

## **GENERAL TERMS**

#### 1 GENERAL

These general terms and conditions (the "Terms") always apply between Nysnö AB, corporate no. 559307-3413 ("Nysnö") and each participant ("Participant") on any retreat program organized by Nysnö ("Retreat Program"). Nysnö and the Participant are also collectively referred to below as the "Parties" and individually as a "Party".

## 2 APPLICABILITY

- 2.1 The Participant must enter into a declaration with provisions concerning code of conduct, confidentiality, etc. that apply to participation in the Retreat Program (the "Declaration") together with these Terms, which are accepted when the Participant registers for participation by clicking that he/she accepts the Terms on Nysnö's website, www.nysno.se (the "Website"). These Terms and the Declaration together constitute the complete agreement between the Participant and Nysnö for the regulation of participation in the Retreat Program and for all dealings between the Parties. Special conditions, in addition to the Terms and Conditions, may be announced for a Retreat Program in connection with the Participant's registration. In such case, such special conditions shall be considered an integral part of the Parties' agreement.
- 2.2 By accepting the Terms, the Participant confirms that the Participant has read and accepts the information herein.
- 2.3 In the event that all or part of the special conditions notified to the Participant in connection with registration, the provisions in the Conditions or in the Declaration are in conflict, the following priority in terms of interpretation shall apply between them:
  - 1. Special conditions
  - 2. The Declaration
  - 3. The Terms

# 3 RETREAT PROGRAM CONTENT AND STRUCTURE

- 3.1 After paying the deposit for the Retreat program, Nysnö will contact the Participant to agree on a time for screening. The participant understands that he/she must provide correct and truthful information regarding health, mental state, etc. in connection with such screening and that Nysnö has the right to deny the Participant's participation in the Retreat Program based on Nysnö's assessment of the Participant's suitability.
- 3.2 After or during screening, the Participant will be notified whether he/she has received a confirmed place on the Retreat Program.
- 3.3 The content of the Retreat Program can be seen on Nysnö's website for the respective Retreat Program and material provided by Nysnö in connection with the Participant's registration for such program. However, Nysnö has the right to make adjustments in the program content and in the staff after the Participant's registration without this being considered a defect or implying any right of complaint for the Participant. In the event of a change of a facilitator for the Retreat Program or in the event of significant changes in the content of the Retreat Program, Nysnö must however notify the Participant of the change as soon as possible. The said does not imply any right for Nysnö, unless force majeure is applicable according to these Terms, to make structural changes in a Retreat Program after the Participant has registered for participation (such as shortening or extending

- the number of days for a retreat, reducing dosage occasions, or waiving entire sections in the Retreat program e.g. an integration workshop).
- 3.4 The Participant undertakes to sign the Declaration before the Retreat program start, or in connection therewith.
- 3.5 The participant is responsible for the travel to the retreat in the Netherlands and any other possible travel for carrying out parts of the Retreat program, including the costs of such travel. This responsibility includes finding out what is required to be able to travel to the location where the retreat will be held. The Participant is not entitled to financial compensation or to participate in replacing parts of another Retreat Program in the event that the Participant misses the retreat or part of the Retreat Program due to transportation problems, e.g. due to delayed or canceled flights, which is why the Participant is encouraged to book transport arrangements that have good time margins in relation to the parts of the Retreat Program that require attendance/participation.
- 3.6 Nysnö does not guarantee a separate bedroom for Participants on retreats in the Netherlands, unless this is explicitly stated in the information that precedes the registration for the Retreat Program. However, Nysnö does its best to satisfy the Participant's wishes regarding sleeping arrangements to the extent possible and reasonable.
- 3.7 Nysnö undertakes to adapt the food on the Retreat Program as far as possible and to a reasonable extent to allergies and intolerances or special preferences, but it is the Participant's responsibility to inform Nysnö in connection with the screening about any special diet. In the event that the Participant requires a specially adapted diet that is difficult for Nysnö to satisfy, the Participant has his/her own responsibility for arranging the diet during the Retreat Program, without the right to thereby receive any deduction from the fee for the Retreat Program. In such a case, however, the participant must first consult with Nysnö regarding such a self-arranged special diet, taking into account that certain foods may be unsuitable in connection with the intake of psychedelics, and/or affect the effects of psychedelics.

