

# Terms of Use - Severe Weather Warnings

## 1. Applicability

1.1 These Terms of Use apply to the use of the information and services provided by UBIMET GmbH (hereinafter: “**UBIMET**”), free of charge, on its website [www.burzoweinfo.pl](http://www.burzoweinfo.pl) (hereinafter: the “**Information Service**”) and also to the information provided according to section 2.3 below. By using the Information Service, the user accepts the UBIMET Terms of Use in effect at the time of use, which apply upon publication at [www.burzoweinfo.pl](http://www.burzoweinfo.pl)

1.2 If the user purchases fee-based information and/or services, the current version of the Standard Terms of Business for the fee-based Information Services, published by UBIMET, also applies.

1.3 These Terms of Use and/or Standard Terms of Business of UBIMET may only be modified or supplemented by a written agreement with the user.

## 2. Description of the Information Service

2.1 UBIMET provides meteorological information (hereinafter: “**Information**”) on an ongoing basis. The Information contains data on the current (domestic and foreign) weather and expected changes in the weather, particularly information about rain, snow, storms, wind and freezing rain if the published threshold values in the region of Austria selected by the user are exceeded (hereinafter: “**Severe Weather warnings**”).

2.2 The Information Service provides general information in an area of the website that is freely accessible and specific information (particularly detailed severe weather warnings) in an area protected by an access code and password.

2.3 The Information Service is currently provided by UBIMET free of charge. However, certain detailed information is only provided upon registration with UBIMET. UBIMET reserves the right to restrict, discontinue or modify some or all of the Information and services provided by its Information Service at any time or to make such information dependent upon the payment of a fee. Fee-based content is designated as such. UBIMET is also entitled to block user access to the password-protected area of the website, in whole or in part – even without giving a reason. In particular, access may be barred if the user’s contractual relationship with a cooperation partner of UBIMET ends.

### **3. Right to use the Information Service and the Information provided**

3.1 UBIMET grants the user a non-exclusive right to use the Information Service, which is limited to the time period when the Information is actually provided and the intended use. The “intended use” is to obtain the Information for the user’s own private purposes and for occupational purposes as long as the use is not for commercial exploitation of the Information. The intended use does not include – and therefore expressly prohibits – the publishing of some or all Information, copying some or all of the Information, providing the Information for private or commercial use, using the Information to provide meteorological data for private or commercial purposes or to create or expand one’s own databases or to provide an information service, and for all purposes that is in conflict with the interests of UBIMET. In addition, any use of the Information Service that can damage, overload or otherwise impair the functionality of the Information Service and any use for illegal or immoral purposes is impermissible.

3.2 The user notes that the content of the Information Service, particularly the photographic, pictorial and textual materials (especially the postings) provided as part of the Information Service are copyright-protected, even if the content bears no copyright notice. Therefore, any type of use that goes beyond the right of use described in Section 3.1 is impermissible and punishable. In particular, any copying of the photographic, pictorial and textual materials for the user’s own use and exploitation is impermissible.

3.3 The user must maintain confidentiality with respect to the user ID and password provided by UBIMET to access the protected area of the Information Service. In particular, the user may not make the user ID and password available to third parties and/or enable third parties to gain knowledge of them – even by accident.

3.4 If UBIMET suspects that the Information Service and/or the Information provided by the Information Service is being used for other than its intended purpose, it shall be entitled to completely bar the particular user’s access to the Information Service. Moreover, if the Information Service and/or the Information provided by the Information Service is being used for other than its intended purpose, UBIMET shall be entitled to demand liquidated damages of EUR 10,000 for each violation, regardless of the loss actually incurred. UBIMET also reserves the right to seek damages in excess of the liquidated damages by judicial or extra-judicial means.

3.5 If UBIMET suspects that third parties have abused the right of use granted to the user, the user agrees to reasonably assist UBIMET in investigating and prosecuting the suspected case – in particular, by providing information and/or documents related to the use.

3.6 If there are copyright infringements, UBIMET reserves the right to seek judicial relief and to file any necessary complaints with the competent law enforcement authorities.

#### **4. Warranty and Liability**

4.1 UBIMET shall provide its services in accordance with the recognised rules of meteorological science and technology. However, due to the numerous factors that influence the weather, actual weather conditions cannot be reliably forecast in all cases. Likewise, it is not always possible to fully understand weather conditions in retrospect. Rather, the services of UBIMET are forecasts based on experience with certain probabilities. Divergences from actual weather conditions cannot be avoided. Therefore, UBIMET assumes no liability of any kind towards users and third parties affiliated with them in connection with any failure of the meteorological data to match the weather conditions actually occurring.

