

TabMe Terms of Service

Last Updated: January 23, 2025

Welcome to TabMe! These Terms of Service ("Terms") govern your access to and use of the TabMe application (the "App"), website, and related services (collectively, the "Services"). By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you may not use the Services.

1. Acceptance of Terms

By using TabMe, you confirm that you are at least 13 years old or the age of majority in your jurisdiction and capable of entering into legally binding agreements. If you are using the Services on behalf of a business or other entity, you represent that you have the authority to bind that entity to these Terms.

2. Description of Services

TabMe allows users to send meals, drinks, or other predefined items to recipients by selecting an item, setting a monetary limit, and making payments. Payments are held with a 4.9% service fee and can be redeemed by recipients via NFC card scanners or other methods provided by the App. The App also includes a messaging component for users to communicate directly within the platform.

3. Account Registration

To access certain features, you may need to create a TabMe account. You agree to provide accurate, current, and complete information and to update it as needed. You are responsible for maintaining the confidentiality of your login credentials and are liable for all activities that occur under your account.

4. Payments and Fees

1. **Payment Holds:** Payments made through the Services are held for a period of 7 days. If the recipient does not redeem the payment within this time frame, the hold will expire. TabMe may extend this period to 30 days in future updates.
2. **Service Fee:** A 4.9% service fee is applied to all transactions.

3. **NFC Redemption:** Redeeming payments requires the use of NFC-enabled card scanners or other redemption mechanisms provided by the App.
 4. **Unused Funds:** Unredeemed funds will not be charged to the sender after the expiration of the hold period.
 5. **Recipient Discretion:** By receiving a gift, recipients are under no obligation to redeem it.
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5. Non-App Users

Recipients who do not have the App can still receive gifts via SMS notifications sent through Twilio. By sending a gift, you confirm that you have permission to contact the recipient via text message. These notifications will include instructions for redeeming the gift, inform the recipient via text, and encourage app downloads.

6. Prohibited Activities

6.1 Legal Compliance for Alcohol-Related Gifts

Certain gifts offered through TabMe may suggest items such as beer or cocktails. By using the Services to send these gifts, you acknowledge that you are responsible for ensuring compliance with all applicable laws and regulations related to the consumption, purchase, and distribution of alcoholic beverages. TabMe does not verify the age or legal eligibility of the recipient to consume such items, and this responsibility lies solely with the sender and recipient. You agree not to:

- Use the Services for any unlawful or fraudulent activity.
 - Violate any applicable laws or regulations.
 - Impersonate any person or entity.
 - Interfere with the proper functioning of the Services.
 - Engage in any activity that could harm TabMe's reputation or operations.
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7. Intellectual Property

All content, trademarks, and intellectual property associated with TabMe are owned by TabMe or its licensors. You are granted a limited, non-exclusive, and revocable license to use the Services in accordance with these Terms.

8. Privacy Policy

Your use of the Services is also governed by our [Privacy Policy](#), which outlines how we collect, use, and protect your data.

9. Disclaimers and Limitation of Liability

1. **No Warranties:** The Services are provided "as is" without warranties of any kind.
 2. **Limitation of Liability:** To the fullest extent permitted by law, TabMe shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Services.
 3. **No Liability for Use:** TabMe is not liable for any misuse of the App, failure to redeem a gift, disputes between users arising from use of the Services, or legal or regulatory violations resulting from alcohol-related gifts.
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10. Indemnification

You agree to indemnify and hold harmless TabMe, its affiliates, and their respective officers, employees, and agents from any claims, damages, or losses arising from your use of the Services or violation of these Terms.

11. Modifications to Terms

TabMe reserves the right to modify these Terms at any time. Changes will be effective upon posting to the App or website. Your continued use of the Services after changes are posted constitutes your acceptance of the modified Terms.

12. Termination

TabMe may suspend or terminate your access to the Services at any time, with or without cause or notice.

13. Governing Law

These Terms are governed by the laws of [Insert Jurisdiction], without regard to conflict of laws principles.

14. Contact Information

If you have questions about these Terms, please contact us at:

TabMe Support

Email: support@tabmeofficial.com

Address: 31 Mendocino Lane, Novato, CA 94947

Thank you for using TabMe!