## 4 PRICES AND PAYMENT

- 4.1 Payment of the deposit must be made at the time of registration in accordance with the instructions given by Nysnö at such time and must be available to Nysnö before the Participant's place on a specific Retreat Program can be preliminarily booked. The deposit is only paid back if the Participant does not pass the screening, or if the Participant, in consultation with Nysnö, during or in writing within 24 hours after the first screening interview (the "Deadline") announces that he/she does not want to participate in the Retreat Program. In cases other than those mentioned above, the Participant has no right to recover the deposit in any case, unless Nysnö cancels the Retreat Program or the retreat in the Netherlands according to point 5.1 below.
- 4.2 Nysnö reserves the right to update its prices at any time, which is why prices available on the Website and/or in the marketing material provided by Nysnö may differ from the final fee upon registration. However, Nysnö does not have the right to increase the price of a Retreat Program after the Participant has already registered and paid a deposit.
- 4.3 When the Deadline has passed, the Participant is bound to also pay the remaining part of the fee for the Retreat Program. An invoice for the remaining amount is sent after the Participant

has been approved in the screening and must be paid within 14 days from the invoice date.

- 4.4 In the event that the Participant delays with the payment, Nysnö is entitled to interest and administrative fees in accordance with current legislation. In the event of late payment and in cases where a written payment reminder has been sent to the Participant and the Participant has not paid within 14 days thereafter, Nysnö also has the right to decide that the Participant loses his/her place on the Retreat Program, whereby Nysnö shall also have the right to demand payment of the remaining unpaid amount for the Retreat Program.
- 4.5 The Participant agrees that Nysnö engages external payment service providers to enable the Participant's payment of the fee (e.g. Stripe). The Participant understands that special terms and conditions apply to such third party payment solutions and may be required to agree to any separate terms and conditions provided by such third party payment service provider.
- 4.6 Nysnö has the right in all cases relating to refunds in connection with the execution process of such refunds, to make deductions for administrative costs connected to the refund process.

#### 5 CANCELLATIONS ETC.

5.1 Nysnö has the right to cancel a Retreat Program in its entirety at any time before a Retreat program has begun. Nysnö shall immediately notify the Participant in the event that a Retreat Program is canceled and shall refund the paid participation fee to the Participant without unreasonable delay, or offer a place on another equivalent Retreat Program if desired by the Participant and if it can be arranged by Nysnö. In the event that the Participant has already incurred transport and travel costs when cancellation of the Retreat Program is notified to the Participant, the Participant is entitled to compensation for such costs if the Participant can show evidence that the costs cannot be recovered in a cancellation of the ordered services.

Nysnö also has the right to cancel the retreat in the Netherlands in the event of force majeure according to section 7.2 below. If it is possible, Nysnö has the right to primarily offer the Participant a place at another equivalent retreat in the Netherlands or that the Participant undergoes an equivalent part of the Retreat program. If this is not done, the Participant shall be reimbursed the paid participation fee without unreasonable delay. However, compensation is not paid for such travel and transport costs related to the retreat as stated in the first paragraph in cases of such force majeure as mentioned in this second paragraph.

Nysnö also has the right to replace parts of the Retreat program (but not the retreat part in the Netherlands) that are physical with digital parts in the event that force majeure according to section 7.2 occurs, without this implying any right to compensation for the Participant.

