

VERDIGRASS User Terms and Conditions

TERMS AND CONDITIONS OF WEBSITE USE

This Site is maintained by Verdigrass Inc. (“we” or “us”). The terms and conditions set out below apply to the use of this website verdigrass.com. By accessing this Site and/or placing an order you accept these terms and conditions and agree to abide by them.

Please exit our Site immediately if you do not accept these terms and conditions of use.

We have made every effort to ensure that the information and content of this Site is accurate and up to date. We cannot be held liable for any errors, omissions or changes in price. All products are subject to availability. All images on the website are for illustration purposes only and are intended to give a general guide of how the product may look.

REGISTRATION

You warrant that: (1) The Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and (2) you will notify us immediately of any changes to the Personal Information. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorized to use.

ACCESSING OUR SITE

Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw, amend, suspend or terminate indefinitely the service we provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your Internet connection are aware of these terms, and that they comply with them.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of a registration scheme or a security procedure, you must treat such information as confidential, and you must not disclose it to any third party. We will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of the Terms and Conditions. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to

comply with any of the provisions of these terms of use. From time to time, we may restrict access to some parts of our Site, or our entire site, to users who have registered with us.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Site, and in the materials published on it, including but not limited to trade marks, designs, logos, text, images, audio and video materials, look and feel and software (including code, interface and website structure) (“Materials”). The Materials are protected by intellectual property laws and treaties around the world. All such rights are reserved. You may not remove any copyright or other proprietary notices from any Materials on our Site.

We reserve the right to copy protect any of the Materials on our Site. You may print a reasonable number of hard copies, and may download extracts, of any page(s) from our Site for your lawful, personal, non-commercial use. Unless otherwise specifically authorized by us (by way of example only, explicit instructions such as “Click Here to Enlarge this Image”) you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or proprietary notice. All other copying (whether in electronic, hard copy or other format) reproduction, transmission, public performance, distribution, commercial exploitation, adaptation, translation, modification, bundling, merging, sharing or making available to any person, or creation of any derivative works of our Site or the Materials on our Site is prohibited and may breach intellectual property laws and other laws worldwide.

Our status (and that of any identified contributors) as the authors of Materials on our Site must always be acknowledged.

You must not use any part of the Materials on our Site for commercial purposes without obtaining a license to do so from us and, where applicable, our licensors.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the Materials you have made.

ACCEPTABLE USE

You may use our Site only for lawful purposes and we reserve the right, in our sole discretion, to terminate your use of the Site. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any Material which does not comply with our content standards below.
- To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware (“Malicious Code”).

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our Site in contravention of the provisions of these terms of use.
- Not to interfere with, damage or disrupt any part of our Site, any equipment or network on which our Site is stored, any software used in the provision of our Site or any equipment or network or software owned or used by any third party.

UPLOADING MATERIAL TO OUR SITE

Any material you upload to our Site will be considered non-confidential and non-proprietary, and unless otherwise agreed in writing between us, we have the right to use, copy, distribute and disclose to third parties any such material in whole or in part for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy. You waive any moral rights in respect of any material you upload to our Site.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Site.

We have the right to remove any material or posting you make on our Site if, in our sole opinion, such material does not comply with the content standards below.

CONTENT STANDARDS

Any and all material which you contribute to our Site must comply with the spirit of the following content standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Your contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the US and in any country from which they are posted.

Your contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Contain sexually explicit material.
- Harm, or attempt to harm, others in any way.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right, trade mark or other proprietary right of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal or immoral activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

This list only serves to provide examples and is not meant to be an exhaustive list of the types of unacceptable uses that may result in the restriction, suspension or termination of your use of our Site.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.

OUR SITE CHANGES REGULARLY

We aim to update our Site regularly, and may change the content at any time. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

THE MATERIAL DISPLAYED ON OUR SITE IS PROVIDED “AS IS” AND WITHOUT ANY GUARANTEES, CONDITIONS OR WARRANTIES AS TO ITS ACCURACY. TO THE EXTENT PERMITTED BY LAW, WE AND ALL OTHER OTHER MEMBERS OF Verdigrass Inc. AND OUR AFFILIATES HEREBY EXPRESSLY EXCLUDE:

- ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY.
- ANY LIABILITY FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY ANY USER IN CONNECTION WITH OUR SITE OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR RESULTS OF THE USE OF OUR SITE, ANY WEBSITES LINKED TO IT AND ANY MATERIALS POSTED ON IT, INCLUDING, WITHOUT LIMITATION ANY LIABILITY FOR: LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS OR CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF GOODWILL, WASTED MANAGEMENT OR OFFICE TIME, AND FOR ANY OTHER LOSS OR DAMAGE OF ANY KIND, HOWEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

Your privacy is important to us. We process information about you in accordance with our Privacy Policy. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

MALICIOUS CODE, HACKING AND OTHER OFFENSES

You must not misuse our Site by knowingly introducing any Malicious Code. You must not attempt to gain unauthorized access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

We will report any such activity by you to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack or Malicious Code that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

You must not establish a link from any website to any page in our Site or frame our Site on any other site. Unless otherwise authorized in writing by us, you may not suggest any form of association, approval or endorsement of any website on our part.

