**Terms of Use**

Effective Date: May 23, 2018

**IMPORTANT - THIS IS A LEGAL AGREEMENT BETWEEN YOU (referenced herein with "you" or with "your") AND XAD, INC. DBA GROUNDTRUTH (referenced herein as "WeatherBug"). YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS OF USE (referenced herein as the "Agreement") BECAUSE THEY GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE LOCATED AT weatherbug.com AND ANY ADDITIONAL AFFILIATED WEBSITE PROVIDED BY WEATHERBUG (collectively, referenced herein as the "Site") AND WEATHERBUG MOBILE OR SOFTWARE APPLICATIONS MADE AVAILABLE BY WEATHERBUG (referenced herein as the "App," together with the Site, the "Solution"). WEATHERBUG IS WILLING TO LICENSE TO YOU THE RIGHT TO USE THE APP ONLY ON THE CONDITION THAT YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. BY ACCESSING AND USING THE SITE OR BY USING THE APP, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, YOU ARE NOT GRANTED PERMISSION TO ACCESS OR USE THE SOLUTION AND YOU ARE INSTRUCTED TO STOP USE OF THE SOLUTION.**

1. **LICENSE GRANT.** Subject to your continued compliance with this Agreement, WeatherBug provides to you a single, revocable, limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the Solution during the term of this Agreement on your mobile phone, other mobile computing device, or personal computing device and only for personal or internal business purposes. The content layout, formatting, features of and online or remote access processes or privileges for the Solution shall be as specified by WeatherBug in its sole discretion. You also acknowledge and agree to the following: (i) WeatherBug has the right to control and direct the means, manner, and method by which the Solution is provided; (ii) WeatherBug may, from time to time, engage independent contractors, consultants, or subcontractors to aid WeatherBug in providing the Solution or use thereof; and (iii) WeatherBug has the right to provide the Solution to others.
2. **RESTRICTIONS ON USE.** All rights not expressly granted under this Agreement are hereby reserved to WeatherBug. Accordingly, you are hereby prohibited from using the Solution in any manner that is not expressly and unambiguously authorized by this Agreement. You therefore may not modify, reproduce, duplicate, copy, download, store, further transmit, disseminate, transfer, disassemble, reverse engineer, decompile, extract source code, broadcast, publish, remove or alter any proprietary notices or labels, license, sublicense, sell, mirror, frame, rent, lease, private label, grant a security interest in, create derivative works of, or otherwise exploit the Solution, or any portion of the Solution, without WeatherBug's prior written consent except as expressly and unambiguously authorized herein. Moreover, you may not (a) attempt to gain unauthorized access to any portion or feature of the Solution or any other system(s) or network(s) connected to the Solution or to any WeatherBug server or to any of the services offered on or through the Solution by hacking, password "mining," or any other illegitimate or prohibited means; (b) use the Solution in a manner that provides unauthorized access to mass downloads or bulk feeds of any content, including, but not limited to, lightning strike data, numerical latitude or longitude coordinates, imagery, and visible map data; (c) probe, scan, or test the vulnerability of the Solution or any network(s) connected to the Solution, nor breach the security or authentication measures on the Solution or any network(s) connected to the Solution; (d) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Solution; (e) use any device, software, or routine to interfere with the proper working of the Solution or any transaction conducted on the Solution, or with any other person's use of the Solution; (f) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to WeatherBug on or through the Solution; (g) delete, obscure, or in any manner alter any warning or link that appears in the Solution; or (h) use the Solution in an unlawful manner, including, without limitation, to post, upload, transmit, or otherwise make available any material which violates, misappropriates, or infringes in any way upon the rights of others, is unlawful, threating, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, or encourages conduct that would constitute unlawful conduct.
3. **ATTRIBUTION.** To reflect WeatherBug's ownership of the Solution and to protect WeatherBug's rights and interests therein, you shall ensure that proper attribution and notice appears with any use of the Solution and, in particular, any printout or screen shot (from the Solution or of the Solution's content). Accordingly, you shall ensure that a notice including the following information, namely, "Copyright © xAd, Inc." (and such other information as designated by WeatherBug from time to time) appears in connection with any printout or screenshot.
4. **USER OBLIGATIONS.** By downloading, accessing, or using the Solution, you covenant that you will abide by all applicable local, state, and national laws and regulations with respect to your use of the Solution and that you are at least the legal age of majority. You further covenant you will at all times provide true, accurate, current, and complete information (and updates thereto) when submitting information to WeatherBug through the Solution, and agree to provide WeatherBug reasonable cooperation in connection with operation of or support for the Solution. You also acknowledge and agree that additional notices, terms, and conditions may apply to the use of other WeatherBug services or solutions. WeatherBug will provide notice of any application notices, terms, and conditions for its services or solutions.
