
SERVICE AGREEMENT

This Service Agreement (the “Agreement”) is entered into by and between Weather My Trip LLC, a Delaware limited liability company with an office located at 10 East 39th Street, Suite 402, New York NY 10016 (“Provider”) and the individual accepting this Agreement and utilizing the Service (as hereinafter defined) (“You” or “Your”). Provider and you may each be referred to herein as a “Party” and collectively as the “Parties”. This Agreement is effective as of the date of purchase of the Service.

1. Definitions

In this Agreement, capitalized terms have the meanings given below. Other terms are defined where they first appear.

“Covered Flight” means, with respect to a single passenger for whom the Service has been purchased, the flight itinerary identified in the underlying airline booking associated with the purchase of the Service and recorded by Provider at the time of purchase. If the underlying booking is a one-way itinerary, the Covered Flight consists of that one-way flight itinerary. If the underlying booking is a round-trip itinerary, the Covered Flight consists of both the outbound and return flight itineraries included in that booking. The Service is personal to the covered passenger and applies only to that passenger’s Covered Flight, even if other passengers are included in the same booking or reservation, unless a separate Service has been purchased for each such passenger.

“Distribution Partner” means the airline, online travel agency, metasearch site, travel retailer, or other third party through whose platform you purchased the Service.

“Eligibility Window” means eight (8) days before the scheduled departure date of the Covered Flight, Eastern Standard Time, and ending on the day that is six (6) days before the scheduled departure date of the Covered Flight, Eastern Standard Time, during which you may check whether the Qualifying Weather Conditions are forecast for your destination and, if so, request the Rebooking Benefit. The exact open and close times of your Eligibility Window will be specified in your Confirmation Email (or, where applicable, on the Distribution Partner’s designated online portal).

“Qualifying Weather Conditions” means the specific weather variables and thresholds — which may include temperature, precipitation, wind, and similar parameters — that are provided to you in the Confirmation Email (or, where applicable, on the Distribution Partner’s designated online portal) at the time of sale and that, if forecast for the destination of the Covered Flight during the Eligibility Window as shown by the Weather Data Provider, make your Covered Flight eligible for the Rebooking Benefit. Forecasts published by other providers, including governmental agencies, local observations, airport weather reports or actual weather experienced at the destination are irrelevant to eligibility.

“Reasonable Efforts” means the degree of effort, diligence, and resources that a prudent provider of similar travel-related services would reasonably undertake under comparable circumstances. Reasonable Efforts do not require Provider to incur unreasonable expense or commence litigation, violate applicable law or airline policies, or take any action that would materially impair its business operations. For the avoidance of doubt, Reasonable Efforts do not require Provider to obtain seats unavailable through the applicable carrier or booking system, negotiate with airlines beyond ordinary customer-service channels, or guarantee that any particular alternative itinerary, carrier, departure time, routing, cabin class, or travel date will be available.

“Rebooking Benefit” means the benefit described in Section 3 — namely, Provider’s facilitation, using Reasonable Efforts, of the rebooking of your Covered Flight to alternative travel dates, subject to availability and to the rules described in these Service Terms and the Confirmation Email (or, where applicable, on the Distribution Partner’s designated online portal). The Rebooking Benefit is provided in kind and is not a cash payment.

“Service” means the Weather Protection Service, comprised of a weather-monitoring and rebooking-facilitation service as set forth herein.

“Service Fee” means the amount payable for the Service at the point of sale.

“Trip” means the journey of which the Covered Flight forms part.

“Weather Data Provider” means Meteoblue (accessible to you at [Meteoblue.com](https://www.meteoblue.com)), which Provider designates as its source of truth and as the sole and authoritative basis for determining whether the Qualifying Weather Conditions are forecast during the Eligibility Window. Provider reserves the right to update the designated Weather Data Provider from time to time.

