

GENERAL TERMS AND CONDITIONS

Article 1 - Applicability

1. These general terms and conditions apply to every offer made by Spinoza Company B.V. (hereafter "Spinoza"), Singel 512, 5e verdieping, (1017 AX) Amsterdam, registered at the Dutch chamber of commerce under number 80912265 and to every agreement / distance contract that has been realized between Spinoza and a customer (as consumer). The appendices (including, inter alia, the Customer Acknowledgments) are an integral part of these general terms and conditions. Please carefully read these general terms and conditions.
2. Prior to the conclusion of a distance contract (koop op afstand), the text of these general terms and conditions will be made available to our customer.
3. If the distance contract is concluded electronically, then, contrary to the previous paragraph, and before the distance contract is concluded, the customer will be provided with the text of these general terms and conditions electronically, in such a way that the customer can easily store them on a durable data carrier.

Article 2 - The offer

1. If an offer is subject to a limited period of validity or is made subject to conditions, this will be explicitly mentioned in the offer.
2. An offer contains a complete and accurate description of the products, digital content and/or services being offered. Spinoza is not bound by obvious errors or mistakes in the offer.

Article 3 - The contract

1. The contract will be concluded when the customer accepts the offer and the conditions thereby stipulated have been fulfilled.
2. If the customer has accepted the offer electronically, Spinoza will immediately confirm receipt of acceptance of the offer electronically. The customer can dissolve the contract as long as this acceptance has not been confirmed by Spinoza.
3. Spinoza may obtain information – within statutory frameworks – about the customer's ability to fulfill his payment obligations, as well as about facts and factors that are important for the responsible conclusion of the distance contract. If that research gives Spinoza proper grounds for declining to conclude the contract, then he has a right, supported by reasons, to reject an order or application or to bind its implementation to special conditions.

Article 4 - Precluding the right of withdrawal programs and products

Spinoza precludes the right of withdrawal for the following products and services, as stated clearly when making the offer, or at least in good time prior to conclusion of the contract:

1. Spinoza programs: as a program includes a contract providing access to accommodation, training, activities and catering for a specific date or period;
2. Spinoza products that are subject to rapid decay or with a limited shelf-life, or products that, for reasons relating to the protection of health or hygiene, are unsuited to returning.

Article 5 - Right of withdrawal for other products

Upon delivery of products

1. When purchasing products or services, a customer has the right to dissolve a contract, without giving reasons, during a period of at least 14 days, unless article 4 applies to the specific products or services. Spinoza is allowed to ask a customer for the reason of this dissolution, but the customer is under no obligation to state his/her reason(s).
2. The period stipulated in para. 1 commences on the day after the product was received by the customer, or a third party designated by the customer, who is not the transporting party, or:
 - a. if the customer has ordered several products: the day on which the customer, or a third party designated by the customer, received the last product. Spinoza may refuse a single order for several products with different delivery dates, provided he clearly informed the customer of this prior to the ordering process.
 - b. if the delivery of a product involves different deliveries or parts: the day on which the customer, or a third party designated by the customer, received the last delivery or the last part;
 - c. with contracts for the regular delivery of products during a given period: the day on which the customer, or a third party designated by the customer, received the last product.

Upon delivery of services and digital content that is not supplied on a material medium:

3. A customer has the right to dissolve a contract, without giving reasons, for the supply of digital content that is not supplied on a material medium during a period of at least fourteen days. Spinoza is allowed to ask a customer for the reason of this dissolution, but the customer is under no obligation to state his/her reason(s).
4. The period stipulated in para. 3 commences on the day after the contract was concluded.

Article 6 - Customers' obligations during the withdrawal period

1. During the withdrawal period, the customer shall treat the product and its packaging with care. He shall only unpack or use the product in as far as necessary in order to assess the nature, characteristics and efficacy of the product. The point of departure here is that the customer may only handle and inspect the product in the same way that he would be allowed in a shop.
2. The customer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in para. 1.
3. The customer is not liable for the product's devaluation if Spinoza did not provide him with all the statutorily obligatory information about the right of withdrawal before the contract was concluded.

Article 7 - Customers who exercise their right of withdrawal and the costs involved

1. A customer who wants to exercise his right of withdrawal shall report this to Spinoza, within the withdrawal period, by means of a model form for right of withdrawal or in some other unequivocal way.
2. As quickly as possible, but no later than 14 days after the day of reporting as referred to in para. 1, the customer shall return the product, or hand it over to (a representative of) Spinoza. The customer will in any case have complied with the time for returning goods if he sends the product back before the withdrawal period has lapsed.
3. The customer returns the product with all relevant accessories, if reasonably possible in the original state and packaging, and in accordance with the reasonable and clear instructions provided by the trader.
4. The risk and the burden of proof for exercising the right of withdrawal correctly and in time rest upon the customer.
5. The customer bears the direct costs of returning the product. If Spinoza has not declared that the customer shall bear these costs or if Spinoza indicates a willingness to bear these costs himself, then the customer shall not be liable to bear the costs of returning goods.
6. If a customer exercises his right of withdrawal, all supplementary agreements are legally dissolved.

Article 8 - Spinoza' obligations in a case of withdrawal

1. If Spinoza makes it possible for a customer to declare his withdrawal via electronic means, then after receiving such a declaration, he sends immediate confirmation of receipt.
2. Spinoza reimburses the customer immediately with all payments, including any delivery costs Spinoza charged for the returned product, though at the latest within 30 days after the day on which the customer reported the withdrawal.
3. If the customer chose an expensive method of delivery in preference to the cheapest standard delivery, Spinoza does not have to refund the additional costs of the more expensive method.

Article 9 - The price

1. During the period of validity indicated in the offer, the prices of the products and/or services being offered will not be increased, except for price changes in VAT-tariffs.
2. Price increases within 3 months after the contract was concluded are only permitted if they are the result of statutory regulations or stipulations.
3. Price increases more than 3 months after the contract was concluded are only permitted if Spinoza stipulated as much and:
 - a. they are the result of statutory regulations or stipulations; or
 - b. the customer is authorized to terminate the contract on the day on which the price increase takes effect.
4. Prices stated in offers of products or services include VAT.

Article 10 - Contract fulfilment and guarantee

1. Spinoza guarantees that the products and/or services fulfill the contract, the specifications stated in the offer, the reasonable requirements of reliability and/or serviceability and the statutory stipulations and/or government regulations that existed on the date that the contract was concluded.

Article 11 - Supply and implementation

1. Spinoza will take the greatest possible care when receiving and processing orders for products and when assessing applications for the provision of services.
2. The place of delivery is deemed to be the address that the customer makes known to Spinoza.
3. Spinoza will process accepted orders with efficient expedition, though at the latest within 30 days, unless a different period of delivery has been agreed. If delivery suffers a delay, or if the delivery cannot be processed, or only partially, the customer will be informed about this at the latest 30 days after the order was placed. In this case, the customer has a right to dissolve the contract free of charge and a right to possible damages.
4. Following dissolution in accordance with the previous paragraph, Spinoza refunds the customer immediately the sum he had paid.
5. The risk of damage and/or loss of products rests upon Spinoza up to the moment of delivery to the customer or a representative previously designated by the customer and announced to Spinoza, unless this has explicitly been agreed otherwise.

Article 12 – Limitation of Liability

1. Spinoza disclaims all liability for any illness, injury, death, property loss or damage, caused (in part) by any provided misinformation by the customer to Spinoza or caused by not (fully) following instructions provided by Spinoza to the customer.
2. Customer is aware that due to the innovative services provided by Spinoza, the liability of Spinoza is limited to reasonable direct out-of-pocket damages, actually incurred by the customer, with a liability cap of the amount paid by the customer to Spinoza for the specific service(s) and product(s) provided by Spinoza to customer. Spinoza will not be liable under any circumstances for any indirect, special, punitive, accidental or consequential damages.

Article 13 – Payment and cancelation

1. All sums payable by the customer for products are paid at the time an order is placed through the website. Products that are subject to rapid decay or with a limited shelf-life, cannot be returned and will not be refunded, unless customer can demonstrate that the products did not meet the reasonable requirements and/or description of the purchased products as described by Spinoza on the website at the time of delivery.
2. In case customer enters into an agreement with Spinoza for any kind of (online) service, a down-payment will be paid at registration and the remainder is due 14 days before the start of the service. If payment isn't received in full at least 7 days before the start of the service, the customer will not be allowed to participate and customer will not be able to claim any refunds to compensate Spinoza for the upfront costs and preparations of such reservation and service.
3. If customer cancels any reservation for a service provided by Spinoza, the following Cancellation or Rescheduling fees apply:

Days before start program	Cancellation fee (% of total)	Rescheduling fee
60+	25%	0%
30-60	50%	12,5%
<30	100%	25%

4. If a customer fails to fulfill his payment obligation(s) in good time, after Spinoza has informed the customer about the late payment, the customer is allowed 14 days in which to fulfill the obligation to pay; if payment is not made within this 14-day period, statutory interest will be payable over the sum owed and Spinoza has the right to charge reasonable extrajudicial costs of collection he has incurred. These costs of collection amount to, at the most: 15% of unpaid sums up to €2,500; 10% over the next €2,500; and 5% over the next €5,000, with a minimum of €40. Spinoza can make departures from these sums and percentages that are favorable to the customer.