4.2 UBIMET expressly notes that the Information it provides is not an official warning. To the extent that the user is dependent on official severe weather warnings and/or must refer to them, the user may not be able to meet this obligation by using the services of UBIMET.

4.3 UBIMET also makes no warranty and/or assumes no liability for the Information Service being uninterrupted or the Information being updated. UBIMET disclaims all liability for any failures, interruptions, omissions, faulty data transfers or other problems and their consequences caused by technical difficulties. In particular, the user is aware that UBIMET must perform maintenance work for short periods of time, which can result in the temporary non-availability of information. Any liability on the part of UBIMET and any other legal claims of the user against UBIMET in this regard are excluded.

4.4 To the extent that UBIMET alludes to the informational offerings of third parties through links and other references, this does not mean that UBIMET has made the informational offering of any such third party part of its own informational offering. UBIMET does not check the informational offerings of third parties and assumes no liability of any kind for their content and/or availability.

4.5 UBIMET shall only be liable for damages as far as intent or gross negligence has been proven, limited to typical, foreseeable damage as a result of breach of contract. In addition, or beyond that, damages claims of the user against UBIMET are excluded, regardless of their legal nature, if and to the extent not contrary to the mandatory law.

4.6 UBIMET does not warrant that the services used by the user are free of third party rights, particularly copyrights, trademarks or other rights of use. A liability for any damages resulting thereof is excluded towards the user.

4.7 UBIMET assumes no liability for the freedom from viruses and other malicious programs, such as spyware, Trojans and the like. Before downloading any information, software and documentation, the user shall, for his own safety and to prevent viruses on the UBIMET website, provide appropriate security measures and virus scanners.

## **5. Provision of content by the user**

5.1 The user is able to upload photographic and other pictorial materials and texts (especially postings) to the Information Service. The photographic, pictorial and textual materials uploaded should have some relation to the current weather.

5.2 The user warrants that all the photographic, pictorial and textual materials he provides are permissible and do not violate law or good morals. In addition, the user warrants that he holds all rights to the photographic, pictorial and textual materials and that provision of the photographic and pictorial materials does not infringe any rights of third parties, particularly the copyrights of third parties. The user has to indemnify UBIMET and hold it harmless if any such legal claims are asserted against UBIMET by third parties.

5.3 UBIMET shall be entitled to remove the photographic, pictorial and textual materials provided by the user at any time without giving a reason.

5.4 By providing the photographic, pictorial and textual materials, the user grants UBIMET the sole – and therefore exclusive – right to use and exploit the photographic, pictorial and textual materials without geographic or temporal restrictions. This includes, in particular, the right to copy and disseminate these materials and otherwise make them available. The user shall not be entitled to any compensation for this.

## **6. Data protection and consent to use personal data**

**6.1 The personal data provided by the user when registering with UBIMET, particularly the contact data (i.e. the telephone number, fax number and e-mail address), are stored and used by UBIMET to provide information and conduct the Information Service. Subject to revocation, the user hereby expressly agrees to receive (fax, e-mail and SMS) messages at any time with information from the Information Service, even if these messages contain advertisements from UBIMET and/or third parties that may not be companies in related**

**industries, in addition to the Information from the Information Service. The user acknowledges and agrees that these data may also be transmitted to Austria for processing.**

**6.2 By registering, the user also expressly consents to the use of the personal data he provides, particularly the contact information, by UBIMET for UBIMET's advertising and marketing purposes and for the advertising and marketing purposes of UBIMET's advertising partners. The user grants UBIMET express consent to transmit his personal data to its existing and future advertising partners for their advertising and marketing purposes. In particular, by providing his telephone number, fax number and/or e-mail address, the user expressly agrees to receive telephone calls, fax messages, and/or electronic mail (e-mail, SMS messages etc.) from UBIMET and its advertising partners for advertising and marketing purposes. This consent shall be valid during the agreed-upon term of the contract and can be revoked at any time. Any revocation and any change in personal data shall be e-mailed to [office@ubimet.com](mailto:office@ubimet.com).**

6.3 When the user accesses the Information Service, this may result in the use of cookies. A cookie is a text file with number codes, which is sent to the user's web browser and stored on the user's computer hard drive. The user can prevent this from happening by adjusting his PC. The data obtained by UBIMET through this means contains no personal references. UBIMET uses this data for statistical and marketing purposes and to optimise its Information Service.

