



(<https://turn.ai>)

Terms of Use

TURN TECHNOLOGIES, INC.

Last updated on April 11, 2025

PLEASE READ THESE TERMS OF USE CAREFULLY, INCLUDING **THE AGREEMENT TO ARBITRATE AT SECTION 13**, AS THEY AFFECT YOUR LEGAL RIGHTS. BY EXPRESSLY AGREEING TO THESE TERMS OF USE OR USING SERVICES PROVIDED BY TURN TECHNOLOGIES INC., YOU AGREE TO BE BOUND CONTRACTUALLY BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT PERMITTED TO USE TURN'S SERVICES.

Turn Technologies, Inc. ("**Turn**," "**we**," "**us**," or "**our**") provides the content, background screening, or other products and services ("**Services**") available via its application programming interfaces or otherwise at www.turn.ai (<http://www.turn.ai>), through the Turn mobile application or any other technology platforms ("**Sites**") owned or operated by Turn. For instance, as part of the Sites and Services, Turn provides:

- a. a platform for businesses ("**Partners**") to procure consumer reports ("**consumer report**" or "**reports**"), as the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("**FCRA**") defines that term, for an employee, independent contractor, applicant, agent, volunteer, or contingent worker ("**Worker**," "**Consumer**," or "**you**") for employment or other purposes; and
- b. a platform you access to provide your personal information, review your consumer reports, and complete other tasks related to screening for employment or other purposes.

These Terms of Use ("**Terms**") serve as an enforceable contract that sets out the legally binding terms of the relationship between Turn and you. By accessing the Sites or Services or otherwise agreeing to the Terms, you accept and agree to be bound by the terms, conditions, and notices contained and/or referenced herein. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE OR ACCESS OUR SITES OR SERVICES. YOU ALSO UNDERSTAND THAT IF YOU DO NOT AGREE TO THESE TERMS, THERE ARE OTHER COMPANIES THAT PROVIDE SIMILAR SERVICES TO TURN THAT YOU CAN USE. YOU REPRESENT THAT YOU HAVE CAREFULLY REVIEWED THESE TERMS OF USE AND HAVE HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE FROM AN ATTORNEY IF YOU HAVE ANY QUESTIONS OR CONCERNS.

1. Use of the Services and Sites

1.1 Age

You may only use our Sites and Services if you can form a legally binding contract under applicable law. Our Services and Sites are unavailable to minors (people under the age of 18) without parental permission or to those

who have had an account with Turn temporarily or permanently deactivated. If you are under 13 years old, the Sites and Services are not directed to children under 13 years old, and you may not provide personal information to us or register on the Sites.

1.2 Creation Of Account

You must register for and maintain an active personal user account to use most aspects of our Services and Sites. Account registration may require you to submit certain personal information, such as your name, email addresses, and mobile number. In return for using our Services and Sites, you agree to (i) provide true, accurate, current, and complete account information, and (ii) maintain and promptly update your information to keep it true, accurate, current, and complete. We have the right to block your current or future use of the Services or the Sites if you provide any information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that the information is false, inaccurate, not current, or incomplete. You may only have one account unless otherwise permitted by us in writing.

1.3 Account Information

You must maintain the confidentiality and security of your account and for all activities or any other actions that occur under, or someone takes in connection with your account or password. You agree to (i) immediately notify us of any known or suspected unauthorized use of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password; and (ii) ensure that you exit from your account at the end of each session. Turn will not be liable for any injury, loss, or damage of any kind arising from or relating to your failure to comply with (i) and (ii) or for any acts or omissions by you or someone else using your account.

1.4 Acceptance Of Terms

These Terms apply to your use of the Services and the Sites, including, but not limited to: applying for, updating, and managing your consumer report(s) and related documentation; obtaining status information regarding reports; Turn's processes for generating reports and resolving potential inaccuracies; requesting a copy of your Consumer file and/or any disputes relating to your consumer report; and seeking work opportunities with Partners seeking to provide services. Your access to, review of, and/or use of the Sites and Services is conditioned on your acceptance of and compliance with these Terms.

