

BASELINKER TERMS OF USE

§ 1. General Provisions

1. Introduction

These BaseLinker Terms of Use ("**Terms**") define the terms and conditions for making the software available in the SaaS model (*Software as a Service*) and the provision of electronic services by BaseLinker Sp. z o. o. [LLC] with its registered office in Wrocław, Pl. Solny 15, 50-062, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under the number KRS 0000795513, NIP [Tax ID] 8971868567, REGON [National Business Register Number] 383907714; e-mail: contact@baselinker.com ("**BaseLinker**").

2. Definitions

The capitalized terms used in the Terms have the following meanings (references to terms in the singular also apply to terms in the plural and vice versa):

Subscription Fee – the fee specified in accordance with the Price List for granting the User a License to use the System, due to BaseLinker from the User, the amount of which depends on the scope of availability of the System corresponding to a given Package.

BaseLinker Caller – an application for mobile devices in the Android system (version 7 or higher), constituting an integral part of the System, intended for installation in the memory of a mobile device, connected to the Account or Employee Profile through the BaseLinker API token, which displays information about orders placed with the User associated with the telephone number of the caller; the application is made available by BaseLinker through the Google Play Store.

BaseLinker Printer – an application to be downloaded to a computer, enabling the printing of documents or exports generated by the System, constituting an integral part of the System; the application is made available by BaseLinker via the Website.

Blog – a blog maintained by BaseLinker, made available on the Website by BaseLinker free of charge.

Price List – constituting an integral part of the Terms, information about fees (or methods of specifying them) due to BaseLinker from the User in exchange for the provision of Electronic Services, specifying the Subscription Fee and Additional Fees, available on the Website.

Business Days – days from Monday to Friday from 9 AM to 5 PM, except public holidays in Poland, May 2, December 24 and 31.

Additional Fees – additional fees specified in the Price List for using the Electronic Services.

External Service Provider – provider of an external service offered or made available to the User and integrated with the System, e.g. an online platform (marketplace), shipping company, ERP system, accounting system, e-wholesaler, fulfillment service.

Account – marked by an individual name (e-mail address) and password provided by the User, a set of resources in the BaseLinker ICT system, through which the User has access to the System.

License – license to use the System within the scope specified in the Terms.

Settlement Period – the period for which the settlement of Fees takes place, starting on the day of Account activation, or other agreed by the Parties, and ending with the end of the day in the following month, which corresponds by date to the starting day, and if there is no such day in the following month - on the last day of that month.

Trial Period – the period during which the use of the System is free of charge, allowing the User to get acquainted with the System; BaseLinker may, at its discretion, extend the duration of the Trial Period for a given User.

Fees – Subscription and Additional Fees, either jointly or separately, depending on the context.

Package – the scope of availability of the System, which is associated with the obligation to pay the Subscription Fee in a given amount, specified in the Price List.

Recurring Payment – a payment method made available at the User's request consisting in the cyclical (recurring) automatic debiting (charging) of funds from the payment card indicated by the User with the amount due to BaseLinker in a given Settlement Period.

Online Payment – a payment method consisting in making an online transfer (quick transfer) via a payment gateway for the amount due to BaseLinker in a given Settlement Period.

Employee Profile – the profile of an additional user of the Account with a limited level of authorization.

Solution – software, application, system, website, platform, online store, integration via API or similar IT solutions, owned, administered or operated by the External Service Provider or the User.

Website – an Internet site operated by BaseLinker, available at www.baselinker.com, under which Electronic Services are offered, in particular, under which the System is made available.

Parties – BaseLinker or the User – together or separately, depending on the context.

System – software in the SaaS model (*Software as a Service*) made available to the User by BaseLinker under the License and in accordance with the Agreement, intended to support online sales conducted by the User through various sales channels.

Agreement – an agreement containing the terms and conditions of providing the System or providing a given Electronic Service, as applicable, with the content specified in the Terms and, if applicable, additional documents – concluded between BaseLinker and the User, along with any amendments.

Electronic Service – a service provided electronically by BaseLinker to the User based on the Terms.

Implementation Service – implementation and configuration work on the Account or training in the use of the System, the scope of which is specified in the BaseLinker offer accepted by the User, carried out remotely on Business Days.

User – a natural person, legal person, or organizational unit, not being a legal person, to whom the law grants legal capacity, conducting business or professional activity on its own behalf, which is not a consumer within the meaning of the generally applicable provisions, and which uses the Electronic Services based on an Agreement.

