



## Big Picture Learning/ImBlaze Terms of Service

Big Picture Learning welcomes you to *ImBlaze*. We are glad you are here, and we hope you find our site and online services useful (the “**Services**”).

Please read these Terms of Service (the “**Terms**”) carefully because they are a binding agreement between you and Big Picture Learning, (“**BPL**” or “**we**” or “**us**”).

These Terms govern your use of the Services and your use of the websites that link to these Terms. In these Terms, the word “**Sites**” refers to each of these websites and the services offered on those Sites. You automatically agree to these Terms and to our [Privacy Statement](#) simply by using or logging into the Sites.

### A. Your ImBlaze Accounts

As used in these Terms, “**you**” or “**your**” means the school, school district, or other legal entity for which you are accepting the responsibility and agreement to adhere to these Terms, and you agree, acknowledge and represent that you are authorized to so act. You are responsible for the ImBlaze accounts you create as well as for the Users that are associated with your account (each an “**Account**”).

Your “**User**” or “**Users**” refers to any individuals authorized by you to use the Services, for whom you have purchased a subscription (or in the case of any Services provided by us without charge, for whom a Service has been provisioned), and to whom you (or, when applicable, we at your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, your employees, students, internship coordinators, or third parties with which you transact business. Users may not include anyone under the age of 13, and in the event a User is under the age of 18 You agree that You have secured sufficient consent from such minor’s legal guardian permitting such minor to use the Services.

### B. Your Responsibilities

You are responsible for your compliance, and your Users’ compliance, with these Terms.

You agree to use the Services and Sites in compliance with all applicable federal, international, state and local laws and regulations. You agree not to use the Sites in a way that infringes on anyone’s rights, is offensive, or interferes with the operation of the Sites.

**If you have a User under the age of 18, You agree to comply with the Family Educational Right and Privacy Act (“FERPA”) and (ii) obtain the relevant legal guardian, or as applicable, parental consent for each User account created. Our Services Sites must not be used by children under the age of 13, and should not be used in any manner that would require compliance with the Children’s Online Privacy Protection Act (“COPPA”).**

If we in our sole discretion determine that you have acted inappropriately, included but not limited to a breach of these Terms, we reserve the unilateral right to take down Content, terminate your account, prohibit you from using the Sites, and take all further available legal action.

You agree that you are responsible for all information you or your Users submit to the Services, including to profile pages, is accurate and that you and/or your User(s) will keep all information current. If we have grounds to suspect that your information is untrue, inaccurate or incomplete, we may suspend or terminate your use of the Services. It is your responsibility to maintain the confidentiality of any password associated with your or your Users' use of the Services.

You are solely responsible for maintaining the confidentiality of your and your Users' usernames and passwords, and are entirely responsible for any and all activities under your Account(s). You agree to notify us immediately of any unauthorized use or any other breach of security involving your Account. We will not be liable for any loss incurred as a result of an unauthorized use of a username/password for your Account.

You agree and acknowledge, and are required to advise your Users of, the following:

1. Users shall not impersonate anyone else when creating or using your account.
2. A User's first name and last name may be publicly displayed in the Services, and via your Account.
3. In some cases, User account credentials may be assigned to a User by an administrator, such as a participating educational institution. If a User is using or logging into an account assigned by an administrator, additional terms may apply to their use of the Services. Additionally, an administrator may be able to supplement a User's account with information about such User from its records based on information provided to us and/or an administrator by the User. Moreover, the administrator may be able to access or disable a User's account without Our involvement.
4. A User may not share its User account with anyone else. Users must keep their password confidential. If a User believes that an account has been compromised at any time, they must notify us at: [info@imblaze.org](mailto:info@imblaze.org).

### **C. Content You or Your Users Post**

We may provide opportunities for you or your Users to post text, photographs, videos, or other content (collectively, "**Content**") on the Sites.

