Turn Business Customer Terms

Turn Technologies, Inc. Last Updated: October 14, 2026. Effective date: October 14, 2026. This is version 2026-10-14. The version in effect before this date is available on request to legal@turn.ai.

0. Scope, Acceptance, and Order of Precedence

0.1 What these Terms are. These Business Customer Terms ("Terms") are a commercial agreement between Turn Technologies, Inc., a Delaware corporation with offices at 311 West Monroe Street, 3rd Floor, Chicago, IL 60606 ("Turn," "we," or "us"), and the business entity that procures or uses the Services ("Customer" or "you"). These Terms govern the procurement and use of Turn's background screening, identity verification, and related services by a business. They are not a consumer agreement. The Turn Terms of Use at turn.ai/terms govern the relationship between Turn and individuals, including consumers who submit information for a consumer report or who access a report about themselves, and nothing in these Terms limits or modifies any right of a consumer under the FCRA or other applicable law.

0.2 How you accept these Terms. You accept these Terms and they become binding on you when any of the following first occurs: (a) you execute an order form, statement of work, or written agreement that references these Terms; (b) you create or are provisioned an account for the Services, whether by Turn or by a Channel Partner; (c) you accept these Terms through a click-through, check-box, or equivalent affirmative mechanism presented by Turn or by a Channel Partner; (d) you submit a request for a consumer report or other Service through any interface, including a Channel Partner interface; or (e) you access or use a consumer report or other output of the Services. If you accept these Terms on behalf of an entity, you represent that you have authority to bind that entity, and "you" and "Customer" mean that entity.

0.3 Customers who access the Services through a Channel Partner. Some customers procure the Services through a Channel Partner, which is a platform, reseller, distributor, marketplace, or other third party authorized by Turn to make the Services available to its own customers. If you access the Services through a Channel Partner, then:

(a) your commercial relationship for pricing, invoicing, payment, subscription, and platform functionality is with the Channel Partner, not with Turn, and the Channel Partner is not Turn's agent for any purpose and cannot bind Turn or make commitments on Turn's behalf;

(b) these Terms nonetheless apply directly between you and Turn with respect to your procurement and use of the Services, including your obligations under the FCRA and applicable state law, your data protection obligations, your restrictions on use of consumer reports, and the dispute resolution provisions in Section 14. This is because Turn is the consumer reporting agency that prepares and furnishes the consumer report to you, and the FCRA imposes obligations on Turn that Turn can only satisfy by contracting with you directly;

(c) your rights against Turn are those expressly stated in these Terms and no others. Turn makes no warranty, service level, availability, turnaround, accuracy, or support commitment to you, whether directly or as a third-party beneficiary of any Channel Partner Agreement, except as expressly stated in these Terms; and

(d) Turn is not responsible for the Channel Partner's platform, interface, integration, pricing, invoicing, workflow design, or the manner in which the Channel Partner presents, sequences, or stores any disclosure, authorization, consumer report, or adverse action notice. Turn's obligations run to the design and operation of the Services Turn provides.

0.4 Order of precedence. In the event of a conflict, the following order controls, and each instrument prevails over those below it only to the extent of the conflict:

(a) an order form or statement of work signed by both you and Turn;

(b) a data processing agreement signed by both you and Turn;

(c) a master services agreement or other commercial agreement signed by both you and Turn;

(d) the Turn Data Processing Agreement atturn.ai/dpa, as to the processing of personal data;

(e) any Supplemental Terms described in Section 0.6, as to the Service, feature, or interface they accompany; and

(f) these Terms.

A signed agreement described in (a) or (c) displaces the Turn Data Processing Agreement at turn.ai/dpa only to the extent that signed agreement expressly addresses the processing of personal data. A signed agreement that is silent as to a matter the Turn Data Processing Agreement addresses does not displace it as to that matter. A signed agreement described in (a) or (c) controls over Supplemental Terms to the extent it conflicts with them and applies to the matter in question, whether or not it refers to the Service, feature, or interface the Supplemental Terms accompany. Supplemental Terms do not displace the Turn Data Processing Agreement as to the processing of personal data.

The Turn Terms of Use at turn.ai/terms govern Turn's relationship with individuals. They are not a commercial agreement, they are not part of this order of precedence, and no provision of them applies to you as a business, including their dispute resolution provisions.

0.5 Agreements to which you are not a party. Neither the Channel Partner Agreement nor your agreement with a Channel Partner is part of the order of precedence in Section 0.4. The Channel Partner Agreement governs the relationship between Turn and the Channel Partner, including the allocation of responsibilities between them, and as between Turn and the Channel Partner that allocation controls. It confers no right, remedy, warranty, service level, or commitment on you, you are not a third-party beneficiary of it, and it neither varies nor supplements these Terms. Your agreement with a Channel Partner does not bind Turn, is not enforceable against Turn, and cannot vary these Terms. Turn is not obligated to disclose the Channel Partner Agreement to you.

0.6 Documents incorporated by reference. The Turn Data Processing Agreement at turn.ai/dpa, the Turn Privacy Policy at turn.ai/privacy, and any supplemental terms that Turn publishes for a specific Service, feature, or interface and that you accept under Section 0.2(c), as those supplemental terms are updated under Section 13 ("Supplemental Terms"), are incorporated into these Terms by reference. Supplemental Terms apply only to the Service, feature, or interface they accompany and only from the time you accept them. Where Turn and you have executed a separate signed data processing agreement, that signed agreement governs the processing it covers and is not amended by the published Data Processing Agreement.

