LEGAL

Subscription Agreement

Commercial subscription contract between AYCEM TECH LLC (TurnoYa) and its customers

Effective Date: November 15, 2026 — AYCEM TECH LLC · TurnoYa · www.turnoya.app

This Agreement governs paid subscriptions to TurnoYa. TurnoYa's separately published Terms & Conditions and Privacy Policy remain applicable and are incorporated by reference. AYCEM TECH LLC, 7512 Jewel Ave, North Bay Village, FL 33141, United States.

Subscription Summary

This summary is for convenience only. If it conflicts with an operative provision of this Agreement, the operative provision controls.

Billing	Monthly, billed in advance, with automatic monthly renewal until canceled. Lite and Lite + AI can also be purchased with annual payment billed in advance and automatic annual renewal.
Lite	$19.99 USD/month or $199 USD/year, for one (1) Branch.
Lite + AI	$34.99 USD/month or $349 USD/year, for one (1) Branch, with WhatsApp AI Agent.
Free Trial	Lite and Lite + AI: 1 month free, no payment method required. If no payment method is added before the trial ends, the subscription is canceled and data is kept for 30 days before it is deleted. Premium and Premium + AI do not include a trial.
Premium	$99 USD/month per Branch.
Premium + AI	$249 USD/month for the primary Branch; additional Branches use Premium subscriptions.
Users	No stated numerical user limit, subject to security and reasonable-use controls.
Premium + AI WhatsApp	Up to 3 WhatsApp Agents, subject to provider eligibility, approvals, and technical limits.
Cancellation	May be requested at any time; effective at the end of the current paid billing cycle.
Refunds	No refunds, credits, or prorated refunds except where required by applicable law.
Upgrades / Downgrades	Upgrades may be prorated during the cycle; downgrades take effect next cycle.
Failed Payment	Access may be suspended or locked until payment is successfully completed.
Support	support@turnoya.app · +1 786 567 1815 · +57 302 360 8959

1. Parties, Acceptance, and Incorporated Terms

This Customer SaaS Subscription Agreement (the "Agreement") is entered into between AYCEM TECH LLC, a Florida limited liability company doing business as TurnoYa ("TurnoYa," "Company," "we," "us," or "our"), and the person or entity that purchases, accesses, or uses a paid TurnoYa subscription ("Customer," "you," or "your").

If the individual accepting this Agreement is acting for a corporation, partnership, salon, barbershop, clinic, studio, franchise, or other organization, that individual represents and warrants that they have authority to bind that organization.

Customer's subscription is also subject to TurnoYa's then-current Terms & Conditions and Privacy Policy published on www.turnoya.app, each of which is incorporated by reference. This Agreement governs the commercial subscription relationship. If a specific commercial term in this Agreement conflicts with a general provision in the Terms & Conditions, this Agreement controls solely for that commercial term. The Privacy Policy controls TurnoYa's public-facing description of its personal-data practices.

By affirmatively accepting this Agreement through the online subscription flow and completing the purchase, Customer agrees to be legally bound by it.

2. Definitions

- **"AI Features"** means TurnoYa functionality that uses automated or artificial-intelligence systems to assist with communications, drafting, classification, routing, recommendations, scheduling support, or related tasks.
- **"Authorized User"** means an employee, contractor, owner, professional, or other individual authorized by Customer to use the Services under Customer's account.
- **"Branch"** means a distinct physical or operational business location managed through TurnoYa.
- **"Customer Data"** means information, records, files, contacts, appointment information, communications, configuration data, and other content submitted to or generated through the Services on Customer's behalf, excluding TurnoYa platform data and de-identified usage analytics.
- **"End Customer"** means a person who interacts with Customer through TurnoYa, including a person who books, changes, or manages an appointment.
- **"Services"** means TurnoYa's subscription software, applications, hosted websites, AI tools, integrations, APIs, support, and related hosted services made available under the selected plan.
- **"Third-Party Service"** means a platform, API, processor, hosting provider, messaging service, social network, email provider, payment processor, AI provider, or other third-party product connected to or used by the Services.
- **"WhatsApp Agent"** means an AI-enabled TurnoYa agent configured to communicate through a supported WhatsApp Business connection. A WhatsApp Agent is a TurnoYa software configuration and does not by itself guarantee a particular WhatsApp number, account, approval, message quota, or Meta entitlement.

3. Services and Subscription Scope

TurnoYa provides a hosted business-management platform designed for appointment-based and service-oriented businesses. Depending on the selected plan and enabled integrations, the Services may include business-management tools, appointment management, a service-provider application, a customer-facing business website, End Customer registration and appointment self-management, communications tools, and AI-assisted customer engagement.

