

Pickleball Forecast

Terms of Use

Effective Date: July 9, 2026

1. Agreement to These Terms

These Terms of Use (the "Terms") govern your access to and use of Pickleball Forecast, including any related mobile application features, subscriptions, content, forecasts, weather ratings, notifications, shared forecast cards, and related services (collectively, the "App").

The App is provided by Glinberg Robotics ("we," "us," or "our"). By downloading, accessing, purchasing, subscribing to, or using the App, you agree to these Terms. If you do not agree, do not use the App.

If you download the App from the Apple App Store, your use of the App is also subject to Apple's Licensed Application End User License Agreement (the "Apple Standard EULA"), unless a separate custom license is provided through App Store Connect. To the extent these Terms conflict with the Apple Standard EULA, the more restrictive terms may apply as permitted by applicable law.

Apple Standard EULA: <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>

2. What the App Does

Pickleball Forecast helps users evaluate weather conditions for outdoor pickleball. The App may present weather information, hourly and daily forecast data, color-coded pickleball ratings, playing condition summaries, and customizable preferences that help users decide when outdoor play may be more or less comfortable.

The App is for informational and planning purposes only. Weather conditions can change quickly. You are responsible for using your own judgment before playing outdoors.

3. Weather, Safety, and Forecast Disclaimers

The App does not guarantee that weather conditions will be safe, playable, accurate, or suitable for any specific person, location, court, match, event, or activity. Conditions such as heat, cold, wind, lightning, rain, wet courts, air quality, darkness, and other hazards may create risks even when the App displays favorable ratings.

You should always check local conditions, court conditions, official weather alerts, lightning warnings, and your own physical condition before playing. Do not rely on the App as your sole source of safety information.

The App is not a medical, emergency, public safety, or severe weather alert service. If you need emergency information, use official government, weather, or emergency services.

4. Eligibility

You may use the App only if you are legally able to enter into these Terms. If you are under the age required to consent to these Terms in your location, you may use the App only with permission and supervision from a parent or legal guardian.

5. Free Features and Premium Features

The App may include free features and optional paid features. Free users may see default pickleball weather preferences and ratings. Premium users may be able to customize the conditions used to generate pickleball ratings, including preferences related to temperature, wind, wind gusts, daylight, precipitation chance, and other supported factors.

Premium features may change over time. We may add, remove, modify, rename, or limit features at our discretion, subject to applicable law and App Store rules.

6. Subscriptions, In-App Purchases, and Lifetime Purchase

The App may offer auto-renewing subscriptions and/or one-time in-app purchases. Available plans, prices, durations, free trials, introductory offers, and included features are displayed in the App and/or App Store before purchase.

6.1 Auto-Renewing Subscriptions

If you purchase an auto-renewing subscription, payment will be charged to your Apple Account at confirmation of purchase. Your subscription automatically renews unless canceled at least 24 hours before the end of the current subscription period. Your Apple Account may be charged for renewal within 24 hours before the end of the current period.

You can manage or cancel your subscription through your Apple Account settings. Deleting the App does not cancel a subscription.

6.2 Free Trials and Promotional Offers

If a free trial or promotional offer is available, the specific terms will be shown at the time of purchase. Unless canceled before the trial ends, your subscription may automatically convert to a paid subscription. Any unused portion of a free trial may be forfeited when you purchase a subscription, where permitted by Apple and applicable law.

6.3 Lifetime Purchase

If offered, a lifetime purchase provides access to the Premium features described at the time of purchase for the lifetime of the App, not for your lifetime or the lifetime of any device. Lifetime access may end if the App, service, platform, or required third-party services are discontinued or become unavailable. Lifetime purchases are not subscriptions and do not automatically renew.

6.4 Price Changes

Prices may vary by country, currency, taxes, promotions, and App Store pricing tiers. We may change pricing for future purchases or renewals as permitted by Apple and applicable law. Apple may notify you of certain subscription price changes and may require your consent before renewal.

6.5 Refunds

Purchases made through the Apple App Store are handled by Apple. Refund requests are subject to Apple's refund policies and processes. We cannot guarantee refunds for App Store purchases.

7. User Preferences and Ratings

The App's color-coded ratings are generated from weather data and preference settings. Ratings are simplified summaries and are not promises that a court will be available, safe, dry, lit, or appropriate for play.

If you customize preferences, the App may generate different ratings based on your selected settings. You are responsible for selecting preferences that match your comfort, experience, health, and playing style.

8. Locations, Sharing, and User Content

The App may allow you to save locations, view forecasts for different locations, and share forecast cards or invitations with others. You are responsible for any information you share outside the App.

If you choose to share a forecast card or invitation, the shared image or message may include weather information, location names, times, dates, app branding, and other details shown in the share preview. Do not share locations or personal information if you do not want others to see it.

You may not use the App to create or share unlawful, misleading, harassing, abusive, or infringing content.