Enterprise User – a User who uses of the System within the Enterprise Package.

Technical Support – an Electronic Service provided by BaseLinker remotely, consisting in handling the User's requests regarding the use of the System.

3. Interpretation

3.1. The appendices constitute an integral part of the Terms.

3.2. The Terms of promotional campaigns published on the Website are an integral part of the Terms.

4. Assurances of the User and their representatives

- 4.1. By concluding the Agreement, the User declares and warrants that they have read the content of these Terms and its appendices, and that they are entitled to conclude a valid and effective Agreement. If the Agreement is concluded by a person acting on behalf of and for the User, this person represents and warrants that they are authorized to represent the User at the conclusion of the Agreement, and their authorization to represent the User has not expired.
- 4.2. The Terms and Electronic Services are addressed only to Users who are entrepreneurs with legal capacity. By accepting the Terms, the User declares that they have the status of an entrepreneur and legal capacity, and the Agreement is of a professional nature for them, which results in the exclusion of the User's consumer rights.
- 4.3. The User undertakes, in particular, to:
 - (a) use the System and Electronic Services in accordance with the law and good practices; the User bears sole and full responsibility for how the System and Electronic Services are used, as well as for all actions and omissions of their own and the persons to whom they made the Account or Employee Profile available,
 - (b) use the System and Electronic Services only in connection with conducting online sales on their own behalf or by a third party, provided that this third party has granted the User the appropriate authorization or the use of the System and Electronic Services by the User is executed as part of an agreement with this third party,
 - (c) refrain from using the resources and functions available in the System to conduct activities that would violate the interest of BaseLinker, in particular, consisting in reselling Electronic Services or for the provision of services similar to Electronic Services, which the User uses under the Terms;
 - (d) provide true, accurate, and up-to-date data in the Account, and in the event of a change, immediately update the data, including personal data;
 - (e) not provide or transfer any unlawful content on the Website, in particular, content that violates the intellectual property rights of third parties or their personal rights, is contrary to good practice, or violates the law;
 - (f) refrain from taking actions aimed at obtaining information not intended for the User, including data of other Website users, or interfering with the rules or technical aspects of the functioning of the Website.

§ 2. Electronic Services and the System

1. Introduction

Based on the Terms, the following are made available:

- (a) Website,
- (b) Account,
- (c) System,
- (d) displaying messages regarding Electronic Services,
- (e) BaseLinker Printer,
- (f) BaseLinker Caller,

- (g) Technical Support,
- (h) Blog,
- (i) Newsletter,
- (j) Implementation Services.

2. Website

- 2.1. The Website is a website containing information about the System and Electronic Services and enabling the use of the System via the Account.
- 2.2. The information presented on the Website does not constitute an offer.

3. Account Registration

- 3.1. The User may start using the Account after completing the following steps:
 - (a) filling in the registration form with real and up-to-date data, accepting the provisions of the Terms, and reading the Privacy Policy;
 - (b) clicking on the "Try for free" or "Register" button or one with a similar meaning;
 - (c) logging in to the Account using the e-mail address and password provided by the User when completing the registration form.
- 3.2. Upon clicking the "Try for free" or "Register" button or one with a similar meaning, an Agreement is concluded between the User and BaseLinker, and an Account assigned to the User is created.
- 3.3. An account may be registered only by a natural person with full legal capacity, and in addition - in the case of legal persons and organizational units that are not legal persons, to whom the law grants legal capacity - authorized to incur liabilities and acquire rights to the extent that allows acceptance of the Terms. If BaseLinker has doubts as to the authorization of the person registering the Account, it may request the User to submit such authorization, suspend the Account until receiving information or documents confirming the authorization, or take other actions to clarify doubts; it may also delete the Account.
- 3.4. It is not possible to register an Account using the login used to create another Account.

4. Using the Account

- 4.1. The User is responsible for the correct and secure management of the password to the Account, in particular, they should:
 - (a) set a unique and strong password for the Account,
 - (b) refrain from storing the Account login and password in the browser,
 - (c) refrain from sharing his/her login and password with another person,
 - (d) immediately report to BaseLinker a request to suspend the Account if it is suspected or identified that the login and password have been used by an unauthorized third party.
- 4.2. Changing the data is possible in the Account settings. BaseLinker may request the submission of relevant documents substantiating the legitimacy of the data change, including those confirming the change of the User's registration data, and in the lack thereof - suspend the Account.
- 4.3. The User may grant rights to use the Account to their employees, associates or representatives by creating an Employee Profile associated with the Account. Creating an Employee Profile requires setting a login and password, which should be different from the login and password of the (main) Account, and specifying the scope of rights. The User shall be solely responsible for

the consequences of granting certain permissions to the Employee Profile. The provisions of the Terms regarding the Account apply accordingly to the Employee Profile.

