Privacy Policy

Bloominsuranceagency.com is an insurance services company focused on enabling health plans to increase membership and improve the enrollee experience (referred as “Bloom,” “We,” “Us,” “Our”). This Privacy Policy (“Privacy Policy”) is designed to inform users of the content or features within our website, and how they are available as support, resources, or tools. This Privacy Policy is meant to provide you with some transparency by helping you understand the information we collect, why we collect it, and how you can manage it, so you know what to expect. In this Privacy Policy, any use of the words “you”, “yours” or similar expressions refers to users of our Services, as well as any other individuals whose information we collect and process.

This Privacy Policy applies to the website (https://www.bloominsuranceagency.com/) and any of our enrollment platforms (also referenced as “Sites”), mobile applications and emails (“Services”).

Information that we collect and process includes protected health information or PHI. The privacy and security of your PHI is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, (“HIPAA”) and its implementing regulations, including its final privacy regulation, at 45 C.F.R. Parts 160 and 164 (known as the “Privacy Rule”), as administered by the federal Department of Health and Human Services. HIPAA places certain restrictions on the use and disclosure of PHI and requires us to protect the privacy and security of your PHI.

This Privacy Policy does not extend to anyone whose personal information is not under our control or management, including data that is collected by other websites that you may visit before or after our Sites, and which are not governed by this Privacy Policy. We are not responsible for the data protection or privacy policies of any other websites and accept no responsibility or liability for those policies. Please carefully check the policies of other websites and services you use before you visit or submit personal information.

By accessing this Website, its content, tools, and/or Services, you agree to abide by this Privacy Policy and Our Terms and Conditions. If you need any additional clarification or have questions on this, please contact us at privacy@bloominsurance.com.

1. What information do we collect?

We receive and store any information you enter on our Site or otherwise voluntarily provide to us, including your name, address, email address and your phone number. Notwithstanding the generality of the foregoing, we collect the information that you provide to us when you sign up for a seminar or other educational event, request a call from us, or otherwise contact us by phone or email. Depending on your use of our Services, the information collected may include:

- Information you provide to us by completing certain forms on our Sites or when requesting assistance with healthcare plan comparisons. For example, your first and last name, phone number and e-mail address.
Information you provide to us by contacting us when you call or e-mail, such as first and last name, phone number and e-mail address. We may also request your contact information for the purposes of having someone contact your for additional information or to provide or in response to your request for information from us.

Information you provide to us by registering for one of our seminars or our events, or when subscribing to our newsletter. Information collected may include your first and last name, phone number and e-mail address.

Information that may include personal health information (“PHI”), which is protected by HIPAA (see section entitled “Protected Health Information (PHI) and HIPAA” for more information). If you choose to enroll with a health plan on our Site, your PHI may be transferred through the Site to the health plan you have chosen.

Log-in information, such as username and password, that you may use in connection with our Services.

Within our infrastructure, you can provide PII when registering for a seminar or event; requesting assistance with healthcare plan comparisons; downloading content; subscribing to a newsletter; or requesting we contact you. The provided PII can be used on its own or with other information to identify, contact, or locate a single person, or to better identify an individual in context. We house this information in a secured, encrypted database environment/solution. Any of this PII or PHI data is captured to be used for the purpose of helping to facilitate or complete your requests.

We will also collect other demographic and personal information about you, including your PHI which is protected by HIPAA. If you choose to enroll with a health plan on our site, your PHI is transferred through the Site to the health plan you have chosen.

The Site contains a link to a Medicare quoting and enrollment tool, Ascend and Value-Based Enrollment (“Health Plan Tools”). Any data that you submit utilizing the Health Plan Tools is sent to the health plan for approval for enrollment into their Medicare Advantage plan. Health plans are unaffiliated with us, and we are not responsible for the content or privacy practices of health plans. Health plans have their own terms of use and privacy policies, and we encourage you to review those policies whenever you visit their websites or interact with their platforms.

From time to time our interactions with you will be conducted over the telephone or via videoconferencing, and such telephone calls and videoconferencing exchanges may be recorded.

A. “Cookies”

The Services may capture some information about you automatically utilizing background local storage and session storage technologies (“Cookies”). Cookies are small files or other pieces of data which are downloaded or stored on your computer or other device, that can be tied to
information about your use of the Services (including certain third-party services and features offered as part of our website).

