



# HOUSE OF ONENESS

PLANT MEDICINE EXPERT

## General Terms and Conditions

**Version: June 2022**

**1. Maria Johanna.** Maria Johanna B.V. (statutory name: House of Oneness B.V., hereinafter "**MJ**") is the Dutch private limited liability company of M.J.C. Schouten and is registered with the Chamber of Commerce under number 67064795. The business address is Luzacstraat 9-4, 1051 JB in Amsterdam, The Netherlands.

MJ's products and services include, but are not limited to, the following products: plant medicines and truffles, including but not limited to Ayahuasca, rapé, microdosing truffles, including the unique products microdosing CHOCO BLISS™, SOUL PRESENT™, SELF LOVE CHOCOLATES™ and MAMA CACAO™, and the following services (not limited to): conducting online and offline plant medicine ceremonies, do-it-yourself home ceremonies, including but not limited to SOUL BATH™, publishing information and educational materials in the field of plant medicine, providing non-medical advice on the use of plant medicine, creating and delivering (online) trainings, programs, e-books, brochures, blogs, podcasts and lectures. All of MJ's products and services are hereinafter referred to collectively as "**Products and Services**" or, where applicable, separately as "**Products**" or "**Services**".

**2. Applicability.** These General Terms and Conditions ("**GTC**") apply to any legal relationship between MJ and the client, i.e. to all offers, orders and other agreements between MJ and the client, and to all Products and Services provided by MJ to the client. The applicability of any general terms and conditions used by the client is hereby expressly excluded. The acceptance of an offer or the placing of an order by the client implies that the client accepts the applicability of these GTC.

**3. Formation.** An agreement between the client and MJ is formed by (i) MJ accepting and confirming in writing a personal request from a client (e.g., for the provision of specific Services); or (ii) by MJ actually providing Products and Services to the client; or (iii) the client registering for certain Services via a designated MJ registration form or via email or (iv) the client purchasing a Product by electronically accepting MJ's online offer and by complying with the purchase terms set forth therein by MJ.

**4. Orders.** On MJ's website, the Products and Services are described as completely and accurately as possible, as well as how the ordering process proceeds. The description is in any case sufficiently detailed so that the client can make a proper assessment. If MJ makes use of images, these are a truthful representation of the Products and Services offered. In case of an obvious mistake, MJ is not obliged to deliver the Products and Services that are the subject of this mistake.

The client's order is complete and the agreement between MJ and the client is final once MJ confirms the order in writing and once MJ has received approval from the client's bank or credit card company for the approval of the payment transaction. If the issuer of the client's credit card does not approve payment to MJ, MJ cannot be held responsible for delays in delivery and/or non-delivery of Products

or Services. Orders without valid payment in the name of the registered credit card holder will not be accepted or processed.

**5. Execution.** All assignments and instructions given by the client to MJ shall be deemed to have been given exclusively to MJ. This includes all (legal) persons who are involved in carrying out the assignment for or on behalf of MJ, including any external service providers as further described in these GTC. Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code are excluded.

**6. External Service Providers.** MJ may engage external service providers (including, for example, suppliers, mail delivery companies, etc.) in the execution of assignments by the client or for the provision of Services. MJ is entitled, at its sole discretion, to select the external service providers with whom it cooperates, and to share relevant data about the client with these third parties.

These GTC also apply to all services provided to the client by MJ's external service providers. Everything that has been determined in these GTC for the benefit of MJ is considered to be an irrevocable third party clause in the sense of article 6:253 of the Dutch Civil Code. The applicability of article 6:254 of the Dutch Civil Code is hereby excluded.

MJ is not liable for the services of these external service providers; liability for any omissions or errors of an external service provider is hereby expressly excluded. MJ is further authorized by the client to accept on behalf of the client any conditions and limitations of liability used by these external service providers in their own terms and conditions.

**7. Limitation of Liability.** MJ will perform its Services for the client with care and to the best of its ability, but MJ cannot guarantee any particular outcome or certain results. The experience of the Products or Services is personal and different for everyone.

With respect to the delivery of Products or Services, MJ's liability, if any, is limited to providing a substitute product or service or to refunding the amount paid by the client in the event of a faulty (or no longer possible) delivery.

MJ sources its Products from carefully selected suppliers in the field of plant medicines and related products. Plant medicines may possibly influence regular medicines (interaction). If in doubt, always consult a doctor or pharmacist.

MJ is not a physician or medical specialist and expressly disclaims any liability for health complaints on the part of the client.

The purchase of Products or Services is always accompanied by a video training and an e-book explaining the use of these Products or Services. MJ is not liable for any injudicious or improper use of the Products or Services by the client or when the client or third parties have made changes or have tried to make changes to the Products or have used the Products for purposes for which they are not intended.

MJ shall further not be liable to the client for any damage resulting from any failure to perform its obligations to the client or any damage resulting directly or indirectly from the execution of an agreement, except if and to the extent such damage is due to intent or gross negligence on the part of MJ. MJ shall also not be liable for any damage resulting from errors or omissions of third parties or auxiliary persons entrusted by MJ with the provision of the Products or Services.

