



TONIC. TERMS AND CONDITIONS OF USE

Last revised on April 30th, 2016

PLEASE READ THIS AGREEMENT ENTIRELY.

Welcome to Tonic., operated by loveTonic, LLC. (the “Company”, “Tonic.”, “we”, or “us”).

loveTonic, LLC owns and operates the Tonic. mobile app (“App”) and related website (“www.datetonic.com”). By creating a Tonic. account and/or accessing the website whether through a mobile device, mobile application, or computer (collectively, the “Service”) you agree to be bound by these Terms of Use (this “Agreement” or “Contract”). If you wish to make use of the Tonic. Service, *PLEASE READ THIS AGREEMENT ENTIRELY.*

Also read the Tonic. [Privacy Policy](#) and Safety Policy, which are incorporated by reference into this Agreement and available in the Service. If you do not accept and agree to be bound by the terms of this Agreement, including the Tonic. [Privacy Policy](#) and Safety Policy, do not use the Service. Please contact the Company with any questions regarding this Agreement.

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1. Acceptance of Terms of Use

a. This Agreement is an electronic contract that establishes the legally binding terms that you must accept to use the Service. This Agreement includes the Company's Privacy Policy, Safety Policy, and terms disclosed and agreed to by you if you purchase or accept additional features, products or services we offer on the Service. By accessing the Service you accept this Agreement and agree to the terms, conditions, and notices contained or references herein and consent to have this Agreement and all notices provided to you in electronic form. To withdraw this consent you must cease using the Service and terminate your account. Download and/or print a copy of this Agreement for your records.

b. We may at any time and for any reason make changes to this Agreement. We may do this for a variety of reasons including to reflect requirements of law, new features, or changes in business. The most recent version of this Agreement will be posted on the Services and you will be notified by either pop-up screen in the mobile app (in which you may be required to agree to continue use), email, or website updates. You should regularly check for the most recent version of this Agreement. The most recent version is the version that applies. If you don't agree to these changes, you must terminate your relationship with us by stopping use of the Services.

c. The Company grants you limited, non-exclusive individual license to access and use the Services for your own personal, non-commercial purposes. You will not reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble the Services. Nor will you take any measures to interfere with or damage the Services. The Company owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other propriety information of the Company and its licensors.

2. Who Can Use Tonic.

Before you can use the Tonic. mobile app, you will need to register for an account ("Account"). In order to create an Account you must:

- a. Be at least 18 years old
- b. Have a Facebook account
- c. Be legally permitted to use the App by the laws of your country

If you create an Account, you represent and warrant that you have never been **convicted of a felony** and that you are not required to **register as a sex offender with any government entity**.

By signing in with your Facebook account, you expressly acknowledge and authorize use to access and use certain Facebook account information, including but not limited to your public Facebook profile (including name, date of birth, gender, sexual preference, and pictures) and information about Facebook friends you might share in common with other Tonic. users. For more information regarding the information we collect from you and how we use it, please refer to the [Privacy Policy](#).

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process. If you believe your account have been accessed by an unauthorized person, contact us at help@datetonic.com.

This Agreement will remain in full force and effect while you use this Service and/or have a Tonic. account. You may terminate your account at any time, for any reason, by following the instructions in the “Settings” in the Service. The Company may terminate or suspend your account at any time without notice if the Company believes that you have breached this Agreement, or for any other reason, in its sole discretion. Upon such termination, you will not be entitled to any refund for in-app or website purchases. The company is not required to disclose, and may be prohibited by law from disclosing, the reason for termination or suspension of your account. After your account is terminated, this Agreement will terminate.

