

# Terms of Use

Last updated: May 17, 2022

These Terms of Use ("**Terms**") apply to your access and use of our website <https://www.weatherwell.app/> and/or our application WeatherWell: Health Forecast (collectively, our "**Services**") provided by Palta Weather, Inc. ("**Company**" or "**we**"). These Terms are not entered into with Apple, Inc., any of its subsidiaries, Google, Inc., any of its subsidiaries or any other entity as may apply.

If you have any questions about these Terms or our Services, please contact us at [info@weatherwell.app](mailto:info@weatherwell.app).

## 1. Description of Services

WeatherWell is an application providing you with a personalised health forecast and insights based on the weather around you. AI-based application uses a unique and science-intensive technology developed by top-notch data scientists and professional doctors. It helps predicting and mitigating the negative health effects caused by weather.

## 2. Disclaimer

WeatherWell gives lifestyle and health insights based on weather conditions. Methods for insights generation are grounded on existing scientific research. The application is neither a medical nor a diagnostic tool and doesn't substitute a healthcare professional. We don't provide diagnoses and medical advice. Always seek a doctor's advice in addition to using our Services and before making any medical decisions.

## 3. Eligibility

You must be at least 13 years of age to access or use our Services (or at least 16 years old if you are an European Union resident).

If you are under 18, your parent or guardian must review the Terms, and by using the Services, you confirm that your parent or guardian has so reviewed and accepted the Terms. We reserve the right to limit the availability to users under the age of 18 of certain content in the Services, in our sole discretion.

## 4. Your use of our Services

Please refer to our Privacy Policy for information about how we collect, use and disclose information about you. Our Privacy Policy is an integral part of the Terms; however, to the extent there is an inconsistency between the Terms and the Company's Privacy Policy, the Terms shall govern.

While using our Services you agree not to violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while accessing or using our Services. Also, you agree that you shall not:

- engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

## **5. License**

We grant you a personal, worldwide, revocable, non-transferable and non-exclusive license to access and use our Services for personal and non-commercial purposes in accordance with the Terms.

All rights, title, and interest in and to the Services not expressly granted in the Terms are reserved by us. If you wish to use our software, title, trade name, trademark, service mark, logo, domain name and/or any other identification with notable brand features or other content owned by the Company, you must obtain written permission from us. Permission requests may be sent to [info@weatherwell.app](mailto:info@weatherwell.app).

## **6. Indemnification**

You agree to defend, indemnify, and hold the Company, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of the Terms.

## **7. Use at your own risk**

Your use of our Services is at your sole risk. Our Services are provided "as is" and "as available" without representations or warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While we attempt to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.

## **8. Limitation of Liability**

In no event shall the company, its officers, directors, agents, affiliates, employees, advertisers, or data providers be liable for any indirect, special, incidental, consequential or punitive damages (including but not limited to loss of use, loss of profits, or loss of data) whether in an action in contract, tort (including but not limited to negligence), equity or otherwise, arising out of or in any way connected with the use of our Services. Some jurisdictions do not allow the exclusion or limitation of liability, so the above limitations may not apply to you. The Company, or any third parties mentioned on our Services, are not liable for any personal injury, including death, caused by your use or misuse of the app.

## **9. Export and economic sanctions control**

The software that supports the Services may be subject to U.S. export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations maintained by the Department of State. You represent and warrant that you are (1) not located in any country or region that is subject to a U.S. government embargo and (2) are not a denied party as specified in the regulations listed above.

You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the Services nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

## **10. Third-party services**

The Services may give you access to links to third-party websites, apps, or other products or services ("**Third Party Services**"). We do not control Third Party Services in any manner and, accordingly, do not assume any liability associated with such Third Party Services. You need to take appropriate steps to determine whether accessing a Third Party Service is appropriate, and to protect your personal information and privacy in using any such Third Party Services.

## **11. Transfer and Processing Data**

Your data will be processed and stored in the United States. We may transfer it to other countries, where you may not have the same rights and protections as you do under the local law using the appropriate safeguards. To learn more about our personal data processing practices please refer to our Privacy Policy.

## **12. Your feedback**

We welcome your feedback about our Services. Unless otherwise expressly declared, any communications you send to us are deemed to be submitted on a non-confidential basis. You agree that we may decide to publicize such contents at our own discretion. You agree to authorize us to make use of such contents for free, and revise, modify, adjust and change contextually, or make any other changes as we deem appropriate.

## **13. Changes to these Terms**

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Services and update the "Last Updated" date above. We will also attempt to notify you by providing notice through our Services in case of material changes. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, please stop accessing and using our Services.

## **14. Termination**

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

## **15. Severability**

If any provision or part of a provision of the Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from the Terms and does not affect the validity and enforceability of any remaining provisions.

## **16. Miscellaneous**

The Terms constitute the entire agreement between you and the Company relating to your access to and use of our Services. The failure of the Company to exercise or enforce any right or provision of the Terms will not operate as a waiver of such right or provision. The section titles in the Terms are for convenience only and have no legal or contractual effect. Except as otherwise provided herein, the Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

All claims between the Parties related to the Terms will be litigated individually, and the Parties will not consolidate or seek class treatment for any claim unless previously agreed to in writing by the parties. Any cause of action you may have with respect to your use of the Services must be commenced within 1 year after the claim or cause of action arises.

### **Questions and comments**

If you have any comments or questions on any part of the Services or any part of the Terms, require support, or have any claims, please contact us at [info@weatherwell.app](mailto:info@weatherwell.app).