1.5 Relationship

You further acknowledge and agree that your work with Partners creates a direct business relationship between you and the Partner. Turn is not responsible or liable for the actions or inactions of a Partner or a patron of a Partner in relation to your engagement with the Partner facilitated by the Services, Sites, or otherwise. You shall have the sole responsibility for any obligations or liabilities to the Partner, patrons of the Partner, or other third parties that arise from your provision of work. You acknowledge and agree that: (1) you are solely responsible for taking such precautions as may be reasonable and proper (including proper attire, and understanding the nature of the work) regarding any acts, omissions, or requirements of a Partner, a patron of a Partner, or other third party; and (2) Turn may release your contact and/or personal information to a Partner upon reasonable request. By accepting and using the Services and Sites, you acknowledge and agree that you are an independent contractor or employee of the Partner. You agree that nothing in these Terms should be construed to create: (a) an employer-employee relationship; (b) a joint venture, franchisor-franchisee, partnership, or agency relationship; or (3) any other

relationship other than that of an independent contractor between you and the Partner.

1.6 Authorization To Transfer Funds

Certain Services may require your authorization to initiate the transfer of funds. These fund transfers may be ACH credit or debit. You agree to authorize Turn to initiate the transfer of funds. It is your responsibility to ensure that there are sufficient funds in your bank account for the fund transfer activity initiated by Turn. If there are insufficient funds, Turn may choose to decline or cancel the request to transfer funds. Turn is not responsible for any associated fees assessed by your bank, including, but not limited to, overdraft fees.

2. Our Intellectual Property and License to You

2.1 Reservations Of Rights

Except for your Information (as defined below), Turn and its affiliates and any applicable licensors retain all intellectual property and other proprietary rights, including all patent, copyright, trade secret, trade name, trademark, and other proprietary rights, related to the Services, Sites and everything on them, from text to photos to videos to graphics and software (collectively, the “**content**”) that are protected under United States intellectual property laws and international treaty provisions. Except as otherwise indicated on the Services or the Sites and except for the trademarks, service marks, logos, and trade names of other companies we display on the Sites, all trademarks, service marks, logos, trade dress, and trade names are proprietary to Turn, including, but not limited to, the Turn logo; and the turn.ai trade address. Turn will fully enforce its intellectual property rights of the law. You acknowledge and agree that Turn and its affiliates and any applicable licensor’s retention of contractual and intellectual property rights is an essential part of these Terms. Turn and its affiliates and any licensor (as applicable) will own and you hereby assign to Turn all rights in (i) any copy, translation, modification, adaptation, or derivative work of the content, including any improvement or development thereof, whether provided as part of content or otherwise, and (ii) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of you.

2.2 License To Services And Sites

We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Services and Sites for your personal use as expressly permitted by these Terms, all applicable intellectual property laws, and any Additional Terms (as defined below). Any other use of the Service or the Sites is strictly prohibited, and you may not copy, republish, upload, post, transmit, distribute, or modify the Services or Sites without our express written permission. You should not interpret any language on the Sites as us granting you a license or right to use the content or third-party proprietary content without our express written permission or that of the relevant third-party owner. You also may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce to a human-perceivable form any software that you download from the Sites or the Services.

3. Prohibited Uses of the Sites or the Services

You may not do any of the following, or allow any third party to do any of the following: (a) copy, distribute, rent, lease, lend, sublicense, or transfer the Services or the Sites, or make the Services or the Sites available to any third party, including your affiliates, parents, or subsidiaries, without Turn’s express prior written consent; (b) modify, decompile, reverse engineer, or disassemble the Services or the Sites or otherwise attempt to discover any underlying source code, ideas, algorithms, file formats, or programming interfaces, or create derivative works based

on the Services or the Sites; (c) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the Services or the Sites; (d) use the Services or the Sites to develop a competitive product offering; (e) not use, or attempt to use, the Services or the Sites for improper, illegal, or unauthorized purposes; (f) use any automated devices, such as spiders, robots, or data mining techniques to download, store, or otherwise reproduce, store, or distribute content or to manipulate the Services or the Sites; (g) access, tamper with, or use non-public areas of the Services or the Sites, Turn's computer systems, or the technical delivery systems of Turn's affiliates; (h) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (i) forge any TCP/IP packet header or any part of the header information in any email, or in any way use the Services or the Sites to send altered, deceptive, or false source-identifying information; or (j) interfere with, or disrupt (or attempt to do so), the access of any user, host, or network, including, without limitation, sending virus, overloading, flooding, spamming, mail-bombing the Services or the Sites, or using the Services or the Sites in such a manner as to interfere with or create an undue burden on the Services or the Sites.