1. Definitions

Terms defined in the FCRA have their FCRA meanings when used in these Terms. In addition:

"Adverse Action" has the meaning given in FCRA Section 1681a(k).

"Applicable Law" means all laws, regulations, and binding regulatory guidance applicable to a party's performance or use of the Services, including the FCRA, state consumer reporting laws, state and local fair chance and ban-the-box laws, the Illinois Biometric Information Privacy Act and comparable biometric laws, applicable data protection laws, and applicable anti-discrimination laws.

"Authorized User" means an individual whom you permit to access the Services on your behalf.

"Channel Partner" means a platform, reseller, distributor, marketplace, or other third party authorized in writing by Turn under a Channel Partner Agreement to make the Services available to its own customers.

"Channel Partner Agreement" means the master services agreement, reseller agreement, or other written agreement between Turn and a Channel Partner under which Turn authorizes the Channel Partner to make the Services available to its own customers, together with any exhibit, schedule, addendum, or order form forming part of it.

"Consumer" means an individual who is the subject of a Consumer Report or whose personal information is submitted to the Services.

"Consumer Report" has the meaning given in FCRA Section 1681a(d), and includes any report, verification result, or other output of the Services that constitutes a consumer report.

"DPA" means the Turn Data Processing Agreement at turn.ai/dpa, or a data processing agreement signed by both you and Turn.

"FCRA" means the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et seq., as amended.

"Fees" means the amounts payable for the Services, whether payable to Turn or to a Channel Partner.

"Permissible Purpose" means a purpose for which a Consumer Report may lawfully be obtained under FCRA Section 1681b and applicable state law.

"Services" means the background screening, identity verification, monitoring, verification, and related services Turn makes available, together with any Turn software, application programming interface, portal, or documentation used to access them.

2. Access to the Services

2.1 Grant. Subject to these Terms, Turn grants you a non-exclusive, non-transferable, revocable right during the Term to access and use the Services solely for your own internal business purposes and solely for a Permissible Purpose.

2.2 Authorized Users and credentials. You are responsible for all activity conducted through your account and credentials, whether or not authorized by you. You shall (a) limit access to Authorized Users with a business need, (b) require unique individual credentials and not permit credential sharing, (c) promptly deactivate credentials for any individual who no longer requires access, (d) enable multifactor authentication where the Services offer it, and (e) notify Turn at security@turn.ai promptly upon learning of any unauthorized access to or use of your account.

2.3 Onboarding and eligibility. Turn may condition or withhold access to the Services or to any category of Consumer Report on the completion of onboarding, credentialing, identity verification, physical or virtual site inspection, or documentation that Turn reasonably determines is necessary to satisfy its obligations under FCRA Section 1681e(a) or the requirements of a data source. Turn may require re-credentialing at any time.

2.4 Data sources. Some categories of Consumer Report are supplied to Turn by third-party data sources and public record repositories that impose their own eligibility, use, security, and audit requirements. Turn may pass those requirements through to you, and your continued access to the affected category is conditioned on your compliance with them. Turn may discontinue any category of Consumer Report, or any data source, without liability where a data source changes or terminates its terms, becomes unavailable, or where continued use would in Turn's reasonable judgment violate Applicable Law.

2.5 Prohibited uses. You shall not, and shall not permit any Authorized User or third party to: (a) obtain or use a Consumer Report without a Permissible Purpose; (b) obtain a Consumer Report about an individual who is not the subject of an actual, documented employment, engagement, tenancy, volunteer, or other permitted relationship or application; (c) resell, sublicense, or re-furnish any Consumer Report or any part of it to any third party, except with Turn's prior written consent; (d) use the Services to build, populate, train, or enrich any database, product, model, or service other than your own internal personnel or engagement records; (e) reverse engineer, decompile, benchmark for publication, or attempt to derive the source code, models, scoring logic, or data source identities underlying the Services; (f) use the Services to make any credit, insurance underwriting, or tenant screening decision unless Turn has expressly enabled that category in writing for you; (g) circumvent any usage limit, rate limit, or access control; or (h) use the Services in violation of Applicable Law.

3. Customer Compliance Obligations and Certifications

3.1 You are the end user. You are the end user of each Consumer Report you obtain through the Services, and you are the person who procures or causes the preparation of that Consumer Report within the meaning of FCRA Section 1681b(b)(1). Turn is the consumer reporting agency that prepares and furnishes it. Where you access the Services through a Channel Partner, the Channel Partner is not the end user and does not procure the Consumer Report on its own behalf, and the Channel Partner's provision of an interface, workflow, or storage does not transfer to the Channel Partner or to Turn any obligation that Applicable Law places on you.

3.2 Certifications. Each time you request a Consumer Report through the Services, and as a continuing condition of your access, you certify to Turn that:

(a) you have a Permissible Purpose for the Consumer Report, you have identified that Permissible Purpose to Turn accurately, and you will use the Consumer Report only for that Permissible Purpose and for no other purpose;

(b) before obtaining the Consumer Report, you provided the Consumer a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report may be obtained for employment purposes, and you obtained the Consumer's written authorization, in each case in compliance with FCRA Section 1681b(b)(2) and applicable state and local law, including any additional or standalone disclosure, notice, or consent that state or local law requires;

(c) before taking any Adverse Action based in whole or in part on the Consumer Report, you will provide the Consumer a copy of the Consumer Report and a copy of the Consumer Financial Protection Bureau's Summary of Your Rights Under the Fair Credit Reporting Act, will allow a reasonable period for the Consumer to respond and to dispute the accuracy or completeness of the information, and after taking Adverse Action will provide the notice FCRA Section 1681m requires, in each case in compliance with FCRA Section 1681b(b)(3) and applicable state and local law;

