

Greenkai.co.nz Terms and conditions

By visiting Greenkai.co.nz you are consenting to our Terms and Conditions.

Overview

The words "we," "us," and "our" pertain to Green Kai. The term "Site" pertains to Greenkai.co.nz. The terms "user," "you," and "your" refer to individuals who visit the site, customers, and any other individuals who use the site. The term "Service" encompasses all resource pages, membership, or apps associated with Greenkai.co.nz. Your use of Greenkai.co.nz, including all materials and online services offered by Greenkai.co.nz, is governed by the following Terms and Conditions. These Terms and Conditions apply to all visitors, customers, and other users of the site. By utilizing the Site or Service, you agree to these unmodified Terms and Conditions and acknowledge that you have read them.

Use of Greenkai.co.nz and our service

The information regarding Recipes, Food Blogging, and other topics provided on the Site and in the Service may be modified. Green kai does not guarantee the accuracy, completeness, reliability, currency, or absence of errors in the information (referred to as the "Content") provided, regardless of its source. Green kai explicitly disclaims any responsibility for any inaccuracies, errors, or lack of completeness in the Content.

Account privacy

To access the Service, you may need to furnish personal details such as your name, email address, username, password, and other information about yourself. By using the Service, you agree to provide Green Kai with precise, truthful, and current registration information. You are strictly prohibited from impersonating others, using someone else's account information, or providing an email address that does not belong to you. Your account must not be utilized for any unlawful or unauthorized activities. Furthermore, while using the Service, you must comply with the laws of your jurisdiction.

Lawful Purposes

By accessing and using the Site and Service, you hereby acknowledge that you will only use it for lawful purposes. You are solely responsible for any purchases made by you or someone on your behalf through the Site, including the financial aspects. Additionally, you agree to utilize the Site and make purchases of services or products through it only for legitimate and non-commercial intentions. It is strictly prohibited to post or transmit any material that infringes on the rights of others, is threatening, abusive, defamatory, libelous, invades privacy or publicity rights, is vulgar, obscene, profane, or in any way objectionable. This includes content containing harmful formulas, recipes, or instructions, promoting actions that would be deemed criminal offenses, leading to civil liability, or violating any applicable laws.

Refusal of Service

By placing an order or making a request, you acknowledge that our acceptance is required for the Services to be provided. We have the right to decline service to any order, individual, or business without providing a reason. Payment processing is necessary for an order to be considered accepted by us. We retain the right to modify or terminate any part or feature of the Site or Service, while still fulfilling our prior obligations to you, as long as payment has been accepted.

Order Confirmation

Once your order is placed, we will send you an email to officially confirm it and provide information regarding the delivery of the products. Should you spot any inaccuracies in the confirmation email, it is your duty to promptly notify us.

Product Description

In our best efforts, we aim to provide an accurate and detailed description of our services. However, we cannot guarantee that the information on the site is completely accurate, up-to-date, or free from errors. Occasionally, we may rectify errors in pricing or descriptions. We retain the right to reject or cancel any order that has been placed with an incorrect pricing displayed on the site.

Intellectual Property Rights to your content

By submitting material to Green Kai, you acknowledge that we do not assert any intellectual property rights over the material. You maintain the copyright and any other rights you rightfully possess in any content you provide through the Site or Service. The content you provide to Green Kai remains within your ownership as long as you have valid legal claims to it. You agree to protect Green Kai from any claims, obligations, and expenses arising from actual or potential misappropriation or infringement of copyrights or trademarks that may be claimed against you. Through posting material on the Site, you grant us a global, non-exclusive, irreversible license to utilize the material for promotional, business development, and marketing purposes.

Intellectual Property

The Site and Service provided by Green kai include various forms of intellectual property, such as trademarks, copyrights, proprietary information, and other forms of intellectual property. It is strictly prohibited to make any alterations, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or exploit the Site or Service, its Content, or any intellectual property associated with them, in any manner, without obtaining our prior written consent. If you are found to be in violation of this intellectual property policy, we reserve the right to promptly terminate your access to the Service, without any refund.

Terms changes

These Terms and Conditions are subject to change without prior notice. Any amendments will take effect immediately upon us posting the updated Terms and Conditions on this Site. By continuing to use the Site or Service after being notified, you acknowledge and accept these changes. We reserve the right to modify any part of our Site and Service, including these Terms and Conditions, at any time. The most current versions will be posted on the Site, indicating the effective dates on the respective Terms and Conditions pages.