When you search, use, or access our Services, we and our service providers may collect anonymous data (Non-PII) to help us understand our visitor actions (content searches, U.S. region, inquiries, etc.) in order to provide better or more personalized services and experiences for you. Similar to most websites you may access, https://www.bloominsuranceagency.com/ may capture generic online data using “cookies” or similar generic data capture technologies. Anonymous Information we collect from visitors of our Site and other social media or search channels includes:

- IP addresses
- Source channel that drives visitors to our website and/or referral destination information
- Browser (which search engine) and device-type details (laptop, tablet, mobile phone)
- Number of visits, return visits, page views, time on our website, time of visit
- Internet Service Provider
- Region or geographic location
- And other similar generic metrics that do not refer to you individually

When we use Cookies, we may use “session” Cookies that last until you close your browser or “persistent” cookies that last until you or your browser delete them. We may also use other tracking technologies such as web beacons, embedded scripts and entity tags. Some Cookies are “strictly necessary” for system administration, fraud prevention, and improvement of our Services. We will also use Cookies or other tracking technologies to assess the performance of the Services, as part of our analytics practices, and to improve the content, products, and Services we offer through the mobile application, website, and Services.

Analytics Cookies: We use Google Analytics, a web analytics service of Google Inc. (“Google”) which uses cookies to identify the frequency of use of certain areas of our Services and to identify preferences. For more information regarding how Google collects, uses, and shares your information please visit http://www.google.com/policies/privacy/partners/. The information regarding your use of this website that is generated by the cookie (including your truncated IP address) is transferred to a Google server in the United States and stored there. Google will use this information to analyze your use of the Services, compile reports on activity for us, and perform further services associated with the Sites and Internet use. Google may also transmit this information to third parties where required by law or to the extent that third parties process these data on behalf of Google. You can deactivate Google Analytics using a browser add-on if you do not wish the analysis to take place. You can download the add-on here: https://tools.google.com/dlpage/gaoptout?hl=en.

Facebook InsightsI: We use the Facebook Insights function in connection with the operation of our Facebook Page and, on the basis of the GDPR, in order to obtain anonymized statistical data about our users. For this purpose, Facebook places a Cookie on the device of the user visiting our Facebook Page. Each Cookie contains a unique identifier code and remains active for a period of
two years, except when it is deleted before the end of this period. Facebook receives, records and processes the information stored in the Cookie, especially when the user visits the Facebook services, services that are provided by other members of the Facebook Fan Page and services by other companies that use Facebook services. For more information on the privacy practices of Facebook, please visit Facebook Privacy Policy here: https://www.facebook.com/privacy/explanation.

LinkedIn: We use functions of the LinkedIn network when posting career opportunities, when maintaining our LinkedIn page and in order to obtain anonymized statistical data about our users. For these and other purpose, LinkedIn places a Cookie on the device of the user visiting our LinkedIn Page. LinkedIn uses two types of cookies, persistent cookies and session cookies, to recognize you when you visit LinkedIn, customize your experience and enable the functionality of certain LinkedIn services. These Cookies allow LinkedIn to gather information about you. LinkedIn also allows third parties, such as customers, partners and service providers to use Cookies in connection with LinkedIn’s services. For more information about LinkedIn’s privacy practices, please visit LinkedIn Privacy Policy here: https://www.linkedin.com/legal/privacy-policy. For more information about LinkedIn’s Cookie practices, please visit LinkedIn’s Cookie Policy here: https://www.linkedin.com/legal/cookie-policy?trk=content_footer-cookie-policy.

Other Social Media: If you use other Social Media, we may receive your information from the organizations offering those services. Their sharing with us of such information is subject to their privacy practices, likely found in their privacy policies. We are not responsible for the privacy practices of third parties. Please read any applicable third-party privacy policies carefully. You may be able to limit the sharing of your information via their privacy policies.

Controlling Cookies: Most web browsers automatically accept “cookies,” but if you prefer, you can edit your browser options to block or remove them in the future. The “Help” tab on the toolbar on most browsers will tell you how to prevent your computer from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. If you disable cookies, however, certain features on our Sites may not be available or function properly.

