
Terms of Service

Effective Date: May 26, 2026 | Document Ref: TVS-TOS-001

1. Acceptance of Terms

These Terms of Service (“Terms”) constitute a legally binding agreement between you and Torus Voter Systems, Inc. (“Torus,” “we,” “our,” or “us”). By accessing or using our website at www.torusvotersystems.com (the “Site”), participating in any research activity conducted by or on behalf of Torus, or engaging with any Torus digital property, you agree to be bound by these Terms and our Privacy Policy.

If you do not agree to these Terms, you must not access the Site or participate in any Torus research activity.

2. Description of Services

Torus Voter Systems provides electoral research and analysis services. Our activities include:

- Conducting surveys, interviews, and other structured research to gather voter sentiment and political opinion data
- Operating landing pages and interview portals for research participant recruitment and data collection
- Building and maintaining analytical models that forecast electoral outcomes at the district, county, and precinct level using aggregated, anonymized data
- Producing individual-level analytical products by applying model-derived attributes to voter records sourced from publicly available data
- Delivering electoral intelligence reports and analytical products to authorized clients including political campaigns, advocacy organizations, and media organizations

3. Eligibility

You must be at least 18 years of age to use the Site or participate in any Torus research activity. By using the Site or participating in research, you represent and warrant that you are 18 years of age or

older and have the legal capacity to enter into these Terms.

4. Research Participation

4.1 Voluntary Participation

Participation in all Torus research activities is voluntary. You may decline to answer any question or withdraw from any survey or interview at any time without penalty. Withdrawal may affect your eligibility for compensation if minimum completion requirements have not been met.

4.2 Truthful Responses

By participating in Torus research, you agree to provide truthful and good-faith responses. Intentionally providing false, misleading, or duplicative responses may result in disqualification from the study, forfeiture of compensation, and exclusion from future research opportunities.

4.3 Compensation

Where compensation is offered for research participation, the specific amount, form, and eligibility requirements will be disclosed prior to participation. Compensation is contingent upon completion of the research activity as described and successful identity verification. Torus reserves the right to withhold compensation in cases of fraud, duplicate participation, or failure to meet stated eligibility criteria.

4.4 Confidentiality of Research Materials

Research instruments, survey questions, interview protocols, and any materials provided to you during the course of a research activity are the confidential property of Torus Voter Systems. You agree not to reproduce, distribute, photograph, screenshot, or publicly disclose any research materials without prior written consent from Torus.

5. Intellectual Property

All content on the Site, including text, graphics, logos, trademarks, and software, is the property of Torus Voter Systems, Inc. or its licensors and is protected by United States and international intellectual property laws. You may not reproduce, modify, distribute, or create derivative works from any Site content without our express written permission.

The analytical models, expansion engine methodology, research instruments, and proprietary processes developed by Torus constitute trade secrets and confidential business information.

Unauthorized access to, use of, or disclosure of these materials is strictly prohibited and may result in legal action.

6. Acceptable Use

You agree not to:

- Use the Site or any Torus service for any unlawful purpose or in violation of any applicable local, state, national, or international law
- Attempt to gain unauthorized access to any Torus system, network, data, or account
- Interfere with or disrupt the Site or any server, network, or system connected to the Site
- Use automated scripts, bots, or other tools to access the Site or participate in research activities, unless expressly authorized
- Impersonate any person or entity, or falsely represent your identity, affiliation, or eligibility
- Attempt to reverse-engineer, decompile, or derive the source code or methodology of any Torus analytical model, expansion engine, or proprietary system
- Harvest, collect, or compile information about other research participants
- Attempt to re-identify individual research respondents from any analytical output or published research finding

7. Disclaimers

THE SITE AND ALL TORUS SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Torus does not warrant that the Site will be uninterrupted, error-free, or free of viruses or other harmful components. Torus’s analytical models and electoral forecasts are probabilistic in nature and are not guarantees of electoral outcomes. Model-derived attributes assigned to individual voter records represent statistical predictions based on aggregated patterns and should not be interpreted as statements of fact about any individual’s actual opinions, behavior, or intent. Torus expressly disclaims any liability for decisions made in reliance on its analytical outputs.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TORUS VOTER SYSTEMS, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE, PARTICIPATION IN RESEARCH ACTIVITIES, OR RELIANCE ON ANY TORUS ANALYTICAL OUTPUT.

IN NO EVENT SHALL TORUS'S TOTAL LIABILITY TO YOU EXCEED THE GREATER OF (A) THE AMOUNT OF COMPENSATION PAID TO YOU FOR RESEARCH PARTICIPATION IN THE PRECEDING TWELVE (12) MONTHS, OR (B) ONE HUNDRED DOLLARS (\$100.00).

9. Indemnification

You agree to indemnify, defend, and hold harmless Torus Voter Systems, Inc. and its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in connection with your violation of these Terms, your participation in research activities, or your use of the Site.

10. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any dispute arising out of or relating to these Terms or your use of the Site shall be resolved exclusively in the state or federal courts located in New York County, New York. You consent to the personal jurisdiction of such courts.

11. Termination

Torus reserves the right to suspend or terminate your access to the Site and any research activities at any time, with or without cause, and with or without notice. Upon termination, your right to use the Site will immediately cease. Sections 5 (Intellectual Property), 7 (Disclaimers), 8 (Limitation of Liability), 9 (Indemnification), and 10 (Governing Law) shall survive termination.

12. Modifications to These Terms

Torus reserves the right to revise, amend, or replace any provision of these Terms at any time and at

its sole discretion, for any reason, including but not limited to changes in our services, business operations, applicable law, or regulatory guidance. Changes may be made without prior notice to you beyond updating this page.

When changes are made, we will update the effective date at the top of this page. We may, but are not required to, provide additional notice of material changes via our website or other communication channels.

Your continued use of the Site or participation in any Torus research activity after any modification constitutes your acceptance of the revised Terms. If you do not agree with any changes, you must discontinue use of the Site. It is your responsibility to review these Terms periodically.

13. Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

14. Entire Agreement

These Terms, together with the Privacy Policy and any applicable research participation agreements, constitute the entire agreement between you and Torus Voter Systems, Inc. with respect to your use of the Site and participation in research activities, and supersede all prior or contemporaneous communications, proposals, and agreements, whether oral or written.

15. Contact Information

For questions about these Terms of Service, please contact us:

Torus Voter Systems, Inc.

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