

Turn MCP Supplemental Terms

Turn Technologies, Inc. Last Updated: October 14, 2026. Effective date: October 14, 2026, for each Customer from the moment it first connects an Agent. This is version v2026-10.

These Supplemental Terms govern the use of Turn MCP. They form part of, and are incorporated by reference into, the Turn Business Customer Terms at turn.ai/business-customer-terms (the "Terms") for every Customer, whether Customer procures the Services from Turn directly or through a Channel Partner. Under Section 0.3(b) of the Terms, the Terms apply directly between Turn and a Customer that procures the Services through a Channel Partner, and under Section 0.2 of the Terms of Use at turn.ai a business that procures the Services through a Channel Partner's platform is governed by the Terms. Section references in these Supplemental Terms are to the Terms. Capitalized words not defined here have the meaning given in the Terms. The Turn Terms of Use govern Turn's relationship with individuals, including Consumers, and nothing in these Supplemental Terms alters them.

1. What Turn MCP is and what these Supplemental Terms cover

1.1. "Turn MCP" means Turn's Model Context Protocol server, the tools it exposes, and the related documentation, which together allow an AI agent authorized by Customer (an "Agent") to read information from, and take actions within, Customer's Turn account.

"Documentation" means the documentation for Turn MCP that Turn publishes or makes available in the Turn account, as updated from time to time. Turn MCP is Turn software and an interface used to access the Services within the meaning of the definition of Services in the Terms.

1.2. These Supplemental Terms apply from the moment Customer connects an Agent to its Turn account and continue for as long as any connection exists. Sections 3.2, 3.6, 5, 7, 8, and 9 survive the end of the last connection as to information obtained, and activity that occurred, while a connection existed. Ending a connection does not waive any accrued right or obligation.

1.3. Turn MCP is an interface to the Services. It is not a separate consumer reporting product. Every consumer report requested, delivered, or acted on through Turn MCP is a Consumer Report under the Terms, and every obligation of Customer under the Terms applies to Agent activity exactly as it applies to activity by an Authorized User.

1.4. These Supplemental Terms are in addition to, and do not amend, any agreement signed by Customer and Turn, any Customer Agreement with a Channel Partner, or the pricing of Consumer Reports under any of them. These Supplemental Terms introduce no fees during the evaluation period described in Section 4. Any fee Turn may introduce after that period can apply to Customer only in the manner Section 4 describes.

2. Acceptance and record

2.1. Customer accepts these Supplemental Terms when an administrator of Customer's Turn account confirms acceptance during authorization of the first Agent connection. That confirmation is an acceptance of the Terms under Section 0.2(c) of the Terms and an agreement that these Supplemental Terms form part of the Terms as they apply to Customer's use of Turn MCP. The person accepting represents that they have authority to bind Customer.

2.2. Turn records the name and email of the accepting administrator, the time of acceptance, and the version of these Supplemental Terms accepted. Turn will provide a copy of that record to Customer on request. Notices under these Supplemental Terms are sent to the accepting administrator's email and to any other administrator email addresses in Customer's Turn account, and notice so sent is notice under Section 16.3 of the Terms.

3. Connecting and controlling an Agent

3.1. An Agent is connected by a named Authorized User through Turn's authorization flow. An Agent may only do what the authorizing user could do in the Turn account. Customer may limit, review, and revoke any connection at any time from within the Turn account.

3.2. Customer is responsible for all Agent activity in its account, whether or not intended, to the same extent as activity under its credentials under Section 2.2 of the Terms. Customer shall not allow an Agent connection to be shared across users or across companies.

3.3. Turn logs every action an Agent takes. Where Turn requires a person to confirm an action before it completes, that confirmation is part of the Services and cannot be disabled, purchased, or waived.

3.4. Turn may suspend or rate-limit an Agent connection where it detects activity that threatens the security, integrity, or availability of the Services, where usage patterns indicate credential compromise or misuse, or on any ground in Section 9.3 of the Terms. Turn will notify Customer as promptly as practicable and describe any cure required.

3.5. Turn measures and may review Agent activity in Customer's account, including which tools are called, when, how many screening orders are created through Turn MCP, and the Consumer Reports and actions associated with those orders. Turn does so to operate, secure, and improve Turn MCP and to carry out the activities Turn performs in its own right as a Consumer Reporting Agency subject to the FCRA, as Section 5.2 of the Terms describes, including preventing and investigating misuse of the Services. Turn may use de-identified and aggregated information about Turn MCP usage to design future plans, as Section 7.3 of the Terms provides. This Section states a right of Turn and not an obligation to Customer. It does not make Turn responsible for reviewing or monitoring Customer's compliance, and Sections 3.8 and 10.3 of the Terms are unchanged. Turn's handling of Consumer Report content is governed by the Terms and Turn's Privacy Policy and is not expanded by this Section. Turn shows Customer its own usage counts in the Turn account.

3.6. An Agent, and any provider whose platform operates the Agent for Customer (an "Agent Provider"), acts for Customer and not for Turn. Turn's delivery of information to an Agent is delivery to Customer under Section 5.4 of the Terms. Customer is responsible for selecting the Agent and the Agent Provider, for the Agent Provider's handling, storage, logging, and use of any information the Agent receives, and for ensuring that the Agent Provider is bound by written confidentiality and use restrictions no less protective than Section 3.7 of the Terms, Section 2.6 of the Turn Data Processing Agreement, and Section 5 of these Supplemental Terms. Customer shall not permit an Agent Provider to use information received through Turn MCP for its own purposes, including model training, its own products, or services to anyone other than Customer. For the purposes of Section 3.7 of the Terms and Section 2.6 of the Turn Data Processing Agreement, Customer's disclosure to an Agent that meets this Section is a disclosure to Customer's own personnel or service provider. Turn has no relationship with, and makes no commitment regarding, any Agent or Agent Provider.

