

Terms and Conditions

December 6, 2013

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING, REGISTERING FOR, OR SUBMITTING CONTENT TO THE SERVICES (DEFINED BELOW) FROM TWC PRODUCT AND TECHNOLOGY LLC. BY USING, REGISTERING FOR, OR SUBMITTING CONTENT TO THE SERVICES, OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THESE TERMS OF USE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT WISH TO AGREE TO THESE TERMS OF USE, YOU MAY NOT USE, REGISTER FOR, OR SUBMIT CONTENT TO THE SERVICES.

1. General.

This Agreement is between TWC Product and Technology LLC and its affiliated companies (collectively "TWC") and you. The service covered by these Terms of Use ("Services") include TWC's weather.com® website (the "Site"), mobile web sites, and other Internet enabled or wireless means by which TWC provides content to you or receives content from you, including, without limitation, downloadable or preloaded software applications (including, without limitation, TWC Product and Technology LLC Desktop, mobile applications, and tablet applications, content and blog submission services, chat rooms, message boards, text/SMS messaging, email messaging, alert products, and delivery of TWC content to you at your request. "Services" do not, however, include websites of TWC and its affiliates that primarily serve international markets (e.g., weather.com/en-GB) or advertising customers, or any other products or services of TWC. The Services are owned and operated by TWC, but may include elements licensed from or provided by third parties. TWC has the right at any time to change or discontinue any of the Services or any aspect or feature of the Services, including, without limitation, the content, hours of availability, and equipment needed for access or use of the Services. TWC has the right to terminate and/or suspend you ability to access the Service or any portion thereof, for any or no reason, without notice (except as and when required by law or as stated in these Terms of Use).

2. Privacy Policy.

By using any of the Services, you are agreeing to the terms of TWC's privacy policy (located at <https://weather.com/en-US/twc/privacy-policy>) and the collection, use and sharing of information, including without limitation your personal information, described therein.

3. Registration.

Some of the Services may provide you with the opportunity to register by creating a user account in order to enable certain features or receive certain information. TWC will use the information you provide in accordance with TWC's Privacy Policy. By registering, you represent and warrant that all information that you choose to provide is current, complete and accurate. You agree to maintain and promptly update such information as necessary, so that it remains current, complete and accurate. If the registration process requires you to create and use log-in credentials such as an email address or user name along with a password, you acknowledge and agree that TWC may rely on the subsequent use of your log-in credentials to provide access to your account and the information you have provided. You are responsible for all use of your account, regardless of whether you authorized such access or use, and for ensuring that all use of your account complies fully with these Terms of Use.

4. Equipment.

You shall be responsible for obtaining and maintaining all devices, wired or wireless communications means, telephone, computer software, computer hardware and other equipment needed for access to and use of the Services and all charges related thereto.

5. Restrictions on Use.

A. You shall use the Services for lawful purposes only. You shall not post or transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violate any law. You shall not post or transmit through the Services any material which contains advertising or any solicitation with respect to products or services. You shall not use the Services to advertise or perform any commercial solicitation, including, without limitation, the solicitation of users to become subscribers of other services competitive with the Services. Any conduct by you that in TWC's discretion restricts or inhibits any other user from using or enjoying the Services is not permitted.

B. The Services contain copyrighted material, trademarks and other proprietary information, including, without limitation, animation, text, software, images, video, graphics, music and sound, and the rights to the contents of the Services under the United States copyright laws and other laws are owned or controlled by TWC. While you may access, view, use and display the Services for your personal use, you may not modify, reproduce, publish, transmit, publicly display, publicly perform, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of the content will be permitted without the express written permission of TWC and any relevant third party copyrights owners. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made and no ownership rights shall be transferred.

C. The foregoing provisions of Paragraph 5 are for the benefit of TWC, its subsidiaries, affiliates and its third party providers, contractors, advertisers, licensees, and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. Submissions.

