

Amazon Mechanical Turk Participation Agreement

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Welcome to the Amazon Mechanical Turk services platform.

BY REGISTERING FOR AND USING THE SITE, YOU CERTIFY THAT (1) YOU ARE AT LEAST 18 YEARS OLD; (2) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND YOURSELF OR THE COMPANY YOU REPRESENT; (3) YOU AUTHORIZE THE ELECTRONIC TRANSFER OF FUNDS TO YOUR BANK ACCOUNT IN ACCORDANCE WITH SECTION 4 OF THIS PARTICIPATION AGREEMENT; AND (4) YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS OF THE PAYMENT SERVICE DESCRIBED IN SECTION 4 AND ALL APPLICABLE POLICIES, PROCEDURES AND GUIDELINES. This Participation Agreement (the "**Agreement**") is between you and Amazon Mechanical Turk (as defined below) and governs your and Amazon Mechanical Turk's respective rights and obligations with respect to your offering for sale, selling, requesting, purchasing, and/or providing Services (defined below) on or through the Site (as defined below).

For purposes of this Agreement, (a) "**Amazon Mechanical Turk**", "**we**", "**us**" or "**our**" means Amazon Mechanical Turk, Inc. a Delaware Corporation, (b) "**Site**" means the Amazon Mechanical Turk web site located at mturk.amazon.com, requester.mturk.com, www.mturk.com and any successor website thereto, including all services provided by us to you through the service platform on the Site, (c) "**Services**" means any service that you sell, offer to sell, request, purchase, and/or provide on or through the Site, (d) "**Affiliate**" means any entity controlled by, in control of, or under common control with Amazon Mechanical Turk, (e) "**Requester**" means you, if you use the Site to request that a Provider perform Services, (f) "**Provider**" means you, if you use the Site to perform Services for a Requester, (g) "**Amazon Account**" means any customer account that you have established with a website owned or controlled by Amazon or its Affiliates, or operated by Amazon or its Affiliates on behalf of third parties, including without limitation those websites currently located at <http://www.amazon.com>, <http://www.amazon.co.uk>, <http://www.amazon.de>, <http://www.amazon.fr>, <http://www.amazon.ca>, <http://www.amazon.co.jp> and <http://www.joyo.com>, and any successor or replacement websites.

This Agreement consists of the terms and conditions set forth in this document together with all applicable policies, procedures and/or guidelines that appear on the Site from time to time (collectively, the "**Policies**" which are hereby incorporated by this reference into, and made part of, this Agreement). Amazon Mechanical Turk reserves the right to change any of the terms and conditions contained in this Agreement and/or any Policies governing the Site, at any time, in its sole discretion. Any changes will be effective upon posting of the Agreement or Policies on the Site and may be made without any other notice of any kind. You are at all times responsible for reading and understanding each version of this Agreement and the Policies. YOUR CONTINUED USE OF THE SITE FOLLOWING AMAZON MECHANICAL TURK'S POSTING OF ANY CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT (INCLUDING TO ANY OF THE POLICIES INCORPORATED HEREIN), DO NOT CONTINUE TO USE THE SITE.

1. Registration.

- a. **Registration.** When you register with the Site, you will be asked to provide us with, at a minimum, your name, a valid email address, your phone number, and your physical

address. Providers may also be asked to provide certain tax information at registration or afterwards. You agree to provide us with true and accurate information, and to update that information to the extent it changes in any way. When registering or updating your information, you will not impersonate any person or use a name that you are not legally authorized to use.

You may register with the Site either by (i) using your existing Amazon Account or (ii) creating a new Amazon Account. If you do not have an existing Amazon Account at the time you register with the Site, an Amazon Account on the Amazon.com website located at <http://www.amazon.com> (hereinafter, "**Amazon.com**") will be automatically and concurrently established in your name with the same e-mail address and password you provide to us. Amazon Accounts used in conjunction with the Site are governed by the [Conditions of Use](#) and [Privacy Notice](#) applicable to Amazon.com, as well as the [Amazon Mechanical Turk Privacy Notice](#). You may not use multiple Amazon Accounts to register with Mechanical Turk. Your Amazon Account username must not suggest affiliation with Amazon, Amazon Mechanical Turk, or any third party unless that third party specifically gave you permission to do so.

