

Terms of Use

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Zeus Weather reserves the right to modify these Terms of Use at any time without giving prior notice. Your use of the Website following any such modification constitutes your agreement to follow and be bound by these modified Terms of Use. The last date these Terms of Use were revised is set forth below.

1. Permitted Use of The Website

You may use the Website, and the information, writings, images and/or other works that you see, hear or otherwise experience on the Website (singly or collectively, the "Content") solely for your noncommercial, personal purposes and/or to learn about Zeus Weather services, and solely in compliance with these Terms of Use.

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You may not utilize the Website to sell a product or service or to advertise without our express written consent. You may not modify, publish, transmit, display, participate in transfer or sale, create derivative works, or in any way exploit any of the Content in part or wholly. By accessing the Website, you agree that you will not personally or allow a third party to do any of the following:

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- Sell, assign, sublicense, distribute, commercially exploit, grant a security interest in or otherwise transfer any right in, or make available to a third party, the Content or Services in any way;
- Upload, post, email, transmit, link to or otherwise make available any information on the Website that infringes any intellectual or other proprietary rights of others, or that contains any virus, computer code, file, or other material which has as its intended

- purpose the interruption, destruction, or loss of functionality of any computer software, data, hardware, telecommunications equipment, or communications ability;
- Alter or delete information not provided by you, or interfere with the operation of the Website including, but not limited to, by distribution of unsolicited advertising or mail messages or propagation of worms or viruses;
 - Mirror or frame the Website or any part of it on any other website;
 - Attempt to gain unauthorized access to the Website;
 - Access the Website by any means other than through the interface that is provided by Zeus Weather for use in accessing the Website;
 - Impersonate any person or entity, or otherwise misrepresent you affiliation;
 - Use the Website for any purpose or in any manner that is unlawful or prohibited by these Terms of Use.

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement on the Website or the Services should be sent by email to info@zeusweather.com with the subject line "Copyright."

4. Privacy Policy

The use of Personal Information for this Website is governed by our **Privacy Policy**.

5. Links to Third Party Web Sites

Links on the Website to third party websites or information are provided solely as a convenience and do not constitute or imply an endorsement, sponsorship, or recommendation by Zeus Weather of the third party, the third party website, or the information found there. Zeus Weather is not responsible for the availability or liable for the content on these websites. If you use the links to these websites, you will leave our Website and will be subject to the terms of use and privacy policy applicable to those websites.

6. Blogs

We provide a publicly available blog for to share information we find interesting and relevant, and to post suggestions. In the event we invite a third party to submit a blog, we may not edit the information, advice, ideas, statements, offers, sources or opinions supplied. Any information shared would be that of the respective author and not of Zeus Weather, its employees or agents. Zeus Weather does not constantly monitor the comments made on blog entries and therefore does not endorse and cannot be held responsible for the appropriateness, accuracy or reliability therein. You may post information you find appropriate, but not information that is objectionable, inappropriate or offensive for general readership. Zeus Weather is not responsible for and will not have any liability with respect to the information contained on any website that you may access as a result of links that may be included in the comment section of the blog.

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7. Monitoring

Zeus Weather has the right to refuse to post or to remove any material submitted to or posted on the website. We have the right, but not obligation, to remove any material we in our sole discretion find to be objectionable.

We use reasonable efforts to keep the Website free of viruses and other harmful components; however, we cannot assume any responsibility for any viruses or other harmful components that may affect your computer equipment as a result of your access to, viewing of, or downloading from the Website. We do not warrant that the Website, its servers, or any Content downloaded from the Website is free from viruses or other harmful components.

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9. Indemnification

You understand and agree that you are personally responsible for your behavior on this Website. You agree to indemnify, defend and hold harmless Zeus Weather, its employees and agents from and against all claims, losses, expenses, damages and costs—including, but not limited to, direct, incidental, consequential, exemplary and indirect damages—and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Website or the Content, or any violation by you of these Terms of Use.

10. Privacy

Your use of the Website is subject to Zeus Weather's Privacy Policy.

11. Modification

Zeus Weather may amend or modify these Terms of Use at any time. It is your responsibility to check this page periodically to review the most current Terms of Use.

12. Additional Terms of Service

If you are a Client of Zeus Weather or an employee, representative, or agent of a Zeus Weather Client, your use of the Zeus Weather Subscription is subject to Zeus Weather's Subscription Agreement.

13. General Provisions

A. These Terms of Use make up the entire agreement of the parties respecting the subject matter hereof. No waiver by Zeus Weather of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default.

B. Zeus Weather's Content may contain typographical errors or other errors or inaccuracies and may not always be complete or current. Although Zeus Weather does not guarantee such errors will be corrected, Zeus Weather reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice.

C. If any part of these Terms of Use is determined by a court of proper jurisdiction to be invalid or unenforceable, it shall not impact any other provision of these Terms of Use, all of which will remain in full force and effect.

D. Any and all disputes relating to these Terms of Use, the Zeus Weather Subscription Agreement, Zeus Weather's Privacy Policy, your use of the Website, or your use of the Content are governed by, and will be interpreted in accordance with, the laws of the State of Oregon, without regard to any conflict of laws provisions. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts in Portland, Oregon in the event of any dispute of any kind arising from or relating to these Terms of Use, Zeus Weather's Privacy Policy, your use of the Website, or the Content.

E. If any dispute arises in connection with the interpretation or enforcement of this Agreement, the prevailing party in any such dispute will be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements, and other expenses from the non

prevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding and in any appeal.