(d) you will not use any information in a Consumer Report in violation of any federal, state, or local equal employment opportunity, fair chance, ban-the-box, or anti-discrimination law, and you will conduct any individualized assessment that Applicable Law requires;

(e) you will comply with any additional certification, notice, waiting period, or record retention requirement imposed by the law of any jurisdiction in which the Consumer resides or in which the position is located, including California, Illinois, New York, and any state or locality with comparable requirements;

(f) you will retain the disclosure, authorization, and Adverse Action records for each Consumer Report for the period Applicable Law requires and, at a minimum, for five years, and you will produce them to Turn within ten business days of Turn's written request where Turn requires them to respond to a Consumer dispute, a regulator, or a data source; and

(g) where you obtain a Consumer Report about a Consumer located outside the United States, or where the Services process personal data subject to a non-US data protection law, you have provided all notices and obtained all consents or other lawful bases that law requires.

3.3 Certification is self-executing. The certifications in Section 3.2 are made anew with each request for a Consumer Report and with each renewal or extension of your access, without any separate certification document, signature, or annual attestation. Turn is not required to solicit, and you are not required to deliver, any periodic certification, and Turn's failure to solicit one does not waive any certification you have made. Turn may, but is not required to, request written confirmation of any certification, and you shall provide it within ten business days.

3.4 Ongoing monitoring and continuous services. If you enroll a Consumer in any continuous, periodic, or monitoring Service, you certify that (a) your Permissible Purpose is ongoing for the entire period of enrollment, (b) the Consumer's authorization is ongoing and covers periodic or continuous procurement of Consumer Reports for the duration of the engagement, and (c) you will promptly disenroll any Consumer whose engagement with you ends or whose Permissible Purpose otherwise lapses. Turn may disenroll any Consumer where Turn reasonably believes the Permissible Purpose has lapsed.

3.5 Change of purpose. You shall notify Turn in writing before using any Consumer Report for a purpose other than the Permissible Purpose you identified when you requested it, and you shall not do so unless Turn confirms in writing that the new purpose is permitted.

3.6 Consumer disputes. If a Consumer disputes the accuracy or completeness of information in a Consumer Report, you shall (a) direct the Consumer to Turn's published dispute channel, (b) forward to Turn within two business days any dispute, complaint, or request the Consumer submits to you instead, (c) not investigate, adjudicate, or respond to the substance of the dispute on Turn's behalf or purport to speak for Turn, and (d) cooperate with Turn's reinvestigation, including by producing your disclosure, authorization, and Adverse Action records. Turn conducts reinvestigations and communicates directly with the Consumer as the consumer reporting agency, and neither you nor any Channel Partner may condition, delay, or approve Turn's communications with a Consumer.

3.7 Restrictions on re-disclosure. You shall not re-disclose any Consumer Report or information from it except (a) to your Authorized Users with a business need, (b) to the Consumer who is the subject of the Consumer Report, (c) to a service provider that is assisting you with the engagement decision and is bound by written confidentiality and use restrictions no less protective than these Terms, (d) as

required by Applicable Law or valid legal process, or (e) as FCRA Section 1681e(e) or other Applicable Law otherwise permits. You shall not post, publish, or transmit any Consumer Report to any public or shared repository.

3.8 Compliance program. You shall maintain a reasonable written program for compliance with your obligations under this Section 3, including training for Authorized Users who make or influence engagement decisions, and shall promptly cure any noncompliance you identify. Turn is not responsible for reviewing, approving, or monitoring your compliance program.

3.9 Notice of adverse events. You shall notify Turn within five business days of (a) any governmental or regulatory inquiry, examination, civil investigative demand, or enforcement action relating to your use of Consumer Reports obtained through the Services, and (b) any lawsuit, arbitration, or class action asserting an FCRA or comparable state law claim arising from a Consumer Report obtained through the Services. Notice under this Section is for coordination and does not create any obligation of Turn to defend or indemnify you.

4. Consumer Dispute Resolution Flow-Down

4.1 Extension of your consumer arbitration and class waiver terms to Turn. If you maintain or later adopt an arbitration agreement, class action waiver, jury trial waiver, or dispute resolution agreement with your applicants, employees, contractors, tenants, volunteers, or other individuals who are the subject of Consumer Reports you obtain through the Services, you agree that (a) the agreement extends to and may be enforced by Turn and its affiliates, sub-processors, and data furnishers as intended third-party beneficiaries, with respect to any claim arising out of or relating to a Consumer Report obtained about that individual through the Services, and (b) you will, on Turn's request, produce the operative text and evidence of the individual's acceptance within ten business days.

4.2 No obligation to adopt. Section 4.1 does not require you to adopt a consumer arbitration agreement, and your decision not to maintain one is not a breach of these Terms.

4.3 Cooperation in consumer claims. Where a Consumer asserts a claim against Turn arising from a Consumer Report you obtained, you shall on Turn's request promptly produce your disclosure, authorization, Adverse Action, and engagement records relating to that Consumer, and shall reasonably cooperate in the defense of the claim. You shall bear your own costs of production and cooperation.

5. Data Protection

5.1 DPA. The DPA governs Turn's processing of personal data in connection with the Services and is incorporated into these Terms by reference. Where the DPA and these Terms conflict as to the processing of personal data, the DPA controls.

