

## Website terms and conditions of sale

Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.

### Summary of some of your key rights:

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in this contract, such as information on our complaint handling policy.

#### Right to cancel - digital content

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that you have a 14 day right to change your mind and get a full refund on your digital content. You do not have this right to cancel once a download has started provided you have been told this and have acknowledged this.

#### Right to cancel - services

The Consumer Contracts Regulations 2013 say that in most cases, you can cancel within 14 days. If you agree the service will start within this time you may be charged for what you've used.

#### Your Consumer Rights - digital content

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement;
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some, or all of your money back;
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

#### Your Consumer Rights - services

The Consumer Rights Act 2015 says that:

- You can ask us to repeat or fix the service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- If a price hasn't been agreed upfront, what you're asked to pay must be reasonable.
- If a time hasn't been agreed upfront, it must be carried out within a reasonable time.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace the contract below which you should read carefully.

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- *We, us or our*

means Openweather Ltd.

References to us in these Terms also includes any group companies which we may have from time to time.

- *Our site or our website*

refers to the any site on which these terms and conditions are displayed, including, but not limited to the following websites:

<https://openweathermap.org>

<https://agromonitoring.com>

<https://openweather.co.uk/>

<https://owm.io>

- *You or your*

means the person accessing or using our site to make purchases from us.

If you don't understand any of this contract and want to talk to us about it, please contact us by:

- e-mail: [info@openweathermap.org](mailto:info@openweathermap.org)

## **Who we are**

We are a company registered in England and Wales with company registration number and our registered office is at:

4 Queens Road, Wimbledon, SW19 8YB

We are registered with VAT registration number 294 4130 03.

The details of this contract will not be filed with any relevant authority by us.

## **Terms and Conditions of Sale**

### **A Introduction**

1 These terms and conditions apply to any sale of services or digital content on our site. If you buy services or digital content on our site you agree to be legally bound by this contract and the terms and conditions contained here in.

2 This contract is only available in English. No other languages are available for this contract.

3 When buying any services or digital content on our site you also agree to be bound by:

- (a) our terms and conditions of use and any documents referred to therein

All these documents form part of this contract as though set out in full here.

### **B Information we give you**

1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made. If you want to see this key information, please:

- (a) read the Confirmation email that will be sent to you when you have ordered services or digital content (see clause below)
- (b) login to your account on our site and view the information in your order history, or
- (c) contact us using the contact details at the top of this page

2 The key information we give you by law forms part of this contract (as though it is set out in full here).

3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

## **C Ordering from us**

1 Here we set out how a legally binding contract between you and us is made.

2 You place an order on our websites by doing the following:

Sign up on the website, choose Billing plans tab at your account and subscribe

3 Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.

4 Before you place any order for digital content you must check that the hardware and software requirements of your computer or device mean that you can download the digital content. If required please contact us for assistance.

5 When you place your order at the end of the online checkout process (eg when you confirm payment), we will acknowledge it by Email. This acknowledgement does not, however, mean that your order has been accepted.

6 We may contact you to say that we do not accept your order. This is typically for the following reasons:

- (a) the services or digital content are unavailable;
- (b) we cannot authorise your payment;
- (c) you are not allowed to buy the services or digital content from us;
- (d) we are not allowed to sell the services or digital content to you; or
- (e) there has been a mistake on the pricing or description of the services or digital content.

7 We will only accept your order when we send you an Email to confirm this (Confirmation Email ). At this point:

- (a) a legally binding contract will be in place between you and us; and
- (b) your order will be fulfilled and your content will be automatically downloaded.

8 If you are under the age of 18 you may buy any services or digital content from our site. However, in some cases you may not be able to buy certain services or digital content because you are too young. If so this will be set out on the relevant webpage for the services or digital content concerned.

## **D No right to cancel this contract once downloading of any purchased digital content starts**

When you buy the digital content:

- (i) you have no right to cancel this contract once the downloading of it starts

(ii) you must read the following statement (which will be presented to you), agree to it, and tick the relevant box when buying the digital content: 'I hereby consent to immediate performance of this contract when clicking on the 'Subscribe' button and acknowledge that I will lose my right of withdrawal from the contract once the automatic download of the digital content has begun'.

### **E Payment and right to cancel if performance of services requested to commence before expiry of 14 day cancellation period**

You will lose the right to cancel this contract if the services have been fully performed at your express request within the cancellation period (in which case we will ask you to confirm that you understand you will lose your right to cancel).

### **F Download of digital content**

1 Once you have paid for your order and received the Confirmation email the digital content will download automatically.

2 We may deliver your digital content in bulks. If you have any queries as to whether this is the case please read our Price list and choose a proper subscription or contact us for further information.

3 If something happens which:

3.1 is outside of our control; and

3.2 affects you being able to download the digital content;

we will make the digital content available for download as soon as we can. If your computer or device blocks the automatic download of the digital content or the automatic download does not start, you may still have the right to cancel the contract.

### **G Permission to use digital content**

1 When you buy any digital content and download it, you will not own it. Instead we give you permission to use it (also known as a 'licence') for the purpose of you using and enjoying it according to this contract.