- **b. Passwords and Account Use.** You are solely responsible for maintaining the secrecy and security of your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account) and are solely responsible for any use of or action taken under your password on the Site. If your password is compromised, you must change your password. You may not permit any other person to perform Services as Provider using your Amazon Account. Additionally, if you are using the Site as a Provider, you may not use different Amazon Accounts to perform Services.
2. **Amazon Mechanical Turk's Role.** Amazon Mechanical Turk provides a venue for third-party Requesters and third-party Providers to enter into and complete transactions. Amazon Mechanical Turk and its Affiliates are not involved in the transactions between Requesters and Providers. As a result, we have no control over the quality, safety or legality of the Services, the ability of Providers to provide the Services to Requesters' satisfaction, or the ability of Requesters to pay for Services. We are not responsible for the actions of any Requester or Provider. We do not conduct any screening or other verification with respect to Requesters or Providers, nor do we provide any recommendations. As a Requester or a Provider, you use the Site at your own risk.
3. **Your Use of the Site**
- **a. Requesters in General.** Upon completion of Services to Requesters' reasonable satisfaction, Requesters must pay Providers for their Services. As a Requester, you agree that upon your approval of the Services performed by a Provider, payment will be remitted to the Provider automatically (as described in Section 4 below). After you have approved the applicable Services, you are not entitled to any refund of your payment for such Services. If a Requester is not reasonably satisfied with the Services, the Requester may reject the Services. As a Requester, you will be charged a fee for your use of Amazon Mechanical Turk in connection with each request for Services. Please review the applicable Amazon Mechanical Turk Fees contained in the Policies for all applicable fees

associated with your use of the Site pursuant to this Agreement. All fees are in U.S. dollars unless stated otherwise. The Amazon Mechanical Turk Fees may vary in the future. You agree to pay the amounts set forth in the Amazon Mechanical Turk Fees from time to time on the terms set forth herein and therein, and to check the fees and terms each time you use the Site. You acknowledge that, while Providers are agreeing to perform Services for you as independent contractors and not employees, repeated and frequent performance of Services by the same Provider on your behalf could result in reclassification of that employment status. If you have any questions about your obligations to comply with local laws and regulations pursuant to Section 6, you should seek independent legal advice. To the extent you receive any contact or personal information regarding any Provider who has performed Services for you, such information may only be used as necessary for you to comply with applicable laws and for no other purpose whatsoever. Further, you agree that you will only accept work product from Providers that has been submitted through the Site.

- **b. Providers in General.** You may only register once with Mechanical Turk as a Provider. Providers may perform Services for any Requester in accordance with the specifications submitted by the Requester. However, if the Services do not meet the Requester's reasonable satisfaction, the Requester may reject the Services and repost the specific request. As a Provider, the Requester for whom you provide Services is your client, and as such, you agree that the work product of any Services you perform is deemed a "work made for hire" for the benefit of the Requester, and all ownership rights, including worldwide intellectual property rights, will vest with the Requester immediately upon your performance of the Service. To the extent any such rights do not vest in 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, to such work product to Requester. As a Provider you are performing Services for a Requester in your personal capacity as an independent contractor and not as an employee of the Requester. You specifically acknowledge and agree to the following: (i) you will not use robots, scripts or other automated methods to complete the Services; (ii) you will submit all work product through the Site only, and not directly to a Requester; (iii) you will provide Requesters for whom you perform Services with any information reasonably requested by them in connection your performance of such Services; (iv) you are responsible for, and have and will, comply with all applicable laws and registration requirements, including those applicable to independent contractors and maximum working hours regulations; (v) this Agreement does not create an association, joint venture, partnership or franchise, employer/employee relationship between Providers and Requesters, or Providers and Amazon Mechanical Turk; (vi) you will not represent yourself as an employee or agent of a Requester or Amazon Mechanical Turk; (vii) you will not be entitled to any of the benefits that a Requester or Amazon Mechanical Turk may make available to its employees, such as vacation pay, sick leave, insurance programs, including group health insurance or retirement benefits; (viii) you are not eligible to recover worker's compensation benefits in the event of injury; and (ix) if you are not a resident or citizen of the United States, all Services that you use the Site to perform for a Requester will be performed outside of the United States. If you have any questions about your obligations to comply with local laws and regulations pursuant to Section 5, you should seek independent legal advice.
- **c. Listing and Promotions Generally.** As a Requester or Provider, you may not sell, offer for sale, request, purchase, or provide any Service that violates applicable law or is prohibited by the Policies. Notwithstanding any provision of this Agreement, Amazon

