

## TERMS OF THE BASE ACADEMY

### ARTICLE 1

#### GENERAL PROVISIONS

1. These Base Academy Terms (the '**Terms**') constitute a legally binding agreement between you ('**you**' or the '**User**') and BaseLinker sp. z o.o. with its registered office in Wrocław at Plac Solny 15, 50-062, entered into the register of businesses of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register, under KRS no. 0000795513, tax id. no. (NIP) 8971868567, business id. no. (REGON) 383907714; e-mail: academy@base.com ('**BaseLinker**'), whose object includes the conditions of the use of Electronic Services within the Base Academy (defined below). Please read carefully the Terms and contact us if you have questions or comments to their content.
2. By accepting the Terms, and in relation to those Users who have not created an Account – by using the Website, you declare that you have read, understood and agree to abide by all of these Terms. If you do not agree to all of these conditions or do not have the legal capacity to be bound by them, you should not use the Website.

### ARTICLE 2

#### DEFINITIONS AND INTERPRETATION

1. The terms used in the Terms have the following meaning:
  - a) **Base Academy** – an educational programme based on materials regarding the use of the BaseSystem and its functionalities, consisting of Courses and Webinars or other Electronic Services, organised by BaseLinker, available via the Website.
  - b) **Certificate** – a certificate issued by BaseLinker confirming successful completion of a given Course, containing information about the User, e.g. (i) completed level of the Course, (ii) User's first and last name, (iii) individual ID number, (iv) date of the issue, QR code and link that allows the verification of its authenticity. The certificate is generated in PDF form and available at the Account.
  - c) **Account** – a set of resources in the BaseLinker's ICT system marked with an individual name (login) and password provided by the User, allowing the User to use Courses made available by BaseLinker on the Website.
  - d) **Courses** – educational courses available on the Website containing training materials related to the Base System, with different levels of advancement and thematic scope, divided into units (chapters) ending with a quiz (test) on the issues contained in a given chapter.
  - e) **Newsletter** – an Electronic Service consisting in free-of-charge periodic transfer to the Users to the e-mail address indicated by them of information in the form of an electronic message containing educational content and, upon their prior consent, also commercial and marketing information about services provided by BaseLinker.



- f) **Base System** – software for handling online sales via different sales channels available in the SaaS (Software as a Service) model and provided by BaseLinker, available at <https://base.com/> after logging in to the user's account.
  - g) **Website** – websites as well as any other forms of communication, communication channels, mobile version or social media connected or otherwise related to each other, within which the Base Academy operates.
  - h) **Electronic Services** – services provided electronically within the meaning of the Polish Act of 18 July 2002 on the provision of services by electronic means (Journal of Laws no. 144, item. 1204, as amended) by BaseLinker to the User in accordance with the Terms, consisting in granting continuous access to the Website, Account, Courses available within the Account and Webinars, as well as other services available within the Base Academy via the Website.
  - i) **Webinars** – online training organised by BaseLinker and conducted in real time with the use of webcast technology or made available as a recording of audiovisual material on the Website.
2. Whenever the provisions of these Terms refer to a consumer, it is understood as a natural person being a consumer in the meaning assigned by the provisions of the applicable laws.

### ARTICLE 3

#### ELECTRONIC SERVICES WITHIN THE WEBSITE

1. On the basis of the Terms, the following Electronic Services are provided free of charge:
  - a) Website;
  - b) Account;
  - c) Courses;
  - d) Webinars;
  - e) Newsletter.
2. In the scope of Electronic Services, the agreement specified in the Terms is valid from the moment of its execution (Account activation) until its termination (Account deletion), without prejudice to claims arising during its term.
3. The Account allows the User to gain access to Courses at any time. Gaining access to individual Courses may depend on passing all tests and obtaining a Certificate (Certificates) within another Course (other Courses).
4. Courses contain educational and training materials. Courses are divided into units (chapters), each chapter ends with a test on the knowledge of the thematic scope determined in a given chapter (quiz). Tests are carried out in accordance with the principles set out in Article 5. Passing all tests results in obtaining a Certificate.
5. BaseLinker may introduce changes to the scope of Courses by adding, removing or modifying the Course or test (quiz), and may also introduce additional requirements for passing a given Course – adequate to the level of advancement.