2 The digital content:

2.1 is personal to you. You can use it wherever you want in the world but only if you comply with local laws

2.2 is non-exclusive to you. We may supply the same or similar digital content to other users

2.3 contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings

2.4 includes guides on how to use it. Please read this carefully. These guides can be accessed as follows:

All products and services are provided under terms of Creative Commons Attribution-ShareAlike 4.0 International license (CC BY-SA 4.0).

Data and database are open and licensed by Open Data Commons Open Database License (ODbL).

3 except where you have permission to use the digital content under this clause, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

## **H Performance of Services**

1 In all cases we will seek to perform the services purchased within a reasonable time and without causing you significant inconvenience.

2 If you have any questions as regards the time or date for performance of purchased services please contact us immediately.

## **I Payment**

1 We accept the following means of payment:

credit and debit cards, wire transfer via manual invoicing

2 We will do all that we reasonably can to ensure that all of the information you give us when paying for services or digital content is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.

3 Your credit card or debit card will only be charged when you confirm your order.

4 If your payment is not received by us and you have already received the content, you must pay for it within 30 days.

## **J Nature of digital content**

1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that the digital content:

1.1 is of satisfactory quality;

1.2 is fit for purpose; and

1.3 matches its description.

2 We must provide you with digital content that complies with your legal rights.

3 When we supply the digital content:

3.1 we will use all reasonable efforts to ensure that it is free from defects; viruses and other malicious content

3.2 we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our website; and

3.3 you acknowledge that there may be minor errors or bugs in it.

#### **K Nature of services**

1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example, that any services purchased are performed by us with reasonable care and skill.

2 We must provide you with services that comply with your legal rights.

3 When we supply services:

3.1 we will use all reasonable care and skill in the performance of those services

3.2 where the price is not agreed beforehand we will provide the service for a reasonable price; and

3.3 we will perform the services within a reasonable time.

#### **L Faulty digital content/ Unsatisfactory Performance of Services**

1 Your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'), are set out at the top of this contract. They are a summary of your key rights. For more detailed information on your rights and what you should expect from us, please:

(a) contact us using the contact details at the top of this page; or

(b) visit the Citizens Advice website [www.citizensadvice.uk](http://www.citizensadvice.uk) or call 03454 04 05 06.

2 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

3 Please contact us using the contact details at the top of this page, if you want:

(a) us to repair the digital content;

(b) us to replace the digital content;

c repeat performance of services purchased;

(d) a price reduction; or

(e) to reject the digital content and get a refund.

4 To avoid faults happening with any digital content, you must:

(i) install any fixes, updates, upgrades, new releases and new versions that are made available to you as soon as reasonably possible after we tell you that they are available to be downloaded;

(ii) use it only on the recommended third party software and equipment set out in the guide to its use or on our website; and

(iii) follow any other guidance given by us to you when undertaking the purchase, or contained within the Confirmation email.

### **M End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

### **N Limitation of liability**

1 The extent of the parties' liability under or in connection with this Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause.

2 Subject to sub-clauses below (entitled 'Exceptions'), our shall not be liable for consequential, indirect or special losses.

3 Subject to sub-clauses below (entitled 'Exceptions'), our shall not be liable for any of the following (whether direct or indirect):

(i) loss of profit;

(ii) loss or corruption of data;

(iii) loss of use;

(iv) loss of production;

(v) loss of contract;

(vi) loss of opportunity;

(vii) loss of savings, discount or rebate (whether actual or anticipated);

(viii) harm to reputation or loss of goodwill.

### **Exceptions**

4 The limitations of liability set out above shall not apply in respect of any indemnities given by either party under this Contract.



5 Notwithstanding any other provision of this Contract, the liability of the parties shall not be limited in any way in respect of the following:

- (i) death or personal injury caused by negligence;
- (ii) fraud or fraudulent misrepresentation;
- (iii) any other losses which cannot be excluded or limited by applicable law;
- (iv) any losses caused by wilful misconduct.

## **O Disclaimer**

We ensure that the weather data we provide is accurate and consistent. However, the science and modelling which underlies meteorological forecasts is constantly developing. Any element of the meteorological data which involves a forecast, prediction, or any sort of calculation, should not be relied upon as though it were a statement of fact. To the fullest extent permitted by applicable law, Openweather excludes all warranties or representations (express or implied) in respect of the data provided. Your use of the data provided is entirely at your own risk. We make no warranty, representation or guarantee that the data is totally error free or fit for your intended use.

## **P Rights of third parties**

No one other than a party to these Terms has any right to enforce any of these Terms.

## **Q Disputes**

1 We will try to resolve any disputes with you quickly and efficiently.

2 If you are unhappy with:

- (i) the services or digital content;
- (ii) our service to you; or
- (iii) any other matter;

please contact us as soon as possible.

3 If you and we cannot resolve a dispute using our complaint handling procedure, we will:

- (a) let you know that we cannot settle the dispute with you; and
- (b) consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.

4 If you want to take court proceedings, the relevant courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms.

5 The laws of England and Wales will apply to these Terms.