

Terms of Service

These Terms of Service ("Terms") govern your access to and use of the StormCloud Intel platform, including any related websites, applications, APIs, and services (collectively, the "Service"), provided by **StormCloud Intel LLC**, a Michigan limited liability company ("StormCloud Intel," "we," "our," or "us"). By accessing or using the Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree, do not use the Service.

1. Eligibility

You must be at least eighteen (18) years of age and have the legal capacity to enter into a binding contract to use the Service. By using the Service, you represent and warrant that you meet these requirements.

2. The Service

StormCloud Intel provides a platform for mapping, analyzing, and visualizing publicly broadcast wireless signal data — including Wi-Fi, Bluetooth, and related telemetry — for research, diagnostics, and situational awareness. Features, functionality, and availability of the Service may change at our sole discretion.

3. Accounts

Certain features of the Service require an account. You agree to provide accurate and complete information when registering, to keep your credentials confidential, and to be responsible for all activity that occurs under your account. You agree to notify us immediately of any unauthorized access. StormCloud Intel is not liable for any loss or damage arising from your failure to safeguard your credentials.

4. Acceptable Use

You agree not to:

- Use the Service to intercept, decode, or capture the content of private communications.
- Track, surveil, harass, stalk, or otherwise harm any individual, including in any manner that requires consent under applicable law without obtaining that consent.
- Violate any federal, state, or local law — including wiretapping, computer-fraud, privacy, and data-protection laws.
- Violate any export-control or economic-sanctions law of the United States or any other applicable jurisdiction.
- Attempt to gain unauthorized access to the Service, to other users' accounts, or to any system or network connected to the Service.

- Interfere with, disrupt, overload, or attempt to circumvent any security or rate-limiting mechanism of the Service.
- Resell, sublicense, or commercially exploit the Service without our prior written consent.
- Reverse engineer, decompile, or disassemble any portion of the Service, except to the extent expressly permitted by applicable law.
- Use the Service to develop a competing product or service.

You are solely responsible for ensuring that your use of the Service complies with all applicable laws.

5. User Data

You retain all rights to the data you collect, upload, or transmit through the Service ("User Data"). By submitting User Data, you grant StormCloud Intel a non-exclusive, worldwide, royalty-free license to host, store, process, transmit, and display that User Data solely as necessary to operate, maintain, secure, and improve the Service. You represent and warrant that you have all rights necessary to submit User Data and to grant this license.

6. Subscription, Fees, and Payment

Certain features of the Service require a paid subscription. Subscription fees are billed in advance through our third-party payment processor at the rate then in effect. By providing payment information, you authorize StormCloud Intel and its payment processor to charge applicable fees, including taxes. Fees are non-refundable except as required by law. We may change pricing at any time; material changes will be communicated through the Service or by email and will take effect at the start of your next billing cycle. Failure to pay any fee may result in suspension or termination of your access.

7. License

Subject to your compliance with these Terms, StormCloud Intel grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service for its intended purpose. This license terminates automatically upon any breach of these Terms or termination of your account.

8. Device and Application Software

The Service includes software that we make available for you to download, install, and run on hardware you own or control — including the StormCloud Android application and firmware images for compatible ESP32-based sensor devices (collectively, "Device Software"). This Section governs the Device Software and applies in addition to the other provisions of these Terms.

Subject to your compliance with these Terms and payment of any applicable fees, StormCloud Intel grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install

and run the Device Software on devices you own or control, solely for use with the Service and for its intended purpose. The Device Software is licensed, not sold. No title to or ownership of the Device Software transfers to you, and StormCloud Intel and its licensors reserve all rights not expressly granted in these Terms.

Except to the extent expressly permitted by applicable law or by the license governing a third-party component, you may not:

- Copy, mirror, host, publish, or otherwise redistribute the Device Software, in whole or in part, to any third party.
- Sell, rent, lease, lend, or transfer the Device Software, or use it to provide services to any third party on a service-bureau or timesharing basis.
- Modify, adapt, translate, or create derivative works of the Device Software.
- Reverse engineer, decompile, or disassemble the Device Software, or attempt to derive its source code.
- Remove, obscure, or alter any copyright, trademark, or other proprietary notice contained in or displayed by the Device Software.
- Circumvent or disable any authentication, licensing, update, or security mechanism of the Device Software, including any device API key or other credential.
- Install or operate the Device Software on hardware you do not own or control.

We may from time to time make updates, patches, bug fixes, or new versions of the Device Software available, and may deliver them automatically. We are under no obligation to provide updates or to support, maintain, or continue to operate any prior version, and older versions may cease to interoperate with the Service without notice.

The Device Software may incorporate third-party and open-source components licensed under their own terms. Those terms govern your use of the applicable components and control to the extent they conflict with this Section, and nothing in these Terms — including Section 9 (Intellectual Property) — is intended to assert ownership of, or to restrict any right you hold in, those components. A list of the third-party components included in a given release, together with their applicable licenses, is available on request at support@stormcloudintel.com.