2. The Service

The Service is designed to help you reduce the impact of adverse weather on your Trip by enabling you to move your flight to better dates before your Trip is affected. Under the Service, Provider shall:

- provide you with Qualifying Weather Conditions that would make your Covered Flight eligible for Rebooking Benefits;
- designate Weather Data Provider as the source of truth for the forecast at your destination, and send you reminders to check the forecast during the Eligibility Window; and
- if the Qualifying Weather Conditions are met during the Eligibility Window and you contact Provider to facilitate the Rebooking Benefit, Provider will use Reasonable Efforts to rebook your Covered Flight to alternative dates.

3. How the Service Works

3.1 Purchase. You purchase the Service through one of Provider’s Distribution Partners and pay the Service Fee.

3.2 Confirmation Email. Upon purchase of the Service, Provider (or its designated representative) will notify you via email of the Qualifying Weather Conditions, your Eligibility Window and the scope and limits of the Rebooking Benefit. Where applicable, this information may be provided on the Distribution Partner's designated online portal.

3.3 Eligibility for Rebooking Benefit. Your eligibility for the Rebooking Benefit is determined by comparing the Qualifying Weather Conditions against the forecast provided by Weather Data Provider for your destination during the Eligibility Window. Weather Data Provider is Provider's source of truth: it is publicly accessible to you and is the sole and authoritative basis for eligibility. You should check the forecast for your destination on Weather Data Provider's website during the Eligibility Window. Weather shown by any other source, including your own observations, other apps, or general media reports, does not establish eligibility for Rebooking Benefits.

3.4 The Rebooking Benefit

If you are eligible for the Rebooking Benefit Provider will use Reasonable Efforts to facilitate the rebooking of your Covered Flight to alternative travel dates. The Rebooking Benefit shall be:

- provided in kind — it is the facilitation of a rebooking, not a cash payment, voucher, or reimbursement;
- subject to inventory made available by the carriers of alternative flights and to the fare rules, routing rules, schedules, and policies of the operating carrier and any intermediary; and
- subject to the scope and limits stated in your Confirmation Email (or, where applicable, on the Distribution Partner's designated online portal). Amounts beyond those limits remain your responsibility.
- where a like-for-like Rebooking Benefit is not available, Provider will use Reasonable Efforts to offer the closest reasonable alternative. Provider does not guarantee any particular flight, route, time, cabin, or carrier.

3.5 One benefit per Trip; completion

The Service entitles you to the Rebooking Benefit once per Covered Flight. Once the Rebooking Benefit has been provided, or if you have declined the Rebooking Benefit or failed to act in accordance with Section 7, the Service is fully performed and rendered with respect to that Covered Flight and Provider's obligations are fully satisfied.

4. Conditions to the Service

In order to purchase the Service and be eligible for the Rebooking Benefit, you must satisfy and continue to satisfy each of the following. Provider may require reasonable evidence of compliance.

- (a) You have a valid underlying booking for the Covered Flight that has not been cancelled or refunded, and you have not misrepresented any fact in connection with that booking or your purchase of the Service.

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- (b) All information you provide to us or to the Distribution Partner — including passenger name, flight details, dates, and contact details — is accurate, truthful, and complete, and remains so. Inaccurate information (for example, an incorrect flight number, date, destination, or email address) may render the Service void and may prevent Provider (or its designated representative) from notifying you or delivering the Rebooking Benefit, and Provider is not responsible for the consequences of inaccurate information you provide.
 - (c) Your purchase and use of the Service comply with all applicable laws.
 - (d) You check your eligibility on Weather Data Provider's website during the Eligibility Window and cooperate with Provider, including by responding promptly to Provider's communications, providing any documentation Provider reasonably requests to verify your booking or eligibility, and following the steps described in Section 7 to receive the Rebooking Benefit.
 - (e) **Fraud, Misrepresentation, and Abuse.** You must not engage in any fraudulent, deceptive, abusive, or dishonest conduct in connection with your purchase or use of the Service, including by providing false or misleading information, manipulating bookings, attempting to obtain multiple Rebooking Benefits for the same Trip, creating duplicate or fictitious bookings, using automated means to abuse the Service, or otherwise attempting to obtain a benefit to which you are not entitled. Provider reserves the right to investigate any activity that it reasonably believes may involve fraud, abuse, misrepresentation, or a violation of these Service Terms. During the course of any investigation, Provider may request additional information or documentation, suspend processing of any request for a Rebooking Benefit, or delay performance of the Service until the investigation is completed. If Provider reasonably determines that fraud, abuse, or material misrepresentation has occurred, or that you have otherwise violated these Service Terms, Provider may deny or terminate the Service immediately, cancel any pending Rebooking Benefit, retain the Service Fee to the extent permitted by applicable law, recover the value of any improperly obtained benefit, and pursue any other remedies available at law or in equity. Provider may also share relevant information with the applicable Distribution Partner, airline, payment processor, law enforcement authorities, or other appropriate third parties where reasonably necessary to investigate or prevent fraud or to comply with applicable law.

