

## TERMS OF USE

Welcome to Base’s Customer-led Growth Campus (CLG-Campus) – a place to learn, share, collaborate and grow with other marketers (the “**Platform**”). The Platform is operated by Base Tech Inc. and its affiliated companies (collectively referred to as “**Company**”, or “**we**”, “**us**”, “**our**”).

These Terms of Use (the “**Terms**”) form a binding agreement between you and the Company, and they govern your use of the Platform. Please read these terms carefully before using the Platform. By using our Platform, you indicate that you accept and agree to these Terms and to the [Privacy Policy](#) which is an integral part of them. If you do not agree to these Terms in their entirety, you must not use the Platform.

### **KEY POINTS OF THESE TERMS**

The following key points are provided for your reading convenience but do not substitute the full Terms that are provided thereafter.

- You may use the Platform subject to these Terms. Access to and use of the Platform requires registration.
- When you use the Platform, you must comply with our usage instructions, adhere to any applicable law and refrain from using the Platform in any manner prohibited by these Terms. We may implement measures to monitor your activity on our Platform and void your account or block your access to the Platform if we believe it is justified.
- We currently offer a free-of-charge subscription to our Platform. However, we may at any time offer certain services and features in the Platform that are chargeable and begin charging fees for content that was previously free of charge.
- We respect your privacy. Here is a link to our [Privacy Policy](#).
- We allow you to post feedback and comments on courses and interact with other users. You are solely liable for anything you post on the Platform. If you believe another user-posted content on the Platform that violates these Terms, please inform us at [Legal@base.ai](mailto:Legal@base.ai).
- We own and our licensors own all rights, title, and interest in and to the Platform and the content therein. You grant us a license to use anything you post for any purpose we deem fit.
- We respect the intellectual property rights of others and request that our users do the same. You may contact us as described herein if you believe that any content on the Platform infringes your copyrights. See our [copyright policy](#).
- You assume the full and exclusive responsibility for your use of the Platform and reliance on the content therein. We and our staff will not be liable for any direct or indirect damage suffered by you or anyone acting on your behalf, arising from or related to the Platform or the content therein.
- You agree to indemnify us and our staff against any damages, loss, costs, expenses and payments, arising from any third-party claim in connection with your breach of these Terms.
- We may occasionally amend these Terms. Your continued use of the Platform indicates your consent to the amended terms.
- USE OF THE SERVICE IS GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. MOST DISPUTES BETWEEN US WILL BE DECIDED IN ARBITRATION. YOU CAN OPT-OUT OF ARBITRATION UNDER THE TERMS OUTLINED BELOW, IN WHICH CASE DISPUTES WILL BE DECIDED IN COURT.

### **ABOUT THE PLATFORM**

The Platform includes online courses in the field of marketing. Each course’s homepage includes online lessons and additional content such as blog posts, podcasts, and more. In addition, the Platform include job offers uploaded to the Platform by its users.

As a user of our Platform, you may watch, listen to, or read the online courses we offer, take exams, and interact with other users of the Platform. If your organization is an active customer of the Company, you will also have access to our onboarding kits.

### **USE OF THE PLATFORM**

Subject to these Terms, you may access and use the Platform and the content incorporated therein, for personal or internal business use only.

To use the Platform, you must register using your email address and a password. During registration, you will be requested to provide further information, such as your name and gender. Please provide accurate and complete information.

We may implement measures to monitor your activity on our Platform in order to detect misuse of the Platform, misconduct, or fraud. We may void your account or block your access to the Platform, in our sole discretion, if we believe that you have violated these Terms or applicable law, or for any other reason we deem justifies voiding your account or blocking your access.

### RESTRICTIONS ON USE

When you use the Platform, you must comply with these Terms and adhere to any applicable law. You may not (and may not attempt to) –

- use the Platform in a manner that might (i) infringe, violate or misappropriate any third-party rights; (ii) be harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or tortious; (iii) lead to the obtainment of any password or other security related information from any other user; (iv) violate the security of any computer network, account or security encryption codes; or (v) breach any laws, rules, or regulations applicable to the Platform and the content therein; (vi) access, monitor, or copy any content or information of the Platform using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission;
- reverse engineer, decompile, disassemble, or decrypt the Platform, or otherwise attempt to discover the underlying code or structure of the Platform;
- access the Platform to create a similar or competitive platform, product or service, or copy any ideas, features, functions, or graphics of the Platform or the content therein;
- circumvent any limitations imposed on your use of the Platform, or activate or access features or capabilities that are undocumented, not ordinarily accessible, or deactivated on the Platform;
- modify, translate, or create derivative works based on the Platform and the content therein or any part thereof, or reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform and the content therein, except to the extent expressly permitted in these Terms;
- use the Platform to transmit, send or store malicious code, including any worms or viruses;
- use the Platform to collect or store third parties' sensitive information;
- access the Platform, or download or use the content therein, in an automated or mechanized process; or
- burden or interfere with the operation of the systems related to the operation of our Platform.

### PAYMENT FOR USE OF THE PLATFORM

We offer a basic free-of-charge subscription to the Platform.

However, we at any time offer certain services and features in the Platform that are chargeable, and/or begin charging fees for content that was previously free of charge ("**Premium Services**"). These Premium Services will be subject to a subscription fee as presented to you when you purchase a subscription to them.

You may cancel your subscription to a Premium Service at any time. Once you cancel your Premium Services subscription, it will become effective at the end of your current subscription cycle, so long as you send us your cancellation request at least five business days before the end of the current subscription cycle. Otherwise, we may not be able to process your cancellation in time and may charge you for the subsequent subscription cycle. In any event, we will no longer charge you for subscription cycles subsequent to the one during which your subscription was effectively canceled.

