

TorCAST

Terms of Service

Effective Date: June 25, 2026

Important weather-safety notice

TorCAST provides supplemental severe-weather intelligence and location-based potential guidance. It is not an official warning service and does not replace National Weather Service warnings, local emergency management instructions, radar interpretation, trained meteorological judgment, or your organization's safety plan.

1. Agreement to These Terms

These Terms of Service ("Terms") govern access to and use of TorCAST websites, dashboards, briefings, alerts, data products, application features, APIs, and related services (collectively, the "Service"). By accessing or using the Service, you agree to these Terms. If you use the Service on behalf of an organization, you represent that you are authorized to bind that organization to these Terms.

2. What TorCAST Provides

TorCAST provides severe-weather potential information designed to help users understand atmospheric ceilings and operational risk indicators for specific locations. The Service may include location briefings, threat scores, confidence indicators, dominant-threat guidance, timing windows, maps, model output, verification summaries, and related explanatory content.

TorCAST is intended to be used as one supplemental information layer. It should be combined with official forecasts and warnings, local procedures, human judgment, and other trusted weather information sources.

3. Weather-Safety and Emergency Use

Weather is inherently uncertain and can change quickly. TorCAST output may be incomplete, delayed, unavailable, inaccurate, or superseded by official information. You are solely responsible for decisions you make based on weather information, including decisions involving life safety, property protection, operations, staffing, events, travel, schools, venues, utilities, agriculture, or public safety.

- Always monitor National Weather Service watches, warnings, statements, and advisories.
- Follow instructions from local emergency management and public safety officials.
- Do not wait for TorCAST to update before taking protective action when warnings, dangerous conditions, or credible local information indicate a threat.
- Maintain your own emergency action plan, sheltering procedures, communication process, and decision authority.

4. Not an Official Warning Service

TorCAST is not operated by the National Weather Service, NOAA, the Storm Prediction Center, any emergency management agency, or any government warning authority. TorCAST does not issue official warnings, watches, evacuations, shelter orders, or emergency instructions.

5. Accounts and Authorized Users

Some features may require an account, subscription, customer workspace, API key, or other access credential. You agree to provide accurate account information, keep credentials secure, and promptly notify TorCAST of unauthorized access. You are responsible for activity under your account, including activity by users you invite or authorize.

6. Subscriptions, Fees, and Trials

Paid plans, trials, enterprise access, custom briefings, API usage, or other paid features may be subject to separate order forms, invoices, online checkout terms, usage limits, renewal terms, and cancellation terms. Unless a separate written agreement states otherwise, fees are due as presented at purchase or invoice and are non-refundable except where required by law or expressly stated by TorCAST.

7. Acceptable Use

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to:

- copy, resell, sublicense, redistribute, or commercialize TorCAST data or outputs except as permitted in writing;
- misrepresent TorCAST output as an official government warning or official emergency instruction;
- attempt to reverse engineer, scrape, overload, interfere with, or bypass access controls for the Service;
- use the Service to create a competing product or to train, validate, or benchmark a competing model without written permission;
- remove attribution, ownership notices, disclaimers, or safety notices from TorCAST materials; or
- use the Service in a way that violates law, infringes rights, or creates unreasonable operational risk for others.

8. Data Sources, Model Output, and Updates

TorCAST may rely on public, commercial, internal, third-party, forecast, observational, radar, warning, report, geospatial, and model-derived data. Data sources can change. Model output may be updated, recalibrated, delayed, corrected, or withdrawn. Past performance, verification results, or historical examples do not guarantee future results.

A TorCAST potential score is not a guarantee that severe weather will or will not occur at a location. It is a decision-support indicator intended to communicate potential severity, dominant threats, confidence, and timing context when available.

9. Availability and Service Changes

TorCAST may modify, suspend, discontinue, or limit any part of the Service at any time. The Service may be affected by outages, maintenance, data-provider issues, internet failures, API limits, browser/device limitations, severe-weather demand spikes, or other events outside TorCAST control.

10. User Content and Location Information

You may provide locations, saved places, organization information, notes, preferences, contact details, operational thresholds, or other content ("User Content"). You retain ownership of your User Content, but you grant TorCAST permission to use it as needed to operate, secure, improve, provide, and support the Service.

