

WEBSITE TERMS OF USE

Last Updated 4/8/24.

Thank you for visiting our Company's website ("Website"). We hope you find what you are looking for and enjoy our website content, which has been thoughtfully crafted for users like you.

Please review these Terms of Use very carefully. By accessing our Website, you are agreeing to these and are expressing that you have been given reasonable access to review these Terms prior to your continued use of our Website. This Agreement is binding as of the date you access our Website.

General Purpose. These Terms of Use (“Terms,” or “Agreement”) that You, the Website user, are entering with The Brand Tonic (“Company,” “we,” “us,” “our”) govern how you may access and use our Website. The Company and You will collectively be referred to as “Parties,” and each individually as a “Party.”

By accessing our Website, you are agreeing to these Terms and our Privacy Policy, accessed here [Privacy Policy](#), which is hereby incorporated by reference. If you do not wish to agree to these Terms and our Privacy Policy or are not legally able to form a binding contract, you must immediately quit using our Website.

Age Limitations. Our Website is offered to users who are at least 13 years old. If you are not at least 13 years old, you are not allowed to use our Website. By continuing to use our Website you are representing that you meet the minimum age requirements to form a binding contract in your jurisdiction.

Changing Terms. We reserve the right to update and revise these Terms at any time without notice to you. The date that these Terms were last updated is noted on the top of this Agreement. Your continued use of the Website after we have updated these Terms indicates your acceptance and agreement to the changes.

Website Changes + Access. As our Company evolves, our Website and its contents will change with it. We reserve the right to delete, withdraw, or edit this Website (and any service or material we provide on the Website) however we see fit, at any time, and without notice. We are not liable to you if the Website or any part of it is unavailable. For example, this may happen when our Website is undergoing an “under construction” phase where we need to make edits, changes, or amendments. Thank you for understanding.

If you are prompted to provide registration information or other details to access the website or any part of it, you are warranting that the information you provide is correct. Further, you agree that any information you provide to us is correct.

Privacy. We respect your privacy and are committed to protecting it. We may use certain information that we collect from you to operate our Company and/or our Website. Please review our Privacy Policy to understand the types of data we collect from you and your devices (“Data”) in connection with your use of our Website and how we use your Data. By continuing to use our Website you are expressing that you agree with how we collect and use your Data as set out in these Terms and our Privacy Policy.

Protection of Personal Information. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity.

You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. We recommend keeping your login credentials and account information private so no other users are able to access it.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. If you decide to log into your account on a public or shared computer, make sure to log out after your viewing session to help protect your information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time [in our sole discretion for any or no reason, including] if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property. We enjoy sharing and creating valuable content on our Website for all our users to engage with and enjoy. However, in making this content publicly available, we still hold ALL of the Intellectual Property Rights to the work. Meaning, all intellectual property rights including, but not limited to trademarks, copyrighted material, trade secrets, and other proprietary information are owned by the Company and its designees. The Company has the sole exclusive right to reproduce, share and create derivative works from this intellectual property.

You understand and agree that you are only allowed to access the Website and our content for your personal, non-commercial use.

We understand and agree that your computer may incidentally and automatically store copies of our content and website for ease of accessing those materials. However, you are not allowed to reproduce, modify, or share the material contained on or downloaded from our Website.

You may not use the Company's trademarks including, but not limited to, brand names, logo marks, service marks, designs, and slogans, without written permission from the Company.

Linking to Website + Social Media. Thank you for your interest in linking to our Website and/or social media accounts. Before you place a link on your website or another platform, please adhere to these guidelines to ensure our reputation is left intact.

If you are linking to our Website as a credited source for an article, blog or press, you must include a link to our Website in the cited material. However, no information or content from our Website should be copied in its entirety without express written permission from the Company.

All links to our Website must establish that you do not have any association or endorsement from the Company (absent a separate affiliate, influencer, or other written agreement).

Further, you should only link to our Website on a site or social media account that is owned by you and complies with the content guidelines in this Agreement. You agree to immediately remove any and all links at the Company's request.

