

Confirmation Letter

Hi {customerName}!

Congratulations on protecting your confirmed travel or event plans with a WeatherPromise! Your WeatherPromise is described in this Confirmation Letter and the attached WeatherPromise Terms and Conditions.

You have purchased a Full Trip WeatherPromise.

That means that subject to the WeatherPromise Terms and Conditions, we will pay you {reimbursementAmount} if, within a five-mile radius of your destination, it rains more than {maxRainyHours} hour(s) between {startTime} and {endTime} on more than {maxRainyDays} day(s) between {startDate} and {endDate}, inclusive of those days. We consider an hour of rain to be any hour in which it rains at least {maxRainfallAmount} inches.

We will automatically watch the weather. If we owe you a payout, subject to the attached Terms and Conditions, we will reach out to you directly at {customerEmail} to facilitate the payout. You don't even have to worry about contacting us.

Weather observations and payment calculations for {locationName} are based on:

- {weatherDatasource}

We love to hear from our customers, so please don't hesitate to reach out to us at support. support.skiplagged@weatherpromise.com with any questions. Please just mention your WeatherPromise confirmation code {contractNumber} or, even better, just reply to this email.

The attached Information Page includes key information that you provided during the WeatherPromise purchase process. In addition, your WeatherPromise is subject to the attached Terms and Conditions. The Information Page and the Terms and Conditions together form a legal contract. Please review both carefully, and contact us with any questions. If any of the Terms and Conditions conflict with this Confirmation Letter, the Terms and Conditions will be followed.

Finally, we wish you great weather and a great time!

Sincerely,

The WeatherPromise Team

Your WeatherPromise Information Page

Item	Customer Fields	Your WeatherPromise Detail
1	Customer Name	{customerName}
2	Customer Email Address	{customerEmail}
3	WeatherPromise Confirmation Code	{contractNumber}
4	WeatherPromise Fee Paid	{premium}
5	Type of WeatherPromise	FullTrip
6	Start Date	{startDate}
7	End Date	{endDate}
8	Destination(s) or Event (including dates for each destination if multiple destinations)	{locationName} ({locationLatitude}, {locationLongitude})
9a	Total Event/Trip Cost	{reimbursementAmount}
9b	Daily Payout Amount (if you purchased a Daily Payout Weather Promise)	not applicable
10	Weather Threshold	There are more than {maxRainyHours} hours between the WeatherPromise Start Time and the Weather Promise End Time in which it rains more than {maxRainfallAmount} inches per hour.
11	<p>Bad Weather Day Threshold</p> <ul style="list-style-type: none">• If you purchased a Full Trip WeatherPromise, we will pay you if there are more than this number of days with weather that exceeds the Weather Threshold• If you purchased a Daily WeatherPromise, we will pay you for each day in excess of this number of days	{maxRainyDays} day(s)
12	WeatherPromise Start Time	8AM
13	WeatherPromise End Time	8PM

14	WeatherPromise Issuance Date	{contractIssuanceDate}
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WeatherPromise Terms and Conditions ("Terms")

These Terms and your Confirmation Letter together form a legal contract and contain important information about your legal rights, remedies, and obligations. Please read them together and with special care. Your Confirmation Letter is incorporated by reference into these Terms. By buying a WeatherPromise, you agree to comply with and be bound by these Terms.

These Terms are effective as of the WeatherPromise Issuance Date specified in the Confirmation Letter.

Please note: By accepting these Terms, you agree to be bound by an arbitration clause and class action waiver included in these Terms. How any disputes with WeatherPromise are resolved will be affected by these.

Definitions:

The following definitions are used in these Terms:

1. **"Bad Weather Day Threshold"** is the number of days listed on Your WeatherPromise Information Page.
2. **"Confirmation Letter"** is the letter addressed to you accompanying these Terms that identifies the details of your activity or trip to which your WeatherPromise pertains, and certain key elements of your WeatherPromise.
3. A **"Confirmed Weather Event"** occurs when the weather during the WeatherPromise Period on a given day, as measured and reported by government entities within a five-mile radius of your trip or event destination, exceeds the Weather Threshold described in your WeatherPromise Confirmation Letter. If your trip or event includes more than one scheduled destination as identified in the Confirmation Letter, we determine whether a Confirmed Weather Event occurred each day based on the destination you are scheduled to visit that day according to the WeatherPromise Confirmation Letter.
4. **"Dispute"** means any and all claims or disputes relating to us, these Terms, your WeatherPromise, WeatherPromise Payout, and/or any and all claims that are the subject of purported class, collective, or representative action litigation against us.
5. **"End Date"** is the date specified in your Confirmation Letter that your WeatherPromise terminates.

