

Terms and Conditions

Please read these Terms and Conditions (“T&C”) carefully before conducting transactions on www.institutum.com (“website”) operated by INSTYTUTUM AG (“INSTYTUTUM” or “we”). Use of the website constitutes your acceptance of the terms and provisions in this T&C. This T&C contains important limitations on how you and INSTYTUTUM can bring claims against each other, and how the claims may be resolved.

1. The entity you are conducting a transaction with is:

INSTYTUTUM AG
Gubelstrasse 12, 6300 Zug, Switzerland
Company number: CFI-170.3.039.872-9
Vat No. CHE-440.903.330 MVST
Tel.: +41 41 511 20 50
Email: customer.service@institutum.com
www.institutum.com

2. **Your obligations and prohibition**

By conducting transactions on our website, you undertake not to:

- Breach any laws or our policies;
- Upload any false, inaccurate, misleading, or defamatory content;
- Upload or distribute any spam, virus, or any other technological tool that may harm or interfere with the functioning of the website;
- Use any automated robots or other technological tools to access our website. This rule does not apply to the necessary use of robots, content crawlers and/or other technological tools by the legitimate internet search engines.
- Circumvent any technological measures in place for optimal functioning of our website;
- Use our services if you cannot enter into legally binding contracts;
- Use fraudulent methods of financial transactions;
- Fail to pay for products you purchase;
- Use any information gathered during any transactions between you and us or by using our website for any unlawful purposes.

We may take measures to prevent future transactions with you, or cancel or invalidate any past transactions with you if we determine, at our sole discretion, that you are abusing the website in any way. We may cancel or invalidate any past or current transactions with you if you violate any of the above terms.

3. **Products and Services**

Our products and services are for personal use only. You are not authorized to sell or otherwise make commercial use of the products or services you purchase or in other way receive from us. Business establishments interested in our Products, please contact us at: customer.service@institutum.com.

Terms and Conditions

All products shall be used strictly in accordance with their instructions, precautions and guidelines. You should always read the ingredient list to check for products that may potentially cause allergic reactions.

Prices for our products are subject to change without notice. We reserve the right to modify or discontinue our products or services at any time without notice. We shall not be liable to you or any third party for any modification, discontinuance, price change.

We reserve the right to limit the sales of our products or services to any person, geographic region or jurisdiction. We reserve the right to limit the quantities of any products or services that we offer.

We have made every effort to display as accurate as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's or other device display the images accurate.

4. Payment

Third-party service providers (such as payment service providers and/or others) control some of the payment methods and transaction details, including currency conversion rates and fees associated with international transactions. We do not have control over these services. By using our website and purchasing products from the website, you agree to be bound by service terms and conditions of the third-party providers. It is on your own responsibility to read third party's Terms and Conditions on which they are providing relevant services.

5. Contacting You

We may contact you through information provided by you, or otherwise in our possession, in accordance with our Privacy Policy.

6. Shipment of Products

At this time, we offer free standard regular post shipping on purchase over 70 USD / 70 EUR in Canada, European Union countries, United Kingdom, United States and Switzerland. We strive to deliver your purchases to you as fast as possible upon receipt of your payment. However, if using regular post please allow up to 14 working days for the product(s) to reach you; if using premium parcel services, please refer to the delivery terms listed on the relevant carrier's website. In the event this is not possible, we will first contact you to ask for your consent regarding the delayed shipment.

In our first notice of delayed shipment, we will provide a new shipment date or a statement that we cannot provide a definite shipment date. We will provide a reason for the delay. If we do not provide a definite shipment date, you may cancel your order at any time you wish prior to shipment of the product. If the shipment becomes further delayed, we will provide additional notices. We reserve the right to cancel your order or to limit quantities and send you a refund.

If you do not provide consent or if we do not receive a response from you, we will issue a refund of the monies you paid us for the products.

7. Returns and exchanges

You may return a product you purchased from us during 14 (fourteen) calendar days after the day you receive the product. Please contact us at customer.service@instytutum.com or +41 41 511 20 50 for the detailed return instructions. Please do not send your purchase back to the manufacturer address, follow the instructions you will receive from us. If this period has gone,

Terms and Conditions

unfortunately, we cannot except return of product, offer you refund of money or exchange of products. To complete your return, we require a receipt or proof of purchase.

To be eligible for a return, product must be unused and in the same condition that you received it. It must also be in the original packaging. We may refuse to accept the returned product and refuse to provide the refund if the condition is not the same as the condition at the time when we initially sold the product to you. Gift cards are non-refundable & non-returnable.