5. **ACCOUNT.** You may be required to register to use the Solution. Each registration is for a single user only, unless otherwise expressly agreed upon by WeatherBug. Registration for access to and use of the Solution may also require access credentials, such as a user name and a password, or adherence to other particular access requirements as designated by WeatherBug in its sole discretion from time to time. You hereby agree to consider your access credentials, such as a user name and password, as confidential information and not to disclose such information to any third party without the prior express written consent of WeatherBug, which may be withheld in its sole discretion. In addition, you agree to assume all responsibility concerning your use of the Solution, including being held responsible for any and all activity occurring through your user name and password (and the related account access). You shall immediately notify WeatherBug if you suspect or become aware of any loss or theft of your password or any unauthorized use of your user name and password.
6. **FEE & SUBSCRIPTION.** The App is supported by advertising and sponsorship revenue. Therefore, the App is provided, per the terms of this Agreement, without an additional fee unless you have activated the ad-free features by purchasing a subscription to that service. A subscription functions as an "in-app" purchase option, which will disable all advertising served through the application. Subscriptions renew on a periodic basis (as designated by WeatherBug) unless you indicate and request non-renewal through the App. Subscription payments will be processed by WeatherBug or a participating mobile app provider, such as Google Play or Apple iTunes, from which you originally downloaded the application. You may access the applicable "in-app" purchase rules and policies directly from the applicable app store(s). Additional terms or conditions may apply to a subscription at the time of order or renewal.
7. **MOBILE SERVICES.** The Solution offers display functionality and various tools that are available to you via your mobile phone or other mobile computing device (collectively, "Mobile Services"). Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices or in all locations. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices; what restrictions, if any, may be applicable to your use of the Mobile Services; and how much such use will cost you. Nevertheless, all use of the Solution, including without limitation all use of the App and its related Mobile Services, shall be strictly in accordance with this Agreement.
8. **ADVERTISING.** Advertisements for WeatherBug or third party products and services will generally be displayed within the frame of the Solution. But, WeatherBug may deliver topical weather reports and news and information that may also include advertisements. Typically, advertisements appearing as a part of reports, news, or information occur when a larger window is needed to effectively deliver the content being accessed, such as a radar map or forecast table.
9. **DATA COLLECTION, COMMUNICATIONS & UPDATES.** By installing, accessing, or using the Solution, you agree to allow WeatherBug to collect (on behalf of itself and its business partners) certain information regarding your use of the Solution (including, without limitation, certain data regarding your mobile device (e.g., type of device, unique device ID, etc.), operating software, feature utilization, navigation, and personal information (e.g., name, email, etc.)). In particular, if you elect to use certain location-based features or services, WeatherBug may collect your precise location. You authorize WeatherBug to locate your device and to record, compile, and/or display your location. WeatherBug may use and/or share location information with third parties for purposes of targeting advertising to the device. You also agree to receive electronic communications from WeatherBug. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Solution or WeatherBug's other products, solutions, or services. These electronic communications are part of your relationship with WeatherBug and you receive them as part of your use of the Solution. You therefore hereby agree that any such notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements. Further, you understand and agree that installation of the Solution permits the downloading of updates and upgrades, including for the purpose(s) of fixing product defects, enhancing the weather warning, alerting or other functionality, or providing enhancements. You will be given notice and an opportunity to accept or refuse any update or upgrade that we provide. But, refusal of an update or upgrade may impact performance of the Solution.
10. **PRIVACY POLICY & OPT-OUT.** Please see WeatherBug's Privacy Policy at<https://www.weatherbug.com/legal/privacy> for more details on WeatherBug's collection and use of data including location-based information or personally identifiable information. Your use of the Solution and the collection of location-based or personally identifiable information by and through the Solution is addressed by WeatherBug's Privacy Policy. You may opt-out of certain information collection, such as location-based information, by adjusting the settings on your device or following any further details set forth in WeatherBug's Privacy Policy. Please note that your opt-out choice may apply only to the particular browser or device you are using when you opt out. You can stop collection of information by the App entirely by uninstalling the App, and you can stop collection of information by the Site by ceasing your access or use of the Site.
