

1. INTRODUCTION

Welcome to the Internet sites of Weather Central, Inc. ("**WCI**"). "**WCI sites**" include WXC.com, ReportStorms.com, and other Internet sites on which these terms of use are posted. WCI and any and all entities that control, are controlled by, or are affiliated or under common control with, WCI are collectively referred to herein as "**we**," "**us**" or "**our**".

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING ANY WCI SITE. By using any WCI Site or by clicking a box that states that you accept or agree to these terms, you signify your agreement to these terms of use. If you do not agree to these terms of use, you may not use the WCI Sites.

Note that special terms apply to some services offered on certain WCI Sites, like subscription-based services or other features or activities. These terms are posted in connection with the applicable service. Any such terms are in addition to these terms of use, and in the event of a conflict, prevail over these terms of use.

You acknowledge that these terms of use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the generality of the foregoing, you acknowledge that such consideration includes your use of the WCI Sites and receipt of data, materials and information available at or through the WCI Sites, the possibility of our use or display of your Solicited Submissions (as defined below in Section 3, entitled "SUBMISSIONS") and the possibility of the publicity and promotion from our use or display of your Solicited Submissions.

2. USE OF CONTENT

All information, materials, functions and other content (including Submissions, as defined in Section 3, entitled "SUBMISSIONS") ("**Content**") contained on WCI Sites are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. We may change the WCI Sites or delete Content or features at any time, in any way, for any or no reason.

Except as we specifically agree in writing, no Content from any WCI Site may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of the WCI Site, except that where a WCI Site is configured to enable the download of particular Content, you may download one copy of such Content to a single computer for your personal, noncommercial home use only, provided that you (a) keep intact all copyright and other proprietary notices, (b) make no modifications to the Content, and (c) do not use the Content in a manner that suggests an association with any of our products, services or brands. Any business use, "re-mailing" or high-volume or automated use of WCI Sites is prohibited.

In the event that we offer downloads of software on a WCI Site and you download such software, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed to you by us or third-party licensors for your personal, noncommercial home use only. We do not transfer title to the Software to you. You may not distribute or otherwise exploit the Software or decompile, reverse engineer, disassemble or otherwise reduce the Software to a human-readable form.

3. SUBMISSIONS

In these terms of use, we use the word "**Submissions**" to mean text, messages, ideas, concepts, photographs, videos, audiovisual works, sound recordings, your and/or other persons' names, likenesses, voices, usernames, profiles, actions, appearances, performances and/or other biographical information or material, and/or other similar materials that you submit, post, upload, embed, display, communicate or otherwise distribute (collectively, "**Distribute**") on or through a WCI Site.

We, our licensees, distributors, representatives and other authorized users shall be entitled to exploit and disclose all Submissions and to distribute all Submissions to WCI client stations. We shall not be liable to you or to any person claiming through you for any exploitation or disclosure of any Submission.

4. LICENSES AND REPRESENTATIONS

You hereby grant us and our licensees, distributors, representatives and other authorized users, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable (in whole or part) worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such Submissions, in whole or in part, in all media formats and channels now known or hereafter devised (including on WCI Sites, on third party web sites, on our client broadcast and cable networks and stations, on our broadband and wireless platforms, products and services, and on physical media) for any and all purposes including entertainment, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "**Submissions License**").

By communicating a Submission, you represent and warrant that the Submission and your communication thereof conform to the Rules of Conduct (set forth below in Section 7 labeled "RULES OF CONDUCT") and other requirements of these terms of use and that you own or have the necessary rights, licenses, consents and permissions, without the need for any permission from or payment to any other person or entity, to exploit, and to authorize us to exploit, such Submission in all manners contemplated by these terms of use (including the Submissions License). These terms of use (including the Submissions License) do not limit any past or future grant of rights, consents, agreements, assignments and waivers you may have made or make with respect to Submissions.

To the extent that we solicit Submissions through features or activities on or through WCI Sites that require the use of our copyrighted works (in whole or in part), we hereby grant you a non-exclusive license to create a derivative work using our copyrighted works (in whole or in part) as required (but only as required, and only for the purpose of creating your Submissions); provided however, that such license shall be conditioned upon your assignment of all rights in the work you create to us. If such rights are not assigned to us, your license to create derivative works using our copyrighted works (in whole or in part) shall be null and void. You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Submissions are used by us.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in these terms of use.

To the extent any "moral rights," "ancillary rights," or similar rights in or to the Submissions exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or our licensees, distributors, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights.

Without limiting the scope of the Submissions License or any future grant of rights, consents, agreements, assignments, and waivers you may make with respect to Submissions, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Submissions submitted by you to us.

