

## PrecipAlert Terms of Use

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2. Your responsibility. You assume all responsibility for your use of, or access to, this App, including your access to any PrecipAlert reports obtained from the App, and waive all claims or claims or causes of action against PrecipAlert, its officers, directors, employees, agents and affiliates in connection therewith.

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4. Additional Products and Service Disclaimer. PrecipAlert makes available certain descriptions of its products and services on the App. PrecipAlert does not represent or warrant that any particular product or service will conform to those descriptions. Each product or service is governed specifically and exclusively by the instrument entered into by the parties for that product or service and not by any information posted on the App. This paragraph 4 is in addition to and not instead of the disclaimers set forth in paragraph 3 above.

5. Indemnity. You agree to indemnify, defend and hold harmless PrecipAlert, its officers, directors, employees, agents and all affiliates from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, arising out of or relating to

any violation of these Terms or any activity related to use of the App (including but not limited to infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing the App on your behalf.

6. **Restricted Access to Portions of the App.** You agree to take reasonable measures to ensure that no unauthorized person or entity shall have access to restricted areas of the App using your name or password. You agree that, if you are provided rights to access or use restricted areas of the App, those rights are non-transferable. You may not assign, sublicense, transfer, pledge, lease, rent or share the username and password to anyone other than the employee or agent authorized to act on your behalf, and subject to all of the provisions set forth in these Terms. You assume all responsibility for loss or misuse of your password and are responsible for any activities undertaken by a person in possession of your username or password for any reason other than solely due to the negligence of PrecipAlert.

7. **Governing Law and Forum.** These Terms and the interpretation, performance and enforcement of your and PrecipAlert rights and duties, shall be constructed in accordance with the laws of the United States, except for the conflict or choice-of-law principles thereof. By using the App, you agree to submit any and all disputes arising out of or relating to these Terms to the exclusive jurisdiction of the state or federal court located in Douglas County, Nebraska, or, at PrecipAlert sole election, to binding arbitration before a single arbitrator pursuant to the United States Commercial Dispute Resolution Procedures, with such arbitration to take place in the United States court of Law.

8. **Privacy.** We may use the information you provide for internal business purposes, including to send you subsequent communications. We will not sell or transfer your business information to a third party without your permission.

#### What Information We Collect and What We Do with It

We do not collect Personal Information from visitors to our Mobile Application unless you voluntarily decide to transmit it to us through one of the provided forms or e-mail addresses. Application users are invited to make inquiries about our company and the service we provide. We may use all the information you provide us in those communications to respond to your inquiry and to provide you with information relating to our company or products that we believe you may find of interest.

9. **GDPR.** If your use of any PrecipAlert products and services fall within or are subject to the EU General Data Protection Regulations, you, as the data controller, are responsible for all personally identifiable data stored within the PrecipAlert product or service. For more information see the PrecipAlert Privacy Policy 2018.

**We reserve the right to change these Terms of Use as well as the PrecipAlert Privacy Policy from time to time. Your use of our Website and Mobile Application and submission of Personal Information through these applications constitutes**

**acceptance and understanding of this Statement as in effect at the time of your submission.**