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385 Science Park Road  
State College, PA 16803 USA  
Attn: Office of Legal Services, Copyright Agent

By phone  
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By fax  
(814) 235-8569

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**20. Children.** The Products are not directed to children under the age of 13. Please do not allow children under the age of 13 to provide any personally identifiable information or participate in social media related to our Products. If we are notified that a child under 13 has provided personal information, we will delete that information as soon as reasonably possible. If you become aware that a child under 13 has provided such information, please send us a detailed email at [customerservice@accuweather.com](mailto:customerservice@accuweather.com) so we can delete this information.

**21. Your Submissions to AccuWeather.** Subject to the Terms and Conditions set forth in this agreement, you may submit suggestions or questions, photos, pictures, images, sound, or videos, or other information (collectively, "Submissions") to AccuWeather through the AccuWeather website or a third party website, feature or service that is accessible through the AccuWeather website but hosted by a Provider, so long as the Submission is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of spam or otherwise violate the

Acceptable Use Policy set forth in Section 9 in any way. You may be required to register, and/or to provide information about yourself to AccuWeather or a Provider in order to provide a Submission. Use of any information you provide will be in accordance with AccuWeather's Privacy Statement. You must ensure that the information you provide as part of the registration or uploading process is complete and accurate at all times. You may not use a false email address, impersonate any other individual or entity, or otherwise mislead us as to the origin of a Submission. In the event that you need to make any updates or changes to the information you provide when you register or upload a Submission, please contact us at [customerservice@accuweather.com](mailto:customerservice@accuweather.com).

The website page(s) that you interact with when you make your Submission to AccuWeather may be hosted by a third party Provider who specializes in providing such functionality, even though such page(s) may appear to be part of an AccuWeather website. AccuWeather may use such third party Provider's platform to host and manage your Submission(s).

If you do make a Submission, and unless we indicate otherwise, you grant AccuWeather and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, transferrable and fully sub-licensable right to use, reproduce, host, cache, store, modify, edit, adapt, publish, translate, create derivative works from, distribute, and publicly display the Submission throughout the world in any media (e.g., websites, applications, television, etc.) for any purpose. You also grant us the right (but we shall have no obligation) to use the name, email address and/or user ID (if applicable) under which you posted the Submission, if we choose. You agree to confirm the above licenses in writing upon our request. You acknowledge and agree that you will not be compensated in any way for your Submission(s).

You represent and warrant that you own or otherwise control all of the rights to the Submissions that you post; that you have all necessary rights, licenses and authority to submit your Submissions and to grant AccuWeather and its affiliates the rights and license specified herein; that such Submissions do not infringe, misappropriate or violate the rights of any third party including, but not limited to, copyright, trademark, or other intellectual property rights, rights of publicity or privacy or defamation, moral rights, or



portrayal in a false light; that the Submissions are not the subject of any threatened or pending litigation, claim or dispute; that the Submissions are complete and accurate; that the use of the Submissions you supply by AccuWeather and its affiliates and sub-licensees does not violate these Terms and Conditions and will not cause injury to any individual or entity; that you have the written consent, release and/or permission of each and every identifiable individual person in your Submission to use such person's name or likeness and to grant AccuWeather and its affiliates the rights stated herein; that you have obtained signed location agreements when photographing or filming on private property not owned or controlled by you; and that you will defend, indemnify and hold AccuWeather and its affiliates harmless from all claims, demands, actions, and any liabilities, damages or expenses resulting therefrom, arising out of or relating to any breach of any of the foregoing representations or warranties or otherwise resulting from Submissions you supply. AccuWeather takes no responsibility and assumes no liability for any Submission. Without limiting the generality of the foregoing sentence, you agree that AccuWeather shall not be responsible or liable for any injuries or damages you may sustain in connection with the creation or production of your Submission(s) (for instance, if you suffer injuries while filming a video for submission to AccuWeather). Please make sure to take all necessary precautions.

All Submissions must be your sole, original work. No copyrighted music, trademarks, brands, or other intellectual property not owned by you may be used in your Submission. We will, in appropriate circumstances, terminate your account, and remove or disable your Submissions in the event of a dispute regarding intellectual property rights. AccuWeather also reserves the right to reject or remove any Submission, in its sole discretion, for any reason.