If you turn off any cookies, please be aware that you may lose some of the functionality of our websites. For more information about cookies and how to disable them please check one or more of the following resources: http://www.allaboutcookies.org/.

Consent to Use Cookies: The first time you visit our websites, a cookie notice may be displayed describing our use of cookies, and linking to this Cookie Policy. As described in that notice, the cookie choices you make the first time you visit our Sites will be used for your future use of the Sites.

2. How do we use your information?

Any of the information we collect from you may be used to personalize your experience and to allow us to deliver the type of content and product offerings in which you are most interested,
to improve your user experience of our Services, and to allow us to better service you in responding to your questions and comments. Specifically, we use the personal data we collect to respond to your inquiries, provide or enhance the Services you request, perform our contractual obligations, provide updates and other important information related to your activity on and with the Services, improve the Services, inform you of new Services or changes in Services, administer the Services, enter into contracts for services, fulfill legal obligations we have to governmental authorities or other third parties, and for other legitimate business purposes.

We may also use your information to troubleshoot problems, comply with a legal obligation such as court orders, or other legal process; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law, and to respond as required for a corporate transaction, such as a divestiture, investment, merger, consolidation, or asset sale, or other significant matter.

Notwithstanding the generality of the foregoing, we may contact you via email or phone, if you requested, or gave us permission to give you a call-back.

We use and share deidentified data with a third-party vendor to develop target modelling which is used to enhance our Services to you. We also share your mailing information with third party printing vendors when you opt in to receive direct mailings from us through the Site.

The information that is collected with the tools on this Site may be used to assist your enrollment in the health plan you have chosen. When you interact with those tools, You consent to have that information provided to the Site and then transferred to that health plan.

You will have the opportunity through your user settings to opt out of any electronic marketing communications you may receive from us.

**A. Protected Health Information (PHI) and HIPAA**

Our organization is dedicated to assisting people with aspects of healthcare insurance services, Medicare, and other topics related to general health needs. Through those efforts, you may provide us with some general contact information (personally identifiable - PII) as you explore Medicare Plans comparison options, resources, etc.

In addition to the collection of PII, we have outlined above, you should know that we collect and process information that also includes protected health information (“PHI”). The privacy and security of your PHI is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, (“HIPAA”) and its implementing regulations, including its final privacy regulation, at 45 C.F.R. Parts 160 and 164 (known as the “Privacy Rule”), as administered by the federal Department of Health and Human Services.
HIPAA places certain restrictions on the use and disclosure of PHI and requires any entities who retain any of your personal health information to protect the privacy and security of it through its business practices, processes, and systems. Given those regulations, organizations with access to this data can only provide or disclose PHI as permitted or required under the Health Insurance Portability and Accountability Act regulations.

Individual states may have supplemental protection policies as well. Please consult with your state’s healthcare departments for those additional requirements or guidelines.

B. Email and Mobile Device Notifications

We try to keep email communications to a minimum, and give you the ability to opt-in/opt-out to any marketing communications we may send. For example, we may send you email relating to the Services we offer or requesting you to sign up our seminars. You may also elect to receive certain marketing communications in accordance with your preferences, and from which you may opt-out at any time.

You can always opt-out of receiving marketing emails or mobile device notifications from Bloom (other than certain required communications, such as messages notifying you of any privacy policy updates), by logging into the app and adjusting your user preferences in your account profile, or by sending us an email at privacy@bloominsurance.com or by phone at (855) 699-4239 stating your request. If we have sent you a promotional email or mobile device notification, you may send us a return email or mobile device communication asking to be omitted from future optional notices.

3. How Information may be Shared

In connection with the provision of our Services, we may share your information with internal personnel and our affiliates located in difference geographic locations in order to perform our Services. We may also share your personal data with certain trusted third-party services who perform services on our behalf to help us provide, improve, promote, or protect our Services, including without limitation our online store hosting provider, print vendors, payment processors, email delivery provider, customer service tools, cloud hosting provider and professional advisors. Whenever we share data with third-party services, we seek written commitments from such third parties that that they will protect the data with safeguards that are substantially equivalent to those used by Bloom.

When you utilize Health Plan Tools, we will share information with health plans you choose.