The Services are licensed, not sold. Customer receives a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during an active subscription, solely for Customer's internal business or permitted personal use and subject to this Agreement.

TurnoYa may provide standard support, onboarding materials, configuration assistance, documentation, and technical guidance. Unless expressly purchased or agreed in writing, custom development, data migration, dedicated account management, guaranteed implementation timelines, professional services, and custom integrations are not included in the standard subscription fee.

4. Plans, Branch Licensing, and Usage Limits

4.1 Lite and Lite + AI Plans. The Lite Plan is priced at $19.99 USD per month or $199 USD per year (annual payment billed in advance). It includes the TurnoYa business management system (dashboard, calendar, cash register and customers; services, products, inventory and suppliers; employees and reports), a customer-facing booking website, and mobile access, for one (1) Branch. The Lite + AI Plan is priced at $34.99 USD per month or $349 USD per year and includes Lite functionality plus a WhatsApp AI Agent that can answer customer questions, send reminders and attendance confirmations, and book and confirm appointments, subject to third-party approvals, account eligibility, provider limits, and technical availability. Lite and Lite + AI cover a single Branch; to operate multiple Branches, Customer must purchase Premium or Premium + AI.

4.2 Premium Plan. The Premium Plan is priced at $99 USD per month per Branch. It includes the TurnoYa business management system, the service-provider application, and a customer-facing business website that may permit End Customers to register, book, and manage appointments.

4.3 Premium + AI Plan. The Premium + AI Plan is priced at $249 USD per month for the primary Branch and includes Premium functionality plus AI Features for supported customer-communication channels, including website chat, WhatsApp, email, and connected social networks. The Premium + AI Plan includes up to three (3) WhatsApp Agents, subject to third-party approvals, account eligibility, provider limits, and technical availability.

4.4 Multi-Branch Rule. If Customer operates more than one Branch and wants Premium + AI functionality, Customer purchases one Premium + AI subscription for its primary Branch and one Premium subscription for each additional Branch. The Premium + AI subscription may centrally manage eligible AI functionality for Customer's active subscribed Branches. Customer may not use one paid Branch license to operate unlicensed Branches.

4.5 Users and Reasonable Use. TurnoYa does not currently impose a stated numerical limit on Authorized Users. Usage must remain reasonable, secure, lawful, and consistent with the intended operation of the Services. TurnoYa may implement technical limits, rate limits, fair-use thresholds, or anti-abuse controls where reasonably necessary to protect system reliability, security, Third-Party Services, or other customers.

5. Accounts and Authorized Users

Customer must provide accurate registration, contact, billing, and business information and keep it current. Customer is responsible for all activity under its account and for ensuring that Authorized Users comply with this Agreement.

Customer must maintain reasonable credential security, use unique credentials where appropriate, promptly remove access for former personnel, and notify TurnoYa without undue delay if Customer suspects unauthorized access or credential compromise.

Customer may not sell, rent, share, or transfer account access to unrelated third parties, except as expressly permitted for Customer's Authorized Users or approved service providers acting on Customer's behalf.

6. Fees, Taxes, Billing, Third-Party Charges, and Automatic Renewal

Subscription fees are billed in advance in U.S. dollars, monthly or, for Lite and Lite + AI where Customer chooses annual payment, once per year. Customer authorizes TurnoYa and its payment processor to charge Customer's payment method for recurring subscription fees, applicable taxes, authorized upgrades, add-ons, disclosed usage-based amounts, and other amounts properly due under the subscription.

Subscriptions automatically renew at the end of each billing period (monthly or annual) until canceled in accordance with Section 7. TurnoYa may change pricing for future renewal periods by providing advance notice where required by applicable law. Continued use after a properly disclosed price change takes effect constitutes acceptance of the new price, subject to any mandatory rights Customer may have.

Standard subscription fees do not include charges imposed by Third-Party Services unless checkout or a written order expressly states that those charges are included. Third-party message, conversation, phone-number, email, API, AI-model, social-platform, payment-processing, or similar usage charges may be billed separately or passed through only when disclosed to Customer before the applicable charge is incurred or as otherwise permitted by the Customer's selected configuration.

Fees are exclusive of sales, use, value-added, withholding, or similar taxes unless stated otherwise. Customer is responsible for applicable taxes arising from its purchase, other than taxes imposed on TurnoYa's net income.

7. Upgrades, Downgrades, Cancellation, and No Refunds

7.1 Upgrades. Customer may upgrade during an active billing cycle. An upgrade may become effective immediately, and Customer may be charged the prorated difference for the remaining portion of the current billing cycle.