Mechanical Turk will have the right, in its sole discretion, to determine the content, appearance, design, functionality and all other aspects of the Site (including the right to re-design, modify, remove and alter the content, appearance, design, navigation, functionality, and other aspects of the Site and/or any page thereof and any element, aspect, portion or feature thereof, from time to time).

- d. **Information and Feedback.** You must supply accurate and complete information for all Services in accordance with our data requirements, as may be designated by us from time to time, including in the Policies. You recognize and agree that Amazon Mechanical Turk will implement mechanisms allowing us and others to track your requests for, or your performance of, Services and rate your performance as a Requester or Provider, and Amazon Mechanical Turk reserves the right to collect feedback regarding your performance and to post such feedback on the Site. You may not take any actions that may undermine the integrity of the feedback system. You agree that submission of any information, feedback, content, data or other materials (collectively, "**Materials**") is at your own risk, and that none of Amazon Mechanical Turk, its Affiliates, Requesters or Providers has any obligations (including without limitation obligations of confidentiality) with respect to such Materials. You represent and warrant that you have all rights necessary to submit the Materials. You hereby grant to Amazon Mechanical Turk and its Affiliates a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Materials, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Site. For avoidance of doubt, if you are a Requester, if you create any tests, specifications, criteria lists or other programs for use on the Site to evaluate or otherwise select Providers they will be considered Materials for purposes of this Agreement and may be used and/or referenced by us or other Requesters and Providers pursuant to the license granted above.
 - e. **Customer Service.** Amazon Mechanical Turk will be responsible for and will have sole discretion regarding all customer service issues relating to use of the Site and its features.
 - f. **Disputes between Requesters and Providers.** Your use of the Site is at your own risk. Because Amazon Mechanical Turk is not involved in the actual transaction between Providers and Requesters, Amazon Mechanical Turk will not be involved in resolving any disputes between participants related to or arising out of the Services or any transaction.
4. **Payment Service.** Amazon Mechanical Turk or its Affiliates will process all payments made by Requesters to Providers (the "**Payment Service**"). Requester payments made through the Payment Service are received by Amazon Mechanical Turk or its Affiliates on behalf of Providers, and may be disbursed only in accordance with the terms outlined below.

- a. **Prepaid HITs.** Each Requester must prepay for work they intend on acquiring through the Services by purchasing Mechanical Turk Prepaid HITs ("**Prepaid HITs**") from Amazon Payments, Inc. Prepaid HITs are subject to the [Mechanical Turk Prepaid HITs Terms and Conditions](#). Prepaid HITs are maintained in a single Prepaid HIT account for you solely for use of the Services. The amount of Prepaid HITs purchased must be at least equal to the total amount that will be owed to Providers upon completion and acceptance of the Services and any amounts payable to Amazon Mechanical Turk in connection with Requester's use of the Site. If the Prepaid HITs are purchased with proceeds from a bank account, the Prepaid HITs may not be available for use for up to four (4) days before such funds are available for disbursement to a Provider's Payment Account (defined below). After Requester's acceptance of the Services, the Payment Service will debit the amount owed to each Provider from the Requester's Payment Account, and credit each Provider's Payment Account that amount.

- b. **Disbursement of Funds to Providers.** When Providers register with the Site, a payment account ("**Payment Account**") will automatically be established in conjunction with their registration. Providers may disburse funds from their Payment Account by the following methods, at their option: (i) to an ACH-Enabled Bank Account in U.S. dollars; (ii) or by converting such funds to a credit that is held for the benefit of Provider in an [Amazon.com gift certificate account](#). For select countries, Amazon Mechanical Turk may enable Providers to request disbursements through physical checks in U.S. or local currency. Check disbursements may be subject to additional fees, registration and documentary requirements. See our [FAQs](#) for more information. Funds will only be disbursed in compliance with applicable laws and regulations, including without limitation the United States Patriot Act and the regulations of the Office of Foreign Assets Control. Providers may not share a bank account. We reserve the right to cancel your Payment Account for any reason.

