



EARTHLI WEBSITE TERMS & CONDITIONS

Please read these terms and conditions prior to the use of this website.

Welcome to the website of Earthli Plant-Powered Superfoods Inc. ("Earthli"). Please review this agreement (the "Agreement"), which shall apply to the use of this webpage, as well as to the purchase of all products sold to you through this webpage. By using this webpage you represent that you have reviewed and understand the terms and conditions set out therein and that you agree, without limitation or qualification, to be bound by the terms and conditions of this Agreement.

As the terms of this Agreement may be modified at Earthli's sole discretion, without any obligation to notify you, we advise that from time to time you check this webpage to review the changes. Your continued use of this webpage shall constitute your consent to any changes.

1. Privacy Policy: The use of this webpage is subject to the Earthli Privacy Policy. By accessing this webpage, you agree that you have read and consent to be bound not only to this Agreement, but also to the Privacy Policy.

2. Use of this Website: You acknowledge and warrant that any information you may post, transmit or submit to this webpage does not: (i) infringe on your rights; (ii) infringe on a third party's rights, specifically but not limited to any intellectual property rights, or any other confidential or proprietary right; and (iii) constitute a criminal offence or give rise to civil liability. Additionally, you acknowledge and warrant that you will not knowingly post, transmit or submit any information that will cause damage to either the webpage or to any other user.

Your rights with regard to accessing this webpage may be terminated or restricted at any time at the sole discretion of Earthli. Earthli is not required to give you advance notice or explanation for the termination. This termination shall be in addition to any other rights that Earthli may choose to enforce.

3. Customer Account: You are responsible for maintaining the security of your customer account on this webpage. Should any charges or damages occur due to your not taking reasonable care of your customer account or password, you agree that you will be held solely responsible.

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6. Orders and Payment: When you submit an order on this webpage, your order shall be considered as an offer to Earthli. Earthli reserves the right to refuse your order at any time and for any reason, including but not limited to: (i) the availability of the products in your area (Earthli specifically reserves the right to revise or cease to make available any of its products at any time); and (ii) if the products are incorrectly described or priced on the webpage. In the event that your order is cancelled or refused, you shall receive an email confirmation stating same. Additionally, if your order is refused or cancelled following payment, Earthli will reimburse you for the full amount paid. Please note that all discounted items are final sale.

The third party credit card service provider must approve all purchases made through the use of a credit card.

You agree not to resell any products purchased under this Agreement, nor to transfer any of your rights hereunder without the prior written consent of Earthli.

7. Shipping: Earthli will ship based on the method you select from the available options. The estimated time of the arrival of your product should be considered as an estimate only, and Earthli will not be responsible for any damages due to delays in shipping.

Charges for shipping will be listed when you purchase the product from this webpage. You are responsible for all federal and provincial shipping related taxes, and you agree to comply with all export laws of Canada that apply to the products purchased or received under this Agreement.

Earthli uses a third party shipping service provider to ship its products. As such, Earthli will not be liable for any loss, damages (direct or indirect) or expense due to shipping. Title and risk of loss shall pass to you at the moment the product that you have purchased is transferred to the third party shipping service provider.

8. Return Policy: If any of our products do not meet your expectations, we want to know. As such, please email warren@earthli.ca, and please include your order number and a description of the reason for the return. We will gladly exchange or refund your purchase within thirty (30) days of receipt of the returned merchandise. Please note that refunds will only be issued to the same credit card that was used for the original purchase.

9. Disclaimer: TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW, USE OF THIS WEBPAGE IS AT YOUR OWN RISK, AND EARTHLI HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES (EXPRESS, IMPLIED OR STATUTORY) WITH REGARDS TO THE WEBPAGE AND YOUR PURCHASE OF ANY PRODUCTS HEREUNDER. THIS WEBPAGE IS PROVIDED "AS IS", AND MAY CONTAIN ERRORS, INACCURACIES, VIRUSES OR BUGS, AND THIS WEBPAGE MAY NOT BE UP TO DATE, AND THEREFORE IS NOT TO BE RELIED UPON. SPECIFICALLY, EARTHLI DOES NOT WARRANT THAT THE PRODUCT DESCRIPTION OR PRICING IS ACCURATE. THIS EXCLUSION APPLIES TO, BUT IS NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. SHOULD YOU CHOOSE TO DOWNLOAD ANY CONTENT FROM THIS WEBPAGE, YOU DO SO AT YOUR OWN RISK.



