

legal notice

TFA Dostmann GmbH & Co. KG

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Registered office: Wertheim

Court of registration: Mannheim

Commercial Register number: HRA 570186

VAT number: DE 146587461

Personally liable partner: Dostmann GmbH

Registered office: Wertheim

Court of registration: Mannheim

Commercial Register number: HRB 570037

Managing Directors: Axel Dostmann, Heinz Dostmann

General terms and conditions / Data Privacy Statement

For the use of the Myweatherbox App or use of the myweatherbox.de website

Data protection

Data protection is important to us which is why we want to inform you below about how your data is dealt with. Collection, storage and usage of data is subject to the statutory provisions. We treat your data as confidential. You can use the service anonymously by entering your email address.

Insofar as we collect personal data from you within the context of your usage of our services (email addresses and stored measurement data) this shall always be done on a voluntary basis and shall only be done with your express consent. We will not pass or sell this data onto third parties without your express consent. You are entitled to free information about your stored personal data at any time and the right to rectification, blocking or deletion of the data. Please also use the above-mentioned address with the heading "Data protection Myweatherbox".

Contract provisions for the use of Myweatherbox services:

By accepting our General Terms and Conditions you enter into a contract with TFA Dostmann GmbH & Co.KG, Zum Ottersberg 12, 97877 Wertheim.

Please read this text carefully. Without your acceptance the contract will not be concluded and you may not use this service.

1. Object of the Agreement

The object of the agreement is the use of the Myweatherbox services for Smartphone (App) or PC (web application). The use of the service is free of charge for you.

In order that you can collect local weather data with the Myweatherbox, you will require the appropriate hardware for Myweatherbox.

2. Duration of the contract.

The contract shall enter into force with acceptance of these conditions and shall run for an indefinite period. You may terminate the contract at any time. The contract is terminated by uninstalling the app or the web service or by you sending a registered letter to the above-mentioned address.

TFA may terminate the contract without notice in the event that you culpably and severely violate the conditions of this contract, in the event that legal conditions request the termination of the service, in particular if access is blocked by governments or the maintenance of the service is not commercially justifiable. The evaluation thereof shall be made at TFA's discretion. The service or parts thereof may be amended or adjusted, particularly if associated companies who are involved in the creation of the service are no longer able to contribute.

3. Contractual content

During the contract period we provide you with non-exclusive use of the app or the web service. This contract is not transferable. You can put weather data in our cloud service with the associated Myweatherbox hardware and then look at this data, download it or share it with friends and if desired make it visible to others on the Myweatherbox card. We guarantee that your data will be stored for at least 3 months and shall be available to you and the app and the web service shall be available for you to use at least 12 months after downloading the app.

4. Restrictions

You may not amend the app, sell on the measured data for commercial purposes, sub-lease or license on the app or the web service. The app and the web service are not suitable for monitoring temperatures of living creatures, expensive systems or capital goods or for alerting the public to weather-related hazards. Instead it was developed for the aspiring hobby meteorologist, who would just like to retrieve local weather data from a cloud service for their own private use. We reject any claims for damages arising from improper use. We also accept no liability for the loss of downloaded data.

We shall not be liable for incorrect or incomplete transfers of data or interruptions to the supply of data. This shall not apply if we are responsible for it.

5. Right to cancel

You have the right to withdraw from this contract within 14 days without stating any reasons for doing so. You must also communicate your decision to withdraw from this contract to us by means of a clear statement by email, telephone or post.

6. Applicable law and place of jurisdiction

The contract is governed by German law. If the user is a businessman or a legal entity under public law and the place of jurisdiction is Wertheim/Mosbach; we shall also be authorised in this case to call up the competent court for the registered office of the user.

As at 14.09.2015