**22. Modifications.** AccuWeather may modify this Agreement at any time, and the new terms and conditions will become effective by posting the new terms and conditions in the same location as the previous terms and conditions were posted. AccuWeather has the right at any time to modify or cancel any feature or functionality of the Site, including hours of availability, content, applications, and equipment requirements for use with the Products and/or services, and AccuWeather reserves the right to suspend or terminate

access to this Site and/or the Products and/or services provided without prior notice in the event you are in violation of these terms of use, or for scheduled or unscheduled support and maintenance on the Site.

**23. Terms of Service.** These Terms and Conditions are effective upon acceptance, and shall remain and continue until terminated. Neither this Agreement nor any rights or obligation hereunder may be assigned by you without the express written permission of AccuWeather, and any purported transfer of rights shall oblige the transferee to these Terms and Conditions, and your rights will be terminated. You may terminate these Terms and Conditions by destroying, removing or obliterating the Products and all copies thereof, and certifying as such to AccuWeather. AccuWeather may terminate your right to use the Site and its Products and services upon the breach by you of any provision contained in these Terms and Conditions, any applicable Provider Terms, Subscription Terms, the End User License Agreement, or the Privacy Statement governing this Site and downloaded Products. Upon such termination by AccuWeather, you agree to certify the destruction, removal or obliteration of the Products and all copies thereof to AccuWeather.

**24. Notice.** Posting of notice(s) on the Site by AccuWeather shall constitute notice to you. Written notice of termination and requests for credit (as applicable - see Subscription Terms) shall be provided in the following manner: email notification to [webhelp@accuwx.com](mailto:webhelp@accuwx.com) or facsimile notification at 814-238-1339, Attn: Webmaster. No credits or refunds are available for cancellation of monthly wireless services.

**25. Choice of Laws / Jurisdiction.** This Agreement is governed by the laws of the Commonwealth of Pennsylvania, with the exception of export control, *infra*, which is governed by US Federal law. Any dispute arising out of this Agreement or related thereto shall be subject to the jurisdiction of said Courts located within Pennsylvania, and it is further agreed that any and all matters of dispute shall be adjudicated, governed and controlled under and by Pennsylvania law.

**26. Subscription Terms.** You agree to pay to AccuWeather the fees stated or as specified from time to time for various fee-based Products and services available by or

through AccuWeather, and you are responsible for promptly paying for AccuWeather Products and services. Failure to pay these fees in a timely manner will result in an interruption of fee-based Site Products and services and the functional inability to access the fee-based sections of the Site. Charges will be calculated based upon the subscription package selected, and are applicable to the current version of the package selected. Upgrades related to Hardware changes or new releases may be subject to additional charges. "Lifetime" subscription packages relate only to the Products initially downloaded or accessed by you, and do not extend to upgrades to the Products or different Hardware. AccuWeather reserves the right to discontinue and/or cancel Lifetime Subscriptions for wireless Products, so long as AccuWeather provides you a free upgrade to a different Product for your wireless device. Failure of payment shall render due and payable all sums plus a late payment charge of one and one half percent per month. Fees may be prorated for portions of months. Use of the service beyond the free time or without proper authorization will result in charges to billing or credit card account. Fees and payment terms therefore are subject to change upon Notice by AccuWeather to you. Packages, once purchased, are nonrefundable, regardless of use or lack of use by you. Absolutely no credits or refunds are available for month-to-month or one-time fee-based services, including, without limitation, mobile/wireless service packages. Once a charge has been processed to your credit card or wireless account, you shall not request that your credit card or mobile carrier company reverse the charge or charge it back to AccuWeather. If you have a legitimate basis to request a credit for a charge previously processed against his or her credit card account, he or she shall request a credit from AccuWeather by written notice and resolve the issue directly with AccuWeather. Any reversed charges which cause the credit card company to impose a charge back, refund, or credit cost against AccuWeather shall be reimposed by AccuWeather upon you. Such costs may exceed the cost of the reversed item or charge back by many times.

**27. Renewal Terms.** Monthly subscription packages shall continue to renew monthly until proper termination notification is received from you. Upon expiration of subscription period for any 6 Month Special and One Year Supersaver packages, you will be renewed on monthly subscription terms unless proper termination notification is received from you.