We may disclose information if we have a good faith belief that disclosure is necessary by law or the legal process, to protect and defend our or others’ interests or property, or to enforce agreements you enter into with us.
Your information may be transferred to another company in connection with a merger or in the event that our business is acquired in whole or part by another company.

We may share aggregated and de-identified information with third parties for analytical, research or other similar purposes.

We may obtain your written consent from time to time in electronic form by using online agreements or other acknowledgements on the Services, including for any other contemplated uses of your personal data not addressed in this Privacy Policy. Please read all online agreements carefully before accepting them.

4. How do we protect your information?

We take the security of your personal information seriously. While no website can guarantee complete security, we use industry-standard practices to protect the data we collect and process. Bloom uses commercially reasonable efforts to protect your information, including maintaining reasonable physical, procedural and technical security with respect to its offices and information storage systems so as to prevent any loss, misuse, unauthorized access, disclosure or modification of your information under our control.

No Internet or e-mail transmission is ever fully secure or error free, however. We therefore cannot guarantee absolute security of your data, and we are not responsible for processes and networks that we do not control. Users assume the risk of security breaches and the consequences resulting from them. Please be careful in deciding what information you send to us via email or over the Internet.

5. How do we store and encrypt your data?

Your data is stored at secure locations that use encryption to protect your data when stored on these computer servers or when storing it with a third party. Your data is also encrypted while it is being transmitted.

6. Access to other data

None of our technologies will request access to other device data or applications, such as your phone’s camera, photos or contacts.

7. COPPA (Children Online Privacy Protection Act)
We do not offer subscriptions or services to individuals under 18 years of age. No one under the age of 18 may provide any information to or on the Site. We do not knowingly collect personally identifiable information or PHI from individuals under 18. If you are under 18, do not use or provide any information on this Site or on or through any of its features, do not register on this Site, use any of the features of this Site, or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. By using the Site, you represent that you are at least 18 years old. You also represent, by accessing or using the Site, that you are of legal age to enter into legal agreements.

8. Your Privacy Rights, Choices and Disclosures

General. This section is subject to specific disclosures on privacy rights set forth below. We are committed to facilitate the exercise of your rights granted by the laws of your jurisdiction, which may include the right to request the correction, modification or deletion of your personal information and the right to opt out of the sale of your personal information (as applicable). We will do our best to honor your requests subject to any legal and contractual obligations. If you would like to make a request, please contact us using the contact information set forth at the end of this policy.

Consent to be Contacted or Unsubscribe. When you visit our website(s) and/or online solutions, complete online forms, or request to receive electronic communications, SMS (mobile) texts or emails from us, you are offered the “right to be contacted” should you choose to be contacted further or communicated to by us for webinar notifications, new resources, news, technical support requests, etc. At any time following your initial request, you can update and/or consent to be included in any additional outreach efforts by contacting us directly at (855) 405-7619 or submitting an online request.

You also can UNSUBSCRIBE or request to have your information removed to no longer participate in any communications by Bloom Insurance Agency LLC and its businesses or associations by clicking on our unsubscribe link here.

Some non-marketing communications may not be subject to a general opt-out, such as communications about events you have registered for, disclosures to comply with legal requirements, and other support-related information.

While we work to ensure “unsubscribe” requests are completed promptly, should we encounter any potential technical or other business issues, we respectfully commit that your change will be implemented within 10 business days or less. Again, please contact us with any concerns or questions about this process.

As noted in greater detail in Section 1(A) above, You may be able to disable Cookies through your browser settings, but if you delete or disable Cookies, you may experience interruptions or limited functionality in certain areas of the Site.
California Disclosures.

California “Shine the Light” Information-Sharing Disclosure: California residents may request a list of all third parties with respect to which we have disclosed any information about you for direct marketing purposes and the categories of information disclosed. If you are a California resident and want such a list, please send us a written request by email to privacy@bloominsurance.com with “California Shine The Light Rights” in the subject line.

California Do Not Track Disclosure: We do not respond to Do Not Track browser settings. At this time, there is no worldwide uniform or consistent industry standard or definition for responding to, processing, or communicating Do Not Track signals. Thus, our Online Services are unable to respond to Do Not Track Signals.

