

# WEATHER 3D LLC - TERMS OF USE

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## END USER LICENSE AGREEMENT

Weather 3D is licensed to You (End-User) by Weather 3D LLC, located in Charlotte, NC (hereinafter: Licensor), for use only under the terms of this License Agreement.

By downloading the Application from the Apple App Store, Google Play, other third-party app stores, and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

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## 1. THE APPLICATION

Weather 3D (hereinafter: Application) is a piece of software created to provide detailed weather information – and customized for Apple and any Android mobile device.

## 2. USER GENERATED CONTRIBUTIONS

The Application does not offer users to submit or post content. We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Application and through third-party websites or applications. As such, any Contributions you transmit may be treated in accordance with the Application Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Application and these Terms of Use.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

9. Your Contributions do not violate any applicable law, regulation, or rule.

10. Your Contributions do not violate the privacy or publicity rights of any third party.

11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.

12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.

13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the Application in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Application.

### **3. CONTRIBUTION LICENSE**

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of the Privacy Policy and your choices (including settings).

By submitting suggestions of other feedback regarding the Application, you agree that we can use and share such feedback for any purpose without compensation to you.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Application. You are solely responsible for your Contributions to the Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

### **4. WARRANTY**

4.1 Licensor warrants that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of Your download. Licensor warrants that the Application works as described in the user documentation.

4.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by Yourself or by third parties, or if there are any other reasons outside of Weather 3D's sphere of influence that affect the executability of the Application.

4.3 You are required to inspect the Application immediately after installing it and notify Weather 3D about issues discovered without delay by e-mail provided in [Product Claims](#). The defect report will be taken into consideration and further investigated if it has been mailed within a period of 10 days after discovery.

4.4 If we confirm that the Application is defective, Weather 3D reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

4.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify the App-Store-Operator, and Your Application purchase price will be refunded to You. To the maximum extent permitted by applicable law, the App-Store-Operator will have no other warranty obligation whatsoever with respect to the App, and any other losses, claims, damages, liabilities, expenses and costs attributable to any negligence to adhere to any warranty.

4.6 If the user is an entrepreneur, any claim based on faults expires after a statutory period of limitation amounting to twelve (12) months after the Application was made available to the user. The statutory periods of limitation given by law apply for users who are consumers.

## **5. PRODUCT CLAIMS**

Weather 3D and the End-User acknowledge that Weather 3D, and not Apple, Google, or any other third party app store is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application, including, but not limited to:

(i) product liability claims;

(ii) any claim that the licensed Application fails to conform to any applicable legal or regulatory requirement;

## **6. LEGAL COMPLIANCE**

You represent and warrant that You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and that You are not listed on any U.S. Government list of prohibited or restricted parties.

## **7. CONTACT INFORMATION**

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact: [info@weather3d.com](mailto:info@weather3d.com)

## **8. TERMINATION**

The license is valid until terminated by Weather 3D or by You. Your rights under this license will terminate automatically and without notice from Weather 3D if You fail to adhere to any term(s) of this license. Upon License termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

## **9. NO MAINTENANCE OR SUPPORT**

9.1 Weather 3D is not obligated, expressed or implied, to provide any maintenance, technical or other support for the Application.

9.2 Weather 3D and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

## **10. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

Weather 3D represents and warrants that Weather 3D will comply with applicable third-party terms of agreement when using licensed Application.

In Accordance with Section 9 of the “Instructions for Minimum Terms of Developer’s End-User License Agreement,” Apple and Apple’s subsidiaries shall be third-party beneficiaries of this End User License Agreement and – upon Your acceptance of the terms and conditions of this license agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this End User License Agreement against You as a third-party beneficiary thereof.

## **11. INTELLECTUAL PROPERTY RIGHTS**

Weather 3D and the End-User acknowledge that, in the event of any third-party claim that the licensed Application or the End-User’s possession and use of that licensed Application infringes on the third party’s intellectual property rights, Weather 3D, and not Apple, Google, nor other app store third parties will be solely responsible for the investigation, defense, settlement and discharge or any such intellectual property infringement claims.

## **12. APPLICABLE LAW**

This license agreement is governed by the laws of the United States, excluding its conflicts of law rules.

## **13. MISCELLANEOUS**

13.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

13.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.