4. Fees and the evaluation period

4.1. Turn MCP is provided at no additional charge during an evaluation period. Turn will identify the evaluation period in the Turn account and in the Documentation. Reading information through Turn MCP and placing orders through Turn MCP are both free of charge during the evaluation period, subject to fair use limits described in the Documentation.

4.2. The unit Turn measures is the Agent-placed order: a screening order created in Customer's Turn account through Turn MCP. Consent requests, status checks, result retrieval, and adverse action steps associated with an order are part of that order and are never counted separately. Turn's records of Agent-placed orders are authoritative absent manifest error. Customer may view its current count in the Turn account at any time.

4.3. After the evaluation period, Turn may introduce a software access fee for placing orders through Turn MCP. Turn will give Customer's account administrators at least 30 days notice before any such fee becomes available for selection. No fee applies to Customer unless an administrator of Customer's Turn account affirmatively selects a plan. Reading information through Turn MCP remains free of charge on every plan.

4.4. If Turn introduces a fee and Customer does not select a plan, Agents connected to Customer's account can continue to read information but, from the date stated in the notice under Section 4.3, which will be no earlier than the end of that notice period, can no longer place new orders. Agents may continue consent and adverse action steps for orders that already exist, and no plan selection is required to complete those steps. Customer's Turn account, its Authorized Users, and its access to Consumer Reports are not affected.

4.5. Nothing in these Supplemental Terms changes the price of any Consumer Report or who invoices it. Consumer Reports continue to be invoiced by Turn or by Customer's Channel Partner exactly as before Customer connected an Agent, whether Customer obtains the Services from Turn directly or through a Channel Partner.

4.6. Turn MCP is available to Customers that obtain the Services through a Channel Partner. Nothing in these Supplemental Terms changes the relationship between Customer and its Channel Partner or the terms on which the Channel Partner provides the Services.

4.7. The evaluation period is a one-time accommodation. It does not create a course of dealing and does not entitle Customer to any further period of free use.

5. Restrictions

In addition to Section 2.5 of the Terms, Customer shall not, and shall not permit any Agent to:

- (a) circumvent, disable, or interfere with any usage limit, rate limit, confirmation step, measurement, or access control in Turn MCP;
- (b) use information obtained through Turn MCP, including any Consumer Report or any part of one, to train, fine-tune, evaluate, or improve any machine learning model, or to build or enrich any database or dataset, other than Customer's own internal personnel or engagement records;
- (c) extract information from the Services in bulk or on a schedule without a current permissible purpose, including a properly authorized ongoing screening or monitoring purpose under Section 3.4 of the Terms;
- (d) connect Turn MCP to any agent, tool, or system that is used to obtain or act on information for the benefit of any person other than Customer, or use a single connection to serve more than one employer or engaging entity;
- (e) use Turn MCP to make or communicate an employment decision without the human review that Applicable Law and Customer's own obligations under the Terms require.

6. Changes to Turn MCP

6.1. Turn may add, change, or remove tools in Turn MCP. Turn will maintain documentation of the current tool set.

6.2. Where a change materially reduces the functionality available through Turn MCP, Turn will give at least 30 days notice to Customer's account administrators before the change takes effect. This notice commitment is not a warranty, service level, or availability commitment, and Section 10.4 of the Terms is unchanged.

7. Consumer reports and compliance

7.1. Customer, not the Agent and not Turn, is the user of every Consumer Report obtained through Turn MCP. Customer's certifications of permissible purpose, its disclosure and authorization obligations, and its pre-adverse and adverse action obligations apply to every Agent-initiated request and are not altered by the use of an Agent. Customer is responsible for determining whether its use of an Agent is subject to any law governing automated decision tools or the use of artificial intelligence in employment decisions, including any notice to Consumers that such a law requires, and for complying with it.

7.2. Turn is a Consumer Reporting Agency subject to the FCRA. Nothing in Turn MCP is designed to, or shall be used to, remove any step that Applicable Law requires of Customer or of Turn.

8. Order of precedence

If there is a conflict, the order of precedence in Section 0.4 of the Terms applies, with these Supplemental Terms taking their place after the Turn Data Processing Agreement as to the processing of personal data and before the Terms. In full: (a) an order form or statement of work signed by Customer and Turn; (b) a data processing agreement signed by Customer and Turn; (c) a master services agreement or other commercial agreement signed by Customer and Turn; (d) the Turn Data Processing Agreement at turn.ai/dpa, as to the processing of

personal data; (e) these Supplemental Terms, as to Turn MCP; (f) the Terms. A signed agreement controls to the extent it conflicts with these Supplemental Terms and applies to the matter in question. It need not refer to Turn MCP by name. These Supplemental Terms add terms for Turn MCP where the controlling signed agreement does not address the matter.

9. Everything else

All of the Terms apply to Turn MCP and to these Supplemental Terms, including Sections 9 through 16 on term, warranties, indemnification, limitation of liability, dispute resolution, and updates to published terms. Turn may update these Supplemental Terms as Section 13 of the Terms provides, except that updates remain subject to Sections 4.3 and 6.2 above: an update does not shorten either notice period or remove the affirmative plan selection requirement for a fee under Section 4.3.