Restricted Uses. To aid in keeping our Website more safe and secure for all its users, we have curated a list of prohibited uses of our Website. Please abide by these restrictions when navigating, browsing, or using our Website in any way. Our Website should only be accessed and used for lawful purposes according to these Terms.

You are not allowed to use the Website:

- In violation of any State, Federal or International Laws.
- For any discriminatory purpose.
- For any purpose in violation of our User Content provision in the Terms, incorporated by reference herein.
- For any spoofing, spamming, or impersonating the Company purposes.
- To transmit or distribute spam email or messaging.

Further, you may not:

- Implement or use any spider, crawler, scraping, bots, or other automated processes to access the Website for any purpose.
- Interfere with the Website's operation in any way including, but not limited to, the use of viruses, malicious codes, attacks or programs.
- Bypass or hack authentication processes or gain any unauthorized access to the Website.

User Submissions. From time to time, our Website may contain features which enable you to submit or post content and material to the Website and/or submit directly to the Company. We prioritize the safety and environment of our Website and require that all your submissions comply with this Agreement.

All user submissions are non-confidential. You relinquish to the Company all proprietary rights in the same upon submission. You understand and agree that anything you submit or post through our Website grants the Company and our designees the right to use such material in any capacity for any purpose.

You understand and agree that you are solely responsible and liable for any submissions you make. The Company will not be held liable in any way for your submissions or posts.

Consent to Use. By submitting reviews, images, comments, testimonials, or tags to us on any platform including, but not limited to social media and online reviews, you are by default granting us a commercial license and voluntarily releasing us to use your submissions for any reasonable future business use. In doing so, we may use your name and/or photo along with any other publicly acknowledged information that has been revealed by you when referring to your submissions on our Website, marketing materials, guides, and any other platform not expressed in this agreement.

Monitoring + Enforcement. We value all user submissions, but we are unable to review all submissions, posts and materials before they are posted to the Website. Therefore, we cannot be held liable for the failure to remove objectionable submissions or posts from the Website. However, the Company may remove user submissions and content for any reason and at its sole discretion without notice to you. Further, the Company may terminate user access to the website for any reason without notice.

Additionally, you understand and agree that the Company may be required to disclose your identity or personally identifiable information due to third-party claims, legal matters or for other purposes in compliance with law enforcement agencies, court orders or appropriate directives. You agree that the Company will not be liable to you in any way for the disclosure of your identity or other information under the foregoing circumstances.

The Company reserves the right to take legal action against any user, person or entity who violates this Agreement.

User Content Guidelines. We care about providing a safe, inclusive space through our Website for users to gather online, share ideas, and consume helpful content.

We will not for any reason tolerate hate speech, sexually explicit materials, copyright infringements, or any number of things listed inside our Content Standards. Please review this list in its entirety before posting or interacting with any users or features on our Website.

User submissions are not allowed to:

- Violate any state, federal, or local laws and regulations or promote illegal activities.
- Violate any other person or entity's intellectual property or legal rights.
- Contain or encourage any obscene, indecent, sexually explicit or violent material and/or acts.
- Contain any hateful, discriminatory or other objectionable content.
- Embarrass, stalk, harass, or harm another person.
- Misrepresent any person's identity or organizational affiliation.
- Be used for any promotional or commercial purposes including advertising.

The Company's guidelines for user submissions and interactions are intended to promote our community and Website's safety. However, the Company is not liable for any content that is not in compliance with these Terms and guidelines.

If you see content that does follow these Terms, please inform us immediately so we can look into this issue and determine how to move forward. Together, we can keep our Website free of language and materials that are intended to hurt, harm, or infringe on the rights of others. Thank you.

Website Disclaimer. We do not warrant the accuracy, completeness, or usefulness of the information you find on our Website. Any reliance you place on such information is at your own risk.

You understand and agree that the Website and its content is merely informational in nature and does not represent any level of legal, medical, financial, or other professional industry-specific advice. As such, our Company will not be responsible for any damages that result from the use of our Website and its content.

