

Legal Framework for GREENKITCHEN GLOBAL LP: Privacy Policy and Terms & Conditions

Part I: Privacy Policy for GREENKITCHEN GLOBAL LP

1.0 Introduction and Controller Information

1.1 Our Commitment to Your Privacy

This Privacy Policy outlines the practices of GREENKITCHEN GLOBAL LP ("Company," "we," "us," or "our") regarding the collection, use, processing, and disclosure of your personal information. We are committed to protecting the privacy and security of the personal data we collect from users of our services ("Services"). This policy applies to all individuals who access our website, create an account, or purchase our products.

The purpose of this document is to provide you with clear, transparent, and comprehensive information about our data handling practices, enabling you to make informed decisions about your relationship with us.¹ We process personal data in accordance with applicable data protection laws, including Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), the European Union's General Data Protection Regulation (GDPR), and the United Arab Emirates' Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL).

1.2 Data Controller Details

For the purposes of applicable data protection legislation, the data controller responsible for your personal information is:

GREEN KITCHEN GLOBAL LP

BIN: 1001052519

Address: 2967 Dundas Street West, Unit 176d, Toronto, Ontario, M6P1Z2, Canada

This entity is responsible for determining the purposes and means of processing your personal data.³

1.3 Data Protection Officer / Privacy Officer

In fulfillment of our obligations under PIPEDA's "Accountability" principle and as a best practice under global data protection laws, we have designated an individual responsible for overseeing our compliance with this Privacy Policy and applicable privacy laws.⁵

The General Partner, **Antonio Marcos Da Mota Mesquita**, is the individual accountable for the Company's privacy compliance.

For any questions, concerns, or requests related to your personal data or this Privacy Policy, please contact our Privacy Officer at:

Email: privacy@greenkitchenglobal.com

While a formal Data Protection Officer (DPO) under GDPR or UAE PDPL may not be mandatory for our current scale of operations, the establishment of a Privacy Officer role ensures a high level of accountability and provides a clear point of contact for all data protection matters.⁸ This structure is designed to be scalable and to uphold our commitment to your privacy as our business evolves.

2.0 Personal Information We Process

We collect personal information in various ways to provide and improve our Services. The collection of personal information is limited to that which is necessary for the purposes we have identified.⁵ We are transparent about the types of data we collect,

which fall into the following categories:

2.1 Information You Provide Directly to Us

This is information that you knowingly and actively provide to us when using or participating in any of our Services and promotions.

- **Account Information:** When you create an account, we collect your full name and email address. You will also be required to create a password to secure your account.
- **Payment Information:** To complete a purchase, you must provide payment and billing information, which may include your credit card number, security code, expiration date, cardholder name, and billing address. It is important to note that these details are collected directly by our third-party payment processor, which is compliant with the Payment Card Industry Data Security Standard (PCI-DSS). We do not store your full credit card number on our servers.¹³
- **Communications:** If you contact us directly for customer support or other inquiries, we will collect the information you provide in your communications, such as your name, email address, and the content of your message.

2.2 Information We Collect Automatically

When you visit our website and use our Services, our servers may automatically log standard data provided by your web browser and device.

- **Log and Usage Data:** This data may include your device's Internet Protocol (IP) address, your browser type and version, the pages you visit on our site, the time and date of your visit, the time spent on each page, and other details about your visit.¹⁵ This information is essential for analyzing trends, administering the site, preventing fraud, and ensuring the security of our platform.
- **Device Data:** We may collect data about the device you are using to access our website, such as the device type, operating system, and unique device identifiers.¹⁶
- **Transaction Data:** We collect details related to your purchases, including the type of voucher purchased, the date and time of the transaction, and the

transaction amount.

2.3 Information From Third Parties

We may receive personal information about you from third-party sources.