- 4.4. Changing the setting of the Employee Profile or deleting the Employee Profile is possible only after logging in to the Account or Employee Profile with the relevant permissions.

5. Suspension and deletion of the Account

- 5.1. The User may, at any time and without giving any reason, initiate the suspension of the Account by making the relevant selection in the Account settings.
- 5.2. BaseLinker is entitled to suspend the Account, block access to the BaseLinker API, or suspend the provision of other Electronic Services in the following cases:
- (a) no activation of the Account after the end of the Trial Period – until the User logs into the Account and activates the Account,
 - (b) delay in the payment of Fees – until the User makes the payments,
 - (c) changing the User's data – until the User substantiates the legitimacy of the data change,
 - (d) suspicion of unauthorized access to the Account – until the grounds for suspecting unauthorized access to the Account cease to exist,
 - (e) violation of the Terms or a separate agreement with BaseLinker – until the User repairs the damage resulting from the violation of BaseLinker within the time limit set by BaseLinker,
 - (f) suspicion of infringement of the law by the User when using the Account - until the User proves that there is no risk of infringement and there has been no violation of the law by him/her,
 - (g) delay in the payment of amounts due to BL Logistics sp. z o.o. operating under the BL Paczka brand - until all amounts due (including interest for delay) are paid to BL Logistics sp. z o.o.
- 5.3. The Account will be permanently deleted in the event of a suspension of the Account lasting:
- (a) 6 months - if the cause of the suspension was the failure to activate the Account after the end of the Trial Period;
 - (b) 12 months – in other cases.
- 5.4. The User may, at any time and without giving any reason, initiate the deletion of the Account by reporting to Technical Support.
- 5.5. During the period in which the Account is suspended, the use of the System is limited, and the data flow is stopped. Suspension of the Account does not change its settings or delete the data stored there.
- 5.6. It is not possible to restore a deleted Account or for the User to recover the data stored on it. Deleting the Account is tantamount to the termination of the Agreement with immediate effect.
- 5.7. BaseLinker may contact the User during the period of suspension of the Account or for 60 days after deleting the Account, at the User's initiative, in order to determine the reasons for suspension or deletion of the Account, respectively, as well as to obtain the User's opinion about the System or Electronic Services.

6. Using the System

- 6.1. To use the System, the User must have an Account as well as an end device and ICT system that meet the following requirements: a computer or other device connected to the Internet with a

minimum bandwidth that enables the smooth refreshing of websites, having a minimum screen resolution of 1280 x 720 pixels, equipped with at least one of the following web browsers: Chrome version 94 and higher, Internet Explorer version 11 and higher, Firefox version 93 and higher, Edge version 94 and higher, Safari version 14 and higher, Opera version 80 and higher, supporting Java Script and enabling saving cookies files. To use the Electronic Services available on the Website, the User must have a valid / active e-mail address and a device enabling the correct completion of electronic forms.

- 6.2. Upon registration of the Account, the Trial Period begins, which is a period of free use of the System.
- 6.3. At any time during the Trial Period, as well as after the Trial Period, until the Account is deleted by BaseLinker, the User may activate the Account by clicking the "Activate" button or a button with a similar meaning, placed in the User's panel, as a result of which further use of the System will be in accordance with the Price List.
- 6.4. BaseLinker may contact the User for 60 days after the end of the Trial Period - in order to determine the reasons for not activating the Account, as well as to obtain the User's opinion about the System or other Electronic Services.
- 6.5. By adding the integration with a Solution to the Account, the User agrees to the flow of data between BaseLinker and the integrated Solution, entered by the User into the System or Solution, or generated as a result of the User's use of the System or Solution. If the User does not agree to the data flow, they should disconnect the integration of the System and the Solution. External Service Providers process information, including personal data as separate controllers, independently of BaseLinker, and requests submitted by the User through integrations added by him/her are also the User's instructions regarding the processing of this information, including personal data, within the System.
- 6.6. BaseLinker may carry out maintenance works, including removing failures or preventing their occurrence, which may result in a temporary limitation of functionality or suspension of the Electronic Services. BaseLinker will inform the User about the date of maintenance works via the Account. The time of limiting the functionality or unavailability of the Electronic Service in the scope specified above is included in the Subscription and the occurrence of such limitations does not affect its amount.
- 6.7. Some elements of the System marked as "BETA" or similarly may be made available to all or some Users in the production and testing phase, which means that such an element of the System (a) may not work properly, (b) has reduced or limited functionality, (c) may lack some functions, (d) may be removed from the System at any time by BaseLinker, (e) does not meet the parameters and standard specified in the SLA (if applicable), for which BaseLinker is not responsible. Elements of the BETA version of the System are not completed but have been made available to Users earlier, which is intended to allow testing them before it is officially released.

