



BASE.COM TERMS OF SERVICE

Section 1. General Provisions

1.1. Scope and Acceptance

1.1.1. These Base.com Terms of Service ("**Terms**") govern your access to and use of the Base.com software-as-a-service platform and the related services described below. These Terms constitute a legally binding agreement between you (the "**Customer**") and Base.

1.1.2. The following appendices are incorporated into and form an integral part of these Terms:

- [Terms and Conditions for Implementation Services](#)
- [Terms and Conditions for Enterprise Customers](#)
- [Data Processing Addendum](#)

1.1.3 By accepting these Terms, the Customer agrees to be bound by them, including all incorporated appendices.

1.1.4 If there is a conflict or inconsistency between these Terms and any other document forming part of the Agreement, the following order of precedence applies, in descending order: (a) any order form or individually negotiated agreement signed by both Parties; (b) the Data Processing Addendum, in respect of the processing of personal data; (c) the Terms and Conditions for Enterprise Customers, in respect of Customers to which they apply; (d) the Terms and Conditions for Implementation Services, in respect of Implementation Services; (e) these Terms; and (f) the Price List. A lower-ranking document prevails over a higher-ranking one only where it expressly states that it derogates from that document and identifies the provision concerned.

1.2. 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):

"Account" means a set of resources within Base's information and communications technology (ICT) system, identified by an individual email address and password issued to the Customer, through which the Customer accesses the System.

"Additional Fees" means fees, other than Subscription Fees, payable for use of the Services.

"Agreement" means the agreement between Base and the Customer for the provision of the Services, consisting of these Terms and, where applicable, any additional documents, together with any amendments made from time to time.

"Base" means a contracting party being BaseLinker sp. z o. o. [LLC] registered at Pl. Solny 15, 50-062 Wrocław, Poland, company ID: 0000795513, TIN: PL8971868567; e-mail: contact@base.com.

"Base Caller" means a mobile application for Android (version 7 or higher), forming an integral part of the System, that is installed on a mobile device and, once connected to an Account or Employee Profile through a Base API token, displays information about orders associated with the caller's phone number.

"Base Printer" means a desktop application, forming an integral part of the System, that enables printing of documents or exports generated by the System.

"Billing Period" means the recurring monthly period for which Fees are calculated, beginning on the date of Account activation; Parties may agree on a different specification of the Billing Period.

"Blog" means the blog maintained by Base and made available on the Website.

"Business Days" means any day other than a Saturday, Sunday, or other day on which banking institutions in the State of Delaware are authorized or obligated by applicable law or executive order to close.



“Customer” means any individual, corporation, partnership, limited liability company, or other entity that uses the Services. The Services – including use of the System – are intended solely for business and professional use; individuals using the System for personal, family, or household purposes are not eligible to become Customers.

“Employee Profile” means a profile for an additional user of an Account, with a limited scope of authorization.

“Fees” means Subscription Fees and Additional Fees, together or separately, as the context requires.

“Implementation Service” means the services provided by Base to configure, set up, and prepare the System for a Customer's use, including any related onboarding work, the specific scope of which is set out in an offer, order form, or agreement between Base and the Customer.

“Integrated Platform” means any software, application, system, website, platform, online store, API integration, or similar IT solution owned, administered, or operated by an Integrated Service Provider or by the Customer.

“Integrated Service Provider” means a provider of a third-party service integrated with the System, e.g. a marketplace, shipping carrier, ERP system, accounting system, e-wholesaler, or fulfillment provider.

“License” means the non-exclusive license granted by Base to the Customer to access and use the System, for the Customer's own internal business purposes, within the scope and for the duration set out in these Terms or other agreement.

“Online Payment” means a payment method under which the amount due to Base for a given Billing Period is paid by online transfer (quick transfer) through a payment gateway.

“Parties” means Base and the Customer, together or separately, as the context requires.

