

TURNQEY WEBSITE TERMS OF USE

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Welcome, and thank you for your interest in Turnqey Labs, Inc. (“**Turnqey**,” “**we**,” “**our**,” and/or “**us**”) and our website at www.turnqey.xyz (the “**Site**”). These Terms of Use are a legally binding contract between you and Turnqey regarding your use of the Site. Please read the following terms carefully before using the Site. ***By using the Site, you acknowledge that you have read, understood, and agree to be bound by the following terms and conditions, including the Turnqey Website Privacy Policy at www.turnqey.xyz/legal/ (together, the “Terms”). If you are not eligible, or you do not agree to the Terms, then you do not have our permission to use the Site.***

Eligibility

You must be at least 18 years of age to use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years of age; and (b) your use of the Site is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

Changes to the Terms

We may periodically make changes to these Terms. When we do, we will update the “Last Updated” date above. It is your responsibility to review the most recent version of these Terms and remain informed of any changes. You agree that your continued use of the Site after the effective date of any changes will constitute your acceptance of the changed Terms for your continued use. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

Changes to the Site

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Site without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

Limited License

Subject to these Terms, Turnqey grants you a limited, revocable license to access and use the Site solely for non-commercial purposes to learn more about our products and services. No other use of the Site is authorized.

Restrictions

You must comply with all applicable laws when using the Site. Except as may be expressly permitted by applicable law or expressly permitted by us in writing, you will not, and will not permit anyone else to: (a) store, copy, modify, distribute, or resell any information or material available on the Site (“**Site Content**”) or compile or collect any Site Content as part of a database or other work; (b) use any automated tool (e.g., robots, spiders) to use the Site or store, copy, modify, distribute, or resell any Site Content; (c) rent, lease, or sublicense your access to the Site; (d) use the Site or Site Content for any purpose except for your own personal use or to determine whether our products or services are right for your company; (e) circumvent or disable any digital rights management, usage rules, or other security features of the Site; (f) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Site; (g) use the Site in a manner that threatens the integrity, performance, or availability of the Site; or (h) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site or Site Content.

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Privacy Policy

Please read the Turnqey Privacy Policy at www.Turnqey.xyz/legal/ carefully for information relating to our collection, use, storage, disclosure of your personal information. The Privacy Policy is incorporated by this reference into, and made a part of, these Terms.

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Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third-party websites to which you navigate to from the Site.

Feedback

Turnqey may provide you with a mechanism to provide feedback, suggestions, and ideas about the Site or us ("**Feedback**"). You agree that we may, in our sole discretion, use the Feedback you provide in any way, including in future modifications to the Site, our products, or services. You hereby grant us an unrestricted, perpetual, worldwide, fully transferable, irrevocable, royalty-free right to exploit the Feedback in any manner for any purpose.

Disclaimer of Warranties

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EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnity

You will indemnify and hold Turnqey, and affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your use of the Site or Site Content, your violation of these Terms, or your violation of any rights of a third party through use of the Site or Site Content. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

General Terms

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Turnqey regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word “including” means “including but not limited to”. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

Legal Notices

These Terms are governed by the laws of the state of California without regard to conflict of law principles. The exclusive jurisdiction and venue for any claims arising out of or related to these Terms or your use of the Site will lie in the state and federal courts located in San Diego, California, and you irrevocably agree to submit to the jurisdiction of such courts. The failure of Turnqey to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by Turnqey in writing. In the event that a court of competent jurisdiction finds any provision of these Terms to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

Contacting Turnqey

If you have any questions or concerns about the Site or these Terms, you may contact us by email at support@turnqey.xyz and include “Website” as your subject line, or write to us at:

Turnqey Labs, Inc.
United States