9. Privacy

Your use of the App is also governed by our Privacy Policy. The Privacy Policy explains what information we collect, how we use it, and the choices you may have. You should review the Privacy Policy before using the App.

Privacy Policy URL: <https://secure.glinberg.com/public/pdf/20260709-Pickleball-Forecast-Privacy-Policy.pdf>

10. Third-Party Services

The App may rely on third-party services, including Apple services and weather data providers, to provide forecasts, subscriptions, location-related features, analytics, crash reporting, or other functionality. Third-party services may be subject to their own terms and privacy policies.

We do not control third-party weather data, App Store payment systems, device operating systems, network availability, location services, or other third-party services. We are not responsible for failures, inaccuracies, delays, outages, or changes caused by third parties.

11. Acceptable Use

You agree not to:

- Use the App for unlawful, fraudulent, harmful, or abusive purposes.
- Interfere with, disrupt, reverse engineer, decompile, or attempt to gain unauthorized access to the App or related systems.

- Copy, scrape, resell, redistribute, or commercially exploit App content or weather ratings except as expressly allowed by the App's sharing features.
- Use the App in a way that could damage, disable, overburden, or impair our systems or third-party services.
- Misrepresent App ratings or shared forecast cards as official safety, emergency, or government weather guidance.

12. Intellectual Property

The App, including its design, icons, graphics, logos, text, ratings, layouts, software, and other content, is owned by Glinberg Robotics or its licensors and is protected by intellectual property laws. You receive a limited, non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial use, subject to these Terms and applicable App Store rules.

You may share forecast cards using the App's built-in sharing features for personal use, provided that you do not remove app branding, misrepresent the source, or use shared materials in a misleading or unlawful way.

13. Feedback

If you send us feedback, ideas, suggestions, bug reports, or feature requests, you grant us the right to use them without restriction or compensation to you. We are not obligated to use or respond to feedback.

14. App Availability and Changes

We may modify, suspend, or discontinue all or part of the App at any time. Some features may require internet access, location permissions, subscription status, compatible devices, or third-party services. We are not responsible for loss or inconvenience caused by changes, interruptions, or unavailability of the App.

15. No Warranties

To the maximum extent permitted by law, the App is provided on an "as is" and "as available" basis. We disclaim all warranties, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, accuracy, availability, reliability, and non-infringement.

We do not warrant that the App will be uninterrupted, error-free, accurate, secure, or that weather data or pickleball ratings will meet your needs.

16. Limitation of Liability

To the maximum extent permitted by law, we will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits, lost data, loss of goodwill, personal injury, property damage, or other losses arising from or related to your use of or inability to use the App.

To the maximum extent permitted by law, our total liability for any claim related to the App or these Terms will not exceed the amount you paid to us for the App or Premium features in the twelve months before the claim arose, or USD \$50, whichever is greater.

Some jurisdictions do not allow certain limitations of liability, so some limitations may not apply to you.

17. Indemnification

To the extent permitted by law, you agree to defend, indemnify, and hold harmless Glinberg Robotics and its owners, officers, employees, contractors, agents, and affiliates from and against claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, arising from your misuse of the App, violation of these Terms, violation of law, or infringement of third-party rights.

18. Termination

We may suspend or terminate your access to the App if you violate these Terms, misuse the App, create risk for us or others, or if we discontinue the App. Termination does not automatically cancel subscriptions purchased through the App Store; you must manage cancellation through your Apple Account settings.

19. Apple-Specific Terms

If you downloaded the App from the Apple App Store, you acknowledge and agree that:

- These Terms are between you and us, not Apple.
- Apple is not responsible for the App, App content, support, maintenance, warranties, claims, or damages, except as required by applicable law.
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce these Terms against you as a third-party beneficiary.
- Your use of the App must comply with the Apple Media Services Terms and Conditions and other applicable Apple terms.

20. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we may notify you in the App, through the App Store listing, or by other reasonable means. Your continued use of the App after updated Terms become effective means you accept the updated Terms.

21. Governing Law

These Terms are governed by the laws of Wisconsin, without regard to conflict-of-law rules, except where applicable law requires otherwise. Any disputes will be resolved in the courts located in Dane County, unless applicable law gives you the right to bring claims elsewhere.

22. Contact

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

Glinberg Robotics, LLC, 814 W. Lakeside St., Madison, WI 53715

23. Summary of Subscription Terms

For convenience, the key subscription terms are summarized below. The App Store purchase screen controls if there is any difference between this summary and the price, duration, or offer presented at the time of purchase.

Item	Summary
Plans	Monthly, yearly, lifetime, and/or other plans may be offered in the App.
Renewal	Auto-renewing subscriptions renew automatically unless canceled at least 24 hours before the end of the current period.
Billing	Payment is charged to your Apple Account at confirmation of purchase.
Cancellation	You can manage or cancel subscriptions in your Apple Account settings.
Lifetime Purchase	If offered, lifetime access means access for the lifetime of the App and supported services.
Refunds	Refunds for App Store purchases are handled by Apple.