“Price List” means the fees payable by the Customer to Base for the Services (including access to the System), or the method for calculating such fees. The Price List forms part of these Terms. Base may make the Price List available in any manner it considers appropriate, including by publishing it on the Website or by electronic notice to the Customer. Any amendment to the Price List will be made in accordance with the rules governing amendments to these Terms.

“Plan” means a tier of System functionality offered by Base for a corresponding Subscription Fee, as specified in the Price List.

“Recurring Payment” means a payment method, enabled at the Customer's request, under which Base automatically charges the payment card designated by the Customer for the amount due for each Billing Period.

“Services” means access to the System, together with any other services provided by Base to the Customer under the Agreement.

“Subscription Fees” means the fees payable to Base for the License to use the System.

“System” means the software under name “Base” made available by Base to the Customer on a software-as-a-service (SaaS) basis, under the License and in accordance with the Agreement.

“Technical Support” means the Service through which Base provides remote assistance to the Customer with errors or malfunctions in the System and provides guidance and instructions regarding using the System.

“Trial Period” means the period during which use of the System is free of charge, allowing the Customer to evaluate the System. Base may, at its discretion, extend the Trial Period for a given Customer.

“Website” means the website operated by Base at www.base.com, through which the System is offered.

1.3. Customer Covenants

1.3.1. By entering into the Agreement, the Customer represents and warrants that it has read and agrees to these Terms and all appendices, and that it has the right, power, and authority to enter into a valid and binding Agreement. If the Agreement is entered into by a person acting on the Customer's behalf, that person represents and warrants that they are authorized to bind the Customer, and that such authorization remains in full force and effect.



1.3.2. These Terms and the Services are intended solely for Customers that are businesses with the legal capacity to enter into binding contracts. By accepting these Terms, the Customer represents and warrants that it is acting in the capacity of a business, that it has such legal capacity, and that the Agreement is entered into for business or professional purposes. Accordingly, the Customer agrees that any consumer protection rights or remedies that might otherwise apply do not apply to the Agreement.

1.3.3. The Customer agrees to:

(a) use the System and the Services in compliance with applicable law and in accordance with generally accepted good practices; the Customer is solely and fully responsible for its use of the System and the Services, and for all acts and omissions of the Customer and any person to whom the Customer has granted access to an Account or Employee Profile;

(b) use the System and the Services only in connection with the Customer's own online sales activity, or that of a third party for whom the Customer is acting, provided that such third party has granted the Customer appropriate authorization to act on its behalf;

(c) not use the System's resources or functionality in any manner that would harm Base's interests, including by reselling the Services or providing services substantially similar to the Services made available to the Customer under these Terms;

(d) provide true, accurate, and current information in the Account, and promptly update such information – including personal data – if it changes;

(e) not post, upload, or transmit any unlawful content on the Website, including content that infringes the intellectual property rights or other rights of any third party, or that otherwise violates applicable law or accepted standards of conduct; and

(f) not attempt to access information not intended for the Customer, including data belonging to other users of the Website, and not interfere with the operation, security, or technical functioning of the Website.

Section 2. Services

2.1. Account Registration and Use

2.1.1. To begin using an Account, the Customer must complete the registration form with true and current information, accept these Terms, and review the Privacy Policy. Clicking the "Try for Free," "Register," or similarly labeled button forms the Agreement between the Customer and Base and creates an Account for the Customer.

2.1.2. An Account may not be registered using login credentials already associated with another Account.

2.1.3. The Customer is responsible for the proper and secure management of its Account password. In particular, the Customer should: (a) use a unique, strong password for the Account; (b) avoid storing the Account login and password in a browser; (c) not share its login or password with any other person; and (d) immediately notify Base and request suspension of the Account if it suspects or discovers that its login and password have been used by an unauthorized third party.

2.1.4. The Customer may update its information in the Account settings. Base may request supporting documentation to verify a data change, including documentation confirming a change to the Customer's registration information; if such documentation is not provided, Base may suspend the Account.

