



Policies & Procedures

Refund Policy

We do have a refund policy if your order gets misplaced or defective. If you receive a defective item, please contact us at support with details of the product and the defect. You can send the defective item back to us: Upon receipt of the returned product, we will fully examine it and notify you via email, within a reasonable period of time, whether you are entitled to a replacement as a result of the defect. If you are eligible, we will send you a replacement product.

Terms of Service

By visiting our site and/ or purchasing something from us, which shall include you Creating an account, you engage in our “Service” and agree to be bound by the following TERMS & CONDITIONS (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Section 1 – Online Store Terms

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence. You may not use the Services or sign up for a Membership if you are not the age of majority in your state or province. If we later discover or suspect that a

person is not of such age of majority, we reserve the right to take steps to cancel access to the Service, including cancellation of such person's Membership.

A breach or violation of any of the Terms will result in an immediate termination of your access to the Services.

Section 2 – General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You will only use the Service for your own internal, personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Service is prohibited by applicable laws, then you aren't authorized to use the Service. We can't and won't be responsible for your using the Service in a way that breaks the law.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Section 3 – Accuracy, Completeness, and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

Section 4 – Modifications to the Service and Prices

Prices for Services and any products made available through the Services are subject to change without notice. If we are going to change the Membership Fees, we will provide you with notice of such change in a commercially reasonable manner. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

Section 5 – Products or Services

Certain products or services may be available exclusively online through the Service. These products or services may have limited quantities and are subject to return or exchange only according to our Return/Refund Policy.

We have made commercially reasonable efforts to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

Section 6 – Accuracy of Billing and Account Information

When you create an account, you agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, re sellers or distributors. For more detail, please review our Returns/Refund Policy.

Section 7 – Auto-ship

With Auto-ship please understand, to cancel or change your auto-ship you must contact support@whatsonthemenu.club with any desired changes to your Subscriptions at least 5 business days prior to the designated processing dates. We here at WOTM takes pride in making sure you never miss out on your food orders.

Section 8 – Optional Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Section 9 – Third-Party Links

The Service may contain links or connections to third party websites, products or services that are not owned or controlled by What's On The Menu. When you access third party websites or use third party services or products, you accept that there are risks in doing so, and that What's On The Menu is not responsible for such risks. We encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

What's On The Menu has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Service. In addition, What's On The Menu will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Service, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

You are a Rewards Program Member, the services we provide to you in connection with that program.

We are NOT responsible for your website or your program that you are running on your OWN website or company.

Third parties. You agree that What's On The Menu shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

For us to host your website, it is necessary for us/you to transfer your content to our servers. When we/you do this uploading, we/you are creating one or more copies of your content on our system. By purchasing website services from us, you acknowledge that these copies are being made, and give us the permission (a license) to maintain these copies and make them available to users of the Internet. You are solely responsible for providing all of the content and other data that make up your website.

If there is a dispute between participants on this site, or between users and any third party, you agree that What's On The Menu is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release What's On The Menu, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of

executing the release, which, if known by him must have materially affected his settlement with the debtor.”

Section 10 – User Comments, Feedback, and other Submissions

If, at our request, you send certain specific submissions (for example Sweepstakes entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “Comments”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You are responsible for all Comments you contribute, in any manner, to the Service, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You are responsible for all your activity in connection with the Services.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

Section 11 – Personal Information

In accordance with the DMCA, we’ve adopted the policy below toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

Section 12 – Errors, Inaccuracies, and Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if

any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).