5. **ACCOUNTS**

Some services on the WCI Sites permit or require you to create an account to participate or to secure additional benefits. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "**Registration Data**"). You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to promptly notify us of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any WCI Site. In addition, you agree to exit from your account at the end of each session.

We may suspend or terminate your account and your ability to use any WCI Site or portion thereof for failure to comply with these terms of use or any special terms related to a particular service, for infringing copyright, or for any other reason whatsoever.

6. **PUBLIC FORUMS AND COMMUNICATION**

"**Public Forum**" means an area, site or feature offered as part of any WCI Site that offers the opportunity for users to Distribute Submissions for viewing by one or more WCI Site users, including a chat area, message board, instant messaging, mobile messaging, social community environment, profile page, conversation page, blog, e-mail function.

You acknowledge that Public Forums and features offered therein are for public and not private communications, and you have no expectation of privacy with regard to any Submission to a public Forum. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk.

You are and shall remain solely responsible for the Submissions you Distribute on or through any WCI Site under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting same. We have no duty to monitor any Public Forum.

Also, you should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions,

advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith.

We owe you no obligation, and therefore may refuse, to post, deliver, remove, modify or otherwise use or take any action with respect to Submissions you Distribute.

7. **RULES OF CONDUCT**

The following Rules of Conduct apply to the WCI Sites. By using the WCI Sites, you agree that you will not Distribute any Submission that:

1. (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
2. harm minors in any way;
3. is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a Submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, drug dealing and/or drug abuse, harassment, theft, or conspiracy to commit any criminal activity;
4. infringes or violates any right of a third party including: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of privacy (specifically, you must not distribute another person's personal information of any kind without their express permission) or publicity; or (c) any confidentiality obligation;
5. is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations);
6. contains a virus or other harmful component, or otherwise tampers with, impairs or damages the WCI Sites or any connected network, or otherwise interferes with any person or entity's use or enjoyment of the WCI Sites; or
7. (a) does not generally pertain to the designated topic or theme of the relevant Public Forum; (b) violates any specific restrictions applicable to a Public Forum, including its age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including "flaming," "spamming," "flooding," "trolling," and "griefing" as those terms are commonly understood and used on the Internet.
8. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
9. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
10. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs 1 through 9 above

We cannot and do not assure that other users are or will be complying with the foregoing Rules of Conduct or any other provisions of these terms of use, and, as between you and

us, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

8. **COOPERATION; REMOVAL OF SUBMISSIONS**

We reserve the right, but disclaim any obligation or responsibility, to (a) refuse to post or communicate or remove any Submission from any WCI Site that violates these terms of use (including the Rules of Conduct) and (b) identify any user to third parties, and/or disclose to third parties any Submission or personally identifiable information, when we believe in good faith that such identification or disclosure will either (i) facilitate compliance with laws, including, for example, compliance with a court order or subpoena, or (ii) help to enforce these terms of use (including the Rules of Conduct) and/or our contest, sweepstakes, promotions, and game rules, and/or protect the safety or security of any person or property, including any WCI Site. Moreover, we retain all rights to remove Submissions at any time for any reason or no reason whatsoever.

9. **CONTENT ACCESSIBLE THROUGH LINKS FROM WCI SITES AND SEARCH RESULTS**

You should be aware that when you are on a WCI Site, there are links to other sites that take you outside of our service to sites that are beyond our control, such as banner advertisements and links from advertisers, sponsors and content partners that may use our logo(s) as part of a co-branding relationship. You acknowledge that when you click on any of the aforementioned links, the sites you are taken to are not controlled by us; different terms of use and privacy policy may apply, and we are not responsible for such sites. We do not endorse and cannot ensure that you will be satisfied with any products or services that you purchase from a third-party site that links to or from any WCI Site or third-party Content contained on our sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any third parties.

Nor can we be held responsible for the accuracy, relevance, legality or decency of material contained on sites retrieved in searches and/or listed in search results or identified on search results pages.

10. **DISCLAIMERS**

THE CONTENT ON OR OTHERWISE RELATED IN ANY WAY TO WCI SITES OR ANY THIRD PARTY SITES OR SERVICES LINKED TO FROM ANY WCI SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NONINFRINGEMENT. WE DO NOT WARRANT THAT ANY CONTENT WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY WCI SITE OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MOREOVER, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT. YOU HEREBY IRREVOCABLY WAIVE ANY CLAIM AGAINST US WITH RESPECT TO CONTENT AND ANY CONTENT YOU PROVIDE

TO THIRD PARTY SITES (INCLUDING CREDIT CARD AND OTHER PERSONAL INFORMATION).

WCI Sites may contain the opinions and views of other users. Given the interactive nature of these sites, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by our users.