2.1.5. The Customer may grant its employees, associates, or representatives the right to use the Account by creating an Employee Profile linked to the Account. Creating an Employee Profile requires a separate login and password (distinct from the main Account's credentials) and a defined scope of permissions. The Customer is solely responsible for the consequences of any permissions it grants to an Employee Profile. These Terms apply to an Employee Profile in the same manner as they apply to the Account.

2.1.6. An Employee Profile's settings may be changed, and an Employee Profile may be deleted, only by a user logged in to the Account, or to an Employee Profile with sufficient permission to do so.



2.2. Suspension and Deletion of the Account

2.2.1. The Customer may suspend its Account at any time, for any reason or no reason, by selecting the appropriate option in the Account settings.

2.2.2. Base may suspend the Account, block access to the Base API, or suspend other Services if: (a) the Customer fails to activate the Account following the end of the Trial Period – until the Customer logs in and activates the Account; (b) the Customer is late in paying any Fees or other amounts owed to Base or any Base affiliate – until payment is made in full; (c) Base suspects unauthorized access to the Account – until the grounds for that suspicion no longer exist; (d) the Customer breaches these Terms or any other agreement with Base – until the Customer remedies the breach within the period specified by Base; (e) the Customer may have violated applicable law in its use of the Account – until the Customer demonstrates that no such violation has occurred and no risk of violation remains.

2.2.3. An Account will be permanently deleted if it remains suspended for: (a) six (6) months, where the suspension resulted from the Customer's failure to activate the Account following the Trial Period; or (b) twelve (12) months, in all other cases.

2.2.4. The Customer may request deletion of its Account at any time, for any reason or no reason, by contacting Technical Support.

2.2.5. While an Account is suspended, use of the System is restricted and data synchronization is paused. Suspension does not alter the Account's settings or delete any data stored in it.

2.2.6. A deleted Account cannot be restored and results in deletion of the data the Customer has submitted to Base. The Customer is responsible for periodically archiving the data stored in its Account on its own, and should in particular do so before the Account is deleted, suspended, or transferred. Base is not responsible for any consequences resulting from the Customer's failure to do so.

2.2.7. Base may contact the Customer during a period of Account suspension, or for sixty (60) days following deletion of the Account, to determine the reason for the suspension or deletion and to request the Customer's feedback on the System or the Services.

2.3. System Access and Availability

2.3.1. To use the System, the Customer must have an Account and a device and internet connection meeting the following minimum requirements: a computer or other device connected to the internet, with sufficient bandwidth to load and refresh web pages without significant delay; a minimum screen resolution of 1280 x 720 pixels; and one of the following web browsers, kept up to date: Chrome (version 94 or higher), Firefox (version 93 or higher), Edge (version 94 or higher), Safari (version 14 or higher), or Opera (version 80 or higher), with JavaScript enabled and cookies allowed.

2.3.2. The Trial Period begins upon registration of the Account and allows the Customer to use the System free of charge for a limited time.

2.3.3. At any time during or after the Trial Period, and until the Account is deleted by Base, the Customer may activate the Account by clicking the "Activate" button or a similarly labeled button in the Customer's dashboard. Once activated, continued use of the System is subject to the fees set out in the Price List.

2.3.4. By connecting an integration with an Integrated Platform to its Account, the Customer consents to the flow of data between Base and the Integrated Platform – including data entered by the Customer into the System or the Integrated Platform, and data generated through the Customer's use of either. A Customer that does not consent to this data flow should disconnect the relevant integration. Integrated Service Providers process information, including personal data, as independent, separate controllers, and not on Base's behalf. Any request the Customer submits through an integration is the Customer's own instruction regarding the processing of that information, including personal data, within the System.

2.3.5. Base may perform maintenance work, including work to fix or prevent technical failures, which may temporarily limit the functionality of, or suspend, the Services. Base will notify the Customer of scheduled maintenance through the



Account. Any resulting limitation or unavailability of Services is included within the Subscription Fees and does not entitle the Customer to any reduction or refund.