11. **POSTINGS.** The Solution may contain or provide access to a message forum and other interactive features and functionality, where you can share and exchange information or content (referenced collectively as "Postings"). To the extent that the Solution allows for such communication functionality, you agree that by using the Solution you will not upload, post, display, or transmit any of the following:
    * anything that interferes with or disrupts the Solution or the operation thereof,
    * statements or materials that defame, harass, abuse, stalk, threaten, intimidate, or in any way violate the rights of others,
    * unauthorized copyrighted materials or any other material that infringe on the intellectual property rights, trade secrets, or privacy of others,
    * statements or materials that violate other contractual or fiduciary rights, duties, or agreements,
    * statements or materials that are bigoted, hateful, or racially offensive,
    * statements or materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction,
    * statements or materials that constitute anti-competitive collaboration and/or antitrust violations,
    * statements or materials that contain vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person,
    * statements or materials that harm minors,
    * statements or materials that impersonate any other person or entity, whether actual or fictitious, including, without limitation, employees and representatives of WeatherBug,
    * statements or materials that misrepresent your affiliation with any entity and/or WeatherBug,
    * anything that violates the privacy or publicity rights of any other person, including, without limitation, posting any personally identifiable information of another individual,
    * chain letters or pyramid schemes,
    * statements or materials that are deceptive or misleading,
    * statements or materials that constitute junk mail, spam, or unauthorized advertising or promotional materials, or
    * files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network, or the Solution.
13. **PERMISSION TO USE POSTINGS.** By submitting any type of a Posting(s) and without limitation of any of WeatherBug's rights to any collected data, you automatically and hereby grant a royalty-free, transferable, sublicensable and non-exclusive right and license for WeatherBug to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on any such Posting, without additional approval, attribution, or consideration, in furtherance of and in connection with the operation of the Solution, and you hereby waive any claim to the contrary. WeatherBug reserves the right to establish additional practices, parameters, and limits in its sole discretion concerning the storage, display, or availability of any Posting. You represent that you have all necessary rights to make a Posting(s) available to WeatherBug, and you also acknowledge that WeatherBug has no control over the extent to which any idea or information (in a Posting) may be used by any party or person once it's posted or displayed.
14. **NO PRE-SCREENING OF POSTINGS.** WeatherBug is not responsible for screening, policing, editing, or monitoring your or another user's Postings and encourages all of its users to use reasonable discretion and caution in evaluating or reviewing any Postings. Moreover, WeatherBug does not endorse, oppose, or edit any opinion or information provided by you or another user and does not make any representation with respect to the accuracy, acceptability, completeness, timeliness, or reliability of any Posting displayed, uploaded, or distributed by you or any other user. Nevertheless, WeatherBug reserves the right to monitor, delete, access, read, preserve, disclose or take other action with respect to Postings (or parts thereof) that WeatherBug reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, (v) protect the rights, property or safety of WeatherBug, its users, or the public, or (vi) that WeatherBug believes in good faith violate this Agreement and/or are, or are potentially, unlawful or harmful to WeatherBug, its services, or goodwill. If you violate this Agreement, WeatherBug may, in its sole discretion, delete the unacceptable content from your Posting, remove or delete the Posting in its entirety, issue you a warning, and/or terminate your use of the Solution or any portion thereof.
15. **FEEDBACK.** WeatherBug welcomes your feedback and suggestions about WeatherBug's products or services or with respect to how to improve the Solution. By transmitting any suggestions, information, material, or other content (collectively, "Feedback") to WeatherBug, you represent and warrant that such Feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey to WeatherBug and enable WeatherBug to use such Feedback. In addition, any Feedback received by WeatherBug will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license from you for WeatherBug to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works of, and display (in whole or in part) worldwide, or act on such Feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist therein, and you hereby waive any claim to the contrary.
16. **LINKS TO OTHER SITES.** The Solution may connect to certain third party websites or online networks (collectively, "Third Party Sites"). These Third Party Sites have not necessarily been reviewed by WeatherBug and are owned, controlled and/or maintained solely by third parties over whom WeatherBug exercises no control. Your correspondence or any other dealings with third parties found through any Third Party Sites on the Solution is solely between you and such third party. Accordingly, WeatherBug hereby expressly disclaims and shall not have any liability or responsibility for any Third Party Sites.
17. **PROPRIETARY RIGHTS.** This Agreement provides only a limited license to access and use the Solution in accordance with the terms of this Agreement. Accordingly, you hereby agree that WeatherBug transfers no ownership or intellectual property interest or title in and to the Solution or any other WeatherBug intellectual property to you or anyone else in connection with your use of the Solution. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Solution are exclusively owned, controlled, and/or licensed by WeatherBug, Inc. or its licensor(s) or affiliate(s). WeatherBug, WEATHERBUG, SPARK, and KNOW BEFORE and all other marks identifying the products or services of WeatherBug are proprietary trademarks of WeatherBug, Inc., and any use of such marks, including, without limitation, as domain names, account identifiers, or in connection with any search engine optimization practice(s), without the prior express written permission of WeatherBug is hereby strictly prohibited.