Limitation of Liability

By using the site or service, you agree that we shall not be held liable for any direct, indirect, incidental, consequential, special, punitive, exemplary, or other damages that may arise. Additionally, Green Kai is

not responsible for any damages related to the following: performance failure, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus, or line or system failure; loss of revenue, anticipated profits, business, savings, goodwill, or data; and theft, destruction, unauthorized access to, alteration of, or use of your information or property by third parties, regardless of our negligence or failure of an essential purpose, and regardless of whether such liability arises in negligence, contract, tort, or any other theory of legal liability. We are not responsible for any damages if such exclusion or limitation is not permitted by law in your country. Our liability to you is limited to the fullest extent permitted by law. In no event shall Green Kai's cumulative liability to you exceed the total purchase price of the service you have purchased from Green Kai. If you have not made any purchases, Green Kai's cumulative liability to you shall not exceed NZD \$100.

Third Party Resources

By using the Site and the Service, you understand and accept that we provide links to external websites and resources. We want to make it clear that we are not responsible for the accessibility, accuracy, content, or policies of these third party websites or resources. The inclusion of such links does not indicate our endorsement or affiliation with Green Kai. You acknowledge that you are solely responsible for using and accessing any such websites or resources, and you assume all associated risks.

Indemnification

You shall indemnify and hold us harmless from and against all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle

any third-party claim or waive any defense without our prior written consent.

Effect of Headings

The inclusion of subject headings for paragraphs and subparagraphs in this Agreement is solely for convenience purposes and will not impact the understanding or interpretation of any of its terms and conditions.

Agreement; Waiver

This Agreement is the complete agreement between you and Green kai regarding the Site and Service and replaces any previous agreements, representations, or understandings between us. Any waiver of a provision in this Agreement by Green kai will not be considered a waiver of any other provision, nor will it create a continuous waiver. A waiver will only be valid if it is in writing and executed by Green kai.

Recovery of Litigation Expenses

In the event that this Agreement needs to be enforced through legal action, arbitration, or any other proceeding due to an alleged dispute, breach, default, or misrepresentation related to any provisions contained herein, the party or parties who succeed or prevail shall have the right to reclaim reasonable attorney's fees and additional costs incurred during such action or proceeding. This entitlement applies alongside any other relief that they may be eligible for.

Severability

In the event that an arbitrator or court of competent jurisdiction deems any term, provision, covenant, or condition of this Agreement to be invalid, void, or unenforceable, the remaining terms of the Agreement shall continue to be fully effective and unaffected, without any impairment or invalidation.

Assignment

These Terms and Conditions apply to and benefit the successors and assigns of the parties involved. You are not allowed to assign, transfer, delegate, or sublicense these Terms and Conditions. Any attempt to do so by you will be deemed invalid.

Full Disclosure: Affiliate Policy

From time to time, we may receive forms of cash advertising, sponsorship, paid insertions, or other types of compensation. However, it is important to note that such compensation will never influence the content, topics, or posts created on Greenkai.co.nz. All advertisements on our site are generated by a third-party ad network. This blog may receive compensation for providing opinions on various topics, including products, services, websites, and more. Despite receiving compensation for our posts or advertisements, we always offer genuine opinions, findings, beliefs, or experiences on those subjects or products. The perspectives and viewpoints expressed on this blog are solely our own. We recommend verifying any product claim, statistic, quote, or other representation about a product or service with the respective manufacturer, provider, or party in question. It is important to note that Greenkai.co.nz does not feature any content that might present a conflict of interest.

Nutritional Information Disclosure

Greenkai.co.nz may occasionally provide nutritional information for recipes on this site. Please note that this information is offered as a courtesy and should not be considered a guarantee by Greenkai.co.nz. The nutritional information is generated using online calculators. While Greenkai.co.nz strives to provide accurate nutritional information, these figures should be seen as estimates. The actual nutritional values may vary due to factors such as different product types and ingredient processing methods used in a recipe. For the most accurate representation of the nutritional information in a specific recipe, it is recommended to calculate it using the precise ingredients you use in your own recipe.

Digital products Intellectual property

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It is intended to provide helpful and informative material on the subject matter covered.

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Design and all photography by Aga Oracz, Nick Long | Green Kai

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All prices listed on the website include GST unless otherwise specified.

All prices displayed on the website are subject to change without notice. Prices for items in an order are fixed once your order has been confirmed. Subsequent price changes will not be applied to confirmed orders.

Digital products Payment

We use STRIPE and PayPal as our secure payment method. Please check their respective website for their terms and conditions.

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