

Terms of Use

1. Introduction

Welcome to bloomfire.com operated by Bloomfire, LLC ("Bloomfire", "we" or "us"). **By using the services offered on or through www.bloomfire.com or any of its subdomains and affiliates (the "Bloomfire Site") you are agreeing to the terms and conditions set forth below (the "Terms of Use").** We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms of Use at any time. You can always check out the most current version of these Terms of Use at this page. You can determine when these Terms of Use was last revised by referring to the "Last Updated" legend at the top of these Terms of Use.

In addition to these Terms of Use, your use of the Bloomfire Site and/or Services is governed by our [Privacy Policy](#). You agree to Bloomfire's collection, use and sharing of your information as set forth in the Privacy Policy, which may be amended by us from time to time in our discretion. When using particular Services (as defined below), you will be subject to any posted terms or guidelines applicable to such services, and any other terms or conditions applicable to Services provided by or in conjunction with any of Bloomfire's content and service partners. The Privacy Policy and any posted terms or guidelines are hereby incorporated by reference into these Terms of Service.

If you do not understand and agree to these Terms of Service, please do not use the Bloomfire Site or any Services (as defined below). If you have any questions or concerns regarding these Terms of Service, please let us know by contacting us [here](#). Do not use the Services until these questions and concerns have been answered to your satisfaction, and you agree to abide by the terms and conditions of these Terms of Service.

2. Overview of Service

The Bloomfire Site offers a multi-purpose service, with both community (Community) and paid subscription (Subscription) membership options, which allows you to, among other things, upload and share digital assets including but not limited to videos, screencasts, documents, and audio, and text (collectively "Content"); send messages to other members; post comments about courses, follow other members (collectively, and together with the Site, the "Services"). Services may be offered by Bloomfire itself, or by a third party partner/service provider. Certain Services may only be available to paid subscribers. Unless otherwise stated, these Terms of Service apply to all Services. All content and additional or replacement services made available through the Bloomfire Site that were not made available as of the "Last Updated" date above shall automatically be deemed to be part of the "Services" when first made available through the Bloomfire Site.

3. Use of Services

You must be 18 years old or older to participate in the Bloomfire Site. Bloomfire can refuse registration of, or cancel an account in its discretion, at any time. Your account will be accessed through a user ID and password that you will create (your "ID"). Your ID is solely for your personal use. You are responsible for maintaining the confidentiality of your ID, and you are fully and solely responsible for all activities that occur under your ID. It is up to you to take adequate precautions with your ID, and to immediately notify Bloomfire of any unauthorized use of your ID.

Using your account, you may access and participate in the Bloomfire Site, including viewing, posting and responding to communications on the Bloomfire Site.

In order to access some features of the Website, you will have to create an account. The Bloomfire Site may contain video and document sharing, discussion forums, chat rooms, profile information and other areas in which you or third parties may post reviews or other content, messages, materials or other items on the Site ("Social Areas"). If Bloomfire provides such Social Areas, you are solely responsible for your use of such Social Areas and use them at your own risk. User Content submitted or shared to any public area of the Site will be considered non-confidential. By using any Social Areas, you expressly agree to the following with regard to your use of the Bloomfire Site:

- You shall provide accurate, true and current information as prompted during the account registration process and shall maintain and update such information to keep it accurate, true and current at all times.
- You shall be solely responsible for all activity associated with your account, including, without limitation any posted data, text, links, video clips, photos, other media content and comments regardless of whether or not you are the person posting such content or comments (collectively, the "User Content").
- You represent and warrant that all User Content that you post to the Website shall be your wholly original material (except for material that you are using with the permission of its owner), and will not infringe any copyright, trademark or other rights of any third party including without limitation any rights of privacy or publicity.
- You shall be solely responsible for keeping a duplicate copy of all User Content that you post to the Website and we do not accept any responsibility or liability for the loss of your User Content.
- You shall not share your password with any other person or post it on this or any other website.
- You shall notify Bloomfire immediately of any breach of security or unauthorized use of your account.
- Although Bloomfire will not be liable for your losses caused by unauthorized use of your account, you may be liable for the losses incurred by Bloomfire or others due to unauthorized use.
- You shall not use the Bloomfire Site for any illegal or unauthorized purpose.
- You shall not attempt to hack, destabilize or adapt the Bloomfire Site or its source code, or alter another website so as to falsely imply that it is affiliated with Bloomfire.
- You shall not transmit worms, viruses or any code of a destructive nature to Bloomfire or its users.
- You shall not, without our prior express written permission, use any high volume automated means (including but not limited to robots, spiders and scripts) to access the Bloomfire Site. Notwithstanding the foregoing, Bloomfire grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Bloomfire reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.
- You are solely responsible for obtaining and maintaining all equipment and services needed for access to and use of the Bloomfire Site and for paying all charges related thereto.
- Any comments, suggestions, or feedback relating to the Bloomfire Site (collectively "Feedback") submitted to Bloomfire shall become the property of Bloomfire or its designee. We will not be required to treat any Feedback as confidential, and will not be liable for any ideas (including without limitation, product, Website or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future Website, Service, Software or operations. Without limitation, we will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere. We will be entitled to use the Feedback for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Feedback. You acknowledge that you