28. **LANGUAGE.** TO THE EXTENT THIS AGREEMENT MAY BE TRANSLATED INTO A LANGUAGE OTHER THAN ENGLISH AND THERE IS A CONFLICT OF TERMS BETWEEN THE ENGLISH AND THE OTHER LANGUAGE, THE ENGLISH VERSION SHALL CONTROL. THESE TERMS AND CONDITIONS MAY CHANGE PERIODICALLY, SO PLEASE CHECK BACK OFTEN.

29. **ENTIRE AGREEMENT.** THESE TERMS OF USAGE, TOGETHER WITH ACCUWEATHER'S PRIVACY STATEMENT AND ANY END USER LICENSE AGREEMENT, SUBSCRIPTION TERMS, PROVIDER TERMS AND/OR ANY OTHER AGREEMENTS OR TERMS APPEARING OR REFERENCED ON THIS SITE AND/OR ENTERED INTO BETWEEN THE PARTIES IN WRITING REPRESENT THE ENTIRE SET OF TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SITE AND ANY PRODUCTS (WHERE APPLICABLE) ACCESSED THROUGH THIS SITE, AND IT SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. IF YOU ARE AN EMPLOYEE OF AN ORGANIZATION THAT HAS A SEPARATE WRITTEN AGREEMENT IN PLACE WITH ACCUWEATHER AND YOU ARE BEING PRESENTED WITH THESE TERMS OF USAGE IN CONNECTION WITH YOUR USE (ON BEHALF OF YOUR EMPLOYER) OF PRODUCTS THAT ARE LICENSED TO YOUR EMPLOYER UNDER SUCH WRITTEN AGREEMENT, THEN THE TERMS AND CONDITIONS GOVERNING YOUR USE OF SUCH PRODUCTS SHALL BE AS SPECIFIED IN THE WRITTEN AGREEMENT BETWEEN YOUR EMPLOYER AND ACCUWEATHER AND NOTHING HEREIN SHALL BE CONSTRUED TO MODIFY OR SUPERSEDE THE TERMS AND CONDITIONS SET FORTH IN SUCH WRITTEN AGREEMENT OR GRANT ANY RIGHTS OR LICENSES THAT ARE BROADER THAN THOSE SET FORTH IN YOUR EMPLOYER'S WRITTEN AGREEMENT WITH ACCUWEATHER. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS SET FORTH HEREIN AND THE TERMS AND CONDITIONS SET FORTH IN THE WRITTEN AGREEMENT BETWEEN YOUR EMPLOYER AND ACCUWEATHER, THE TERMS AND CONDITIONS SET FORTH IN THE WRITTEN AGREEMENT BETWEEN YOUR EMPLOYER AND ACCUWEATHER WILL TAKE PRECEDENCE AND PREVAIL. THESE TERMS AND CONDITIONS MAY ONLY BE MODIFIED IN WRITING BY ACCUWEATHER.

Version date: November 14, 2016

## **Cellular or Other Handheld Devices End User License Agreement**

READ CAREFULLY THIS END USER LICENSE AGREEMENT BEFORE accessing, receiving, downloading, syncing, using, or possessing OR continuing to access, receive, download, sync, use or possess Software, Documentation or Data. The Grant of License contains LIMITATIONS and RESTRICTIONS on your right to access and/or use the Software, Data, and associated Documentation by or on behalf of AccuWeather and its Third Party providers (each as defined below). You will not be entitled to any refund of pre-paid Subscription fees for early termination of this End User License Agreement ("EULA"). If you do not agree to these terms, please do not click "Accept" or "Continue" or access the software or register for Products or services with AccuWeather. IT IS RECOMMENDED THAT YOU DOWNLOAD AND KEEP A COPY OF THIS LICENSE FOR YOUR RECORDS. The Products and/or services you have accessed and/or requested include software, user interfaces, applications and associated media ("Software") for use with desktop computers, via the internet, and/or via wireless or other handheld or mobile devices ("Hardware"), printed, online and electronic materials associated therewith ("Documentation") and data, materials, and content ("Data") provided by or on behalf of AccuWeather, Inc. or its affiliates ("AccuWeather") or third party providers that either contribute to the creation or operation of the Software, Data and Documentation, or enable access or use of same by Licensee, including but not limited to software and/or technology developers, internet storefronts, Internet Service Providers, third party vendors and/or clients or customers of AccuWeather, and mobile/wireless communications carriers (collectively "Providers"). By accessing, receiving, downloading, syncing, using or possessing or continuing to access, receive, download, sync, use or possess the Software, Documentation, and/or any Data, you ("Licensee") acknowledge on behalf of yourself (if accepting these terms as an individual) and/or on behalf of the business or other entity you represent (if you are accepting these terms on behalf of a business or other entity) the validity of and agree to be and are hereby bound by and agree to comply with the terms and conditions of this EULA, the Privacy Statement referenced herein which can be found at <https://www.accuweather.com/en/privacy>, any applicable subscription terms and conditions relating to the Software, Data and Documentation ("Subscription Terms"), any applicable Provider terms and conditions ("Provider Terms") and any supplemental terms