Sensor firmware operates radio hardware. You are solely responsible for ensuring that any device on which you install the Device Software is operated in compliance with all applicable radio-frequency, spectrum, equipment-authorization, and telecommunications laws and regulations in your jurisdiction — including, in the United States, the rules of the Federal Communications Commission. StormCloud Intel makes no representation that any device on which you install the Device Software is certified, authorized, or lawful to operate in any particular jurisdiction or configuration, and providing firmware to you does not convey any equipment authorization.



Installing or flashing Device Software carries inherent risk. You assume all risk arising from its installation and use, including without limitation loss of data, voiding of a hardware warranty, and rendering a device partially or permanently inoperable. The Device Software is provided "AS IS" and without warranty of any kind in accordance with Section 11 (Disclaimer of Warranties).

Your license to the Device Software terminates automatically upon any breach of these Terms or termination of your account. Upon termination you must immediately cease all use of the Device Software and delete or remove all copies in your possession or control. Device Software that depends on the Service may cease to function upon termination.

9. Intellectual Property

All right, title, and interest in and to the Service — including its software, design, trademarks, logos, and content (excluding User Data) — are and shall remain the exclusive property of StormCloud Intel and its licensors. Nothing in these Terms grants you any right, title, or license to any StormCloud Intel trademark, trade name, or trade dress. Any feedback, suggestions, or ideas you provide regarding the Service may be used by StormCloud Intel without obligation or compensation to you.

10. Third-Party Services

The Service integrates with third-party services for authentication, payment processing, cloud storage, mapping, and related functionality. Your use of those services is subject to their respective terms and privacy policies. StormCloud Intel is not responsible for, and disclaims all liability arising from, the availability, accuracy, security, or performance of third-party services.

11. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ACCURACY. STORMCLOUD INTEL DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DATA OR ANALYSIS PROVIDED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, OR COMPLETE. ANY DATA OR OUTPUT FROM THE SERVICE IS PROVIDED FOR RESEARCH PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL, SECURITY, INVESTIGATIVE, ENGINEERING, OR OTHER PROFESSIONAL ADVICE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, STORMCLOUD INTEL AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES — INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE,

DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES — ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STORMCLOUD INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL STORMCLOUD INTEL'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE EXCEED THE GREATER OF (A) THE AMOUNT YOU PAID STORMCLOUD INTEL IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

13. Indemnification

You agree to defend, indemnify, and hold harmless StormCloud Intel and its members, managers, officers, employees, contractors, and affiliates from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) your access to or use of the Service; (b) your violation of these Terms or any applicable law; (c) your violation of any third-party right, including any privacy, intellectual property, or contractual right; or (d) any data you collect, transmit, or store through the Service.

14. Termination

You may stop using the Service at any time. We may suspend or terminate your access to the Service at any time, with or without notice, for any reason — including, without limitation, breach of these Terms, nonpayment, or activity that creates risk or potential legal exposure for us or for other users. Upon termination, your right to use the Service will immediately cease. Sections that by their nature should survive termination — including Sections 5, 8, 9, 11, 12, 13, 15, 16, and 17 — shall survive.

15. Governing Law

These Terms are governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16. Dispute Resolution and Venue

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service shall be brought exclusively in the state or federal courts of competent jurisdiction located in the State of Michigan, and you and StormCloud Intel irrevocably consent to personal jurisdiction and venue in those courts. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

17. No Class Actions

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY CLAIM AGAINST STORMCLOUD INTEL WILL BE BROUGHT ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

18. Modifications to These Terms

We may revise these Terms from time to time at our sole discretion. Material changes will be communicated through the Service or by email. The "Last updated" date above reflects the most recent revision. Continued use of the Service after a revision takes effect constitutes acceptance of the revised Terms.

19. Force Majeure

StormCloud Intel shall not be liable for any failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including without limitation acts of God, war, terrorism, civil disturbance, labor disputes, internet or telecommunications outages, third-party service failures, or governmental action.

20. Assignment

You may not assign or transfer these Terms or any rights or obligations hereunder, by operation of law or otherwise, without our prior written consent. We may assign these Terms freely, in whole or in part, including in connection with a merger, acquisition, or sale of assets.

21. Notices

StormCloud Intel may provide notices to you through the Service or to the email address associated with your account. You agree that any such notice satisfies any legal requirement that notice be in writing.

22. Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

23. Entire Agreement

These Terms, together with the Privacy Policy and any additional terms that apply to specific features of the Service, constitute the entire agreement between you and StormCloud Intel regarding the Service and supersede any prior or contemporaneous agreements, understandings, or



communications.

24. Contact

Questions about these Terms? Contact us at support@stormcloudintel.com.

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