



**BloomCatch®**

## **Privacy and Other Terms and Conditions**

**Welcome to BloomCatch.com - connecting those who love plants with folks who love to grow them.**

### **Overview**

The www.BloomCatch.com website (the “**Site**”) is comprised of various web pages operated by BloomCatch, Inc. (“**BloomCatch**”). BloomCatch.com is offered to you conditioned on your acceptance without modification of all of the terms, conditions, and notices which follow (the “**Terms**”). Please read these terms carefully and keep a copy of them for your reference. BloomCatch, Inc. and BloomCatch.com include any successors in interest as well, and these Terms may be modified from time to time and modifications will be posted on the Site when issued.

### **Contact Us**

You may contact us at:

[info@bloomcatch.com](mailto:info@bloomcatch.com)

### **Privacy.**

**What information do we collect?** Privacy is one of our top priorities. We collect information from you when you register on our site, place an order, subscribe to our newsletter, respond to a survey or fill out a form, etc.

When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information. You may, however, visit our site anonymously. We may use a third party vendor that uses cookies to serve ads on your site.

### **How do we use your information?**

Any of the information we collect from you may be used in various ways, such as:

To process transactions

To personalize your experience - your information helps us to better respond to your individual needs

To improve our website - we strive to improve our website offerings based on the information and feedback we receive from you

To improve customer service - your information helps us to more effectively respond to your customer service requests and support needs

*[Optional Language Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.]*

To send periodic emails

The email address you provide for order processing, only will be used to send you information and updates pertaining to your order.

### **How do we protect your information?**

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information.

*We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database intended to be accessible only by those authorized with special access rights to such systems, and they are required to keep the information confidential.*

*After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be stored on our servers.*

### **Do we use cookies?**

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow them) that enables the sites or service providers systems to recognize your browser and capture and remember certain information

We use cookies to help us remember and process the items in your shopping cart, understand and save your preferences for future visits, keep track of advertisements and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and

improve our business.

If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your browser settings. Like most websites, if you turn your cookies off, some of our services may not function properly. *However, you can still place orders over the telephone or by contacting customer service.*

### **Do we disclose any information to outside parties?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We also may release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

### **Third party links**

Occasionally, at our discretion, we may include or offer third party products or services on our website. These third-party sites have separate and independent privacy policies. We therefore assume no responsibility or liability for the content and activities of these linked sites and you agree to hold us harmless for third party activities. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

### **California Online Privacy Protection Act Compliance**

*Because we value your privacy we have taken the necessary precautions to be in compliance with the California Online Privacy Protection Act. We therefore will not distribute your personal information to outside parties without your consent. As part of the California Online Privacy Protection Act, all users of our site may make any changes to their information at any time by logging into their User Profile.*

### **Children's' Online Privacy Protection Act Compliance**

We are in compliance with the requirements of COPPA (Children's' Online Privacy Protection Act), we take steps to not collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

## **Online Privacy Policy Only**

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

## **Electronic Communications**

Visiting [www.BloomCatch.com](http://www.BloomCatch.com) or sending emails to [BloomCatch.com](mailto:www.BloomCatch.com) constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

*BloomCatch does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.BloomCatch.com](http://www.BloomCatch.com) only with permission of a parent or guardian.*

## **Links to third party sites/Third party services**

[www.BloomCatch.com](http://www.BloomCatch.com) may contain links to other websites ("**Linked Sites**"). The Linked Sites are not under the control of BloomCatch and BloomCatch is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. BloomCatch is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by BloomCatch of the site or any association with its operators.

Certain services made available via [www.BloomCatch.com](http://www.BloomCatch.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.BloomCatch.com](http://www.BloomCatch.com) domain, you hereby acknowledge and consent that BloomCatch may share such information and data with any third party with whom BloomCatch has a contractual relationship to provide the requested product, service or functionality on behalf of [www.BloomCatch.com](http://www.BloomCatch.com) users and customers.

## **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.BloomCatch.com](http://www.BloomCatch.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to BloomCatch that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, are the property of BloomCatch or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes to them.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. BloomCatch's content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of BloomCatch and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of BloomCatch or our licensors except as expressly authorized by these Terms.

### **Use of communication services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "**Communication Services**"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

We reserve all rights to be able to remove communications that are inappropriate.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, malware, or any other similar software or programs that may damage the operation of BloomCatch's or another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines

which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

BloomCatch has no obligation to monitor the Communication Services. However, BloomCatch reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. BloomCatch reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

BloomCatch reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in BloomCatch's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. BloomCatch does not control or endorse the content, messages or information found in any Communication Service and, therefore, BLOOMCATCH SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO THE COMMUNICATION SERVICES AND ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN ANY COMMUNICATION SERVICE. Managers and hosts are not authorized BloomCatch spokespersons, and their views do not necessarily reflect those of BloomCatch.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

### **Materials provided to BloomCatch.com or posted on any BloomCatch web page**

BloomCatch does not claim ownership of the materials you provide to BloomCatch.com (including feedback and suggestions) or post, upload, input or submit to any BloomCatch Site or our associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting BloomCatch, our affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

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

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as

described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **International Users**

The Service is controlled, operated and administered by BloomCatch from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the BloomCatch Content accessed through BloomCatch.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BLOOMCATCH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THIRD PARTIES, FOR ANY CLAIMS, LOSSES, COSTS, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) RELATING TO OR ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SITE OR SERVICES, ANY USER POSTINGS MADE BY YOU, YOUR VIOLATION OF ANY TERMS OF THIS AGREEMENT OR YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY, OR YOUR VIOLATION OF ANY APPLICABLE LAWS, RULES OR REGULATIONS. BLOOMCATCH RESERVES THE RIGHT, AT ITS OWN COST, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL FULLY COOPERATE WITH BLOOMCATCH IN ASSERTING ANY AVAILABLE DEFENSES.

### **Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BLOOMCATCH AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

BLOOMCATCH AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. BLOOMCATCH AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BLOOMCATCH AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BLOOMCATCH OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. ANY ACTIONS BROUGHT AGAINST BLOOMCATCH SHALL BE BROUGHT IN NORTHERN VIRGINIA, USING VIRGINIA LAW WITHOUT APPLICATION OF CONFLICTS OF LAWS DOCTRINES. YOU AGREE TO WAIVE TRIAL BY JURY.

### **Termination/access restriction**

BloomCatch reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and BloomCatch as a result of this agreement or use of the Site. BloomCatch's performance of these Terms is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of BloomCatch's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by BloomCatch with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and BloomCatch with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and BloomCatch with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally

generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English. BloomCatch's failure to enforce any of its rights hereunder shall not be deemed a waiver of those rights.

### **Changes to Terms**

BloomCatch reserves the right, in its sole discretion, to change the Terms under which BloomCatch.com is offered. The most current version of the Terms will supersede all previous versions. BloomCatch encourages you to periodically review the Terms to stay informed of our updates.