and conditions or policies posted on <https://www.accuweather.com> governing use of Software, Hardware, Documentation and/or Data or otherwise agreed to in writing with AccuWeather. The EULA, Privacy Statement, any applicable Subscription Terms, any applicable Provider Terms and any applicable supplemental terms and conditions or policies are collectively referred to herein as the "Terms and Conditions". If Licensee does not agree to the terms and conditions of this EULA, the Privacy Statement, Subscription Terms, Provider Terms or any other applicable Terms and Conditions, Licensee should not access, receive, download, sync, use or possess the Software, Data and/or Documentation and must immediately destroy any and all copies of the Software, Data and/or Documentation accessed by Licensee. To the extent this EULA or any other applicable Terms and Conditions may be translated into a language other than English and there is a conflict of terms between English and other language, the English version shall control. If you are using the Software, Data and/or Documentation on behalf of a business or other entity, you represent that you are authorized to agree to the Terms and Conditions on behalf of such business or other entity, and references herein to "Licensee", "you" or "your" shall be construed to mean and refer to both you and the business or other entity on whose behalf you have accepted the Terms and Conditions.

PRIVACY. AccuWeather is committed to safeguarding your privacy online and has established a Privacy Statement to explain to users how their information is collected and used. This Privacy Statement is located at the following web address: <https://www.accuweather.com/en/privacy>. Your use of AccuWeather's website or any of AccuWeather's products, services, data, materials or content signifies your acknowledgement of, and agreement to, our Privacy Statement. AccuWeather may update its Privacy Statement from time to time by posting a new Privacy Statement in the English language on its website and you will be subject to the terms of any such update(s). Please check our Privacy Statement for updates on a regular basis.

PLEASE NOTE THAT THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL APPLY TO YOU WHETHER YOU ACCESS THE SITE DIRECTLY, WHETHER THE SITE IS MADE AVAILABLE TO YOU BY A THIRD PARTY OR WHETHER YOU ACCESS THE SITE BY ANY OTHER MEANS. SUCH TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS PUBLISHED BY A THIRD PARTY THAT YOU MAY HAVE ACCEPTED (OR IN THE FUTURE

BE REQUIRED TO ACCEPT) IN CONNECTION WITH YOUR ACCESS OR USE OF THE SITE OR ANY CONTENT OR MATERIAL CONTAINED ON THE SITE.

PLEASE ALSO NOTE THAT THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL GOVERN YOUR USE OF THE ACCUWEATHER "TEAM OR@NGE" WEBSITE AND ANY ACCUWEATHER OR THIRD PARTY APPLICATION WHICH MAY BE USED TO ACCESS YOUR TEAM OR@NGE ACCOUNT OR UTILIZE ANY FEATURES OR FUNCTIONALITY OF TEAM OR@NGE, REGARDLESS OF WHETHER THESE TERMS AND CONDITIONS ARE PRESENTED TO YOU AT THE TIME YOU DOWNLOAD OR ACCESS YOUR ACCOUNT THROUGH SUCH APPLICATION.