6. **"Start Date"** is the date specified in your Confirmation Letter that your WeatherPromise becomes effective.
7. **"Total Event/Trip Cost"** means the total dollar amount you actually spent or will spend to purchase event tickets or book a trip or a portion of a trip to which your WeatherPromise pertains. The Total Event/Trip Cost is specified in the Confirmation Letter. The Total Event/Trip Cost does not include out-of-pocket or other ancillary expenses unless specified in the Confirmation Letter.
8. **"We," "us," and "our"** mean WeatherPromise Inc. and any of its successors, assigns, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, and representatives.
9. **"WeatherPromise"** means the consumer protection plan provided to you by us as described in and subject to these Terms.
10. **"WeatherPromise Confirmation Code"** is the confirmation code specified in the Confirmation Letter.
11. **"WeatherPromise End Time"** means the time each day as specified in the Confirmation Letter.
12. **"WeatherPromise Fee"** means the amount specified in the Confirmation Letter and payable to us as required by these Terms.
13. **"WeatherPromise Payout"** has the meaning assigned in Section 1(b).
14. **"WeatherPromise Period"** means the period beginning as of the Start Date and ending as of the End Date during the time period each day beginning on the WeatherPromise Start Time and ending at the WeatherPromise End Time each day.
15. **"WeatherPromise Start Time"** means the time each day as specified in the Confirmation Letter.
16. **"You" and "your"** mean the person listed in the Confirmation Letter.

WeatherPromise Features :

1. The important things to know about how your WeatherPromise works.

- a. By purchasing your WeatherPromise, you confirm your purchase of event tickets or your booking of a trip to which your WeatherPromise pertains. We reserve the right to request documentation of the Total Event/Trip Cost, and to deny a payout if we determine that the information provided is not accurate or true.
- b. Subject to all limitations or exclusions as provided by these Terms and as specified in the Confirmation Letter, for a:
 - i. "Full Trip WeatherPromise," we will pay you an amount equal to the Total Event/Trip Cost if the number of days during the WeatherPromise Period with a Confirmed Weather Event exceeds the

Bad Weather Day Threshold;

- ii. "Daily WeatherPromise," we will pay you the Daily Payout Amount for each day on which a Confirmed Weather Event occurs during the WeatherPromise Period but not including those days needed to reach the Bad Weather Day Threshold. For example, if the Bad Weather Day Threshold is one (1) day and two (2) days include Confirmed Weather Events, you will only receive a payment equal to one (1) multiplied by the Daily Payout Amount;
 - iii. "Single Day or Event WeatherPromise," in the event of a Confirmed Weather Event during the WeatherPromise Period, we will pay you an amount equal to the Total Event/Trip Cost. Each such payout is a "WeatherPromise Payout". We will make any WeatherPromise Payout to you in accordance with Section 3 (Payout Process).
- c. You must purchase your WeatherPromise at least two weeks before the Start Date.
 - d. You must comply with all of the requirements and conditions in these Terms in order to be eligible to receive a payout.

2. Conditions of your WeatherPromise

In order to be eligible to receive a payout under these Terms, you must fully comply with each of the following conditions. Your failure to fully comply with each condition will eliminate our obligation to pay you any amounts under your WeatherPromise. In all cases, it is your responsibility to demonstrate that you have complied with the following conditions:

- a. You must be 18 years of age or older.
- b. We must receive from you full payment of the WeatherPromise Fee at the time you purchase your WeatherPromise.
- c. You must not have misrepresented any facts or committed fraud or any other dishonest or deceptive act in connection with your WeatherPromise. Any such misrepresentation, fraud, dishonest or deceptive act by you, at any time, will result in denial of a payout under these Terms and immediate termination of these Terms notwithstanding Section 6 (Modification or Termination of Terms) below.
- d. You must cooperate with us, including signing any documents, and timely responding to any reasonable requests for additional information or documentation that we or our designees may require or request to process the applicable payout request.
- e. You acknowledge and agree that we may send you electronic communications related to your WeatherPromise or the event or trip for which you purchased a WeatherPromise at any time using the email address identified in the Confirmation Letter.