4. Your Information ("Information")

4.1 Use Of Information

Your Information is required to perform Services and provide the Sites. Your Information also includes data from using our Sites and our Services, which may include information you provide, publish, or post to or through our Services (including any account information) and our Sites or send to other users (including by in-application feedback, any email feature, or through any Turn-related social media posting). You consent to us using your Information to create an account that will allow you to access and use our Services and our Sites. Our collection and use of your Information is as provided in our Privacy Policy located at turn.ai/privacy.

4.2 License To Information

IN CONSIDERATION OF YOUR USE OF TURN'S SERVICES AND SITES YOU GRANT TURN A NON-EXCLUSIVE, WORLDWIDE, PERPETUAL, IRREVOCABLE, ROYALTY-FREE, TRANSFERABLE, SUB-LICENSABLE (THROUGH MULTIPLE TIERS) RIGHT AND LICENSE TO EXERCISE THE COPYRIGHT, PUBLICITY, AND DATABASE RIGHTS YOU HAVE IN YOUR INFORMATION, AND TO USE, COPY, PERFORM, DISPLAY, AND DISTRIBUTE SUCH INFORMATION TO PREPARE DERIVATIVE WORKS, OR INCORPORATE INTO OTHER WORKS, OR INTO ANY MEDIA NOW KNOWN OR NOT CURRENTLY KNOWN.

4.3 Ownership Of Information

Turn does not assert any ownership rights over your Information; rather, as between you and Turn, you retain full ownership of all your Information and any intellectual property rights, or other rights associated with your Information.

4.4 Background Reports

Partners may invite you to submit a background report application to Turn for the purpose of procuring a consumer report for employment purposes. By submitting a background report application with Turn, you agree to the creation of a worker profile in Turn's database, which may contain your personally identifiable information ("PII") procured during the preparation of a consumer report.

5. Turn Communications

- a. You consent to receive communications from us, including via email, text, facsimile, voice, and push notifications, to keep you informed about the Services and Sites. You expressly consent to receive texts, faxes, telephone calls, or prerecorded messages generated by automatic telephone dialing systems or other technologies. Texts are for informational purposes only. While messages and notifications are intended to enhance your use of the Services and Sites, you may (1) disable push notifications on your device, and/or (2) revoke your consent to receive texts in any reasonable manner, including by replying to a text us, “stop,” “quit,” “revoke,” “opt out,” “cancel,” “unsubscribe,” or “end.” We will honor your revocation request with 10 business days of receiving the request. Within seconds after receiving your revocation request, we may send a non-promotional, single confirmation text to acknowledge your opt-out request. You may incur charges for texts and notifications and agree to not hold Turn liable for any charges you incur. If you wish to opt out of promotional emails to your mobile phone or desktop computer, you can unsubscribe by following the unsubscribe options in the email.
- b. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL EMAILS, TEXTS, OR CALLS AS A CONDITION OF USING THE SITE OR OUR SERVICES. IF YOU WANT TO OPT OUT OF ALL PROMOTIONAL EMAILS, TEXTS, OR CALLS TO YOUR MOBILE DEVICE OR DESKTOP COMPUTER (INCLUDING OPERATIONAL OR TRANSACTIONAL EMAILS, TEXTS, OR CALLS), YOU CAN UNSUBSCRIBE ENTIRELY OR SUSPEND YOUR ACCOUNT.