**1. GRANT OF LICENSE.** By clicking yes to accept these terms, acknowledging these terms upon initial access of the Software, Data or Documentation, or upon registering for Products and services associated with the Software, Data, Documentation or Hardware with AccuWeather or its Providers, AccuWeather grants to Licensee a personal, non-exclusive license to use one copy of the Software, Data and Documentation, only as authorized in this EULA, on one Hardware device at any given time, owned, leased, licensed or otherwise controlled by Licensee, and Licensee hereby acknowledges and agrees to the validity of this EULA, the Privacy Statement, Subscription Terms, Provider Terms and all other applicable Terms and Conditions, and agrees to be bound hereto and thereby. The Software, Data and Documentation will be in the form and format as determined by AccuWeather in its sole discretion from time to time, and such form and format may limit or restrict the use of the Software, Data or Documentation to certain types of Hardware devices at the exclusion of others, and may have additional licensing terms restricting their use thereto. The Software, Data and Documentation is "in use" on Hardware when it is loaded into temporary memory or installed into permanent memory of that Hardware. AccuWeather expressly reserves the right to terminate this license grant without notice to Licensee. The Software, Data and Documentation are available only to individuals age 18 and older. Licensee represents that he/she is at least 18 years of age and has the capacity to create a binding legal obligation with AccuWeather.

2. **LIMITATIONS.** Licensee may only install, store, and use the Software, Data and/or Documentation on one Hardware device for personal, non-commercial purposes only. You may not use the Software, Data or Documentation on any other platform, including, but not limited to servers, except as expressly provided herein. The sale and/or redistribution of the Software, Data and/or Documentation is expressly prohibited, unless agreed to in writing by AccuWeather. Use other than described above may subject the Licensee to termination of this license and denial of access to AccuWeather Products and services. Licensee may not remove any proprietary notices that appear in connection with the Software, Data or Documentation, and may not modify the Software, Data or Documentation in any way. Any copies made of the Software, Data and/or Documentation must be restricted to back-up, archival purposes, provided such copy contains all of the original proprietary notices provided with or otherwise relating to such Software, Data and Documentation.

3. **RESTRICTIONS.** The Software, Data and/or Documentation is licensed to the Licensee, not sold, and only to Licensee and not any third party. Licensee may not use, or permit other individuals or entities to use, the Software, Data and Documentation except under the terms expressly listed herein. Licensee may receive the Software, Data and/or Documentation in more than one medium. Regardless of the type or size of medium You receive, the Software may be in use on only one medium that is appropriate for Your single Hardware device at any given time. This EULA and the Software, Data and/or Documentation may not be shared with other users or used concurrently on different Hardware devices. Without limiting the foregoing, but by way of explanation, some Software is compatible with mobile devices that have limited memory for large file or application storage purposes. With respect to Software intended for use with a mobile or handheld Hardware device with limited memory for storage (i.e. Blackberry®, cell phone, Palm®, etc.), You may install and/or access the Software, Data and/or Documentation on one Hardware device (i.e. mobile handheld device), and backup the Software, Data and/or Documentation on a second Hardware device (i.e. desktop computer), so long as the Software, Data and Documentation is in use on only one Hardware device at any given time by You and You alone, and the second Hardware device is for storage or back-up purposes only. Licensee shall not personally, nor permit any other individual or entity to:



(a) use the Software, Data and Documentation for service bureau, time-sharing, enterprise, concurrent use or other similar purposes; (b) use the Software, Data and Documentation following expiration or termination of any applicable subscription period; (c) modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the Software and Data to human-readable form nor create derivative works based upon the Software, Data or Documentation or any part thereof; (d) copy the Software, Data and Documentation (except as permitted herein); (e) rent, lease, sell, offer to sell, distribute, or otherwise transfer rights to or copies of the Software, Data and Documentation; (f) make, distribute, transfer or push copies of the Software, Data or Documentation from one Hardware Device or medium to another over a network without a specific license from AccuWeather; (g) export or re-export, directly or indirectly, the Software, Data and/or Documentation into any country prohibited by the United States Export Administration Regulations; and (h) remove any proprietary notices or labels on or relating to the Software, Data and Documentation. Licensee acknowledges that AccuWeather has the right to remove listings, restrict access, terminate and otherwise modify the Products and services provided by AccuWeather for any reason, including but not limited to a breach of this EULA or any other applicable Terms and Conditions. Licensee may not transfer this EULA without AccuWeather's prior consent. If such consent is granted by AccuWeather, Licensee must transfer all Software, Data and Documentation to such end user, and may not retain any copies. The recipient of such transfer must agree to all terms and conditions of this EULA and all other applicable Terms and Conditions. Any purported sublicense, assignment, transfer or encumbrance shall be void.