5.2 Roles. With respect to the delivery of the Services, Turn acts as a processor or service provider and you act as a controller or business, except where the DPA provides otherwise. With respect to those activities Turn is required or permitted to perform in its own right as a consumer reporting agency, including maintaining reasonable procedures to assure maximum possible accuracy, conducting reinvestigations, furnishing file disclosures to Consumers, retaining dispute and audit records, preventing and investigating fraud and misuse of the Services, and responding to regulators and to legal process, Turn acts as an independent controller and business. Your instructions do not extend to, and you may not direct Turn with respect to, those activities. Nothing in these Terms or the DPA requires Turn to act in a manner inconsistent with its obligations as a consumer reporting agency.

5.3 Your data protection obligations. You are responsible for the lawfulness of the personal data you submit to the Services and of your instructions, for providing all notices and obtaining all consents or other lawful bases required for Turn to process personal data as the Services contemplate, and for responding to requests from Consumers to exercise rights, except where the DPA allocates a task to Turn. Where you direct Turn to perform identity verification, the verification is performed by a third-party identity verification provider, and you are responsible for any notice, consent, retention schedule, and other requirement that Applicable Law, including any biometric law, imposes on you in connection with it.

5.4 Security. Turn maintains the technical and organizational measures described in the DPA. You are responsible for the security of your own systems, credentials, and any Consumer Report after Turn delivers it to you or makes it available to you.

6. Confidentiality

6.1 Definition. "Confidential Information" means non-public information disclosed by one party to the other that is designated as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure. Turn's Confidential Information includes the Services' non-public features, pricing, security documentation, audit reports, data source identities, and any technical, architectural, or model information. Consumer Reports and personal data are governed by Section 5 and the DPA rather than by this Section, and are additionally subject to this Section where its protections are greater.

6.2 Obligations. Each party shall (a) use the other's Confidential Information only to perform under or exercise its rights under these Terms, (b) protect it with at least the care it uses for its own confidential information and in no event less than reasonable care, and (c) disclose it only to its personnel, affiliates, and advisors with a need to know who are bound by confidentiality obligations no less protective than this Section.

6.3 Exclusions and compelled disclosure. This Section does not apply to information that is or becomes public through no breach of these Terms, that the recipient held without obligation before disclosure, that the recipient independently develops without use of the discloser's Confidential Information, or that a third party rightfully provides without restriction. A party may disclose Confidential Information where Applicable Law or valid legal process requires, provided it gives the other party prompt notice where lawful and reasonably cooperates in any effort to limit disclosure.

6.4 Publicity. Neither party shall use the other's name, logo, or marks in any public announcement, customer list, case study, or marketing material without the other's prior written consent, except that Turn may identify you as a customer in a confidential list provided to a prospective customer, investor, lender, or acquirer under obligations of confidentiality.

7. Intellectual Property

7.1 Turn's rights. Turn and its licensors retain all right, title, and interest in and to the Services, including all software, models, algorithms, scoring logic, workflows, templates, documentation, and any improvements to them. No rights are granted to you except as Section 2.1 expressly states.

7.2 Your data. You retain all right, title, and interest in the data you submit to the Services, subject to Turn's rights under these Terms and the DPA and subject to Turn's rights and obligations as a consumer reporting agency.

7.3 De-identified and aggregated information. Turn may create de-identified and aggregated information from data processed through the Services that cannot reasonably be used to identify you or any Consumer, and that Turn does not attempt to re-identify, and may use and retain it to operate, secure, develop, test, benchmark, and improve the Services and to produce industry-level statistics and research. Turn shall not publish or disclose de-identified or aggregated information in a form that identifies you or any Consumer.

7.4 Feedback. If you provide suggestions or feedback about the Services, Turn may use it without restriction or obligation to you, and you grant Turn a perpetual, irrevocable, royalty-free license to do so.

8. Fees and Payment

8.1 Customers who contract with a Channel Partner. If you procure the Services through a Channel Partner, the Channel Partner sets your pricing and invoices you, your payment obligation runs to the Channel Partner, and Turn has no obligation to invoice you and no right to collect from you for those Services. Turn is not responsible for the Channel Partner's pricing, invoicing, billing disputes, credits, refunds, or taxes.

8.2 Customers who contract with Turn. If you procure the Services directly from Turn, Fees are as stated in the applicable order form or, absent an order form, as stated in Turn's then-current price list. Invoices are due net 5 days from the invoice date in US dollars. Turn may charge interest on past due amounts at the lesser of 1.5% per month and the maximum rate Applicable Law permits, and may recover its

reasonable costs of collection, including attorneys' fees. Turn may apply a processing fee to payments made by any method other than ACH or wire transfer. Fees exclude taxes, and you are responsible for all sales, use, VAT, and similar taxes other than taxes on Turn's net income.

8.3 Disputed amounts. You shall notify Turn in writing of any disputed invoice amount within 30 days of the invoice date, specifying the basis for the dispute, and shall pay all undisputed amounts when due. Amounts not disputed within that period are deemed accepted.

8.4 Suspension for nonpayment. Turn may suspend the Services on ten days' written notice if any undisputed amount is more than 30 days past due, without prejudice to any other remedy.

8.5 Third-party pass-through charges. Court access fees, county and jurisdictional fees, verification fees, drug testing fees, and comparable third-party charges are passed through and may change without notice.

9. Term, Suspension, and Termination

9.1 Term. These Terms take effect on the date you first accept them under Section 0.2 and continue until terminated as this Section provides. Where an order form specifies a term, that term governs the ordering commitment, and these Terms continue for so long as you have access to the Services or Turn retains data on your behalf.