California Consumer Privacy Act (CCPA) Disclosures. Under CCPA, California residents have the right to request:

- The categories of personal information we have collected about you;
- The categories of sources from which the personal information is collected;
- The business or commercial purpose of collecting or selling personal information;
- The categories of third parties with whom we share or sell personal information;
- The categories of personal information about you that we have sold; and
- The specific pieces of personal information we have collected about you.

Additionally, you have the right to request deletion of your personal information, the right to opt out of the sale of your information (if applicable) and the right not to be discriminated against for exercising any of your CCPA rights.

Please see the chart below regarding the categories of data we have collected or received in the 12 months preceding the effective date of this Privacy Policy, from consumers in connection with providing our Site and to whom we may have disclosed the information.

<table>
<thead>
<tr>
<th>Personal Information Category</th>
<th>Source of Personal Information</th>
<th>Purpose for Collecting the Personal Information</th>
<th>To whom we disclose the Personal Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identifiers such as a name, address, unique personal identifier, email, phone number</td>
<td>Information you provide to us; Information we collect automatically</td>
<td>See Sections 1 and 2 above</td>
<td>See Section 3 above</td>
</tr>
<tr>
<td>Protected Classifications under California and federal law, including gender, age and citizenship.</td>
<td>Information you provide to us; Information we receive from third parties</td>
<td>See Sections 1 and 2 above</td>
<td>See Section 3 above</td>
</tr>
<tr>
<td>Commercial information such as records of products or services purchased, obtained, or considered</td>
<td>Information you provide to us; Information we collect automatically</td>
<td>See Sections 1 and 2 above</td>
<td>See Section 3 above</td>
</tr>
<tr>
<td>Biometric information</td>
<td>We do not collect this information</td>
<td>Information you provide to us; Information we collect automatically</td>
<td>See Sections 1 and 2 above</td>
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<td>--------------------------------------------------------------------------------------</td>
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<tr>
<td>Internet or other electronic network activity information, including browsing history and search history.</td>
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<tr>
<td>Geolocation data that is sufficient to identify a precise physical location.</td>
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<tr>
<td>Sensory data, such as audio, electronic, visual, or other similar information.</td>
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<tr>
<td>Professional; Professional or employment-related information</td>
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<tr>
<td>Education Information</td>
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<td></td>
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<tr>
<td>Inferences about preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

We do not sell your personal information for monetary consideration, and personal information may be provided to service providers, including the Applicant Provider and health plans, under Section 1798.140(t)(2)(A) of the CCPA. In the event that the use of third-party cookies constitutes a “sale” under CCPA, you may opt out of the use of such cookies. Please see Section 1(A) above for more information.

Our contact information is listed at the bottom of this policy. If you would like to make a CCPA request, we will ask for your name and email address. If your name and email address are insufficient to verify your identity and assess your privacy request, we may need to ask for additional information. You may also designate an authorized agent to make a CCPA privacy request.

9. Users Outside the United States

The Site is controlled and operated from the United States and is directed to users in the United States. If you are an individual from the European Union, Canada or any other jurisdiction with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that we may store the information we collect in the United States which is not deemed an “adequate jurisdiction” by the European regulatory authorities.
10. Links to Other Sites

Our Site may contain links to other websites for your convenience or information, including if you utilize the Health Tools. These websites may be operated by companies unaffiliated with us, and we are not responsible for the content or privacy practices of those websites. Linked websites may have their own terms of use and privacy policies, and we encourage you to review those policies whenever you visit the websites.

11. Retention

We will hold your personal information on our systems for as long as is necessary to perform the relevant processing activity for that information, or as long as is set out in any relevant contract you hold with us. The relevant retention period is determined on a case-by-case basis because it depends on things like the nature of the data, why it is collected, why it is processed, and any relevant legal or operational retention needs. We may also be required to hold some types of information to fulfill legal purposes. We review our retention periods for personal information on a regular basis. When the relevant processing activity has been completed, we may destroy your data, or alternatively anonymize the data, such that the data is not personally identifiable.

12. Changes to our Privacy Policy

We may update this Privacy Policy from time to time and without prior notice to you to reflect changes in our information practices, and any such amendments shall apply to information already collected and to be collected. Your continued use of the Site after any changes to our Privacy Policy indicates your agreement with the terms of the revised Privacy Policy. Please review this Privacy Policy periodically and especially before you provide personal data to us. The date of the last update of the Privacy Policy is indicated at the bottom of this Privacy Policy. If we decide to change our privacy policy, we will post those changes on this page, and/or update the Privacy Policy modification date below.

