

TERMS OF THE "REFER AND GAIN" PROMO

These Terms of the "REFER AND GAIN" 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, taking into account the discount for the first Fee actually paid by the referred User (respectively, "**Promo**", "**Terms**").

In matters not covered by the Terms, in particular, in the field of complaints, the provisions [BaseLinker Terms](#) ("**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 terms and conditions for taking advantage of the Promo are as follows:
 - a) only User, i.e. a natural person, a legal person, or an organizational unit without legal personality, who has set up an Account for themselves and accepted the BaseLinker Terms may become a participant of the Promo,
 - b) the User activated 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 access to the System is payable in accordance with the Price List,
 - c) the User uses the System in accordance with the BaseLinker Terms,
 - d) the User recommended the System ("**Referring User**") to a person who is not and has not been a User before, and then this person created an Account and accepted the BaseLinker Terms ("**New User**"),
 - e) when creating an Account, the New User indicated the login of the Referring User in the registration form,
 - f) the New User activated the Account and paid the full amount of the first invoice for access to the System.
3. The Promo entitles the Referring User to a discount to the value of the Fee(s) for access to the System in the amount calculated on the first invoice issued and actually settled by the New User ("**Discount**"). The discount will be calculated automatically for the Settlement Period of the Referring User during which the New User made the payment.
4. If the value of the first invoice issued to the New User is higher than the Subscription of the Referring User for one Settlement Period, the Discount will be calculated for subsequent Settlement Periods.

For example:

If the Subscription of the Referring User for one Settlement Period is EUR 39 net, and the New User who registered the Account with the login of the Referring User settled the first invoice for the Fee(s), the value of which was EUR 149 net, then the Discount will be calculated for four consecutive Settlement Periods, as a result, access to System by the Referring User will be free of charge (a) in

full - for three consecutive Settlement Periods and (b) in part - in the fourth consecutive Settlement Period (assuming that the value of the Fees to be paid by the Referring User is fixed and is EUR 39 net).

5. The Referring User may recommend the System to many New Users, which will accordingly increase the value of the Discount granted to him/her.
6. The discount is not granted when the New User has paid the Fees for a given period in advance or has two or more Accounts. The Referring User cannot recommend the System to him/herself, therefore the Discount is not granted if the New User is the same person as the Referring User.
7. For the avoidance of doubt, the Fees on the basis of which the Discount is calculated apply only to access to the System, in particular, the Subscription Fee, and do not include, for example, fees for implementation services, extended customer support services, promotional services, or programming services provided by BaseLinker.
8. For the avoidance of doubt, participation in the Promo does not entitle the Referring User to request BaseLinker to pay out cash amounts or issue cash equivalents or grant a discount for the use of services other than for the System.
9. The New User is not entitled to any benefits under the Promo.
10. 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.
11. All requests related to the Promo should be made as part of Technical Support in accordance with the BaseLinker Terms.
12. The right to the Discount cannot be transferred to a third party.
13. 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 BaseLinker website.
14. 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. The Terms and Conditions of the Promo are not combined with the terms and conditions of the Affiliate Program Terms.
15. Promo does not apply to the Enterprise Users.

§ 2.

PERSONAL DATA PROTECTION AND SAFETY

1. Detailed rules regarding the processing and protection of personal data are regulated by the [Privacy Policy](#).
2. 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 Referring User should inform BaseLinker of any perceived interruptions or disruptions in the operation of the Promo as part of Technical Support.

§ 3.**FINAL PROVISIONS**

1. 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 in 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. 10. 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.