Article 14 – Feedback and Complaints procedure

1. All compliments, comments and complaints can be directed to Spinoza at: hello@spinoza.co.
2. A customer who has discovered shortcomings in the execution of a contract must submit any complaints to Spinoza without delay, in full and with clear descriptions through the aforementioned e-mail address.
3. A reply to complaints submitted to Spinoza will be provided within a period of 30 days, calculated from the date of receipt. If it is anticipated that a complaint will require a longer processing time, then Spinoza will reply within 14 days, confirming receipt and indicating when the customer can expect a more elaborate reply.
4. The customer should give Spinoza a time period of at least 8 weeks to solve the complaint in joint consultation. After this period of time, the complaint becomes a dispute that is subject to the disputes settlement scheme.

Article 15 - Disputes

Contracts entered into between the customer and Spinoza are subject only to Dutch law. All disputes will be submitted exclusively to the competent court in Amsterdam, The Netherlands.

Article 16 - Definitions

The following definitions apply in these terms and conditions:

1. Withdrawal period: the period within which a customer can make use of his right of withdrawal;
2. Customer: a natural person whose actions are not carried out for objectives relating to the course of a trade, a profession or a business;
3. Day: calendar day;
4. Digital content: data that are produced and supplied in digital form;
5. Durable medium: every means - including emails - that enables a customer or Spinoza to store information that is addressed to him in person in a way that facilitates its future use or consultation during a period that is in keeping with the objective for which the information is intended, and which facilitates the unaltered reproduction of the stored information;
6. Right of withdrawal: the possibility for a customer to waive a distance contract within the withdrawal period;
7. Distance contract: a contract concluded between a Spinoza and a customer within the framework of system organized for the distance sale of products, digital content and/or services, whereby sole or partly use is made of one or more techniques for distance communication up to and including the moment that the contract is concluded;
8. Model form for right of withdrawal: the European model form for right of withdrawal that is included in Appendix I of these terms and conditions. Spinoza is not obliged to provide Appendix I if the customer has no right of withdrawal with regard to his order;
9. Technique for distance communication: means that can be used for communication regarding the offer made by Spinoza and concluding a contract, without the necessity of the customer and being in the same place at the same time.

Appendix I: Model form for right of withdrawal Model form for right of withdrawal

(this form should only be completed and returned if you want to withdraw from the contract)

- To: [trader's name]
[trader's geographic address]
[trader's fax number, if available]
[trader's e-mail address or electronic address]

- I/we* herewith inform you that, in respect of our contract regarding
The sale of the following products: [description of the product]*
The delivery of the following digital content: [description of the digital content]*
The supply of the following service: [description of the service]*

I/we* exercise our right of withdrawal.

- Ordered on*/received on* [date of ordering services or receiving goods]
- [Customer(s)' name]
- [Customer(s)' address]
- [Customer(s)' signature] (only if this form is submitted on paper)
- [Date]

*Delete or provide supplementary information, as applicable.

Appendix II: Customer acknowledgements

BY ENTERING INTO AN AGREEMENT WITH SPINOZA FOR PURCHASING A (PSYCHEDELIC) PRODUCT OR TO PARTICIPATE IN A PROGRAM, THE CUSTOMER ACKNOWLEDGES THAT:

1. I am at least 25 years old at the time of purchasing a psychedelic program or product;
2. I will abide by these terms and conditions and, when participating in a program, all other instructions provided by Spinoza from time to time;
3. I am obliged to provide the requested information about my personal (medical) situation and keep all the information accurate and up to date. I consent that Spinoza will process a limited amount of personal data regarding my health during the registration process to determine if I am eligible to participate in the program;
4. I am aware that the Spinoza programs or products have no promise to heal or cure and may or may not benefit my personal growth or wellbeing;
5. I am aware that my participation in a program and/or the use of products is at my own risk. I accept the limitation of liability of Spinoza as described in these Terms and Conditions;
6. I am aware that Spinoza program guides are not all licensed psychotherapists or psychologists and do not provide medical advice. Reliance on any information provided by Spinoza is solely at your own risk.
7. I am aware that if I cancel or reschedule my booking, cancellation or rescheduling fees may apply.