

Terms of Use

Welcome to the Terms of Use of The Green's Dairy, a service of SMHS Enterprises Pvt Ltd. By using The Green's Dairy services(buying Milk or any other products listed through ordering a sample or subscription or browsing this Site or using The Green's Dairy App) , you agree to be bound by the following terms and conditions of use (collectively, the "Terms of Use"). If you do not agree to any of these terms, do not use this Site or The Green's Dairy Mobile App or The Green's Dairy services. The term "The Green's Dairy" or "we" or "us" refers to the owner of the brand, SMHS Enterprises Pvt Ltd. The term "you" refers to the user or viewer of our Site or The Green's Dairy App or any of its Services.

Section 1: Changes to the Terms of Use:

The Green's Dairy reserves the right to change any of the terms and conditions contained in these Terms of Use or any of its policies or guidelines governing the Site or The Green's Dairy mobile app or its Services at any time and in its sole discretion, without any notice to you.

Any changes will be effective upon posting on the Site. You are responsible for reviewing any applicable changes. Your continued usage of our Site or The Green's Dairy mobile app following the posting of changes will imply your acceptance to these changes in the Terms of Use.

Section 2: Age Limit

Our Site, The Green's Dairy mobile app and Services may only be used by persons who are at least 18 years of age, who can form legally binding contracts under applicable law. Minors, who are under the age of 18, may use this Site or The Green's Dairy mobile app only under the guidance and supervision of a parent or a legal guardian. In this case, the adult is the user and is responsible for all activities.

Section 3: Your Warranties About Use

You warrant to us that you will not purchase any products from us which may be harmful to you based on your allergies(including, without limitations, allergies to milk) and/or other medical conditions. You warrant to us that you will investigate thoroughly whether the product and/or its ingredients will be safe and suitable for you, before purchasing it.

Section 4: Password

The Green's Dairy may assign a password and username to enable you to use and access certain portions and features of this Site or The Green's Dairy mobile app. You are fully and solely responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality and/or to restrict access to your computer. You will be solely responsible for activities by anyone using the account or password assigned to you, including without limitation, all communications and transmissions and all financial obligations incurred through the use of our Site or The Green's Dairy mobile app.

You agree to immediately notify The Green's Dairy of any unauthorized use of your password and/or account identification/username or any breach of security. You also agree that The Green's Dairy cannot and will not be liable for any loss or damage arising from your failure to keep your password secure.

Section 5: Pricing

The prices of products mentioned at the time of ordering will be the prices charged on the date of the delivery. Although prices of most of the products do not fluctuate on a daily basis but some of the product prices do change on a daily basis. In case the prices are higher or lower on the date of delivery no additional charges will be collected or refunded as the case may be at the time of the delivery of the order.

Section 6: Cancellations

Please see FAQ, for pausing subscription due to your unavailability to receive the product at your address. If you would like to end (in other words, cancel) your subscription, you can do so anytime through your online account or The Green's Dairy mobile app. In such a case the amount corresponding to the paused dates will be refunded to you through net banking. If we suspect any fraudulent transaction by any customer or any transaction which defines the Terms of Use of using the website or The Green's Dairy mobile app, we at our sole discretion could cancel such orders. We will maintain a negative list of all fraudulent transactions and customers and will deny access to them or cancel any orders placed by them.

Section 7: Delivery

You agree that in the event that a no-delivery occurs on account of a mistake made by you,(i.e, wrong name or address or any other wrong information or unavailability at your address) any extra cost incurred by The Green's Dairy for redelivery shall be paid by you.

Section 8: Personal Information provided by you

By using our services, you agree to provide authentic and true information in all instances where such information is requested of you. The Green's Dairy reserves the right to confirm and validate the information and other details provided by you at any point of time. If upon confirmation your details are found not to be true (wholly or partly), it has the right in its sole discretion to reject the registration and debar you from using the Services without prior intimation whatsoever.

Section 9: Colors of product images

We have made every effort to display the colors of our products that appear on the Website as accurately as possible. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

Section 10: Security

To protect your personal information, we take reasonable precautions and follow best practices in the industry to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card/debit card information, the information is encrypted using secure socket layer technology (SSL).