7.2 Downgrades. A downgrade request takes effect at the start of the next billing cycle. Customer remains responsible for the current plan charges through the end of the already-paid billing period. TurnoYa may require Customer to reduce usage, Branches, features, or integrations to fit the downgraded plan before the downgrade becomes effective.

7.3 Cancellation. Customer may request cancellation at any time through the account, billing portal, or an available support process. Cancellation stops the next automatic renewal and becomes effective at the end of the then-current paid billing cycle unless applicable law requires a different result. Customer retains access to paid features through the end of that billing cycle unless access is suspended or terminated under this Agreement.

7.4 No Refunds. ALL SUBSCRIPTION PAYMENTS ARE FINAL AND NON-REFUNDABLE. TURNOYA DOES NOT PROVIDE REFUNDS, PRORATED REFUNDS, OR CREDITS FOR PARTIAL BILLING PERIODS, UNUSED TIME, UNUSED FEATURES, UNUSED BRANCH CAPACITY, DOWNGRADES, OR CUSTOMER DECISIONS TO STOP USING THE SERVICES, EXCEPT TO THE EXTENT A REFUND OR OTHER REMEDY IS REQUIRED BY APPLICABLE LAW.

8. Failed Payments, Chargebacks, and Fraud Prevention

If a payment is declined, reversed, disputed, overdue, or otherwise not successfully collected, TurnoYa may suspend or lock Customer's access until all required amounts are successfully paid. Suspension does not waive amounts already due and does not extend a billing period.

If Customer initiates a chargeback or payment dispute, TurnoYa may provide the payment processor or financial institution with records reasonably necessary to respond to the dispute, including transaction details, acceptance records, account activity, and relevant communications, subject to applicable law and the Privacy Policy.

TurnoYa may use reasonable fraud-prevention measures, including payment verification, account review, rate limits, login controls, and technical risk signals. TurnoYa may reject or suspend transactions or accounts reasonably suspected of fraud, abuse, unauthorized payment activity, or material security risk.

9. Trials, Promotions, Credits, and Beta Access

TurnoYa may offer free trials, promotional pricing, credits, coupons, or limited-time offers. Additional terms displayed with an offer form part of that offer. Unless expressly stated otherwise, promotional benefits are non-transferable, have no cash value, may be limited to eligible customers, and may not be combined.

If a trial requires a payment method and is disclosed as converting to a paid subscription, Customer authorizes recurring billing to begin when the trial ends unless Customer cancels before the conversion date.

Lite and Lite + AI include a one (1)-month free trial that does not require a payment method. To continue after the trial, Customer must add a payment method before it ends. If Customer does not, the subscription is automatically canceled when the trial ends and Customer Data is kept for thirty (30) days before it is permanently deleted; during that period Customer may reactivate the subscription. Premium and Premium + AI do not include a free trial unless stated otherwise.

TurnoYa may designate features as beta, preview, early access, experimental, pilot, or similar. Beta features may be incomplete, changed without notice, unavailable in some regions, or discontinued. Beta features may have different support, availability, security, performance, or retention characteristics than generally available features and are provided without any service-level commitment unless expressly agreed otherwise.

10. Customer Data Ownership and Permitted Use

As between the parties, Customer retains all ownership rights it has in Customer Data. TurnoYa does not acquire ownership of Customer's appointment records, contact lists, business records, customer content, or other Customer Data merely because that data is processed through the Services.

Customer grants TurnoYa a limited, worldwide, non-exclusive right to host, copy, transmit, process, display, format, index, analyze, and otherwise use Customer Data only as reasonably necessary to provide, operate, secure, support, troubleshoot, maintain, and improve the Services; provide requested integrations; prevent fraud or abuse; comply with law; and enforce this Agreement.

TurnoYa may generate and use aggregated or de-identified information that does not reasonably identify Customer or an individual for analytics, security, service improvement, performance benchmarking, and product development, subject to applicable law and the Privacy Policy.

Customer represents that it has all rights, notices, consents, permissions, and lawful bases necessary to provide Customer Data to TurnoYa and to instruct TurnoYa to process it as contemplated by the Services.

11. Privacy and Data Protection Compliance

TurnoYa will process personal information in accordance with its Privacy Policy and applicable data-protection laws. Customer remains responsible for determining which laws apply to Customer's own business, End Customers, marketing practices, communications, and data collection.

Where Customer acts as a business, controller, or similar regulated entity and TurnoYa processes personal data on Customer's behalf, the parties will enter into or incorporate an appropriate data processing addendum when legally required or commercially agreed.