3. Disclaimer

a. The Services are provided to you “as is” and “as available” without warranty of any kind, either express or implied, including but not limited to, fitness for a particular purpose, title, or non-infringement. You therefore use the Services at your own risk. The Company makes no representations or warranties

- i. That Tonic. will be permitted in your jurisdiction
- ii. That Tonic. will be uninterrupted or error-free
- iii. Concerning any content submitted by any user
- iv. Concerning any third party’s use of content that you submit
- v. That any content you submit will be made available on Tonic. or will be stored by the Company
- vi. That the Company will continue to support any particular feature of Tonic
- vii. Concerning sites and resources outside of Tonic., even if linked to from Tonic

4. Limitation of Liability

a. You are solely responsible for your virtual and physical interactions with other Service users. You understand that the Company does not currently conduct criminal background checks on its users. The Company does not inquire into the backgrounds of all its users or attempt to verify the statements or its users. However, the Company reserves the right to conduct any criminal background check or other screenings (such as sex offender register searches) at any time and using available public records.

b. In no event shall the Company, its affiliates, business partners, licensors, or service providers be liable for any damages whatsoever, whether direct, indirect, general, special, exemplary, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of this Service, including without limitation, bodily injury, death, emotional distress, and/or any other damages resulting from communications or meetings with other users of the Service. You agree to take reasonable precautions in all interactions with other users of this Service, particularly if you decide to communicate off the Service or in person. The Company has provided a button to “Block and Report” a matched user with an option for a description of their actions for documentation purposes and the reported user will be reviewed for potential termination of Service use. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of related use of the Service or the terms of this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

c. You hereby waive any and all claims arising out of your use of the Services. If any portion of this limitation on liability is found to be invalid or unenforceable for any reason, then our aggregate liability shall not exceed one hundred dollars (\$100). The limitation of liability herein is a fundamental element of the basis of the bargain and reflects a fair allocation of risk. The Services would not be provided without such limitations and you agree

that the limitations and exclusions of liability, disclaimers, and exclusive remedies specified herein will survive even if found to have failed their essential purpose.

5. Privacy Policy

For more information on how the Company collects, uses, and shares your information, please read the [Privacy Policy](#). The Privacy Policy includes:

- i. What information we may collect about you
- ii. What we use that information for
- iii. With whom we share that information

6. Safety Policy

The safety of our users is very important to use. Please read these safety terms.

- a. Ignore any request to send money. Report any users asking for such requests. Never give out yours or anyone else's financial information including but not limited to social security number (SSN), credit card, debit card, or bank account information.
- b. Remain anonymous until you feel comfortable providing further personal information including but not limited to your full name, phone number, email address, or physical address.
- c. The Company will NEVER email you asking for your username and password information. Any such communication should be reported immediately to help@datetonic.com.
- d. Report suspicious users and anyone who violates these terms of use (see "Code of Conduct")
- e. Always meet a matched user in public for the first few times to get to know them. Inform friends or family where you are going and when you will return. Always bring a phone with you.
- f. Secure your own ride to the meeting location (example: drive yourself or take a Taxi) do not get into a vehicle with someone you don't know.
- g. Be open and honest about sexual health. Have an in-person conversation with your partner about sexual activities before actually having it. Talk about any issues including but not limited to number of partners, STDs/STIs, vaccinations, current preventative medications. Always use protection. Know your STD status!

7. Code of Conduct

In using Tonic., you must behave in a civil and respectful manner at all times. The Company has the right, but not the obligation, to monitor all conduct and content submitted to the Services. You will not:

- Harass or stalk any other person;
- Harm or exploit minors;
- Act in a deceptive manner by, among other things, impersonating any person
- Collect information about others;
- You will not express or imply any statements that you make or endorsed by the Company without our specific prior written consent;
- You will not distribute spa, and will not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Service or its contents;
- You will not transmit "junk mail", "chain letters" or unsolicited mass mailing or "spamming";
- You will not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining prior consent of the owner of such proprietary rights;
- You will not interfere with or disrupt the Services or the site or the servers or networks connected to the Services or the site;

- You will not post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- You will not promote racism, bigotry, hatred, or physical harm of any kind against any group or individual;
- You will not request money from other users of the Service;
- You will not post or send video, audio, or images of another person without their permission (or in the case of a minor, the minor's legal guardian);
- You will not provide material that exploits people in a sexual, violent, or other illegal manner;
- You will not ask users to conceal the identity, source, or destination of any illegally gained money or products.

