

TERMS & CONDITIONS

Welcome to www.verbenergybar.com. The following are the terms and conditions of this website, owned and operated by Verb Energy, Inc. ("Verb Energy"). All visitors agree that access to and use of this site are subject to the following terms and conditions and other applicable laws. If you do not agree to these terms, you should not use or access this website. Verb Energy reserves the right to revise these terms at any time by updating this agreement.

PROPRIETARY RIGHTS

The entire content included in this site, including but not limited to text, graphics or code is collectively the property of Verb Energy and are protected by copyright, trademark and other property rights and laws. You agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify or create derivative works from any content or materials on the Site. Permission is granted to electronically copy and print hard copy portions of this site for the sole purpose of placing an order with Verb Energy or purchasing Verb Energy products. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the site solely for your own non-commercial use, or to place an order with Verb Energy or to purchase Verb Energy products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this site is strictly prohibited, unless authorized by Verb Energy. You further agree not to change or delete any proprietary notices from materials downloaded from the site.

WARRANTY DISCLAIMER

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Verb Energy disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Verb Energy does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Verb Energy does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

GLUTEN-FREE, VEGAN AND ALLERGEN DISCLAIMER

Verb Energy disclaims all warranties, express or implied, for the quality and ingredients of the products provided. Verb Energy does not represent or warrant that all of the products provided will be 100% free of any trace elements of ingredients or allergens, including but not limited to, gluten or animal products. Actual packaging and materials of each unique product may contain important ingredient, manufacturing

and use information. All labels, warnings and directions must be read before using or consuming any of the products.

LIMITATION OF LIABILITY

Verb Energy shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Verb Energy has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

FRAUD PROTECTION

As part of our order processing procedures, we may screen orders for fraud or other types of unauthorized or illegal activity. We reserve the right to refuse any order due to suspected fraud or unauthorized or illegal activity. If we suspect fraudulent, unauthorized or illegal activity, we may reject your order or we may contact you at the phone number or email address you provided to confirm your order. We also reserve the right to cancel any accounts or refuse to ship to certain addresses due to suspected fraud or unauthorized or illegal activity. We take these measures to protect our customers as well as ourselves from fraud or other unauthorized or illegal activity.

TYPOGRAPHICAL ERRORS

In the event that a Verb Energy product is mistakenly listed at an incorrect price, Verb Energy reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Verb Energy reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Verb Energy shall issue a credit to your credit card account in the amount of the incorrect price.

TERMINATION

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Verb Energy without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

NOTICE

Verb Energy may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Verb Energy.

AUTO-RENEWAL

Verb Energy offers a monthly subscription service in increments of one month. All subscriptions automatically renew on the date of initial subscription monthly for successive increments at a defined rate per month. By purchasing a subscription, you accept responsibility for all recurring charges prior to cancellation and you hereby authorize Verb Energy to bill your credit card as described. If a trial one-month subscription or discounted month subscription is purchased, you will be billed for the full price per month as displayed on the website and checkout for your second month and beyond.

CANCELLATION

You may cancel your subscription at anytime by sending Verb Energy an email at team@verbenergybar.com. In order to cancel your subscription you must email your cancellation request before your next renewal billing charge (recurring monthly on the day of month of initial subscription). Verb Energy is unable to accept any returned boxes and there are no refunds for requests that come in after the renewal date. The aforementioned does not apply to any free trial or promotional offers.

FIRST BOX PROMOTIONS

In order to opt out of your subscription you must email your cancellation request to team@verbenergybar.com before your subscription billing charge (recurring monthly on the day of month of initial subscription). Verb Energy is unable to accept any returned boxes and there are no refunds for requests that come in on or after the subscription billing charge date.

24 HOUR NEW CUSTOMER CANCELLATION

All first time initial orders placed by new customers have a 24 hour cancellation window (calendar hours) from the time of order to the receipt of any cancellation and/or refund request. In order to cancel your first time initial order you must email your cancellation request before the close of the 24 hour window (calendar hours). Due to immediate product purchasing protocols that initiate within 24 hours of an order placed, there are no refunds for first time initial order requests that come in after the 24 hour window.

ADDRESS CHANGES

You can change your delivery address at any time by sending an email to team@verbenergybar.com. In order to affect a particular month's shipment, you must submit your address change prior to your next renewal billing (recurring monthly on the day of month of initial subscription). Verb Energy is unable to provide refunds for any address changes that come in on or after that date.

USE OF SITE

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Verb Energy or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

MODIFICATIONS

Verb Energy reserves the right, at any time, to modify, suspend, or discontinue the site or its services or any part thereof with or without notice. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuance of the site or services or any part thereof.

ACCOUNT RESPONSIBILITIES

You are responsible for maintaining the confidentiality of your Verb Energy online account information and are fully responsible for all activities that occur under your Verb Energy account. You agree to immediately notify Verb Energy of any unauthorized use, or suspected unauthorized use of your account or any other breach of security. Verb Energy cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

PARTICIPATION DISCLAIMER

Verb Energy does not and cannot review all communications and materials posted to or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Verb Energy is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, Verb Energy reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Verb Energy in its sole discretion.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Verb Energy, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these

terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

THIRD-PARTY LINKS

In an attempt to provide increased value to our visitors, Verb Energy may link to sites operated by third parties. However, even if the third party is affiliated with Verb Energy, Verb Energy has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Verb Energy. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Verb Energy seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

WAIVER OF CLASS RIGHTS

By entering into this terms of service agreement, you hereby irrevocably waive any and all rights you may have to form, join or participate in any class or legal procedural device. Any claims arising out of, relating to or in connection with this terms of service agreement shall be asserted individually.

GOVERNING LAW

Your use of this site shall be governed in all respects by the laws of the state of California, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Verb Energy products) shall be in the state or federal courts located in Santa Clara County, California. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Verb Energy products) must be commenced within one (1) year after the claim or cause of action arises. Verb Energy's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Verb Energy may assign its rights and duties under this Agreement to any party at any time without notice to you.

CONTACT

Any questions or comments you have may be directed to the following contact information.

Verb Energy, Inc.

Lexington, MA 02420

Email : team@verbenergybar.com