Customer is responsible for providing legally sufficient privacy notices and obtaining any consents required for appointment reminders, marketing, messaging, AI-assisted communications, and data sharing through connected Third-Party Services.

TurnoYa may process or store data using service providers located in the United States or other jurisdictions, subject to applicable legal requirements and contractual safeguards where required.

12. Security Measures

TurnoYa will maintain commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Data against unauthorized access, use, alteration, or disclosure. Security is a shared responsibility, and no online service can guarantee absolute security.

Customer must protect credentials and devices used to access TurnoYa, use reasonable access controls, keep contact information current, and promptly notify TurnoYa of suspected unauthorized access or security incidents affecting Customer's account.

TurnoYa may take reasonable measures to protect the Services, including authentication controls, logging, encryption where appropriate, vulnerability management, backups, access restrictions, abuse monitoring, and incident-response procedures. Specific controls may change as technology and risk evolve.

13. Backups, Retention, Export, and Deletion

TurnoYa may maintain backups and redundancy for business continuity, resilience, and disaster recovery. Backups are not a substitute for Customer's own record-retention or archival obligations, and TurnoYa does not guarantee restoration of any particular item of Customer Data.

Customer is responsible for exporting Customer Data that it is legally or operationally required to retain before cancellation or termination, using available export functionality or an available support process where applicable.

Following subscription termination, TurnoYa may, but is not obligated to, retain Customer Data for a limited period for operational, recovery, legal, fraud-prevention, backup, or compliance purposes. TurnoYa may delete Customer Data from active systems after termination and may retain residual copies in backups until those backups expire through normal retention cycles. Customer should not rely on post-termination recovery unless TurnoYa expressly confirms availability in writing.

TurnoYa may retain information that it is legally required or legitimately entitled to retain, including billing, security, fraud-prevention, transaction, and acceptance records, subject to applicable law and the Privacy Policy.

14. AI Features and AI-Generated Responses

AI Features may draft, classify, summarize, route, recommend, or send communications based on Customer configuration, Customer Data, End Customer communications, and Third-Party Services. AI output is probabilistic and may be incomplete, inaccurate, outdated, misleading, delayed, offensive, or otherwise unsuitable for a particular situation.

Customer is responsible for configuring and supervising AI Features and for deciding whether AI output is appropriate for Customer's business, End Customers, services, pricing, scheduling, policies, legal obligations, and communications. Customer should use human review for material decisions, sensitive situations, complaints, refunds, health or safety matters, legal matters, financial commitments, and other high-impact communications.

TurnoYa does not guarantee that AI Features will produce a particular response, outcome, booking, conversion, lead, revenue result, or level of accuracy. Customer remains responsible for communications made through its account, including communications generated or assisted by AI Features.

TurnoYa may restrict or disable AI Features where reasonably necessary for safety, compliance, abuse prevention, technical reliability, or Third-Party Service requirements.

15. WhatsApp, Meta, Social, Email, and Third-Party Channels

The Services may connect to WhatsApp, Meta platforms, email providers, social networks, or other communication channels. Customer must maintain any required third-party accounts, permissions, approvals, credentials, business verifications, and consents necessary to use those channels.

Customer's use of WhatsApp, Meta, Facebook, Instagram, email, or other Third-Party Services is subject to the applicable provider's own terms, acceptable-use policies, messaging rules, template requirements, rate limits, commerce rules, privacy requirements, and enforcement decisions.

Customer is responsible for complying with those requirements.

TurnoYa does not control and cannot guarantee approval, uninterrupted availability, message delivery, account status, phone-number availability, template approval, rate limits, inbox placement, API access, social-platform access, or continued functionality of a Third-Party Service. A third party may suspend, restrict, reprice, modify, or discontinue its service without TurnoYa's control.

The Premium + AI Plan includes up to three WhatsApp Agents as TurnoYa software configurations, but actual WhatsApp connectivity remains dependent on Meta/WhatsApp eligibility, supported account structures, number availability, provider rules, and technical capability. Unless expressly stated at checkout, third-party messaging or conversation charges are not included in the Premium + AI subscription fee.

16. APIs and Integrations

TurnoYa may provide APIs, webhooks, connectors, or integrations with Third-Party Services. Customer may use them only as documented, within applicable rate limits, and for lawful purposes connected to Customer's authorized use of the Services.

Customer may not use an API or integration to bypass plan limits, scrape or extract data unlawfully, interfere with system performance, circumvent access controls, or enable an unauthorized competing service. TurnoYa may apply rate limits, authentication requirements, version changes, security controls, or suspension where reasonably necessary.

