Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.*

Taylor Mill Elementary 2022 Contract Renewal

Kenton County School District

1045 Eaton Dr.
Ft. Wright, KY 41017
United States

**Bloomz, Inc.**

PO Box 6
Redmond WA 98073-0006
US

Carrie Holloway

Principal
carrie.holloway2@kenton.kyschools.us

Prepared by: Bobbi Jones

bobbi@bloomz.com

Tara Bradford

Financial Secretary
tara.bradford@kenton.kyschools.us
859-356-2566

Reference: 20220716-085640664

Quote created: July 16, 2022

Quote expires: October 31, 2022

Total **\$2,767.38**

PRODUCTS & SERVICES	SKU	QUANTITY	BILLING FREQUENCY	PRICE	TOTAL
Essential Bloomz Communication Suite		462	annually	\$5.99	\$2,767.38
Behavior & PBIS Reporting Suite		0	annually	\$3.00	\$0.00
Portfolios, Activities & Assignments Suite		0	annually	\$2.00	\$0.00
SUBTOTALS					TOTAL
Annual subtotal					\$2,767.38

Total	\$2,767.38
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Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Bloomz Inc

Vendor Name

PO Box 6
Redmond WA 98073-0006

Vendor Address

425 615 4180

Vendor Telephone

chaks@bloomz.com

Vendor Email Address

Chakrapani Appalabattula

Signature by Vendor's Authorized Representative

Chakrapani Appalabattula

Print Name

7/25/22

Date

Bloomz Terms of Use

Welcome to Bloomz! Please read these terms of use carefully ("Terms" or "Agreement"). 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 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 school, 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 let you know by placing a notification on the Bloomz.net website, by sending you an email to the address in our records, or through a notification on 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.

1. Eligibility

You must be at least thirteen (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 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 privacy, copyright and/or 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 or privacy rights you hold in the User Submission that you post to the Service. For all User Submissions, and subject to these Terms and the Bloomz Privacy Policy, you hereby grant Bloomz a worldwide, non-exclusive, transferable, assignable, fully paid-up, royalty-free, revocable 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) for the purpose of providing the Service to you. 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 do 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. Generally, a school may not 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"), subject to certain requirements.

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 the student; 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 Bloomz's operation of the Service.

Bloomz will never share Education Records with third parties except (i) as directed by a Bloomz user authorized to share or direct the sharing of such information (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 sold, 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 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 party services or websites.

10. Termination of Use

You may terminate your account at any time by contacting customer service at 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. Except as expressly set forth in this agreement, 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 do our best 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.

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 Kenton County Kentucky applicable to agreements made and to be entirely performed within Franklin County Kentucky, 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 Kenton, County Kentucky 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.

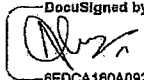
16. Assignment

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.

DocuSigned by:



8EDCA180A0924CF...

Date: 9/19/2022

Date: _____

Chakrapani Appalabattula

Kenton County Board of Education

CEO of Bloomz