

These Terms of Service ("Terms") govern your access to and use of the Tonik Auto shop management software platform and website (collectively, the "Service"), operated by Tonik Auto ("Tonik," "we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

1. The Service

Tonik provides a cloud-based shop management platform for independent auto repair garages, including but not limited to: online booking, order management, invoicing, customer portal, inventory management, staff scheduling, timeclock, and reporting tools. The Service is provided on a subscription basis and is accessible via web browser on any internet-connected device.

2. Eligibility and Account Registration

You must be at least 18 years of age and operating a legitimate business to use the Service. By registering, you represent that all information provided is accurate and that you have the authority to bind your business to these Terms.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. Notify us immediately at info@tonikauto.com if you suspect unauthorized use of your account.

3. Subscription and Payment

- The Service is offered on a month-to-month subscription at the rate agreed upon at the time of signup, currently \$299 CAD per month unless otherwise agreed in writing
- Subscriptions are billed monthly in advance
- Payment is due on the same date each month as the original subscription date
- We reserve the right to adjust pricing with a minimum of 60 days written notice to your registered email address
- Failure to pay may result in suspension of access to the Service
- All prices are in Canadian dollars (CAD) and subject to applicable taxes

4. Cancellation

Either party may terminate the subscription with 60 days written notice sent to info@tonikauto.com. Access to the Service continues through the end of the notice period. No refunds are provided for partial months. Following termination, your data will be retained for 90 days during which you may request a full export. After 90 days, all data is permanently deleted.

5. Acceptable Use

You agree not to:

- Use the Service for any unlawful purpose or in violation of any applicable law

- Attempt to gain unauthorized access to any part of the Service or its underlying systems
- Reverse engineer, decompile, or attempt to extract the source code of the Service
- Use the Service to transmit spam, malware, or harmful content
- Resell, sublicense, or transfer your subscription without prior written consent from Tonik
- Interfere with or disrupt the integrity or performance of the Service

6. Data Ownership and Privacy

You retain full ownership of all data you enter into the Service, including customer records, vehicle history, invoices, and business data. Tonik does not claim any ownership rights over your data and will not access, sell, or use it for any purpose other than providing the Service to you.

Your use of the Service is also governed by our Privacy Policy, available at tonikauto.com/privacy, which is incorporated into these Terms by reference.

7. Intellectual Property

The Tonik platform, including its software, design, branding, and content, is owned by Tonik Auto and protected by applicable intellectual property laws. These Terms grant you a limited, non-exclusive, non-transferable license to use the Service for your internal business purposes during the subscription term.

You may not copy, reproduce, distribute, or create derivative works from any part of the Service without express written permission from Tonik.

8. White-Label Deployments

If your subscription includes a white-label deployment of the platform under your business branding, Tonik retains all underlying intellectual property rights. Your customers will interact with the Service under your brand, but the core software remains the property of Tonik Auto. This arrangement does not transfer any ownership of the underlying technology.

9. Uptime and Support

Tonik will make reasonable efforts to maintain platform availability and respond promptly to support requests. We do not guarantee 100% uptime. Planned maintenance will be communicated in advance where possible. Support is provided via email at info@tonikauto.com.

10. Limitation of Liability

To the maximum extent permitted by applicable law, Tonik Auto shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of revenue, loss of data, or business interruption, arising out of or related to your use of the Service.

Our total liability to you for any claim arising under these Terms shall not exceed the total subscription fees paid by you in the three months preceding the claim.

11. Disclaimer of Warranties

The Service is provided "as is" and "as available" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. Tonik does not warrant that the Service will be error-free or uninterrupted.

12. Modifications to These Terms

We may update these Terms from time to time. We will provide at least 30 days notice of material changes via email to your registered address. Continued use of the Service after the effective date of changes constitutes acceptance of the updated Terms.

13. Governing Law

These Terms are governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Ontario.

14. Contact

Tonik Auto

info@tonikauto.com

tonikauto.com