7. Technical Support

- 7.1. A User with an Account may use the Technical Support available on Business Days by communicating with BaseLinker via the contact form available after logging into the Account - the User indicates what the request concerns by selecting the appropriate option from the available list.
- 7.2. The condition for using Technical Support is the lack of overdue payments to BaseLinker.
- 7.3. Technical Support may also be provided via telephone to the telephone number provided by the User when registering the Account.

- 7.4. Technical Support includes support regarding the use of the System, information about the functionalities or extensions of the System.
- 7.5. For the avoidance of doubt, Technical Support does not apply in particular to:
- (a) providing programming services,
 - (b) modifying the System, BaseLinker Printer, or BaseLinker Caller (e.g. adding modules, functionalities or changes in the source code) or servicing them,
 - (c) the configuration of Solutions or elements that are subject to self-configuration or modification by the User, or configuration of Solutions of External Service Providers,
 - (d) providing assistance to the User's clients,
 - (e) failures or errors that arose as a result of the User's interference in the settings of the Electronic Services, and in particular the System, which are not available to the User from the panel, visible to each User after logging into the Account, to which the User gained access by violating the functional nature of the Electronic Service,
 - (f) failures or errors resulting from the User's failure to meet the Technical Requirements,
 - (g) failures, errors, or modifications to the settings of the User's Solutions or External Service Providers,
 - (h) legal, tax, accounting or business advice, and any communication provided to the User as part of Technical Support should not be construed as legal, tax, accounting or business advice.
- 7.6. When requesting Technical Support, the User should formulate it precisely, providing all the information that is necessary or useful to provide Technical Support.
- 7.7. Consideration of requests under Technical Support may require the User's cooperation, in particular:
- (a) providing BaseLinker with all reliable and complete information and data - necessary for the proper consideration of the request;
 - (b) remain available for the duration of the consideration of the request and respond quickly to BaseLinker's inquiries and requests;
 - (c) follow BaseLinker's instructions and grant BaseLinker access to the User's IT infrastructure - if the consideration of the Request requires it.
- 7.8. BaseLinker will use its best efforts to consider the request as soon as possible, however, the processing time may be extended if the request concerns many issues, a complex or unusual issue, or for reasons beyond BaseLinker's control, in particular:
- (a) lack of cooperation by the User;
 - (b) providing false or incomplete information or data by the User;
 - (c) for underlying reasons on the side of External Service Providers.
- 7.9. If in a given Settlement Period more than 25% of the requests made by the User are unfounded, the User will be obliged to pay remuneration for the provision of services by BaseLinker in connection with these requests at the hourly rate of EUR 50 net for each commenced hour.
- 7.10. The User acknowledges and agrees that BaseLinker will be able to access the Account and the User's data stored within the Account - to the extent necessary for the proper provision of Technical Support.

8. Implementation Services

The provisions of the [appendix to these Terms](#) apply to the Implementation Services.

9. Using other Electronic Services

BaseLinker Printer

- 9.1. BaseLinker enables Users who have an Account to use BaseLinker Printer. Using BaseLinker Printer requires:
- (a) having a device with access to the Internet and an installed web browser, through which the User uses the Account - fees for using the data transmission service are paid by the User to the appropriate telecommunications operator according to tariffs set by the operator,
 - (b) having a printer connected to the operating system of the device used by the User when using the Account.
- 9.2. To use BaseLinker Printer, the User having an Account should:
- (a) add an integration called "BaseLinker Printer" to the Account,
 - (b) install BaseLinker Printer on the device with which the User uses the Account,
 - (c) generate a printing key in the Account, copy it to the clipboard and paste it in the BaseLinker Printer panel, and then save the settings in the Account.
- 9.3. BaseLinker Printer allows the User to print documents or exports from the Account without having to download them to the hard drive.
- 9.4. The User is obliged to protect the printouts against unauthorized access on their own.