Section 11: Site access

Subject to the terms and conditions of these Terms of Use, The Green's Dairy hereby grants you a limited, revocable, non-transferable and non-exclusive license to access and use the Site or The Green's Dairy mobile App only for the purpose of browsing content, shopping for products and uploading reviews. Users may not use the Site for any commercial use or use on behalf of any third party.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or The Green's Dairy mobile App or any portion of it by any means, unless expressly permitted by The Green's Dairy.

You may not use the Site or The Green's Dairy mobile App or any materials obtained from the Site or The Green's Dairy mobile App to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, lease, license, rental, subscription, or any other commercial distribution mechanism. You also may not "mirror" or "frame" any material contained on the Site or on The Green's Dairy mobile App on any other server.

You may not use any manual or automated software, devices, or other processes to "crawl" or "spider" any web pages contained in the Site or The Green's Dairy mobile App. You may not monitor or copy, or allow others to monitor or copy, our web pages or The Green's Dairy mobile App or the content included herein. Furthermore, you agree not to take any action that interferes with the proper working of or places an unreasonable load on our infrastructure, including but not limited to unsolicited communications, attempts to gain unauthorized access, or transmission or activation of computer viruses.

You shall not upload to, distribute, or otherwise publish on our Site or The Green's Dairy mobile App, any content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person or organization, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant The Green's Dairy all of the license rights granted herein; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, or could give rise to any civil or criminal liability under Pakistan or international law; (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties, (d) advertises or solicits business, or (e) impersonates another person.

Any breach of these Terms of Use may result in the immediate revocation of the license granted above, without notice to you, and legal action shall be taken on you.

Section 12: Termination

You agree that we may, without cause, immediately terminate your account and access to our Site or The Green's Dairy mobile App and Services without prior notice. Without limiting the foregoing, the following may lead to the termination by The Green's Dairy of a user's use of the Site, The Green's Dairy mobile App and the Services: (a) breaches or violations of the Terms of Use or other incorporated documents, policies or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), and (d) unexpected technical issues or problems.

Termination of your The Green's Dairy account includes (without liability to The Green's Dairy): (i) removal of access to all offerings within the Site, The Green's Dairy mobile App and the Services, (ii) possible barring you from further use of our Site, The Green's Dairy mobile App and Services, and (iii) revoking all password(s) and usernames issued to or chosen by you.

Furthermore, you agree that all terminations shall be made in our sole discretion and that we shall not be liable to you nor to any third-party for any termination of your account or access to our Site, The Green's Dairy mobile App and Services. Any termination of access or of the Terms of Use shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

Section 13: Intellectual Property

The Green's Dairy logo, graphics, designs, page headers, button icons, scripts, and service names are registered trademarks, trademarks or trade dress of SMHS Enterprises Pvt Ltd in Pakistan and/or other countries. The Green's Dairy trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

Users shall not use our graphics, logos, content, appearance, design, functionality and any other aspects of the Site, The Green's Dairy mobile App and the Services in any manner that could cause confusion or could disparage or The Green's Dairy.

Other than user uploaded content, all content included on the Site, such as text, logos, button icons, audio clips, digital downloads, data compilations, and software, is the property of The Green's Dairy or its content suppliers and is protected by copyright laws. The compilation of all content on the Site, The Green's Dairy mobile App is the exclusive property of The Green's Dairy and protected by Pakistan and international copyright laws.

Section 14: Return Policy

Returns of the dairy product are not allowed and not possible.

Section 16: Disclaimer, No Warranty and Limitation of Liability

The Site, The Green's Dairy app, the Services and the products purchased by you are provided on an "as is" basis. The Green's Dairy makes no other representations or warranties of any kind, express, implied or statutory. The Green's Dairy, and its subsidiaries, affiliates, officers, directors, employees, shareholders, agents, merchants and suppliers specifically disclaim any implied warranties of title, merchantability, performance, fitness for a particular purpose and non-infringement.

In addition, no advice or information (oral or written) obtained by you from The Green's Dairy shall create any warranty. IN ADDITION, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, The

Green's Dairy AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND AGENTS SPECIFICALLY DISCLAIM ALL LIABILITY RESULTING FROM PERSONAL INJURY AND/OR DEATH RESULTING FROM, OR ARISING OUT OF, YOUR USE OR CONSUMPTION OF PRODUCTS OBTAINED THROUGH THE SITE OR THE GREEN'S DAIRY MOBILE APP OR IN CONNECTION WITH THE SERVICES.