5. Purchase, Service Fee, and Payment

- (a) The Service is offered and sold to you through the Distribution Partner at the point of sale of your travel booking. Your contract for the Service itself is with Provider; your contract for the underlying travel and for payment processing is with the Distribution Partner and/or its payment processor.
- (b) The Service Fee is the amount collected by the Distribution Partner (or its payment processor) at the time you pay for your booking, under the Distribution Partner's own terms and payment processes. Provider does not store your card or bank details.

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- (c) Each Service applies only to the Covered Flight associated with the booking under which it was purchased. If your itinerary comprises separately booked flights under different confirmations, a separate Service must be purchased for each booking confirmation.
 - (d) If you change or rebook your underlying itinerary outside the original booking, the Service does not automatically transfer to the new flights. You must ensure the Service maps to your actual Covered Flight and notify Provider before departure, failing which the Rebooking Benefit may not be available.

6. Changes, Cancellation, and Refunds

- (a) Before the Eligibility Window opens, the Service may be modified to reflect a permitted change to your Covered Flight, provided the change is communicated to Provider in time to take effect. Otherwise, the Service may not be modified.
- (b) Provider may decline to provide, or may cancel the Service at any time before you become eligible for the Rebooking Benefit — for example, where a booking cannot be verified or where Section 4 is not satisfied — in which case Provider will arrange a refund of the Service Fee actually paid, routed through the Distribution Partner.
- (c) Your right to cancel the Service and any entitlement to a refund of the Service Fee are governed exclusively by the terms and conditions of the Distribution Partner through whom you purchased the Service. Provider does not accept cancellation requests directly and is not responsible for processing refunds, which remains the responsibility of the Distribution Partner. Nothing in this subsection affects any non-waivable statutory rights under applicable law.
- (d) **EEA / UK consumers — statutory right of withdrawal.** If you are a consumer resident in the EEA or the United Kingdom, you have a statutory right to withdraw from the purchase of the Service within fourteen (14) days of the date of purchase. To exercise this right, you should contact the Distribution Partner through whom you purchased the Service in accordance with its terms. However, if the Eligibility Window for your Covered Flight begins within that 14-day period, you expressly request that Provider begin performance during the withdrawal period and acknowledge that, once the Service has been fully performed, you lose the right of withdrawal. If you withdraw after performance has begun but before it is complete you may be charged an amount proportionate to the service provided up to the point of withdrawal. Nothing in this subsection excludes or limits any non-waivable statutory rights you may have under applicable law.
- (e) If a payment for the Service is reversed, charged back, or disputed and not reinstated, the Service will be of no force or effect, and Provider will have no obligations in respect of it.

7. Checking Eligibility and Receiving the Rebooking Benefit

- (a) During the Eligibility Window, Provider will send you one or more reminders, using the contact details associated with your purchase, to check your eligibility on Weather Data Provider's website. It is your responsibility to check, during the Eligibility Window,

whether the Qualifying Weather Conditions are forecast for your destination, and to ensure your contact details are correct and monitored.