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10. Limitation of Liability: YOU HEREBY WAIVE ALL REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, ARISING FROM LAW OR OTHERWISE. IN NO EVENT SHALL EARTHLI, ITS OFFICERS, REPRESENTATIVES OR EMPLOYEES BE LIABLE TO YOU FOR ANY DAMAGES, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO direct, indirect, special, consequential, incidental, punitive or otherwise. EARTHLI, ITS OFFICERS, REPRESENTATIVES AND EMPLOYEES SHALL NOT BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION, ANY COMPUTER RELATED DAMAGE OR LOSS OF DATA. EARTHLI HEREBY EXCLUDES ALL LIABILITY WITH RESPECT TO THE TRANSMISSION OF VIRUSES OR BUGS. This ENTIRE limitation shall apply even if EARTHLI, ITS OFFICERS, REPRESENTATIVES OR EMPLOYEES WERE informed of the possible occurrence of the abovementioned damages. EARTHLI'S MAXIMUM LIABILITY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE PURCHASER FOR THE PRODUCT. This limitation is an essential element of the agreement between Earthli and you.

11. Indemnification: You agree to indemnify, defend and hold harmless (including reasonable legal fees) Earthli, its officers, directors, employees or agents from any action arising from your misuse of this website or the breach of any of the provisions of this Agreement.

12. Miscellaneous: This webpage, any use of this webpage and any dispute relating thereto to or to the products purchased therein shall be governed and construed by the laws applicable to the Province of Quebec, without regard to conflict of law rules. Both Earthli and you agree to the exclusive jurisdiction of the Province of Quebec.

This Agreement and the Privacy Policy shall constitute the entire agreement between the parties and there are no other written or verbal agreements or representations relating to the subject matters described herein.

Should any provision of this Terms of Use be deemed invalid or unenforceable, those provisions shall be severed from the Agreement, but shall not effect the validity of the other provisions.

EARTHLI'S RETURN POLICY

We will gladly return or exchange unused items within 30 days with the original receipt. All refunds will be processed using the same method of payment as the original purchase.

HOW DO I RETURN SOMETHING?

In store purchases

Purchased something at one of the retailers who carries Earthli and wish to return it? For items purchased from individual retailers, see their store return policy.

Online purchases

Purchased something online and wish to return it? For items purchased online within the last 30 days that you wish to return or exchange, simply email warren@earthli.ca. Please make sure to include your order number, and list the items you wish to return, and we'll reply with instructions on what to do next.

Please note that we are unable to refund your original shipping charges, if applicable, unless the return was a result of our error. Please allow at least three weeks for your return to be processed; you will receive an email confirmation once your return has been processed. Note that your financial institution may take longer to reflect the transaction.

Please note that we currently do not accept online purchases to be returned at any of the retail locations who carry our product. Additionally, we do not accept in store purchases to be returned to our online store.

WHAT SHOULD I DO IF MY ORDER IS WRONG, DAMAGED OR INCOMPLETE?

If there is a problem with your order, please email warren@earthli.ca.

SHIPPING INFORMATION

Standard shipping

We offer free standard shipping within Canada.

Shipping outside of Canada

We do not currently ship internationally.

Delivery times

Please allow at least 2 business days for your order to be processed.

Note: We do not process orders on Canadian statutory holidays or Quebec provincial holidays, so that our employees can spend time with their families.

How do I change or cancel my order?

Once your order is placed, it cannot be modified or cancelled.

What do I do if the order I received is wrong/damaged?

If there is a problem with your order, please email warren@earthli.ca.