April 24, 2025

General Terms and Conditions for Meteonorm Web App and API

1 Scope of Application

These General Terms and Conditions apply to the use of the Meteonorm API and the Meteonorm Web App by customers (hereinafter "User") of Meteotest AG, Fabrikstrasse 14, CH-3012 Bern, Switzerland (hereinafter "Meteotest").

With the purchase, the User expressly confirms acceptance of these General Terms and Conditions. The General Terms and Conditions also apply outside of a contractual relationship, specifically for free test access.

These General Terms and Conditions apply in their currently valid version at the time the contract is concluded. Meteotest AG reserves the right to adapt these General Terms and Conditions at any time. Users will be informed of significant changes in a timely manner via e-mail. Unless explicit consent is required, the updated General Terms and Conditions are deemed accepted if the use of the web application is not objected to within 14 days after the changes come into effect. In the event of an objection, Meteotest AG may terminate the contractual relationship with ordinary notice.

In case of contradictions between these General Terms and Conditions and individual agreements, the latter shall prevail.

Conflicting, deviating, or supplementary general terms and conditions of the User shall not become part of the contract unless they are submitted to the provider in written form and the provider expressly agrees to their validity.

2 Rights of Use

API License:

- Integration of Meteonorm data into applications operated by the User is permitted. The User's annual turnover with applications in which the Meteonorm API (all endpoints) is integrated must be below CHF 24,000. Otherwise, a separate contract is required ([Request for Custom Contract](#)).

- The API and the data may neither be made accessible to third parties nor sold. A separate contract is required for the resale or transfer of data ([Request for Custom Contract](#)).

Web App License:

- Manual operation for generating, displaying, and downloading Meteonorm data by a permanently assigned User is permitted.

- The following are not permitted:

  – Automated queries

  – Directly providing the data to third parties

  – Indirectly making accessible or distributing the data by making products based on it available to third parties (e.g., via an application).

- Providing data generated with the software to third parties is permissible only if it is directly related to the processing of a single, specific third-party order placed with the User. Example of permissible reuse of data: Inclusion of specifically generated data for documenting an assessment for a client of the User.

Meteonorm contains modules developed within the scope of the European Commission's research project IST 1999 12245 "SoDa". Meteotest has the right to use these modules within Meteonorm. Co-author of the UV algorithms is: UMIST, Department of Physics, Manchester, UK. Co-author of the temperature model is: ENTPE, Lyon, F. Meteonorm contains modules developed within the scope of the research project "PUCS". This project was funded by the EU's H2020 research program (Grant Agreement No. 73004).

If data, content, or information protected by copyright is accessed via the Meteonorm API or Web App, Meteotest grants the User a simple, non-exclusive, non-transferable, and revocable right of use for the intended purpose. Any further use – in particular reproduction, distribution, processing, or making the accessed content publicly available – requires the prior written consent of Meteotest. The source must be indicated in the following form for any use of the content: "Meteonorm". The source citation must be placed clearly and legibly in every display of the data or content.

Use of the API and the web application is exclusively reserved for the registered holder of the user profile. The User is expressly prohibited from passing on their access data, particularly username and password, to third parties.

The customer is obliged to provide correct personal data when registering on the platform. In the case of obviously fictitious information, Meteotest reserves the right to block access to the API or Web App. Meteotest and the User are obliged to keep access data and passwords secret and to prevent unauthorized use by third parties. No employee of Meteotest will ask the User to disclose their password. Should the User nevertheless receive such a request, it is likely a phishing attack. In such a case, Meteotest requests notification.

3 Contract Conclusion, Contract Duration, Termination, and Payment Terms

For intended use of the API in applications with an annual turnover of up to CHF 24,000 or for intended use of the Web App, Meteotest provides an online ordering process. In this case, the User provides the required information and concludes the usage contract by submitting the order by clicking the "Pay" button after completing the online order process. After submitting the order, the customer receives an order confirmation via e-mail to the e-mail address they provided. This order confirmation constitutes the acceptance of the contract by the provider.

For intended use of the API by a User in applications with an annual turnover of more than CHF 24,000 or in other cases for which no online ordering is offered, an individual order request must be sent to Meteotest sales (Request for Custom Contract).

API:

- API use occurs either under an annual subscription with the included tokens or through tokens purchased in a bundle.

- The subscription and tokens are activated on the date payment is received.

- The subscription renews automatically unless it is cancelled online in the customer account before expiration. The User will be informed 30 days before the subscription expires. Payment is made by credit card. Payment must be received by the end of the subscription period; otherwise, access to the API will be blocked.