2.3.6. Certain elements of the System may be labeled "BETA" or similarly and made available to some or all Customers while still in development and testing. Such elements: (a) may not function properly; (b) may have reduced or limited functionality; (c) may lack certain features; (d) may be removed from the System by Base at any time; and (e) are not subject to, and Base is not responsible for meeting, any parameters or standards set out in an applicable SLA. BETA elements are made available before they are complete, in order to allow Customers to test them prior to official release.

2.4. Technical Support

2.4.1. A Customer may request Technical Support on Business Days by submitting a request through the contact form available after logging into the Account, indicating the nature of the request by selecting the appropriate option from the list provided.

2.4.2. For the avoidance of doubt, Technical Support does not include: (a) programming services; (b) modifying or servicing the System, Base Printer, or Base Caller, including adding modules or functionalities or changing source code; (c) configuring an Integrated Platform, configuring any element that is intended to be self-configured or modified by the Customer, or configuring an Integrated Platform of an Integrated Service Provider; (d) providing support to the Customer's own clients; (e) failures or errors resulting from the Customer's changes to settings of the Services, and in particular the System, that are not accessible to the Customer through the standard Account panel available to all Customers, where the Customer obtained such access other than through the ordinary functionality of the Services; (f) failures or errors resulting from the Customer's failure to meet the Technical Requirements set out in Section 2.3.1; (g) failures, errors, or configuration changes involving the Customer's Integrated Platforms or Integrated Service Providers; or (h) legal, tax, accounting, or business advice. No communication provided as part of Technical Support should be construed as legal, tax, accounting, or business advice.

2.4.3. When requesting Technical Support, the Customer should describe the issue clearly and provide all information reasonably necessary or useful for Base to address the request.

2.4.4. Responding to a request for Technical Support may require the Customer's cooperation, including that the Customer: (a) provide Base with accurate and complete information reasonably necessary to address the request; (b) remain available while the request is being addressed and respond promptly to Base's questions; and (c) follow Base's instructions and, where necessary to address the request, provide Base with access to the Customer's relevant IT infrastructure.

2.4.5. Base will use commercially reasonable efforts to address each request as promptly as possible. Response times may be longer where a request involves multiple issues, is complex or unusual, or is delayed for reasons outside Base's control, including: (a) the Customer's failure to cooperate; (b) the Customer's provision of false or incomplete information; or (c) circumstances attributable to an Integrated Service Provider.

2.4.6. The Customer acknowledges and agrees that, to the extent necessary to properly provide Technical Support, Base may access the Account and any Customer data stored in it.

2.5. Use of Other Services

2.5.1. Base makes Base Printer available to Customers with an Account. Using Base Printer requires: (a) a device with internet access and an installed web browser, through which the Customer accesses the Account – data transmission fees are the Customer's responsibility and are payable to the Customer's telecommunications provider at that provider's applicable rates; and (b) a printer connected to the operating system of the device the Customer uses to access the Account. To use Base Printer, a Customer with an Account should: (a) add the "Base Printer" integration to the Account; (b) install Base Printer on the device used to access the Account; and (c) generate a printing key in the Account, copy it, paste it into the Base Printer settings, and save the settings in the Account.

2.5.2. Base makes Base Caller available to Customers with an Account. Using Base Caller requires: (a) a mobile device with internet access and an installed web browser; (b) meeting the technical requirements specified for Base Caller on the Google Play Store; and (c) connecting to the Account over a telecommunications network, using either mobile data



or Wi-Fi – data transmission fees are the Customer's responsibility and are payable to the Customer's telecommunications provider at that provider's applicable rates. To use Base Caller, a Customer with an Account should: (a) add the "Android" integration to the Account and enter and save the relevant phone number(s); (b) install the application on a mobile device, launch it, and scan the QR code containing the API token shown in the Account or Employee Profile settings for the "Android" integration; and (c) grant Base Caller the necessary permissions, including permissions to view contacts, photos, and video, access call history, create and manage calls, and display over other applications. The Customer may stop using Base Caller at any time by uninstalling it from the mobile device using the standard method for the device's operating system.

