

CLIMALINKS
TERMS OF SERVICE
AND
END-USER LICENCE AGREEMENT (EULA)
V1.0.0

between:

ClimaLinks AG

and

Customer

Effective Date: **February 22, 2024**

1. Service Description

ClimaLinks' Weather Relations Management application (the "Service") is a cutting-edge, web-based platform designed to provide users with accurate, current, historical, and projected weather data, AI-derived indices, and human-generated hazard indices tailored for personal, commercial, or educational purposes. This service aims to empower users with the knowledge to make informed decisions based on comprehensive weather-related information.

Please note that specific conditions related to the use of the Service, including but not limited to the fees to be paid (upfront or regularly), the termination notice periods, and the starting date of the Service, will be detailed in a separate written agreement tailored to the individual needs of the user.

2. Acceptance of Terms

By accessing and using ClimaLinks' Weather Relations Management application (hereinafter referred to as "the Service"), you are signifying your agreement to these Terms of Use. The Service is owned and controlled by ClimaLinks AG, Vulkanstrasse 110a, 8048 Zurich, Switzerland (hereinafter referred to as "the Company"). If you disagree with any part of these terms, you must not use or access the Service.

3. Licence and Scope of Use

Subject to your compliance with these Terms, the Company grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to access and use the Service for personal, non-commercial, or commercial purposes. This licence is personal to you, and you may not resell our services to a third party without our prior written consent.

4. Prices

All prices/fees are exclusive of value added tax (VAT), other existing or new taxes and levies, if any. Invoices are payable within 30 days from the date of receipt, unless otherwise agreed.

5. User Conduct and Restrictions

While using the Service, you agree not to:

1. Engage in any activities that violate any applicable laws, regulations, rules, or guidelines from any governmental authority, anywhere in the world.
2. Use the Service for any unlawful, fraudulent, or malicious purposes.
3. Attempt to decompile, reverse engineer, disassemble, modify, or hack the Service, or to defeat or overcome any encryption technology implemented by us.
4. Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices incorporated in or accompanying the Service.
5. Use any robot, spider, site search/retrieval application, or other automated device, process, or means to access, retrieve, or index any portion of the Service.
6. Engage in activities that might compromise the security of the Service.

6. Intellectual Property

All rights, title, and interest in and to the Service, including, without limitation, all related software (including AI assistant and AI capabilities), content, and technology used to provide the Service, and all intellectual property rights therein, are, will remain and/or will become the exclusive property of the Company and/or its licensors.

7. Data Privacy

By using the Service, you consent to the collection, use, and disclosure of your personal information in accordance with the Company's Privacy Policy, accessible [here](#). This detailed policy outlines how we handle your data with utmost care and in compliance with global data protection laws.

8. Disclaimer of Warranties

The Service is provided on an "as is" and "as available" basis, without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, accuracy, reliability, minimum-availability, and non-infringement.

9. Accuracy of Information

The Company strives to provide accurate current, historical, and projected weather data, AI-derived indices, and human-generated hazard indices. However, due to the inherent unpredictability of weather, the intricacies of AI algorithms, and the subjective nature of human assessments, the Company cannot guarantee the accuracy, completeness, or timeliness of the data and recommendations provided. Users are advised to use their judgement and verify the information as necessary.

10. Limitation of Liability

To the fullest extent permitted by applicable law, in no event will the Company, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable for any indirect, incidental, special, punitive, cover or consequential damages, including, without limitation, damages for lost profits, loss of anticipated savings, loss of business opportunity, loss of goodwill, loss or corruption of data, special damage even if the Company was aware of the circumstances in which such special damage could arise, or any other intangible losses, even if the Company has been advised of the possibility of such damages. The total liability of the Company, whether in contract, tort (including negligence) or otherwise and whether in connection with this licence or any collateral contract, shall in no circumstances exceed a sum equal to the fees paid by you for the Service.