- **Payment Processors:** Our payment processors may provide us with limited information related to your transaction, such as a unique transaction ID, confirmation of payment success or failure, and the type of payment method used. This is necessary to confirm your purchase and deliver the voucher.
- **API Solution Provider:** Our API provider, which facilitates the electronic delivery of vouchers to your email, may provide us with delivery confirmation reports, including whether an email was successfully delivered or bounced. This helps us troubleshoot any delivery issues.³

3.0 How and Why We Use Your Information (Purposes and Legal Basis)

Our use of your personal information is always grounded in a specific purpose and a lawful basis for processing, in line with the principles of GDPR, PIPEDA, and PDPL.¹² The following table details our data processing activities, providing the transparency required by these regulations. This structured approach ensures that we only collect and process data that is necessary and that you are fully informed about how your data is handled.³

Category of Personal Data	Purpose of Processing	Legal Basis (GDPR/PIPEDA)	Data Retention Period
Name, Email Address, Password	To create, secure, and manage your user account; to communicate with you about your account and transactions; to deliver the purchased voucher to your	Performance of a Contract: This information is essential for us to create your account and fulfill our contractual obligation to deliver the product you have	We retain this data for as long as your account remains active. Following account closure, we may retain the data for a limited period (e.g., 5 years) to comply with legal,

	dedicated email address.	purchased.	accounting, and tax obligations. ¹⁹
Payment and Billing Information (processed by a third-party)	To process your payment for the purchase of a voucher and to prevent fraudulent transactions.	Performance of a Contract: Processing payment is a necessary step to complete the purchase transaction you have initiated.	This data is not stored by us. It is retained by our secure third-party payment processor in accordance with their privacy policy and PCI-DSS requirements.
IP Address, Device Data, Log Data	To monitor and analyze the use of our Services for improvement; to maintain the security and integrity of our platform; to prevent and detect fraud; to diagnose technical issues.	Legitimate Interests: We have a legitimate interest in protecting our Services from misuse, ensuring they function correctly, and improving the user experience.	Usage data is typically anonymized or aggregated after a short period (e.g., 90 days). Full IP addresses may be retained in security logs for up to one year for security analysis purposes. ²⁰
Email Address	To send transactional communications, such as purchase confirmations, receipts, and the digital voucher itself.	Performance of a Contract: These communications are a fundamental part of the service you have purchased.	Retained for as long as your account is active and as part of our transaction records.
Email Address	To send you promotional materials, newsletters, and information about special offers (where you have opted-in).	Consent: We will only send you marketing communications if you have given us your explicit, opt-in consent to do so.	We will retain your email address for marketing purposes until you withdraw your consent by unsubscribing.

4.0 Cookies and Tracking Technologies

In line with the EU's ePrivacy Directive and modern privacy standards, we provide

detailed information about our use of cookies and similar technologies.¹³

4.1 Use of Cookies

Cookies are small text files that are stored on your device when you visit a website. They are widely used to make websites work, or work more efficiently, as well as to provide information to the owners of the site. We use cookies to enhance your experience on our website.

4.2 Types of Cookies Used

- **Strictly Necessary Cookies:** These cookies are essential for you to browse the website and use its features, such as accessing secure areas of the site, managing your shopping cart, and completing the checkout process. These cookies do not require your consent.
- **Performance and Analytics Cookies:** These cookies collect information about how you use our website, such as which pages you visit and if you experience any errors. This data is aggregated and anonymous and helps us improve how our website works. We use services like Google Analytics for this purpose.
- **Marketing Cookies:** These cookies are used to deliver advertisements that are more relevant to you and your interests. They may be used to limit the number of times you see an advertisement and help measure the effectiveness of advertising campaigns. We will only place these cookies with your explicit consent.

4.3 Your Choices Regarding Cookies

When you first visit our website, you will be presented with a cookie consent banner that allows you to accept or reject the use of non-essential cookies. You can change your preferences at any time. Additionally, most web browsers allow you to control cookies through their settings. However, if you block all cookies (including essential

cookies), you may not be able to access all or parts of our site.⁸

5.0 Data Sharing and Disclosure

We do not sell your personal information. We only share your data with third parties in the specific circumstances outlined below, in accordance with the "Limiting Use, Disclosure, and Retention" principle of PIPEDA.⁵

5.1 Service Providers and Business Partners

We engage trusted third-party companies and individuals to perform services on our behalf and to assist us in providing our Services. These third parties have access to your personal information only to perform these tasks and are contractually obligated not to disclose or use it for any other purpose.

