

mechanical turk

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## Participation Agreement

Last updated: March 25, 2020

Please read this Agreement carefully.

This Amazon Mechanical Turk Participation Agreement (the "**Agreement**") is a binding agreement between you and Amazon Mechanical Turk, Inc. and its affiliates ("**Amazon Mechanical Turk**," "**we**", "**us**", or "**our**") regarding your access to and use of the Amazon Mechanical Turk site (together with associated products and services, the "**Site**"). This Agreement consists of the terms and conditions below, and incorporates:

the [Conditions of Use](#);

the [Amazon Mechanical Turk Privacy Notice](#) ("**Privacy Notice**");

the [Amazon Mechanical Turk Acceptable Use Policy](#);

the [AWS Customer Agreement](#), where applicable;

the [Amazon Payments, Inc. Agreement](#), where applicable;

the [pricing page](#); and

the payment and invoicing terms and conditions referenced herein and any other policies, procedures, and other guidelines that we post on the Site or otherwise make available to you.

**By accessing (including by automated means) or registering for the Site, you accept this Agreement and represent that you are at least 18 years old and have authority to bind yourself or the company you represent to this Agreement.**

For purposes of this Agreement, "**Tasks**" mean any service or task that a Site participant requests or performs on or through the Site, Site participants who perform Tasks are "**Workers**", and Site participants who request Tasks are "**Requesters**". References to "**you**" and "**your**" in this Agreement may apply to either Requesters, or Workers, or both.

### 1. Registration.

- a. **Registration.** When you register for the Site, you must provide complete and accurate information and ensure that such information (as well as any additional information we may require to, among other things, verify your identity) is complete, accurate, and up-to-date at all times.

- b. **Your Site Account.** If you are a Worker, your Site account is linked to your Amazon.com customer account (“**Amazon Account**”) and if you are a Requester, your Site account is linked to either your Amazon Account or to your Amazon Web Services, Inc. (“**AWS**”) account (“**AWS Account**”). You may not use multiple Amazon Accounts or AWS Accounts to register for the Site. The name associated with your Site account, your Amazon Account, or your AWS Account must not suggest any affiliation with us or any other person or entity without their authorization.
- c. **Passwords and Account Use.** You are solely responsible for maintaining the secrecy and security of your password, and any use or action taken under your account. If your password is compromised, you must change your password. You may not permit any other person or entity to request or perform Tasks using your account. If you believe there is an error or unauthorized transaction or activity associated with your account, contact us immediately.
2. **Amazon Mechanical Turk's Role.** The Site is a venue for Requesters to request and for Workers to perform Tasks. Unless we are participating on the Site as a Requester, we are not involved in the request or the performance of Tasks, and have no control over the quality, safety, or legality of Tasks or consideration for Tasks, the ability of Workers to perform Tasks to Requesters' satisfaction, or the ability of Requesters to pay for Tasks. We are not responsible for the actions of any Requester or Worker, or performing any screening of Requesters or Workers. Because we are not a party to the transactions between Workers and Requesters, we are not responsible for resolving any disputes between Workers and Requesters related to any Tasks or any transaction.

### 3. Your Use of the Site.

- a. **Requesters.** As a Requester, you agree that: (i) you will interact with Workers in a professional and courteous manner, and accurately describe your Tasks; (ii) you may only use the Site for business, commercial, or research purposes; (iii) you may not have Workers perform Tasks through venues other than the Site (unless expressly permitted by us in a policy posted on the Site); (iv) payment will be deducted from your Prepaid Task Credit balance and remitted to Workers once you approve Prepaid Tasks or you will be invoiced by AWS for Invoiced Tasks; (v) payment is not refundable; (vi) you will not reject Tasks performed by Workers without good cause; (vii) in addition to payment to Workers, you will be charged fees for your Tasks in accordance with our pricing page, (viii) you understand that our pricing may vary in the future, and agree to pay the fees posted on the Site; and (ix) you understand that you will obtain Prepaid Task Credits to pre-pay for Tasks (“Prepaid Tasks”) or if approved by us, pay for a Task after it is performed (“Invoiced Tasks”).

As a Requester for Prepaid Tasks, you agree: (i) payment will be deducted from your Prepaid Task Credit balance and remitted to Workers once you approve Tasks; and (ii) if your Prepaid Task Credit is not sufficient to cover payment to Workers and our fees, you will promptly obtain the amount of Prepaid Task Credits necessary to meet any outstanding amounts due.

