



Read the Terms and Conditions below, and tap on the **Accept Terms** button to confirm your acceptance and proceed to payment options.

This Subscription Agreement is made between WeatherCall Services, LLC d.b.a. WeatherCall ToGo, (the Company), and you, the individual subscriber (you) and governs the terms and conditions of your subscription to the services offered by the Company. If you agree to be bounded by the terms of this Agreement, you should click the **Accept Terms** button to register. The Company will provide services to you as set forth in this Subscription Agreement.

You acknowledge and agree that you wish to enter into this Subscription Agreement for the purposes of participating in the Company's emergency notification services wherein the Company will attempt to contact the "smart phone" (iPhone or Android device) telephone number via the registered cell phone carrier provided to the Company to notify of weather threats selected by the Subscriber. The registered phone reports it's location to the Company's computer systems once per minute. The application must be visible in the smart phone's Internet browser window for the service to be active to deliver notifications for:

- Published National Weather Service warnings selected by the Subscriber when registering. When the Subscriber's location comes within 1 mile of a published NWS warning, the phone will receive a notification by the method selected by the Subscriber (Phone call and/or SMS text message).
- Lightning notification provided by the Company's agreement with the United State's Precision Lightning Network www.uspln.com when the registered phone's reported location is determined to be within 6 miles of a lightning strike detected by USPLN. When the lightning-producing storm cell has exited the Subscriber's zone, the system will deliver an "all clear" notification based on the Subscriber's selection at time at registration (15 or 30 minute wait period).

You acknowledge and agree that it is your responsibility to keep your registration accurate and current which includes the smart phone number and the carrier including updating the Company's records if you "port" your cellular number to a different carrier. You acknowledge and agree that failure to notify the Company of a change of phone number and/or cellular provider may result in the service not being enabled, and alerts not being delivered. The subscriber agrees to receive quarterly email information regarding the product the subscriber has purchased and other WeatherCall product offerings, being given the opportunity to opt-out of future emails at any time.

The provisions contained in this Subscription Agreement may be amended or supplemented from time to time and published on the Company's website.

You acknowledge and agree that you may cancel or terminate your Subscription Agreement at any time.

You acknowledge that you have completed the Subscription Form in its entirety, and that all information you have provided to the Company is truthful and accurate.

YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION PROVIDED THE COMPANY MAY INCLUDE TECHNICAL INACCURACIES OR BE BASED UPON TYPOGRAPHICAL ERRORS AND ACCEPT THAT THE SERVICES PROVIDED BY COMPANY ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. THE COMPANY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE SERVICES PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT IT'S COMPUTER SYSTEMS, INCLUDING THE SERVERS THAT MAKE THE SERVICES AVAILABLE TO YOU, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU FURTHER AGREE THAT YOU HAVE READ THE HOLD HARMLESS AGREEMENT ON THE SUBSCRIBER SIGN UP PAGE, AND AGREE TO ITS TERMS.

WeatherCall ToGo HOLD HARMLESS AGREEMENT:

WeatherCall Services, d.b.a. WeatherCall ToGo and any affiliated local media or commercial outlet (Providers), shall not be responsible for any acts or omissions of the Subscribers or its administrative officers, their employees, agents, contractors, officers or directors, resulting in failure of Providers to perform under this Agreement or by reason of strikes, Acts of God, breakdown of telecommunication service, power shortages or blackouts, or other causes beyond the reasonable control of the Providers. The Subscribers and Providers agree that the employees, directors, officers, agents, and subcontractors of Providers are not liable or responsible to the Subscribers or any third party for any errors or omissions in the information, or for any damages in a civil action for injuries, death of person or property damage incurred by any person or entity as a result of any act or omission of Providers or of any of their employees, directors, officers, agents, or subcontractors. As required by this Agreement, Providers will send notifications issued by the National Weather Service via telephone call and SMS text messaging, but Providers cannot confirm or guarantee delivery and security of such communication. I acknowledge that it is the responsibility of the subscriber to assure the accuracy of information concerning the accuracy of the cellular telephone number and network provider for that specific registration. I also acknowledge that it is the

responsibility of the subscriber to update of any change in this information, and to keep the information current by updating the subscriber's record on the Company's website.