- c. **Authorizations for ACH-Enabled Bank Account.** If you are a Provider, you hereby authorize Amazon Mechanical Turk and its Affiliates, and any third party service providers or agents acting on their behalf, to debit or credit your ACH-Enabled Bank Account (including by creating a paper draft or an electronic funds transfer) and/or your Payment Account, as applicable, (i) to transfer, disburse or process other payment transactions associated with the Services; and (ii) to settle payment for any fees that may be charged under this Agreement. In the event there is an error in the processing of any transaction described above, you authorize us to initiate debit or credit entries to your ACH-Enabled Bank Account or your Payment Account, as applicable, to correct such error, provided that any such correction is made in accordance with applicable laws and regulations, and to make any inquiries we consider necessary to validate the error, which may include ordering a credit report, performing credit checks, or verifying the information you provide against third party databases. If we are unable to debit any ACH-Enabled Bank Account you select for any reason, you authorize us to resubmit the debit, plus any applicable fees, to any other ACH-Enabled Bank Account you have on file with us (or, in the case of any fees that are owed under this Agreement, to deduct such amounts from the funds in your Payment Account). Your authorizations will remain in full force and effect until we receive written notification from you of any termination. Any termination will become effective as soon as we have had a reasonable amount of time to act on it, but in any event not later than thirty (30) days after written notice of termination is received by us in accordance with Section 12(e).

- d. **Restrictions and Limitations.** We reserve the right to terminate or suspend any Payment Account, or to delay the availability of any Prepaid HITs, transfer or disbursement of any amounts, in each case for any reason in our sole discretion, including, without limitation, if we believe that a Requester or Provider is in violation of this Agreement. We reserve the right to restrict the transfer to Providers of any amounts held in a Requester's Prepaid HIT account for such time as we reasonable deem necessary to protect us or others: (a) if we are subject to financial risk, (b) if Provider has violated any term of this Agreement or the Policies, (c) if any dispute exists involving Provider's Payment Account or involving the Services provided by Provider, or (d) in connection with fraudulent, abusive or unlawful activities as determined by us. Further, we reserve the right to restrict the transfer to Providers of any amounts held in a Requester's Prepaid HIT account for up to ten (10) Business Days (as defined below) following Requester's acceptance of the Services provided by Provider. Other than a credit to a Provider's Payment Account for Services rendered by such Provider, amounts held in Payment Accounts cannot be transferred to other Requesters or Providers. If Amazon Mechanical Turk terminates this Agreement because you have violated the Policies then (i) any Services that have been completed by Providers but not yet accepted by you will be deemed accepted and the applicable payments will be remitted to the Providers and deducted from your Prepaid HITS balance and (ii) your remaining Prepaid HITS balance (if any) will become the property of Amazon Mechanical Turk.

- e. **Our Liability.** We (and our Affiliates) act only in the capacity of a payment processor in facilitating the transactions between Requesters and Providers, and are not otherwise involved in the actual transactions. We will only be responsible for initiating purchases of Prepaid HITs and the transfers or disbursements at the direction of Requesters and Providers. We will be entitled to rely on the instructions of Requesters and Providers without any further inquiry or liability whatsoever. We will not be liable if we are not able to complete a transaction for any reason, including, but not limited to,
 - If any system or equipment was not working properly and you knew or had been advised about the breakdown before you initiated the transaction;
 - If you do not have enough available funds in your Prepaid HIT account or in your Payment Account to complete the applicable transaction, or if the transfer would cause you to exceed any applicable transfer limit with respect to your ACH-Enabled Bank Account;
 - If circumstances beyond our control (such as, but not limited to, power outages, fire, flood, mechanical or systems failure) prevent the proper execution of the transaction, despite reasonable precautions we have taken;
 - If your transaction is intercepted by legal process or other encumbrances restricting transfer, or your participation in the Site has been terminated or suspended for security purposes;
 - If we are unable to confirm your identity or have reason to believe that the transfer requested is unauthorized; or
 - If you have not provided us with correct, current and complete payment information.