For Invoiced Tasks, Requesters must establish an AWS Account with the applicable affiliate of AWS. Requester will promptly pay for all Invoiced Tasks that appear on their AWS bill.

- b. **Workers.** As a Worker, you agree that: (i) you will interact with Requesters in a professional and courteous manner, and provide reasonably requested information in connection with your performance of Tasks; (ii) you

will use your human intelligence and independent judgment to perform Tasks in a competent and workmanlike manner; (iii) you will not use robots, scripts, or other automated methods as a substitute for your human intelligence or independent judgment to perform Tasks; (iv) you will supply complete and accurate information for all Tasks you perform; (v) you will not perform Tasks through venues other than the Site (unless expressly permitted by us in a policy posted on the Site); (vi) the Tasks you perform may be rejected for good cause and any payment obligations owing to you will be cancelled if rejected; and (vii) if you are not a resident or citizen of the United States, you will perform all Tasks outside of the United States.

- c. **Work for Hire.** Any work product from Tasks you perform as a Worker is a "work made for hire" for the benefit of the Requester, and you (i) agree that all ownership rights, including all intellectual property rights, will vest with that Requester immediately upon your performance of those Tasks, and (ii) waive all moral or other proprietary rights that you may have in that work product. To the extent any ownership rights do not vest in the Requester under applicable law, you hereby assign or exclusively grant (without the right to any compensation) all right, title, and interest, including all intellectual property rights, in that work product to that Requester.
- d. **Reporting.** If you become aware of a participant violating this Agreement or otherwise disrupting the operation of the Site, you may report that [here](#).
- e. **Independent Contractor.** Workers perform Tasks for Requesters in their personal capacity as an independent contractor and not as an employee of a Requester or Amazon Mechanical Turk or our affiliates. As a Worker, you agree that: (i) you are responsible for and will comply with all applicable laws and registration requirements, including those applicable to independent contractors and maximum working hours regulations; (ii) this Agreement does not create an association, joint venture, partnership, franchise, or employer/employee relationship between you and Requesters, or you and Amazon Mechanical Turk or our affiliates; (iii) you will not represent yourself as an employee or agent of a Requester or Amazon Mechanical Turk or our affiliates; (iv) you will not be entitled to any of the benefits that a Requester or Amazon Mechanical Turk or affiliates may make available to its employees, such as vacation pay, sick leave, and insurance programs, including group health insurance or retirement benefits; and (v) you are not eligible to recover worker's compensation benefits in the event of injury. As a Requester, you will not engage a Worker in any way that may jeopardize that Worker's status as an independent contractor performing Tasks for you. Neither Amazon Mechanical Turk nor its affiliates has any duty or obligation in respect of Tasks other than those expressly set forth in this Agreement.
- f. **Policies and Site Access.** Please review our [Acceptable Use Policy](#) for examples of prohibited activities. You are solely responsible for compliance with the Acceptable Use Policy and any other policies that we post on the Site or otherwise provide to you. Your right to use the Site is limited to your use and you are only authorized to use it in connection with requesting and performing Tasks. You may not use the Site for any other purposes or in any way that: (i) is unlawful; (ii) harms Amazon Mechanical Turk (e.g., to support any competing crowd sourcing site), or its affiliates, customers, suppliers or other parties, as determined in our sole discretion; (iii) violates this Agreement; or (iv) could damage, disable, overburden, or impair the Site (or any network(s) connected to the Site), interferes with any other party's use of the Site, or otherwise undermines the integrity of the Site or any of its features. Except as may be permitted in the [Acceptable Use Policy](#), you may not use any data mining, robots, or similar data gathering or extraction tools on the Site.