BaseLinker Caller

- 9.5. BaseLinker enables Users who have an Account to use BaseLinker Caller. Using BaseLinker Caller requires:
- (a) having a mobile device with access to the Internet and an installed web browser,
 - (b) meeting the technical requirements specified for BaseLinker Caller on the Google Play Store platform,
 - (c) connecting to the Account via the telecommunications network and using the data transmission service or launching wireless links - fees for using the data transmission service are paid by the User to the appropriate telecommunications operator according to tariffs set by the operator.
- 9.6. To use BaseLinker Caller, the User having an Account should:
- (a) add an integration called "Android" to the Account, and then enter and save the information about the phone(s),
 - (b) install the application on a mobile device, launch the application, and scan the QR code containing the API token provided on the Account or Employee Profile in the settings of the added "Android" integration,
 - (c) give BaseLinker Caller the relevant permissions, in particular, permissions to access contacts display, view photos and record video, access the call history, create and manage calls, display BaseLinker Caller above other applications.
- 9.7. BaseLinker Caller allows displaying information related to the telephone number establishing a connection with the User (customer data, information about the last order, and its status).

BaseLinker Caller does not allow you to add, delete, edit, or search data, or go directly from BaseLinker Caller to the Account.

- 9.8. The User may stop using BaseLinker Caller at any time by removing it from the mobile device in a manner standard for the given version of the operating system installed on the mobile device.
- 9.9. **Blog.** As part of the Website, the User receives access to the Blog maintained by BaseLinker, where BaseLinker publishes e.g. information about Electronic Services and offers of its business partners.
- 9.10. **Electronic Services Communications.** Through the System or e-mail correspondence, BaseLinker may send the User messages regarding Electronic Services, including messages regarding the availability of new functionalities, modules, and plugins for the System, changes in the System infrastructure, errors and failures of the Website, educational materials and instructions for using Electronic Services, changes to the Terms or other documents made available on the Website, and surveys regarding the operation of the System or its elements.
- 9.11. **Newsletter.** Users may receive a Newsletter not containing commercial information. It contains substantive and educational content regarding the System or services provided by BaseLinker, related entities or BaseLinker's business partners, made available by BaseLinker free of charge.
- 9.12. Electronic Services (other than BaseLinker Caller) may not be available on mobile devices.

§ 3. Enterprise Users

The provision of the System and the provision of Electronic Services to Enterprise Users is subject to additional terms and conditions specified in [appendix to the Terms](#). The provisions of this appendix modify the provisions of the Terms and take precedence over them.

§ 4. Intellectual Property

1. License Terms

For the duration of the Agreement, BaseLinker grants the User a territorially unlimited, and non-exclusive License to use the System, for their intended purpose, without the right to grant further licenses (without prejudice to the rights of Employee Profile users). The License entitles the User to temporarily multiply the System entirely on an electronic device and in any form by display and use, and in relation to BaseLinker Caller and BaseLinker Printer - also by storing, for the purpose of online sales.

2. Other terms and conditions

- 2.1. The System, Electronic Services and their content are the exclusive property of BaseLinker or third parties who have granted BaseLinker the relevant authorization to use them, and with the exception of the License, the User is not entitled to any rights to them. Elements of open-source software have been implemented into the System and are distributed within the System in accordance with the terms of the license specifying the rules of their exploitation.
- 2.2. The User is obliged to comply with the terms and conditions of using the Electronic Services specified in the Terms, including the rules of the license for the use of open source software included in the Electronic Services, if specified in the Terms. The User acknowledges that failure to comply with the above obligation may result in infringement of author's economic rights and compensatory liability by the User in this respect.

§ 5. Payments

1. Amount of Fees

- 1.1. The User is obliged to pay the Fees due in accordance with the Terms.
- 1.2. The Fees specified in the Price List are given at the net rate, to which VAT must be added in the amount applicable at the time of issuing the VAT invoice.
- 1.3. If the User has more than one Account, BaseLinker may sum the volumes of these Accounts (e.g. the number of offers) and calculate Fees for the Package appropriate to the summed volumes.
- 1.4. It is not possible to change the Package from a higher to a lower one.