A. By submitting material to TWC or the Services, for good and valuable consideration, the sufficiency and receipt of which you hereby acknowledge, you automatically grant, or warrant that the owner of such material has expressly granted, to TWC, its subsidiaries, its affiliates, its contractors, and its licensees, the royalty-free, worldwide, perpetual, irrevocable, non-exclusive right and license to use, reproduce, publicly perform, publicly display, prepare derivative works from, distribute, modify, adapt, publish, translate, edit, transmit, reformat, and sublicense such material (in whole or in part, directly or indirectly) and/or to incorporate it in other works in any form, manner, media or technology now known or hereafter devised; you waive your rights to attribution, integrity, or moral rights in the materials in connection with their use by

TWC and other authorized parties; you agree to allow use of your name and city on the Services and in publicity or advertising without compensation; and you understand and agree that TWC shall have no obligation to copy, publish, display or otherwise exploit the materials, nor shall they be obligated to prevent, or have any liability for, any unauthorized copying, publishing, displaying or other exploitation of the materials.

B.TWC shall have the right in its sole discretion to refuse to post or remove any material submitted to or posted on the Services. TWC does not have an obligation to review posted material on the Services, and TWC cannot assure that the material will either be appropriate or appropriately expressed. While TWC may review submissions, TWC does not assume responsibility for the contents of any submission. TWC may choose not to publish all or any material submitted to the Services at its sole discretion, and such choices cannot be disputed. Without limiting the foregoing, TWC shall have the right to remove any material that TWC, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable. TWC reserves the right to alter content as appropriate for the medium.

C.You shall not e-mail, upload, post or otherwise make available on the Services any material protected by copyright, trademark, or other proprietary rights without the express permission of the owner of the copyright, trademark, or other proprietary rights in the material, and the burden of determining whether any material is protected by such rights rests with you. You shall be solely liable for any damage resulting from any infringement of copyright, trademark, or other proprietary rights, or any other harm resulting from such a submission.

D.Subject to TWC's policies regarding privacy, any e-mails, notes, message/billboard/forum postings, animation, images, videos, ideas, suggestions, concepts or other material submitted by you will be treated as non-confidential and non-proprietary.

E.If you submit any content to TWC, you will be deemed to have made the following representations and warranties, upon which TWC will have the right to rely:

- i.You have the sole and exclusive right to grant such rights to TWC;
- ii.You have obtained any and all necessary rights and where required, written releases, from any and all recognizable persons appearing in the content, and from any and all persons who provided art work or any other material appearing in the content;
- iii.TWC's exercise of the rights granted to TWC by you under Paragraph 6. A. will not infringe on any rights of any third party, including, but not limited to, copyright, trademark, privacy or publicity rights anywhere in the world;
- iv.You hereby grant any other user of the site the right to access, view, store or reproduce the content for that user's personal use;
- v.You waive your rights to attribution, integrity, or any other moral right in the content in connection with its use by TWC;
- vi.You agree to allow use of your name, user name (if applicable), city and state in publicity or advertising without compensation; and
- vii.You understand and agree that TWC shall have no obligation to copy, publish, display or otherwise exploit the content, nor shall it be obligated to prevent, or have any liability for, any unauthorized copying, publishing, displaying or other exploitation of the content by others.

7. Mobile Messages and Alerts. These terms relate specifically to your use of any of TWC's text/SMS message and alert Services. These Services provide messages and alerts related to weather and weather-related conditions and occurrences.

A.Subscription to the Service. By subscribing to the Services, you represent and warrant that you are in lawful possession of the mobile phone or wireless device to which are directing messages to be sent. You agree and represent that all registration and contact information provided during the sign-up process, including the mobile phone number registered for the Services, is accurate and current. If any of your registration or contact information or your mobile phone number changes, you agree to update it immediately. You are solely responsible for the use of the Services by you and anyone you allow access to the Services.