**4. ACCEPTABLE USE POLICY.** You agree not to use the Software, Data, Documentation or any product or service of AccuWeather to:

- upload, post or otherwise transmit any data or content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy or without another's permission, hateful, or racially, ethnically or otherwise objectionable to any person for any reason, natural or corporate;

- harm minors in any way; impersonate any person or entity, including, but not limited to, an AccuWeather official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- upload, post or otherwise transmit any falsified, composite, or otherwise non-authentic depictions of events, locations, landmarks, entities or persons (spoofs);
- upload, post or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- upload, post or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary or intellectual property rights of any party;
- upload, post or otherwise transmit any content that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or any other form of solicitation, including, without limitation, the solicitation of users to become subscribers of other on-line information services competitive with AccuWeather;
- upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfere with or disrupt AccuWeather or servers or networks connected to AccuWeather, or disobey any requirements, procedures, policies or regulations of networks connected to AccuWeather;
- "stalk" or otherwise harass another; collect or store Personally Identifiable Information about other users;
- promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals, including, but not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites;
- use your access or AccuWeather-hosted site (or directory) as storage for remote loading or as a door or signpost to another home page, whether inside or beyond the AccuWeather site, without express written permission from AccuWeather;

- use the Software, Data, Documentation or other products or services of AccuWeather to engage in commercial activities without enrolling in AccuWeather-approved programs, including but not limited to, offering for sale any products or services, soliciting for advertisers or sponsors, conducting raffles or contests that require any type of entry fee, displaying a sponsorship banner of any kind, displaying banners for services that provide cash or cash-equivalent prizes to users in exchange for hyperlinks to their Web sites, use the Software, Data, Documentation or other products or services of AccuWeather to provide access to the Software, Data, Documentation or other products or services of AccuWeather for other persons through use of your User Name and Password;
- tamper in any way with the Products or functionality of the Site, such as placing on the site material which contains any viruses, time bombs, trojan horses, worms, Easter eggs, cancelbots or other computer programming routines that may damage, interfere with, intercept or expropriate any system, data or information, or utilize bots, agents, auction crawlers and other computer-based crawling programs on the Site.

ACCUWEATHER EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY MATERIALS UPLOADED OR PLACED ON THE SITE BY SUBSCRIBERS OR OTHER USERS OF THE SITE.

## 5. **SUBMISSIONS.**

- Subject to the Terms and Conditions set forth herein, you may be able to submit suggestions or questions, photos, pictures, images, sound, or videos, or other information (collectively, "Submissions") to AccuWeather through an AccuWeather product or service (or a third party website, feature or service that is accessible through such AccuWeather product or service), so long as the Submission is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of spam or otherwise violate the Acceptable Use Policy set forth in Section 4 in any way. You may be required to register and/or to provide information about yourself to AccuWeather or a Provider in order to provide a Submission. Use of any information you provide will be in accordance with AccuWeather's Privacy Statement. You must ensure that the information you provide as part of the registration or upload process is complete and accurate at all times. You may not use a false email address, impersonate any other individual or entity, or otherwise mislead us as to the origin of a Submission. In the event that you need to make any updates or changes to the information you provide when you register or upload a Submission, please contact us at [customerservice@accuweather.com](mailto:customerservice@accuweather.com).
- The pages or screens that you interact with when you make your Submission to AccuWeather may be hosted by a third party Provider who specializes in providing such functionality, even though such

pages or screens may appear to be part of the AccuWeather product or service you are using. AccuWeather may use such third party Provider's platform to host and manage your Submission(s).