9.2 Termination for convenience. You may terminate these Terms at any time by ceasing all use of the Services, closing your account, and paying all amounts due. Turn may terminate these Terms or your access to the Services on 30 days' written notice, except where a shorter period is permitted under Section 9.3 or where an order form provides otherwise. Where you procure the Services through a Channel Partner, termination of your agreement with the Channel Partner or of the Channel Partner's agreement with Turn also terminates your access, and Turn is not obligated to continue providing the Services to you directly.

9.3 Immediate suspension or termination. Turn may suspend or terminate your access to the Services immediately and without prior notice where Turn reasonably believes that (a) you lack a Permissible Purpose or have obtained or used a Consumer Report without one, (b) you have breached Section 2.5, Section 3, or Section 6, (c) your continued access presents a risk of unauthorized access to or disclosure of Consumer Reports or personal data, (d) a data source, regulator, or Applicable Law requires it, (e) your account shows indicia of fraud, credential compromise, or misuse, or (f) any amount owed to Turn is materially past due. Turn shall notify you of any suspension as promptly as reasonably practicable and, where the cause is curable, shall describe what cure Turn requires.

9.4 Effect of termination. On termination, your right to access the Services ends, you shall cease all use of the Services, and all Fees accrued through the termination date become due. Turn's obligations with respect to Consumer Reports already furnished, and Turn's obligations to Consumers as a consumer reporting agency, are unaffected by termination.

9.5 Data on termination. Turn shall delete or return personal data as the DPA provides, subject to the retention grounds the DPA states, which include Turn's recordkeeping, file disclosure, reinvestigation, and dispute obligations as a consumer reporting agency. You acknowledge that Turn is required to retain certain records after termination and that this retention is not a breach of these Terms or the DPA.

9.6 Survival. Sections 0.4, 0.5, 1, 2.5, 3.2(d), 3.2(f), 3.6, 3.7, 4, 5.2, 6, 7, 8 as to amounts accrued, 9.4, 9.5, 9.6, 10, 11, 12, 13, 14, and 16, and any provision of Supplemental Terms that by its nature is intended to survive, survive termination or expiration. Sections 3.2(d) and 3.2(f) survive with respect to any Consumer Report furnished before termination.

10. Warranties and Disclaimer

10.1 Mutual warranties. Each party warrants that it has the authority to enter into these Terms and that its performance will comply with Applicable Law.

10.2 Turn's warranty. Turn warrants that it is a consumer reporting agency as the FCRA defines that term and that it will perform the Services in a professional and workmanlike manner. Turn's obligations as a consumer reporting agency, including those FCRA Sections 1681e(a), 1681e(b), 1681g, and 1681i impose, arise under and are governed by the FCRA. Nothing in these Terms limits, waives, or disclaims those obligations, and nothing in these Terms converts them into a contractual warranty, representation, or condition or creates a contractual remedy for their breach.

10.3 Disclaimer. EXCEPT AS SECTION 10.1 AND SECTION 10.2 EXPRESSLY STATE, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND TURN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, OR UNINTERRUPTED OR ERROR-FREE OPERATION. TURN DOES NOT WARRANT THAT ANY CONSUMER REPORT IS COMPLETE, THAT ANY PARTICULAR RECORD WILL BE LOCATED OR REPORTED, THAT ANY RESULT WILL BE DELIVERED WITHIN ANY PARTICULAR TIME, OR THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR LEVEL. TURN DOES NOT WARRANT THAT YOUR USE OF THE SERVICES OR OF ANY CONSUMER REPORT COMPLIES WITH APPLICABLE LAW, AND NOTHING TURN PROVIDES, INCLUDING ANY TEMPLATE, SAMPLE FORM, WORKFLOW, GUIDE, OR COMMUNICATION FROM TURN PERSONNEL, IS LEGAL ADVICE OR A SUBSTITUTE FOR YOUR OWN LEGAL REVIEW.

10.4 No availability or turnaround commitment. Turn makes no commitment as to availability, uptime, response time, or turnaround. Any availability target, turnaround estimate, response target, or performance figure Turn publishes or communicates is an operational objective and not a warranty, condition, service level, or representation, and no credit, refund, or other remedy arises from Turn's failure to meet one. Records that must be obtained from a court, agency, educational institution, employer, or other third party depend on that third party's availability, and delays caused by a third party are excluded from any estimate.

10.5 Information from third parties. Turn reports information as it is supplied by courts, agencies, educational institutions, employers, and other sources. Turn does not create the underlying records and does not warrant the accuracy of information those sources maintain. Turn's obligation as to accuracy is the obligation FCRA Section 1681e(b) imposes and no greater obligation.

10.6 Automated processing. The Services may use automated processing, including machine learning, to search, match, extract, classify, and organize information. Turn maintains reasonable procedures for the review of information before it is reported, as FCRA Section 1681e(b) requires and as Section 10.2 describes, and this Section does not state or imply any particular method, sequence, or degree of review of any individual record. The output of automated processing is an input to your decision and not a decision, recommendation, score, or ranking about any Consumer. Turn does not decide, and does not advise on, whether any Consumer should be engaged, retained, promoted, or terminated. You remain solely responsible for every engagement decision you make and for any decision made in whole or in part on the basis of a Consumer Report.