2.5.3. As part of the Website, the Customer has access to the Blog maintained by Base, where Base publishes materials such as information about the Services and offers from its business partners.

2.5.4. Base may send the Customer messages relating to the Services through the System or by email, including messages about new functionalities, modules, or plugins for the System; changes to the System's infrastructure; errors or outages affecting the Website; educational materials and instructions for using the Services; changes to these Terms or other documents made available on the Website; and surveys about the System or its features.

2.5.5. Customers may receive a Newsletter containing substantive and educational content about the System or about services provided by Base, its affiliated entities, or its business partners. The Newsletter is provided free of charge and does not contain commercial or promotional content.

2.5.6. Some Services, other than Base Caller, may not be available on mobile devices.

Section 3. Intellectual Property

3.1. License Terms

For the term of the Agreement, Base grants the Customer a worldwide, non-exclusive, non-sublicensable license to use the System for its intended purpose (without limiting the rights of Employee Profile users to use the System as provided in these Terms). The License permits the Customer to temporarily reproduce the System, in whole, on an electronic device and in any form, through display and use, and – with respect to Base Caller and Base Printer – also through storage, in each case for purposes of the Customer's online sales activity.

3.2. Intellectual Property Rights

3.2.1. Base owns the System, exclusively and in its entirety, together with all Services and content made available through it. Other than the License granted under Section 3.1, the Customer acquires no ownership interest, license, or other right in or to the System, the Services, or their content.

3.2.2. The Customer grants Base a limited, non-exclusive license to use the Customer's name, trademarks, logo, and website address on Base's website and in its promotional and marketing materials, solely to identify the Customer as a current or former user of the System or the Services. The Customer may withdraw this license at any time by notifying Base.

Section 4. Payments

4.1. Fees

4.1.1. The Customer shall pay all Fees owed under these Terms. Prices listed in the Price List are exclusive of tax; applicable taxes will be added at the rate in effect at the time of billing.

4.1.2. Base may change its rates or the method used to calculate Fees at any time, including by discontinuing a previously offered discount, and will notify the Customer of any such change as described in the Terms. A Customer on a higher Plan may not downgrade to a lower Plan.

4.1.3. The Subscription Fee is calculated based on the usage volumes and other factors set out in these Terms or the Price List. Base may review the Account, to confirm that the Customer is paying the correct amount. Base will give the Customer reasonable prior notice of a review, except where Base reasonably suspects deliberate under-reporting. If such review reveals an underpayment, the Customer must pay the shortfall, together with interest at the statutory rate.



Base may also charge an additional fee of up to 30% of the Subscription Fee for the Billing Period in which the underpayment occurred, to cover the cost of conducting the review.

4.1.4. Accounts may be connected to one another in various ways, including through shared personal details, a shared sales channel, a shared account on an Integrated Platform, a shared API connection, or similar indicators. If Base determines that two or more Accounts are so connected, Base may charge all such Accounts the Subscription Fee applicable to the highest Plan among them, or Subscription Fees based on their combined usage volume, whichever method Base uses to determine the applicable Plan. Base may exercise this right regardless of whether the connected Accounts belong to the same Customer or different Customers, and regardless of whether any such Account has since been suspended or deleted.

4.1.5. The Fees do not include or cover the costs of using the Integrated Platforms.

4.2. Payment Methods

4.2.1. Fees are settled after the applicable Billing Period. If an Account is deleted or suspended during a Billing Period, Base may treat the Service provided during that period as having been provided free of charge, as part of Base's satisfaction guarantee. The Customer must pay all Fees due, in the amount and currency specified in the Price List, within fourteen (14) days after the end of the applicable Billing Period.

4.2.2. The Customer may pay Fees using any of the following methods: (a) instant transfer through Online Payment; (b) automatic payment through Recurring Payment; or (c) Stripe or another payment processor made available by Base. The Customer may not use any other payment method without Base's express consent; if a payment is made using an unauthorized method, Base may return the payment to the Customer and require the Customer to pay again using an approved method.