LINKS FROM OUR SITE

Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

INDEMNITY

You will indemnify the Verdigrass Inc. against any loss, damage or cost incurred by us arising out of your use of our Site, any of its services or any information accessible over or through our Site, including information obtained from linked sites, our submission or transmission of information or material on or through our Site or your violation of these terms of use or any other laws, regulations and rules. You will also indemnify us against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence and infringement of any intellectual property right). We reserve the right exclusively to defend and control any claims arising from the above and you will fully cooperate with us in any such defenses.

DESCRIPTION OF PRODUCTS

Each product purchased is sold subject to its product description which sets out additional specific conditions related to that product including, without limitation, terms and conditions concerning estimated delivery dates and times, warranties, after-sales service and guarantees.

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the website as up to date as possible, the information including product descriptions appearing on this website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy.

ENTIRE AGREEMENT

These terms of use, including our Privacy Policy, constitute the entire agreement between you and us in relation to your use of our Site. To the extent that software or other downloadable technology is expressly made available to you through the Site, such software may be subject to a license agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such license agreements. If any provision of these terms of use is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions shall remain in full force and effect.

SEVERANCE

If any part of the conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the conditions and shall not affect the validity and enforceability of any of the remaining provisions of the conditions.

WAIVER

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

JURISDICTION AND APPLICABLE LAW

These Terms and Conditions are governed and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and any dispute arising out of or relating to this Terms and Conditions or your access or use of the this Site will be subject to the exclusive jurisdiction of the courts located within San Francisco in the State of California, and you hereby submit to the personal jurisdiction of such courts.

VARIATIONS

We may revise these terms of use at any time by amending this page. Each time you use this Site, the current version of the Terms and Conditions will apply. Accordingly, when you use the Site, you should check the date of the Terms and Conditions and review any changes since the last version. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our Site.

Privacy Policy

Introduction

Verdigrass Inc. (“**Company**” or “**We**”) respect your privacy and are committed to protecting it through our compliance with this policy.

This policy describes the types of information we may collect from you or that you may provide when you visit the website (our “**Website**”) and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website; and
- In email, text, and other electronic messages between you and this Website.

It does not apply to information collected by:

- Use offline or through any other means, including on any other website operated by Company or any third party; or
- Any third party, including through any application or content (including advertising) that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it.

If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy.

This policy may change from time to time. Your continued use of this Website after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13

Our Website is not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Website. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on this Website or on or through any of its features/register on the Website, make any purchases through the Website, use any of the interactive or public comment features of this Website or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at .

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, and telephone number ("**personal information**");
- That is about you but individually does not identify you;
- About your preferences and interests and other information relevant to customer surveys and/or offers; and/or
- About your internet connection, the equipment you use to access our Website and usage details.

We collect this information:

- Directly from you when you provide it to us.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies and other tracking technologies.

Information You Provide to Us. The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website.
- Records and copies of your correspondence (including email addresses), if you contact us.

Information We Collect Through Automatic Data Collection Technologies. As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.
- **Flash Cookies.** Certain features of our Website may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies are not managed by the same browser settings as are used for browser cookies. .
- **Web Beacons.** Pages of our the Website may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Cookies.

Some content or applications on the Website may be served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies to collect information about you when you use our website. The

information they collect may be associated with your personal information or they may collect information, including personal information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

How We Use Your Information

We may use the information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection.
- To notify you about changes to our Website or any products or services we offer or provide through it.
- To allow you to participate in interactive features on our Website.
- For internal record keeping.
- To improve our products and services.
- For internal record keeping.
- To provide you with information, products, or services that you request from us. To provide you with information, products, or services that you request from us.
- To send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website according to your interests.
- In any other way we may describe when you provide the information.

- For any other purpose with your consent.

We may use the information we have collected from you to enable us to display advertisements to our advertisers' target audiences. Even though we do not disclose your personal information for these purposes without your consent, if you click on or otherwise interact with an advertisement, the advertiser may assume that you meet its target criteria.

Disclosure of Your Information

We may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us about our Website users is among the assets transferred.
- To third parties to market their products or services to you if you have not opted out of these disclosures.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.

We may also disclose your personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- If we believe disclosure is necessary or appropriate to protect the rights, property, or safety of our company, our customers, or others.

Your California Privacy Rights

California Civil Code Section § 1798.83 permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third

parties for their direct marketing purposes. To make such a request, please send an email to sales@verdigrass.com.

Data Security

We have implemented measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, and disclosure.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our Website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Website.

Changes to Our Privacy Policy

It is our policy to post any changes we make to our privacy policy on this page. If we make material changes to how we treat our users' personal information, we will notify you through a notice on the Website home page. The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, contact us at: sales@verdigrass.com