6. Access to Webinars is possible by participation in real time after registration via the form available on the Website or by selection of audiovisual material constituting a recording of the completed Webinar made available on the Website, regardless of having an Account or an account in the Base System.
7. A real-time Webinar takes place via the ClickMeeting programme, which the Participant may use via a link sent to the e-mail address indicated by them through a web browser.
8. BaseLinker may provide the possibility to interact with the speaker or other Users through chat communication.
9. BaseLinker can record, make available and archive the course of the Webinar, to which the User gives consent by accepting the Terms.
10. BaseLinker reserves the possibility to make changes to the Webinar programme or technical conditions of its organisation or to cancel the Webinar for important reasons, which will not constitute a violation of the Terms.
11. Users who are interested in receiving commercial information about the Website or other services provided by BaseLinker receive selected information within the Newsletter. The User has the possibility to use the Newsletter by providing their e-mail address in the registration form available on the Website and granting consent to sending commercial information. The User may at any time withdraw consent to receiving commercial information from BaseLinker and thus resign from the Newsletter.

#### **ARTICLE 4**

##### **REGISTRATION AND USE OF THE ACCOUNT**

1. The User may start using the Account after completing the following steps:
  - a) filling in the registration form and accepting the provisions of the Terms;
  - b) clicking the 'Register' button (or a button with a similar wording);
  - c) after receiving the link to the e-mail address indicated in the registration form – clicking the link and setting a password;
  - d) logging in to the Account with the use of the login (e-mail) and password provided by the Customer at the time of the Account registration.
2. As a result of clicking the 'Register' button, the agreement specified in the Terms is made between the User and BaseLinker and the Account assigned to the User is created.
3. The User is obliged in particular:
  - a) to provide in the Account registration form true, accurate, current and necessary data, and in the case of their change, to immediately update the data, including personal data;
  - b) to use Electronic Services in a manner consistent with the Terms and not disrupting the functioning of the Website;



- c) not to provide or transmit within Webinars any content that is contrary to the provisions of law or the principles of social coexistence, in particular content violating copyrights of third parties or their personal rights;
  - d) not to take actions such as: (i) sending or posting on the Website or via the platform through which the Webinar is organised unsolicited commercial information or posting any content violating the applicable provisions of law (prohibition of posting illegal content); (ii) undertaking IT activities or any other activities aimed at obtaining information not intended for the User, including other Users' data, or interfering with the principles or technical aspects of the Website functioning; (iii) unauthorised modification of the content provided by BaseLinker, in particular those provided on the Website.
- 4. The User is liable for the correct and safe management of the Account password, in particular, they should:
  - a) set a unique and reliable password to the Account;
  - b) refrain from storing the login and password to the Account in the browser;
  - c) refrain from sharing the login and password with another person;
  - d) immediately request the Service Provider to block the Account in a situation where they suspect or identify the use of the login and password by an unauthorised third party.
- 5. The User may cease the use of Electronic Services at any time by deleting the Account. Deleting the Account results in the deletion of all of the User's data and information from the Website, including information about the ongoing or completed Courses. The Account cannot be restored.
- 6. Communication with the User on matters related to the Website takes place with the use of contact details provided by the User during the registration. The User is obliged to immediately update them in the 'Your profile' tab or by sending BaseLinker a notification to the e-mail address indicated in Article 1 above. BaseLinker will inform Users in particular about updates of the Website, including those concerning security measures, necessary to maintain the compliance of the digital content or digital service with the agreement specified in the Terms.
- 7. There are minimum technical requirements, whose fulfilment is necessary to use the Website and Webinars, i.e. having a computer or another device connected to the Internet with a minimum capacity allowing smooth refresh of websites, with a minimum screen resolution of 1280 x 720 pixels, equipped with a modern web browser, e.g. (a) Chrome 94 and higher, (b) Firefox 93 and higher, (c) Edge 94 and higher, (d) Safari 14 and higher, (e) Opera 80 and higher, which supports Java Script and allows saving cookies.

In order to use Electronic Services, the User must have a valid/active e-mail address and device enabling the correct completion of electronic forms and the receipt of content posted on the Website.
- 8. By using the Website, you declare and guarantee that:
  - a) you have legal capacity and the capacity to perform legal acts and you agree to comply with these Terms;
  - b) you are not a minor in the jurisdiction where you live;
  - c) all information or data sent by you, provided both during the registration and the subsequent use of the Website, are true, accurate, up-to-date and complete;



- d) all declarations submitted by you are true;
  - e) you will keep the information and data provided up-to-date and, if necessary, you will immediately update them;
  - f) you will not gain access to the Website in an automatic or non-human manner, including via a bot or script;
  - g) you will not use another User's accounts and you will not make available your account to other persons;
  - h) you will not copy the content provided by BaseLinker within the Website or Webinar for commercial purposes without obtaining the BaseLinker prior written consent;
  - i) you will not use the Website for any illegal or unauthorised purpose.
9. If the representations and guarantees determined in section 8 are violated or found to be untrue, inaccurate, out of date or incomplete, we have the right to block or delete your Account and to refuse any current or future use of the Website (or any of its part).
10. We reserve the right to remove, recover or change the chosen User name if we state at our sole discretion that such User name is inappropriate, obscene or otherwise objectionable.