The content of WCI Sites are intended for educational and entertainment purposes only. Such content is not intended to, and do not, constitute legal, professional, medical or healthcare advice or diagnosis, and may not be used for such purposes. You should not act or refrain from acting on the basis of any content included in, or accessible through, the WCI Sites without seeking the appropriate legal or other professional advice on the particular facts and circumstances at issue from a lawyer or professional licensed in the recipient's state, country or other appropriate licensing jurisdiction.

11. INDEMNIFICATION

You are responsible for maintaining the confidentiality of your username(s), password(s), and your account(s), as well as all activities that occur under your account(s). You hereby agree to indemnify, defend, and hold us, our licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, representatives and assigns (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these terms of use or claims arising from your use of the WCI Sites and/or your account(s). You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

12. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, THAT RESULT FROM (A) THE USE OF, OR THE INABILITY TO USE, ANY WCI SITE OR CONTENT, OR (B) THE CONDUCT OR ACTIONS, WHETHER ONLINE OR OFFLINE, OF ANY USER OF A WCI SITE OR ANY OTHER PERSON OR ENTITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR \$50.00 (WHICHEVER IS LESS) FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO ANY WCI SITE. MOREOVER, UNDER NO CIRCUMSTANCES SHALL WE, OUR LICENSORS OR LICENSEES, OR ANY OF THE FOREGOING ENTITIES' RESPECTIVE RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS OR SUPPLIERS, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE

RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL.

WE MAY TERMINATE YOUR FURTHER ACCESS TO WCI SITES OR CHANGE THE WCI SITES OR DELETE CONTENT OR FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON OR NO REASON.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

13. JURISDICTIONAL AND VENUE ISSUES

You agree that any action at law or in equity arising out of or relating to these terms of use or the WCI Sites shall be filed, and that venue properly lies, only in state or federal courts located in the state of Wisconsin, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. We make no representation that Content on any WCI Site is appropriate or available for use in any particular location. Those who choose to access a WCI Site do so on their own initiative and are responsible for compliance with all applicable laws including any applicable local laws.

14. AMENDMENT

At any time, we may amend these terms of use (including by modification, deletion and/or addition of any portion thereof). If we make a material amendment to these terms of use, we will notify you of such amendment by sending you an e-mail at the last e-mail address that you provided us, and/or by posting notice of such amendment on the Web sites covered by these terms of use. Any such amendment to these terms of use will be effective thirty (30) calendar days following either our dispatch of an e-mail notice to you or our posting of notice of the changes on the Web Sites. Please note that, at all times, you are responsible for updating your personal information to provide us your current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any other reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of any amendment described in the notice.

15. GENERAL PROVISIONS

These terms of use shall be governed by and construed in accordance with the laws of the State of Wisconsin and the laws of the United States, without giving effect to any principles of conflicts of law. If any provision of these terms of use shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these terms of use by us shall be deemed a further or continuing waiver of such provision or any other provision, and our failure to assert any right or provision under these terms of use shall not constitute a waiver of such right or provision. In these terms of use, the word "including" is used illustratively, as if followed by the words "but not limited to." **YOU AGREE THAT ANY CAUSE OF ACTION YOU MAY HAVE ARISING OUT OF OR RELATED TO THESE TERMS OF USE OR ANY WCI SITE MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

Supply of goods, services and software through WCI Sites is subject to United States export control and economic sanctions requirements. By acquiring any such items through WCI Sites, you represent and warrant that your acquisition comports with and your use of the item will comport with those requirements. Without limiting the foregoing, you may not acquire goods, services or software through WCI Sites if: 1) you are in, under the control of, or a national or resident of Cuba, Iran, North Korea, Sudan or Syria or if you are on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Commerce Department's Denied Persons List, Unverified List or Entity List or 2) you intend to supply the acquired goods, services or software to Cuba, Iran, North Korea, Sudan or Syria (or a national or resident of one of these countries) or to a person on the Specially Designated Nationals List, Denied Persons List, Unverified List or Entity List.

16. **CLAIMS OF COPYRIGHT INFRINGEMENT**

We have adopted and implemented a policy that provides for the termination, in appropriate circumstances as determined by us in our sole discretion, of users who are infringers of copyright.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be sent to Service Provider's Designated Agent.

Notification must be submitted to the following Designated Agent: Service Provider: WCI

Full Address of Designated Agent to Which Notification Should be Sent: 401 Charmany Dr Suite 200, Madison WI, 53913

Telephone Number of Designated Agent: (608) 274-5789

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give you notice that we have removed or disabled access to certain material by means of a general notice on any WCI Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to your physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

7. Your physical or electronic signature;
8. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
9. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
10. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which WCI may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.