



Certification Terms & Conditions

The following Certification Terms & Conditions apply to you as the owner or authorized representative of a hotel, motel, resort, or other lodging facility designated by you (the "Hotel") that applies for, participates in, or holds certification under Green Key Global's ("GKG") Green Key Eco-Rating Program (the "Certification Program").

Participation in the Program does not, by itself, constitute certification. Certification is granted only after the Applicant has completed the required assessment process, submitted required documentation and evidence, completed any required audit or verification activity, and received a written certification decision from the Certification Body. Any preliminary rating, self-assessment score, portal result, or other pre-certification indication is for internal program administration only and may not be represented publicly as certification unless and until the Certification Body issues a valid certification.

The Certification Program shall be administered using transparent, fair, and non-discriminatory terms. Subject to eligibility requirements, payment of applicable fees, cooperation with assessment and audit requirements, and compliance with these Terms & Conditions and the Certification Criteria, access to the Certification Program shall be made available to eligible establishments on materially equivalent terms.

Green Key Global may update these Terms & Conditions, Certification Criteria, fees, audit requirements, claim-use rules, or related Certification Program policies from time to time. Green Key Global will identify the effective date of material changes and will provide reasonable notice of material changes that affect eligibility, assessment requirements, certification criteria, fees, audit obligations, certification status, or claim-use rights. Green Key Global may make administrative, clarifying, legal, or operational updates without advance notice where such updates do not materially reduce rights or increase obligations. Transition rules may apply to Applicants, Certified Members, or Certificate Holders already in an active application, audit, corrective action, or certification period.

Green Key Global shall maintain a process for periodic review of the Certification Criteria and material Certification Program requirements, which may include consultation with relevant experts, industry stakeholders, technical advisors, participating properties, audit representatives, or other interested parties. Green Key Global shall consider relevant feedback, legal developments, market practice, audit findings, complaints, and Program performance when reviewing or updating the Certification Criteria and related Certification Program requirements.

Definitions

"Applicant" means a hotel, lodging facility, or other eligible establishment that has applied to participate in the Certification Program but has not yet been certified.

"Certified Member" means an establishment that has been assessed, approved, and issued a valid Green Key Global certification. A Certified Member may also be referred to in these Terms & Conditions as a "Certificate Holder."

“Certificate Holder” means a Certified Member that holds a current and valid Green Key Global certification for the property, scope, rating level, and certification period stated in the certificate or written certification decision.

“Certification Body” means the Green Key Global function responsible for independent certification decisions, and having sole authority to grant, maintain, renew, suspend, withdraw, revoke, restore, refuse, or modify certification.

“Audit Body” means an independent third-party firm authorized by the Certification Body to conduct audits, verification activities, surveillance, monitoring, and related assessment activities on behalf of the Certification Body.

“Control Union” means the third-party audit firm engaged to conduct audits on behalf of Green Key Global’s Certification Body, together with any successor or additional audit body authorized by the Certification Body.

“Certification Criteria” means the published Green Key Global Eco-Rating criteria, requirements, scoring methodology, and evidence requirements applicable to the relevant property type, jurisdiction, and certification period.

1. Certification Process. The Applicant agrees to participate in the Certification Program for the Hotel in accordance with these Terms & Conditions, the Certification Criteria, and applicable Certification Program policies.

1.1 Application, Self-Assessment and Preliminary Rating. The self-assessment is housed on the Certification Program website. The Applicant shall provide complete and correct Hotel contact information and shall truthfully answer all self-assessment questions. The website will calculate and provide a preliminary Green Key rating for the Hotel. This preliminary rating may be accompanied by a scorecard documenting areas of success and areas for improvement.

The Applicant may update and retake the online self-assessment once a preliminary rating has been received. When the assessment is resubmitted, the application will move to a pre-audit check to confirm that the assessment is complete and accompanied by requested documentation. The Applicant shall provide complete, accurate, and current information and supporting evidence in connection with any application, self-assessment, audit, surveillance activity, corrective action, complaint, appeal, or certification review.

After the pre-audit check, the Applicant shall submit and pay the applicable audit fee to enter the queue for either an online or in-person audit. At that time, the assessment will be locked. Green Key Global will use commercially reasonable efforts to commence the audit process within approximately ninety (90) days following receipt of the audit request and applicable fees. Applicants will be given at least one week’s notice of any on-site inspection, unless a shorter notice period is agreed or required by the Certification Body.

1.2 Independent Audit & Certification Decision. The Audit Body’s role is to assess conformity with the Certification Criteria, review evidence, conduct audits or surveillance activities, record findings, and report results to the Certification Body. The Audit Body and its auditors shall act impartially, maintain appropriate competence, avoid conflicts of interest, and comply with applicable confidentiality obligations. The Applicant, Certified Member, or Certificate Holder shall promptly disclose any actual or potential conflict of interest involving an auditor, Audit Body representative, or certification reviewer.