3. Payout Process

We watch the weather during the WeatherPromise Period. We will automatically try to contact you if we believe that a WeatherPromise Payout is due to you. If you don't hear from us and think that you are eligible for a payout, please reach out to us at support.skiplagged@weatherpromise.com.

We will ask you to confirm the Total Event/Trip Cost paid by you prior to any payout under a Full Trip WeatherPromise or a Single Day or Event WeatherPromise. We reserve the right to request documentation of the Total Event/Trip Cost.

We will use commercially reasonable efforts to process the WeatherPromise Payout due to you within five (5) business days of the date we receive your Total Event/Trip Cost confirmation and any additional information we request. Any payouts will be issued, at our election, as an ACH deposit to your bank account, a direct credit to your credit card, or by issuing a virtual debit card. It is your sole responsibility to give us all of the accurate information that we need to process the WeatherPromise Payout. We will not be responsible or liable if you fail to do so.

Please respond as quickly as possible after we contact you so that we can get the WeatherPromise Payout to you. If you do not respond within one hundred twenty (120) calendar days after we first notify you or after we request information from you, the WeatherPromise Payout may be declined.

You authorize us to collect and share your personal information including full name, email address and relevant financial information with our payment processor.

4. Nature of Your WeatherPromise Product

Your WeatherPromise is not an insurance policy or financial derivative product, and WeatherPromise Inc. is not a licensed insurance company. You acknowledge and agree that these Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you.

5. Your Right to Cancel Your WeatherPromise

Free Look Period. If you change your mind about purchasing your WeatherPromise, you have 72 hours from the time of purchase to cancel your WeatherPromise and receive a full refund of the WeatherPromise Fee. To cancel your WeatherPromise during the free look period, you must send us an email at support.skiplagged@weatherpromise.com with your name, your WeatherPromise Confirmation Code and a statement that you wish to cancel your WeatherPromise and receive a refund of the WeatherPromise Fee.

Trip or Event Change or Cancellation. If after the free look period described above and any time up to fourteen (14) calendar days before the Start Date, your event or trip plans change or are canceled, you may change or cancel your WeatherPromise subject to submission to us of documentation

evidencing the change or cancellation. Any additional WeatherPromise Fee amount resulting from a change is payable to us at the time of such change. We will reimburse any WeatherPromise Fee amounts due to you as a result of a change or cancellation within ten (10) business days after you provide us with all information necessary to process such reimbursement, including bank account information if we elect to process the reimbursement as an ACH transaction.

6. Modification or Termination of Your WeatherPromise

We reserve the right to modify or terminate your WeatherPromise including these Terms generally or in any jurisdiction at any time in our sole discretion, if: (i) your WeatherPromise is construed to be an offer to insure or an insurance contract by any governmental or regulatory authority or court in any jurisdiction; (ii) your WeatherPromise is construed to be a swap or other instrument regulated by any governmental or regulatory authority or court in any jurisdiction; (iii) we are required to obtain a license or permit of any kind to continue to provide WeatherPromise in any U.S. jurisdiction; or (iv) we determine a court or arbitrator holds that WeatherPromise violates applicable law.

If we modify or terminate your WeatherPromise in accordance with the foregoing, unless otherwise prohibited by law, regulation, ordinance, order or decree of any governmental or other authority, we will (i) provide you with notice via email thirty (30) calendar days before such termination of the effective date of the modification; and (ii) process any WeatherPromise Payout(s) owed by us as determined prior to or as of the effective date of such modification or termination. If we terminate your WeatherPromise, your right to file any new payout requests will cease as of the effective date of the termination. To the extent that we terminate your WeatherPromise prior to the commencement of or during your event or trip pertaining to your WeatherPromise, we will reimburse all or a pro rata portion of the WeatherPromise Fee to you.

7. Disclaimers and Limitations of Liability

IN NO EVENT SHALL WEATHERPROMISE INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) WHATSOEVER FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF OR RELATED TO YOUR PURCHASE OF YOUR WEATHERPROMISE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, EQUITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER AND LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

For jurisdictions that do not allow us to disclaim or limit our liability: Notwithstanding any provision of these Terms, if the law in your jurisdiction includes provisions specific to waiver or liability that conflict with the above, then our liability is limited to the maximum extent permitted by law. Specifically, in those jurisdictions where not allowed, we do not disclaim liability for: (a) fraudulent misrepresentation;

or (b) any liability which it is not lawful to exclude either now or in the future.