- **Payment Processors:** To securely process your payments.¹⁴
- **API Solution Provider:** To facilitate the automated delivery of your purchased voucher to your email address.
- **Cloud Hosting Providers:** To store our data on secure servers.
- **Analytics Providers:** To help us understand and improve our Services.

5.2 Legal Requirements and Business Transfers

We may disclose your personal information if required to do so by law or in response to valid requests by public authorities (e.g., a court or a government agency).

Furthermore, if our Company is involved in a merger, acquisition, or asset sale, your personal information may be transferred as a business asset. In such a case, we will provide notice before your personal information is transferred and becomes subject to a different privacy policy.¹⁶

6.0 International Data Transfers

As a Canadian company serving a global customer base, we are transparent about how we handle cross-border data transfers.³

6.1 Primary Data Storage Location

Your personal information is primarily stored and processed on secure servers located in **Canada**.

6.2 Safeguards for Transfers

When we transfer your personal information to service providers located in other countries, we ensure that your data is protected through legally recognized data transfer mechanisms.

- **Transfers from the EEA, UK, and Switzerland to Canada:** The European Commission has issued an "adequacy decision" for Canada, recognizing that its privacy laws provide a level of data protection that is essentially equivalent to that in the EU. This decision allows for the free flow of personal data from the EEA to Canada without the need for additional safeguards.²⁵ This demonstrates a high standard of compliance for our European customers.
- **Transfers to Other Countries (e.g., the United States):** For transfers to countries that have not been granted an adequacy decision, such as the United States, we rely on other appropriate safeguards. These may include the use of **Standard Contractual Clauses (SCCs)** approved by the European Commission or verifying that the US-based provider is certified under the **EU-U.S. Data Privacy Framework**.⁸ These measures ensure that your data remains protected to a standard equivalent to that required within the EU.

7.0 Data Security and Retention

We are committed to protecting your personal information and have implemented appropriate technical and organizational security measures to prevent unauthorized access, use, alteration, or disclosure.

7.1 Our Security Measures

We use a variety of security technologies and procedures to help protect your personal information. These measures include Secure Sockets Layer (SSL) technology to encrypt data during transmission, role-based access controls to limit access to personal data to authorized personnel, and regular security assessments of our systems.⁸ While we take reasonable steps to protect your data, no method of transmission over the Internet or method of electronic storage is 100% secure. Therefore, we cannot guarantee its absolute security.⁵

7.2 Data Retention Policy

We retain your personal information only for as long as is necessary to fulfill the purposes for which it was collected, as outlined in the table in Section 3.0 of this policy.⁵ When we no longer have a legitimate business need to process your personal information, we will either delete or anonymize it. In some cases, we may be required to retain certain information for longer periods to comply with our legal, tax, or accounting obligations.¹⁹

8.0 Your Data Protection Rights

We respect your rights over your personal data. Below is an overview of your rights under various data protection laws. To exercise any of these rights, please contact our Privacy Officer.

8.1 General Rights

You generally have the right to:

- Request access to your personal information.
- Request correction of inaccurate information.
- Request erasure of your personal information.
- Object to the processing of your personal information.
- Request the restriction of processing of your personal information.
- Request the portability of your personal information.
- Withdraw your consent at any time (where we are relying on consent to process your data).