- (b) If the Qualifying Weather Conditions are met during the Eligibility Window, you may request the Rebooking Benefit by contacting Provider's customer service team during the Eligibility Window via email at support@weathermytrip.com.
- (c) Provider's customer service team will gather the information needed and propose potential alternative travel dates to you within twenty-four (24) hours of your request.
- (d) You have twenty-four (24) hours from the time Provider sends the proposed alternatives to accept or decline them. If you do not reply within that twenty-four (24) hour period, the proposed alternatives will be treated as declined. Because rebooking depends on live flight availability, TIME IS OF THE ESSENCE.
- (e) Where you accept proposed alternatives, Provider will use Reasonable Efforts to secure the rebooking, subject to Section 3.3, and you must complete any steps the carrier or intermediary requires to give it effect.
- (f) If you do not contact Provider during the Eligibility Window, decline the proposed alternatives, or do not reply within the twenty-four (24) hour period, the Rebooking Benefit will lapse and the Service will be treated as performed. Provider is not obliged to provide a cash alternative.

8. Limitations and Exclusions

The Service does not apply, and the Rebooking Benefit is not available, in the following circumstances:

- (a) More than one Service purchased for the same Covered Flight; any duplicate purchase is void and entitles you to no more than a single Rebooking Benefit.
- (b) Weather conditions not established by the Weather Data Provider for the location and Eligibility Window or conditions other than the Qualifying Weather Conditions.
- (c) Rebooking that cannot be completed due to your failure to act within the time frame provided in Paragraph 7.
- (d) Costs, losses, or elements of your Trip other than the rebooking of the Covered Flight — including accommodation, activities, other transport, consequential or incidental costs, taxes, or charges beyond the limits stated in the Confirmation Email (or, where applicable, on the Distribution Partner's designated online portal).
- (e) **Force Majeure.** Provider is not liable for any failure or delay in performing the Service that results from events beyond its reasonable control, including acts of God, natural events, epidemic or pandemic, war or civil unrest, strike or labor dispute, carrier insolvency or schedule disruption, air-traffic or airport restrictions, regulatory action, or failure of Weather Data Provider, telecommunications, internet, payment, or third-party data or booking systems.

9. Acknowledgements by You

You acknowledge and agree that:

- (a) the Service is not insurance, an insurance policy, an insurance contract, a financial derivative, a futures or options contract, a swap, or any other regulated financial product, and these Service Terms are not an offer to insure and do not take the place of insurance you have obtained or could obtain;
- (b) the Service does not indemnify you against, and does not pay any amount measured by, any loss, cost, expense, or damage; the benefit of the Service is the rebooking service provided in kind;
- (c) the Service is not a substitute for travel insurance; and
- (d) the benefits of the Service are personal to you, are not assignable or transferable (whether by operation of law, on death, or otherwise), and have no cash value.

10. Your Information, Privacy, and Communications

- (a) Provider processes personal data to provide the Service in accordance with its Privacy Policy, which forms part of these Service Terms and is available on Provider's website and the Distribution Partner's website. Depending on your location, processing is subject to applicable data-protection laws, including the EU/UK General Data Protection Regulation (GDPR).
- (b) To provide the Service, you authorize Provider to receive from, and exchange with, the Distribution Partner and relevant carriers and intermediaries the personal and booking data needed to monitor your Covered Flight, contact you, and facilitate the Rebooking Benefit. Provider shares only the data needed for these purposes and requires recipients to use it only to deliver the Service.
- (c) Where you purchased the Service through a Distribution Partner, you agree that Provider may share Service and eligibility-related information with that Distribution Partner in connection with your purchase and any Rebooking Benefit.
- (d) You consent to receive communications from Provider by electronic means in connection with the Service, and you agree that such electronic communications satisfy any legal requirement that they be in writing. This does not affect your non-waivable rights.

11. Third-Party Providers, Sellers, and Decisions

- (a) The Service relies on third parties, including the Weather Data Provider, carriers, intermediaries, the Distribution Partner, and payment processors. Provider is not responsible for the acts, omissions, availability, accuracy, or solvency of these third parties, or for any failure or disruption of their systems, whether or not foreseeable.