- g. **Feedback; Materials You Post or Provide.** We may implement mechanisms allowing us and others to track your requests for, or your performance of, Tasks and rate your performance as a Requester or Worker, and we reserve the right to collect that feedback related to you and to post that feedback on the Site. The Task content that you upload and work product that you receive via the Site may be retained and used to improve the Site and other machine learning related products and services offered by us or our affiliates. For any other information and materials you post or otherwise provide to us related to the Site, including scripts, browser plug-ins and extensions, or other programs for use on the Site (each, a "**Submission**"), you grant us a non-exclusive, royalty-free, perpetual, worldwide, irrevocable license to (i) use, copy, distribute, transmit, make available, publicly display, publicly perform, reproduce, edit, adapt, modify, translate, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, your Submission in connection with operating and improving the Site, and (ii) sublicense these rights. We will not pay you for your Submission, and may remove your Submission at any time. For each Submission you provide, you represent that you have all rights necessary for you to grant us the rights provided in this section.
- h. **Developer Materials We Post or Provide.** We may make available certain software, software development kits, libraries, application programming interfaces, services, documentation, sample code, and related materials and information for use in connection with the Site (collectively, the "**Developer Materials**"). We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to use the Developer Materials solely in connection with your permitted use of the Site. Except as provided in this section, you obtain no rights under this Agreement from us or our licensors to the Developer Materials, including any related intellectual property rights. If you provide feedback about the Developer Materials, we will be free to exercise all rights in that feedback without restriction and without compensating you. Some Developer Materials may be provided to you under a separate license, such as the Apache Software License. You may not export, re-export, or transmit any Developer Materials to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, U.S. Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to that Developer Material. The Developer Materials are Amazon Software (as defined in the [Conditions of Use](#)).
- i. **Preview Tests.** We may offer access to confidential, preview, beta, or similarly designated pre-release versions of Developer Materials or Site features, technologies, or services for evaluation and testing purposes (collectively, "**Preview Tests**"). If you participate in a Preview Test that we designate as confidential, you will keep all information about that Preview Test and your participation confidential until we give you authorization that you may disclose this information. You also agree that: (i) the preview materials are works in progress and may contain bugs, errors, or other defects; (ii) participating in Preview Tests is at your own risk and we are not liable for loss of data or other damage caused by Preview Tests; (iii) you will comply with all policies and guidelines related to Preview Tests made available to you; (iv) we may add or modify restrictions related to access to or use of the preview materials, or suspend or terminate participation in Preview Tests, at any time; (v) if you provide us with any feedback related to Preview Tests, we will be entitled to use that feedback without restriction; (vi) you will not provide your Preview Test access to any other person; and (vii) we have no obligation to make preview materials generally available.

- j. **Fraudulent Transactions.** Fraudulent transactions may result in loss of your Prepaid Task Credits, account balance, and/or money paid to AWS for Invoiced Tasks with no recourse. You should contact us immediately if you believe an unauthorized transaction or activity associated with your account has occurred.
4. **Payment Terms.** Amazon Mechanical Turk may use the services of Amazon Payments, Inc. or one or more third parties to process payments, disbursements, and related transactions on the Site (all such payment options collectively, the "**Payment Processing Service**"). All payments made by Requesters to Workers for Tasks must be made through the Payment Processing Service. Your use of the Payment Processing Service is subject to the following terms and conditions.
- a. **Prepaid Task Credits.** Requesters may prepay for Tasks they request ("**Prepaid Task Credits**"). If you prepay, the amount of Prepaid Task Credits you purchase must be at least equal to the total amount that will be owed to Workers upon completion and acceptance of any Tasks you request, plus any fees payable to us for those Tasks. If Prepaid Task Credits are purchased with proceeds from a bank account, those credits may not be immediately available for use after purchase. Prepaid Task Credits must be redeemed through the Site, and may only be used by Requesters to pay for Prepaid Tasks performed by Workers and our fees. When purchased, Prepaid Task Credits are credited to a Requester's Amazon Account account balance. Except as set forth below, Prepaid Task Credits do not expire and, unless already owed to Workers for approved Tasks, may be refunded only to the payment method used to originally purchase the Prepaid Task Credits. Prepaid Task Credits cannot be transferred for value or redeemed for cash, resold, or applied to another account.
- b. **Invoiced Tasks.** AWS will invoice Requesters for Invoiced Tasks and fees in accordance with the billing and payment terms of your AWS customer agreement or other agreement with AWS governing your use of web services.
- c. **Worker Disbursements.**
1. **Selection of Disbursement Schedule.** Workers are required to select a payment disbursement schedule in Worker's Amazon Account and specify the form of the payment disbursement therein (e.g., U.S. bank account, Amazon.com gift card, or other payment disbursement method that we may specify in the future and may update from time to time without notice). Payments will be transferred in accordance with such Worker selected payment disbursement schedule to the Worker's selected form of payment.
  2. **Disbursement Options.** We may enable Workers to disburse earned amounts to: (i) an Amazon.com gift card; or (ii) an ACH-enabled bank account (provided such ACH-enabled bank account is located in the United States). We reserve the right to disable, supplement, or modify the disbursement options available to Workers in certain geographies at any time. For more information on the disbursement options currently available, please refer to our [FAQs](#). All amounts paid will be US Dollars. Funds will only be disbursed in compliance with this Agreement, and applicable laws and regulations. Workers may not share an ACH-enabled bank account. We reserve the right to require additional information to verify your identity or your ACH-enabled account.
- d. **Authorizations.** You authorize us, and third-party service providers or agents acting on our behalf, to hold, receive, and disburse funds in accordance with your payment instructions. Your authorization permits us to (i) debit or credit your ACH-enabled bank account (including by generating a paper draft or an electronic

funds transfer) or if selected, an Amazon.com gift card; (ii) evidence the amount due to or due from you in your Amazon Account and, if applicable, your AWS Account; our records shall be conclusive evidence of amount; (iii) transfer, disburse, or process other payment transactions associated with Tasks; (iv) settle payment for any fees that may be charged under this Agreement; and (v) make, directly or through third parties, inquiries to validate information that you provide to us. If there is an error in the processing of any transaction described above, you authorize us to debit or credit your ACH-enabled bank account and evidence such action in your Amazon Account and, if applicable, your AWS Account, to correct the error. If we are unable to collect amounts owed to us for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other ACH-enabled bank account or payment instrument that you have on file with us. Your authorizations will remain in full force and effect as long as any amounts under this Participation Agreement are due to or from us or due to any Worker.

In addition, Workers hereby appoint Amazon Payments, Inc. ("API") as their payment processing agent for the limited purpose of receiving payments on their behalf for Prepaid Tasks. We have no obligation to pursue any collection action against any Requester. Receipt by API of funds from Requesters on Workers' behalf in connection with Prepaid Tasks that have been approved shall be deemed receipt of funds from Requesters by Workers and will satisfy the obligations owed to Workers by Requesters in the amount of the applicable payment by the Requester, even if API fails to remit such funds received from Requesters.

- e. **Limitations.** Your Amazon Mechanical Turk account may be subject to certain transaction limits, which may affect your ability to make or receive payments or to withdraw funds. Any limits may be modified at any time. These limits may be affected by several factors, including, without limitation, our assessment of the risk associated with your account, the amount of pending or potential chargebacks, the information you provide, our ability to verify your account information, and requirements of law. In addition to account limits, we may restrict transactions to or from your account or limit access to funds in your account in an amount and for a period of time we deem necessary to protect us or others if (a) we are subject to financial risk; (b) you have violated any term of this Agreement; (c) you have pending chargebacks or you may have chargebacks; (d) any dispute exists involving your account, or Tasks requested or performed in connection with your account; (e) needed to protect the security of our systems; (f) we suspect any unauthorized, fraudulent, suspicious, abusive, or unlawful activities; or (g) required by law or court order or if otherwise requested by law enforcement or any governmental entity. Other than a credit to a Worker's account for Tasks performed by that Worker, amounts held in your account cannot be transferred to other Requesters or Workers.
- f. **Limited Payment Processing Role; No Liability for Transactions or Delays.** We are not a bank and do not offer banking services. Except for our limited role in providing the Payment Processing Service, we are not involved in any underlying transactions between Site participants (unless we are participating on the Site as a Requester). We do not guarantee payment on behalf of any Requester. **In addition, to the fullest extent permitted by applicable law, we will not be liable for any failure, delay, or damages arising out of the Payment Processing Service, or any transactions entered into through the Site.**
- g. **Account History and Balances; Dormant Accounts.** You may view your Amazon Mechanical Turk account activity on the Site. You will not receive interest or any other earnings on your account balance. Your account balance is not insured by the Federal Deposit Insurance Corporation. Prior to disbursing funds to you, we may combine your account balance with the funds of other Site participants (or other users of Amazon Payments, Inc.'s services), invest them, or use them for other purposes permitted by applicable laws. If there is no activity (as determined by us) in your account for the period of time set forth in applicable

unclaimed property laws and you have an account balance, we may notify you by sending an e-mail to your registered e-mail address and give you the option of keeping your account open. We may also provide notice via U.S. mail. If you do not respond to our notice(s) within the time period we specify, we may close your account and send your account balance to your state of residency, as determined by us based on the information associated with your account. If we are unable to determine your state of residency or your account is associated with a foreign country, your funds may be sent to the state of Delaware.