8.2 Specific Information for Residents of the European Economic Area (EEA), UK & Switzerland (GDPR)

If you are a resident of the EEA, UK, or Switzerland, you have the following rights under the GDPR:

- **The right to be informed:** To be provided with clear, transparent, and easily understandable information about how we use your information and your rights.
- **The right of access (Art. 15):** To obtain a copy of your personal data.
- **The right to rectification (Art. 16):** To have inaccurate personal data corrected.
- **The right to erasure ('right to be forgotten') (Art. 17):** To have your personal data deleted in certain circumstances.
- **The right to restrict processing (Art. 18):** To 'block' or suppress further use of your information.
- **The right to data portability (Art. 20):** To receive your personal data in a structured, commonly used, and machine-readable format.
- **The right to object (Art. 21):** To object to certain types of processing.
- **Rights in relation to automated decision making and profiling (Art. 22):** To be protected from potentially harmful decisions made without human intervention.
- **The right to lodge a complaint:** You have the right to lodge a complaint about the way we handle or process your personal data with your national data

protection authority.⁴

8.3 Specific Information for Residents of Canada (PIPEDA)

If you are a resident of Canada, you have rights under PIPEDA, which include:

- **The right to access:** You have the right to request access to the personal information we hold about you. We will respond to your request within 30 days.⁵
- **The right to challenge accuracy:** You have the right to challenge the accuracy and completeness of your information and have it amended as appropriate.
- **The right to withdraw consent:** You may withdraw your consent to our collection, use, and disclosure of your personal information at any time, subject to legal or contractual restrictions and reasonable notice.⁷

8.4 Specific Information for Residents of the UAE (PDPL)

If you are a resident of the UAE, you have rights under the PDPL that are similar to those under GDPR, including:

- **The right to access:** To obtain information and a copy of your data.
- **The right to rectification or erasure:** To correct or delete your data.
- **The right to restrict processing:** To limit how your data is used.
- **The right to object:** To object to processing for direct marketing or profiling.
- You also have the right to file a complaint with the UAE Data Office if you believe your rights have been violated.¹⁰

9.0 Children's Privacy

Our Services are not intended for or directed at individuals under the age of 18, or the age of legal majority in their jurisdiction of residence. We do not knowingly collect personal information from children. If we become aware that we have inadvertently collected personal information from a child, we will take steps to delete such

information from our records promptly.¹⁵

10.0 Changes to This Privacy Policy

We may update this Privacy Policy from time to time in response to changing legal, technical, or business developments. When we update our Privacy Policy, we will take appropriate measures to inform you, consistent with the significance of the changes we make. We will post any changes on this page and update the "Effective Date" at the top of this policy. For any material changes, we will notify you by email or through a prominent notice on our website prior to the change becoming effective.¹⁶

Part II: Terms and Conditions for GREENKITCHEN GLOBAL LP

Effective Date:

1.0 Agreement to Terms

1.1 Introduction

These Terms and Conditions ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you" or "User") and **GREENKITCHEN GLOBAL LP** ("Company," "we," "us," or "our"), concerning your access to and use of the greenkitchenglobal.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Service"). The Service involves the sale of digital travel discount vouchers ("Vouchers").³¹

1.2 Binding Agreement

BY CREATING AN ACCOUNT, ACCESSING THE WEBSITE, OR PURCHASING A VOUCHER, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS. AT CHECKOUT, YOU WILL BE REQUIRED TO AFFIRMATIVELY AGREE TO THESE TERMS BY CLICKING AN "I AGREE" CHECKBOX. THIS ACTION CONSTITUTES YOUR ELECTRONIC SIGNATURE AND CONFIRMS YOUR ACCEPTANCE. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE AND YOU MUST DISCONTINUE USE IMMEDIATELY.³²

Your use of the Service is also governed by our Privacy Policy, which is incorporated herein by reference.

2.0 User Accounts

2.1 Account Creation and Security

To purchase Vouchers, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. We reserve the right to suspend or terminate your account if any information provided is found to be inaccurate, not current, or incomplete.³¹

2.2 User Responsibilities

You are responsible for safeguarding your password and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of

your account. The Company cannot and will not be liable for any loss or damage arising from your failure to comply with this security obligation.

