

## GENERAL TERMS AND CONDITIONS FOR OFFSET ONLINE

### **Article 1. Definitions**

For the purposes of these general terms and conditions of Greentripper, the following concepts shall mean:

“Client”	Any natural person which calls on the offset online services offered on the Greentripper website to calculate the quantity of GHG emissions of the activity that he wishes to offset and the monitoring of the entire purchase procedure provided under Article 3;
“Greentripper”	The private limited liability company Greentripper, having its registered office at Cantersteen 47, 1000 Brussels, registered in the legal entities register of the Crossroads Bank for Enterprises (central business register) under number 0715.958.681 ;
“Offset online”	Offset of the Client’s CO <sub>2</sub> emissions from his home and travel (e.g. by car, plane, etc.), by making a financial contribution to a Project for the climate in a developing country to reduce CO <sub>2</sub> emissions by the equivalent of CO <sub>2</sub> emitted by the Client;
“GHG”	Greenhouse gases (including CO <sub>2</sub> ). CO <sub>2</sub> is the main greenhouse gas of human origin generated in particular during the combustion of fossil fuels (oil, coal) and biomass;
“Project”	A project to reduce or confine GHG recognized by the Gold Standard or any other internationally recognized standard (VCS, UNFCCC, etc.), in which the Client’s

	financial contribution is invested by Greentripper to meet his application or Offset online;
“GDPR”	General Data Protection Regulation n°2016/679 of 27 April 2016.

**Article 2. Scope of application**

These general terms and conditions shall apply to Offset online services offered by Greentripper.

The Offset online of his GHG emissions by the Client through the website entails acceptance of these general terms and conditions by the latter.

These terms and conditions of sale shall take precedence over all other general or particular terms and conditions not expressly agreed to by Greentripper. Greentripper reserves the right to amend the terms and conditions of sale at any time. In such a case, the applicable terms and conditions shall be those in force on the date of order by the Client.

**Article 3. Object and method of online sales**

The purchase procedure is as follows:

**(1)** The screen *“Calculate and compensate your CO<sub>2</sub> emissions”* enables the Client to calculate the quantity of GHG emissions of the activity he wishes to offset. The Client may change or delete the data he has recorded at all times by clicking on the “pencil” or “basket” pictograms next to the data he has recorded. The different data recorded by the Client concerning the carbon emissions relating to (I) the use of his car, (II) his travel by plane, (III) his travel by train, (IV) his travel by bus, (VI) his cruise, (VII) the occupation of his Accommodation(house)/hotel or (VIII) his travel with a Two Wheels are stored in the system’s memory and are added automatically. We must draw the Client’s attention to the need to check carefully the data he has recorded when he reaches the “Your order” page and to change or delete the data if necessary.

(2) The screen “*Order confirmation*,” entails the acceptance of these terms and conditions of sale, the recognition of being fully cognizant thereof, and a waiver of any right to apply his own terms and conditions of purchase or other conditions. All the data provided and the confirmation recorded shall constitute proof of the transaction. The confirmation shall constitute signature and acceptance of the operations carried out. Greentripper shall send a confirmation of the recorded order by e-mail. The confirmation of the order shall be an invoice in good and due form containing all the mandatory legal notices. An Offset certificate shall also be attached to the order confirmation e-mail.

(3) With the last click “*Buy*”, the Client is asked to proceed to pay for his order by credit card (Visa, American Express or Mastercard) or by “*Home banking*.” The order shall be considered effective only once payment has been approved by the Client’s financial institution. If the Client’s financial institution refuses to proceed with the payment of the order for any reason whatsoever, the order shall be automatically cancelled, the Client shall not be debited, and he shall be informed by an automatic e-mail that the order has been cancelled.

#### **Article 4. Cancellation or suspension of the order**

Greentripper reserves the right to suspend or to refuse to confirm the order if any of the following conditions occurs:

- The order is incomplete or incorrect;
- The data provided are incoherent or wrong;
- A previous order has not been paid;
- The Client’s financial institution refuses to authorize payment for the order.

#### **Article 5. Prices and additional charges**

The prices posted on the Greentripper website shall be in euros inclusive of all taxes (VAT and any other applicable taxes). Greentripper reserves the right to change its prices at all times.