h. **Taxes.** You agree that it is your responsibility to determine any and all taxes and duties, including without limitation, sales, use, transfer, value added, and other taxes or duties assessed, incurred or required to be collected, or paid for any reason in connection with any request for, or performance of Tasks, or your use of the Site, or otherwise in connection with any action, inaction or omission of you or any affiliate of yours, or any of your or their respective employees, agents, contractors or representatives ("**Taxes**") and to collect, withhold, report, and remit correct Taxes to the appropriate tax authority, and to otherwise be responsible for the collection and payment of any and all Taxes. WE MAY WITHHOLD AND REPORT ON PAYMENTS TO WORKERS TO TAXING AUTHORITIES. YOU AGREE THAT WE ARE NOT OBLIGATED TO DETERMINE WHETHER TAXES APPLY AND WE ARE NOT RESPONSIBLE TO COLLECT OR REMIT ANY TAXES ARISING FROM ANY TRANSACTION.

5. **Compliance.** The Site may be used only for lawful purposes and in a lawful manner consistent with our [Acceptable Use Policy](#). In connection with your use of the Site, you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you. You represent and warrant that neither you nor your financial institution(s) are subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals List and Foreign Sanctions Evaders List, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. We reserve the right to monitor or investigate any Tasks, Submissions, transaction, activity, or content associated with the Site or your account, and take any action that we deem appropriate.

## 6. Use of Information; Publicity and Confidentiality.

- a. **Our Use of Information.** By visiting or registering for the Site, you authorize the collection, use, and disclosure of information in accordance with the [Privacy Notice](#). In addition, we may share certain information about you to other Site participants to facilitate the service relationship and improve the Site, including, for example, account numbers, feedback, ratings, and other attributes related to your use of the Site.
- b. **Your Use of Information.** Except for work product you receive from Tasks performed, you may only use information or other data acquired from your use of the Site solely as necessary to use the Site and for no other purpose (e.g., you may not use that information or data for solicitation, advertising, marketing, unsolicited e-mails or spamming, harassment, invasion of privacy, or otherwise objectionable conduct).
- c. **Publicity and Confidentiality.** You may receive information relating to us or the Site that is not known to the general public ("**Confidential Information**"). You agree that (i) all Confidential Information will remain our exclusive property, (ii) you will use Confidential Information only as is necessary for your participation on the



Site, and (iii) you will not otherwise disclose Confidential Information to any other person. Unless you have received our express written permission, you may not issue any press release related to Amazon Mechanical Turk or your use of the Site.

- 7. No Warranties.** THE SITE, THE DEVELOPER MATERIALS, THE PAYMENT PROCESSING SERVICE, THE TASKS, AND THE PERFORMANCE AND RESULTS OF THE TASKS ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT USE OF THE SITE, THE DEVELOPER MATERIALS, THE PAYMENT PROCESSING SERVICE, THE TASKS, AND THE PERFORMANCE AND RESULTS OF THE TASKS ARE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE DEVELOPER MATERIALS, THE PAYMENT PROCESSING SERVICE, THE TASKS, OR THE PERFORMANCE AND RESULTS OF THE TASKS. AND DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (B) ANY WARRANTY THAT THE SITE, THE DEVELOPER MATERIALS, THE PAYMENT PROCESSING SERVICE, THE TASKS, OR THE PERFORMANCE AND RESULTS OF THE TASKS WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OPERATE WITHOUT ERROR, OR WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY; (C) ANY WARRANTY THAT THE INFORMATION, CONTENT, MATERIALS, OR SUBMISSIONS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY REQUESTERS OR WORKERS, THAT THE TASKS AND THE PERFORMANCE AND RESULTS OF THE TASKS ARE LAWFUL, OR THAT REQUESTERS OR WORKERS WILL PERFORM AS PROMISED OR TO YOUR SATISFACTION; OR (D) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 8. Indemnification.** You will indemnify, defend and hold harmless Amazon Mechanical Turk and its affiliates (and their respective officers, directors, employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement; (ii) any Tasks you request or perform and any Submissions, including any actual or alleged infringement or misappropriation of third-party rights by any of those Tasks or Submissions; (iii) your wrongful or improper use of the Site; or (iv) a dispute between you and any other Site participant.
- 9. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT, THE SITE, THE DEVELOPER MATERIALS, THE PAYMENT PROCESSING SERVICE, THE TASKS, THE PERFORMANCE AND RESULTS OF THE TASKS, OR TRANSACTIONS THROUGH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS AGREEMENT, THE SITE, THE DEVELOPER MATERIALS, THE PAYMENT PROCESSING SERVICE, THE TASKS, THE PERFORMANCE AND RESULTS OF THE TASKS, OR TRANSACTIONS THROUGH THE SITE, EXCEED THE TOTAL AMOUNT OF FEES EARNED BY AMAZON MECHANICAL TURK AND OUR AFFILIATES IN CONNECTION WITH YOUR REQUEST FOR, OR



