

## Turvo, Inc.

### TERMS OF SERVICE

Effective Date: April 1, 2021

Unless you or the organization to which you belong have entered into a separate agreement with us covering your subscription, these Terms of Service (together with the documents referred to in them, the “Terms”) establish the terms under which you may make use of the services which are made available to you via our software platform at <https://turvo.com> or downloaded to a mobile device (the “Services”), as well as all information and data made available to you in connection with the Services (the “Content,” as defined below). If you have entered into a separate Services Agreement with us to use of the Services, then that agreement will apply instead of these Terms.

Welcome to Turvo, a service offered by Turvo, Inc. and its affiliates (collectively “Turvo” “we” and “us”)! These Terms are a binding contract between you and Turvo. Please read these Terms carefully. They cover important information about Services provided to you including, without limitation, any charges, taxes, and fees we bill you. These Terms include information about future changes to these Terms, limitations of liability, a class action waiver, and resolution of disputes by arbitration instead of by a court proceeding. Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.

IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS AND THE ADDITIONAL TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. If you have any questions or concerns regarding these Terms or the Services, please contact us at [compliance@turvo.com](mailto:compliance@turvo.com).

**ARBITRATION NOTICE AND CLASS ACTION WAIVER:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE [ARBITRATION AGREEMENT SECTION BELOW](#), YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

#### Additional Terms

These Terms refer to and incorporate the following Additional Terms, which also apply to your use of the Services:

- Our [Privacy Policy](https://turvo.com/turvo-privacy-policy/) (<https://turvo.com/turvo-privacy-policy/>), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.
- Our [Data Processing Addendum](https://turvo.com/turvo-form-personal-data-processing-agreement/) (<https://turvo.com/turvo-form-personal-data-processing-agreement/>), which describes how we will process any personal data on your behalf.
- Our [Cookies Policy](https://turvo.com/turvo-cookies-policy/) (<https://turvo.com/turvo-cookies-policy/>), which sets out information about the cookies on the Platform.

#### What is Turvo?

Turvo provides a shipping and logistics platform that allows organizations that need logistics services (each, a “Shipper”), organizations that provide logistics services, (such as a 3PL, 4PL, freight broker, etc.), transportation providers like drivers, carriers or rail operators (each “Transportation Providers”) and others to efficiently and elegantly collaborate on enterprise shipments and other related tasks. Certain parts of the Services may also allow customers and their users to track shipments in real-time from

dispatch to delivery. For purposes of these Terms, Shippers, 3PL, 4PL, Brokers, Transportation Providers or others who are customers of Turvo are collectively “Customers”, and the partners, suppliers, vendors or others who are invited by Customers to use Turvo are collectively “Tenants.” Customers and Tenants, as well as any web or mobile app visitor, are collectively “Users”.

### **Will these Terms ever change?**

We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Services, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

### **Eligibility and The Children's Online Privacy Protection Act**

The Services are intended solely for persons who are 18 or older. By accessing or using the Services you represent and warrant that you are not legally prohibited from accessing the Services under the laws of the country in which you access or use them.

The Children's Online Privacy Protection Act (“COPPA”) requires that online service providers obtain parental consent before they knowingly collect personally identifiable information online from children who are under 13 years of age. We do not knowingly collect or solicit personally identifiable information from minors under the age of 18. If you are a minor under the age of 18, please do not attempt to register for or otherwise use the Services or send us any personal information. If we learn we have collected personal information from a minor under 18 years of age, we will delete that information as quickly as possible. If you believe that a minor under 18 years of age may have provided us personal information, please contact us at [compliance@turvo.com](mailto:compliance@turvo.com).

### **Will Turvo ever change the Services?**

We're always trying to improve the Services, so we reserve the right to introduce new features or limits to part or all of the Services, or suspend or discontinue any part of the Services, at any time. If we do so, we will bring it to your attention by placing a notice through the Services, by sending you an email, and/or by some other means.

### **What do the Services cost?**

The fees for the Services will be as described in the ordering document between you and Turvo. You agree to pay us the fees stated therein. As to any payments you make, our third party payment processor will (and you hereby authorize it to) bill your payment card or make an ACH transfer for the applicable fee in advance on or shortly after the date you subscribe for a paid plan and each month or anniversary thereafter, until terminated by you or us. The fees are non-refundable, except as expressly stated otherwise in these Terms.

If you move to a higher tier of a paid plan, the change will take effect immediately and we will charge you for the additional fees associated with the new paid plan on a pro-rata basis. If you move to a lower tier of a paid plan, the change will take effect in the next billing cycle. You acknowledge that you will not receive a refund for the then-current billing cycle if you move to a lower tier of a paid plan, or to a non-payment subscription plan.

We reserve the right not to provide you with the Services until the relevant fee has been received in full and cleared funds.

We also reserve the right to change our fees or payment plans at any time. If you do not agree to such change, you must ask us to delete your account and stop using the Services within 30 days of the date

the new fee or payment plan becomes effective. We will only charge you in respect of the period before termination and based on the old fee or payment plan. If you do agree to such change (which will be deemed from your continued use of the Services after the date the new fee or payment plan becomes effective), your next bill will include the new fees on a pro rata basis.

### **How do I access the Services?**

In order to use the Services, you may be required to register for an account, identify which type of User you are, complete a verification procedure, and select a user name and password (“Account Credentials”).

You agree to provide us with accurate, complete and updated registration information. You may not create an account, select Account Credentials, or otherwise use the Services using any name, information, account or Account Credentials that you do not have a right to use, or impersonate another person. You may not transfer your account to anyone else without our prior written permission. You will not share your account or Account Credentials with anyone, and you must protect the security of your account and your Account Credentials. You’re responsible for any activity associated with your account.

In using the Services, you represent and warrant that:

- (i) you are an individual of legal age to form a binding contract. If you are agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence, refer to that organization or entity).
- (ii) You will only use the Services for your own internal, business or personal use, and only in a manner that complies with all laws that apply to you.
- (iii) You will not contribute any Content or User Submission (each of those terms as defined below) or otherwise use the Services or interact with the Services in a manner that:
  - (a) Infringes or violates the intellectual property rights, privacy rights, or any other rights of anyone else (including Turvo);
  - (b) Violates any law or regulation, including, without limitation, any applicable export control laws;
  - (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
  - (d) Jeopardizes the security of your account or anyone else’s (such as allowing someone else to log in to the Services as you);
  - (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
  - (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
  - (g) Runs Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);
  - (h) “Crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
  - (i) Copies or stores any significant portion of the Content;

- (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services;
- (k) Uses the Services for timesharing or service bureau purposes or for any purpose other than your own use;
- (l) Bypasses any security or other features of the Services designed to control the manner in which the Services is used, harvests or mines Content from the Service, or otherwise accesses or uses the Services in a manner inconsistent with individual human usage;
- (m) Accesses, tampers with or uses non-public areas of the Services Turvo's (and its hosting company's) computer systems and infrastructure or the technical delivery systems of Turvo's providers;
- (n) If you are a Driver, uses the Services while driving;
- (o) Competes with Turvo with respect to the Services offered;
- (p) Violates the terms of any agreement you enter into with Turvo, including any Subscription Agreement, these Terms, or any Additional Terms;
- (q) Assists anyone else is doing any of the foregoing.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

### **What are my rights in the Services?**

The materials displayed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions (as defined below), and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Turvo's) rights.

We reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

You understand that Turvo owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; but please remember that all the restrictions above will continue to apply to that Content.

### **What licenses am I granting to Turvo and other Users?**

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions may be viewable by other Users. In order to display your User Submissions on the Services, and to allow other Users to enjoy them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our Privacy Policy to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Turvo a perpetual, irrevocable, transferable, worldwide, royalty-free, and non-exclusive license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer), reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below.

If you store a User Submission in your own personal account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Turvo the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified Users can view (for example, if you are a Driver, sharing your personal information and location in a way that is viewable only to Shippers and/or Carriers that you authorize, in addition to Turvo) (a "Limited Audience User Submission"), then you grant Turvo the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified Users, and providing the Services necessary to do so. Also, you grant such other specified Users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified Users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a "Public User Submission"), then you grant Turvo the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with Turvo's business. Also, you grant all other Users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

All of the above are licenses only – your ownership in User Submissions is not affected. You agree that the licenses you grant are royalty-free, perpetual, sublicensable, irrevocable, and worldwide.

Finally, you understand and agree that Turvo, in performing the required technical steps to provide the Services to our Users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

### **What if I see something on the Services that infringes my copyright?**

You may have heard of the Digital Millennium Copyright Act (the "DMCA"), as it relates to online service providers, like Turvo, being asked to remove material that allegedly violates someone's copyright. In accordance with the DMCA, we've adopted the policy below toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders. To learn more about the DMCA, [click here](#).