Nevertheless, the prices applicable to the order shall be those in force at the time that the order is confirmed.

The prices indicated include the processing fees and are final. No additional charges shall be invoiced to the Client.

**Article 6. Right of withdrawal**

Pursuant to Article VI.47 of the Code of Economic Law, the Client, acting as a consumer, shall be entitled to inform the seller that he withdraws from the purchase, without penalty or indication of reason, within 14 working days as of the day after the date of delivery of the product or the conclusion of the service contract.

The Client shall notify Greentripper within this period of his intention to cancel the purchase by e-mail sent to [info@greentripper.org](mailto:info@greentripper.org) and shall provide his bank details.

Greentripper may under no circumstances be held liable for any reason whatsoever relating to the payment online and shall reimburse the Client the full amounts paid upon placing the order which is being cancelled by the Client, within thirty days following receipt of the cancellation request and/or receipt of the data necessary to proceed to the reimbursement.

**Article 7. Proof**

The computerized log stored in the Greentripper system shall constitute proof of communications, the content of the orders and, by extension, the contractual relationship between the Client and Greentripper.

**Article 8. Processing of complaints**

The Client may lodge a complaint by using the appended form (Annex 1) and send an e-mail to [info@greentripper.com](mailto:info@greentripper.com).

The Client's complaint shall be considered to have been sent only after acknowledgement of receipt by Greentripper.

**Article 9. Liabilities and guarantees**

Greentripper shall be bound by an obligation of means in the online sale process: It may not be held liable for damages resulting from the use of the Internet such as loss of data, hacking, virus, interruption of service or other problems beyond its control. The data on the site are for that matter given in good faith. The links to other partner websites are provided for information only. Greentripper may not be held liable for information stemming from those websites.

Greentripper shall focus its full attention on providing information that is as up-to-date, accurate, complete and correct as possible.

When using the online calculator, the consumption data shall be those provided by the Client and these cannot be checked or validated by Greentripper. The latter can therefore provide no guarantee as to the accuracy, validity or exhaustive nature of this information and the calculations of the carbon footprint using the online calculator.

It is recommended to call on a Greentripper expert, as and where necessary, and to entrust him with an analysis of your personal situation. Such an analysis will always be more precise than the results of the online calculator based on averages and limited information.

Greentripper may under no circumstances be held liable for damages and prejudice suffered because of information disseminated on its website, irrespective of its nature.

**Article 10. Data protection**

With respect to the processing of personal data, Greentripper shall comply with the GDPR and the Belgian legislation on privacy and data protection, in particular the Protection of Natural Persons with Regard to the Processing of Personal Data Act of 30 July 2018.

See Greentripper's Privacy Statement (available on [www.greentripper.org](http://www.greentripper.org)).

**Article 11. Donation**

Greentripper also proposes that the Client who so wishes can make a donation to support a Project for the climate or an association which acts in support of the climate. Greentripper acts as an intermediary in that capacity to facilitate the Client's donation and to guarantee that the association supported or the Project for the climate proposed is authentic and recognized.

When the client opts to make a donation to a Project for the climate or an association proposed on the website, not as part of any offset of its carbon emissions, Greentripper acts as an intermediary between the developer of the Project for the climate or the association and the Client. As such, Greentripper cannot provide a tax certificate to the Client and this donation will consequently not be tax deductible.

Greentripper undertakes to redistribute the donation to the Project for the climate or the association selected by the Client within 10 bank business days as of receipt of payment thereof. Greentripper reserves the right to deduct 5% maximum of the amount before payment for bank processing fees applied on average on international bank transfer orders.

**Article 12. Final provisions**

These general terms and conditions of Offset online shall be governed exclusively by Belgian law.

Any disputes that cannot be settled amicably, shall be referred exclusively to the Liège Business Court.

## ANNEX 1 – COMPLAINT FORM

<b><u>IDENTIFICATION</u></b>	
Surname:	Forename:
Address:	
Telephone number:	
E-mail address:	
File N° to which your complaint pertains:	
<b><u>SUBJECT AT ISSUE:</u></b>	
<p><i>indicate as precisely and completely as possible the reason for your complaint and specify the File n° at issue.</i></p>	
Date:	Signature: