

Terms & Conditions

These Terms and Conditions govern the use of WeatherValet, a premier weather communication service operated by America's Weather Streaming Channel (AWSC). For the purposes of these Terms, "WeatherValet" also refers to any and all names, brands, or platforms used to communicate weather information, including but not limited to America's Weather Streaming Channel. WeatherValet delivers timely, accurate, and professional weather information through multiple communication platforms, including our mobile app, website, social media channels, SMS alerts, email notifications, and radio broadcasts. By leveraging cutting-edge meteorological data and expert analysis, WeatherValet ensures users receive essential weather updates tailored to their specific needs. By accessing or using WeatherValet's services, you agree to comply with these Terms and Conditions, along with our Privacy Policy and any other applicable agreements governing our services.

1. Acceptance of Terms

Welcome to WeatherValet, a service provided by America's Weather Streaming Channel ("AWSC"). By accessing or using WeatherValet, including its mobile applications, website, social media platforms, SMS, email, radio broadcasts, and other communication channels ("Services"), you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions, as well as our Privacy Policy. If you do not agree to these terms, you may not use the Services.

2. Services Offered

WeatherValet provides weather-related information, forecasts, and related services ("Content") to its users. While we strive for accuracy, we make no guarantees regarding the reliability, completeness, or timeliness of the Content. Weather conditions can change rapidly and unpredictably, and decisions based on our information are made at the user's own risk.

WeatherValet is intended for informational purposes only and should not be used as a primary source for emergency notifications. In the event of severe weather or other

emergencies, users must rely on official government sources, such as the National Weather Service, local emergency management agencies, and other authorized entities.

3. Data Sources and Accuracy

WeatherValet utilizes various data sources, including publicly available and proprietary meteorological data. While we strive for accuracy, the nature of weather forecasting means that data and forecasts may contain inaccuracies or be subject to change. Users should cross-reference multiple sources and exercise discretion when making decisions based on weather information.

4. User Registration

Some features of WeatherValet may require user registration. You agree to provide accurate and complete information during the registration process and to keep your account credentials secure. You are responsible for all activities that occur under your account. WeatherValet reserves the right to suspend or terminate accounts suspected of fraudulent or abusive activity.

5. Use of the Services

- **Permitted Use:** The Services and their content are intended for personal, non-commercial use. You may not use the Services for any unlawful or unauthorized purpose and must comply with all applicable laws and regulations.
- **Prohibited Activities:** You shall not engage in any of the following activities:
 - Copying, modifying, distributing, or creating derivative works of the Services or Content without prior written consent.
 - Reverse engineering, decompiling, or disassembling the Services or attempting to access the source code.
 - Uploading or transmitting harmful or malicious software, including viruses.
 - Impersonating any person or entity or falsely representing your affiliation with any person or entity.
 - Violating any applicable laws, regulations, or third-party rights.

- **Termination of Access:** WeatherValet reserves the right to suspend or terminate your access to the Services for any reason, without notice or liability.
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6. Intellectual Property

The Services and all associated content, including but not limited to text, graphics, logos, images, software, and trademarks, are the property of WeatherValet, AWSC, or its licensors and are protected by intellectual property laws. You may not use, reproduce, or distribute any portion of the Services or Content without express written permission.

7. Disclaimer of Warranties

The Services and Content are provided “as is” without any warranties, express or implied. WeatherValet disclaims all warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. The Services may not be continuously available, and their operation may be subject to interruptions beyond our control. WeatherValet does not guarantee that the Services will be error-free or uninterrupted. Weather forecasts and information provided by WeatherValet should not be relied upon for making critical decisions. Users should always exercise their judgment and consult official sources for essential information.

8. Limitation of Liability

WeatherValet, AWSC, and their licensors shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, whether in contract, tort, or otherwise, arising from the use or inability to use the Services or Content.

User understands and agrees that any actions taken based on information provided by WeatherValet, including but not limited to travel decisions, outdoor activity planning, and emergency preparedness, are taken at the user's sole risk. WeatherValet and AWSC shall not be held liable for any consequences resulting from such actions.

9. Indemnification

You agree to indemnify and hold harmless WeatherValet, AWSC, its affiliates, employees, agents, and licensors from any claims, damages, liabilities, or expenses arising from your use of the Services or any violation of these Terms & Conditions.

10. Modification of Terms

WeatherValet reserves the right to modify these Terms & Conditions at any time. Users will be notified of significant changes. Continued use of the Services after modifications constitutes acceptance of the revised terms.

11. Governing Law and Dispute Resolution

These Terms & Conditions shall be governed by and interpreted in accordance with the laws of the state of Indiana, United States. Any dispute arising under or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of Indiana and/or the US federal government.

12. Third-Party Links and Content

WeatherValet may provide links to third-party websites or resources. We are not responsible for the content, accuracy, or availability of these external resources. Users access these links at their own risk.

13. Mobile App Specifics

Use of the WeatherValet mobile application may require access to your device's location services. Location data is used to provide localized weather information and is handled in accordance with our Privacy Policy. WeatherValet is not responsible for the user's mobile device, or internet connections.

14. SMS and Email Alerts

By subscribing to our SMS or email alert services, you consent to receive weather-related notifications. Message and data rates may apply. You can opt out of these alerts at any time by following the instructions provided in the messages. We do not guarantee the delivery of all alerts.

15. Force Majeure

WeatherValet shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, fuel, energy, materials, or supplies.

16. Account Termination and Data Retention

Upon termination of your account, we may retain certain information for archival or legal purposes, as outlined in our Privacy Policy.

By using WeatherValet, you acknowledge that you have read, understood, and agreed to these Terms & Conditions.