## **ARTICLE 5**

### **AUTOMATED DECISION-MAKING**

1. The Website may apply the automated decision-making process with significant effect, in the scope resulting from the provisions of the Terms pursuant to Article 6(1)(b) in connection with Article 22(2)(a) of the GDPR. A significant effect consists in an automatic evaluation of answers provided during the knowledge tests, which affects their final result and the possibility of obtaining a Certificate, and which is necessary for the proper provision of Electronic Services.
2. The rules for making decisions are the criteria for evaluating individual tests, made available within the Website. As a rule, these are questions that require ticking or giving the correct answer or arranging the answers in the correct order. After the completion of the test, the correct answers are shown. Obtaining the Certificate depends on passing all tests by obtaining the required number of points, i.e. the appropriate percentage of correct and incorrect answers (70% unless indicated otherwise).
3. In relation to automated decision-making with significant effect, you have the right to obtain human intervention from BaseLinker as the data controller, to express your own position and to contest this decision. In the remaining scope, decisions with significant effect are not made solely on the basis of automated processing.
4. Receiving the Certificate is not tantamount to the confirmation by BaseLinker of the ability to use the Base System or obtaining by the User any qualifications or awarding an academic degree or title, as well as it does not result in establishing a partnership or cooperation with BaseLinker. The User who has received the Certificate is not entitled to use the designation of the BaseLinker partner, authorised partner, certified expert or similar designations, without prejudice to separate agreements between BaseLinker and the User.
5. The deletion of the Account results in the removal and cancellation of the Certificate.

## ARTICLE 6

### INTELLECTUAL PROPERTY

1. Unless specified otherwise, all source code, databases, functionality, software, website designs, audio, video, text, photos and graphics or similar items provided within Electronic Services, in particular within the Website, Webinars or Newsletter (collectively referred to as the '**Content**'), as well as trademarks, service marks and logos, slogans and mottoes included therein (the '**Marks**') are our property or are licensed by us; they are also protected by copyrights and industrial property rights, as well as Terms on combating unfair competition applicable in Poland, other jurisdictions and international conventions.
2. The Content and Marks are provided 'as is' on the Website only for informational purposes, personal use and own professional education. Except as expressly set out in these Terms and their provisions or in any other binding agreement with us, no part of the Website, Content or Marks may be copied, reproduced, aggregated, republished, sent, publicly displayed, coded, translated, transmitted, distributed, sold, licensed or otherwise used for any purpose not related to your own education, including for commercial purposes, without our explicit prior consent expressed in the form of a document.
3. BaseLinker grants you a non-exclusive licence, without any right of sub-licence, to use works within the meaning of the Polish Act of 4 February 1994 on copyright and related rights (Journal of Laws no. 24, item 83), made available by BaseLinker in the course of the provision of Electronic Services (including content posted on the Website or in the Newsletter or made available within the Webinar), in accordance with their intended use, only for personal use and own professional education, with the reservation that the Certificate may be used for professional activities conducted by you. The licence is granted only for the term of the agreement specified in the Terms, without territorial restrictions. The licence entitles the User to temporarily reproduce works by displaying them, and in relation to the Certificate also by disseminating the work in such a manner that everyone is able to access it at a place and time chosen by them.
4. We reserve all rights not expressly granted to the User with respect to the Website, Content and Marks.

## ARTICLE 7

### MODIFICATIONS AND DISRUPTIONS

1. To the fullest extent permitted by law, we will not be liable towards you or third parties for any modifications of the Content, or for the suspension or cessation of the Website.
2. The Website or the Newsletter may contain information containing typographical errors, inaccuracies or omissions, including descriptions, availability and various other information. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information on the Website or in the Newsletter at any time without prior notice.
3. We cannot guarantee that the Website will always be available. We may encounter problems related to the operation of the server, hardware or software or carry out maintenance, modernisation or extension of the Website, which will result in interruptions, delays or errors in its operation.

