



# TERMS OF SERVICE

*TurnRPM Car Pricing & Inventory Management Platform*

*Effective Date: January 16, 2026*

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND ALL APPLICABLE LAWS AND REGULATIONS.**

## 1. DEFINITIONS

**"Agreement"** means these Terms of Service, together with our Privacy Policy and any other documents incorporated by reference.

**"AI Features"** means any artificial intelligence, machine learning, predictive analytics, automated decision-making, or agentic AI capabilities provided through the Services, including but not limited to pricing recommendations, inventory optimization suggestions, market analysis, demand forecasting, and automated inventory management actions.

**"Agentic AI"** means AI capabilities that can autonomously perform tasks, make decisions, or take actions on behalf of the User within the scope of the Services, including automated inventory optimization, pricing adjustments, and operational recommendations.

**"Company," "TurnRPM," "we," "us," or "our"** refers to TurnRPM, the provider of the Services.

**"Services"** means our cloud-based software-as-a-service platform for automotive pricing, inventory management, market analysis, and related functionalities, including all AI Features.

**"User," "you," or "your"** refers to the individual or entity accessing or using the Services.

**"User Data"** means any data, information, or content that you upload, input, or otherwise provide to the Services.

**"Inventory Turn Optimization"** means the AI-driven analysis and recommendations designed to improve the rate at which vehicle inventory is sold and replenished.

## 2. ACCEPTANCE OF TERMS

2.1 By accessing, browsing, or using the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these terms, you must not access or use the Services.

2.2 If you are using the Services on behalf of a business entity, you represent and warrant that you have the authority to bind that entity to this Agreement, and your acceptance of this Agreement will be treated as acceptance by that entity.

2.3 We reserve the right to modify these Terms at any time. Continued use of the Services after any such changes constitutes your acceptance of the new Terms.

## 3. DESCRIPTION OF SERVICES

3.1 The Services provide a software platform designed to assist automotive dealers with vehicle pricing decisions, inventory management, market analysis, and operational optimization through the use of data analytics and AI Features.

3.2 AI Features may include, but are not limited to: (a) automated vehicle pricing recommendations based on market data and historical trends; (b) inventory turn optimization suggestions; (c) demand forecasting and market analysis; (d) automated alerts and notifications; (e) agentic AI capabilities that can execute approved actions on your behalf.

3.3 The Services are provided as tools to assist your business decisions. They do not replace professional judgment, industry expertise, or independent verification of information.

## 4. AI FEATURES DISCLAIMER AND LIMITATIONS

### 4.1 Nature of AI-Generated Content

The AI Features utilize machine learning algorithms and predictive models that generate outputs based on available data, including market information, historical trends, and User Data. **YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:**

- (a) AI-generated pricing recommendations, inventory suggestions, and market analyses are **estimates and predictions only**, not guarantees of actual market value, sales outcomes, or business results;
- (b) AI models may produce inaccurate, incomplete, or inappropriate outputs due to limitations in training data, algorithmic constraints, or unforeseen market conditions;
- (c) Past performance data and historical trends do not guarantee future results;
- (d) AI outputs should be independently verified and reviewed by qualified personnel before implementation;
- (e) TurnRPM does not warrant the accuracy, reliability, or suitability of any AI-generated content for your specific business needs.

### 4.2 Agentic AI Capabilities

Where Agentic AI features are enabled, you acknowledge and agree that:

- (a) Agentic AI may autonomously execute actions within parameters you configure, including inventory adjustments, pricing changes, and operational recommendations;
- (b) You are solely responsible for configuring, monitoring, and supervising Agentic AI settings and actions;
- (c) TurnRPM is not liable for any consequences arising from Agentic AI actions taken within your configured parameters;
- (d) You must implement appropriate human oversight and review processes for all Agentic AI functions.

### 4.3 No Professional Advice

**THE SERVICES AND AI FEATURES DO NOT CONSTITUTE PROFESSIONAL, LEGAL, FINANCIAL, INVESTMENT, OR BUSINESS ADVICE.** All pricing recommendations, inventory suggestions, and market analyses provided through the Services are informational tools only. You should consult with qualified professionals before making significant business decisions based on information provided by the Services.

### 4.4 Market Volatility and External Factors

You acknowledge that automotive markets are subject to significant volatility and external factors beyond TurnRPM's control, including but not limited to: economic conditions, supply chain disruptions, regulatory changes, consumer preferences, competitive actions, and unforeseen events. The AI Features cannot predict or account for all such factors, and their outputs may not reflect current or future market conditions.

## 5. USER RESPONSIBILITIES AND OBLIGATIONS

**5.1 Data Accuracy.** You are solely responsible for the accuracy, completeness, and legality of all User Data provided to the Services. The quality of AI outputs depends directly on the quality of input data. Inaccurate or incomplete User Data may result in unreliable outputs.