B.Short Code; Quantity of Messages. Text message weather alerts will come from short code 78676. TWC provides several types of recurring messages and alerts. Some are sent daily and some are sent only when certain conditions occur. The number of alerts received will vary by alert type and also depends on the settings you choose and the weather conditions in the relevant location. You acknowledge and agree that TWC may send you program related messages related to billing, maintenance, usage, tips, reminders, technical support and the operation of the Services.

C.Functionality; Security; Mobile Use Precautions. The Services may not be available at all times and in all areas; certain variables could affect delivery of the messages, including but not limited to the functionality of your carrier's network and text messaging platform, and restrictions set by your carrier to your account. Neither TWC nor its third party service providers guarantee message delivery, completeness, accuracy, or timeliness, or that Services will be available at all times. Neither TWC nor its third party service providers are responsible for messages that are lost or misdirected.

D.Third Party Charges and Mobile Alerts. A mobile phone or wireless device is required to use the Services. The Services are not available on all carriers or on all rates plans. Even for Services for which TWC does not charge, standard message and rates may apply from your mobile or wireless device carrier. Your carrier may charge you for each text message sent and received. Contact your carrier for text messaging rates and terms applicable to your plan. You are solely responsible for any fees or charges incurred from participating in the Services. Under no circumstances will TWC, its third party service providers, agents or affiliates be responsible or liable for any text messaging or wireless service charges incurred by you, any person responsible for charges related to the registered mobile or wireless device, or any person having access to the registered mobile phone or wireless device, or for any overcharge or billing error by or any billing dispute with any mobile or wireless device carrier.

E.How to Opt Out. You may opt out of the Services at any time by texting the keyword "STOP" to 78676. If you have registered for the Services at weather.com, you may also have the ability to opt out by signing into your Account and disabling the Services. Upon receipt of your opt-out message, you agree to TWC or its third party service provider sending to your mobile phone or wireless device an OPT OUT confirmation message that confirms your election to terminate participation in the Services and that may also contain contact information and/or instructions as to how you can opt back in to the Services. You agree that, upon opt-out, your participation in the Services is deemed terminated immediately.

F.Customer Care. For customer support, text "HELP" to 78676, go on the Internet to <https://feedback.weather.com>, or email spt@weather.com.

8. Disclaimer of Warranty; Limitation of Liability.

A.YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER TWC, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS (COLLECTIVELY, COVERED PARTIES) WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, OR FROM THE INFORMATION CONTAINED THEREIN, OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION, SERVICE OR MERCHANDISE PROVIDED THROUGH THE SERVICES. IN NO EVENT WILL COVERED PARTIES OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICES, BE LIABLE FOR ANY DAMAGES, CLAIMS, OR INJURY, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR PERSONAL OR BODILY INJURY, (I) ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES, OR (II) ARISING FROM OR IN CONNECTION WITH YOUR CREATING CONTENT, BY VIDEOTAPING, PHOTOGRAPHY OR OTHERWISE, FOR SUBMISSION TO THE SERVICES, AND YOU HEREBY ASSUME ALL RISK FOR ANY DAMAGES, CLAIMS OR INJURIES.

B.THE SERVICES ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. ADDITIONALLY, THERE ARE NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE SERVICES.

C.THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE SERVICES, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, TO THE FULLEST EXTENT PERMISSIBLE BY LAW. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS WHICH MAY NOT BE DISCLAIMED. YOU SPECIFICALLY ACKNOWLEDGE THAT TWC IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES OVER WHICH IT HAS NO CONTROL.

D.TO THE FULLEST EXTENT PERMISSIBLE BY LAW, IN NO EVENT SHALL TWC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES. THIS DOES NOT AFFECT ANY STATUTORY RIGHTS THAT MAY NOT BE DISCLAIMED.

E.SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF PARAGRAPH 8 MAY NOT APPLY TO YOU.