Please note that none of our technologies will request access to other device data or applications, such as your phone’s camera, photos, or contacts. None of our technologies share any data with your social media accounts, like Facebook. If you receive any correspondence that appears to be us and asking for that information, please contact us immediately at privacy@bloominsurance.com or by phone at (855) 405-7619.

13. Contact Us

If you have any questions regarding this privacy policy, you may contact us using the information below.
Bloom Insurance Agency LLC
1331 S. Curry Pike
Bloomington, IN 47403
Email: privacy@bloominsurance.com

Privacy Policy Last Updated on September 30, 2022.
Terms of Service

These terms of use (“Terms”) govern your access to, and use of, the website at https://www.Bloominsuranceagency.com and mobile application (collectively the “Site”). By accessing or using this Site in any manner, you agree to be bound by these Terms for your access to and use of the Site. This is a legally binding agreement. Your use of the Site is for the purposes of learning, and perhaps requesting more information, about Medicare through educational services or appointments that Bloom offers, possibly submitting an enrollment application, thereby authorizing the health plan you have chosen to access your personally identifiable health information (“PHI”) through the Site, and possibly applying for employment with us, thereby authorizing at your choice our third party provider that manages applicants on our behalf (the foregoing, collectively, the “Purposes”).

NOTICE OF ARBITRATION: PLEASE READ THE DISPUTE RESOLUTION PROVISION BELOW BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH BLOOM AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

User of the Site and Site Ownership

Subject to these Terms, we grant you a non-transferable, non-exclusive, revocable, limited right to access the Site solely for the Purposes. Please note that health plans and our applicant manager are independent of us and not subject to our direction or control; thus, our relationship with them is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.

This Site is protected by copyright and other intellectual property laws. As a condition of your use of this Site, you warrant that you are 18 years of age or older. You agree to comply with all applicable laws regarding your use of the Site. This Site is not intended for children or any person under the age of 18. We do not knowingly collect the information of anyone under the age of 18.

Please refer to our Privacy Policy at https://www.bloominsuranceagency.com/privacy-policy/ for information on how we collect, use and disclose information from our users, which policy is incorporated into these Terms by this reference.

By using the Services, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that transmissions to or through the Site may be intercepted by others, and users assume the risk of security breaches and all consequences resulting from them.
The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site; (b) you shall not change, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website; (d) no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (e) you shall not interfere with or damage the Site, or access, tamper with, or use non-public areas of the Site; (f) you shall not violate any law or regulation, or any order of a court; (f) you shall not “scrape,” “crawl” or “spider” any web pages or other services contained in the Site; (g) you shall not display, mirror or frame the Site, or any individual element within the Site; and (h) attempt to probe, scan, or test the vulnerability of the Site or network. All copyright and other proprietary notices on the Site must be retained on all copies thereof.

We reserve the right, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Copyright Policy
We respect the intellectual property of others and ask that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination of users of our online Site who are repeated infringers of intellectual property rights, including copyrights. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
- description of the copyrighted work that you claim has been infringed;
- description of the material that you claim is infringing and where it is located on the Services;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

You can contact our Copyright Agent via email at john.eisenhart@fisherbroyles.com or by mail at Copyright Agent, c/o 180 Old Browntown Lane, Huntly, VA 22640

Upon receipt of such notice, we will investigate and remove material if necessary. You will be notified of the results of such investigation.

Copyright/Trademark Information

Copyright 2022. All rights reserved. All trademarks, logos and service marks displayed on the Site are our property or the property of other third-parties. You are not permitted to use these marks without our prior written consent or the consent of such third party which may own the marks.

Warranty and Liability Disclaimer

THIS SITE AND THE INFORMATION ON THIS SITE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, CONTENT AND/OR SERVICES CONTAINED OR DESCRIBED ON THIS SITE FOR ANY PURPOSE. ALL SUCH INFORMATION AND CONTENT IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND BY US AND OUR LICENSORS AND SUPPLIERS AND WE DISCLAIM ALL WARRANTIES OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, OR THAT THIS SITE, ITS SERVERS, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitation on Damages

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, SHALL WE BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO OR USE OF THIS SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.
Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply to you.