- 5.2 Nysnö has the right (pursuant to what is stated in the Declaration) to immediately suspend the Participant from further participation in Retreat Programs and/or other activities organized by Nysnö in the event it turns out that the Participant did not provide truthful health and/or personal data in the screening process or otherwise in the contacts with Nysnö, without the right for the Participant to recover any part of the payment for the Retreat Program. In addition, Nysnö has the right to suspend the Participant on the same terms as above in other circumstances, as stated in the Declaration.
- 5.3 The participant has the right to cancel his/her participation in the Retreat Program at any time before or during the program. In such a case, however, the Participant has no right to recover payment or avoid the obligation to pay any fees as stated in

- these Terms or the Parties' agreement otherwise, except in such cases and under such conditions as stated in point 5.4 below
- 5.4 If during the Retreat Program the Participant or a close relative suffers serious injury or acute serious illness, or a close relative dies, preventing the Participant's participation in the retreat in the Netherlands and/or significantly prevents participation in the Retreat Program, the Participant is entitled to a refund of 50% of the fee for the Retreat Program unless otherwise specifically agreed in writing with Nysnö. Reimbursement pursuant to the above requires that the Participant a) immediately contacts those responsible for the Participant's Retreat Program or, if that is not possible, sends an email to info@nysno.se, b) can present a written statement from the Participant's insurance company that the costs of the canceled Retreat Program are not covered by his/her insurance, and c) can prove the circumstances justifying reimbursement with a medical certificate.

#### 6 CLAIMS AND COMPLAINTS

- 6.1 The Participant has the right to file a complaint about significant deviations from such content in the Retreat Program that was marketed to the Participant in connection with his/her registration. Such significant deviations shall be considered as defects. If there are defects in the service performed, the Participant may be entitled to reasonable deductions, compensation or discounts on Nysnö's services.
- 6.2 In the event the Participant wants to make a claim, complain or has questions regarding the Retreat Program, the Participant can contact Nysnö by email at info@nysno.se. Complaints must be made without delay and at the latest within 30 days from when the Participant discovered the defect in question.
- 6.3 Nysnö strives to investigate complaints and claims and to respond to them as soon as possible, but always within 30 days.

# 7 LIMITATION OF LIABILITY

- 7.1 Nysnö strives to maintain the highest possible quality of the Retreat Programs and the experience provided by Nysnö and its subcontractors. As mentioned in the Declaration, however, Nysnö makes no guarantees, implicit or explicit, regarding the information in the Retreat Program, on the Website or in other marketing material. Nysnö also makes no guarantees, implied or express, with respect to any results from participating in the Retreat Program.
- 7.2 Nysnö shall be exempt from liability as a result of failure to fulfill its obligations due to external circumstances that prevent or significantly complicate or delay the fulfillment of a Retreat Program or part thereof, including but not limited to canceled means of transport, fires, floods, terrorist attacks, strikes, natural disasters or severe weather conditions, epidemics, severe sudden illness of staff and the like (force majeure). If Nysnö wishes to invoke force majeure, Nysnö must without delay notify the Participant in writing of the occurrence or termination of the force majeure condition.
- 7.3 Pursuant to what is stated in the Declaration, the Participant waives any possibility of asserting legal liability against Nysnö (regarding, for example, damage or loss), save for with regards to such rights that follow explicitly from these Terms. In the event that Nysnö should still be held liable according to mandatory legislation, Nysnö's total liability for damages towards the Participant in connection with a Retreat Program shall under no circumstances exceed an amount corresponding to what the Participant paid in participation fees for the Retreat Program.

#### 8 COMMUNICATION

- 8.1 The Participant agrees that all communication with the Participant is held via the e-mail address or telephone number that the Participant provided when registering for the Retreat Program.
- 8.2 The Participant further undertakes to immediately notify Nysnö of any updates with regard to the Participant's contact details

## 9 CONSUMER RIGHTS

The participant has no right of withdrawal according to the Act (2005:59) on distance contracts and contracts outside business premises (SW: Lag (2005:59) om distansavtal och avtal utanför affärslokaler) after registration has been made and the deposit paid, in accordance with the exception rule in chapter 2, section 11, point 12 of the said Act.

# 10 GOVERNING LAW AND DISPUTES

- 10.1 Swedish law applies to the Terms, Retreat Program and all dealings of the Parties.
- 10.2 Disputes that arise in connection with the Retreat Program, the Parties' agreements (including these Terms) and/or the Parties dealings shall, as a starting point, be resolved through dialogue and agreement between the Parties. In the event that the Parties cannot reach such an agreement, the dispute must finally be settled in Swedish general court, with the Stockholm district court as the first instance.