

WeatherCall™ SUBSCRIPTION AGREEMENT

This Subscription Agreement is made between Media Weather Innovations, LLC d.b.a. "WeatherCall™", (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 IAGREE button to register, and upon where applicable, your payment of the Subscription Price (defined in paragraph 4 below), 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 you at the (up to) 3 telephone numbers and email addresses per street address you have provided to the Company to notify you of published National Weather Service tornado warnings. Severe thunderstorm and flash flood warnings are optional warnings you may select to receive. Severe thunderstorm warnings are delivered by both telephone call and email. Flash flood warnings are delivered via email only or by SMS text messaging to a cell phone. The user must contact their cell phone carrier for instructions on how to set this up. (Company's Services).

You acknowledge and agree that it is your responsibility to enter an accurate street address for each registration, and to verify that the location is correct. You acknowledge and agree that failure to verify that the location for each registration is accurate and correct may result in the service not being enabled, and alerts not being delivered.

In some areas of the country, the Service is available through a local broadcast media outlet at no charge to Subscribers whose location falls within the Media Outlet's viewing area. If you are not located in one of these areas where the cost of the service has been underwritten by a third party, you agree to pay the Company the sum determined by the hosting Media Outlet, or as stated on the Company's website (The Subscription Price), for each one (1) year term during which you subscribe to the Company's Services, and that all payments of the Subscription Price shall be made by, in US funds, a valid credit card that you are duly authorized to use. If you do not have access to a credit card, a certified check or money order payable to WeatherCall can be mailed to: WeatherCall, P.O. Box 472, Parker, CO 80134.

You acknowledge and agree that the term of your subscription will start immediately upon successful assignment of a latitude and longitude coordinate for the address you register and tender payment to the Company (The Subscription Date) and shall end on the one-year anniversary of the Subscription Date unless the term is renewed as provided in paragraph 5 of this Subscription Agreement. For the purposes of this agreement, a business day shall be defined as Monday, Tuesday, Wednesday, Thursday, or Friday, provided such day is not a religious or national holiday.

You agree that you are responsible for renewing your subscription, including any updates to your address, billing information or contact information prior to its annual initiation date for each subsequent one-year term and that payment for such new term will be billed to the credit card number you provide to the Company. The company will notify you by both telephone and email one (1) month in advance of your renewal date that to avoid interruption of service, you will need to renew your subscription and update any necessary information. This new one-year term will be governed by the provisions contained in this Subscription Agreement, as it 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; however, no portion of the Subscription Price will be prorated or refunded to you for any reason.

You acknowledge that you have completed the Subscription Form in its entirety, including any questions concerning through which television, radio or satellite broadcast station you learned of the Company's services and that all information you have provided to the Company is truthful and accurate.

YOU ACKNOWLEDGE AND AGREE THAT THE INFORMATION PROVIDED BY 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 SYSTEM, 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™ HOLD HARMLESS AGREEMENT

Media Weather Innovations, d.b.a. WeatherCall and the local media 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 email, 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 location of the home or business and telephone numbers and emails associated with that specific site. 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.