(1) Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to the Turvo's Designated Agent to Receive Notification of Claimed Infringement (our "Designated Agent," whose contact details are listed below):

(a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

(b) Identification of works or materials being infringed;

(c) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Turvo is capable of finding and verifying its existence;

(d) Contact information about the notifier including address, telephone number and, if available, email address;

(e) A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and

(f) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

(2) Once Proper Bona Fide Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:

(a) remove or disable access to the infringing material;

(b) notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and

(c) terminate such content provider's access to the Services if he or she is a repeat offender.

(3) Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to the Designated Agent:

(a) A physical or electronic signature of the content provider;

(b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

(c) A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and

(d) Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which Turvo is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Turvo may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Turvo may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Turvo's discretion.

Please contact Turvo's Designated Agent at the following address:

Copyright Manager  
Turvo  
3 E. Third Avenue #338  
San Mateo, CA 94401  
United States  
Phone: 650-830-3500  
Email: [compliance@turvo.com](mailto:compliance@turvo.com)

### **Who is responsible for what I see and do on the Services?**

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk. Turvo disclaims any liability for any errors or omissions in that information or Content, and for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any Users with whom you interact in using the Services and are not responsible for which Users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are responsible for all your activity in connection with the Services. You represent and warrant that you own all rights in and to any User Submission, or that you have obtained all necessary rights and/or permissions to make and submit the User Submission and to grant the licenses to such User Submissions contained herein.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Turvo. When you access third party websites or use third party services, you accept that there are risks in doing so, and that Turvo is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

Turvo has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Turvo will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Turvo shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Turvo is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Turvo, its directors, officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

### **What if I want to stop using the Services?**

You're free to stop using the Services at any time. No refunds will be provided for any fees paid prior to termination.

Turvo is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Turvo has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Please refer to our Privacy Policy, as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. Account termination may result in destruction of any Content or User Submission associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important Content or User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Company.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement.

### **Do any other terms apply?**

If you are using the Services through Turvo as an organization that needs logistics services (Shipper), you also agree to the additional terms in this section.

You represent and warrant that you are one of the following services operators: a bona fide shipper, freight broker, third-party logistics provider (“3PL”), fourth-party logistics provider (“4PL”), freight forwarder, intermodal shipper, rail company, motor carrier, or an individual engaged in the bona fide business of shipping.

You agree to maintain all requisite and appropriate authority (including all applicable permits and registrations) to operate as a Shipper and will cease immediately to use the Services if for any reason you no longer maintain such authority. Without limiting the foregoing:

- You will not represent yourself as operating under the authority of any person or entity without the express, verifiable authorization from such person or entity;
- You will not attempt to ship or broker freight without proper legal authority (including, without limitation, all necessary permits and registrations);
- You represent that your use of the Services is solely for your commercial purposes related to your movement of freight or other services offered on the Services and that you shall not reproduce, republish, resell, or distribute such information in any format, in whole or in part, for sale or commercial use by third parties.

You agree that tracking the locations of your shipments through the Services does not guarantee your shipments will be delivered at the time you specified or the location accuracy of your shipments at any time;

You agree not to ship and track through our Services contraband, stolen products, products that are illegal to transport via freight, or any other products we, in our sole discretion, deem inappropriate;



You agree to insure your shipments displayed through the Services;

You acknowledge that Turvo does not provide transportation services and is not a transportation carrier. It is up to the transportation provider, Driver or vehicle operator to offer transportation services which may be scheduled through use of the Services. You further acknowledge that Turvo, through the Services, offers information and a method to obtain such transportation services but does not provide and does not intend to provide transportation services in any way as a transportation carrier and has no responsibility or liability for any transportation services provided to you by any third parties; and

If you are using the Services through Turvo as an organization that provides logistics services (Broker, 3PL, 4PL, Freight Forwarder, Carrier or a Driver), you also agree to the additional terms in this section:

You shall maintain all requisite and appropriate authority (including all applicable permits and registrations) to operate as a Broker, 3PL, 4PL, Freight Forwarder, Carrier or a Driver, as applicable, and will cease immediately to use the Services if for any reason you no longer maintain such authority.

Without limiting the foregoing:

- You will not represent yourself as operating under the authority of any person or entity without the express, verifiable authorization from such person or entity;
- You will not attempt to broker freight without proper legal authority (including, without limitation, all necessary permits and registrations);
- You will not enter into any transaction to transport freight without the appropriate level of insurance coverage or bond;
- You will not enter into a transaction to transport freight outside the geographic bounds of your carrier authority;
- You will not enter into a transaction to transport commodities or any other freight you are not authorized to transport;
- You represent that your use of the Services is solely for your commercial purposes related to your movement of freight or other services offered on the Services and that you shall not reproduce, republish, resell, or distribute such information in any format, in whole or in part, for sale or commercial use by third parties; and
- You acknowledge that you are responsible for verifying the accuracy of any information available on the Services, including but not limited to information about loads, truck or equipment, and that you are not solely relying on the information available in the Services to contract with a Shipper.

