

# TERMS OF SERVICE

*Weather My Trip LLC*

*Last updated: May 4, 2026*

Please read these Terms of Service (“Terms”) carefully. They govern your access to and use of the website, products, and services offered by Weather My Trip LLC (“Company,” “we,” “us,” or “our”), including the website at <https://weathermytrip.com> (the “Website”) and the Weather My Trip product (collectively, the “Services”). By accessing or using the Services, you (“you” or the “User”) agree to be bound by these Terms. If you do not agree, do not use the Services.

**Important notice.** These Terms include an **arbitration agreement** and a **class-action waiver** that, with limited exceptions, require you to submit claims you have against us to binding and final arbitration on an individual basis. See Section 14 (“Dispute Resolution”).

## 1. About the Services

Weather My Trip is a travel-tech product that offers parametric, weather-contingent trip-rebooking benefits as an ancillary product distributed through our partners (such as airlines, online travel agencies, and other resellers — each, a “Distribution Partner”).

**Not insurance.** The Services are **not** an insurance product. The Services do not indemnify you against loss; instead, they entitle you to a defined rebooking benefit if specified, objectively measurable weather conditions occur during a defined eligibility window for your trip, on the terms set out in the applicable service description and these Terms.

## 2. Eligibility

To use the Services, you must:

- be at least 18 years of age and have the legal capacity to enter into a binding contract;
- provide accurate, current, and complete information when requested; and
- comply with all applicable laws and these Terms.

The Services are not directed to children under 18, and we do not knowingly contract with minors.

## 3. Distribution Through Partners

In most cases, you will purchase the Services through a Distribution Partner as an ancillary product alongside a flight, hotel, or package booking. In those cases:

- the contract for the Services is between you and Weather My Trip LLC, and these Terms apply to your use of the Services;

- the Distribution Partner's own terms and conditions, privacy notice, and refund policy apply to the underlying travel booking and the purchase transaction; and
- we are not responsible for the Distribution Partner's services, omissions, or breaches.

## 4. How the Services Work

**Eligibility window.** Each instance of the Services is associated with a specific trip and a defined eligibility window (e.g., a date range, a specific destination, and a defined set of weather conditions). The eligibility window and conditions are described at the point of purchase and in your confirmation.

**Trigger.** If the defined weather conditions occur during the eligibility window, as determined by our designated weather data provider(s), the rebooking benefit is triggered.

**Benefit.** Where the benefit is triggered, we will use commercially reasonable efforts to provide a rebooking option within the parameters described at the point of purchase, subject to availability and applicable carrier or supplier rules.

**Single use.** Unless otherwise specified, each purchase entitles you to one (1) benefit per trip.

**Authoritative data sources.** The occurrence of the trigger condition is determined solely by reference to the data provided by our designated weather data provider(s) for the relevant location and time, as more fully described in our service description. Independent observations or third-party reports do not, by themselves, establish a trigger.

## 5. Fees, Payment, and Refunds

Where you purchase the Services directly from us, the price is displayed at the point of purchase and is payable in the currency indicated. Where you purchase the Services through a Distribution Partner, payment is collected by the Distribution Partner under its own terms.

**Refunds.** Except where required by applicable law (including any statutory right of withdrawal for consumers in the EU/UK), the Services are non-refundable once the eligibility window has commenced. Refund requests should be addressed to the party from whom you purchased the Services.

**Taxes.** Prices may be exclusive of applicable taxes, levies, or duties, which will be added where required by law.

## 6. Your Account and Communications

Where you create an account on the Website, you are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use.

By using the Services, you consent to receive service-related communications from us by email and (where you provide a phone number) SMS, including notifications about your eligibility window, weather alerts, benefit triggers, and rebooking instructions. You may opt out of marketing communications at any time as described in our Privacy Policy. Standard message and data rates may apply to SMS.

## **7. Acceptable Use**

You agree not to:

- use the Services for any unlawful, fraudulent, or deceptive purpose;
- provide false, misleading, or incomplete information, including in connection with a benefit claim;
- attempt to interfere with, disrupt, or gain unauthorized access to the Services or related systems;
- use any robot, scraper, or other automated means to access the Services, except for legitimate search-engine indexing;
- reverse-engineer, decompile, or disassemble any portion of the Services, except where such restriction is prohibited by applicable law;
- resell, sublicense, or commercially exploit the Services without our prior written consent; or
- infringe or violate the intellectual property, privacy, or other rights of any person.

## **8. Intellectual Property**

The Services, including all software, content, designs, logos, and trademarks (including “Weather My Trip”), are owned by us or our licensors and are protected by intellectual-property laws. Subject to your compliance with these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to use the Services for your personal, non-commercial purposes. All rights not expressly granted are reserved.