18. **CONFIDENTIALITY.** You acknowledge and agree that the Solution contains proprietary trade secrets and confidential or nonpublic information of WeatherBug and/or its licensors (the "Confidential Information"). You agree to secure and protect the confidentiality of the Confidential Information of WeatherBug (and/or its licensors) in a manner consistent with the maintenance of WeatherBug's rights therein, using at least as great a degree of care as you use to maintain the confidentiality of your own confidential information of a similar nature, but in no event using less than reasonable efforts. You shall not, nor permit any third party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information to third parties, except as expressly authorized in this Agreement.
19. **THIRD-PARTY SOFTWARE.** Installation and use of any plug-ins or other third-party software are subject to the terms and conditions of any licenses distributed with or relating to such plug-ins or third-party software.
20. **DISCLAIMER.** THE SOLUTION IS PROVIDED ON AN "AS-IS" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. WEATHERBUG HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. WEATHERBUG ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SOLUTION WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR PARTICULAR REQUIREMENTS AND/OR NEEDS. THEREFORE, YOU ASSUME THE ENTIRE RISK REGARDING THE QUALITY AND/OR PERFORMANCE OF THE SOLUTION. YOU SPECIFICALLY ACKNOWLEDGE THAT WEATHERBUG IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES OVER WHICH IT HAS NO CONTROL.
21. **LIMITATION OF LIABILITY.** YOU ALSO EXPRESSLY ABSOLVE AND RELEASE WEATHERBUG FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND WEATHERBUG'S CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES OR NATURAL DISASTERS, STRIKES OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. IN PARTICULAR, EXPERIENCE HAS SHOWN THAT THE RESOLUTION, TIMELINESS, AND FORMAT IN WHICH LIGHTNING DATA ARE PRESENTED WITHIN VARIOUS DISPLAYS AND PRODUCTS DOES NOT PROVIDE A TOTAL SOLUTION WITH REGARD TO ADDRESSING CONCERNS REGARDING THE PRESENCE OF CONVECTIVE ACTIVITY AND/OR LIGHTNING AND THEIR POTENTIAL IMPACT ON THE SAFETY OF PERSONNEL AND/OR SAFEGUARDING OF FACILITIES, WHETHER IT BE OF IMMEDIATE OR SHORT TERM CONCERN. INTERPRETATION AND APPLICATION OF THE DATA, AS WELL AS ANY COMPARATIVE ANALYSIS AND/OR PROGNOSIS OR SIMILAR ACTIVITIES DONE BY ANY USER, ARE DONE SO SOLELY AT THE USER'S RISK AND HAVE NOT DIRECTLY OR INDIRECTLY BEEN IMPLIED, CONDONED OR RECOMMENDED BY WEATHERBUG AND/OR ITS DATA SUPPLIERS. MOREOVER, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WEATHERBUG BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DEALINGS OR AGREEMENTS BETWEEN YOU AND A THIRD PARTY, THE USE OF THE SOLUTION, WITH THE DELAY OR INABILITY TO USE THE SOLUTION, THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY INFORMATION, SOFTWARE FUNCTIONALITY, AND MATERIALS AVAILABLE THROUGH THE SOLUTION, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF WEATHERBUG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TOTAL LIABILITY OF WEATHERBUG FOR ANY REASON WHATSOEVER RELATED TO USE OF THE SOLUTION SHALL NOT EXCEED $500 (US) OR THE AMOUNT PAID BY YOU TO WEATHERBUG (FOR USE OF THE SOLUTION) DURING THE TWELVE (12) MONTHS PRECEDING ANY CLAIM, WHICHEVER IS GREATER.
22. **HIGH RISK ACTIVTIES.** You further acknowledge, without limitation of the foregoing, that the Solution is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Solution could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). WeatherBug and its licensors specifically disclaim any express or implied warranty of fitness for High Risk Activities.
23. **U.S. GOVERNMENT RESTRICTED RIGHTS.** Use, duplication or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR51.227-19 when applicable, or in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or at 252.211-7015, as applicable, and in similar clauses in the NASA FAR Supplement.
24. **SECURITY & ENFORCEMENT.** Any actual or attempted use of the Solution by you in violation of this Agreement may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. WeatherBug reserves the right in its sole discretion to review, monitor, and/or record any information relating to your use of the Solution ("User Information") without any prior notice to or permission from you, including, without limitation, by archiving content and/or communications submitted to and/or sent by you through the Solution. WeatherBug may share any User Information WeatherBug obtains from you with any law enforcement organization in connection with any investigation or prosecution of possible criminal or unlawful activity. WeatherBug will also disclose User Information as required by any court order and/or subpoena. In addition, WeatherBug hereby reserves the right in its sole discretion to, at any time and without notice, modify, suspend, terminate, and/or interrupt operation of or access to the Solution, or any portion thereof, in order to protect the Solution, WeatherBug intellectual property, WeatherBug, or the business interests of WeatherBug and/or its members and affiliates.