## **ARTICLE 8**

### **CLAIMS AND COMPLAINTS**

1. All complaints should be sent to the BaseLinker address indicated in Article 1 above, by e-mail or post.
2. A correctly submitted complaint should include:
  - a) your first and last name, and in the case of other entities – the company name;
  - b) correspondence address and e-mail address that have been used for the registration;
  - c) description of the complaint (e.g. to what extent the Service has not been provided correctly);
  - d) condition expected after positive consideration of the complaint.
3. Complaints will be considered within 30 days from their receipt. The answer will be sent to the e-mail address provided by you.
4. We may request you to provide information necessary to consider the complaint, specifying a deadline not shorter than 7 days and the scope of the required information, with the instruction that failure to complete the request within the prescribed deadline will result in the complaint not being considered. After the expiry of the prescribed deadline the complaint will not be considered.
5. Consumers have the possibility to use out-of-court procedures for considering complaints and pursuing claims. If you want to use such a procedure, please contact us so that we could propose a procedure appropriate to your case.

## **ARTICLE 9**

### **LIABILITY**

1. Similarly as in the case of using any other medium or browsing the Internet, the User should use their best judgement and, where appropriate, exercise caution while using the Website.
2. BaseLinker is not liable for the User's inability to use Electronic Services for any reason, in particular due to the incompatibility of the User's digital environment with technical conditions indicated in Article 4(7) of these Terms, or for damage resulting from the use of Electronic Services by Users contrary to the Terms.
3. The services are provided with the utmost care, however BaseLinker is not liable for the results of using them, including the User's actions that they decide to take with the use of knowledge obtained on the basis of materials available on the Website, including after receiving the Certificate.
4. BaseLinker is not liable towards third parties for acts or omissions of Users who have received the Certificate, related to the operation, implementation or another form of use of the Base System by Users.
5. To the extent permitted by law, the BaseLinker liability is limited up to the amount of USD 100, while BaseLinker is not liable for lost profits (*lucrum cessans*).
6. Information presented in the Content does not constitute business, accounting, tax or legal advice.

## ARTICLE 10

### DISPUTE RESOLUTION

1. Claims of any kind brought by you or by us will be filed or pursued in the Republic of Poland, and the Parties hereby agree and waive all defences of lack of personal jurisdiction and *forum non conveniens* with respect to the place and jurisdiction in the Republic of Poland, unless another jurisdiction results directly from the content of the legal relationship that connects them.
2. The court competent for disputes between BaseLinker and the User that is not a consumer arising from or related to the agreement specified in these Terms is the court having jurisdiction over BaseLinker.
3. The User being a consumer has the possibility to use out-of-court procedures for considering complaints and pursuing claims before the Permanent Consumer Arbitration Court at the Provincial Inspector of the Trade Inspection in Wrocław. Information on how to access the above-mentioned mode and procedures for resolving disputes can be found at the following address: <https://wiih.ibip.wroc.pl/>, in the 'Consumer disputes' tab.
4. Consumers may also submit a complaint via the ODR platform: <http://ec.europa.eu/consumers/odr/>. The ODR platform is also a source of information on the forms of out-of-court resolution of disputes that may arise between entrepreneurs and consumers.

## ARTICLE 11

### WITHDRAWAL FROM THE AGREEMENT

1. The provisions of this Article take precedence over the other provisions of the Terms and apply only to Users being consumers.
2. If you are a consumer, you may exercise the 14-day right to withdraw from the agreement (*ex tunc*) specified in the Terms made as a result of the Account registration.
3. Detailed information for persons entitled to withdraw from the agreement:
  - a) you have the right to withdraw from the agreement within 14 days without giving any reason;
  - b) the deadline for the withdrawal from the agreement expires after 14 days from the execution of the agreement through the Account registration;
  - c) to exercise the right to withdraw from the agreement, inform us about your decision to withdraw from the agreement by an unequivocal statement (e.g. e-mail), using contact details provided in Article 1(1) above;
  - d) you may use the template below, it is recommended but not mandatory;
  - e) to meet the deadline for the withdrawal from the agreement, it is sufficient for you to send us information regarding the exercise of your right to withdraw from the agreement before the expiry of the deadline for the withdrawal from the agreement.
4. The agreement withdrawal form template that can be copied and filled in only if you wish to withdraw from the agreement is as follows:





Addressee: BaseLinker sp. z o.o., Plac Solny 15, 50-062 Wrocław, KRS no.: 0000795513, e-mail: academy@base.com.

I, [first and last name], user of the Base Academy account assigned to the e-mail address: [e-mail address on which the Account has been created], [full postal address], inform BaseLinker about the withdrawal from the agreement for the provision of Electronic Services within the meaning of the Terms of the Base Academy, made on [date of the Account registration].

[Signature of the User being a consumer (if the form is sent in paper version).]