2. Fee Payment Methods

- 2.1. The settlement of payments for Fees takes place after the end of the full Settlement Period. In the event of the deletion or suspension of the Account during the Settlement Period, BaseLinker may consider that the Electronic Service was provided free of charge as part of the satisfaction guarantee.
- 2.2. The User is obliged to pay the due Fees in the amount and in the currency specified in the Price List within 14 days after the end of the Settlement Period.
- 2.3. The User may pay the Fees by selecting from the available payment methods:
 - (a) fast transfer as part of Online Payments,
 - (b) in an automated manner through Recurring Payments,
 - (c) via P24, Stripe, or another payment operator provided by BaseLinker.
- 2.4. Making payments by using payment methods other than those specified in this point is allowed only with the express consent of BaseLinker, otherwise, BaseLinker may refund the payment amount to the User and request payment in accordance with the Terms.
- 2.5. Selecting Recurring Payments results in the automatic payment of the amounts resulting from the Terms due for subsequent Settlement Periods until the User suspends or deletes the Account or resigns from this payment method.
- 2.6. By connecting a debit or credit card, the User declares that they are its legal holder and entitled to consent to charging it with Fees.
- 2.7. The User may opt out of Recurring Payments - via the Account - at any time, with the proviso that the cancellation of these payments will not apply to the current Billing Period.
- 2.8. In the absence of funds in the bank account to which the payment card is linked, the charge will be made three times after 3, 10, and 14 days.

3. Invoice and late payment

- 3.1. The User authorizes BaseLinker to issue and deliver an electronic invoice without the User's signature to the Account or in the form of a link to the invoice to the e-mail address assigned to the Account. Notwithstanding the preceding sentence, BaseLinker may issue a paper (traditional) invoice, in particular, in the event of technical problems with issuing electronic invoices.
- 3.2. The User is not entitled to set off, withhold or suspend payments of amounts due to BaseLinker under the Agreement.
- 3.3. In the event of delay in any payment due to BaseLinker under the Agreement, BaseLinker has the right to charge interest for delay in the maximum statutory amount.

- 3.4. BaseLinker may contact the User (including the telephone number provided when registering the Account) to remind him/her about overdue payments.

4. Costs of using Solutions

The Fees do not include or cover the costs of using Solutions.

§ 6. Privacy and security

1. Data processing

- 1.1. The User entrusts BaseLinker with the processing of personal data provided by the User on the Website based on the personal data processing agreement constituting an [appendix to the Terms](#).
- 1.2. The User is obliged to provide its representatives and employees who help with the execution of the Agreement with an information clause on the processing of their personal data by BaseLinker, available at <https://baselinker.com/en-GB/gdpr-notice/>.
- 1.3. The deletion of the Account is associated with the deletion of data entrusted by the User, in accordance with the agreement on entrusting the processing, constituting an [appendix to the Terms](#). The User should periodically independently archive the data stored in the Account, and in particular should archive it before its deletion, suspension, or assignment. BaseLinker is not responsible for the consequences of the lack of such archiving.
- 1.4. The User is responsible for updating the data stored in the Account, in particular the tax identification number and permanent place of business.

2. Verification

- 2.1. In case of doubts as to the identity of the person communicating with BaseLinker on behalf of the User who has rights to a specific Account, BaseLinker may conduct verification of the identity - by means of a one-time verification transfer to the value of 1 in the currency of the User's previous settlements to the bank account indicated by BaseLinker, by submitting a document confirming identity (copy of ID card, copy of a document with name and surname, e.g. electricity bill, telephone invoice), or in another way indicated by BaseLinker. In the case of verification by transfer - the User's data must be the same as the data assigned to the bank account from which the transfer is made; once the verification is completed, the transfer amount will be automatically returned to the User's account.
- 2.2. In case of doubts as to the authenticity of the data provided by the User in the Account, BaseLinker will request the User to substantiate their authenticity; otherwise, BaseLinker may use the existing data for the settlement, or suspend access to the Account.

3. User obligations

- 3.1. The User is obliged to use the Electronic Services in compliance with the Terms and the law and not disrupt or threaten to disrupt the functioning of the Website, the System or its part, in particular, they may not attempt to break the System's security.
- 3.2. The User may not use solutions that automate the use of Electronic Services (scripts, bots, robots, etc.), excluding solutions using the official BaseLinker API (<https://api.baselinker.com>).
- 3.3. In the event of actions taken against the System resulting in excessive load on the System's infrastructure, BaseLinker may take steps to secure the stability of the infrastructure. In particular:
 - (a) in the case of excessive use of mass operations, these operations will be properly queued;

- (b) if the number of queries to the BaseLinker API is exceeded, BaseLinker may block the API, and then the User must repeat the query.
- 3.4. In the event of abuse referred to in point 3.2 or 3.3 above, BaseLinker may, in particular, block the BaseLinker API - depending on the severity of the abuse for 1 hour or for one Business Day, and in the case of repeated abuses, depending on the severity of the abuse - for 7 days or permanently.