4.2.3. Once the Customer selects Recurring Payment, amounts due for each subsequent Billing Period will be charged automatically until the Customer suspends or deletes the Account or discontinues this payment method. By linking a debit or credit card to the Account, the Customer represents that it is the lawful holder of that card and is authorized to consent to charges for the Fees. The Customer may discontinue Recurring Payment at any time through the Account; however, such discontinuation will not apply to the Billing Period already in progress at the time of cancellation.

4.2.4. If sufficient funds are not available in the bank account linked to the Customer's payment card, Base will attempt to charge the card again three (3), ten (10), and fourteen (14) days after the initial attempt.

4.2.5. If any payment due to Base is subject to withholding or a tax deduction, the Customer must increase that payment so that, after the withholding or deduction is applied, Base receives the same amount it would have received if no withholding or deduction had been required.

4.3. Invoicing and Late Payment

4.3.1. The Customer authorizes Base to issue and deliver invoices either through the Account or by sending a link to the invoice to the email address associated with the Account. Notwithstanding the foregoing, Base may issue a paper invoice, including where technical issues prevent the issuance of an electronic invoice. The Customer may not set off, withhold, or suspend any payment owed to Base under the Agreement.

4.3.2. If any payment owed to Base under the Agreement is late, Base may charge interest on the overdue amount at the statutory rate.

Section 5. Data and Security

5.1. Data Processing

5.1.1. Base processes personal data provided by the Customer on the Customer's behalf, in accordance with the Data Processing Addendum, which is incorporated into these Terms as an appendix.

5.1.2. The Customer must provide its representatives and employees who assist with performance of the Agreement with the privacy notice describing Base's processing of their personal data, available at <https://base.com/en-US/gdpr-notices/>.



5.1.3. The Customer is responsible for keeping the information in its Account current, including its tax identification number and its principal place of business.

5.2. Verification

5.2.1. If Base has doubts about the identity of a person communicating with Base on behalf of the Customer with respect to a specific Account, Base may verify that person's identity by one or more of the following methods: (a) a one-time verification transfer, in the amount of 1 unit of the currency previously used by the Customer for payments, to a bank account designated by Base; (b) submission of a document confirming identity, such as a copy of a government-issued ID or a document showing the person's name, such as a utility bill or phone invoice; or (c) any other method designated by Base.

5.3. Customer Obligations

5.3.1. The Customer must use the Services in compliance with these Terms and applicable law, and must not disrupt, or attempt to disrupt, the operation of the Website, the System, or any part of it. Without limiting the foregoing, the Customer may not attempt to circumvent or breach the System's security.

5.3.2. The Customer may not use scripts, bots, or other tools that automate use of the Services, except through the official Base API (<https://api.base.com>).

5.3.3. If the Customer engages in conduct described in Sections above, Base may block the Customer's access to the Base API. Depending on the severity of the conduct, such a block may last one (1) hour or one (1) Business Day; in the case of repeated conduct, depending on severity, the block may last seven (7) days or be permanent.

5.3.4. If activity directed at the System results in an excessive load on Base's infrastructure, Base may take steps to protect the stability of that infrastructure, including by: (a) placing excessive mass operations into a queue for orderly processing; and (b) blocking access to the Base API if the applicable rate limit for API requests is exceeded, in which case the Customer must resubmit the request once access is restored.

Section 6. Complaints

6.1. How to Submit a Complaint

6.1.1. The Customer may submit a complaint regarding the Services through the contact form available in the Account or by email at contact@base.com.

6.1.2. To be considered, a complaint must include: (a) a description of the facts and circumstances giving rise to the complaint, including the Service to which the complaint relates, when the event giving rise to the complaint occurred, and when the Customer became aware of it; (b) the Customer's identifying and contact information, including the email address associated with the Account, unless the complaint is submitted through the form available in the Account. A complaint that does not include this information may be left unaddressed.