Audit activities and certification decision-making are independent functions. Audit findings inform, but do not determine, certification decisions. The Audit Body does not make the final certification decision. Certification decisions are made by the Certification Body based on the applicable Certification Criteria,

the Applicant's self-assessment, supporting documentation, audit findings, corrective action evidence where applicable, and other relevant Certification Program information. The Certification Body may grant certification, grant certification subject to conditions, defer certification pending corrective action, refuse certification, maintain certification, suspend certification, withdraw certification, revoke certification, reduce scope, restore certification, or decline renewal where the requirements of the Certification Program are not met.

1.3 Audit Scheduling, Rescheduling and Cancellation. Once an audit has been scheduled, the Applicant shall cooperate with the Green Key Global's authorized Audit Body to complete the audit within the required timelines. Requests to reschedule or cancel a confirmed Virtual Audit must be made at least three (3) business days in advance, and requests to reschedule or cancel a confirmed On-Site Audit must be made at least twenty (20) business days in advance. Failure to provide the required notice, or failure to attend a scheduled audit without prior notice, may result in rescheduling fees and reimbursement of any non-refundable travel or accommodation expenses incurred by the Audit Body. Unless otherwise approved by the Certification Body, all mandatory audits must be completed within six (6) months of the Applicant's audit request. Where this timeframe is exceeded due to delays attributable to the Applicant, Green Key Global may require payment of a new or additional audit fee and/or require the Applicant to complete and submit a new self-assessment before the audit is rescheduled.

1.4 Certification Award, Rating and Property Report. Once the certification decision has been made, the decision shall be communicated to the Applicant. Successful Applicants will receive a Green Key Global certificate and rating out of five Keys. A downloadable certificate will be made available through the Green Key Global website or other designated platform.

Certification is valid only for the property, scope, rating level, and certification period stated in the certificate. Certification is not transferable to another property, legal entity, owner, brand, management company, or operating model without prior written confirmation from the Certification Body. Certification remains valid for a period of three (3) years. When the Certified Member or Certificate Holder renews their annual GKG membership, the Hotel will be provided with a new certificate for the corresponding year.

At the end of each certification period, the Certificate Holder must successfully complete Green Key Global's applicable recertification process in order to maintain certification. As part of the recertification process, the Certificate Holder shall complete a new self-assessment, provide any required supporting documentation or evidence, complete any required audit or verification activities, address any corrective actions identified by the Certification Body, and pay all applicable fees. The self-assessment and Certification Criteria applicable at the time of recertification may differ from those used during the previous certification period, and the Certificate Holder shall comply with the current requirements in effect at the time of recertification.

Successful Applicants may also receive a Property Performance Report specific to the Hotel. The Property Performance Report may identify the Hotel's accomplishments and recommendations for future improvement.

1.5 Ongoing Compliance and Certification Status. A Certified Member or Certificate Holder must maintain conformity with the Certification Criteria, these Terms & Conditions, applicable brand and claims-use requirements, and any conditions of certification throughout the certification period. The Certified Member or Certificate Holder must cooperate with reasonable audit, verification, surveillance, monitoring, corrective action, complaint, appeal, and certification-review activities, and must provide requested information and supporting evidence within the timelines specified by the Certification Body or its authorized Audit Body.

The Certified Member or Certificate Holder shall ensure that all information, records, documentation, evidence, and representations submitted in connection with the Certification Program are complete, accurate, current, and truthful. The submission of false, misleading, incomplete, altered, or fraudulent information or supporting documentation, or the intentional misrepresentation of certification status or compliance, may result in refusal of certification, corrective action, suspension, withdrawal, revocation, non-renewal, scope reduction, or other certification-status action in accordance with Green

Key Global's Certification Compliance, Suspension & Revocation Policy and applicable certification procedures.

The Certified Member or Certificate Holder must retain records sufficient to demonstrate conformity with the Certification Criteria and these Terms & Conditions for the full certification period and for at least three years after expiry, withdrawal, revocation, or non-renewal, unless a longer period is required by law or specified by the Certification Body.

Non-conformity with the Certification Criteria, these Terms & Conditions, certification conditions, audit or surveillance requirements, fee obligations, or claims-use requirements may result in corrective action, suspension, withdrawal, revocation, expiry, non-renewal, scope reduction, or other certification-status action in accordance with Green Key Global's Certification Compliance, Suspension & Revocation Policy and applicable certification procedures.

During any period of suspension, withdrawal, revocation, expiry, or non-renewal, the Certified Member or Certificate Holder must not represent that the Hotel is actively certified and must immediately stop using Green Key Global certification marks, ratings, certificates, logos, and related sustainability claims unless expressly authorized in writing by the Certification Body.

