

The Forecast Company - Terms of Service

Last Updated: October 11, 2025

1. Introduction

Welcome to The Forecast Company, LLC (“Company,” “we,” “our,” or “us”). These Terms of Service (“Terms”) constitute a legally binding agreement between you (“Client,” “you,” or “your”) and The Forecast Company, LLC. By accessing or using our website, software, and related analytics and forecasting services (“Services”), you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree, you may not use the Services.

2. Company Overview

The Forecast Company, LLC is based in Haddonfield, New Jersey, and provides customized predictive analytics and sales forecasting solutions to business clients. We design data-driven models using advanced methodologies such as XGBoost, ARIMA, and R-based programming. Our web-based platform at <https://theforecastcompany.dev> provides real-time access to interactive visualizations, dashboards, and reports.

3. Eligibility and Business Use

You represent and warrant that you are authorized to act on behalf of a business entity and that you are at least 18 years old. The Forecast Company provides services exclusively to business clients and not to consumers. You agree to comply with all applicable laws and regulations in your jurisdiction when using our Services.

4. Account Registration

To access certain features, you may be required to register an account. You agree to provide accurate and complete information, maintain the confidentiality of your login credentials, and immediately notify us of any unauthorized access. You are responsible for all activity that occurs under your account.

5. Client Data and Privacy

a. ****Data Ownership:**** You retain all ownership rights to your business and sales data (“Client Data”). We do not claim ownership of your data. b. ****Use of Data:**** By using our Services, you grant The Forecast Company a limited, non-exclusive, revocable license to process and analyze Client Data solely for the purpose of providing the Services. c. ****Confidentiality:**** All Client Data is considered confidential. We will not share, sell, or disclose Client Data to third parties without your

written consent, except as required by law. d. ****Security:**** We employ encryption, secure servers, and strict access controls to safeguard your information. e. ****Privacy Commitment:**** For more details, please refer to our Privacy Policy available on our website.

6. Proprietary Rights and Copyright

All content, tools, algorithms, software, interfaces, and documentation developed or provided by The Forecast Company are proprietary and protected by copyright, trademark, and other intellectual property laws. You may not copy, modify, distribute, decompile, or reverse-engineer our technology without prior written permission. "The Forecast Company," its logo, and associated marks are the property of The Forecast Company, LLC.

7. Acceptable Use

You agree not to misuse the Services or use them in a way that could damage, disable, or impair the platform. Prohibited activities include, but are not limited to: - Uploading unlawful or unauthorized data; - Attempting to access data belonging to other clients; - Using the Services to create competing products; - Circumventing or disabling security features. Violation of these terms may result in immediate termination of access.

8. Service Modifications and Availability

We may modify, update, or discontinue portions of the Services at any time without notice. We strive for continuous uptime but do not guarantee uninterrupted access. Scheduled maintenance, upgrades, or external disruptions may temporarily affect availability.

9. Payment, Fees, and Refunds

All fees are specified in your individual service agreement or subscription plan. Fees are payable in U.S. dollars. Payments are due upon receipt unless otherwise stated. Due to the customized nature of our services, all payments are non-refundable, except where required by applicable law.

10. Disclaimers and Limitation of Liability

THE FORECAST COMPANY PROVIDES ALL SERVICES "AS IS" AND "AS AVAILABLE." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL FORECASTS AND ANALYTICAL OUTPUTS ARE ESTIMATES BASED ON HISTORICAL OR PROVIDED DATA AND SHOULD NOT BE INTERPRETED AS GUARANTEES OF FUTURE PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE FORECAST COMPANY, LLC, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR

EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS INTERRUPTION. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNTS PAID TO US IN THE SIX (6) MONTHS PRECEDING ANY CLAIM.

11. Indemnification

You agree to indemnify, defend, and hold harmless The Forecast Company, its officers, employees, and affiliates from and against any claims, liabilities, damages, losses, or expenses arising from your use of the Services, breach of these Terms, or violation of any law or third-party right.

12. Force Majeure

The Forecast Company shall not be liable for any delay or failure in performance due to circumstances beyond its reasonable control, including natural disasters, war, labor disputes, cyberattacks, internet outages, or government restrictions.

13. Arbitration and Dispute Resolution

a. ****Arbitration Agreement:**** Any dispute arising under or in connection with these Terms shall first be resolved through good faith negotiation. If unresolved, the dispute shall be submitted to binding arbitration under the rules of the American Arbitration Association. b. ****Governing Law:**** These Terms are governed by the laws of the State of New Jersey, USA, without regard to conflict of law principles. c. ****Jurisdiction:**** Any court action to enforce arbitration awards shall be brought in Camden County, New Jersey. d. ****Injunctive Relief:**** Either party may seek equitable or injunctive relief in court for violations involving intellectual property or confidentiality.

14. Termination

We reserve the right to suspend or terminate your access to the Services for violations of these Terms, failure to pay fees, or unauthorized use. Upon termination, you must cease all use of the Services and destroy proprietary materials.

15. Updates to These Terms

We may revise or update these Terms periodically. The “Last Updated” date reflects the latest version. Continued use of the Services constitutes acceptance of the revised Terms.

16. Contact Information

For questions or concerns regarding these Terms, please contact us at: **The Forecast Company, LLC** Haddonfield, New Jersey, USA Email: theforecastcompany@gmail.com Website: <https://theforecastcompany.dev>

17. Entire Agreement

These Terms of Service represent the entire agreement between you and The Forecast Company, LLC regarding the use of our Services and supersede all prior agreements or understandings, whether written or oral.

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