- If you do make a Submission, and unless we indicate otherwise, you grant AccuWeather and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, transferrable and fully sub-licensable right to use, reproduce, host, cache, store, modify, adapt, publish, translate, create derivative works from, distribute, and publicly display the Submission throughout the world in any media (e.g., websites, applications, television, etc.) for any purpose. You also grant us the right (but we shall have no obligation) to use the name, email address and/or user ID (if applicable) under which you posted the Submission, if we choose. You agree to confirm the above licenses in writing upon our request. You acknowledge and agree that you will not be compensated in any way for your Submission(s).
- You represent and warrant that you own or otherwise control all of the rights to the Submissions that you post; that you have all necessary rights, licenses and authority to submit your Submissions and to grant AccuWeather and its affiliates the rights and license specified herein; that such Submissions do not infringe, misappropriate or violate the rights of any third party including, but not limited to, copyright, trademark, or other intellectual property rights, rights of publicity or privacy or defamation, moral rights, or portrayal in a false light; that the Submissions are not the subject of any threatened or pending litigation, claim or dispute; that the Submissions are complete and accurate; that the use of the Submissions you supply by AccuWeather and its affiliates and sub-licensees does not violate these Terms and Conditions and will not cause injury to any individual or entity; that you have the written consent, release and/or permission of each and every identifiable individual person in your Submission to use such person's name or likeness and to grant AccuWeather and its affiliates the rights stated herein; that you have obtained signed location agreements when photographing or filming on private property not owned or controlled by you; and that you will defend, indemnify and hold AccuWeather and its affiliates harmless from all claims, demands, actions, and any liabilities, damages or expenses resulting therefrom, arising out of or relating to any breach of any of the foregoing representations or warranties or otherwise resulting from Submissions you supply. AccuWeather takes no responsibility and assumes no liability for any Submission. Without limiting the generality of the foregoing sentence, you agree that AccuWeather shall not be responsible or liable for any injuries or damages you may sustain in connection with the creation or production of your Submission(s) (for instance, if you suffer injuries while filming a video for submission to AccuWeather). Please make sure to take all necessary precautions.
- All Submissions must be your sole, original work. No copyrighted music, trademarks, brands, or other intellectual property not owned by you may be used in your Submission. We will, in appropriate circumstances, terminate your account, and remove or disable your Submissions in the event of a dispute regarding intellectual property rights. AccuWeather also reserves the right to reject or remove any Submission, in its sole discretion, for any reason.

**6. CROWDSOURCED DATA.** The AccuWeather application you are using may allow you to post certain types of information through the application for other users to view and/or to view certain information posted by other users of the application (any such information posted by you or other users, "Crowdsourced Data"). For example, you may be permitted to post information about the weather conditions (e.g., current conditions) or weather hazards (e.g., flooding, damaging winds, etc.) present at your location, and to view information of this type posted by other users, and such information would be considered Crowdsourced Data.

- In order to submit Crowdsourced Data, you will need to enable Location-Based Services for the AccuWeather application on your device. If you post Crowdsourced Data, you will be sharing precise location data (such as GPS signals sent by a mobile device, latitude and longitude) or information that can be used to approximate a location (such as a cell ID), including the real-time geographic location of your computer or mobile device, with AccuWeather. By posting any Crowdsourced Data, you are consenting to AccuWeather's collection, storage and use of such location data (in combination with other data such as an AccuWeather assigned ID) for any purpose, including by way of example but without limitation delivering the functionality of the AccuWeather application to you and other users, making improvements to forecasts and other AccuWeather products and services and using for other business purposes.
- If you post Crowdsourced Data, you grant AccuWeather and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable, transferrable and fully sub-licensable right to use, reproduce, host, cache, store, modify, adapt, publish, translate, create derivative works from, distribute, and publicly display such Crowdsourced Data throughout the world in any media for any purpose. You acknowledge and agree that you will not be compensated in any way for any Crowdsourced Data you provide.
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AccuWeather, Inc.

385 Science Park Road

State College, PA 16803 USA

Attn: Office of Legal Services, Copyright Agent

By phone

(814) 235-8565

By fax

(814) 235-8569

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Version Date: November 14, 2016

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- Illegal drugs (marijuana, cocaine, etc.).
- Sexual (adult themes, sexual activities, pornography, etc.).
- Crime and criminal conduct in general (organized crime, notorious characters, etc.).
- Violence/Mayhem (physical harm or pain, torture, riots, etc.).
- Dehumanizing (degrading, abuse, humiliating, etc.).
- Death (funeral homes, mortuaries, etc.).
- Hate (racial, religious, ethnic, etc.).
- Gambling (casinos, lotteries, etc.).
- Politics (lobbyists, political campaigns, etc.).
- Illegal acts (violates, or promotes the violation of, any criminal law, etc.).
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Version Date: August 1, 2005

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