11. Indemnification

11.1 Your indemnity. You shall defend, indemnify, and hold harmless Turn, its affiliates, and their respective officers, directors, employees, and agents from and against any third-party claim, and any resulting loss, damage, liability, fine, penalty, settlement, or reasonable attorneys' fees and costs, arising out of or relating to (a) your breach of Section 2.5, Section 3, Section 5.3, Section 6, or Section 7, (b) your use of the Services or of any Consumer Report, including any engagement or Adverse Action decision you make, (c) your failure to make any required disclosure, obtain any required authorization, or provide any required Adverse Action notice, (d) your lack of a Permissible Purpose, (e) any claim by a Consumer, employee, applicant, contractor, or tenant of yours arising from your acts or omissions, (f) the unlawfulness of the personal data you submit or of your instructions, or (g) any claim by a Channel Partner arising from your acts or omissions.

11.2 Turn's indemnity. Turn shall defend, indemnify, and hold harmless you and your affiliates from and against any third-party claim, and any resulting loss, damage, liability, fine, penalty, settlement, or reasonable attorneys' fees and costs, arising out of or relating to (a) an allegation that the Services, as Turn provides them and used in accordance with these Terms, infringe or misappropriate a US patent, copyright, trademark, or trade secret, or (b) Turn's gross negligence or willful misconduct in performing the Services. Turn's indemnity

under clause (a) does not apply to any claim arising from your data, your combination of the Services with anything Turn did not provide, your modification of the Services, or your use of the Services other than as these Terms permit, and Turn may at its option procure the right to continue, modify the Services to be non-infringing, or terminate the affected Service and refund any prepaid unused Fees for it.

11.3 Procedure. The party seeking indemnity shall give the indemnifying party prompt written notice of the claim, shall give the indemnifying party sole control of the defense and settlement, provided that no settlement imposing a non-monetary obligation or an admission of liability on the indemnified party may be made without its consent, and shall provide reasonable cooperation at the indemnifying party's expense. Failure to give prompt notice relieves the indemnifying party of its obligation only to the extent it is materially prejudiced.

11.4 Exclusive remedy. Section 11.2(a) states Turn's sole liability and your exclusive remedy for any claim of infringement or misappropriation.

12. Limitation of Liability

12.1 Exclusion of indirect damages. TO THE MAXIMUM EXTENT APPLICABLE LAW PERMITS, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST GOODWILL, LOSS OF DATA, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Cap for customers who contract with Turn. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 11, WHICH ARE SUBJECT TO SECTION 12.4, AND TO THE MAXIMUM EXTENT APPLICABLE LAW PERMITS, TURN'S TOTAL CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND THE SERVICES SHALL NOT EXCEED THE TOTAL FEES YOU ACTUALLY PAID TURN FOR THE SERVICES IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

12.3 Cap for customers who procure the Services through a Channel Partner. IF YOU PROCURE THE SERVICES THROUGH A CHANNEL PARTNER, THEN EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN SECTION 11, WHICH ARE SUBJECT TO SECTION 12.4, AND TO THE MAXIMUM EXTENT APPLICABLE LAW PERMITS, TURN'S TOTAL CUMULATIVE AND AGGREGATE LIABILITY TO YOU ARISING OUT OF OR RELATING TO THESE TERMS AND THE SERVICES SHALL NOT EXCEED THE GREATER OF (A) TEN THOUSAND US DOLLARS AND (B) THE FEES THE CHANNEL PARTNER ACTUALLY PAID TURN THAT ARE ATTRIBUTABLE TO YOUR USE OF THE SERVICES IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

12.4 Absolute ceiling and exclusive remedy. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS, AND INCLUDING WITH RESPECT TO TURN'S INDEMNIFICATION OBLIGATIONS IN SECTION 11, TURN'S TOTAL CUMULATIVE AND AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND THE SERVICES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED ONE HUNDRED THOUSAND US DOLLARS IN THE AGGREGATE. RECOVERY OF THAT AMOUNT IS YOUR SOLE AND EXCLUSIVE REMEDY. THIS SECTION APPLIES REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.1 ARE NOT SUBJECT TO SECTION 12.2, SECTION 12.3, OR THIS SECTION 12.4.

12.5 Matters not limited. Nothing in this Section limits (a) your obligation to pay Fees due, (b) your indemnification obligations under Section 11.1, (c) liability that Applicable Law does not permit to be limited, or (d) any right of a Consumer under the FCRA or other Applicable Law, none of which these Terms limit or modify.

12.6 Allocation of risk. The parties acknowledge that the limitations and exclusions in this Section reflect an agreed allocation of risk, form a fundamental basis of their bargain, and would be different absent them, that the Fees are set in reliance on them, and that they apply even if a limited remedy fails of its essential purpose.

12.7 Time limit. Except for claims for nonpayment, neither party may bring any claim arising out of or relating to these Terms more than one year after the claim accrued.

13. Changes to These Terms

13.1 Updates. Turn may update these Terms from time to time by publishing a revised version at turn.ai/business-customer-terms and updating the "Last Updated" date. Except as Section 13.2 and Section 13.3 provide, the revised version takes effect immediately on publication and governs your use of the Services from that time. Publication is the only notice required, and Turn is not obligated to give separate or advance notice of an update, to maintain a notification list, or to notify you individually.

13.2 Dispute resolution changes are prospective only. Any amendment to Section 14 applies only to disputes arising after the amendment takes effect, and takes effect no earlier than 30 days after publication. The version of Section 14 in effect when a dispute arose governs that dispute.

13.3 No retroactive effect. No update applies retroactively to a claim that accrued before the update took effect, or to the version of these Terms governing a Consumer Report Turn already furnished.