- f. **Statements and Account Balances.** We will send an e-mail confirmation to you after you purchase any Prepaid HITs, make payments to a Provider or other payment transaction occurs with respect to a Payment Account. In addition, you may access your transaction information (your "Activity History") online in the "Your Account," and "View Transaction History" (or equivalent) areas of the Site. You may access this feature only with a browser that is compatible with the Service, including any security features that are part of the Service. Interest will not be paid on Prepaid HITs or any amounts held in Payment Accounts. If no transfer, disbursement or other payment transaction occurs with respect to your Payment Account for at least two (2) years and six (6) months,

consecutively, the balance in your Payment Account will be automatically converted into an Amazon.com gift certificate and sent electronically to your then-current e-mail address associated with your Payment Account.

- g. **Transaction Errors.** If you believe that any payment transaction initiated by us (or our agent) is erroneous, or if you need more information about any such transaction, you should contact us as soon as possible.

5. Compliance with Laws.

- a. **Taxes.** You agree that it is your responsibility to determine any and all taxes and duties, including without limitation, sales, use, transfer, value added, withholding and other taxes and/or duties assessed, incurred or required to be collected, paid or withheld for any reason in connection with any request for, or performance of Services, or your use of the Site, or otherwise in connection with any action, inaction or omission of you or any of 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. YOU ALSO AGREE THAT AMAZON MECHANICAL TURK AND ITS AFFILIATES ARE NOT OBLIGATED TO DETERMINE WHETHER TAXES APPLY AND ARE NOT RESPONSIBLE TO COLLECT, REPORT, OR REMIT ANY TAXES ARISING FROM ANY TRANSACTION.
- b. **Registrations** You agree that is your responsibility to determine whether and to what extent any permits, registrations, authorization or filings (including without limitation with respect to the transfer of technology) are required by any governmental agency in any jurisdiction in which you have requested or are performing Services ("**Permits**"). YOU ALSO AGREE THAT AMAZON MECHANICAL TURK AND ITS AFFILIATES ARE NOT OBLIGATED TO DETERMINE WHETHER ANY SUCH PERMITS APPLY TO ANY TRANSACTION.
- c. **Compliance with Laws;** The Site may be used only for lawful purposes and in a lawful manner. You may not use the Site in any manner that violates any applicable law or governmental regulation. In addition to your obligations with respect to Taxes and Permits above, you agree to comply with all applicable laws, statutes, and regulations of any jurisdiction in which you request or perform Services.
- d. **Investigation.** Amazon Mechanical Turk has the right, but not the obligation, to monitor any activity, content and Materials associated with the Site. Amazon Mechanical Turk may investigate any reported violation of its Policies or complaints and take any action that it deems appropriate.

6. **Disclosure of Information; Confidentiality; Privacy**

- a. **Our Use of Data and Communications.** Our Privacy Notice and this Agreement describe our collection, use, and disclosure of information associated with the Site, including how we handle personal information. In addition to the disclosures described in our Privacy Notice, we may disclose to Requesters your name, address, data on HITs you have completed, and Provider Tax Information. "**Provider Tax Information**" means tax identification information of Providers, such as a Social Security Number or Employer Identification Number. You hereby consent to our use and disclosure of Provider Tax Information and other data as described in this Section 6 and our Privacy Notice.
- b. **Your Use of Data and Communications.** You may use information or other data acquired from your use of the Site solely to the extent necessary for you to use the Site and for no other purpose, including but not limited to, for purposes of solicitation, advertising, marketing, unsolicited e-mail or spamming, harassment, invasion of privacy, or otherwise objectionable conduct.
- c. **Press Releases and Public Disclosures.** You may generally publicize your use of the Site, however you may not issue any press release with respect to Amazon Mechanical Turk or the Site, without Amazon Mechanical Turk's express prior written consent.