11. Exclusions and Limitations of Liability

The exclusions in the "Limitation of Liability" section shall apply to the fullest extent permissible at law, but the Company does not exclude liability for:

- Death or personal injury caused by the negligence of the Company, its officers, employees, contractors or agents;
- Fraud or fraudulent misrepresentation;

- Any other liability which may not be excluded by applicable law like such caused by wilful misconduct or gross negligence of the Company.

12. Updates/Versioning of the Service

The Company reserves the right to modify, update, or discontinue the Service and may offer new versions of the Service from time to time. Users will be notified of significant updates through email. It is your responsibility to ensure that your use of the Service is in line with the most current version.

13. Confidentiality

You agree to maintain the confidentiality of any proprietary or non-public information received during your use of the Service, including by using at least the same degree of care as you use to maintain the confidentiality of your own similar information, but in no event less than reasonable care. You acknowledge that the unauthorised disclosure of such proprietary information could cause irreparable harm to the Company.

14. Delivery of Service

All dates supplied by the Company for the delivery of the Service or the provision of services shall be treated as approximate only. The Company shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.

15. Termination

The Company may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including but not limited to a breach of these Terms. Upon termination of your access, your right to use the Service will immediately cease. The Company may also discontinue providing the Service or any part thereof, at any time and for any reason.

16. Governing Law and Jurisdiction

These Terms shall in all respects be governed by and construed in accordance with Swiss law to the exclusion of the UN Convention on the International Sale of Goods (CISG).

Any dispute, controversy or claim arising out of, or in relation to, these Terms, including the validity, invalidity, breach, or termination thereof, shall be resolved by the ordinary courts of Zurich, the venue being Zurich 1, Switzerland.

17. Changes to These Terms

The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms on the Company's website. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. Your continued use of the Service following the posting of changes will mean that you accept and agree to the changes.

18. Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents, and affiliates, from and against any losses, liabilities, claims, demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable legal fees and costs, whether brought by third parties or otherwise, due to or arising out of your use of the Service, violation of these Terms, violation of any rights of a third party, or violation of any applicable laws, rules or regulations.

19. Service Dependencies

The Service may rely on third-party services or data to provide its functionality. The performance of the Service is therefore subject to the availability and performance of these third-party services. The Company is not responsible for any loss or damage arising from the unavailability or subpar performance of these third-party services.

20. Attribution and Utilisation of ECMWF and NOAA Data

In accessing the data provided via the Service, the user acknowledges and recognizes the invaluable contributions and sources of such data. This service permits access to datasets, which are derived from and/or incorporate information from the following entities:

- a. **ECMWF (European Centre for Medium-Range Weather Forecasts):** An internationally recognized institution, ECMWF offers critical medium-range forecasts and analytical data on a global scale.
- b. **NWS (National Weather Service):** Operating as a specialised division of the NOAA (National Oceanic and Atmospheric Administration) within the ambit of the United States Department of Commerce, the NWS is entrusted with the paramount duty of disseminating pertinent weather, hydrological, and climatic data, alongside crucial forecasts and alert warnings.

21. AI Interaction Data

Inputs you provide directly to our AI assistant and any data generated through your use of the Service may be used to train and improve the AI's capabilities. Inputs you provide may therefore be used for the purpose of enhancing the functionality and user experience of our AI assistant, including training the AI to better understand and respond to user queries.

22. No Waiver

The Company's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

23. Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, war, terrorism, strikes, labour disputes, governmental actions, epidemics, pandemics, or any other event beyond the reasonable control of the Company ("Force Majeure Event").

During the occurrence of a Force Majeure Event, the Company's obligations affected by such event shall be suspended, and the Company shall be entitled to a reasonable extension of time for the performance of its obligations. The Company will make reasonable efforts to mitigate the effects of the Force Majeure Event and resume normal operations as soon as reasonably practicable.

If a Force Majeure Event continues for a period of more than 60 days, either party may terminate this Agreement by providing written notice to the other party. Such termination shall not relieve either party from any liability or obligation that has already accrued as of the date of termination.

For general inquiries, please contact us at contact@climalinks.com. For support-related questions, reach out to support@climalinks.com. These Terms constitute the entire agreement between you and the Company relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between you and the Company with respect to such subject matter.