Such disclaimer shall include, without limitation, mislabeling of products and/or ingredients. Without limiting the foregoing, we do not guarantee continuous, uninterrupted access to the Site, The Green's Dairy mobile app or the Services, and operation of the Site or The Green's Dairy mobile app may be interfered with by numerous factors outside our control.

Section 17: Limitation of Liability

IN NO EVENT SHALL The Green's Dairy, AND (AS APPLICABLE) The Green's Dairy SUBSIDIARIES OFFICERS, DIRECTORS, EMPLOYEES OR The Green's Dairy SUPPLIERS OR SELLERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, OR ANY OTHER DAMAGES OF ANY KIND, WHETHER IN AN ACTION IN CONTRACT OR NEGLIGENCE, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE, THE SITE, THE GREEN'S DAIRYMOBILE APP OR THE SERVICES, ANY THIRD PARTY SITE, OR AS A RESULT OF THE APPLICATION AND/OR ENFORCEMENT OF THE TERMS OF USE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

The Green's Dairy LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF The Green's Dairy SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OR SELLERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT PAID TO The Green's Dairy FOR THE PRODUCT GIVING RISE TO THE CAUSE OF ACTION, AND (B) SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Section 18: Indemnity

You agree to indemnify and hold The Green's Dairy and (as applicable) its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any party due to or arising out of your breach of the Terms of Use (and any documents they incorporate by reference), your own use of the Site, The Green's Dairy Mobile App or the Services, or your violation of any law or the rights of a third party.

Section 19: Governing Law and Jurisdiction

This Terms of Use shall be construed in accordance with the applicable laws of Pakistan. The Courts at Rawalpindi/Islamabad shall have exclusive jurisdiction in any proceedings arising out of this agreement. Any dispute or difference either in interpretation or otherwise, of any terms of this User Agreement between the parties hereto, the same shall be referred to as an independent arbitrator who will be appointed by SMHS Enterprises Pvt Ltd and his decision shall be final and binding on the parties hereto. The above arbitration shall be in accordance with the law as amended from time to time. The arbitration shall be held in Rawalpindi/Islamabad. The High Court of judicature at Rawalpindi/Islamabad shall have the jurisdiction and the Laws of Pakistan shall apply.

Section 20: Copyright Complaints

We respect the intellectual property rights of others, and we prohibit users from uploading, posting or otherwise transmitting on our Site, The Green's Dairy Mobile App or in connection with the Services any materials that violate another party's intellectual property rights. When we receive proper Notification of Alleged Copyright Infringement, we promptly remove or disable access to the allegedly infringing material and terminate the accounts of repeat infringers as described herein in accordance with the law.

If you believe that any content on the Site or The Green's Dairy App may give rise to copyright infringement, please provide The Green's Dairy with the written information specified below.

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest. A description of the copyrighted work that you claim has been infringed upon; A description of where the material that you claim is infringing is located on the site, including the product name, if applicable;

Your address, telephone number, and e-mail address; A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Please send notices to info@thegreensdairy.com.

Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, members who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether there is any repeat infringement.

Section 21: Resolution of Disputes and Release

In the event a dispute arises between you and The Green's Dairy, please contact us at info@thegreensdairy.com.

Should you have a dispute with one or more users, or an outside party, you release The Green's Dairy (and The Green's Dairy officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

The Green's Dairy, for the benefit of users, may try to help users resolve disputes. We do so in our sole discretion, and we have no obligation to resolve disputes between users or between users and outside parties. To the extent that we attempt to resolve a dispute, we will do so in good faith based solely on our policies. We will not make judgments regarding legal issues or claims.

Section 22: Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from these Terms of Use and the remainder of the Terms of Use shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event these Terms of Use shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

Section 23: Notices

All notices to users (including Sellers and Buyers) will be sent by e-mail or SMS or will be posted on the Site or on The Green's Dairy Mobile App. We will send notices to users at the e-mail address maintained in The Green's Dairy records for the user, which the Buyers can update by logging into their account and editing their information. E-mail notices are deemed written notices for all purposes for which written notices may be required. E-mail notices are deemed received the Business Day after transmission if properly addressed to the intended recipient.

Section 24: Contact Information

If you have any question, you can contact The Green's Dairy at info@thegreensdairy.com