13.4 Termination right. If an update materially and adversely affects you, you may terminate these Terms and your use of the Services by written notice to legal@turn.ai given within 30 days after publication, and the version in effect immediately before the update continues to govern until the termination takes effect. Continued use of the Services after publication, or failure to give notice within that period, constitutes acceptance of the update.

13.5 Signed agreements. This Section does not apply where you and Turn have executed a signed agreement that expressly provides for a different amendment mechanic as to the subject matter of the update, in which case that agreement governs.

14. Dispute Resolution

14.1 Scope and consumer carve-out. This Section governs any dispute, claim, or controversy between you and Turn arising out of or relating to these Terms, the Services, or the relationship between you and Turn, whether in contract, tort, statute, or otherwise ("Dispute"). This Section applies to you as a business entity only. It does not apply to, and does not limit, waive, or modify, (a) any claim of a Consumer, applicant, employee, contractor, tenant, or other individual, which is governed by the Turn Terms of Use and by Applicable Law, (b) any right of a data subject under the Standard Contractual Clauses or other data protection law, including any right to bring proceedings before a supervisory authority or a court in the data subject's place of habitual residence, or (c) any right of a governmental or regulatory authority. Any provision of this Section that would have the effect of limiting a right described in clause (a), (b), or (c) does not apply to that right.

14.2 Informal resolution first. Before commencing arbitration, the party raising the Dispute shall send a written notice to the other party describing the Dispute, the relief sought, and the factual basis for it. Notice to Turn goes to legal@turn.ai and to Turn's registered agent. Within 60 days after the notice, a senior representative of each party with authority to settle shall confer in good faith, by videoconference or in person, to attempt to resolve the Dispute. Neither party may commence arbitration before that 60-day period expires, and the limitations period on the Dispute is tolled during it. A party's failure to comply with this Section is a basis for a court or the arbitrator to enjoin the arbitration until compliance.

14.3 Arbitration where your principal place of business is in the United States. If your principal place of business is in the United States, any Dispute not resolved under Section 14.2 shall be resolved by final and binding arbitration administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures then in effect, as modified by this Section. The arbitration shall be conducted by a single arbitrator who is a lawyer with at least ten years of commercial litigation experience or a retired judge. The seat and location of the arbitration is Chicago, Illinois, provided that the arbitrator may conduct hearings by videoconference. The arbitrator shall issue a reasoned written award sufficient to explain the essential findings and conclusions on which it is based. No depositions shall be taken. Discovery is limited to the exchange of documents and ten written interrogatories per side unless the arbitrator orders otherwise on a showing of substantial need. The arbitrator may award only the relief a court could award under Applicable Law to the individual parties, and may not award relief to or against any person who is not a party. Judgment on the award may be entered in any court of competent jurisdiction. The Federal Arbitration Act governs the interpretation and enforcement of this Section.

14.4 Arbitration where your principal place of business is outside the United States. If your principal place of business is outside the United States, any Dispute not resolved under Section 14.2 shall be resolved by final and binding arbitration administered by the International Centre for Dispute Resolution ("ICDR") under its International Dispute Resolution Procedures then in effect, as modified by this Section. The parties agree that the ICDR International Expedited Procedures apply regardless of the amount in dispute. The arbitration shall be conducted by a single arbitrator. The seat of the arbitration is Chicago, Illinois, United States, and the language of the arbitration is English. The arbitrator shall issue a reasoned written award. No depositions shall be taken. The arbitrator may award only the relief a court could award under Applicable Law to the individual parties. The parties agree that the award is made in the United States for purposes of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 and may be recognized and enforced in any Contracting State. The Federal Arbitration Act, Chapters 1 and 2, governs the interpretation and enforcement of this Section.

14.5 Individual arbitration only; class and representative waiver. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR OTHER REPRESENTATIVE PROCEEDING. All Disputes shall be arbitrated on an individual basis, and the arbitrator may not preside over any form of class or representative proceeding. If this Section 14.5 is held unenforceable as to a particular claim or request for relief, that claim or request shall be severed and litigated in the courts identified in Section 14.9, and the remainder of the Dispute shall proceed in arbitration.

14.6 Consolidation and joinder. Notwithstanding Section 14.5, where two or more arbitrations between the same parties arise out of the same or a series of related transactions and involve common questions of law or fact, either party may apply to the administrator to consolidate them before a single arbitrator, and the administrator's determination is binding. This Section permits consolidation of proceedings between the same parties only, and does not permit joinder of any claim of any person who is not a party.

14.7 Appeal. If the award, exclusive of interest, fees, and costs, exceeds two hundred fifty thousand US dollars, either party may appeal the award to a panel of three arbitrators appointed under the administrator's appellate rules then in effect. The appeal must be filed within 30 days after the award is transmitted. The appealing party shall pay the filing fee and the fees and expenses of the appeal panel, subject to reallocation by the panel. The panel shall review the award on the record and the applicable law and may affirm, modify, or vacate it in whole or in part, but may not award relief exceeding or different from the relief the arbitrator awarded. The panel's decision is final and binding.

14.8 Costs. Each party bears its own attorneys' fees and costs and pays its share of the administrator's and arbitrator's fees as the applicable rules provide, except that the arbitrator may award fees and costs to the prevailing party where Applicable Law or a provision of these Terms so provides.