- are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.
- You shall not abuse, harass, threaten, harm or impersonate other Bloomfire users or employees of Bloomfire or any of its Partners, at any time or for any reason.
 - **You shall not post User Content deemed hateful, threatening, pornographic, obscene, abusive, unlawful, harassing, racially or ethnically offensive, libelous or defamatory, or any content that encourages conduct that would be considered a criminal offense or bring forth civil liability, violate any law, or is otherwise inappropriate.**
 - **You shall not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Bloomfire all of the license rights granted herein.**
 - You shall not broadcast or send any form of advertising, mass communication or solicitation to any Bloomfire users.
 - You understand that when using the Bloomfire Site, you will be exposed to User Content provided by other users and you agree that neither Bloomfire nor any of its Subscribers is responsible for the accuracy, safety, appropriateness or intellectual property rights of or related to such content. If you believe that another user has violated the Terms and Conditions or has engaged in unlawful behavior on the Bloomfire Site, please let us know.

Finally, Bloomfire has a “zero-tolerance” policy towards SPAM: you may not use the Social Areas or the Site generally to send commercial or other messages to any third-party if those messages are not solicited, authorized or welcomed by the third-party, and in your use of the Site you must comply with all applicable laws, including laws that apply in any jurisdiction to SPAM and marketing practices, and with any applicable marketing association guidelines on ethical marketing practices. Any use of the Social Areas or other portions of the Site in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the Social Areas and/or the Site.

4. User Content

Bloomfire does not and cannot review all Content posted to or created by users accessing the Services (including, but not limited to, the Bloomfire Site), and is not in any manner responsible for the content of these videos, communications, comments or forum postings, or the activities of Bloomfire users.

You acknowledge that by providing you with the ability to view and distribute user-generated-content through the Services (including, but not limited to, the Bloomfire Site), Bloomfire is merely acting as a passive conduit for the distribution of such information, and is not undertaking any obligation or liability relating to the content or the users' activities. Accordingly, Bloomfire does not guarantee the accuracy, integrity, completeness, non-infringement or quality of such content. Bloomfire and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not undertake or assume any duty to monitor the Bloomfire Site for inappropriate content. You understand that by using the Bloomfire Site or Services, you may be exposed to content that is offensive, indecent or objectionable. Under no circumstances will Bloomfire be liable in any way for any content, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted on or via the Bloomfire Site or Services. Bloomfire and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, profanity, fraud, or misrepresentation.

5. License Grant

Subject to the terms and conditions of this Agreement, you are hereby granted a revocable, non-transferable, non-exclusive, limited right and license to use the Service. Bloomfire reserves all rights not expressly granted herein in the Bloomfire Site. Bloomfire may terminate this license at any time for any reason or no reason.

6. Our Proprietary Rights

Except for your User Content, the Service and its materials, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos and music (the "Bloomfire Site"), and all Intellectual Property Rights related thereto, are the exclusive property of Bloomfire. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the Bloomfire Content or materials on the Bloomfire Site for any purpose not expressly permitted by this Agreement is strictly prohibited.

7. Payment, Refunds, Upgrading and Downgrading Terms

A valid credit card is required for Subscription. We accept Visa, Mastercard, American Express, and Discover. Subscriptions are paid for in advance. You will be billed upon sign-up and again each month thereafter for the plan selected at time of billing. Bandwidth overage charges are billed at the end of the month of services rendered.

For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle. Downgrading your service may cause the loss of features or capacity of your Account. Bloomfire does not accept any liability for such losses.

All accounts receive one month free trial period. If an account is cancelled during this period, no charges will be made. If an account is cancelled after the trial period expires, all charges after the trial period and up to cancellation are valid.

Due to the generous trial period, the service is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.

8. Cancellation and Termination

You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by clicking the "Cancel my subscription" link on the Manage → Account page. The Account screen provides a simple no questions asked cancellation link.

All of your Content will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.

If you cancel the Service before the end of your current paid up month, your service will remain live until the end of the paid month. At that time the service will be terminated immediately and you will not be charged again.

Bloomfire, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the service, or any other Bloomfire service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Bloomfire reserves the right to refuse service to anyone for any reason at any time.

9. Privacy

We care about the privacy of our Users. [Click here](#) to view our Privacy Policy. By using the Service, you are consenting to have your personal data transferred to and processed in the United States.

10. Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information and User Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and User Content for improper purposes. You acknowledge that you provide your personal information at your own risk.

11. Copyright Policy

You retain your ownership rights to the User Content you upload to the Bloomfire Site. Bloomfire does not endorse any User Content or any opinion, recommendation, or advice expressed therein, and Bloomfire expressly disclaims any and all liability in connection with User Content.