Location information is central to the Service. You are responsible for ensuring that submitted locations, venues, facilities, coordinates, addresses, and areas of concern are accurate and authorized for your use.

11. Privacy

TorCAST handles personal information according to its posted Privacy Policy, if one is provided, and applicable law. By using the Service, you consent to the collection and use of information as described in that policy and in these Terms. If your organization requires a separate data-processing agreement, security review, or privacy addendum, it must be agreed to in writing.

12. Intellectual Property

The Service, including TorCAST names, logos, designs, software, model logic, displays, maps, graphics, text, scoring systems, analysis, data compilations, and other materials, is owned by TorCAST or its licensors and is protected by intellectual property laws. No rights are granted except the limited right to access and use the Service as allowed by these Terms or a separate written agreement.

13. Customer Communications and Public Display

Unless otherwise agreed in writing, you may use TorCAST briefings internally for operational awareness. Public posting, broadcast, syndication, rebroadcast, embedding, or redistribution of TorCAST outputs may require written permission, attribution, plan eligibility, or an enterprise agreement. When sharing TorCAST information, you must preserve safety context and may not present the output in a misleading or alarmist way.

14. Third-Party Services

The Service may include or link to third-party data, websites, maps, platforms, payment processors, communications tools, cloud services, or APIs. TorCAST is not responsible for third-party services, third-party availability, third-party terms, or third-party data errors.

15. Beta, Experimental, and Preview Features

TorCAST may offer beta, preview, experimental, research, or early-access features. These features may change without notice, may be less reliable, and may not be suitable for operational use unless expressly stated otherwise. TorCAST may remove or modify such features at any time.

16. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, TORCAST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND UNINTERRUPTED OPERATION.

TORCAST DOES NOT WARRANT THAT THE SERVICE WILL DETECT EVERY THREAT, AVOID EVERY FALSE ALARM, MATCH OFFICIAL GUIDANCE, REMAIN AVAILABLE DURING SEVERE WEATHER, OR PRODUCE RESULTS SUITABLE FOR ANY PARTICULAR DECISION.

17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TORCAST AND ITS OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, LICENSORS, AND SUPPLIERS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR LOST-PROFIT DAMAGES, OR FOR DAMAGES ARISING FROM WEATHER DECISIONS, EMERGENCY DECISIONS, OPERATIONAL DELAYS, EVACUATIONS, CANCELLATIONS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, DATA LOSS, SERVICE INTERRUPTION, OR RELIANCE ON THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TORCAST'S TOTAL LIABILITY FOR ANY CLAIM RELATING TO THE SERVICE WILL NOT EXCEED THE AMOUNT YOU PAID TO TORCAST FOR THE SERVICE IN THE THREE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR ONE HUNDRED U.S. DOLLARS (\$100) IF YOU DID NOT PAY FOR THE SERVICE.

18. Indemnification

You agree to defend, indemnify, and hold harmless TorCAST and its owners, officers, employees, contractors, affiliates, licensors, and suppliers from claims, damages, liabilities, costs, and expenses arising from your use of the Service, your User Content, your decisions or actions based on weather information, your violation of these Terms, or your violation of law or third-party rights.

19. Suspension and Termination

TorCAST may suspend or terminate access to the Service if you violate these Terms, fail to pay amounts due, create security or operational risk, misuse the Service, or if continued access may expose TorCAST or others to legal, safety, or technical risk. You may stop using the Service at any time. Provisions that by their nature should survive termination will survive, including ownership, disclaimers, limitations of liability, indemnification, and dispute provisions.

20. Changes to These Terms

TorCAST may update these Terms from time to time. Updated Terms will be posted on the TorCAST website or otherwise made available. The updated Terms become effective when posted unless a later date is stated. Continued use of the Service after changes become effective means you accept the updated Terms.

21. Governing Law and Disputes

Unless a separate written agreement states otherwise, these Terms are governed by the laws of the State of Georgia, USA, without regard to conflict-of-law rules. The parties will attempt to resolve disputes in good faith before filing a claim. Any legal action will be brought in a court with proper jurisdiction, unless applicable law requires a different forum.

22. Contact

Questions about these Terms may be directed to TorCAST through the contact method provided on torcast.pro or by email at legal@torcast.pro.

Severe weather can become dangerous quickly.

When official warnings are issued or dangerous conditions are observed, take protective action immediately and follow local emergency instructions.