**5.2 Independent Verification.** You agree to independently verify all AI-generated recommendations, pricing suggestions, and market analyses before implementing them in your business operations. You shall not rely solely on AI outputs for significant business decisions.

**5.3 Human Oversight.** You agree to maintain appropriate human oversight of all AI Features, including Agentic AI capabilities. You shall implement internal review processes to monitor AI-generated outputs and automated actions.

**5.4 Compliance with Laws.** You are responsible for ensuring that your use of the Services complies with all applicable laws, regulations, and industry standards, including but not limited to consumer protection laws, fair pricing regulations, and automotive dealer licensing requirements.

**5.5 Account Security.** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

**5.6 Configuration of AI Parameters.** Where you configure parameters for AI Features or Agentic AI, you accept full responsibility for the configuration choices and resulting outputs or actions.

## **6. DISCLAIMER OF WARRANTIES**

**6.1 THE SERVICES, INCLUDING ALL AI FEATURES, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.**

**6.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TURNRPM EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:**

- (a) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT;
- (b) WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS;
- (c) WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, OR COMPLETENESS OF ANY AI-GENERATED CONTENT, PRICING RECOMMENDATIONS, OR MARKET ANALYSES;
- (d) WARRANTIES THAT THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS OR ACHIEVE ANY PARTICULAR BUSINESS OUTCOMES;
- (e) WARRANTIES REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AI FEATURES.

6.3 No advice or information, whether oral or written, obtained from TurnRPM or through the Services shall create any warranty not expressly stated in this Agreement.

6.4 Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. In such cases, TurnRPM's liability shall be limited to the maximum extent permitted by applicable law.

## **7. LIMITATION OF LIABILITY**

**7.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TURNRPM, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY:**

- (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES;
- (b) LOSS OF PROFITS, REVENUE, SALES, OR BUSINESS;
- (c) LOSS OF DATA OR DATA CORRUPTION;
- (d) LOSS OF GOODWILL OR REPUTATION;
- (e) COST OF PROCUREMENT OF SUBSTITUTE SERVICES;
- (f) ANY DAMAGES ARISING FROM OR RELATED TO YOUR RELIANCE ON AI-GENERATED CONTENT, PRICING RECOMMENDATIONS, INVENTORY SUGGESTIONS, OR ANY OTHER OUTPUTS FROM THE AI FEATURES.

**7.2 THE FOREGOING LIMITATIONS SHALL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF TURNRPM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**7.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, TURNRPM'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID TO TURNRPM FOR THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100).**

7.4 The limitations set forth in this Section 7 shall apply regardless of the failure of essential purpose of any limited remedy.

7.5 Some jurisdictions do not allow certain limitations of liability. In such jurisdictions, TurnRPM's liability shall be limited to the greatest extent permitted by law.

## **8. SPECIFIC AI-RELATED LIABILITY EXCLUSIONS**

Without limiting the generality of Sections 6 and 7, you expressly acknowledge and agree that TurnRPM shall have no liability whatsoever for:

**8.1 Pricing Decisions.** Any losses, damages, or claims arising from pricing decisions you make based on AI-generated pricing recommendations, whether such recommendations result in vehicles being priced too high, too low, or otherwise inappropriately for market conditions.

**8.2 Inventory Decisions.** Any losses, damages, or claims arising from inventory decisions, including purchasing, stocking, or disposing of vehicles based on AI-generated inventory recommendations or inventory turn optimization suggestions.

**8.3 Market Analysis Errors.** Any losses arising from errors, omissions, or inaccuracies in AI-generated market analyses, demand forecasts, or trend predictions.

**8.4 Agentic AI Actions.** Any consequences, losses, or damages resulting from actions autonomously taken by Agentic AI features within your configured parameters or as a result of your configuration choices.

**8.5 Third-Party Data.** Any errors or inaccuracies arising from third-party data sources integrated into the AI Features, including market data, pricing databases, or vehicle information services.

**8.6 AI Model Limitations.** Any limitations, biases, or errors inherent in machine learning models, algorithmic processes, or predictive analytics systems.

**8.7 Business Outcomes.** Any failure to achieve expected business outcomes, including but not limited to sales targets, profit margins, inventory turn rates, or return on investment.

## **9. THIRD-PARTY SERVICES AND DATA**

### **9.1 Third-Party Data Sources**

The Services incorporate data from third-party providers, including Marketcheck API, to deliver market analytics, vehicle pricing information, and competitive intelligence. You acknowledge and agree that:

- (a) Third-party data is provided "as is" and TurnRPM makes no representations or warranties regarding the accuracy, completeness, or timeliness of such data;
- (b) TurnRPM is not responsible for errors, omissions, or inaccuracies in third-party data;
- (c) Third-party data sources may be subject to their own terms of service and limitations;
- (d) The availability and scope of third-party data may change without notice.