TurnoYa may modify, replace, deprecate, or discontinue an API or integration, particularly when required by security, law, provider changes, product evolution, or technical constraints. TurnoYa will use commercially reasonable efforts to provide advance notice of material planned changes where practicable.

17. Acceptable Use and Customer Responsibilities

Customer will use the Services only for lawful purposes and in accordance with this Agreement, the Terms & Conditions, applicable law, and applicable Third-Party Service rules. Customer may not:

- use the Services for unlawful, deceptive, fraudulent, abusive, harassing, infringing, or malicious activity;
- send spam, unlawful telemarketing, unauthorized marketing messages, or communications without required consent;
- introduce malware, attempt unauthorized access, defeat authentication, probe vulnerabilities without authorization, or disrupt the Services;
- reverse engineer, copy, modify, resell, sublicense, or commercially exploit the Services except to the extent expressly permitted by law or written agreement;
- use the Services to infringe privacy, intellectual-property, publicity, consumer, or other third-party rights;
- use automation, APIs, or AI Features to evade provider rules, plan limits, or reasonable technical controls; or
- upload or process data Customer is not legally permitted to provide to TurnoYa.

18. Intellectual Property and Feedback

TurnoYa and its licensors own all rights, title, and interest in and to the Services, software, interfaces, workflows, designs, documentation, trademarks, AI configurations, models or model-access arrangements, platform data, and related intellectual property, excluding Customer Data and third-party materials.

Except for the limited subscription right expressly granted in this Agreement, no intellectual-property rights are transferred to Customer.

If Customer voluntarily provides suggestions, ideas, feature requests, feedback, or recommendations, Customer grants TurnoYa a perpetual, irrevocable, worldwide, royalty-free right to use and incorporate that feedback without obligation, provided TurnoYa does not disclose Customer's confidential information merely by doing so.

19. Marketing, Communications, and Publicity

Customer controls its own marketing campaigns, appointment communications, promotions, and End Customer messaging conducted through the Services and is responsible for obtaining required consents and honoring opt-outs.

TurnoYa may send Customer transactional, administrative, security, billing, service, and legally required communications relating to Customer's account. Marketing communications from TurnoYa will be handled in accordance with applicable law and Customer's available communication preferences.

TurnoYa will not publicly use Customer's name, logo, trademarks, or case-study information as a marketing endorsement without Customer's prior written or electronic permission, except that TurnoYa may identify Customer where necessary to provide the Services or as required by law.

20. Service Availability, Maintenance, and Uptime

TurnoYa will use commercially reasonable efforts to provide reliable access to the Services. Unless Customer has a separately signed service-level agreement, TurnoYa does not guarantee a specific uptime percentage, response time, recovery time, support resolution time, or availability level.

Planned maintenance, emergency maintenance, updates, security work, network conditions, Customer systems, internet failures, Third-Party Service outages, force-majeure events, and other circumstances may affect availability.

TurnoYa may temporarily suspend access when reasonably necessary to perform maintenance, address a security issue, comply with law, prevent abuse, or protect the Services, Customer, End Customers, or third parties.

21. Feature Changes, Deprecation, and Third-Party Dependencies

TurnoYa may improve, modify, replace, add, or remove features over time. TurnoYa will use commercially reasonable efforts not to materially reduce the core functionality of a paid plan during the current billing cycle without a legitimate security, legal, technical, abuse-prevention, or third-party dependency reason.

A feature dependent on a Third-Party Service may change or become unavailable if the third party changes its API, commercial terms, eligibility rules, technical requirements, policies, or service availability. TurnoYa is not liable for third-party changes outside its reasonable control, except to the extent applicable law provides otherwise.

22. Confidentiality

Each party may receive non-public information that a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure ("Confidential Information"). Customer Data is Customer Confidential Information. Non-public TurnoYa product, security, pricing, technical, and business information is TurnoYa Confidential Information.

The receiving party will use Confidential Information only as necessary to perform or receive benefits under this Agreement and will protect it using at least reasonable care. Confidentiality obligations do not apply to information that is publicly available without breach, already lawfully known without restriction, independently developed without use of the other party's Confidential Information, or lawfully received from a third party without confidentiality duty.

A party may disclose Confidential Information when legally required, provided it gives notice where legally permitted and reasonably cooperates with efforts to seek confidential treatment.

