LEGAL

# Terms and Conditions

Website and platform terms governing access to TurnoYa by business customers, service providers, and end users

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

These Terms & Conditions ("Terms") are a legal agreement between you and AYCEM TECH LLC, doing business as "TurnoYa" ("TurnoYa," "we," "us," or "our"). These Terms govern your access to and use of www.turnoya.app and the TurnoYa software platform, service-provider applications, business websites powered by TurnoYa, booking tools, AI-enabled communications, and related services (collectively, the "Services").

By creating an account, accessing or using the Services, purchasing a subscription, checking an acceptance box, or otherwise indicating acceptance electronically, you agree to these Terms and any applicable subscription terms presented at checkout. If you use the Services on behalf of a company or other organization, you represent that you have authority to bind that organization.

## 1. Who May Use the Services

You must be legally capable of entering into a binding agreement to create a business account or purchase a subscription. If you are using TurnoYa only to book or manage an appointment with a participating business, you may use the customer-facing features in accordance with applicable law. A parent or legal guardian may use the Services on behalf of a minor.

## 2. TurnoYa Services

TurnoYa provides software for business and appointment management. Depending on the plan and enabled features, the Services may include a business management system, a service-provider application for professionals such as barbers and cosmetologists, a business website with customer registration and appointment-management functionality, and AI-enabled customer communications.

## 3. Subscription Plans and Branch Licensing

Current standard plans are described below. Pricing and plan features may also be shown at checkout or on the TurnoYa website.

| Plan | Price | Branch Rule | Included Features |
|---|---|---|---|
| Lite | $19.99/month or $199/year | One branch per license | Business management system, business booking website, and mobile access. Includes a 1-month free trial with no payment method required. |
| Lite + AI | $34.99/month or $349/year | One branch per license | Everything in Lite, plus the WhatsApp AI agent. Includes a 1-month free trial with no payment method required. |

| Plan | Price | Branch Rule | Included Features |
|---|---|---|---|
| Premium | $99 per month | One branch per license | Business management system, business website, customer appointment management, and service-provider application. |
| Premium + AI | $249 per month | One Premium + AI license covers AI management; additional branches require Premium licenses | Premium functionality plus AI agents for supported customer communication channels. Up to 3 WhatsApp agents. |

**Multi-branch Premium + AI rule.** If a customer operates more than one branch and uses the Premium + AI plan, the customer purchases one Premium + AI plan at $249 per month and a Premium plan at $99 per month for each additional branch. The AI agents may be managed centrally through the system for the covered branches.

## 4. Billing, Automatic Renewal, and Taxes

Subscriptions are billed in advance, monthly or (for Lite and Lite + AI, if you choose annual payment) annually, and automatically renew for successive equivalent billing periods unless canceled before the next renewal date. By purchasing a subscription, you authorize TurnoYa and its payment processor to charge the payment method on file for recurring subscription fees, applicable taxes, and any authorized plan changes.

Lite and Lite + AI include a 1-month free trial that does not require a payment method. To continue afterwards, you must add a payment method before the trial ends; if you do not, the subscription is canceled when the trial ends and your data is kept for 30 days before it is deleted. Premium and Premium + AI do not include a free trial.

Prices are stated in U.S. dollars unless otherwise shown. You are responsible for applicable taxes, duties, or government charges, except taxes based on TurnoYa's net income.

## 5. Cancellation and No-Refund Policy

You may cancel a subscription at any time. Cancellation becomes effective at the end of the then-current paid billing period, and access remains available through that period unless the account is suspended or terminated for another reason.

**All payments are non-refundable and non-creditable,** including for unused time, unused branches, or unused features, except to the extent a refund is required by applicable law. Canceling prevents future renewals but does not reverse charges already incurred.

## 6. Upgrades and Downgrades

You may upgrade during a billing cycle. Upgrade charges may be prorated for the remainder of the current billing period and charged when the upgrade takes effect. A downgrade takes effect at the beginning of the next billing cycle, and the current plan remains active through the end of the paid period.

## 7. Failed Payments and Suspension

If a payment fails, is reversed, or becomes past due, TurnoYa may restrict or suspend access to the applicable account or Services until the amount due is successfully paid. Suspension does not cancel outstanding payment obligations or automatically terminate the subscription.

## 8. Accounts and Security

You are responsible for maintaining accurate account information, protecting login credentials, controlling access granted to employees, contractors, or service providers, and all activity occurring under your account. You must promptly notify TurnoYa if you suspect unauthorized access or a security incident involving your account.

## 9. Business Customer Responsibilities

- Use the Services only for lawful business purposes and in accordance with these Terms.
- Maintain any licenses, permits, consents, and legal notices required for your business, employees, contractors, service providers, and customers.
- Ensure that information entered into TurnoYa is accurate and that you have lawful authority to collect, use, and provide it to TurnoYa.
- Comply with laws and platform rules governing marketing, messaging, email, WhatsApp, social-media communications, appointment reminders, and AI-assisted communications.
- Review AI-generated or automated communications where appropriate and not rely on AI output as legal, medical, financial, or other regulated professional advice.

## 10. AI-Enabled Features

AI features of the Lite + AI and Premium + AI plans may generate or assist with responses to customers. AI outputs can be incomplete, inaccurate, delayed, or inappropriate for a particular context. Business customers remain responsible for their communications, policies, offers, pricing, availability, and representations made to their customers.