External + Affiliate Links. From time to time, we will link to external websites and sources that are outside of our Company for your convenience only. These links may include, but are not limited to advertisements, affiliate links, 3rd party website links, and sponsored links. In doing so, we recognize that

we have no control over the contents of these sites, nor do we have any access to making changes or amendments to them.

Geographic Limitations. The owner of the Website is based in the State of [your State] in the United States. We provide this Website for use only by persons located in the United States.

No Warranties + No Guarantees. The Company is providing this Website and all content accessible through it on an “As-Is” basis for individual use by you at your own risk and without any warranties, whether express or implied, including, but not limited to warranties of title; merchantability; fitness for a particular use; or any rights or licenses in this Agreement. We cannot guarantee that the Website and any downloadable content will be free from viruses or other harmful code. The Company makes no warranty as to the accuracy and reliability of information set forth on the Website and its content. To the fullest permissible extent, the Company disclaims liability for any damages you sustain as a result of use or access of the Company’s Website, content and any linked 3rd party Websites or content.

You understand and agree that the Company does not guarantee specific results, including financial or other business gains for you personally or for your business. The information included on the Website is provided for informational purposes only and you are responsible for implementing any business practices or suggested actions found on the Website.

Limitation of Liability. The Company is in no way liable to You or any other third party for any and all damages including, but not limited to, punitive or exemplary damages or those resulting from negligence relating to this Agreement or Your use of this Website, regardless of whether the Purchaser was advised of such damages, the foreseeable nature of the damages, and the legal or equitable theory upon which the claim for damages is based. If found to be applicable by a court of competent jurisdiction or by law, the Company’s total liability arising out of or related to this Agreement and your use of the Website will be limited to the total amount paid to the Company preceding the event giving rise to the claim.

This Limitation of Liability provision does not purport to affect any liability that cannot be excluded or limited under the law.

Indemnification. You agree to defend, indemnify, and hold harmless the Company and its designees in all cases arising out of your use of our Website, web content, services or any information contained therein.

Binding Arbitration. In the event there is a dispute between the Parties that cannot be brought to an amicable mutual understanding, the Parties understand and agree that such dispute will be handled through binding arbitration in alignment with the rules of the American Arbitration Association. The Parties understand that they will be bound by any decision rendered by the arbitrator and/or arbitration proceedings. The arbitration itself will be held in Saratoga, New York. If the arbitration is unable to move forward in the designated jurisdiction, the Company will unilaterally elect another venue for the arbitration. The Parties will equally share in the costs and expenses of arbitration and any related proceedings.

Choice of Law. This Agreement and the Parties’ relationship are governed by the laws of the State of New

York. In the event of conflicting laws, the laws of The State of New York will control.

Severability + No Waiver. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court with jurisdiction, all other provisions set forth in this Agreement will remain valid and enforceable. By failing to enforce any right or provision of this Agreement, we are not waiving the right or ability to enforce the same rights or provisions in the future. Any right or provision in this Agreement will only be considered waived if done so in writing by an authorized representative of the Company.

Transfer + Assignment. You may not transfer or assign any of your rights under this Agreement to any third party without the express written consent of the Company.

Notices. We may provide notice to you by: (i) sending a message to the email address provided by you, or (ii) by posting to the Website. Notices sent by email will be effective at the time of sending and notices posted to the Website will be effective upon posting. You may provide notice to the Company by certified mail to The Brand Tonic Ballston Lake, NY. Notices provided by certified mail will be effective upon actual receipt of the notice.

All legal notices including those related to intellectual property and copyright infringement claims should be sent by certified mail to the Company's agent and mailing address located in this provision above.

All requests and other communications relating to the Website should be directed to: ashley@thebrandtonic.com

Headings for Convenience Only. The headings in these Terms are included for convenience and reference, and are not meant to describe, define, or limit the scope or intent of any provision.

Entire Agreement + All Rights Reserved. In concluding this Agreement, you understand and acknowledge that these Terms constitute the final agreement and supersedes all others regarding the purchase, sale, and use of any Products and the use of the Website. The Company reserves any and all rights not expressly granted in these Terms.

Thank you for reading the Terms of Use in its entirety. We hope you were able to gain clarity on how to effectively use and browse our Website.