23. Warranties and Disclaimers

Each party represents that it has authority to enter into this Agreement. Customer represents that its use of the Services, Customer Data, communications, and connected accounts will comply with applicable law and third-party rights.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, AI FEATURES, BETA FEATURES, INTEGRATIONS, APIS, AND THIRD-PARTY CONNECTIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TURNOYA DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

TURNOYA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR COMPATIBLE WITH EVERY DEVICE, BROWSER, THIRD-PARTY PLATFORM, BUSINESS PROCESS, OR LEGAL REQUIREMENT. TURNOYA DOES NOT GUARANTEE BUSINESS RESULTS, CUSTOMER BOOKINGS, REVENUE, LEADS, CONVERSION RATES, MESSAGE DELIVERY, OR AI OUTPUT ACCURACY.

Nothing in this Agreement excludes any warranty or legal right that cannot lawfully be excluded.

24. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TURNOYA, AYCEM TECH LLC, AND THEIR AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, LOSS OF

OPPORTUNITY, LOSS OR CORRUPTION OF DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TURNOYA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THIS AGREEMENT WILL NOT EXCEED THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER TO TURNOYA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The exclusions and limitations in this Section apply regardless of the theory of liability and even if a limited remedy fails of its essential purpose. They do not apply to liability that cannot legally be limited or excluded.

25. Indemnification

To the extent permitted by law, Customer will defend, indemnify, and hold harmless AYCEM TECH LLC, TurnoYa, their affiliates, members, officers, employees, contractors, and agents from third-party claims, demands, investigations, losses, damages, penalties, judgments, liabilities, and reasonable costs and attorneys' fees arising out of or relating to: (a) Customer Data; (b) Customer's communications or marketing practices; (c) Customer's violation of law or third-party rights; (d) Customer's misuse of AI Features or Third-Party Services; or (e) Customer's material breach of this Agreement.

TurnoYa will provide reasonably prompt notice of an indemnified claim and reasonable cooperation at Customer's expense. Customer may control the defense and settlement, but may not settle in a manner that admits wrongdoing by TurnoYa, imposes non-monetary obligations on TurnoYa, or materially restricts TurnoYa's business without TurnoYa's prior written consent.

26. Suspension and Termination

TurnoYa may suspend or terminate Customer's access if Customer materially breaches this Agreement, fails to pay amounts due, uses the Services unlawfully, commits fraud or abuse, creates a material security risk, violates Third-Party Service policies in a manner that affects the Services, or engages in conduct that may materially harm TurnoYa, another customer, an End Customer, or a third party.

Where appropriate and reasonably practicable, TurnoYa may provide notice and an opportunity to cure before termination. Immediate suspension or termination may occur when reasonably necessary to prevent ongoing harm, security threats, fraud, nonpayment, unlawful activity, or third-party platform enforcement.

Upon termination, Customer's right to use the Services ends. Accrued payment obligations and provisions that by their nature should survive will survive, including confidentiality, intellectual property, disclaimers, limitations of liability, indemnification, dispute terms, and general provisions.

27. Enterprise and Negotiated Customers

TurnoYa may offer enterprise, franchise, multi-location, reseller, custom-volume, or negotiated arrangements under an order form, statement of work, enterprise agreement, or other signed document. Such documents may address custom pricing, implementation, support levels, Branch volumes, security commitments, service levels, data processing, invoicing, or other negotiated terms.

If a signed enterprise document expressly conflicts with this Agreement, the signed enterprise document controls for the subject of the conflict. Unless expressly stated otherwise, all other provisions of this Agreement continue to apply.

No salesperson, reseller, consultant, or support representative may modify this Agreement orally. Material deviations must be documented in a written instrument authorized by TurnoYa.

28. Compliance with Laws

Each party will comply with laws applicable to its own performance under this Agreement. Customer is responsible for laws and regulations applicable to Customer's industry, business, locations, professionals, marketing, consumer communications, appointments, health or sensitive information, payment practices, recordkeeping, accessibility, employment practices, and End Customers.

Without limiting the foregoing, Customer is responsible for compliance with applicable privacy, data-protection, telemarketing, text-messaging, email-marketing, anti-spam, consumer-protection, advertising, intellectual-property, and communications laws when using TurnoYa.

TurnoYa may restrict functionality or require additional terms, consents, technical controls, or documentation when reasonably necessary for legal or regulatory compliance.

29. Force Majeure

Neither party will be liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, severe weather, fire, flood, epidemic or pandemic, war, terrorism, civil unrest, labor disruption, governmental action, power failure, internet or telecommunications failure, widespread cloud or infrastructure outage, cyberattack, denial-of-service attack, or material failure of a Third-Party Service, except that Customer's obligation to pay amounts already due is not excused by this Section.

30. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-laws principles. Subject to mandatory consumer-protection or venue rights that cannot lawfully be waived, any action arising out of or relating to this Agreement or the Services will be brought in a state or federal court of competent jurisdiction located in Miami-Dade County, Florida, and each party consents to the personal jurisdiction of those courts.

Before filing a lawsuit, the parties will attempt in good faith to resolve the dispute informally through written notice and reasonable business discussions, except where immediate injunctive or equitable relief is reasonably necessary.

Nothing in this Section prevents either party from seeking relief in small-claims court where legally permitted or from pursuing remedies that cannot lawfully be waived.

31. Notices

TurnoYa may provide account, billing, renewal, operational, security, legal, or service notices by email to the address associated with Customer's account, through the TurnoYa platform, through a billing portal, or by another method permitted by applicable law. Customer is responsible for maintaining accurate account contact information.

Operational support: support@turnoya.app. Telephone support contacts: +1 786 567 1815 and +57 302 360 8959.

Legal notices to TurnoYa may be sent to AYCEM TECH LLC, 7512 Jewel Ave, North Bay Village, FL 33141, United States, with a copy by email to support@turnoya.app unless TurnoYa designates a different legal-notice email or address on www.turnoya.app.

32. General Provisions

32.1 Entire Agreement and Order of Precedence. This Agreement, the applicable plan or checkout description, TurnoYa's Terms & Conditions, Privacy Policy, and any signed order form or addendum expressly incorporated by reference constitute the parties' agreement regarding the subscription. In the event of conflict: (1) a signed negotiated order form or addendum controls for its specific subject; (2) this Agreement controls for subscription commercial terms; (3) the Terms & Conditions control for general platform-use terms; and (4) the Privacy Policy controls TurnoYa's public description of personal-data practices.

32.2 Severability and Waiver. If any provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in effect. Failure to enforce a provision is not a waiver.

32.3 Assignment. Customer may not assign this Agreement without TurnoYa's prior written consent, except where applicable law provides otherwise. TurnoYa may assign this Agreement in connection with a merger, acquisition, financing, reorganization, sale of assets, or transfer of the relevant business.

32.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment, or exclusive relationship.

32.5 No Third-Party Beneficiaries. Except as expressly stated in an indemnification provision, this Agreement does not create rights for third parties.

32.6 Interpretation. Headings are for convenience only. "Including" means "including without limitation." References to writing include legally valid electronic communications. The English-language version controls unless applicable law requires otherwise.

32.7 Changes to this Agreement. TurnoYa may update this Agreement prospectively. For material changes affecting an active paid subscription, TurnoYa will provide notice in a manner and timeframe required by applicable law. Unless applicable law requires otherwise, updated terms will apply no

earlier than the next renewal after the effective date stated in the notice. Changes required for security, legal compliance, abuse prevention, or Third-Party Service requirements may take effect sooner where reasonably necessary.

33. Electronic Acceptance

Customer agrees that electronic acceptance has the same force and effect as a handwritten signature to the extent permitted by applicable law. Customer accepts this Agreement when, after being presented with a reasonably accessible link to it and the applicable checkout disclosures, Customer affirmatively checks the applicable acceptance box and completes the online subscription purchase.

TurnoYa may maintain records relating to acceptance, including the Agreement version, date and time of acceptance, account identifier, transaction information, IP address or device information where lawfully collected, and related technical records reasonably used to demonstrate assent and administer the subscription.

Schedule A — Plan & Branch Rules

This Schedule states the standard commercial plan structure as of the Effective Date. The specific plan, price, Branch quantity, add-ons, discounts, and taxes displayed and accepted at checkout form part of Customer's subscription order. TurnoYa may change future pricing or plan features prospectively in accordance with this Agreement.

Plan	Fee	Branch Rule	Core Features	Key Limits
Lite	$19.99 monthly / $199 annual	One Branch per subscription	Business management system; customer booking website; mobile access.	One (1) Branch; multiple Branches require Premium or Premium + AI. 1-month free trial, no payment method required.
Lite + AI	$34.99 monthly / $349 annual	One Branch per subscription	Lite features plus WhatsApp AI Agent.	Third-party approvals, rules, and charges may apply. 1-month free trial, no payment method required.
Premium	$99 monthly	One Branch per subscription	Business management system; service-provider app; customer-facing website; End Customer registration and appointment management.	No stated numerical user limit; subject to reasonable-use and technical controls.
Premium + AI	$249 monthly	One primary Branch; each additional Branch requires Premium	Premium features plus AI Features for supported chat, WhatsApp, email, and social channels.	Up to 3 WhatsApp Agents; third-party approvals, provider rules, and charges may apply.