6.4 On our website UBIMET uses Google Analytics in order to constantly improve the site and/or identify errors. For this purpose certain data is stored such as the website visited, including its metadata, the internet pages referring to UBIMET, the time at which the website was called up and the browser used. The data will be passed on and stored on a Google server. Google may pass the stored data to third parties, as far as this is legally required or as far as such third parties process the information on Google's behalf. Google will not in any case connect your IP-address with other Google data. In order to exclude data aggregation and analysis by Google Analytics caused by your visit to this website, please configure your internet browser to erase all cookies from your computer's hard drive, block all cookies or to receive a warning before a cookie is stored. If you change your device or internet browser, you must set the exclusion again.

6.5 For the applications UBIMET uses the analysis-program "Adjust". This analysis-program uses anonymized IP-addresses of users for analysis reasons only. Hereby, a conclusion on a specific individual is not possible. More detailed information is available on: <https://www.adjust.com>.

6.6 We have contracted with Yahoo to monitor certain pages of our website for the purpose of reporting web traffic, statistics, advertisement 'click-throughs,' and/or

other activities on our website. No personally identifiable data is transferred to Yahoo by us. Where authorized by us, Yahoo may use cookies, web beacons, and/or other monitoring technologies to compile anonymous statistics about our website visitors. However, if you choose, you may opt out from Yahoo's collection of such information outside of the Yahoo distribution network, by clicking on the following link: [http://info.yahoo.com/privacy/us/yahoo/opt\\_out/targeting/details.html](http://info.yahoo.com/privacy/us/yahoo/opt_out/targeting/details.html).

6.7 With your permission, our website utilizes the Conversion Tracking Pixel service of Facebook Inc., 1601 S. California Ave., Palo Alto, CA 94304, USA ("Facebook"). This tool allows us to follow the actions of users after they are redirected to a provider's website by clicking on a Facebook advertisement. We are thus able to record the efficacy of Facebook advertisements for statistical and market research purposes. The collected data remain anonymous. This means that we cannot see the personal data of any individual user. However, the collected data are saved and processed by Facebook. We are informing you on this matter according to our information at this time. Facebook is able to connect the data with your Facebook account and use the data for their own advertising purposes, in accordance with Facebook's Data Use Policy found under: <https://www.facebook.com/about/privacy/>. Facebook Conversion Tracking also allows Facebook and its partners to show you advertisements on and outside Facebook. In addition, a cookie will be saved onto your computer for these purposes. Please click here if you would like to revoke your permission: [https://www.facebook.com/ads/website\\_custom\\_audiences/](https://www.facebook.com/ads/website_custom_audiences/).

6.8 This Information Service uses Mouseflow, a web analytics tool developed by Mouseflow ApS, 68 Flaesketoer, 1711 Copenhagen, Denmark. This tool uses randomly-selected - anonymized via the IP-address - visitors and records data. The data gives rise to a log of mouse movements and clicks. This allows individual site visits to be sampled and potential improvements to the Information Service derived from them. The information is not personal and will not be disclosed. If you do not want a record, you can disable it on all websites that use Mouseflow, via the following link: [www.mouseflow.com/opt-out/](http://www.mouseflow.com/opt-out/).

6.9 UBIMET reserves the right to use further analysis-programs of other providers. In this regard, UBIMET will ensure that all data will be used only anonymized and a conclusion on a specific individual will be excluded. The analysis-programs can be deactivated at any time within the application in the settings.

## **7. Applicable Law and Jurisdiction**

7.1 If individual provisions of these Terms of Use are or become invalid, this shall not affect the validity of the remaining provisions.

7.2 UBIMET reserves the right to change these Terms of Use at any time. The Terms of Use are published in their current form. If the Information Service is used on a recurring basis, it is recommended that the Terms of Use be accessed again.

7.3 Violations of these Terms of Use will be prosecuted until legal remedies are exhausted.

7.4 Austrian law shall apply, excluding the UN-Convention on Contracts for the International Sale of Goods and any conflict-of-law rules under international private law.

7.5 Jurisdiction shall lie with the court in central Vienna (*Wien Innere Stadt*) having subject matter jurisdiction.

UBIMET GmbH

17 November 2017