If and to the extent that MJ would have any liability, on any ground whatsoever, such liability shall at all times be limited to direct damages, and shall be limited to the amount paid out under MJ's liability

insurance policy, and only to the extent that the insurer covers the damages in question and proceeds to pay out.

MJ's liability will expire by the mere lapse of 12 (twelve) months after the claim against MJ has arisen.

**8. Indemnification.** The client indemnifies MJ against all claims by third parties, including the costs of legal or medical assistance, which are in any way related to the Products or Services provided by MJ for or on behalf of the client, unless such claims by third parties are the result of intent or gross negligence on the part of MJ.

**9. Personal Data.** MJ treats personal data received in the context of her activities and the agreement with the client with care and confidentiality. MJ records in a client base the name and address details of the client. This information is used to provide the Products and Services desired by the client and may also be used to keep the client informed of other Products and Services provided by MJ. The client consents to the use of this information. If the client does not wish to receive information about (new) or other Products or Services from MJ, the client can at all times let MJ know and have the communication stopped.

**10. Invoicing and Delivery.** MJ sends the customer a digital invoice via e-mail for the Products or Services delivered by MJ. The full purchase price is always paid in advance in the webshop. With reservations, in some cases a down payment is expected. In that case the buyer will receive a proof of the reservation and the advance payment.

If the Products are delivered, MJ is entitled to charge any delivery costs.

The total amount of the invoice will be increased with sales tax (VAT), if applicable. The customer must pay the due amount to MJ for these Products or Services within the period specified on the invoice.

If the delivery of Products or Services requires payment in advance, the client cannot assert any rights to delivery thereof until full payment of the amount due to MJ has been made.

Client accepts that MJ may change its rates, noting that rates will not change during an ongoing delivery of Products or Services.

Delivery times are indicative and when exceeded do not entitle the client to dissolution or damages, unless explicitly agreed otherwise in writing by MJ and the client.

MJ has the right to deliver the ordered Products in parts, unless MJ and the customer have agreed otherwise in writing or a partial delivery has no independent value.

As soon as the ordered Products have been received by the customer, the risk for these Products will pass from MJ to the client.

**11. Late Payment.** If payment of an invoice is not received on or before the due date indicated on the invoice, the client shall be deemed to be in default without further notice and MJ shall be entitled to charge statutory interest. MJ may suspend or cancel delivery of its Products and/or Services until all outstanding invoices are paid in full. MJ disclaims any liability for any loss or damage that the client may suffer as a result of such suspension or cancellation by MJ.

**12. Extrajudicial collection.** MJ has the right to charge extrajudicial collection costs to the client, if an invoice remains unpaid after a reminder to the client. These extrajudicial collection costs will be calculated in conformity with the Decree on compensation of extrajudicial collection costs. The extrajudicial costs to be compensated are at least 15% of the outstanding balance at the first moment

of default with a minimum of € 500.00. Turnover tax is also due on extrajudicial collection costs, as well as the statutory (commercial) interest.

**13. Right of Withdrawal.** The client will have the right to terminate the purchase agreement without giving reasons (right of withdrawal) within 14 days after receiving the order of the Products or Services. The period begins to run from the moment the (entire) order is received by the client. There is no right of withdrawal if the Products have a short shelf life.

During the 14-day cooling-off period, the client shall handle the Products and their packaging with care. The packaging shall not be broken or opened. If the client makes use of his/her right of withdrawal, he/she will return the unopened Products with all delivered accessories and - if reasonably possible - in the original shipping packaging to MJ, in accordance with the reasonable and clear instructions provided by MJ. Any costs associated with the return will be borne by the client.

**14. Exercise of right of withdrawal.** If the client exercises his/her right of withdrawal, he/she shall notify MJ within the cooling-off period by means of the model form for withdrawal or in any other unambiguous manner. The risk and burden of proof for the correct and timely exercise of the right of withdrawal lies with the client.

MJ will send the client a confirmation of receipt of the withdrawal as soon as possible. Any payments made will be refunded as soon as possible, at the latest within 14 days following the day on which the client reports the withdrawal and has properly returned the Products or Services. MJ will use the same means of payment as the client, unless the client agrees to another payment method being used.

**15. Excluded from withdrawal.** Services of which the delivery / execution by MJ has already started with the consent of the client can no longer be withdrawn or revoked. The same applies to Products that have been custom made according to the specifications of the client, Products that spoil or rot quickly or have a short shelf life and Products that are not suitable to be returned for reasons of health or hygiene and whose seal or packaging has been broken after delivery.

**16. Examination and complaints.** The client shall be obliged to examine the delivered Products, or have them examined, at the time of delivery, but in any case within as short a time as possible. In doing so, the client must examine whether the quality and quantity of the Products delivered correspond to the requirements applicable to them in normal (commercial) transactions.

Complaints regarding damage, shortages or loss of delivered Products must be reported in writing to MJ within 10 (ten) working days after the day of delivery of the Products. If the complaint is declared founded within the specified period, MJ has the right to either repair, or redeliver, or to refrain from delivery and to send the customer a credit note for that part of the purchase price. Minor deviations and/or deviations customary in MJ's line of business cannot be held against MJ. Complaints with respect to certain Products do not, in principle, affect other Products that are part of the same delivery.