7. **No Warranties.** THE SITE, THE PAYMENT SERVICE AND THE SITE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AMAZON MECHANICAL TURK MAKES NO 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. THAT THE SITE, THE PAYMENT SERVICE OR THE SITE SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OPERATE WITHOUT ERROR, OR WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY;

- c. THAT THE INFORMATION, CONTENT, OR MATERIALS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY REQUESTERS OR PROVIDERS, THAT THE SERVICES ARE LAWFUL, OR THAT REQUESTERS OR PROVIDERS WILL PERFORM AS PROMISED; OR
- d. ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

8. **General Release.** BECAUSE AMAZON MECHANICAL TURK IS NOT INVOLVED IN TRANSACTIONS BETWEEN REQUESTERS AND PROVIDERS OR OTHER PARTICIPANT DEALINGS, YOU HEREBY RELEASE AMAZON MECHANICAL TURK AND ITS AFFILIATES (AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS AND REPRESENTATIVES) FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES (ACTUAL, CONSEQUENTIAL AND OTHERWISE) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY DISPUTE BETWEEN ONE OR MORE REQUESTERS, PROVIDERS, OR OTHER USERS OF THE SITE.

9. **Indemnity; Limitation of Liability.**

- a. **Indemnity and Defense.** You will indemnify and hold harmless Amazon Mechanical Turk and its Affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, 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 ("**Claim**") 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) your Services and any Materials, including any actual or alleged infringement of any intellectual property or proprietary rights by any of your Services or Materials; and/or (iii) your failure to comply with any applicable laws and regulations in connection with your use of the Site.
- b. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AMAZON MECHANICAL TURK AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SITE, THE PAYMENT SERVICE, THE SITE SERVICES, THE INABILITY TO USE THE SITE SERVICES, OR ANY SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SITE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL AMAZON MECHANICAL TURK'S OR ITS AFFILIATES' AGGREGATE LIABILITY ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR OTHER THEORY), WARRANTY OR OTHERWISE, EXCEED THE AMOUNT OF FEES EARNED BY AMAZON MECHANICAL TURK IN CONNECTION WITH YOUR REQUEST FOR, OR YOUR PERFORMANCE OF, SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

10. **Applicable Law; Arbitration.** The Site is arranged, sponsored, and managed by Amazon Mechanical Turk in the state of Washington, USA. The laws of the state of Washington govern this Agreement and all of its terms and conditions, without giving effect to any principles of conflicts of laws. You agree that any action at law or in equity arising out of or relating to these terms and conditions shall be submitted to confidential arbitration in Seattle, Washington, except that, to the extent you have in any manner violated or threatened to violate Amazon Mechanical Turk's intellectual property rights, Amazon Mechanical Turk may seek injunctive or other appropriate relief in any state or federal court in the state of Washington, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

11. **Termination.** You may at any time elect to stop using the Site, provided that in discontinuing any Site activities, you must use Amazon Mechanical Turk's standard functionality and further must abide by all applicable Amazon Mechanical Turk Policies, Procedures and Guidelines. Amazon Mechanical Turk, in its sole discretion, may terminate this Agreement, suspend access to the Site, or remove any Service listings immediately without notice for any reason.

12. General Provisions

- a. **Entire Agreement.** This Agreement and the general terms and conditions of the Site, including the Policies, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede and cancel all prior and contemporaneous agreements, claims, representations, and understandings of the parties in connection with the subject matter hereof. 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. **Assignment.** You may not assign this Agreement without our prior written consent. We may assign this Agreement at any time, without notice. Subject to the foregoing, this Agreement will be binding on each party's successors and permitted assigns.
- c. **Severability.** If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.
- d. **No Waiver.** We will not be considered to have waived any of our rights or remedies, or portion thereof, unless the waiver is in writing and signed by us. Amazon Mechanical Turk's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Amazon Mechanical Turk's right to subsequently enforce such provision or any other provisions of this Agreement.
- e. **Notices.** All notices relating to this Agreement (including the Payment Service) will be sent by e-mail or will be posted on the Site. We will send notices to you at the e-mail address maintained in our records for you. You must send notices to us at our current e-mail address published on the Site. E-mail notices are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received the business day after transmission if properly addressed to the intended recipient.