You further represent and warrant that (i) you own or have the necessary licenses, rights, consents and permissions to use and authorize Bloomfire to use all patent, trademark, trade secret, copyright or other proprietary rights in and to your Content to enable inclusion and use of the video or Submission in the manner contemplated by this Terms of Use; and (ii) you have any and all necessary written or implied consents, releases, and/or permissions of each and every identifiable individual person in the Content to use the name, picture and likeness of each and every such identifiable individual person to enable inclusion and use of the video or Submission in the manner contemplated by these Terms of Use.

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Service, please notify Bloomfire's copyright agent, as set forth in the Digital Millennium Copyright Act of 1998 ("DMCA"). For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;
4. Information reasonably sufficient to permit Bloomfire to contact you, such as your address, telephone number, and, e-mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Name: Attn: DMCA Notice Bloomfire Address: 7107 Elm Valley Dr., Kalamazoo, MI 49097 Telephone: 877-483-2777 Fax: 866-449-8702 Email: info@bloomfire.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES. Please note that this procedure is exclusively for notifying Bloomfire and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Bloomfire's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Bloomfire has adopted a policy of terminating, in appropriate circumstances and at Bloomfire's sole discretion, members who are deemed to be repeat infringers. Bloomfire may also at its sole discretion limit access to the Bloomfire Site and/or terminate the accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

12. Third Party Websites, Advertisers, or Services

The Bloomfire Site may contain links to third party websites that are not owned or controlled by Bloomfire. Bloomfire has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Bloomfire will not and cannot censor or edit the content of any third party website. By using the Website, you expressly relieve Bloomfire from any and all liability arising from your use of any third party website. Accordingly, we encourage you to be aware when you leave the Bloomfire Website and to read the terms and conditions and privacy policy of each other website that you visit.

The following open source tools are used by the Bloomfire Site:

FFmpeg - Encoding tool

© 2009 - Fabrice Bellard (originator of the FFmpeg project), et al.

License: GNU GENERAL PUBLIC LICENSE

<http://www.ffmpeg.org>
[source code](#)

13. 18 U.S.C. 2557 Compliance

All pictures, graphics, videos or other visual media displayed on the Bloomfire Site are exempt from the provision of 18 U.S.C. section 2257 and 28 C.F.R. 75 because said visual media do not consist of depictions of conduct as specifically listed in 18 U.S.C. section 2256 (2) (A) through (D), but are merely depictions of non-sexually explicit nudity, or are depictions of simulated sexual conduct, or are otherwise exempt because the visual depictions were created prior to July 3, 1995.

The owners and operators of the Bloomfire Site are not the primary producer (as that term is defined in 18 U.S.C. section 2257 or subsequent case law defining such) of any of the visual content contained in the Bloomfire Site.

14. Indemnification

YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR PASSWORD AND ACCOUNT. FURTHERMORE, YOU ARE ENTIRELY RESPONSIBLE FOR ANY AND ALL ACTIVITIES WHICH OCCUR UNDER YOUR ACCOUNT. YOU AGREE TO INDEMNIFY, DEFEND AND

HOLD HARMLESS BLOOMFIRE, ITS PARENTS, AFFILIATES AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES) ARISING FROM YOUR USE OF THE BLOOMFIRE SITE OR SERVICES, YOUR VIOLATION OF THESE TERMS OF SERVICE OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO IMMEDIATELY NOTIFY BLOOMFIRE OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

15. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BLOOMFIRE, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. BLOOMFIRE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE BLOOMFIRE SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND BLOOMFIRE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BLOOMFIRE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, WHETHER BASED IN TORT, CONTRACT, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM OR IN ANY WAY RELATED TO (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT BLOOMFIRE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

17. Controlling Law Jurisdiction

These Terms and any action related thereto will be governed by the laws of the State of Michigan without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Bloomfire Site will be brought solely in Kalamazoo County, Michigan, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are accepting these Terms on behalf of a

United States federal government entity that is legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you but instead these Terms and any action related thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of Michigan (excluding choice of law).

18. Entire Agreement

These Terms of Use and our Privacy Policy are the entire and exclusive agreement between Bloomfire and you regarding the Services (excluding any services for which you have a separate agreement with Bloomfire that is explicitly in addition or in place of these Terms of Use), and these Terms of Use supersede and replace any prior agreements between Bloomfire and you regarding the Bloomfire Site.

If for any reason a court of competent jurisdiction finds any provision of these Terms of Use or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect. No waiver by us of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

We may revise these Terms of Use from time to time, the most current version will always be at bloomfire.com. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. We do not and will not assume any obligation to notify you of changes to these Terms of Use.

The Bloomfire Site is operated and provided by Bloomfire, LLC 7107 Elm Valley Dr., Kalamazoo, MI 49009.

19. Electronic Communication and Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement you transmit through the Bloomfire site, including but not limited to any consent you give to receive communications from Bloomfire solely through electronic transmission. You agree that when in the future you click on an "I agree," "I consent," or other similarly worded "button" or entry field with your mouse, keystroke, or other computer or mobile device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

If you have any questions about these Terms, please [contact us](#).