



## **TurboAssess, LLC – Terms and Conditions**

Effective Date: September 3, 2025

Company: TurboAssess, LLC

Brand: TurboAssess

Jurisdiction: State of Wisconsin, United States of America

By installing, accessing, or using any version of TurboAssess, LLC's software ("Software"), including but not limited to desktop, mobile, or web-based applications, you ("User") acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions ("Agreement"). If you do not agree to these terms, you must not install, access, or use the Software.

### **1 – License Grant**

TurboAssess, LLC hereby grants the User a limited, non-exclusive, non-transferable license to install, access, and use the Software solely for internal business purposes, on a per-device basis, and in accordance with the terms of this Agreement and the specific subscription plan purchased by the User.

A complimentary 15-day demo license may be provided for evaluation purposes only and must not be used for commercial or production activities.

### **2 – License Restrictions**

The User shall not, and shall not permit any third party to:

- Reproduce, distribute, sublicense, lease, rent, sell, or otherwise transfer the Software, in whole or in part.
- Modify, adapt, translate, or create derivative works based on the Software.
- Reverse-engineer, decompile, disassemble, or otherwise attempt to discover or access the source code or underlying structure of the Software.
- Use the Software for any purpose other than property tax assessment.
- Use the Software in connection with, or to support the development of, any competing CAMA (Computer-Assisted Mass Appraisal) software products or tools, including but not limited to sharing output, workflows, or methodologies derived from the Software.
- Access or purchase the Software from any source other than TurboAssess, LLC or its authorized distributors.
- Use the demo license beyond the initial 15-day evaluation period without the express written consent of TurboAssess, LLC.

### **3 – Ownership and Intellectual Property**

All rights, title, and interest in and to the Software, including, but not limited to, the source code, object code, updates, enhancements, documentation, and all associated intellectual property rights, are and shall remain the sole and exclusive property of TurboAssess, LLC. This Agreement grants the User a limited license to use the Software as specified herein and does not convey any ownership rights or interests of any kind.

### **4 – Subscription and Payment Terms**

Subscription fees are determined based on the size of the municipality or the volume of property assessments and are billed on an annual basis.

Unless canceled by the User prior to the renewal date, subscriptions will automatically renew each year. A renewal notice and invoice will be sent to the User at least fifteen (15) calendar days before the subscription expiration date, either via email or through in-app notification where feasible.

Payment in full is required prior to the activation or renewal of any license. Failure to submit timely payment may result in suspension or termination of access to the Software.

The User is entitled to a full refund if cancellation is requested within thirty (30) calendar days of the original purchase date, for any reason. Refunds will be issued via ACH bank transfer or check. No refunds will be provided after the 30-day refund window has expired.

All licenses are non-transferable and assigned to a specific device. The User may not assign, transfer, or sublicense the license to any other individual, entity, or device without the prior written consent of TurboAssess, LLC. Any unauthorized transfer or use constitutes a material breach of this Agreement and may result in immediate termination of the license and access to the Software.

### **5 – Updates and Support**

TurboAssess, LLC may provide periodic updates, enhancements, and bug fixes to the Software, which are included at no additional cost as part of an active subscription. These updates may be automatically applied or made available for download, and may include new features, performance improvements, or security patches.

Technical support is available to licensed Users through the TurboAssess Support page or other designated support channels as communicated by TurboAssess, LLC. Support availability and response times may vary based on the nature of the request and the User's subscription level.

### **6 – Data Collection and Use**

By using the Software, the User grants TurboAssess, LLC the right to collect, store, and process data related to the User's account and use of the Software, including but not limited to property records, system activity, and usage logs. This data is used solely for purposes such as license management,

product improvement, technical support, real estate agent information, and legal or regulatory compliance.

All data is stored securely and handled in accordance with applicable federal, state, and local data protection laws and regulations.

The User is solely responsible for maintaining regular and complete backups of their data. TurboAssess, LLC is not liable for any loss of data resulting from the User's failure to perform proper backups. Daily backups are recommended.

TurboAssess, LLC does not sell or share User data with third parties for marketing or advertising purposes.

## **7 – Data Security and Confidentiality**

TurboAssess, LLC employs reasonable administrative, technical, and physical safeguards to protect User data from unauthorized access, disclosure, alteration, or destruction. While these measures follow industry standards, no system can be guaranteed to be 100% secure. By using the Software, the User acknowledges and accepts this inherent risk and agrees that TurboAssess, LLC shall not be held liable for any data loss, breach, or unauthorized access beyond its reasonable control.

While providing technical support or troubleshooting services, authorized TurboAssess, LLC personnel may have incidental access to client data, including property records and personally identifiable information (PII). TurboAssess, LLC agrees to treat all such information as strictly confidential and will not access, retain, copy, or disclose any data beyond what is necessary to fulfill the support request.