1.6 Use of Green Key Global Name, Rating, Certificate, Logos and Claims. A Certified Member or Certificate Holder may use the Green Key Global name, rating, certificate, logo, and related sustainability claims only while certification is current and valid and only in accordance with the applicable certificate, certification scope, rating level, brand guidelines, claim-use rules, these Terms & Conditions, and applicable Certification Program policies.

All claims must be accurate, current, property-specific, scope-specific, and not misleading. No Applicant, Certified Member, or Certificate Holder may state or imply that a Hotel is certified, approved, endorsed, sustainable, environmentally superior, or compliant with any law or directive beyond the scope of the certification granted by the Certification Body.

The Certified Member or Certificate Holder shall identify the Certification Program by its full name at least once in each marketing piece that mentions Green Key Global. Otherwise, the Certification Program may be referred to as "Green Key" or the "Green Key Program," provided the reference is accurate and not misleading.

Upon certification, the Certified Member or Certificate Holder may be provided with Green Key Global logo files indicating the rating achieved by the Hotel. Logos may be used on the Hotel website, guest room directory, in-room signage, in-room video channel, advertisements, front desk or lobby materials, or other standard marketing materials, subject to the applicable brand guidelines and claim-use rules.

Logos must be used solely to promote the certification status and assigned rating of the Hotel owned or represented by the Certified Member or Certificate Holder. The Certified Member or Certificate Holder shall not forward logo files to any other person, other than web or advertising designers retained to prepare materials for the Certified Member or Certificate Holder, without prior written permission from GKG.

Logos on a website must comply with applicable Green Key Global brand guidelines. Logos must not be changed, distorted, altered, or used in any manner that is inaccurate, outdated, incomplete, misleading, outside the certification scope, inconsistent with current certification status, or otherwise non-compliant with these Terms & Conditions or applicable Certification Program policies.

The Certified Member or Certificate Holder shall promptly update or remove any consumer-facing claim, website display, booking-platform display, marketing material, signage, certificate, or other communication that is inaccurate, outdated, incomplete, misleading, outside the certification scope, inconsistent with current certification status, or otherwise non-compliant with these Terms & Conditions. The Certification Body may require corrective action, notice to third parties, platform updates, suspension, withdrawal, revocation, or other remedial action for non-compliant claims.

Where a Certified Member or Certificate Holder authorizes or causes certification status, rating level, logo, or related claims to be displayed on a booking platform, travel platform, marketing channel, or

third-party website, the Certified Member or Certificate Holder shall ensure that the displayed information is accurate, current, and consistent with the certification status confirmed by the Certification Body. The Certified Member or Certificate Holder shall promptly notify relevant third parties of any suspension, withdrawal, revocation, expiry, rating change, scope change, or other update affecting certification status and shall take reasonable steps to correct or remove outdated or misleading displays.

Complete branding guidelines are available to Certified Members and Certificate Holders through the Green Key Global website or by contacting the Certification Program administrators. The Certified Member or Certificate Holder shall comply with the branding guidelines with respect to logo size, placement, colours, textual references, online references, and related requirements.

- 2. Intellectual Property.** As between Certified Members and GKG, all Certification Program research, website, design, materials (online and otherwise), certificate, logos, trademarks, and all related intellectual property are and shall remain the property of GKG.
- 3. Confidentiality.** Green Key Global shall maintain the confidentiality of information obtained from Applicants, Certified Members, and Certificate Holders during the application, assessment, audit, surveillance, certification, and renewal processes, except where disclosure is:
 - a) required to administer or operate the Certification Program;
 - b) necessary to conduct audits, verification activities, accreditation assessments, or oversight by authorized third parties;
 - c) required by law, regulation, court order, or other legal process;
 - d) authorized in writing by the Applicant, Certified Member, or Certificate Holder; or
 - e) necessary to investigate complaints, appeals, suspected fraud, or misuse of certification.

Green Key Global may use anonymized and aggregated data for benchmarking, statistical reporting, research, and the improvement of the Certification Program, provided that no individual Applicant, Certified Member, Certificate Holder, or property is identified without prior consent.

- 4. Certification Fees.** The Applicant shall pay all applicable initial registration fees through the Green Key Global website or by any payment method accepted by Green Key Global, including major credit card, cheque, electronic funds transfer (EFT), Automated Clearing House (ACH) transfer, or other approved electronic payment methods. Annual renewal fees will be invoiced to the Certificate Holder and may be paid using any payment method accepted by Green Key Global at the time of payment, including credit card, cheque, EFT, ACH transfer, or other approved electronic payment methods. Green Key Global reserves the right to revise fees upon reasonable advance notice.