3.0 The Service: Vouchers

3.1 Description of Vouchers

The Service consists of the sale of digital Vouchers which provide discounts on travel-related products and services offered by third-party providers. The specific terms, conditions, limitations, and redemption process for each travel discount are determined by the respective third-party provider and will be detailed on the Voucher itself or through a link provided with the Voucher. The Company is a reseller of these Vouchers and is not the provider of the underlying travel services.

3.2 Issuance and Delivery

Upon successful completion of your payment, the purchased Voucher will be generated and delivered electronically to the email address you have registered with your account. This delivery is facilitated by an automated Application Programming Interface (API) solution.³⁵ Our contractual obligation to deliver the Voucher is deemed fulfilled upon the successful transmission of the email containing the Voucher to the email address on file in your account. It is your responsibility to ensure that your registered email address is correct and capable of receiving emails from us.

4.0 Purchases and Payment

4.1 Pricing and Currency

All prices for Vouchers are displayed on the Service. The currency for the transaction (e.g., Canadian Dollars (CAD), United States Dollars (USD), or Euros (EUR)) will be clearly indicated at the point of checkout.³⁶ You are responsible for any applicable taxes, duties, or other governmental charges associated with your purchase.

4.2 Payment Authorization

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Service. By providing a credit card or other payment method, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase, including any applicable taxes.

5.0 Refund and Cancellation Policy

This section outlines our policy regarding refunds and cancellations, which is a critical component of our agreement. By making a purchase, you acknowledge and agree to the terms set forth herein.

5.1 General Policy: All Sales Are Final

DUE TO THE DIGITAL NATURE OF OUR VOUCHERS, WHICH ARE DELIVERED INSTANTANEOUSLY VIA EMAIL UPON PURCHASE AND ARE IMMEDIATELY AVAILABLE FOR USE, ALL PURCHASES ARE FINAL, NON-REFUNDABLE, AND NON-EXCHANGEABLE. YOU RECOGNIZE AND AGREE THAT YOU SHALL NOT BE ENTITLED TO A REFUND FOR ANY PURCHASE UNDER ANY CIRCUMSTANCES, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.2 OR AS REQUIRED BY

APPLICABLE LAW.³⁷

This "no refund" policy is a condition of sale. In jurisdictions like Canada and the UAE, such policies are generally permissible for non-defective goods and services, provided they are clearly and conspicuously communicated to the consumer before the transaction is completed.³⁷ Your affirmative agreement to these Terms at checkout serves as your acknowledgment of this policy.

5.2 Exception for Proven Non-Delivery

The sole exception to our no-refund policy is in the event that a Voucher, for which payment has been successfully processed and confirmed, was not delivered to the user's registered email address due to a verifiable technical failure of our issuance or delivery systems. In such a case, the user must contact our customer support at within 48 hours of the transaction time with proof of purchase. We will investigate the matter, and if a system failure is confirmed on our end, we will either re-issue the Voucher or, at our sole discretion, provide a full refund. This does not cover delivery failures due to user-provided incorrect email addresses, spam filters, or other issues outside of our direct control.

5.3 For Consumers in the European Union (EU), European Economic Area (EEA) & United Kingdom (UK): Acknowledgment and Waiver of the Right of Withdrawal

If you are a consumer residing in the EU, EEA, or UK, you have a statutory right to withdraw from most online purchases within 14 days without giving any reason (the "Right of Withdrawal"), as established by the Consumer Rights Directive 2011/83/EU.⁴¹

However, this Right of Withdrawal is subject to specific legal exceptions. As per Article 16(m) of the Directive, the Right of Withdrawal does not apply to contracts for the supply of digital content (such as our Vouchers) which is not supplied on a tangible medium, if the performance has begun with your **prior express consent** and your **acknowledgment that you thereby lose your Right of Withdrawal**.⁴³

To provide you with immediate access to your purchased Voucher, our checkout process for users in the EU, EEA, and UK requires you to take an affirmative step to

waive this right. Before you can complete your purchase, you must manually check a box next to a statement that reads:

"By checking this box, I hereby expressly consent to the immediate delivery of my digital voucher. I acknowledge and agree that by receiving the voucher immediately, I lose my 14-day statutory right of withdrawal from this purchase."