Multi-Branch Example. A Customer operating three Branches that wants Premium + AI functionality would ordinarily purchase one Premium + AI subscription ($249/month) for the primary Branch and two Premium subscriptions ($99/month each) for the additional Branches, for a standard subtotal of

$447/month before taxes, third-party usage charges, and separately priced add-ons. This example is illustrative and does not override the actual checkout price.

Third-Party and Usage Charges. Third-party messaging, conversation, phone-number, API, AI-model, email, payment-processing, or similar usage fees are included only when the applicable checkout or written order expressly says they are included. Otherwise, Customer may be responsible for separately disclosed third-party or usage-based charges.

Schedule B — Data, Security, and Operational Commitments

This Schedule summarizes baseline operational principles and does not create a separate service-level agreement or guaranteed security standard unless expressly stated in a signed addendum.

Customer Data Ownership	Customer Data remains Customer's data as between the parties.
Permitted Processing	TurnoYa uses Customer Data only as reasonably necessary to provide, secure, support, maintain, improve, and legally operate the Services, subject to the Privacy Policy.
Service Providers	TurnoYa may use vetted service providers and Third-Party Services as part of the platform architecture.
Customer Compliance	Customer is responsible for lawful collection, instructions, messaging consents, industry-specific obligations, and permissions for connected channels.
Security	TurnoYa uses commercially reasonable administrative, technical, and organizational safeguards but does not guarantee absolute security.
Backups	Backups support resilience and disaster recovery and should not be treated as Customer's sole archival or record-retention system.
Export	Customer should export data it needs before subscription termination.
Post-Termination Data	TurnoYa may, but is not obligated to, retain Customer Data for a limited period after termination and may delete it from active systems thereafter, subject to legal obligations and backup cycles.
AI Oversight	AI output must be supervised by Customer for important business decisions, sensitive matters, and material communications.
Third-Party Dependencies	Third-party restrictions, outages, pricing, eligibility rules, and policy changes may affect connected functionality.
No SLA by Default	No specific uptime, support-response, or recovery commitment applies unless expressly stated in a signed service-level agreement.

Schedule C — Subscription Order & Electronic Acceptance

1. Subscription Order. The specific commercial terms applicable to Customer's subscription are the terms displayed to Customer at checkout or in the applicable electronic order confirmation at the time of purchase, including:

- selected subscription plan;

- number of subscribed Branches;
- applicable subscription fee (monthly or annual);
- selected add-ons or additional services;
- applicable taxes;
- billing frequency;
- promotional pricing, credits, or discounts, if any; and
- any separately disclosed third-party usage or communication charges.

The checkout record and related electronic order confirmation are incorporated into and form part of this Agreement.

2. Recurring Billing. Unless expressly stated otherwise at checkout, all TurnoYa subscriptions are billed per monthly billing period (or annually, where Customer chooses annual payment for Lite or Lite + AI) and automatically renew for successive equivalent billing periods until canceled in accordance with this Agreement. Customer authorizes TurnoYa and its payment service providers to charge the payment method associated with Customer's account for recurring subscription fees, applicable taxes, authorized upgrades, add-ons, and any other charges expressly disclosed and accepted by Customer.

3. Electronic Acceptance. Before completing a subscription purchase, Customer will be provided with access to this Agreement and TurnoYa's applicable Terms & Conditions and Privacy Policy. By affirmatively checking the applicable acceptance box and completing the subscription purchase, Customer acknowledges that Customer has reviewed and agrees to be bound by those agreements. Customer further acknowledges that:

- the subscription automatically renews at the end of each billing period until canceled;
- cancellation becomes effective at the end of the then-current paid billing period, unless applicable law requires otherwise;
- subscription payments are non-refundable except where required by applicable law; and
- the plan, pricing, Branch allocation, add-ons, and other subscription details shown at checkout form part of Customer's subscription agreement with TurnoYa.

TurnoYa may maintain electronic records reasonably necessary to evidence Customer's acceptance, including the applicable agreement version, account identifier, transaction information, date and time of acceptance, and related technical records.

4. Customer Copy and Continuing Access. TurnoYa may provide an electronic confirmation of the subscription and may make the applicable Agreement version available through the website, account, billing portal, or another reasonably accessible electronic method. Customer is responsible for retaining a copy of the agreements and order information relevant to its subscription.

This Agreement is intended for electronic acceptance through TurnoYa's online checkout. No separate handwritten signature is required unless TurnoYa and Customer agree to a negotiated enterprise order or other signed document.

Contact Us

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