

Subscription Agreement

This is an agreement between you (the Client) and us (Zeus Weather) that describes the services we provide to you and our business relationship. Although most of the language here is meant to be easy to understand, please remember that this is a legal document! By partaking in one of our Subscriptions you are agreeing to the following terms. The Zeus Team may update these terms from time to time, and will notify you via email.

1. Definitions

“Account Creation” describes the means by which you agree to subscribe to and purchase the Subscriptions.

“Client Portal” means the non-public portion of the Zeus Weather website that is only accessible to subscribers.

“Launch Site” means a set of coordinates selected by you that can be used to generate forecasts using the client tool.

“Client Tool” refers to the Zeus Tool, an automated system accessible through the Client Portal that can generate “Go” / “No Go” forecasts for your available launch Sites.

“Offer” means any special offers or additional features we provide to those who are already Clients.

“Sensitive Information” means credit or debit card numbers; personal financial account information; or other financial or employment information.

“Subscription(s)” or “Subscription Service” means our web-based launch site weather forecasts, past weather history, or launch site recommendations that you have subscribed to by Account Creation which is developed, operated, and maintained by us, or any ancillary services which we provide to you.

“Subscription Term” means the Initial Subscription Term and any/all Renewal Subscription Terms.

“User” or “Users” means you, your employees, representatives, consultants, contractors, or agents who are authorized to use the Subscription Service for your benefit by using your username and password to access the Client Portal.

"We," "us," or "our" means Zeus Weather or the Zeus Team and its employees or agents.

"You," "your," "Client," or "Customer" means the person or entity using the Subscription who is identified in the applicable billing statement or Order Form.

2. Subscription Service

A. Access

During the Subscription Term we will provide you access to use the Subscription service through the Client Portal as described in this Agreement.

B. Additional Features

You may subscribe to additional features by accepting an Offer.

C. Free Trial

If you register for a free trial of the Subscription Service we will make this available to you on a trial basis without charge until either the end of the free trial period or the start date of your subscription, whichever is earlier. If additional terms and conditions are included on the trial sign up page, those apply as well. During your free trial the Subscription is provided to you "as is" without any warranty, may be suspended, limited, or terminated for any reason at any time without notice, and we will not be liable for damages of any kind related to your use of the Subscription Service. Unless you subscribe to a Subscription before the end of the free trial, your data may be permanently deleted at the end of the trial.

D. Limits

Limits apply to the number of active and inactive (Past Weather view only) Launch Sites you may sign up for, which will be specified during Account Creation or Offer. You will be charged for the Subscription you purchased, whether or not you use all of your accessible Launch Sites. Your use of the Client Portal and Client tool are subject to the same restrictions described in our website Terms of Use, Section 2: "Prohibited Use of the Website."

E. Modifications

The Zeus Team may periodically modify the Subscription Service or Client Portal by adding or deleting features or functions, in an effort to improve your experience. We will not make changes that materially reduce the functionality of the Subscription service or Client Portal provided to you during the Subscription Term.

3. Customer Support

A. Availability

The Subscription Service and Client Portal are available 24 hours a day, 7 days a week, unless we have planned downtime for maintenance.

B. Support

Support is a part of your Subscription and is included in your Subscription Fee. We accept webform support questions, phone messages, or emails any time of the day. Response times vary, but the Zeus Team will make all efforts we deem to be reasonable to respond quickly to your queries.

4. Fees and Payments

A. Payments

Payments are made through Bank of America via their Global Gateway e4SM Payment Page, which is a securely hosted web payment form designed to accept internet-based E-commerce transactions. Zeus Weather uses Bank of America's Global Gateway e4SM Payment Pages so that we are not exposed to the sensitive payment details required to process your payments. We have access to a toolkit of payment options and fraud prevention tools to keep you protected. Global Gateway e4SM Payment Pages redirect you to a payment form hosted by Global Gateway e4SM. You will access this via a "Checkout" button within an HTML form on our website.

The Zeus Team uses access codes to make sure payments made through Bank of America's Global Gateway e4SM are successful. We promise to protect our access codes and not permit any third parties to use our access codes who are not otherwise authorized.

Zeus Weather maintains PCI compliance to ensure your Sensitive Information is protected. To learn more about PCI compliance, visit the PCI Security Standards Council's website [here](#).

B. Payment Information

You should keep your contact, billing, and credit or debit card information up to date. Changes to your information may be made on the Admin Page within the Client Portal. Changes to your credit card information must be made by calling 1.877.803.7462 x700. Payments are non-cancelable and payments made are non-refundable, unless specifically provided for in this Agreement.

C. Recurring Payments

By submitting your payment you accept this Recurring Payments and Billing Agreement. Zeus Weather may amend this agreement and provide you with notice of the change via email.

An Automatic Recurring Payment is a payment in which you provide an advance authorization to Zeus Weather to charge to your credit or debit card monthly. By providing an advanced authorization, you are giving Zeus Weather the ability to collect or reverse payment amounts from your credit or debit card monthly until such time as this arrangement is cancelled.

You hereby authorize and instruct Zeus Weather to charge your credit or debit card monthly for the amounts you agreed to owe. Your subscription payment will process within 24-48 hours after you sign up. You acknowledge and agree that use of Automatic Recurring Payments in any form means that these payments are scheduled to occur monthly until you cancel your Subscription. You should ensure you always have sufficient funds to meet your ongoing financial commitment.

If your Automatic Recurring Payment is declined, you will be contacted by phone or email. If your current payment method remains unsuccessful, you will need to provide another payment method. In the event we are unable to reach you or you cannot provide another payment method, your privileges to use the Zeus Weather Client Portal may be terminated until a successful payment is made. Zeus Weather may

permanently restrict your ability to use a certain payment method if that payment method fails multiple times.

D. Subscription Fees

Your Subscription Fee remains fixed during the Subscription Term unless you change your Subscription Level, subscribe to additional features or products, or cancel your Subscription. If a price change applies to you we will charge you according to the new price structure, beginning with the next Billing Period of the Subscription Term.

E. Additional Features

If you accept an Offer for one of our Additional Features you will be directed to Bank of America and your credit or debit card will be charged. Depending on the Additional Feature, you may be able to choose the Recurring Payment option.

F. Cancellation

If you choose to cancel your subscription you may do so at any time. Your subscription will continue until the end of your monthly subscription term. You will have access to your account until the end of your monthly subscription term. Zeus Weather may delete your account information. If you request, Zeus Weather will delete all information related to you.

5. Subscription Term and Renewal

A. Initial Subscription Term

The initial subscription term shall begin on the effective date of your Subscription, which is the date of your Account Creation. The Subscription lasts for one month from the initial date of your Account Creation, unless you cancel your Subscription.

B. Renewal Subscription Term

Unless you cancel your Subscription, this Agreement will automatically renew for another month. The Renewal Subscription Term will be on the current terms and conditions of this Agreement, and will be subject to the current Pricing terms.

6. Additional Terms and Conditions

A. Website Terms of Use

Your use of the Zeus Weather website and the Client Portal is also subject to our website Terms of Use. If there is any conflict between the Subscription Agreement and the website Terms of Use, the terms of the Subscription Agreement take priority.