25. **INJUNCTIVE RELIEF.** You acknowledge that any breach, threatened or actual, of this Agreement, including, without limitation, violations or infringement of WeatherBug's intellectual property or proprietary rights, may cause irreparable injury to WeatherBug, whereby such injury would not be quantifiable in monetary damages, and WeatherBug would not have an adequate remedy at law. In the event of such injury or potential for such injury you therefore hereby agree that WeatherBug shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this Agreement.
26. **GOVERNING LAW.** This Agreement has been made in and will be construed and enforced in accordance with the laws of the State of New York as applied to agreements entered into and completely performed in the State of New York. You agree to the personal jurisdiction by and venue in any federal or state court in the State of New York and waive any objection to such jurisdiction or venue and further to a jury trial in any action. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. Any claim you might have against WeatherBug must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. In any legal proceeding brought by WeatherBug, WeatherBug shall have the right to seek and be awarded all reasonable attorneys' fees and costs in addition to any other relief, at law or in equity, to which WeatherBug may be entitled. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent as other documents and records originally generated and maintained in printed form. Please print a copy of this Agreement or contact WeatherBug if you wish to receive a printed copy of this Agreement.
27. **TERM AND TERMINATION.** This Agreement will take (re-take) effect at the time you click "I ACCEPT," download the App, begin using the App, or first access the Site, whichever is earliest. You may uninstall or delete the App at any time by utilizing the available uninstall or delete functionality offered by the applicable operating software or mobile device. However, by uninstalling or deleting the App, you will no longer be able to access the App's functionality or related services and will not be entitled to any refund of any amount paid for a subscription. This Agreement will terminate automatically if (i) you fail to comply with any of its terms and conditions; or (ii) cease all use of the Solution. Termination will be effective without notice. In addition, WeatherBug may in its sole discretion terminate this Agreement upon notice to you for any or no reason. Upon termination of this Agreement, any and all right(s) to use the Solution shall immediately cease and you must promptly delete or destroy all copies of the Solution in your possession or control. Sections 2, 3, 6, 12-30 will survive the termination of this Agreement.
28. **EXPORT CONTROLS.** The Solution may not be exported or used outside the United States in a manner that is prohibited by applicable export laws and regulations. By downloading, accessing, or using the Solution outside the United States, you assume responsibility for compliance with the foregoing.
29. **WAIVER & SEVERABILITY.** WeatherBug's failure to insist upon strict performance of any of the terms and conditions of this Agreement by you will not operate as a waiver of any subsequent default or failure of performance. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision(s) that most clearly matches the intent of the original provision and the remainder of this Agreement shall continue in effect.
30. **OTHER TERMS AND CONDITIONS.** Additional notices, terms, and conditions may apply to access to or use of WeatherBug's products and services. If there is a conflict between this Agreement and any other notices, terms, or conditions, WeatherBug shall resolve any conflict in good faith in its sole discretion, but this Agreement shall generally control with respect to accessing and using the Solution.
31. **MISCELLANEOUS.** You hereby agree that (a) this Agreement operates in addition to any terms of use imposed or required by Apple Inc., Google, Inc., Microsoft, Inc. or any other digital download platform from which you download the App ("App Provider Terms"); and (b) the terms of this Agreement supplement and do not alter or amend any such App Provider Terms. No joint venture, partnership, employment, or agency relationship exists between you and WeatherBug as a result of this Agreement or your utilization of the Solution. Headings are for convenience only. This Agreement and WeatherBug's Privacy Policy found at<https://www.weatherbug.com/legal/privacy> represent the entire agreement between you and WeatherBug with respect to use of the Solution, and hereby supersede all prior and/or contemporaneous communications and proposals, whether electronic, oral, or written between you and WeatherBug. You may not assign, delegate, or transfer any rights under this Agreement without the prior express written consent of WeatherBug, which may be withheld in WeatherBug's sole discretion. **WeatherBug may update these terms and conditions at any time by posting or sending you a revised version of the Agreement, and may do so without advance notice to you. Accordingly, please review the terms and conditions found at this location on a periodic basis. Each time you access the Solution, you agree to be bound by the Agreement in effect at the time you access the Solution. If you do not agree to the revised terms, do not use the Solution.**