14.9 Exceptions. Notwithstanding Sections 14.3 through 14.7:

(a) Either party may bring an action in the state or federal courts located in Cook County, Illinois for temporary, preliminary, or permanent injunctive or other equitable relief to prevent or restrain the actual or threatened infringement, misappropriation, or unauthorized use or disclosure of its intellectual property, Confidential Information, Consumer Reports, or personal data, without first complying with Section 14.2 and without posting bond. A party may also seek emergency measures of protection from an emergency arbitrator under the applicable rules.

(b) Turn may bring an action in the state or federal courts located in Cook County, Illinois to collect amounts you owe, including any action on an account, and you consent to the personal jurisdiction and venue of those courts for that purpose.

(c) Either party may bring an action to compel arbitration or to confirm, enforce, modify, or vacate an award in any court of competent jurisdiction.

(d) A court, and not the arbitrator, shall decide whether a claim is subject to arbitration, whether Section 14.5 is enforceable, and any question concerning the formation, existence, or scope of this Section.

14.10 Confidentiality of proceedings. The existence, content, and result of any arbitration under this Section, and all documents and information exchanged in it, are confidential and shall not be disclosed except to the parties' personnel, counsel, insurers, auditors, and advisors with a need to know, as necessary to enforce or challenge an award, or as Applicable Law or valid legal process requires.

14.11 Governing law and residual forum. These Terms are governed by the laws of the State of Illinois, without regard to its conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods. For any Dispute not subject to arbitration, and for any proceeding permitted under Section 14.9, the parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Cook County, Illinois, and waive any objection based on forum non conveniens or lack of personal jurisdiction. Nothing in this Section displaces the law that the DPA or the Standard Contractual Clauses specify as to the matters those instruments govern.

14.12 Survival and severability. This Section survives termination of these Terms and the end of your use of the Services. If any part of this Section other than Section 14.5 is held unenforceable, that part shall be severed and the remainder shall continue in effect.

15. Compliance with Trade and Anti-Corruption Laws

15.1 Trade controls. Each party shall comply with applicable export control, economic sanctions, and import laws. You represent that you are not, and are not owned or controlled by, a party with whom transactions are prohibited under applicable sanctions programs, and that you will not make the Services available to any such party or in any embargoed territory.

15.2 Anti-corruption. Neither party shall offer, promise, or provide anything of value to any government official or other person to obtain an improper advantage in connection with these Terms.

16. General

16.1 Independent parties. The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, fiduciary, or employment relationship. Neither party may bind the other. A Channel Partner is not Turn's agent and cannot bind Turn.

16.2 Assignment. You may not assign these Terms or any right or obligation under them, by operation of law or otherwise, without Turn's prior written consent, except to a successor in a merger, reorganization, or sale of substantially all assets that is not a competitor of Turn and that assumes these Terms in writing. Turn may assign these Terms in whole or in part without your consent. Any attempted assignment in violation of this Section is void.

16.3 Notices. Notices to Turn go to legal@turn.ai with a copy to Turn Technologies, Inc., 311 West Monroe Street, 3rd Floor, Chicago, IL 60606, Attn: Legal. Notices to you go to the email address associated with your account or, where you procure the Services through a Channel Partner, to the email address the Channel Partner has provided to Turn for you. Notice by email is effective on transmission absent an error message. You are responsible for keeping your contact information current.

16.4 Force majeure. Neither party is liable for any delay or failure in performance, other than a payment obligation, caused by an event beyond its reasonable control, including act of God, natural disaster, epidemic, war, terrorism, civil disturbance, labor action, governmental action, court or agency closure, failure of a public utility or telecommunications network, or a third-party service outage. The affected party shall use reasonable efforts to resume performance.

16.5 Third-party beneficiaries. Except as Section 4.1 provides for Turn's affiliates, sub-processors, and data furnishers, and except for a Channel Partner's right to enforce your obligations under Section 3 and Section 5.3 with respect to Consumer Reports it provisioned, these Terms create no third-party beneficiary rights. Nothing in these Terms creates any right of enforcement in a Consumer, and no Consumer's rights under Applicable Law are limited or modified by these Terms.

16.6 Waiver and cumulative remedies. No failure or delay in exercising a right waives it. A waiver is effective only if in writing and signed by the waiving party. All remedies are cumulative.

16.7 Severability. If any provision of these Terms is held unenforceable, it shall be limited or eliminated to the minimum extent necessary, and the remainder shall continue in full force and effect.

16.8 Entire agreement. These Terms, together with the documents Section 0.6 incorporates, including any Supplemental Terms you have accepted, and any signed agreement or order form between you and Turn, are the entire agreement between you and Turn as to their subject matter and supersede all prior and contemporaneous understandings. No purchase order, vendor portal term, click-through term presented by you, or other document you issue varies these Terms, and Turn's performance is not acceptance of any such term.

16.9 Interpretation. Section headings are for convenience only. "Including" means "including without limitation." A reference to a statute includes its implementing regulations and any successor. "Partner" as used in the Turn Terms of Use and the Turn Privacy Policy means Customer for purposes of these Terms.

16.10 US Government users. The Services are commercial computer software and commercial computer software documentation. Any use, duplication, or disclosure by the US Government is subject to the restrictions in FAR 12.212 and DFARS 227.7202, as applicable.

16.11 Industry membership. Turn is a member of the Professional Background Screening Association. That statement is a statement of present fact for informational purposes. It is not a warranty, representation, condition, or continuing covenant, no provision of these Terms makes it one, and a change in Turn's membership status is not a breach of these Terms.

16.12 Contact. legal@turn.ai for these Terms, privacy@turn.ai for data protection, security@turn.ai for security matters, and Turn's published dispute channel for Consumer disputes.