YOUR PERFORMANCE OF, TASKS DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

10. **Applicable Law; Disputes.** You agree that any dispute relating in any way to this Agreement, the Site, the Developer Materials, the Payment Processing Service, the Tasks, or the Performance and Results of the Tasks will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law and the laws of the state of Washington, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and us.

**There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.**

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent, Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98051. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

**We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.** If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Notwithstanding anything to the contrary in this Agreement, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of our or any other person or entity's intellectual property or proprietary rights.

11. **Termination; Access Restriction.** We may terminate this Agreement, terminate or suspend your account and access to the Site, or remove any Task listings immediately without notice for any reason. Upon any termination or suspension of this Agreement, your right to use the Site will cease, and you will not be able to retrieve any information related to your account. If you are a Requester and we terminate this Agreement, then (i) any Tasks that have been completed by Workers but not yet accepted by you will be deemed accepted and the applicable payments will be remitted to the Workers and deducted from your account balance for Prepaid Tasks or invoiced through your AWS bill for Invoiced Tasks, and (ii) your account balance, less any amounts you owe us (including an amount determined by us to be adequate to cover chargebacks, refunds, adjustments, or other offsets we are entitled to take in connection with your account), may be withdrawn if all withdrawal-related authentication requirements have been fulfilled. If you are a Worker and we terminate this Agreement, then your account balance, less any amounts you owe us (including an amount determined by us to be adequate to cover

chargebacks, refunds, adjustments, or other offsets we are entitled to take in connection with your account), may be withdrawn if all withdrawal-related authentication requirements have been fulfilled. However, if we terminate this Agreement for cause (e.g., you have breached our [Acceptable Use Policy](#)), your remaining account balance (if any) may be forfeited.

## 12. General Provisions.

- a. **Entire Agreement.** This Agreement is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement, including when submitted by you in any order, invoice, bill, receipt, acceptance, confirmation, correspondence or other document.
- b. **Modifications to the Site and this Agreement.** We may modify, suspend or discontinue the Site, in whole or in part, at any time without notice. We may modify this Agreement in the future by posting the modified terms on the Site. Continued use of the Site will constitute your acceptance of the modified terms.
- c. **Assignment.** You may not assign or transfer any rights, obligations or privileges that you have under this Agreement without our prior written consent. We may assign this Agreement, in whole or in part, at any time without notice. Subject to the foregoing, this Agreement will be binding on each party's successors and permitted assigns. Any assignment or transfer in violation of this section will be deemed null and void.
- d. **Severability; Interpreting the Terms.** If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. The word "including" will be interpreted without limitation when used in this Agreement.
- e. **No Waiver.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of that provision nor limit our right to enforce that provision at a later time. All waivers by us must be in writing and signed by us to be effective.
- f. **Notices.** All notices relating to this Agreement will be sent by e-mail or will be posted on the Site. You consent to us sending you e-mails relating to the Site from time to time. We will send notices to you at the e-mail address maintained in our records for you. You must send notices to us through the Site. E-mail notices or notices posted on the Site are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received when sent.

Get Started with Amazon Mechanical Turk

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## Start Using Amazon Mechanical Turk?

It's easy to get started with Amazon Mechanical Turk. Create your first Human Intelligence Tasks in a few clicks.

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