## **9. Third-Party Services and Data**

The Services rely on data and services provided by third parties, including weather data providers, communications providers, payment processors, and travel suppliers. We are not responsible for the acts or omissions of any third party, the accuracy or availability of third-party data, or any third-party terms applicable to your underlying travel booking.

## **10. Service Availability and Changes**

We strive to keep the Services available, but we do not guarantee uninterrupted, error-free, or fault-free operation. We may modify, suspend, or discontinue any part of the Services at any time, with or without notice, and we may impose limits on certain features or restrict your access to parts or all of the Services without notice or liability.

## **11. Disclaimers**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT WEATHER DATA OR FORECASTS WILL BE ACCURATE.

Some jurisdictions do not allow the exclusion of certain warranties; in those jurisdictions, the foregoing exclusions apply only to the maximum extent permitted by law.

## **12. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WEATHER MY TRIP LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (USD 100).

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law (including, where applicable, liability for death, personal injury, or fraud).

## **13. Indemnification**

To the maximum extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Weather My Trip LLC and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including

reasonable attorneys' fees) arising out of or in connection with: (a) your breach of these Terms; (b) your misuse of the Services; or (c) your violation of any law or third-party right.

## **14. Dispute Resolution; Arbitration; Class-Action Waiver**

Please read this Section 14 carefully. It affects rights you may otherwise have and limits how disputes between you and us may be resolved.

**Informal resolution.** Before filing any formal proceeding, you agree to first contact us at [legal@weathermytrip.com](mailto:legal@weathermytrip.com) and attempt to resolve the dispute informally. We will attempt to resolve the dispute by contacting you. If the dispute is not resolved within sixty (60) days, either party may proceed as set out below.

**Binding arbitration.** Any dispute, claim, or controversy arising out of or relating to these Terms or the Services that is not resolved informally shall be resolved by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures (or, for consumers, its Streamlined Rules), in the State of Delaware, United States, in the English language. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

**Class-action waiver.** YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate more than one person's claims and may not preside over any form of class proceeding.

**Exceptions.** Either party may bring an individual action in small-claims court for disputes within that court's jurisdiction, and either party may seek injunctive or equitable relief in court for the protection of intellectual-property rights.

**Consumers in the EU/UK.** If you are a consumer resident in the European Union or the United Kingdom, the arbitration provisions above do not deprive you of the protection of the mandatory provisions of the law of the country in which you reside. You may also have a right to bring proceedings in the courts of your country of residence.

## **15. Governing Law**

These Terms and any dispute arising out of or in connection with them are governed by the laws of the State of Delaware, United States, without regard to its conflict-of-laws principles, except as otherwise required by mandatory law of the country in which a consumer resides.

## **16. Termination**

We may suspend or terminate your access to the Services at any time, with or without notice, if we believe you have violated these Terms or applicable law, or for any other reason in our reasonable discretion. Upon termination, your right to use the Services ceases immediately. Sections that by their nature should survive termination (including Sections 8, 11–15, 17, and 18) will survive.

## 17. Changes to These Terms

We may update these Terms from time to time. The updated version will be indicated by an updated “Last updated” date and will be effective upon posting, except for material changes, which (where required by applicable law) will be effective thirty (30) days after notice. Your continued use of the Services after the effective date constitutes your acceptance of the revised Terms. If you do not agree, you must stop using the Services.

## 18. Miscellaneous

**Entire agreement.** These Terms, together with our Privacy Policy, Cookie Policy, and any service-specific terms presented to you at the point of purchase, constitute the entire agreement between you and us regarding the Services and supersede any prior agreements on the subject matter.

**Severability.** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

**No waiver.** Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

**Assignment.** You may not assign or transfer these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, sale of assets, or by operation of law.

**Force majeure.** We are not liable for any failure or delay in performance caused by circumstances beyond our reasonable control, including acts of God, war, terrorism, civil unrest, labor disputes, government action, network or infrastructure failures, or extreme weather events.

**Notices.** We may provide notices to you by email or by posting on the Website. You may provide notices to us at [legal@weathermytrip.com](mailto:legal@weathermytrip.com).

**Language.** These Terms are made available in English. Where we provide a translation, the English version controls in the event of any conflict, except where required otherwise by applicable law.

## **19. Contact**

If you have any questions about these Terms, please contact us at:

### **Weather My Trip LLC**

Attn: Legal

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

Email: [legal@weathermytrip.com](mailto:legal@weathermytrip.com)

— *End of Terms of Service* —