YOU AGREE THAT OUR TOTAL LIABILITY TO YOU UNDER YOUR WEATHERPROMISE IS NOT MORE THAN THE TOTAL EVENT/TRIP COST OR, IN THE EVENT OF A DAILY WEATHERPROMISE, THE DAILY PAYOUT AMOUNT MULTIPLIED BY A NUMBER OF DAYS EQUAL TO THE NUMBER OF DAYS IN THE WEATHERPROMISE PERIOD LESS THE BAD WEATHER DAY THRESHOLD. IF YOU ARE A RESIDENT OF A JURISDICTION THAT REQUIRES A SPECIFIC STATEMENT REGARDING A RELEASE, THEN THE FOLLOWING APPLIES. FOR EXAMPLE, CALIFORNIA RESIDENTS MUST, AS A CONDITION OF THIS AGREEMENT, WAIVE THE APPLICABILITY OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." YOU HEREBY WAIVE THIS SECTION OF THE CALIFORNIA CIVIL CODE AND ANY SIMILAR PROVISION IN LAW, REGULATION OR CODE THAT HAS THE SAME INTENT OR EFFECT AS CALIFORNIA CIVIL CODE SECTION 1542. YOUR ABILITY TO OBTAIN YOUR WEATHERPROMISE IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THESE TERMS.

8. Binding Arbitration and Waiver of Class, Collective and/or Representative Action and Relief, and Jury Trial

Any Dispute relating to these Terms, including but not limited to a decision about a WeatherPromise Payout, shall be resolved through individual arbitration as described in this Section 8 ("**Arbitration Provision**"). You agree that this Arbitration Provision shall be interpreted broadly.

- a. Exclusion. NOTWITHSTANDING THE FOREGOING, ANY DISPUTE RELATING TO THE SCOPE, VALIDITY OR ENFORCEABILITY OF THIS ARBITRATION PROVISION SHALL NOT BE SUBJECT TO ARBITRATION.
- b. Right to Opt Out/Sue in Small Claims Court. IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE A DISPUTE WITH US ARBITRATED BY NOTIFYING US IN WRITING PRIOR TO ANY TRIP OR EVENT PERTAINING TO YOUR WEATHERPROMISE. THE WRITTEN NOTIFICATION MUST INCLUDE YOUR NAME, ADDRESS AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH US USING ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL NOT AFFECT YOUR WEATHERPROMISE OR RELATIONSHIP WITH US. ANY OPT-OUT SUBMITTED AFTER A TRIP OR EVENT TO WHICH YOUR WEATHERPROMISE PERTAINS WILL NOT BE EFFECTIVE AND ALL DISPUTES WITH US WILL BE ARBITRATED. YOUR WRITTEN OPT OUT NOTICE MUST BE SENT TO WEATHERPROMISE, INC., P.O. BOX, 2012, MORRISTOWN, NJ 07962. IF YOU OPT OUT OF ARBITRATION, YOU AGREE THAT ANY DISPUTE WITH US SHALL BE HEARD IN A SMALL CLAIMS COURT IN THE AREA WHERE YOU RESIDE SO LONG AS THE CLAIM(S) UNDERLYING THE DISPUTE IS(ARE) NOT AGGREGATED WITH

THE CLAIM(S) OF ANY OTHER PERSON AND THE AMOUNT IN CONTROVERSY IS PROPERLY WITHIN THE JURISDICTION OF YOUR LOCAL SMALL CLAIMS COURT.