9. Indemnification.

You agree to defend, indemnify and hold harmless TWC and its suppliers, advertisers, licensors and affiliated companies and their respective directors, officers, employees, contractors and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and costs) arising out, relating to or in connection with (a) your use of the Services, (b) any content or materials that you submit or upload to or through the Services, (c) your unauthorized use of the Services or content or material obtained through the Services, (d) any violation of any law or regulation by you, and (e) your breach of this agreement. Some jurisdictions restrict the use of indemnification clauses. Accordingly, some or all of this paragraph may not apply to you.

10. Trademarks.

TWC, The Weather Company, and weather.com, and each of their logos are trademarks of TWC Product and Technology LLC All rights reserved. All other trademarks appearing on the Services are the property of TWC or their respective owners.

11. Third Party Content.

TWC is not a publisher of content supplied by third parties and users of the Services. Accordingly, TWC has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers and users, are those of the respective author(s) or distributor(s) and not of TWC. In many instances, the content available through the Services represents the opinions and judgments of the respective information provider or user. TWC neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on the Services by anyone other than authorized TWC employee spokespersons while acting in their official capacities.

12. Viruses.

TWC also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Services or your downloading of any materials, data, text, images, video, or audio from the Services.

13. Export Control.

Software and other materials from the Services may also be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No software from the Services may be downloaded or exported (1) into (or to a national or resident of) Cuba, North Korea, Iran, Syria, Sudan or any other country to which the United States has embargoed goods; or (2) anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. TWC does not authorize the downloading or exportation

of any software or technical data from the Services to any jurisdiction prohibited by the United States Export Laws.

14. Business Associates.

The business associates of TWC identified on the Services are independent contractors of TWC. The business associates are not joint venturers or partners of TWC. No employee or representative of the business associates is under the control of TWC.

15. Links.

The Services incorporate links to other Web sites. TWC does not in any way endorse, nor is it responsible for, the content on those other Web sites.

16. Copyrights and Copyright Agent. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement, please provide TWC's Copyright Agent the following information in writing, as required by the Digital Millennium Copyright Act, 17 U.S.C. 512 ("DMCA"):

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- c. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit TWC to locate the material;
- d. Information reasonably sufficient to permit TWC to contact you;
- e. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our agent for notice of claims of copyright infringement on the Services can be reached as follows:

Copyright Agent, Steven Purdy, IBM (other than IBM Cloud and IBM Cloud Video)
1 North Castle Drive
Armonk, NY 10504
U.S.A.
Phone: [+1 \(914\)765-4739](tel:+19147654739)
Email: steven.purdy@us.ibm.com

This contact information is only for reporting copyright infringement under United States law. Contact information for other jurisdictions or other matters is provided below or elsewhere on this site.

TWC has adopted and implemented a policy that provides for the termination in appropriate circumstances of account holders who repeatedly infringe the rights of copyright holders. To report other alleged violations of rights (including alleged copyright violations under the laws of countries other than the United States), or for all other enquiries, complaints and questions related to the Services, please use the contact information specified in paragraph 16 above.

17. Changed Terms TWC has the right at any time to change or modify the terms and conditions applicable to use of the Services, or any part thereof, or to impose new conditions, including, without limitation, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective (i) immediately upon notice thereof, which may be given by any means including, without limitation, posting on the Services, or by electronic or conventional mail, or by any other means or (ii) where required by law, 30 days after their publication through the Services. Any use of the Services by you, including without limitation, your continued submission of content to the Services, after such notice shall be deemed to constitute acceptance of such changes, modifications, additions or deletions. If any modification to these Terms of Use is unacceptable to you, you may immediately terminate your use of the Services.

18. Miscellaneous These terms of use constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of Georgia without regard to its conflicts of law principles. All disputes under this Agreement shall be resolved by the State or Superior Courts of Cobb County in the State of Georgia or in the United States District Court for the Northern District of Georgia, and each party consents to the exclusive jurisdiction of such courts and hereby waives any jurisdictional or venue defenses otherwise available to it. No waiver by TWC of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

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