By checking this box and completing the purchase, you are explicitly agreeing to waive your Right of Withdrawal. If you do not agree to waive this right, you will not be able to complete the purchase.⁴⁶ This process ensures our compliance with EU consumer law while allowing us to maintain our no-refund policy for instantly delivered digital goods.

6.0 Intellectual Property Rights

6.1 Ownership of Content and Service

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by Canadian and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.³¹

6.2 Limited License to Users

Upon purchase, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the purchased Voucher for your personal, non-commercial use, subject to the terms of the third-party travel provider and these Terms.⁴⁸ This license does not grant you any ownership rights in the Voucher or the Service. You agree not to copy, modify, resell, or redistribute the Vouchers or any other content

from the Service.

7.0 Prohibited Activities

You may not access or use the Service for any purpose other than that for which we make the Service available. As a user of the Service, you agree not to:

- Systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Engage in any unauthorized use of the Service, including reselling or attempting to resell Vouchers.
- Circumvent, disable, or otherwise interfere with security-related features of the Service.
- Use the Service in a manner inconsistent with any applicable laws or regulations.³¹

8.0 Termination

8.1 Termination by the Company

We reserve the right, in our sole discretion, to suspend or terminate your account and refuse any and all current or future use of the Service, without prior notice or liability, for any reason, including but not limited to a breach of these Terms. Such termination will be effective immediately and may result in the forfeiture and destruction of all information associated with your account.³¹

8.2 Effect of Termination

Upon termination of your account, your right to use the Service will immediately

cease. All provisions of these Terms which by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

9.0 DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL VOUCHERS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.³⁴

THE COMPANY MAKES NO WARRANTY THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS. THE COMPANY IS NOT RESPONSIBLE FOR THE TERMS, ACTIONS, OR OMISSIONS OF ANY THIRD-PARTY TRAVEL PROVIDER.⁵¹

10.0 LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL GREENKITCHEN GLOBAL LP, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICE OR ANY VOUCHERS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.⁵⁴

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE, REGARDLESS OF THE FORM OF THE ACTION, IS LIMITED TO THE AMOUNT YOU HAVE PAID TO THE COMPANY FOR THE SPECIFIC VOUCHER GIVING RISE TO THE CLAIM.⁵⁶

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.⁵⁶

11.0 INDEMNIFICATION

You agree to indemnify, defend, and hold harmless GREENKITCHEN GLOBAL LP and its affiliates, and their respective officers, directors, employees, agents, and licensors from and against any and all claims, losses, damages, liabilities, deficiencies, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) your use of or inability to use the Service; (b) your breach of any of these Terms; (c) your violation of any applicable laws or regulations; or (d) your violation of any rights of a third party, including any third-party travel provider.⁵⁸ We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims.

12.0 Governing Law and Jurisdiction

The enforceability and interpretation of legal agreements in a cross-border context depend heavily on a clear choice of law and jurisdiction. By selecting the laws and courts of our home jurisdiction, we ensure legal predictability and operational consistency.⁶²

12.1 Governing Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the **Province of Ontario** and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.⁶⁴

12.2 Jurisdiction

The parties irrevocably agree that the courts located in the city of **Toronto, Ontario, Canada**, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms.⁶⁴ You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13.0 Dispute Resolution

The parties agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms by good-faith negotiation. If the parties are unable to resolve the dispute through negotiation within thirty (30) days, either party may elect to submit the dispute to the exclusive jurisdiction of the courts specified in Section 12.2.

14.0 Miscellaneous

14.1 Severability

If any provision of these Terms is determined to be unlawful, void, or unenforceable, then that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

14.2 Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between you and the Company regarding your use of the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

14.3 Contact Information

For any questions or comments about these Terms and Conditions, please contact us at:

GREENKITCHEN GLOBAL LP
2967 Dundas Street West, Unit 176d
Toronto, Ontario, M6P1Z2
Canada
Email: support@greenkitchenglobal.com

Referenzen

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