4. Analytics

BaseLinker may use data related to online sales by Users using the System (e.g. regarding the number of products, transactions, and customers) for analytical or statistical purposes, except for the personal data of the Users' clients. BaseLinker may share the results of the analyses referred to in the preceding sentence to third parties only in aggregated form in a way that prevents the recipients of these analyses from assigning data to individual Users. This limitation does not apply to cases where the data is made available at the User's request or is necessary to ensure settlements between BaseLinker and External Service Providers.

§ 7. Complaints

1. How to submit a complaint

- 1.1. The User has the right to submit a complaint regarding Electronic Services via the contact form available on the Account or via e-mail: contact@baselinker.com.
- 1.2. In the complaint notification, under pain of the complaint being left unconsidered, you must indicate in total (a) information and circumstances regarding the subject of the complaint, including a description of the facts constituting the basis for the complaint, information regarding the Electronic Service that is the subject of the complaint, the moment of occurrence of the complaint premise and the moment of obtaining information about the complaint premises; (b) determining the preferred method of bringing the Electronic Services into compliance with the Terms; and (c) identification and contact details of the User submitting the complaint, in particular, the e-mail address assigned to the Account (unless the complaint is submitted via the form available in the Account).
- 1.3. If this enables or significantly facilitates the consideration of the complaint, BaseLinker may ask the User to provide additional information or present a substantive position on the complaint within the time limit indicated by BaseLinker, and in the event of an ineffective deadline, BaseLinker is entitled to refuse to consider the complaint.

2. Handling complaints

- 2.1. The deadline for submitting a complaint expires, depending on which of the following events occurs first: (a) after 60 days from the occurrence of the reason for the complaint, or (b) after 20 days from the moment of obtaining information about the reason for the complaint.
- 2.2. BaseLinker will consider the User's complaint no later than within 30 days of submitting the complaint. The deadline for considering the complaint may be extended by the waiting time for additional information or for the User to present a substantive position on the complaint in accordance with point 1.3 above. The complaint settlement will be sent to the User at the e-mail address assigned to the Account or via the Account.
- 2.3. If the complaint procedure provided for in this § 7 of the Terms has been exhausted, the User has the right to pursue claims on general terms.

- 2.4. The procedure set out in this paragraph also applies to complaints regarding invoices issued by BaseLinker, however, in the case of a complaint regarding a part of the invoice, the User is obliged to pay the undisputed part of the debt resulting from the invoice.

§ 8. Liability

1. BaseLinker's liability

- 1.1. BaseLinker is liable for damages caused intentionally by the non-performance or improper performance of the Electronic Service, excluding lost profits, as well as indirect damages (e.g. costs of proceedings or legal advice, costs of audits, inventory or loss of data, costs resulting from interruptions in activity, costs of substitute performance, damages or contractual penalties paid by the User to third parties, etc.). BaseLinker's liability under warranty is excluded.
- 1.2. BaseLinker is not responsible for the posting of unlawful content by the User, in particular, content that violates the intellectual property rights of third parties or their personal rights, is contrary to good practice, or violates the law. In the event of receiving an official notification or reliable information about the unlawful nature of the content posted by the User using the System, BaseLinker may limit access to such content or remove it.
- 1.3. BaseLinker shall not be liable for failures, errors or incidents caused by the Solution, in particular, resulting from defects, lack of access to the API, or information and guidelines of the External Service Provider or the User regarding this Solution (its updates) or lack thereof.
- 1.4. BaseLinker shall not be liable for the User's damages resulting from the legal or tax solutions adopted by him/her, including solutions regarding invoices, receipts, VAT rates (e.g. issuing personal receipts, sending invoices or receipts by e-mail, fiscalization on a fiscal printer). The User is obliged to consult any such solutions with a competent advisor.
- 1.5. BaseLinker is not a party to agreements between the User and the Providers of External Services integrated with the System, or agreements between the User and its clients, or an intermediary in relations between the User and External Services Providers or clients. BaseLinker shall not be liable for damages resulting from the non-performance or improper performance of the agreements in question.
- 1.6. BaseLinker is not liable to the User:
- (a) to the extent to which the User contributed to the occurrence or increase of the damage;
 - (b) to the extent that the damage was repaired by a third party;
 - (c) to the extent to which the damage was caused by changes in the law or the issuance of a decision or ruling by a body, institution, court, or tribunal;
 - (d) to the extent that the damage was caused by reasons beyond BaseLinker's control, in particular, the occurrence of force majeure;
 - (e) to the extent to which the damage was caused as a result of BaseLinker taking steps to secure the stability of the System's infrastructure.
- 1.7. BaseLinker's total liability towards the User for any reason is limited to the amount of the last Subscription paid by the User in the Settlement Period preceding the notification to BaseLinker of the damage.