**17. Cancellation by MJ.** MJ has the right to cancel the delivery of ordered Products or Services, for example in the following cases: in case of non-payment of invoices by the client, despite reminders by MJ; in case of failure or refusal of the client to follow any advice given by MJ; in case of failure or refusal of the client to provide full disclosure or otherwise act in such a way that it undermines a proper delivery or performance of the Products or Services by MJ.

MJ is also entitled to cancel, without giving any reason, a Service that has yet to be delivered, such as, for example, a ceremony with plant medicines. In that case, the invoice already sent to the client will be credited.

**18. Cancellation by client.** If due to unforeseen circumstances it is not possible for the client to attend a booked and paid ceremony, the client can, in consultation with MJ, schedule another suitable date.

When cancelling a booking up to three weeks before the ceremony MJ is obliged to charge 25% of the session fee. Between three weeks and two weeks before the session date this is 50% and within two to one week before the ceremony there will be no refund.

The client may still designate a substitute to participate in the ceremony within two to one week before the ceremony. MJ is free to refuse the participation of this substitute if it would jeopardize the proper execution of the ceremony.

**19. Force Majeure.** If MJ is prevented by force majeure of a permanent or temporary nature from delivering the Products or Services, MJ has the right to terminate the agreement in whole or in part by written notice without judicial intervention, without prejudice to MJ's right to payment by the client for Products or Services already delivered by MJ prior to the occurrence of a force majeure situation, or to suspend the (further) delivery of the Products or Services in whole or in part.

MJ will inform the client as soon as possible about the force majeure situation. "Force majeure" means any circumstance which MJ could not take into account at the time of ordering the Products or Services and/or as a result of which normal delivery of the Products or Services by MJ cannot reasonably be required by the client, such as, but not limited to: illness at MJ, illness or death at a cooperation partner of MJ, computer or internet failures, the lack of sufficient data from or the provision of incorrect data by the client, or the lack of cooperation by the client, as well as fire, floods and other natural disasters at the locations where the Services were to be provided and all other circumstances, which makes a proper delivery of Products or Services by MJ delayed or impossible. Furthermore, force majeure means the circumstance that supply companies on which MJ depends for the delivery of Products or Services do not meet their contractual obligations towards MJ, unless this is due to MJ.

**20. Confidentiality.** MJ will not disclose any information received from the client in the context of providing Products or Services to the client, unless otherwise agreed or unless MJ is required to do so by law. The client shall at all times be bound to confidentiality of all information received from MJ in the course of providing Products or Services, particularly but not limited to the ceremonies and other programs of MJ.

**21. Regulatory changes.** Changes or modifications in law or regulation that occur after MJ has provided the requested Products or Services do not obligate MJ to advise client of such changes and modifications or to provide additional Products or Services.

**22. Intellectual Property.** MJ owns all intellectual and other property rights in all works developed or created by MJ in relation to its Products and Services, including training and teaching materials, informational videos, blogs, podcasts, e-books, social media content, presentations, lectures, and any other materials received by client from MJ. The client is not permitted to use or modify these materials in any form or anywhere unless MJ has given express written permission in advance. Furthermore, the client is not permitted to use the trademarks CHOCO BLISS™, SELF LOVE CHOCOLATES™, SOUL PRESENT™, MAMA CACAO™, SOUL BATH™ and other trademarks used by MJ for the same or similar Products or Services.

**23. Communications.** In ordering Products or Services, client consents to the use of non-secure forms of communication, such as telephone and email. MJ shall not be liable for any damages, direct or indirect, resulting from the use, in any manner, of such communications.

**24. Governing Law and Jurisdiction.** Governing Law and Jurisdiction. All deliveries of Products and Services by MJ are governed by Dutch law. The District Court of Amsterdam shall have exclusive jurisdiction to settle any dispute arising from the relationship between the client and MJ, from the performance of Services by MJ or from any provision of these GTC.

**25. Changes to these GTC.** MJ may amend these GTC from time to time. The date at the top of these GTC will always show the most recent version.

**26. Contact.** If you have any questions about these GTC, please contact MJ by sending an email to: [info@mariajohanna.com](mailto:info@mariajohanna.com) or writing to:

**House of Oneness**

Attn. M.J.C. Schouten  
Luzacstraat 9-4  
1051 JB Amsterdam  
The Netherlands

## Annex I: Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: **House of Oneness**  
Attn. M.J.C. Schouten  
Luzacstraat 9-4  
1051 JB Amsterdam  
The Netherlands  
[info@mariajohanna.com](mailto:info@mariajohanna.com)

I/We\* hereby give notice that I/We\* withdraw from my contract regarding

the sale of the following products: [product designation]\*

the supply of the following digital content: [digital content designation]\*

the provision of the following service: [service designation]\*,

revokes/revokes\*

Ordered on\*/received on\* [date of order for services or date of receipt for products].

[Name of client(s)]

[Address of client(s)]

[Signature of client(s)] (only if this form is submitted on paper)

*\* Strike out what does not apply or fill in what applies.*