Unless otherwise expressly agreed in writing by Green Key Global, all application fees, membership fees, certification fees, audit fees, and any other fees paid in connection with the Certification Program are non-refundable. Fees will not be refunded where an Applicant withdraws its application, fails to achieve certification, elects not to proceed with the certification process, allows certification to expire, or where certification is refused, suspended, withdrawn, revoked, or terminated. Green Key Global may, at its sole discretion, approve a refund or credit in exceptional circumstances.

5. Liabilities.

- 5.1** The Certified Member hereby indemnifies and defends GKG and its employees, agents and affiliates from any and all liabilities, claims, losses and damages, including legal fees, relating to the business or operations of the Certified Member.
- 5.2** GKG shall not be liable for any consequential or indirect damages in connection with the Certification Program. In addition, GKG's total liability in connection with the Certification Program in any year shall

in no event exceed an amount equal to the Certification Fee paid to GKG by the Certified Member hereunder for that year.

5.3 Force Majeure. Neither Green Key Global nor the Applicant, Certified Member, or Certificate Holder shall be liable for any delay or failure to perform its obligations under these Terms & Conditions where such delay or failure results from events beyond its reasonable control, including but not limited to natural disasters, fire, flood, pandemic, epidemic, public health emergency, war, terrorism, civil unrest, labour disputes, government action, changes in applicable law, utility or telecommunications failures, cyber incidents, or failures of third-party service providers. The affected party shall use commercially reasonable efforts to mitigate the impact of the event and resume performance as soon as reasonably practicable.

6. Term and Termination.

6.1 Term. Once a Certificate has been awarded, a Certified Member shall be entitled to certification in the Certification Program for the Hotel for a three-year period.

6.2 Termination by Certificate Holder. The Certificate Holder may terminate this Agreement at any time as it relates to the Hotel, by providing (30) days written notice of termination. The annual certification fee will not be returned in whole or in part upon termination of this Agreement by the Certified Member.

6.3 Termination by GKG. GKG may terminate the Certification and this Agreement as it relates to the Hotel, by providing (30) days written notice of termination, if the Certified Member fails to comply with these Terms & Conditions, the Certification Criteria, Certification Compliance, Suspension & Revocation Policy, or other applicable Certification Program requirements.

6.4 Termination upon Third Party Claim. If the Certified Member receives notice of any third-party claim of trademark or copyright infringement or other similar litigation regarding GKG or the Program, the Certified Member must give notice to GKG of such action within five (5) days after receipt of such notice. GKG, at its sole option, upon the occurrence of any such claim, may, but is not required to, terminate the Certification and this Agreement. Whether or not the Certification is terminated, GKG retains the right to control the defense of each such claim.

6.5 Responsibilities upon Termination. Upon termination of the Certified Member's membership in the Certification Program, GKG will remove the Hotel from all Certification Program related distribution lists, remove the Hotel's listing from the GKG website, remove the Hotel's listing and/or rating from any listing affiliates, and will disable the Certified Member's username and password, and the Certified Member shall, within ten (10) days of the termination date:

- a) remove all references to the Certification Program from its website or the website of any affiliated company, in-room directory, in-room signage, on-site signage, video channels, general signage, advertisements, business cards, promotional literature, and otherwise, as to the Hotel (including removal of the plaque issued to the Hotel either by returning it to GKG or by destroying it);
- b) remove all references to the Certification Program as it relates to the Hotel from any listings in which it participates, such as provincial/municipal accommodation guides, car rental sites, etc.; and
- c) Immediately stop referring to the Hotel as being a participant in the Certification Program and stop using any item referred to above in Section 2.

7. Complaints and Appeals. Certification-related complaints and appeals, including appeals of refusal, suspension, withdrawal, revocation, non-renewal, scope change, audit findings, or claims-use decisions, will be handled under Green Key Global's published complaints and appeals procedures, the Certification Compliance, Suspension & Revocation Policy, or other

applicable certification procedures. Unless the Certification Body determines otherwise, the decision under appeal remains in effect while the appeal is pending.

- 8. Severability.** The provisions of these Terms & Conditions are severable and the invalidity of any provision shall not affect the validity of any other provision.
- 9. Governing Law.** These Terms & Conditions shall be governed and construed in accordance with the laws of Ontario regardless of any application of principles regarding conflicts of laws.
- 10. Jurisdiction.** The Applicant, Certified Member, or Certificate Holder hereby irrevocably consents to the exclusive jurisdiction of the courts of Ontario and agrees not to bring any action in connection with the Certification Program in any other jurisdiction.
- 11. Binding Effect.** These Terms & Conditions shall be binding upon and inure to the benefit of the parties as well as their respective successors and permitted assigns.
- 12. Assignment.** Participation in the Certification Program, certification status, and related benefits are not assignable. The Applicant, Certified Member, or Certificate Holder agrees that participation, certification status, and related benefits may be used only for the identified Hotel unless otherwise approved in writing by the Certification Body.