We only exchange products if they are defective or damaged. If you need to exchange the product, customer.service@instytutum.com or +41 41 511 20 50 and follow the instructions you will receive. Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

8. Refunds

Once your return is received and inspected, we will send you notification by e-mail. We will also notify you of your eligibility for refund. Upon the refund will be approved it will be processed in a manner that you purchased the product with, to your credit card or by another appropriate monetary payment method, which will be determined by us at our sole discretion. Refund amount will be issued back to you within 14 (fourteen) calendar days after receipt of the product by us, providing the funds are not being held by an intermediary third party including, but not limited to credit card company, payment processors etc.

We are offering full refund including shipping cost. In order to return product for free to our warehouse please use the link which you receive with the tracking e-mail. Please follow the instructions with the link:

- Provide your shipping postcode;
- Select the product(s) that you would like to return;
- Choose the reason for returning the selected item(s);
- Tick refund, replacement or exchange;
- Fill all the detailed information you have and press "complete";
- We will inform once your returns have been received and processed.

If you haven't received a refund in the stated period, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted. If you've done all of this and you still have not received your refund yet, please contact us at customer.service@instytutum.com or +41 41 51 1 20 50.

9. Limitation of Liability

To the extent permitted by law, we are not responsible for, and you agree not to hold us responsible or liable for any types of monetary and non-monetary losses or damages (including future profits, special, indirect, and consequential damages)

resulting indirectly or directly from the use of our website or from the purchase or use of our products.

The information and materials contained in this website are provided "as is" without warranty of any kind, either expressed or implied, including without limitation, any warranty of accuracy, adequacy or completeness of the information and materials, title, non-infringement

Terms and Conditions

or third-party rights, merchantability, fitness for particular purpose and freedom from computer viruses.

In no event will the INSTYTUTUM or any of its subsidiaries or affiliates be liable for any damages, losses or expenses, including without limitation, direct or indirect, special, incidental or consequential damages arising in connection with this website, use thereof or reliance on any

information contained herein, even if the INSTYTUTUM or any of its subsidiaries or affiliates are notified of the possibility of such damages.

10. Indemnity

You agree to defend, indemnify and hold harmless the INSTYTUTUM, its owners, shareholders, officers, agents and employees, contractors, associates, volunteers, individually and collectively from any claim or demand, including legal fees, caused by your improper use of our website or breach of any provisions in this T&C or breach of any law or the rights of third party.

11. Dispute resolution and law

All disputes and claims arising under or relating to use of the website or any transactions conducted through the website shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Place of arbitration - Zurich, Switzerland.

You and INSTYTUTUM shall choose an arbitrator who is mutually agreeable to both parties. The arbitration shall be conducted in English. Each party will bear its own cost expended during an arbitration proceeding.

These T&C and all questions relating to their performance, interpretation, breach or enforcement, also rights, obligations and liabilities of you and INSTYTUTUM under them are governed by the laws of Switzerland.

12. Severability

If any provisions of this T&C is held unenforceable or declared invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this T&C, and such unenforceable or invalid provision shall be severable from the remainder of this T&C.

13. Waiver

Our waiver of your breach of any provision of this T&C shall not affect our right to require your performance of such provision at any time thereafter and shall not be construed as a waiver of any subsequent breach of any provision of this T&C.

14. Intellectual Property

All information and content available on website including but not limited to names, trademarks, service marks, logos, images and descriptions, design, look and feel of website, text, graphics, button icons, images, audio clips, page headers, content, selection and arrangement, data compilation and software, compilation and organization thereof belongs to

Terms and Conditions

INSTYTUTUM, our affiliates, partners or licensors, and is protected by the United States law and international laws, including laws governing copyrights and trademarks.

We grant you permission to access and make personal us of the website (placing of orders, other non-commercial uses, etc.). Any other use of the materials on website is strictly prohibited without the prior written permission of INSTYTUTUM.

15. Others

By accessing or using our website, you affirm that you are at least age of majority in your country or state or province and are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in these T&C, to abide and comply with them.

This T&C forms a legal binding contract between you and INSTYTUTUM. By conducting transactions on our website, you acknowledge and agree that this T&C constitute the complete agreement between us and could not be changed after transaction was made. The headings used in these T&C are included for convenience only and will not limit or otherwise affect these T&C.

We reserve the right to update or amend this T&C at any time without prior notice. The updates or amendments to T&C will become effective upon being published on our website. It is your responsibility to check this page periodically for changes. Your continued access to or use of our website thereafter constitutes your agreement to all such changes in T&C.

Effective date: 07th of July, 2017