6.1.3. If doing so would enable or meaningfully assist Base in considering the complaint, Base may ask the Customer to provide additional information or a further explanation of its position, within a time period specified by Base. If the Customer does not respond within that period, Base may decline to consider the complaint.

6.2. Handling Complaints

6.2.1. A complaint must be submitted by the earlier of sixty (60) days after the event giving rise to the complaint, or twenty (20) days after the Customer becomes aware of that event.

6.2.2. Base will address the Customer's complaint within thirty (30) days after it is submitted; this period may be extended to account for time spent awaiting additional information or a further explanation from the Customer. Base will send its decision on the complaint to the email address associated with the Customer's Account, or through the Account.

6.2.3. If the Customer has exhausted the complaint procedure set out in this Section 6, the Customer retains the right to pursue any other available legal remedies.



6.2.4. This procedure also applies to complaints concerning invoices issued by Base; however, if a complaint relates only to part of an invoice, the Customer must pay the undisputed portion of the amount due. The Price List itself is not subject to complaint.

Section 7. Liability

7.1. Base's Liability

7.1.1. To the extent permitted by applicable law, Base will not be liable for any indirect, incidental, special, consequential, or exemplary damages arising out of or relating to the Services (however arising, including negligence), including but not limited to damages for lost profits, lost data, costs of proceedings or legal advice, costs of audits or inventory, costs resulting from interruptions in business activity, costs of substitute performance, or damages or contractual penalties paid by the Customer to third parties, even if Base has been advised of the possibility of such damages.

7.1.2. Base is not responsible for the posting of unlawful content by the Customer, in particular, content that violates the intellectual property rights of third parties or their personal rights, is contrary to accepted standards of conduct, or violates the law. Base has no obligation to monitor content posted by the Customer. If Base receives a notice that complies with the requirements of applicable law, or is otherwise sufficient to identify the content and the basis on which it is alleged to be unlawful, or if Base otherwise obtains actual knowledge that content is unlawful, Base may remove or disable access to that content and will notify the Customer where permitted to do so.

7.1.3. Base shall not be liable for failures, errors or incidents caused by the Integrated Platform, in particular, resulting from defects, lack of access to the API, or information and guidelines of the Integrated Service Provider or the Customer regarding that Integrated Platform (or its updates) or lack thereof.

7.1.4. Base shall not be liable for the Customer's damages resulting from the legal or tax solutions adopted by it, including solutions regarding invoices, receipts, tax rates (e.g. issuing personal receipts, sending invoices or receipts by e-mail, fiscalization on a fiscal printer). The Customer is obliged to consult any such solutions with a competent advisor.

7.1.5. Base is not a party to agreements between the Customer and the Integrated Service Provider, or agreements between the Customer and its clients, or an intermediary in relations between the Customer and the Integrated Service Providers or clients. Base shall not be liable for damages resulting from the non-performance or improper performance of the agreements in question.

7.1.6. Base is not liable to the Customer: (a) to the extent to which the Customer 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 Base's control, in particular, the occurrence of force majeure; (e) to the extent to which the damage was caused as a result of Base taking steps to secure the stability of the System's infrastructure.

7.1.7. Base's total liability towards the Customer for any reason is limited to the total Subscription Fees paid by the Customer in the three (3) months preceding the notification to Base of the damage.

7.1.8. THE SYSTEM AND SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, BASE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7.2. Force Majeure

7.2.1. Base is not liable to the Customer to the extent that the damage was caused by reasons beyond Base's control, in particular, the occurrence of force majeure.

7.2.2. 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 Base's reputable suppliers.

7.2.3. In the event of force majeure circumstances, Base is obliged to immediately notify the Customer, if possible. If, as a result of a delay resulting from force majeure, the performance of the Agreement would become meaningless for the Customer, the Customer may terminate the Agreement by notifying Base thereof by the date of termination of the force majeure events.