By using the App you imply that you want to meet in real life with the user you interact with. Further you will not:

- Purchase a special with another user unless you really want to meet the other user in person
- Attempt in any way to misguide the other user
- Schedule to meet up to use the special for other than personal reasons and intentions
- Behave in any abusive, insulting, disrespectful, or non-civil manner during or after your meeting with the other user.

8. Content Posted by You in the Service

You are responsible and liable for your content and will indemnify, defend, release, and hold us harmless from any claims made in connection with your content.

You may not display any personal contact or banking information on your individual profile page whether in relation to your or any other person. If you do choose to reveal any personal information about yourself or other users, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would any other circumstances.

You may not post any offensive, inaccurate, incomplete, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, or illegal material, or any material that infringes or violates another person's rights.

Tonic. is a public community, so your content will be visible on the Services instantly, so make sure you are comfortable sharing your content before your post. By uploading your content to Tonic. you represent and warrant to use that you have all necessary rights and licenses to do so, and automatically grant us a non-exclusive, royalty free, perpetual, worldwide license to use your content in any way.

We have the right to remove, edit, limit, or block access to any of your content at any time, and we have no obligation to display or review your content.

9. Payments

To make in-app purchases you must associate a valid credit card or debit card which we will charge once you agree to make a purchase. These purchases are non-refundable. You must be the cardholder, or have a written permission to use the card provided by the cardholder. If you choose to make an in-app purchase, you will be prompted to enter details for your account with the mobile platform you are using (e.g. Apple) and your account will be charged.

a. “Specials” are purchased using “Points” and not “real money” the users get rewarded Points by messaging their match. These points are shared between them and their match. Once the match is terminated the points are also deleted. Specials are created by third-parties and Tonic. is essentially the mediator to get these vouchers to the end user. There will be limit to the amount of points a user can build up per day.

b. Users are limited to 4 specials per week (1 per match). By purchasing another page of matches users increase their limit to 8 specials per week (1 per match).

10. Use of In-App Special Vouchers

The right to use an in-app voucher is personal to the original recipient and may not be transferred or reproduced in any form or by any means for use by anyone other than the original recipient, without the prior written permission of the Company. The Company or third-party the voucher pertains to reserves the right to withdraw, cancel, or deny a voucher for any reason at any time.

In-app vouchers can only be used at the third-party establishment it is designated for. To purchase an in-app voucher using Points, you and your match are required to agree of the Special being purchased. The voucher may only be used if both user are present at the establishment with identification.

The voucher will be valid for **single use** against a specific service or product. Purchased vouchers will expire on the Sunday of every week at 11:59 P.M. (time zone specific). If you delete the App, your entitlement to the in-app voucher content will expire and it will also affect the user you have matched with but deleting you from their match page.

When you use the in-app voucher you warrant to the Company that you are the duly authorized recipient of the voucher and that you are using it in good faith. The third-party is the ultimate decision maker for when and if the voucher can be used at their establishment.

If the Company believe that the voucher is being used in breach of the relevant terms of use, the Company and third-party may reject the voucher ad you will have no claim against the Company, third-party, or Apple in respect of any rejection or cancellation. The Company reserves the right to take any further action it deems appropriate in such instances.

The Company shall not be liable to anyone for any financial loss arising out of the refusal, cancellation or withdrawal of any in-app voucher code or any failure or inability of anyone to use an in-app voucher for any reason.

11. Digital Millennium Copyright Act (“DMCA”)

loveTonic, LLC has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (“DMCA”). If you believe any member content or our content infringes upon your intellectual property rights, please submit a notification alleging such infringement (“DMCA Takedown Notice”) including the following:

- a. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
- c. Identification of the material claimed to be infringing or to be the subject of infringing activity and that

is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;

d. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

e. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f. A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to: help@datetonic.com

MODIFICATION ENTIRE AGREEMENT:

This Agreement may not be modified except by a revised Terms of Use posted by loveTonic, LLC. on its Services or a written amendment signed by an authorized representative of the Company. A revised Terms of Use will be effective as of the date it is posted. This Agreement constitutes the entire understanding between the Company and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.

END OF DOCUMENT.