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- (b) All determinations regarding the Qualifying Weather Conditions, eligibility, and the Rebooking Benefit are made solely by Provider. The Distribution Partner and other third-party sellers have no authority over, and no influence on, those determinations.
- (c) You agree that each Distribution Partner and third-party seller of the Service is released and indemnified from any and all claims arising out of any determination made in connection with the Service, including any decision regarding eligibility or the Rebooking Benefit, and that any such claim lies, if at all, against Provider and not against the Distribution Partner.

12. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Provider does not warrant that weather forecasts or data are accurate or that any particular weather outcome will or will not occur, that alternative flights will be available, or that the Service will be uninterrupted or error-free. Weather forecasting is inherently uncertain.

Nothing in these Service Terms excludes or limits any liability that cannot be excluded or limited under applicable law, including, in some jurisdictions, liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or under non-waivable consumer-protection law.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER’S LIABILITY IS LIMITED AS SET FORTH BELOW.

(a) **Exclusion of Certain Damages.** In no event shall Provider or its affiliates, officers, directors, employees, agents, contractors, licensors, or suppliers be liable for any indirect, incidental, consequential, exemplary, punitive, special, or enhanced damages, or for any loss of profits, revenue, savings, goodwill, business opportunity, reputation, use, data, or business interruption, arising out of or relating to the Service or this Agreement, regardless of the legal theory asserted and even if Provider has been advised of the possibility of such damages.

(b) **Travel-Related Losses.** Without limiting the foregoing, Provider shall not be liable for any losses arising from or relating to:

- cancelled, delayed, diverted, or missed flights;
- airline schedule changes or operational decisions;
- denied boarding;

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- missed cruise departures, tours, hotel stays, events, or connecting transportation;
 - visa, passport, immigration, customs, or border-control issues;
 - baggage loss, damage, or delay;
 - weather conditions or inaccuracies in weather forecasts;
 - airport closures;
 - air traffic control restrictions;
 - strikes or labor disruptions;
 - carrier insolvency;
 - governmental actions;
 - force majeure events; or
 - the acts or omissions of any airline, airport, travel supplier, booking platform, Distribution Partner, payment processor, Weather Data Provider, or other third party.

(c) **No Guarantee of Rebooking.** Provider does not guarantee that an alternative flight, travel date, routing, carrier, airport, cabin class, seat, or itinerary will be available. Provider's sole obligation is to use Reasonable Efforts to facilitate an eligible Rebooking Benefit in accordance with this Agreement.

(d) **Third-Party Systems.** Provider is not responsible for the availability, functionality, accuracy, security, or performance of any third-party reservation system, airline reservation system, global distribution system (GDS), weather service, telecommunications network, internet service, payment system, or other third-party platform used in connection with the Service.

(e) **Maximum Liability.** To the fullest extent permitted by applicable law, Provider's total cumulative liability arising out of or relating to the Service or this Agreement shall not exceed the greater of:

(i) the Service Fee actually paid for the applicable Service; or

(ii) USD \$100.

This limitation applies in the aggregate to all claims, regardless of the number of claims or legal theories asserted.

(f) **Exclusive Remedy.** If Provider breaches this Agreement, your sole and exclusive remedy shall be recovery of the amount described in subsection (e), except where applicable law provides a non-waivable remedy.

(g) **Allocation of Risk.** You acknowledge that the Service Fee reflects the allocation of risk between the Parties. The limitations of liability contained in this Agreement are an essential basis

of the bargain and Provider would not offer the Service on the same terms without these limitations.

(h) **Consumer Rights.** Nothing in this Agreement excludes or limits liability that cannot legally be excluded or limited under applicable law, including liability for fraud, fraudulent misrepresentation, willful misconduct, or any other liability that cannot be limited by law.