Section 8. Final Provisions

8.1. Duration

8.1.1. These Terms remain in effect for as long as the Customer uses any Service, and thereafter to the extent required by the nature of the rights and obligations they create – including, in particular, until the expiration of the applicable statute of limitations for any related claims.

8.1.2. The Customer may terminate the Agreement at any time, for any reason or no reason, by deleting its Account. Termination takes effect on deletion of the Account. The Customer remains liable for all Fees accrued up to the effective date of termination.

8.1.3. Base may terminate the Agreement at any time, for any reason or no reason, by giving the Customer fourteen (14) days' prior written notice, sent to the email address associated with the Account or delivered through the Account. Termination by Base under this Section does not limit Base's rights to suspend or delete the Account under Section 2.2.

8.2. Amendments to the Terms

8.2.1. Base may amend these Terms at any time. If Base does so, it will make the amended Terms available to the Customer by publishing them on the Website or by sending the Customer a message to the email address associated with the Account, in a manner that allows the Customer to access and review their content. The amended Terms take effect fourteen (14) days after they are made available to the Customer in this manner.

8.2.2. If the Customer does not agree to an amendment, the Customer must stop using the System and delete its Account before the amendment takes effect. If the Customer continues to use the Account after the amended Terms take effect, the Customer will be deemed to have accepted them.

8.2.3. This Section applies in the same manner to any change to the Price List.

8.3. Severability

If any provision of these Terms is found to be invalid, unenforceable, or ineffective, in whole or in part, the remaining provisions will continue in full force and effect. The Parties agree to replace any such provision with a valid provision that, to the greatest extent possible, achieves the original intent of that provision. The Parties confirm that they would have entered into the Agreement even without any provision later found invalid, unenforceable, or ineffective.

8.4. Notices

8.4.1. Base may give any notice under the Agreement to the Customer by email to the address associated with the Account, by message delivered within the Account, or, where these Terms so provide, by publication on the Website. A notice sent by email or delivered within the Account is deemed received on the day it is sent; a notice published on the Website is deemed received on the day of publication.



8.4.2. The Customer may give any notice under the Agreement to Base by email to contact@base.com or in writing to Base's registered address set out in Section 1.2. A notice to Base is deemed received on the Business Day on which it is delivered, or on the next Business Day if it is delivered outside ordinary business hours.

8.4.3. Each Party is responsible for keeping its notice details current. A notice sent to the details most recently notified by a Party is effective even if not actually received, where the failure to receive it results from that Party's failure to update those details.

8.5. Governing Law and Jurisdiction

8.5.1. The Agreement shall be governed by Delaware law, without regard to its conflict-of-laws principles.

8.5.2. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Delaware for any disputes arising from or related to the Agreement, and each Party waives any objection to such venue.

8.6. Assignment

8.6.1. The Customer may not assign or transfer the Agreement, or any of its rights or obligations under it, without Base's prior written consent. Any purported assignment or transfer in breach of this Section is void.

8.6.2. Base may assign or transfer the Agreement, in whole or in part, to an affiliate or in connection with a merger, reorganization, or sale of all or substantially all of the assets or business to which the Agreement relates, on notice to the Customer.

8.6.3. The Agreement binds and benefits the Parties and their respective permitted successors and assigns.

8.7. No Waiver

8.7.1. No failure or delay by a Party in exercising any right or remedy under the Agreement operates as a waiver of that right or remedy, and no single or partial exercise of any right or remedy prevents any further exercise of it or of any other right or remedy.

8.7.2. A waiver is effective only if given in writing, and applies only to the right, breach, or occurrence expressly identified in it.

8.8. Survival

8.8.1. Termination or expiry of the Agreement does not affect any right, remedy, obligation, or liability that has accrued as at the date of termination or expiry.

8.8.2. The following survive termination or expiry of the Agreement: Section 1.2 (Definitions), Section 3.2 (Intellectual Property Rights), Section 4 (Payments) in respect of amounts accrued before termination, Section 6 (Complaints), Section 7 (Liability), and this Section 8, together with any other provision that by its nature is intended to survive.