You agree and acknowledge, and are required to advise your Users of, the following:

1. You can only post Content if you own all the rights to that Content, or if another rights holder has given you permission.
2. Any Content a User shares in the Services may be seen and used by other Users. IF YOUR USERS CHOOSE TO MAKE PERSONAL INFORMATION OR OTHER PERSONALLY IDENTIFIABLE CONTENT PUBLICLY AVAILABLE IN THE SERVICE, OR OTHERWISE ON OR THROUGH THE SITES, ANY AND ALL SUCH INFORMATION IS POSTED AT THE POSTER'S OWN RISK.
3. Personal information (such as name, school information, interests, etc.) that may be provided by you or your Users during the course of using the Services may be used or shared with our Sites, service providers, or our agents for the purpose of providing the Services or otherwise improving the quality of our Services.
4. You do not transfer ownership of your Content or your Users' Content simply by posting it. By posting Content, you and any User grants us, our agents, licensees, and assigns an irrevocable, perpetual, non-exclusive right and permission to reproduce, encode, store, copy, transmit, publish, post, broadcast, display, publicly perform, adapt, modify, create derivative works of, exhibit, and otherwise use your Content.

You agree to indemnify, release, and hold us harmless from any all liability, claims, actions, loss, harm, damage, injury, cost or expense arising out of your use of the Sites, including with respect to any Content you or your Users post.

#### **D. Content Posted by Others**

We are not responsible for, and do not endorse, expressly or by implication, any Content posted by you or any other person. Accordingly, we may not be held liable, directly or indirectly, for any loss or damage caused to you in connection with any Content posted by you or any User.

#### **E. Communications**

You agree that we may send you information and notices regarding the Services or Sites by email, text messaging, posting notices on the Site, messaging within the Services, or other means based on the information you provide to us.

You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide to us. Please note that by you or a User submitting Content, creating a User account or otherwise providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Statement.

#### **F. Intellectual Property**

Using our Site does not give you ownership of any intellectual property rights to the Content you access. You may not use Content from our Sites unless you obtain permission from us or its owner, or unless you are otherwise permitted by law.

If you believe any Content on the Services infringes your copyrights, you may request that we remove the Content from the Services (or disable access to that Content) by contacting us here: [info@imblaze.org](mailto:info@imblaze.org).

#### **G. Social Networks**

The Service may include features that operate in conjunction with certain third party social networking websites, including but not limited to LinkedIn (“**Social Network Features**”). While you or your Users’ use of the Social Network Features is governed by these Terms, your or any User’s access and use of third party social networking sites and the services provided through the Services is governed by the terms of service and other agreements posted on those sites. We are not responsible for such use of Social Network Features.

#### **H. Our Warranties and Disclaimers**

We provide our Services using a commercially reasonable level of care and promise to do our best to make sure you enjoy the Services. But there are certain things that we do not promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OF SERVICE, NEITHER BPL NOR ITS AGENTS OR SERVICE PROVIDERS (THE “**SERVICES ENTITIES**”) MAKE ANY SPECIFIC PROMISES ABOUT THE SITES. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SITES, THE SPECIFIC FUNCTION OF THE SITES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SITES “AS IS”.

FOR THE AVOIDANCE OF DOUBT, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY THIRD PARTY PROVIDERS WITH WHICH YOU MAY CHOOSE TO INTER-OPERATE OUR SERVICES.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE FULL EXTENT PERMITTED BY LAW, WE HEREBY EXCLUDE ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, RELATED TO THE USE OF THIS SITE OR THE SERVICES.

#### **I. Liability for our Services**

TO THE FULLEST EXTENT THE FOLLOWING LIMITATION IS PERMITTED BY APPLICABLE LAW, THE SERVICES ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM YOUR OR YOUR USERS' USE OF THE SITES OR ANY THIRD PARTY'S USE OF THE SITES. THESE EXCLUSIONS INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, COMPUTER FAILURE, OR THE VIOLATION OF YOUR RIGHTS BY ANY THIRD PARTY, EVEN IF THE SERVICES ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED.

#### **J. Modifications and Termination**

We may modify these Terms at any time so be sure to check back regularly. By continuing to use or log in to a Site after these Terms have changed, you indicate your agreement to the revised Terms. If you do not agree to the changes, you should stop using or logging in to Services or the Sites.

#### **K. Additional Details**

The Sites may contain links to third-party websites. That does not mean that we control or endorse those websites, or any goods or services sold on those websites.

If you do not comply with these Terms, and we do not take action right away, this does not mean we are in agreement with what you did, or we are giving up any rights that we may have (such as taking action in the future).

These Terms are governed by and construed in accordance with the laws of Rhode Island, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under these Terms and or your use of the Services resides in the courts located in Rhode Island, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. If it turns out that a particular provision in these Terms is not enforceable, that will not affect any other provision.

These terms were last updated on May 19, 2017