6. Marketing Promotions and Referrals

- a. Turn may, in its sole discretion, offer first- or third-party promotions on or through our Services, Sites, or communications. We reserve the right to withhold or deduct benefits you may obtain through any such promotion if we determine or believe that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotional terms or these Terms.
- b. We may, from time to time, offer you incentives to refer new users to us. These incentives may come in many forms, and we may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives at our sole discretion. Your participation in any referral program is subject to these Terms and any additional referral program rules.
- c. Turn may allow access to or make available opportunities for you to view certain content and receive other products, services, and/or other materials based on your location. To make these opportunities available to you, Turn may determine your location using one or more reference points, such as GPS, Bluetooth, and/or software within your mobile device. If you have set your mobile device to disable GPS, Bluetooth, or other location determining software or do not authorize Turn to access your location data, you will not be able to access such location-specific content, products, services, and materials. For more about how the Turn uses and retains your information, please read our Privacy Policy at turn.ai/privacy. ([http://turn.ai/privacy](https://turn.ai/privacy).)

7. DISCLAIMER

- a. THE SITES, SERVICES, AND ALL OTHER CONTENT ON OUR SERVICES OR SITES ARE PROVIDED “**AS IS**” AND “**AS AVAILABLE**.” DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ALSO, WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF OUR SERVICES, SITES, OR ANY SERVICES REQUESTED THROUGH THE USE OF OUR SERVICES OR SITES, OR THAT OUR SERVICES OR SITES WILL BE UNINTERRUPTED OR ERROR-FREE. TURN DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY, OR ABILITY OF THIRD

PARTIES. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SITES, OUR SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION WITH YOUR USE OF OUR SERVICES OR SITES, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- b. UNLESS OTHERWISE PROVIDED IN WRITING, THE CONTENT ON THE SERVICE IS STRICTLY FOR INFORMATIONAL PURPOSES. YOU AND OUR PARTNERS MAKE ANY DECISION TO ACCEPT OR OFFER CONTINGENT WORK. NO INDEPENDENT CONTRACTOR, EMPLOYER-EMPLOYEE, JOINT VENTURE, PARTNERSHIP, OR AGENCY RELATIONSHIP EXISTS BETWEEN AND AMONG YOU, TURN, OR OUR PARTNERS AS A RESULT OF THESE TERMS OR YOUR USE OF OUR SERVICES OR SITES.

8. LIMITATION OF LIABILITY

8.1 INDIRECT DAMAGES; LIABILITY CAP

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER TURN NOR ITS AFFILIATES SHALL BE LIABLE TO YOU FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR (B) ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF YOU WERE PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF OR RELATING TO YOUR INABILITY TO USE OR THE PERFORMANCE OF SERVICES PROVIDED ON OR THROUGH THE SITES, UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY). WE ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS A RESULT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOAD OF ANY MATERIALS FROM THE SITES. WE ALSO ASSUME NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR RELATING TO ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD-PARTY WEBPAGES OR ADDITIONAL WEBSITES LINKED TO THE SITES, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, OR INACCURACY CONTAINED ON THE SITES OR HARM TO ANY PERSON OR PROPERTY CAUSED BY YOUR USE OF THE SITES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN WARRANTY, CONTRACT, OR NEGLIGENCE, INCLUDING UNDER THE FCRA OR OTHER STATUTES, EXCEED \$1,000. YOU AND TURN AGREE THAT THE WARRANTY DISCLAIMERS, AND LIMITATIONS OF LIABILITY IN THESE TERMS ARE MATERIAL, BARGAINED-FOR TERMS, AND THAT YOU AND TURN TOOK THEM INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN UNDER THESE TERMS AND IN THE DECISION BY YOU AND TURN TO ENTER INTO THESE TERMS. YOU AND TURN AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

8.2 Exclusive Remedy

YOUR SOLE AND EXCLUSIVE REMEDY IF YOU ARE NOT SATISFIED WITH THE SITES OR OUR SERVICES, OR YOU DO NOT AGREE TO THE TERMS OF THESE DISCLAIMERS IS TO DISCONTINUE USING THE SITES OR OUR SERVICES, EXCEPT AS PROVIDED IN THIS SECTION.

9. Indemnity

You agree to indemnify, defend, and hold Turn and its affiliates and our officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of

or in connection with (i) your use of our Sites or as a result of your use of our Services; (ii) your breach or violation of any of the terms or these Terms; (iii) Turn's use of your Information; or (iv) your violation of the rights of any third party, including the rights of our Partners.