**Limitation on Liability**

IN NO EVENT SHALL WE BE LIABLE TO ANY PARTY IN EXCESS OF THE AMOUNT PAID FOR ACCESS TO THIS SITE DURING THE THREE-MONTH PERIOD PRIOR TO THE ACCRUAL OF THE CLAIM.

**Indemnification**

You agree to defend and indemnify us from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties, liabilities, or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees brought by third-parties as a result of your breach of these Terms; your violation of any law or the rights of a third-party; or your use of this Site.

**Violation of These Terms**

You agree that we may, in our sole discretion, without prior notice and to the extent applicable, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms will cause us irreparable harm for which monetary damages would be inadequate, and you consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies we may have at law or in equity.

**Governing Law and Dispute Resolution**

You agree that all matters relating to your access to or use of the Services, including all disputes, will be governed by the laws of the United States and by the laws of the State of Delaware excluding: (1) its conflicts of law principles; and (2) the United Nations Convention on Contracts for the International Sale of Goods.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

**Binding Arbitration.** You agree that to the fullest extent permitted by law all disputes, claims, suits, or controversies arising out of or in any way connected with these Terms and the use of the Services (collectively, “Disputes”), shall be finally settled by binding arbitration administered by the American Arbitration Association (“AAA”) under the Commercial Dispute Resolution Procedures and the
Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the AAA, as modified by these Terms. There shall be one (or if either party so requests, then by a panel of three arbitrators) appointed in accordance with the Rules, and you waive your rights to have any and all Disputes resolved in a court; provided, however, that this agreement to arbitrate does not extend to Disputes in which either party seeks (i) injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, (ii) the right to pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available, or (iii) injunctive relief in a U.S. court of law. The language of the arbitration shall be English. The arbitration proceedings and decision of the arbitrator(s) shall be kept confidential (and may not be disclosed) by the parties or the arbitrator(s), except to the extent necessary to compel any award made by the arbitrator(s).

No Class Arbitrations, Class Actions or Representative Actions. Any Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Location. The location of the arbitration shall be in Dover, Delaware.

Authority of Arbitrator(s). As limited by the AAA Rules and these Terms, the arbitrator(s) will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator(s) do not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms, or to award punitive damages or any other damages that are not compensatory. The arbitrator(s) may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Jurisdiction. To the extent that any lawsuit or court proceeding is permitted under these Terms, to the fullest extent permitted by law you agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located in the State of Delaware for the purpose of litigating all such disputes. You also waive your rights to a jury trial.

Time Limit for Claims. Any claim under these Terms must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You agree to the admissibility of computer records and electronic evidence in any dispute herein. YOU AGREE THAT NO CLASS
ACTION MAY BE PURSUED OR MAINTAINED WITH RESPECT TO ANY DISPUTE REGARDING THESE TERMS.

**Severability of Dispute Resolution; Arbitration.** In the event the provisions in this Dispute Resolution Section are held invalid or unenforceable, then this Dispute Resolution Section, in its entirety, will cease to apply, and the parties will not be obligated to arbitrate any Disputes.

**Users Outside the United States**

Although the Site is accessible worldwide, it is directed toward users in the United States. If you choose to access the Services from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

**Links to other Sites**

Our Site may contain links to other websites for your convenience or information, including if you utilize the Health Tools or link to our Careers page. These websites may be operated by companies unaffiliated with us, and we are not responsible for the content or privacy practices of those websites. Linked websites may have their own terms of use and privacy policies, and we encourage you to review those policies whenever you visit the websites.

**Contact Us**

If there are any questions regarding this privacy policy, you may contact us using the information below.

Bloom Insurance Agency LLC
1331 S. Curry Pike
Bloomington, IN 47403
Email: privacy@bloominsurance.com

**Entire Terms**

These Terms constitute the entire agreement between you and us regarding the use of the Site. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. If any provision of these Terms is held to be invalid or unenforceable, the other provisions of these Terms will not be affected, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

You may preserve these Terms in written form by printing it for your records, and you waive any other requirement that these Terms be evidenced by a written document.