

## TERMS OF THE "50% DISCOUNT" PROMO

These Terms of the "50% DISCOUNT" promo define the promotional terms for the provision of electronic services by BaseLinker Spółka z ograniczoną odpowiedzialnością [LLC] 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 the number KRS 0000795513, NIP [Tax ID] 8971868567, REGON [National Business Register Number] 383907714; e-mail: contact@baselinker.com ("BaseLinker") consisting in granting access to software for managing online sales for a discounted Fee (respectively, "Promo", "Terms").

In matters not covered by the Terms, in particular, regarding complaints, the provisions <u>BaseLinker Terms</u> ("BaseLinker Terms") shall apply.

The organizer of the promo campaign specified in the Terms is BaseLinker.

## § 1. TERMS AND CONDITIONS OF THE OFFER

- 1. The promo is carried out as part of the Website.
- 2. The Promo entitles to a discount of 50% of the Fees ("**Discount**") for the first Settlement Period. The Discount will be calculated automatically on the invoice for the Settlement Period it applies to.
- 3. The terms and conditions for taking advantage of the Promo are:
  - a) creating an Account and accepting the BaseLinker Terms, and
  - b) activating the Accounts by clicking the "Activate" button, "Activate Fully Paid Account" or a button with a similar meaning, placed in the User's panel, as a result of which further use of the System is payable in accordance with the Price List - before the end of the Test Period, and
  - c) use of the System by the User in accordance with the BaseLinker Terms.
- 4. The Promo does not apply to the second and subsequent Settlement Periods, without prejudice to sec. 6 below.
- 5. BaseLinker may, at its discretion, extend the period for which the Discount is granted to specific or all Users who meet the conditions set out in sec. 3.
- 6. The User may resign from the Promo at any time by submitting a relevant request as part of Technical Support by communicating with BaseLinker via the contact form available after logging into the Account. The provisions of § 5 of the BaseLinker Terms apply directly.
- 7. All requests related to the Promo should be made as part of Technical Support in accordance with the BaseLinker Terms.
- 8. The right to the Discount cannot be transferred to a third party.
- 9. The Promo is valid until revoked. BaseLinker will inform you about the end date of the Promo 7 days before the end of the Promo on the Website.
- 10. The Terms and Conditions of the Promo are combined with the terms and conditions of other campaigns organized by BaseLinker unless otherwise stated in the regulations of those campaigns.
- 11. The Promo does not apply to the Enterprise Users.



## § 2. PERSONAL DATA PROTECTION AND SAFETY

- Detailed rules regarding the processing and protection of personal data are regulated by the <u>Privacy Policy</u>.
- BaseLinker reserves that there may be interruptions or disruptions in the operation of the Promo
  due to modification, repair, or maintenance of the ICT system or BaseLinker software. BaseLinker
  will use its best efforts to limit the negative effects of interruptions or disruptions.
- 3. The User should inform BaseLinker of any perceived interruptions or disruptions in the operation of the Promo as part of Technical Support.

## § 3. FINAL PROVISIONS

- The Terms are the only applicable document defining the rules of the Promo, and all content contained in the promotional materials, including those posted on websites and social media, is for information purposes only.
- 2. The Terms expire for the User after the end of the first Settlement Period, subject to cases where BaseLinker, at its own discretion, extends the period for which the Discount is granted.
- 3. BaseLinker reserves the right to amend the Terms at any time.
- 4. 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. In the event of the User's objection to the proposed amendments, the User should resign from the Promo in accordance with § 1 sec.6. The User's lack of objection to the amendments is tantamount to their acceptance.
- 5. 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.
- 6. The Promo does not constitute a lottery within the meaning of the Polish Act of November 19, 2009, on gambling (Journal of Laws No. 201, item 1540, as amended). The Promo does not constitute an offer or a public promise within the meaning of the Polish Act of April 23, 1964, the Civil Code (Journal of Laws No. 16, item 93, as amended).
- 7. Capitalized terms not otherwise defined have the meaning given in the BaseLinker Terms.
- 8. In the event of discrepancies between the provisions of the Terms and the provisions of the BaseLinker Terms the provisions of the Terms shall prevail.