[Date]

5. Consequences of the withdrawal from the agreement: in the case of withdrawal from the agreement specified in the Terms, it is considered not to be made in the scope in which it concerns the provision of Electronic Services. The withdrawal does not apply to and does not affect the conditions of the use of the Website, in particular the level of protection of our intellectual property. The withdrawal results in the deletion of the Account.
6. The consumer does not have the right referred to in sections 2 and 3 above in cases specified in the Polish Act of 30 May 2014 on consumer rights (Journal of Laws of 2020, item 287, as amended), in particular with regard to agreements for the delivery of digital content which is not recorded on a tangible medium, if the provision of the service has commenced upon the consumer's explicit consent before the expiry of the deadline for withdrawal from the agreement and after the submission to them of a notification by the entrepreneur (BaseLinker) about the loss of the right to withdraw from the agreement.

## ARTICLE 12 AMENDMENTS TO THE TERMS

1. BaseLinker has the right to amend the provisions of the Terms or to terminate the Terms at any time, and in relation to Users being consumers – for important reasons, in particular in the following cases:
  - a) change in the scope of the Electronic Services provided in accordance with the Terms;
  - b) amendment to the law governing the provision of Electronic Services by BaseLinker or the provision of other services, affecting mutual rights and obligations specified in the agreement made between the User and BaseLinker, or amendment to the interpretation of the above provisions of law as a result of judgments of courts or decisions, recommendations or guidelines of authorities or bodies competent in a given scope;
  - c) adjustment to legal provisions or content of obligations imposed by state authorities or institutions;
  - d) change in the method of providing Electronic Services due to technical or technological reasons (including update of technical requirements);
  - e) change in the scope or method of providing Electronic Services to which the provisions of the Terms apply, by introducing by BaseLinker new functionalities or Electronic Services covered by the Terms (including the paid ones), or modifying or withdrawing the existing functionalities or Electronic Services;
  - f) improving the provision of Electronic Services and support for Users;



- g) change in the scope or method of providing services by entities cooperating with BaseLinker as a result of introducing by these entities new functionalities or services, or modifying or withdrawing the existing ones, affecting the mutual rights and obligations between the User and BaseLinker;
  - h) extraordinary change in relationships;
  - i) safety considerations;
  - j) editorial changes.
- 2. BaseLinker may amend the Terms without meeting the deadline referred to above, including with immediate effect, if:
  - a) it is subject to a legal or regulatory obligation under which it is obliged to amend the Terms in a manner that prevents it from meeting the above-mentioned notification period;
  - b) it must counteract an unforeseen and immediate threat to Users, including fraud, malware, spam, data breach or other cybersecurity threats.
- 3. The amendment to the Terms becomes effective within the deadline indicated by BaseLinker, not shorter than 14 days from the moment of notifying Users about the amendments and making the amended Terms available to them by sending the Terms to the e-mail address assigned to the account of a given User or in the form of internal correspondence sent directly to the User's Account, which is understood by BaseLinker and the User as entering the information about the amendment into the means of electronic communication in such a manner that the User can read its content. In the case of amendments to the Terms, BaseLinker will provide the consolidated text of the Terms by publishing it on the Website.
- 4. The User has the right not to accept the amendments to the Terms and in such a case they may delete the Account before the date of entry into force of the amended Terms. If the Account is not deleted within this deadline, it is assumed that the User has accepted the amendments without reservations.

#### **ARTICLE 13 FINAL PROVISIONS**

- 1. The agreement specified in these Terms is made for an indefinite period of time. You can terminate the agreement with immediate effect at any time by deleting your Account. in the case of repeated or gross violation of the Terms by you, BaseLinker may terminate your agreement with immediate effect by deleting your Account and refuse to re-establish the Account.
- 2. These Terms and all rules of operation published by us on the Website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms will not be construed as a waiver of such a right or provision.
- 3. The Terms are made available free of charge on the Website in the form that enables obtaining, reproduction and recording them in any form. The User may save the Terms on any medium.
- 4. 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, will reflect the original intention of the parties to the Terms.



The parties to the Terms hereby declare that in the case of determining invalidity of individual provisions of the Terms, the Terms would be established without these provisions.

5. The transfer by the User of rights or obligations arising from or related to the performance of the agreement specified in the Terms, in particular the assignment of the Account or change of data in the content of the Certificate, is not allowed without the BaseLinker prior consent expressed in the form of a document under pain of nullity.
6. The provision of the Service is unlimited in time, subject to the provisions set out below. These Terms remain binding until you use Electronic Services, and then – in the scope resulting from the nature of rights and obligations arising from these Terms, in particular until the end of the limitation periods for possible claims related to them.
7. These Terms are subject to the Polish law and the jurisdiction of Polish courts, unless the provisions of law stipulate otherwise.