Access to client data for support purposes is restricted to authorized personnel only and is managed in accordance with recognized confidentiality and security protocols.

The User retains full ownership of their data at all times.

## **8 – Use of Our Website, Solutions, and Services**

TurboAssess, LLC provides access to software, solutions, and related services through its website and other platforms. By accessing or using any part of our website, software, solutions, or services, the User agrees to use them solely for lawful purposes and in full compliance with these Terms and Conditions, as well as any applicable laws and regulations.

Certain software products, solutions, or services may be subject to additional or supplemental terms. In such cases, those specific terms will be provided separately and shall govern in the event of any conflict with these Terms and Conditions.

## **9 – SMS/MMS Messaging**

By providing your phone number and opting in, you consent to receive SMS and MMS messages from TurboAssess, LLC related to product updates, service notifications, support communications, and limited promotional content.

- **Message Frequency:** Message frequency will vary based on your interactions with the Software and services. Promotional content will be limited to no more than five (5) messages per month.
- **Message & Data Rates:** Standard message and data rates may apply, depending on your mobile carrier plan.
- **Opt-Out:** You may opt out at any time by replying STOP to any message.
- **Help:** For assistance, reply HELP or contact us using the support details provided below.
- **Carrier Disclaimer:** Message delivery is supported by most major U.S. carriers but cannot be guaranteed. TurboAssess, LLC is not liable for delayed or undelivered messages.

## **10 – Real Estate Agent Info Lookup Tool**

By using the Real Estate Agent Info Lookup tool on the TurboAssess, LLC website or within the Software, you agree to the following terms:

- **Intended Use:** The Lookup tool is provided for informational purposes only and is intended to assist real estate professionals and users in viewing basic property and outbuilding data.
- **Search Functionality:** Users may enter a property address to search for matching results. The number of results is limited, and variations in spelling, formatting, or address data may affect search accuracy.
- **No Guarantee of Accuracy:** TurboAssess, LLC does not warrant that the information returned by the Lookup tool is accurate, current, or complete. Data is sourced from third parties or public records and may be subject to error or delay.
- **User Responsibility:** Users are solely responsible for verifying any information retrieved via the Lookup tool before relying on it. TurboAssess, LLC is not liable for any decisions, transactions, or actions taken based on the Lookup results.
- **Permitted Use:** The Lookup tool is provided for lawful, internal business use only. Users may not use the tool for scraping, data mining, unauthorized resale, or any automated or abusive purposes.
- **Agreement to Privacy Policy:** Use of the Lookup tool constitutes acceptance of the TurboAssess, LLC Privacy Policy and these Terms and Conditions.
- **Modifications and Access:** TurboAssess, LLC reserves the right to modify, limit, suspend, or terminate access to the Lookup tool at any time, with or without notice.
- **Disclaimer:** All Lookup results are provided “as is” without warranty. TurboAssess, LLC disclaims all liability arising from the use or misuse of the tool or the data it returns.

## **11 – Prohibited Conduct**

The User agrees not to engage in any of the following activities while using TurboAssess, LLC’s website, software, solutions, or services:

- Use the website, software, solutions, or services for any unlawful, unauthorized, or malicious purposes.
- Attempt to gain unauthorized access to TurboAssess, LLC’s systems, networks, or data.

- Interfere with, disrupt, or compromise the security, integrity, or proper functioning of the website, software, solutions, or services.

Any violation of these prohibitions may result in suspension or termination of access, legal action, or other remedies available to TurboAssess, LLC.

## **12 – Compliance with Laws**

The User agrees to use the Software in strict accordance with all applicable local, state, and federal laws, regulations, and ordinances. TurboAssess, LLC shall not be held responsible or liable for any improper, unlawful, or unauthorized use of the Software by the User.

## **13 – Limitation of Liability**

To the fullest extent permitted by applicable law, TurboAssess, LLC shall not be liable for:

- Any errors, inaccuracies, or decisions related to property valuations or assessments made using the Software.
- Any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of revenue, data, or business opportunities.
- Any damages arising from the User's failure to back up data or from corrupted or lost files.

In no event shall TurboAssess, LLC's total liability exceed the amount paid by the User for the Software during the twelve (12) months immediately preceding the claim.

The User's sole and exclusive remedy for any dissatisfaction with the Software is to cease use and, if applicable, request a refund within the thirty (30)-day refund period as outlined in Section 4.

The Software is provided as a tool to assist with property assessments; ultimate responsibility and judgment for all valuations rest solely with the User.

## **14 – Disclaimer of Warranties**

The Software is provided on an "AS IS" and "AS AVAILABLE" basis, without any warranties of any kind, whether express or implied, to the fullest extent permitted by applicable law. TurboAssess, LLC makes no representations or warranties regarding the accuracy, completeness, reliability, or legal sufficiency of any assessments, reports, calculations, or outputs generated through the use of the Software.