2. Force Majeure

- 2.1. BaseLinker is not liable to the User to the extent that the damage was caused by reasons beyond BaseLinker's control, in particular, the occurrence of force majeure.

- 2.2. Force majeure circumstances are considered to be the occurrence of extraordinary external events impossible or almost impossible to predict, the effects of which could not be prevented, which prevent the proper performance of obligations under the Agreement, the occurrence or effects of which prevent or significantly impede the performance of the Agreement in accordance with its provisions, and the cost of protecting against their effects would be disproportionate to the possible benefits, in particular: a) flood, drought, earthquake, or other natural disasters; b) epidemic or pandemic; c) terrorist attack, hacker attack, civil war, riot, state of emergency, war (regardless of territory), threat of war or preparation for war, imposition of sanctions, embargo or severance of diplomatic relations; d) nuclear, chemical or biological contamination, sonic boom; e) enactment of legislation or action taken by a government or public authority, including prohibition or failure to grant the necessary consent or permission; f) collapse of buildings, fire or explosion; (g) failure or interruption in the delivery of IT systems or services of BaseLinker's reputable suppliers.
- 2.3. In the event of force majeure circumstances, BaseLinker is obliged to immediately notify the User, if possible. If, as a result of a delay resulting from force majeure, the performance of the Agreement would become meaningless for the User, the User may terminate the Agreement by notifying BaseLinker thereof by the date of termination of the force majeure events.

§ 9. Final Provisions

1. Duration

- 1.1. These Terms remain binding as long as the User uses a given Electronic Service, and then - to the extent resulting from the nature of the rights and obligations arising from the Terms, in particular, until the end of the limitation periods for any claims related thereto.
- 1.2. Any of the Parties may, at any time and without giving any reason, terminate the given Agreement.

2. Amendments to the Terms

- 2.1. BaseLinker reserves the right to amend the Terms at any time.
- 2.2. In the event of amendments to the Terms, BaseLinker will provide the consolidated text of the Terms by publishing it on the Website or via a message sent to the User to the e-mail address assigned to the Account, which BaseLinker and the User consider as entering information about the amendment of the Terms into the means of electronic communication in such a way that the User can read its content. Amendments to the Terms come into force within 14 days from the date of making the consolidated text of the amended Terms available to the User. If the User objects to the proposed amendments, the User must stop using the System and delete the Account before the amendments to the Terms come into force. Continued use of the Account after the amended Terms enter into force is tantamount to their acceptance.

3. Assignment

Without prejudice to the other provisions of the Terms, each of the Parties may transfer the rights and obligations under the Agreement to a third party.

4. Partial invalidity

If any provision of the Terms is found to be invalid, ineffective or unenforceable, in whole or in part, this will not affect the validity, effectiveness, or enforceability of the remaining provisions of the Terms. The Parties to the Terms hereby agree to replace such a provision with another provision negotiated in good faith which, as far as possible, achieves the original purpose of the Parties to the Terms. The Parties to the Terms hereby declare that in the event of any invalidity of individual provisions of the Terms, it would be concluded without these provisions.

5. Law and jurisdiction

- 5.1. In matters not covered by the Agreement, the generally applicable laws in Poland shall apply.
- 5.2. The competent court for disputes between BaseLinker and the User arising from or related to the Agreement is the court of local jurisdiction for BaseLinker's seat.

§ 10. Country-specific provisions

1. Introduction

- 1.1. If the User is based or resides in the country listed below, the provisions specified below shall apply to them.
- 1.2. In the event of discrepancies between this paragraph and the other provisions of the Terms, the provisions of this paragraph shall apply.

2. Poland

The User declares that they are not a consumer within the meaning of art. 385(5) of the Civil Code and art. 7aa of the Consumer Rights Act.