10. Third-Party Links

10.1 Third-Party Websites

The Sites may contain links to websites that third parties own, control, develop, sponsor, or maintain and that may be subject to additional terms and conditions ("**Third-Party Websites**"). Turn does not review, monitor, operate, or control the Third-Party Websites, and it makes no guarantees, representations, or warranties as to, and shall have no liability for, the content available on or through or the functioning of the Third-Party Websites. By providing access to Third-Party Websites, we are not recommending or otherwise endorsing the products or services provided by the sponsors or owners of the Third-Party Websites. Your access or use of the Third-Party Websites, including providing information, materials, or other content to the Third-Party Websites, is entirely at your own risk. Turn has the right to discontinue links to any Third-Party Websites at any time and for any reason, without notice.

10.2 SNS Accounts

You may be able to create or log in to your Turn account through social networking accounts (each such account, an "**SNS account**"). You understand by connecting to Turn through an SNS account that we may access or store any SNS account content, or make it available to you or others, according to the permission settings of your SNS account (e.g., friends, mutual friends, contacts, or following or followed lists (the "**SNS content**"). You understand that SNS content may be available on and through the Sites or our Services. By using the Services or the Sites, you agree to comply with any applicable terms, conditions, or requirements promulgated by any SNS provider.

11. Modification of Terms

11.1 Changes To The Terms

We may change these Terms from time to time and without prior notice. Any such modification will be effective as soon as we post it, and we will always post the most current version of these Terms. We may notify you if we make a change that we, in our sole discretion, deem material; you agree, however, that you will review these Terms periodically for any change. By continuing to use our Services or Sites after we post updated Terms at **www.turn.ai** (<http://www.turn.ai>), you agree, except as provided in the arbitration agreement, to be bound by the updated Terms, and that, if you do not assent to the updated Terms, you will stop using our Services or Sites.

11.2 Additional Terms

We may also post or link additional terms, policies, rules, or guidelines applicable to our Services, Sites, or certain features, such as end-user license agreements, or other agreements or rules applicable to particular features, promotions, or content on the Services or the Sites (collectively, the "**Additional Terms**"). Your use of our Services and Sites is subject to any Additional Terms, and those terms are incorporated into these by reference.

12. DISPUTE RESOLUTION

Turn encourages you to contact us at **support@turn.ai** (<mailto:support@turn.ai>) if you have concerns or

complaints about the Services, Sites, or Turn. Generally, complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns informally, you and Turn each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorneys' fees if the law allows. In addition, under certain circumstances (as explained below), Turn will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what Turn has offered you to settle the dispute.

13. ARBITRATION AGREEMENT

13.1 Claims Subject To Arbitration

- a. You and Turn agree to arbitrate all disputes and claims between us that arise out of, relate to, or are associated with the Services, the Sites, or Turn. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that arose either before or during this or any prior agreement, or that may arise after termination of these Terms, including claims over marketing or communications by or on behalf of Turn or claims involving the security, transfer, or use of data about you. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified class. References to "**Turn**," "**you**," and "**us**" include our respective predecessors in interest, successors, and assigns, as well as our respective past, present, and future subsidiaries, affiliates, agents, employees, data furnishers, vendors, and all authorized or unauthorized users or beneficiaries of Services or Sites under this or prior agreements between us.
- b. Notwithstanding the foregoing agreement, Turn agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, you and Turn each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action. Instead of arbitration, either party may bring an individual action seeking only individualized relief in a small claims court for disputes or claims that are within the scope of the small claims court's authority, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction; if these limitations on removal or appeal of small claims court actions are unenforceable, the dispute instead shall be arbitrated. In addition, you may bring any issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.
- c. These Terms evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of these Terms.

