

## **Terms of Service**

The following Terms of Service apply when you use the Weather API and/or Weather Map API (the “Service”) provided by Foreca Ltd (“Foreca”). Please review the following terms carefully. By accessing or using the Service, you signify your agreement to these Terms of Service. If you do not agree to these Terms of Service, you may not access or use the Service.

Foreca may terminate your use of the Service and/or take appropriate legal actions if you violate these Terms of Service.

## **Limited Free Tier Service**

You may make a total of 2000 API requests to the Service per day free of charge (maximum of 1000 to the Weather API and maximum of 1000 to the Weather Map API). The Limited Free Tier Service is valid 30 days from the date signing in to the Service.

After the Limited Free Tier Service expires you can sign into Foreca’s Weather API and Weather Map API Service with annual license fees. You can also do this change any time during your Limited Free Tier Service.

API requests which go over daily limits will be rejected by Foreca.

## **Attribution**

You agree that any application or service which incorporates data obtained from the Service shall prominently display the message “Powered by Foreca” or Foreca logo: <https://corporate.foreca.com/en/logo> in a legible manner near the data or any information derived from any data from the Service.

You may not display or invoke the Service or Foreca name or logo in any manner that implies a relationship or affiliation with, sponsorship, promotion, endorsement by Foreca, except as authorized by these Terms of Service.

Some data provided by Foreca APIs may require additional third party attribution. Foreca will inform you about these attribution requirements in API technical documentation and/or API responses. You must follow the given guidance.

## **API Key**

If your application for access to the Service is approved, Foreca will provide you with an API Key which will enable you to access the Service. Your API Key is to be kept confidential and is not to be published or otherwise made accessible to the general public or any third parties.

If you become aware of any unauthorized use of your API Key, you agree to reset the API Key immediately by contacting Foreca support [dev-support@foreca.com](mailto:dev-support@foreca.com). Foreca unilaterally resets your API Key if it notices unauthorized use.

## **Use of Service**

Subject to these Terms of Service, Foreca grants you a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable, revocable, worldwide license for Licensee's personal or commercial use to:

- make calls to the Service to retrieve data from the Service; and
- use, convey, and display the data retrieved from the Service in a manner consistent with the terms of these Terms of Service.

You agree that you will not:

- use the content in any way not expressly provided for in the Terms of Service;
- transfer the content to third parties in any other way than in connection with your weather service;
- create multiple accounts or utilize any script or other automated tool that attempts to create multiple accounts;
- direct your end-users to sign up for their own API account (Foreca API not intended to be used directly by end-users);
- provide inaccurate identification, contact, and other information required as part of the registration process;

You shall be responsible for complying with applicable laws and regulations when using the Service and distributing content.

## **Access**

Foreca may discontinue, suspend, terminate or block access to this Service at any time in its sole discretion. Foreca has no obligation to compensate you for any discontinuation, suspension, termination or blockage of access to this Service.

## **Privacy Policy**

Foreca respects the privacy of its users. Please refer to our [Privacy Policy](#) which explains how we collect, use, and disclose information that pertains to your privacy.

## **Intellectual Property Rights**

All intellectual property rights (including but not limited to copyright, patents and patent applications, database rights, inventions, trademarks and service marks, trade secrets, domain names,) in and to the Service shall remain the property of Foreca or its licensors. Foreca reserves all rights not expressly granted herein.

## **Governing Law and Dispute Resolution**

The Terms of Service shall be construed in accordance with the laws of Finland, excluding its choice of law provisions. All disputes arising from the Terms of Service shall be primarily settled amicably through negotiations between parties. Should the parties fail to settle the dispute, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the

Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland and the language of the arbitration shall be English.

### **No Warranty and Limitation of Liability**

As the Service is comprised of weather observations and forecasts, the Service is provided AS IS and AS AVAILABLE basis without warranty of any kind, either expressed or implied.

Foreca expressly disclaims any implied warranties for the Service including but not limited to warranties of accuracy, validity, correctness, availability, merchantability, or fitness for a particular purpose.

Foreca is not liable to you or any third party for the consequences of decisions made based on Service, Service not received or incorrect or defective Service or content.

In no event shall Foreca have any liability to the other or any third party for any indirect or consequential damage, including but not limited to loss of profit, revenue, data or goodwill, whether incurred or suffered as a result of unavailability of the Service or content or otherwise.

### **Indemnification**

You shall indemnify and hold harmless Foreca from and against all claims and liabilities (including claims by third parties) and costs and expenses (including attorney's fees) incident thereto or incident to successfully establishing the right to indemnification, for injury or death of any person or persons, including your employees, if any, arising out of or in any way relating to your breach of the terms in this Agreement and/or your utilization of the Service, whether or not arising in tort or occasioned by the negligence of Foreca, except to the extent of any obligation, liability, claim or remedy in tort due to the recklessness or willful misconduct of Foreca. Your obligations under this indemnity will survive the expiration, termination, completion or cancellation of these Terms of Service.

### **Termination**

Either party may terminate these Terms of Service at any time for any reason.

Upon the termination of these Terms of Service, you:

- acknowledge and agree that all licenses and rights to use the Service and data obtained from the Service shall terminate,
- will cease any and all use of the Service, and
- will remove any data obtained from the Service from all hard drives, networks and other storage media and destroy all copies of any data obtained from the Service in your possession or under your control.

The sections titled Intellectual Property Rights, Governing Law and Dispute Resolution, No warranty and Limitation of Liability, Indemnification, and General Provisions shall survive the termination of these Terms of Service.

**General Provisions**

These Terms of Service are effective 4th February 2021.

These Terms of Service may be updated from time to time for any reason. We will notify you of any changes to our Terms of Service by posting the new Terms of Service here. You are advised to consult this Terms of Service regularly for any changes, as continued use is deemed approval of all changes.

**Contact**

If you have any questions concerning these Terms of Service, you may contact us at [dev-support@foreca.com](mailto:dev-support@foreca.com).