

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:

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