13.2 Pre-Arbitration Notice And Informal Settlement Conference.

- a. A party intending to seek arbitration must first send to the other a written Notice of Dispute ("**Notice**"). A Consumer shall send the Notice to Turn at **support@turn.ai (mailto:support@turn.ai)** ("**Notice Email Address**"), and Turn shall send the Notice to the Consumer by certified mail at the address in its files. The Notice must include, at minimum: (1) your name, mailing address, telephone number at which you can be

reached, and e-mail address (if any); (2) any unique identifier Turn provided; (3) a description of the nature and basis of the claim or dispute; (4) an explanation of the specific relief sought; (5) proof that you have entered into an arbitration agreement with us if you have it; (6) your signature; and (7) if you have retained an attorney, your signed statement authorizing Turn to disclose your confidential account records to your attorney if necessary in resolving your claim. A Notice is not complete until all the information required by (1)-(7) has been received by the other party ("**Notice Completion Date**").

- b. After the Notice Completion Date, the party who provided Notice must (the "**Noticing Party**") request a conference within 60 days to discuss informal resolution of the dispute ("**Informal Settlement Conference**"). The Informal Settlement Conference shall take place at a mutually agreeable time by telephone or virtually. You and a Turn representative must both personally participate in a good-faith effort to settle the dispute without the need to proceed with arbitration. Any counsel representing you or Turn also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and Turn agree in writing.
- c. Any applicable statute of limitations will be tolled during the "**Informal Resolution Period**," which is defined as the period between the Notice Completion Date and the later of (i) 60 days after the Notice Completion Date; or (ii) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference.

13.3 Commencing Arbitration

An arbitration may be commenced only if you and Turn do not reach an agreement to resolve the claim during the Informal Resolution Period. A court will have the power to enforce this Section 13.3, including the power to enjoin the filing or prosecution of arbitrations without you or Turn first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. To avoid doubt, these requirements are not waived if the parties do not hold a timely Informal Settlement Conference.

13.4 Arbitration Procedure

- a. The arbitration will be governed by the operative Comprehensive Dispute Resolution Rules and Procedure ("**NAM Rules**") of National Arbitration and Mediation ("**NAM**"), as modified by the provisions of these Terms, and will be administered by NAM (however, if NAM is unavailable or unwilling to administer arbitrations consistent with this arbitration agreement, another arbitration administrator shall be selected by the parties or, if the parties cannot agree on a provider, by the court). The NAM Rules and fee information is available from NAM online at www.namadr.com (<http://www.namadr.com>).
- b. The arbitrator shall be a lawyer with at least 10 years of litigation experience or a retired judge. The parties agree to and are bound by the terms of this arbitration agreement. All issues are for the arbitrator to decide, except that a court must decide issues relating to whether claims can or must be arbitrated, as well as other issues that this arbitration agreement specifies that a court shall decide. The arbitrator may consider rulings in other arbitrations involving other claimants, but an arbitrator's ruling will not be binding in proceedings involving different claimants. If your claim is for \$20,000 or less, you or we may elect for the arbitration to be conducted solely based on documents submitted to the arbitrator as set forth in the NAM Rules. If your claim exceeds \$20,000, any hearings will take place virtually unless the parties agree otherwise, or the arbitrator determines that an in-person hearing is necessary. Any in-person arbitration shall take place at a location that the parties or NAM selects in the state of your primary residence. The parties agree that no depositions shall be taken in connection with an arbitration proceeding. The discovery process shall be limited to the

exchange of documents and 10 written interrogatories, unless otherwise agreed upon by both parties or ordered by the arbitrator. Regardless of the way the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator can award the same damages and relief that a court can award under applicable law. Subject to Section 13.7, the decision of the arbitrator will be final and binding on the parties, and may be confirmed and enforced by any court of competent jurisdiction.

13.5 Arbitration Fees

If Turn initiates arbitration, Turn will pay all NAM filing, administration, case-management, hearing, and arbitrator fees. If you wish to initiate arbitration, the NAM Rules will govern the payment of these fees unless applicable law requires a different allocation of fees for this arbitration agreement to be enforceable. If you are unable to pay your share of the NAM fees, Turn will consider a request to pay them on your behalf, so long as you have fully complied with the requirements in Sections 13.2, 13.3, and 13.8 for any arbitration you initiated.

