



ACCEPTABLE USE POLICY

TurnRPM Car Pricing & Inventory Management Platform

Effective Date: January 16, 2026

This Acceptable Use Policy ("AUP") is part of and incorporated into the TurnRPM Terms of Service ("Agreement"). This AUP describes prohibited uses of the TurnRPM platform and Services. Violation of this AUP may result in suspension or termination of your account and access to the Services. Capitalized terms not defined herein have the meanings set forth in the Agreement.

1. GENERAL CONDUCT REQUIREMENTS

You agree to use the Services only for lawful purposes and in accordance with this AUP, the Agreement, and all applicable laws and regulations. You are responsible for ensuring that all users accessing the Services through your account comply with this AUP.

2. PROHIBITED USES

You may not use the Services, or permit the Services to be used, for any of the following purposes:

2.1 Illegal Activities

- (a) Any activity that violates applicable local, state, national, or international laws or regulations;
- (b) Fraud, money laundering, or other financial crimes;
- (c) Title washing, odometer fraud, VIN cloning, or other vehicle-related fraud schemes;
- (d) Any activity that would violate automotive dealer licensing requirements or regulations in any jurisdiction.

2.2 Anti-Competitive Conduct

- (a) **Price Fixing:** Using the Services to coordinate pricing with competitors, share pricing strategies with competitors, or engage in any form of price-fixing arrangement;
- (b) **Market Allocation:** Using the Services to coordinate with competitors to divide markets, allocate customers, or limit competition;
- (c) **Bid Rigging:** Using the Services to coordinate bids at auctions or in response to requests for proposals;
- (d) **Information Sharing:** Sharing competitively sensitive information obtained through the Services with competitors in a manner that could facilitate anti-competitive conduct.

2.3 Consumer Protection Violations

- (a) Using AI-generated pricing recommendations to create deceptive, misleading, or bait-and-switch pricing practices;
- (b) Generating false or misleading vehicle descriptions, histories, or condition reports;
- (c) Using the Services to facilitate predatory lending practices or discriminatory pricing;
- (d) Any use that would violate federal, state, or local consumer protection laws, including the FTC Act, state Unfair and Deceptive Acts and Practices (UDAP) statutes, or truth-in-advertising laws.

2.4 Data Misuse

- (a) **Scraping or Harvesting:** Using automated tools, bots, scrapers, or other methods to extract, harvest, or collect data from the Services beyond normal use;
- (b) **Resale of Data:** Reselling, redistributing, sublicensing, or commercially exploiting market data, pricing analytics, or any other data obtained through the Services;
- (c) **Competitive Intelligence:** Using the Services primarily to gather competitive intelligence about TurnRPM or to develop a competing product or service;
- (d) **Data Export Abuse:** Mass exporting data for purposes other than your own legitimate business operations.

2.5 System Abuse

- (a) Attempting to gain unauthorized access to the Services, other accounts, computer systems, or networks connected to the Services;
- (b) Interfering with or disrupting the integrity or performance of the Services or the data contained therein;
- (c) Introducing viruses, malware, worms, trojan horses, or other malicious code;
- (d) Attempting to reverse engineer, decompile, disassemble, or derive the source code of any part of the Services;
- (e) Circumventing or attempting to circumvent any security measures, authentication mechanisms, or usage limits;
- (f) Using the Services in a manner that could overload, impair, or disable our infrastructure.

2.6 AI Feature Misuse

- (a) Manipulating AI inputs to generate intentionally misleading or harmful outputs;
- (b) Using AI features to automate decisions that require human judgment under applicable law or regulation;
- (c) Relying on AI outputs without appropriate human oversight when such oversight is required by this Agreement or applicable law;
- (d) Configuring Agentic AI features in a manner intended to circumvent legal requirements or regulatory obligations;
- (e) Attempting to extract, replicate, or reverse engineer the AI models, training data, or algorithms underlying the Services.

2.7 Account Misuse

- (a) Sharing account credentials with unauthorized parties;
- (b) Creating multiple accounts to circumvent usage limits, evade enforcement actions, or abuse free trial offers;
- (c) Misrepresenting your identity, affiliation, or authorization to use the Services;
- (d) Using the Services on behalf of a third party without proper authorization.

2.8 Integration Abuse

- (a) Using DMS or email integrations to import data you do not have the right to use;
- (b) Flooding integration endpoints with excessive requests or data;
- (c) Using custom integrations for purposes beyond the scope of your subscription or integration agreement.

3. YOUR RESPONSIBILITIES

3.1 Monitoring. You are responsible for monitoring use of the Services under your account to ensure compliance with this AUP.

3.2 User Training. You are responsible for ensuring that all users with access to your account understand and comply with this AUP.

3.3 Reporting Violations. If you become aware of any violation of this AUP, you agree to promptly notify TurnRPM at the contact information provided below.

3.4 Compliance with Laws. You are solely responsible for ensuring that your use of the Services complies with all applicable laws, including but not limited to automotive dealer regulations, consumer protection laws, antitrust laws, and data protection laws.

4. ENFORCEMENT

4.1 Investigation. TurnRPM reserves the right to investigate any suspected violation of this AUP. You agree to cooperate with any such investigation and to provide any information reasonably requested by TurnRPM.

4.2 Remedial Actions. If TurnRPM determines, in its sole discretion, that a violation of this AUP has occurred, TurnRPM may take any of the following actions:

- (a) Issue a warning;
- (b) Temporarily suspend access to the Services;
- (c) Permanently terminate access to the Services;
- (d) Remove or disable access to any content that violates this AUP;
- (e) Take legal action to enforce this AUP or recover damages.

4.3 No Refunds. If your account is suspended or terminated due to a violation of this AUP, you are not entitled to any refund of subscription fees.

4.4 Reporting to Authorities. TurnRPM reserves the right to report any activity that it suspects may violate any law or regulation to appropriate law enforcement or regulatory authorities.

5. INDEMNIFICATION FOR AUP VIOLATIONS

In addition to the indemnification obligations set forth in the Agreement, you agree to indemnify, defend, and hold harmless TurnRPM from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your violation of this AUP or any prohibited use of the Services.

6. CHANGES TO THIS POLICY

TurnRPM reserves the right to modify this AUP at any time. We will notify you of material changes by posting the updated AUP on our website and updating the "Effective Date" above. Your continued use of the Services after any changes indicates your acceptance of the updated AUP.

7. REPORTING VIOLATIONS

To report a violation of this AUP or for questions about acceptable use, please contact us at:

TurnRPM

131 Continental Drive, Suite 305

Newark, DE 19713

Ryan Piscitelli, President

Email: ryan@turnrpm.com

Brandon Scott, VP of Sales and Marketing

Email: brandon@turnrpm.com