(i) Provider shall have no liability for any decision made by a carrier or other travel supplier regarding the availability of flights, fare rules, ticket validity, schedule changes, refunds, exchanges, travel credits, ancillary services, or any other travel-related matter. All such decisions remain solely within the discretion of the applicable carrier or supplier.

14. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and hold harmless Provider and its affiliates, and their respective officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and reasonable expenses (including reasonable legal fees) arising out of or connected with your breach of these Service Terms, your misuse of the Service, or your violation of any law or the rights of any third party. This Section does not apply to the extent a loss arises from Provider's own breach, negligence, or willful misconduct, and does not limit your non-waivable consumer rights.

15. Modification or Termination of these Service Terms

- (a) To the fullest extent permitted by applicable law, Provider may modify these Service Terms from time to time. Provider will post the updated Service Terms with a revised date and, where required, provide notice by other reasonable means. Any Service you purchased before the effective date of a change will continue to be governed by the Service Terms in effect at the time of your purchase.
- (b) If Provider terminates the Service, it will continue to honor Services already purchased and will process any Rebooking Benefit to which you have already become eligible; where termination takes effect before your Eligibility Window opens, Provider will arrange a refund of the Service Fee actually paid.
- (c) **Regulatory protection.** Provider additionally reserves the right to modify, suspend, or terminate the Service, generally or in any jurisdiction, if (a) it reasonably believes that continued operation could create a regulatory risk; or (b) a governmental, regulatory, or judicial authority determines or asserts that the Service constitutes insurance, an insurance contract or service, a financial derivative, or any other regulated product; or (c) Provider would be required to obtain a license, authorization, or permit to continue operations; or (d) continuing to provide the Service would violate applicable law.

16. Class-Action and Jury-Trial Waiver

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- 16.1 **Individual Claims Only.** To the fullest extent permitted by applicable law, all disputes arising out of or relating to this Agreement or Service must be brought by you on an individual basis only. You may not bring or participate in any class, collective, consolidated, coordinated or representative action or proceeding against Provider and you waive any right to do so. Provider will likewise not bring a class or representative action against you.
- 16.2 **Jury Trial Waiver.** To the fullest extent permitted by applicable law, each Party waives any right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or Service.

17. Governing Law and Jurisdiction

- 17.1 Before commencing any formal legal proceedings, the parties agree to attempt in good faith to resolve any dispute by contacting Provider at legal@weathermytrip.com and allowing Provider thirty (30) days to respond and attempt resolution.
- 17.2 This Agreement and all claims arising from the relationship of the Parties contemplated herein, whether or not arising directly under this Agreement, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of laws provisions.
- 17.3 Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the Federal or State courts of appropriate jurisdiction sitting in New York County, New York, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

18. General Provisions

- (a) Entire agreement. These Service Terms, together with Provider's Privacy Policy, are the entire agreement between you and Provider regarding the Service and supersede any prior understanding regarding it.
- (b) Assignment. You may not assign or transfer these Service Terms or the Service. Provider may assign or transfer them, in whole or in part, without restriction, on notice.
- (c) Severability. If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions remain in full force.
- (d) No waiver. Failure to enforce any provision is not a waiver of it.
- (e) Third-party rights. Except for the indemnified Distribution Partners and third-party sellers referred to in Section 11 (who may rely on that Section), no person other than you and us has any right to enforce these Service Terms.

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- (f) Notices. Provider may give you notice by email to the address associated with your purchase or by posting on Provider's website; such notice is effective when sent or posted.
 - (g) Language. These Service Terms may be provided in translation for convenience; in the event of any conflict, the English version prevails to the extent permitted by applicable law.
 - (h) Headings. Headings are for convenience only and do not affect interpretation.

19. Contact Us

Questions about the Service or these Service Terms, and any legal or arbitration notices, should be sent to:

WEATHER MY TRIP LLC

Customer support: support@weathermytrip.com

Legal / notices: legal@weathermytrip.com

Registered office: 10 East 39th Street, Suite 402, New York, NY 10016, USA