- Tokens acquired as part of a bundle are **valid for four years** from the date they are made available, unless a different period is explicitly stated in the offer. Unused tokens within this period expire without replacement. A refund or transfer to a new subscription period is excluded. It is the User's responsibility to use the provided tokens within the validity period.

Web App:

- Web App use occurs under an annual subscription.

- The subscription and tokens are activated on the date payment is received.

- The subscription renews automatically unless it is cancelled online in the customer account before expiration. The User will be informed 30 days before the subscription expires. Payment is made by credit card. Payment must be received by the end of the subscription period; otherwise, access to the Web App will be blocked.

- The subscription includes a quota of Historic queries (historical time series). This quota expires at the end of the subscription period.

- Individual Historic queries can be purchased additionally. These expire after four years. An active Web App subscription is required for their use.

- For teams with multiple users or subscriptions, the included Historic queries are pooled across the team. Historic queries are deducted from the quota of the oldest subscription in the team that still has remaining Historic queries.

Contract conclusion and payment are made online and by credit card. For a deviating payment process involving bank transfer, a processing fee of CHF 50 will be charged.

In the event of termination by the User, the contract continues until the end of the subscription period. After the end of the subscription period, the customer loses access to the API or Web App. No payments already made for subscriptions or tokens will be refunded, either in whole or in part.

Meteotest may make price adjustments at any time. Existing customers will be informed thereof via e-mail. Price adjustments take effect upon the next subscription renewal or the next token purchase.

All prices are in CHF, exclusive of value-added tax (VAT). In Switzerland, the applicable VAT will be charged. Outside Switzerland, the reverse charge mechanism applies, meaning VAT is owed by the recipient of the service, not the provider.

4   Liability and Warranty

Meteotest is liable, regardless of the legal grounds, only for damages caused by Meteotest through gross negligence or intent and which fall within its area of responsibility. Liability for slight negligence is expressly excluded. The provider is not liable for damage caused by an authorized auxiliary person or by a sub-contractor selected and instructed with due care in the performance of their duties. Liability for indirect and consequential damages is excluded to the extent permitted by law. The provider particularly excludes any liability and warranty for the compatibility of the provided systems with the end devices or computer programs used by the customer, or due to incomplete/interrupted transmission of data via third-party data transmission systems, and for other third-party services.

Meteotest strives for high availability of the API and Web App. However, it specifically provides no guarantee that the API or Web App will be accessible without interruption, that a connection to the servers can always be established, or that data stored in the systems will remain stored under all circumstances. Meteotest operates the services on cloud services designed for at least 99.9% availability. The API and Web App are automatically monitored by Meteotest so that disruptions can be detected early. Upon detecting a disruption, Meteotest takes all appropriate measures on a best-effort basis during Swiss office hours to rectify technical defects within a reasonable period. Meteotest's responsibility extends only to the handover point of the systems it operates to the internet, but not to the customer's systems and data transmission lines beyond the handover point.

Meteotest relies heavily on external measurement data as well as calculation algorithms and models for its services. The corresponding suppliers, sources, and methods are carefully evaluated and checked for plausibility. However, the completeness, correctness, and timeliness of the content cannot be guaranteed. The

customer must take this into account when using the provided data. Meteotest disclaims all liability and warranty for this.

5 System Changes

Meteotest is entitled to make technical changes to the system at any time. Meteotest will inform the User about planned changes to the technical framework conditions if these will impact the agreed services.

6 Data Protection

The User is informed that Meteotest collects, processes, and uses personal data of the Users, such as login data and usage data, within the scope of the purpose of the contractual relationship. This use of personal data by Meteotest is a mandatory prerequisite for the functioning of the provided API and Web App. All personal data is treated confidentially. Furthermore, we refer to the [Privacy Policy](#), which constitutes an integral part of these General Terms and Conditions.

7 Final Provisions

Should individual provisions of these General Terms and Conditions or the contract be or become invalid or incomplete, the validity of the other provisions shall not be affected thereby. In such cases, the invalid or incomplete provision shall be replaced by a permissible, valid provision that comes closest in content to the original intention.

Meteotest may terminate the contract without notice if the user breaches essential contractual provisions. In the event that the user causes damage to the service intentionally, through gross negligence, or through slight negligence, the user shall be liable to Meteotest for compensation.

Swiss law shall apply. The place of jurisdiction is Bern, Switzerland.