- c. **Arbitration Procedures/Resolution of Disputes through Document Submission.** Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the American Arbitration Association ("AAA") pursuant to the most recent version of its Consumer Arbitration Rules (the "AAA Rules") as modified by the version of this Arbitration Provision that is in effect when you notify us about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website (www.adr.org). You agree that any dispute involving disclosed claims or counterclaims less than \$25,000 shall be arbitrated based on the Procedures for the Resolution of Disputes through Document Submission ("Desk Arbitration"). If there is a conflict between this Arbitration Provision and the AAA Rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, you and we shall agree on a substitute arbitration organization. If you and we cannot agree, you and we shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision, as written, applying the AAA Rules and this Arbitration Provision. A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator's essential findings and conclusions. The arbitrator's award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator's award. An arbitrator's award that has been fully satisfied shall not be entered in any court.
- d. **Initiation of Arbitration Proceeding / One Year Limitation Period.** Either you or we may initiate an arbitration proceeding by opening a case with the AAA by visiting its website (www.adr.org) and sending a demand to the AAA that includes all information required by the AAA Rules. Upon sending a demand to the AAA, you agree to also deliver a copy of the demand, or otherwise notify us regarding the arbitration proceeding, in writing addressed to: WeatherPromise, Inc., P.O. Box 2012, Morristown, NJ 07962. You must make any arbitration demand within one year of the End Date specified in your Confirmation Letter or you understand and agree that any and all claims relating to your WeatherPromise shall be deemed waived and legally invalid.
- e. **Waiver of Class, Collective, and Representative Actions and Relief.** YOU AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS OR DISPUTE TO BE ARBITRATED OR LITIGATED (1) ON A CLASS ACTION, COLLECTIVE ACTION, OR OTHER JOINT OR CONSOLIDATED BASIS, OR (2) ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER WEATHERPROMISE CUSTOMERS, OR ANY OTHER PERSONS. IN ANY ARBITRATION, THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST OR ON BEHALF

OF ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, OTHER JOINT OR CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT THIS WAIVER OF CLASS, COLLECTIVE, OTHER JOINT OR CONSOLIDATED, OR REPRESENTATIVE ACTIONS AND RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

- f. **Arbitral Fees and Costs.** The Administrative Fees and Costs of Arbitration shall be based on the rates and provisions set by the AAA for Desk Arbitration at the time of the arbitration. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs. You may only recover your attorneys' fees and costs in the arbitration if the arbitration is decided in your favor and to the extent that you could have recovered those fees in court in accordance with the law or statute(s) that apply to your claim(s) and case. You and we agree that the parties have a mutual interest in reducing the costs and increasing the efficiency of arbitration, and as such, either party may negotiate with the AAA for lower fees and costs and for other streamlined procedures designed to reduce the costs and increase the efficiency of arbitration. Notwithstanding anything in this Arbitration Provision to the contrary, we will pay all fees and costs that we are required by law to pay.
- g. **Waiver of Jury Trial.** WHETHER ANY DISPUTE IS RESOLVED IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN RELATION TO THE DISPUTE.
- h. **Survival.** This Arbitration Provision shall survive the termination of your WeatherPromise and these Terms.

9. General Provisions

Entire Agreement. These Terms together with the Confirmation Letter constitute the entire and exclusive understanding and agreement between us and you regarding your WeatherPromise. These Terms supersede and replace any and all prior oral or written understandings or agreements between us and you regarding your WeatherPromise.

Assignment. You may not assign or transfer your WeatherPromise or these Terms, by operation of law or otherwise. Any attempt by you to assign or transfer your WeatherPromise including these Terms will be null and of no effect. We may assign or transfer our obligations under your WeatherPromise including these Terms at our sole discretion and without restriction. These Terms shall be binding upon and inure to the benefit of the parties, and their respective successors, permitted assigns and legal representatives.

Notices. Unless specified otherwise, any notices or other communications to customers permitted

or required under these Terms will be in writing and sent by us via email to your email address identified in the Confirmation Letter. The date of receipt will be deemed the date on which we transmit the notice. It is your obligation to advise us of a change in your email address.

Currency. All amounts referenced in these Terms and the Confirmation Letter are in U.S. dollars and all payouts will be made in U.S. dollars.

Governing Law and Venue. These Terms shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to principles of conflicts of law. With the exceptions of any disputes led with a small claims court as provided by Section 8(b) and to the extent permitted by Section 8, any judicial proceeding brought against either party to these Terms or any Dispute shall be brought only in the State Court located in New York County, New York.

Severability. If any term or provision of these Terms or the application thereof to either party or circumstances shall, to any extent, be or become invalid or unenforceable, the remainder of these Terms or the application of such term or provisions to the other party or circumstances other than those as to which it is held invalid or unenforceable under the applicable law now or hereafter in effect in the jurisdictions governing these Terms shall not be affected thereby, and each term and provision shall remain and be valid and enforceable.

Waiver. No action or failure to act, nor any course of conduct, of either party hereto shall constitute a waiver of any provision of these Terms. No waiver by either party will be effective unless made in writing and signed by an authorized representative of that party.

Availability of Terms. If you have any questions about these Terms or would like a written copy of the Terms, please email us at support.skiplagged@WeatherPromise.com.