13.6 Mass Filings

- a. To increase the efficiency of administration and resolution of arbitrations, you and we agree that if there are twenty-five (25) or more individual arbitration demands of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, NAM shall (1) administer the arbitration demands in batches of 100 per batch (plus, to the extent there are less than 100 demands left over after the batching described above, a final batch consisting of the remaining demands), or in a single batch if there are fewer than 100 demands in total; (2) appoint one arbitrator for each batch; (3) administer the batches concurrently; (4) provide for the resolution of each batch as a single consolidated arbitration with one set of administrative fees due per side per batch, one procedural calendar, one virtual hearing (if any), unless the parties agree otherwise or the arbitrator finds that an in-person hearing is necessary in a place the arbitrator determines, and one final award ("**Batch Arbitration**"). Arbitration awards in one batch of arbitration demands shall have no precedential effect on subsequently administered batches.
- b. All parties agree that arbitration demands are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario, raise the same or similar legal issues, and seek the same or similar relief. If the parties disagree on the application or administration of the Batch Arbitration process, either party shall advise NAM, and NAM shall appoint a sole standing emergency arbitrator to determine the applicability of the Batch Arbitration process ("**Batch Arbitrator**"). To expedite the resolution of any such dispute, the parties agree that the Batch Arbitrator may set forth the procedures necessary to resolve any disputes promptly. We shall pay the Batch Arbitrator's fees. You and we agree to cooperate in good faith with NAM to implement any steps to minimize the time and costs of arbitration, which may include: (1) the Batch Arbitrator increasing the size of any batches above 100 based on the total arbitration demands filed; (2) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; or (3) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall not be interpreted as authorizing a class, collective, or mass arbitration or action of any kind or arbitration involving joint or consolidated claims under any circumstances except as expressly outlined in this provision.

13.7 Appellate Arbitration Procedures

If the arbitrator awards either party more than \$10,000 in any arbitration, inclusive or exclusive of attorneys' fees and costs, such party may appeal the arbitration award to a panel of three arbitrators, selected in accordance with

the operative NAM Appellate Dispute Resolution Rules and Procedures, as modified by the terms of these Terms. If NAM is unavailable or unwilling to administer the appeal consistent with this arbitration agreement, another arbitration administrator shall be selected by the parties or, if the parties cannot agree on a provider, by the court. The appeal must be filed within 30 days of the transmittal date of the arbitration award, and the appealing party must pay the filing fee and the costs of the appeal panel, unless the appeal panel determines otherwise. The appeal panel will review the arbitration award based on the record of the arbitration proceedings and the applicable law, and will promptly issue a written decision. The appeal panel may affirm, modify, or vacate the arbitration award, in whole or in part, but may not award any form of relief that exceeds or is different from the relief awarded by the arbitrator. The decision of the appeal panel will be final and binding on the parties, and may be confirmed and enforced by any court of competent jurisdiction.

13.8 Future Changes To Arbitration Agreement

Notwithstanding any provision in these Terms to the contrary, you and Turn agree that if Turn makes any change to this arbitration provision during the period of time that you are receiving the Services or using the Sites (other than a change to the Notice Email Address), you may reject that change by providing Turn with written notice within 30 days of the change to the Notice Address and require Turn to adhere to the language in this arbitration agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration agreement.

13.9 Opting Out Of Arbitration

You may reject this arbitration agreement by sending an opt-out notice to the Notice Email Address ("**Opt-Out Notice**"). To be valid, an Opt-Out Notice must include: (1) your name, mailing address, telephone number at which you can be reached, and e-mail address (if any); (2) any unique identifier Turn provided; and (3) a statement that you are opting out of this arbitration agreement. Turn must receive the Opt-Out Notice within 14 days after the first day you used the Sites or the Services. If your Opt-Out Notice meets these requirements, this arbitration agreement will not apply to you. Rejecting this arbitration agreement will not affect your or Turn's rights or responsibilities under any other agreement. Nor will rejecting this arbitration agreement affect any prior arbitration agreement between you and Turn.

13.10 Miscellaneous

If any provision of this arbitration agreement is determined to be unenforceable, that provision should be severed, and the rest of this arbitration agreement shall be enforced. This arbitration agreement is the complete agreement between you and Turn regarding the arbitration of disputes. If you do not opt out under Section 13.9, this arbitration agreement supersedes any prior or contemporaneous oral or written understandings on the subject except for claims covered by a prior arbitration agreement that are part of pending litigation or arbitration. Finally, you or Turn may, at the court's discretion, recover attorneys' fees and other expenses from the other party if (a) you or Turn file a lawsuit in court and the non-filing party must enter an appearance and file a motion to compel or any other papers in court to enforce this arbitration agreement; and (b) the court determines that the party's insistence on the judicial forum was objectively groundless.