## 9.2 Payment Processing

Payment processing for the Services is provided by Stripe, Inc. By using our payment features, you agree to be bound by Stripe's terms of service and privacy policy (available at stripe.com). You acknowledge that:

- (a) Your payment information is collected and processed directly by Stripe, not by TurnRPM;
- (b) TurnRPM does not store complete credit card numbers or sensitive payment credentials;
- (c) Stripe's privacy practices govern the collection and use of your payment information;
- (d) TurnRPM is not liable for any issues arising from Stripe's services or payment processing failures.

## 10. INDEMNIFICATION

10.1 You agree to indemnify, defend, and hold harmless TurnRPM and its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Your use of the Services or AI Features;
- (b) Your reliance on any AI-generated content, recommendations, or outputs;
- (c) Your breach of this Agreement;
- (d) Your violation of any applicable laws or regulations;
- (e) Any claims by third parties arising from your business decisions made using the Services;
- (f) Your configuration or use of Agentic AI features;
- (g) Any User Data you provide to the Services.

10.2 TurnRPM reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with TurnRPM's defense of such claims.

## 11. DATA AND PRIVACY

11.1 **User Data.** You retain ownership of all User Data. By using the Services, you grant TurnRPM a non-exclusive, worldwide, royalty-free license to use, process, and analyze User Data solely for the purpose of providing and improving the Services.

**11.2 AI Training.** You acknowledge that anonymized and aggregated data derived from User Data may be used to improve the AI Features and train machine learning models. Such data will be de-identified and will not be attributable to you or your business.

**11.3 Privacy Policy.** Your use of the Services is subject to our Privacy Policy, which is incorporated into this Agreement by reference.

**11.4 Data Security.** While TurnRPM implements reasonable security measures, you acknowledge that no method of electronic storage or transmission is completely secure. TurnRPM shall not be liable for unauthorized access to User Data except to the extent caused by TurnRPM's gross negligence.

## **12. INTELLECTUAL PROPERTY**

**12.1** The Services, including all software, algorithms, AI models, user interfaces, designs, and documentation, are the exclusive property of TurnRPM or its licensors and are protected by intellectual property laws.

**12.2** This Agreement does not grant you any rights to TurnRPM's intellectual property except for the limited right to use the Services in accordance with this Agreement.

**12.3** You shall not reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying algorithms of the Services or AI Features.

## **13. TERM AND TERMINATION**

**13.1** This Agreement is effective upon your first use of the Services and continues until terminated.

**13.2** Either party may terminate this Agreement at any time for any reason by providing written notice to the other party.

**13.3** TurnRPM may suspend or terminate your access to the Services immediately if you breach any provision of this Agreement.

**13.4** Upon termination, your right to use the Services shall cease immediately. Sections 4, 6, 7, 8, 9, 10, 12, 14, and 15 shall survive termination.

## **14. DISPUTE RESOLUTION**

**14.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

**14.2 Arbitration.** Any dispute, controversy, or claim arising out of or relating to this Agreement or the Services shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in Newark, Delaware. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**14.3 Class Action Waiver.** YOU AGREE THAT ANY CLAIMS SHALL BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

**14.4 Limitation Period.** Any claim arising out of or related to this Agreement must be filed within one (1) year after the cause of action arose, or such claim is permanently barred.

## **15. GENERAL PROVISIONS**

**15.1 Entire Agreement.** This Agreement, together with the Privacy Policy and any other documents incorporated by reference, constitutes the entire agreement between you and TurnRPM regarding the Services.

**15.2 Severability.** If any provision of this Agreement is found to be unenforceable, the remaining provisions shall remain in full force and effect.

**15.3 Waiver.** The failure of TurnRPM to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

**15.4 Assignment.** You may not assign or transfer this Agreement without TurnRPM's prior written consent. TurnRPM may assign this Agreement without restriction.

**15.5 Force Majeure.** TurnRPM shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control.

**15.6 Notices.** All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by confirmed email, or sent by certified mail to the addresses specified in your account.

**15.7 Independent Contractors.** The relationship between you and TurnRPM is that of independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.

## **16. ACKNOWLEDGMENT**

**BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND TURNRPM, SUPERSEDING ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**

## **17. CONTACT INFORMATION**

If you have any questions about these Terms of Service, please contact us at:

**TurnRPM**

131 Continental Drive, Suite 305

Newark, DE 19713

Ryan Piscitelli, President

Email: [ryan@turnrpm.com](mailto:ryan@turnrpm.com)

Brandon Scott, VP of Sales and Marketing

Email: [brandon@turnrpm.com](mailto:brandon@turnrpm.com)

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