TurboAssess, LLC expressly disclaims all warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement. No oral or written information, advice, or communications from TurboAssess, LLC or its representatives shall be deemed to create any warranty.

Some jurisdictions do not allow the exclusion or limitation of certain implied warranties; to the extent such exclusions are not permitted, the scope and duration of such warranties shall be limited to the minimum extent required by law.

## **15 – Termination**

TurboAssess, LLC reserves the right to suspend or terminate the User's license immediately and without prior notice if any of the following occur:

- The User breaches any term or condition of this Agreement.
- The User's subscription expires, is canceled, or payment is not received.
- Unauthorized use, tampering, or circumvention of licensing or security controls is detected.

Upon termination, the User must immediately cease all use of the Software and uninstall it from all devices.

## **16 – Force Majeure**

TurboAssess, LLC shall not be held liable for any failure or delay in the performance of its obligations under this Agreement caused by events beyond its reasonable control. Such events include, but are not limited to, acts of God, natural disasters, war, terrorism, pandemics, labor disputes or strikes, power outages, or failures of Internet, hosting, or telecommunications services.

## **17 – Third-Party APIs, Components, and Services**

The Software may incorporate, interact with, or depend upon third-party services, APIs, or data sources, including, but not limited to, licensing services, parcel data providers, mapping platforms, or government records. Such third-party services are governed by their own terms, conditions, and availability, which are outside the control of TurboAssess, LLC.

The User acknowledges and agrees that:

- Any interruptions, inaccuracies, or changes to third-party services are beyond the control of TurboAssess, LLC.
- TurboAssess, LLC shall not be liable for any data discrepancies, downtime, or service interruptions resulting from third-party dependencies.
- Access to third-party services may be modified, limited, or discontinued at any time, with or without prior notice.

Where applicable, attribution and license information for third-party components used within the Software or related documentation will be provided.

## **18 – Acceptable Use Policy (AUP)**

The User agrees to use the Software and any related services responsibly and in compliance with all applicable laws and regulations. The following activities are strictly prohibited:

- Using the Software for any unlawful, harmful, fraudulent, or malicious purposes.
- Attempting to gain unauthorized access to accounts, data, systems, or networks.
- Circumventing or attempting to bypass license enforcement, security measures, or usage restrictions.

- Generating, distributing, or publishing misleading, offensive, false, or inaccurate property data using the Software.
- Interfering with, disrupting, or impairing the Software's infrastructure, servers, or any third-party networks connected to the Software.
- Excessively burdening the Software with automated queries, bots, scrapers, or any abnormal or abusive use patterns.
- Using the Software in conjunction with any system or tool designed to harvest, scrape, or reproduce property data at scale without authorization.

TurboAssess, LLC reserves the right to suspend or terminate the User's access to the Software immediately upon detection of any violation of this Acceptable Use Policy.

## **19 – Service Level Agreement (SLA)**

TurboAssess, LLC will use commercially reasonable efforts to ensure the availability and performance of the Software in accordance with the following terms:

- **Availability:** The Software is targeted to be available 99% of the time during business hours (Monday through Friday, 8:00 AM to 5:00 PM CST/CDT), excluding scheduled maintenance or events beyond TurboAssess, LLC's reasonable control (refer to Section 15 – Force Majeure).
- **Scheduled Maintenance:** TurboAssess, LLC will provide at least 24 hours' advance notice of any scheduled maintenance expected to impact Software access or performance.
- **Support Response Times:**
  - Critical Issues (e.g., system outages): Initial response within 8 business hours.
  - Standard Issues (e.g., bug reports, data discrepancies): Initial response within 2 business days.
  - Feature Requests and Non-Urgent Matters: Initial response within 5 business days.

These service levels apply exclusively to licensed Users with an active subscription and do not extend to trial or demo users.

## **20 – Modifications to Terms and Conditions**

TurboAssess, LLC reserves the right to update or modify these Terms and Conditions at any time. Updated versions will be posted on our website or made available within the Software. When feasible, Users will be notified of significant changes via email or through in-app notifications.

It is the User's responsibility to review the Terms and Conditions periodically. Continued use of the Software after any modifications constitutes acceptance of the updated Terms and Conditions, whether or not specific notice has been received.

## **21 – Severability**

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Agreement, and the remaining provisions shall continue in full force and effect.

## **22 – Entire Agreement**

This Agreement, including the Acceptable Use Policy (AUP), Service Level Agreement (SLA), and any referenced third-party license terms, constitutes the entire understanding between the parties regarding the Software. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter herein.

## **23 – Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of law principles.

## **24 – Contact Information**

TurboAssess, LLC  
De Pere, Wisconsin  
Email: [info@turboassess.com](mailto:info@turboassess.com)  
Phone: 920-347-8484  
Website: <https://www.turboassess.com/>

By clicking “I Agree,” installing, accessing, or using the Software, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.