You agree that tracking the locations of your shipments through the Services does not guarantee your shipments will be delivered at the time you specified or the location accuracy of your shipments at any time;

You agree not to ship and track through our Services contraband, stolen products, products that are illegal to transport via freight, or any other products we, in our sole discretion, deem inappropriate;

If you upload Content which includes your equipment type, you agree to allow us to use it to suggest, offer, promote or connect you with potential loads or 3PL/ 4PL parties. Furthermore, you approve of the use or display of your safety ratings and insurance certificate, as provided by the FMCSA or other authority, in the Services, and you hereby agree that Turvo shall have no liability to you or any third party for any incorrect or inaccurate data in such ratings; and

You agree your contact information may be displayed, used, and accessed by any other user of the Service. Contact information includes but is not limited to, your name, your company name, your MC and/or DOT numbers, your phone number and your email address. You hereby understand and acknowledge that it is the Users of the Services, and not Turvo, who provide the contact information, and you further acknowledge that Turvo makes no warranty regarding the accuracy of any such contact information.

## **What else do I need to know?**

*Warranty Disclaimer.* Neither Turvo nor its licensors or suppliers make any representations or warranties concerning any content contained in or accessed through the Services including Content and User Submissions, and we disclaim responsibility or liability for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We (and our licensors and suppliers) make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services. Turvo makes no representation, warranty or guarantee that any successful commercial result will be obtained as a result of any use of the Services, including, without limitation, that any use of the Services will result in your employment or engagement through the Services. Turvo is not liable or responsible to you, the recipient of any shipments, or anyone else for any shipments contracted for through the Services that may become lost or cannot be located while in transit. Products and services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided “AS IS” and without any warranty of any kind from Turvo or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product). THE SERVICES AND CONTENT ARE PROVIDED BY TURVO (AND ITS LICENSORS AND SUPPLIERS) ON AN “AS-IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

*Limitation of Liability.* TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL TURVO (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO TURVO IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

*Indemnity.* To the fullest extent allowed by applicable law, You agree to indemnify and hold Turvo, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys’ fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

*Assignment.* You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Turvo’s prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

*Choice of Law.* These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of California, without regard to the conflicts of laws provisions thereof.

*Arbitration Agreement.* Please read the following ARBITRATION AGREEMENT carefully. It requires you to arbitrate certain disputes and claims with Turvo and limits the manner in which you can seek relief from us. Both you and Turvo acknowledge and agree that for the purposes of any dispute arising out of or

relating to the subject matter of these Terms, Turvo's officers, directors, employees and independent contractors ("Personnel") are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND TURVO ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

(a) Arbitration Rules; Applicability of Arbitration Agreement. Any dispute arising out of or relating to the subject matter of these Terms shall be finally settled by binding arbitration in Santa Clara County, California. The arbitration will proceed in the English language, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.

(b) Costs of Arbitration. The JAMS rules will govern payment of all arbitration fees. Turvo will pay all arbitration fees for claims less than \$75,000. Turvo will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

(c) Small Claims Court. Furthermore, either you or Turvo may assert claims, if they qualify, in small claims court in Santa Clara County, California or any United States county where you live or work.

(d) Waiver of Jury Trial. YOU AND TURVO WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. You and Turvo are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Turvo over whether to vacate or enforce an arbitration award, YOU AND TURVO WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

(f) Opt-out. You have the right to opt out of the provisions of this section by sending written notice of your decision to opt out either by email at [compliance@turvo.com](mailto:compliance@turvo.com) or by mail, postmarked within 30 days of first accepting these Terms to the following address: 3 E. Third Avenue #338, San Mateo, CA 94401 United States. Your notice (whether submitted via email or via mail) must include (1) your name and residence address; (2) the email address and/or telephone number associated with your account; and (3) a clear statement that you want to opt out of these Terms' arbitration agreement.

(g) Exclusive Venue. If you send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either you or Turvo to litigate any dispute arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party and both you and Turvo agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in Santa Clara County, California.

(h) Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Turvo may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Turvo agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Turvo, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Turvo, and you do not have any authority of any kind to bind Turvo in any respect whatsoever.