14. General Terms

14.1 Governing Law

These Terms, excluding the arbitration agreement, shall be governed by the laws of the State of Illinois, without giving effect to any laws, rules, or provisions of Illinois that would cause the application of the laws, rules, or provisions of any jurisdiction other than Illinois. This Section is intended to specify the use of Illinois law as the governing law for substantive matters in any arbitration and to interpret these Terms. This Section does not create any other substantive right to non-Illinoisans to assert claims under Illinois law whether by statute, common law, or otherwise.

14.2 Assignment

You shall not assign, delegate, or otherwise transfer these Terms. Any attempt by you to assign, delegate, or transfer these Terms will be null and void. We may assign, delegate, or otherwise transfer these Terms, in whole or in part, without your consent. Subject to this Section, these Terms will be binding on each Party and each Party's successors and assigns.

14.3 Severability

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these Terms will continue in full force and effect.

14.4 Waiver

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

14.5 Cumulative Remedies

All remedies provided for in these Terms are cumulative and in addition to any other rights and remedies available to either party at law, in equity or otherwise.

14.6 Changes To The Services And Sites

We reserve the right, at any time and in our sole discretion, to amend, modify, suspend, or terminate the Services and the Sites, and any part thereof without notice to you. Turn shall have no liability to you or any other person or entity for any modification, suspension, termination, or loss of information.

14.7 Term, Suspension And Termination

- a. These Terms will remain in full force and effect while you use the Services or Sites. You may terminate your use of the Services or Sites at any time.
- b. Turn may terminate, suspend or limit your access to or use of the Services or Sites at any time if:
 - i. you violate these Terms;
 - ii. in the sole discretion of Turn, such action is necessary to prevent material errors or harm, or to limit Turn's liability; or
 - iii. you attempt to access or use the Services or Sites in an unauthorized or unlawful manner.
- c. Any provisions of these Terms that would, by their nature, survive the termination or expiration of these Terms shall so survive.

14.8 Headings

The headings of the sections contained in these Terms are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of the Terms.

14.9 Entire Agreement

Except as provided in these Terms or other terms incorporated by reference into these Terms, these Terms supersede all prior and contemporaneous proposals, statements, sales materials, presentations, or agreements, oral and written. No oral or written information or advice given by us, our agents, or our employees will create a warranty or in any way increase the scope of the warranties or obligations under these Terms.

14.10 Notification

- a. By entering into and accepting these Terms, you agree and consent to receive electronically all communications, agreements, notices, documents and disclosures relating to these Terms and your use of the Services or Sites (collectively, “**Communications**”) as permitted by the Electronic Signatures in Global and National Commerce Act, 15 USC §7001, et seq. (“**E-SIGN Act**”) and the Uniform Electronic Transactions Act. Communications include agreements and policies you agree to (for example, and not by way of limitation, these Terms, including the Privacy Policy), including updates to these agreements or policies; annual disclosures; transaction receipts or confirmations; statements and transaction history; and any other transaction information or other information related to the Services or Sites. You have the right to withdraw your consent at any time. To withdraw consent, you may send a written request by certified mail, postage prepaid and return receipt requested, to Turn at 333 N. Green Street, Convene, 8th Floor, Chicago, IL 60607. If consent is withdrawn, Turn reserves the right to discontinue your access to the Services or Sites, terminate any and all agreements with you, and/or charge you additional fees for paper copies.
- b. Notices to us under these Terms will be provided via email to support@turn.ai (<mailto:support@turn.ai>).

14.11 Force Majeure

Neither you nor Turn shall be liable or responsible to the other, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent such failure or delay is caused by or results from a Force Majeure Event. “**Force Majeure Event**” means acts beyond the affected Party’s reasonable control, including acts of God; flood, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of these Terms; action by any governmental authority; global health pandemic; and national or regional emergency.