TurnoYa may impose reasonable technical, safety, provider, or channel limitations on AI features. The Premium + AI plan currently supports up to three WhatsApp agents. The Lite + AI plan includes the WhatsApp AI agent. Availability of individual integrations or channels may depend on third-party providers and may change.

## 11. End-User Appointments and Business Relationships

TurnoYa provides technology that businesses use to manage appointments and customer interactions. Unless expressly stated otherwise, TurnoYa is not the provider of barbering, cosmetology, beauty, wellness, or other services booked through a TurnoYa-powered website or application. The participating business is responsible for its own services, pricing, availability, cancellations, refunds, customer relationships, professional conduct, and regulatory compliance.

## 12. Acceptable Use

You may not use the Services to violate law, infringe intellectual-property or privacy rights, harass or deceive others, send unlawful spam, distribute malware, attempt unauthorized access, interfere with system security or availability, reverse engineer the Services except where law prohibits such restriction, scrape or extract data at unreasonable scale, or use the Services to create or distribute unlawful, fraudulent, or harmful content.

## 13. Customer Data and Privacy

As between TurnoYa and a business customer, the business customer retains its rights in data it submits to the Services. The customer grants TurnoYa the limited rights necessary to host, process, transmit, display, back up, and otherwise use that data to provide, secure, support, and improve the Services and comply with law.

Our handling of personal information is described in the TurnoYa Privacy Policy. Business customers are responsible for their own privacy notices and for obtaining any permissions or consents required for information they collect through the Services.

## 14. Intellectual Property

TurnoYa and its licensors own the Services, software, platform design, interfaces, documentation, trademarks, logos, and related intellectual property. Subject to these Terms and payment of applicable fees, TurnoYa grants authorized users a limited, non-exclusive, non-transferable, revocable right to access and use the Services during the applicable subscription or authorized use period.

You retain ownership of your original content and business materials. If you provide feedback or suggestions, you grant TurnoYa permission to use them without restriction or compensation, provided we do not identify you publicly without permission.

## 15. Third-Party Services and Integrations

The Services may depend on or connect with third-party providers, including payment processors, messaging platforms, email providers, social networks, hosting providers, and AI technology providers. Third-party services are subject to their own terms, availability, limitations, and policies. TurnoYa is not responsible for outages, restrictions, or changes caused by independent third-party services.

## 16. Service Availability and Changes

We may update, modify, improve, replace, or discontinue features from time to time. We aim to provide reliable Services but do not guarantee uninterrupted or error-free availability. Maintenance, security events, internet failures, third-party outages, or circumstances outside our reasonable control may affect availability.

## 17. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TURNOYA DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND DOES NOT WARRANT THAT THE SERVICES OR AI OUTPUTS WILL BE UNINTERRUPTED, ERROR-FREE, OR SUITABLE FOR EVERY BUSINESS PURPOSE. Nothing in these Terms excludes warranties or rights that cannot legally be waived.

## 18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TURNOYA AND AYCEM TECH LLC WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOSS OF GOODWILL, OR LOSS OF DATA, ARISING FROM OR RELATED TO THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF TURNOYA AND AYCEM TECH LLC ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE AMOUNTS PAID BY THE CUSTOMER TO TURNOYA FOR THE APPLICABLE SERVICES DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. These limitations do not apply where prohibited by law.

## 19. Indemnification

To the extent permitted by law, a business customer will defend, indemnify, and hold harmless AYCEM TECH LLC, TurnoYa, and their officers, employees, and agents from third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising from the customer's unlawful use of the Services, customer content or data, services provided to its own customers, violation of these Terms, or infringement of another person's rights.

## 20. Termination

You may stop using the Services at any time, subject to your payment and cancellation obligations. TurnoYa may suspend or terminate access for material breach, nonpayment, fraudulent or unlawful activity, security risk, abuse of the Services, or conduct that could harm TurnoYa, its users, or third parties. Provisions that by their nature should survive termination will survive, including payment obligations, intellectual-property provisions, disclaimers, liability limitations, indemnification, and dispute provisions.

## 21. Governing Law and Venue

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law rules. To the extent a dispute is permitted to be resolved in court, the parties agree to the state and federal courts located in Florida, and each party consents to personal jurisdiction there. Mandatory consumer-protection rights that apply regardless of contractual choice of law are not waived.

## 22. Electronic Agreement and Notices

You agree that electronic acceptance, electronic records, and electronic communications may be used in connection with the Services. Checking an acceptance box, clicking an acceptance button, purchasing a subscription, or using the Services after being presented with these Terms constitutes electronic acceptance to the extent permitted by applicable law.

TurnoYa may provide operational or legal notices by email, in-product message, account notification, or posting through the Services. You are responsible for maintaining current contact information.

## 23. Changes to These Terms

We may revise these Terms from time to time. The updated version will be posted through the Services or on our website with a revised effective date. If a change materially affects existing paid subscriptions, we will provide notice as required by applicable law or our agreements. Continued use after the effective date of updated Terms constitutes acceptance where legally permitted.

## 24. Entire Agreement and Order of Priority

These Terms, the Privacy Policy, any checkout terms, and any applicable TurnoYa Website Subscription & Services Agreement form the agreement governing use of the Services. If a specific subscription agreement or checkout term conflicts with these general Terms regarding pricing, billing, branch licensing, or plan features, the more specific subscription or checkout term controls for that subject.

## Contact Us

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