If we decide to begin charging for any part of the Service that was previously free of charge, we will inform you of the fees charged for each Premium Service in advance on the Platform. Failing to settle your payments for a Premium Service will prevent you from further using the Platform, notwithstanding any

other remedies available to us under the applicable law. Any changes in our fee schedule will take effect immediately after being posted on the Platform.

## PRIVACY

We respect your privacy. To better understand how we collect and use your information for the purpose of providing you with our services on the Platform, please read our [Privacy Policy](#).

## USERS INTERACTIONS

We allow you to post feedback and comments on the courses you take and interact with other users of the Platform in dedicated forums (collectively, your “**Interactions**”).

You are solely liable for the content of your Interactions. Your Interactions and content may not, in any way:

- be misleading;
- be obscene or crude;
- infringe or violates the intellectual property rights of any third party including copyright, trademark, privacy, publicity, or other personal or proprietary rights.;
- be defamatory or harm a third party’s good name;
- harm a third party’s privacy or personally identify an individual without obtaining said third party’s prior consent;
- be insulting, hostile, threatening or rude;
- racist or otherwise unlawful; or
- encourage the commission of a criminal offense.
- Include reference to tobacco, illicit drugs and/or drug-related products;
- Adult content (for example, nudity, depictions of sex or characters in explicit or suggestive positions, or depictions of activities that are overly suggestive or sexually provocative);
- Pictures, images or characters of children and minors (under the age of 18);
- Sexism and Gender-related degrading humour;
- Depiction of children in any sexual reference;
- Bad language, slanderous or libellous content;
- Politics (for example, use of real name countries, flags, political issues, political figures, reference to real historic wars and conflicts, etc.);
- Religion (for example, use of real religion signs, symbols, clothing, figures and leaders, religion related buildings or sculptures, degrading humour of religion, content that exploits sensitive religious issues, etc.);
- Gambling, games of chance and contests;
- False content;
- Insensitivity to or discrimination against people based on personal attributes such as race, ethnicity, colour, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition;

If you find other users’ Interactions on the Platform to violate these Terms, please let us know by contacting us at [Legal@base.ai](mailto:Legal@base.ai). We will review your complaint and determine, in our sole discretion, the appropriate steps to take.

## INTELLECTUAL PROPERTY

All rights, title, and interest in and to the Service, including all content therein and all patents, copyrights, trademarks, trade secrets and other intellectual property rights and any goodwill associated therewith, embodied therein or utilized by us in the operation of the Platform, whether such rights are registered

or not, are the exclusive property of the Company and its licensors. This includes the Platform's design, graphics, computer code, algorithms and "look and feel".

You may not, either by yourself or by a third party on your behalf, copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of, the Platform or any part thereof, in any way or by any means.

You may not use any name, mark or logo that is similar to our marks and logos. You must refrain from any action or omission that may dilute or damage our goodwill.

All rights, title and interest in and to your Interactions remain yours. However, by posting your Interactions on the Platform, you grant us an irrevocable, perpetual, world-wide, royalty-free, sub-licensable and assignable license to copy, reproduce, create derivative works of, distribute, broadcast, make available and communicate to the public your Interactions, for any purpose we deem fit.

### **THIRD PARTY LINKS**

The Platform may contain links to third party websites and pages, which are not operated or controlled by the Company. We will not be liable for any direct or indirect damage, financial or otherwise, incurred to you as a result of using or relying on the content of those websites and pages.

### **CHANGES TO OUR PLATFORM AND DISCONTINUATION**

We may, at any time and without prior notice, change the layout, design, scope, features, or availability of our Platform, any of its features, or the content therein. Such changes, by their nature, may cause inconvenience or even malfunctions. YOU AGREE THAT WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR TO ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

We may, at any time and in our sole discretion, discontinue or terminate the operation of our Platform or any part thereof, temporarily or permanently, for all users, or for certain users, without any liability to you.

### **DISCLAIMER OF WARRANTY**

THE PLATFORM IS PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS". WE AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ADVISORS, CONSULTANTS, SUBCONTRACTORS AND ASSIGNEES (COLLECTIVELY, OUR "STAFF") DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND THE CONTENT AVAILABLE THEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRECTNESS, LEGAL COMPLIANCE, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, AVAILABILITY, SAFETY, SECURITY OR ACCURACY. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE PLATFORM OR THE RELIANCE ON ANY CONTENT AVAILABLE THEREIN, IS ENTIRELY, OR TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE PLATFORM WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE, AT ALL TIMES, ACCESSIBLE, AVAILABLE OR IMMUNE TO ERRORS, GLITCHES OR UNAUTHORIZED ACCESS.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR STAFF SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE PLATFORM, OR IN CONNECTION WITH THE RELIANCE ON ANY CONTENT AVAILABLE THEREIN, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT IN THE EVENT OF INTENTIONAL MISCONDUCT OR FRAUD, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY AND ITS STAFF, FOR ANY AND ALL DAMAGES ARISING FROM OR RELATED TO THESE TERMS, OR THE PLATFORM OR CONTENT

AVAILABLE THEREIN, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, IS LIMITED TO THE SUBSCRIPTION FEES YOU PAID US (IF ANY) IN THE TWELVE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO OUR LIABILITY.

### **INDEMNITY**

You agree to indemnify, defend, and hold harmless us and our Staff at your own expense, from, and against, any damages, loss, costs, expenses and payments, including reasonable attorney's fees and legal expenses, arising from any third party complaint, claim, plea, or demand in connection with your breach of any provision or representation in these Terms.

If we seek indemnification from you, we will provide you with (i) prompt written notice of any indemnifiable claim; (ii) all reasonable assistance and cooperation in the defense of such indemnifiable claim and any related settlement negotiations, at your expense; and (iii) exclusive control over the defense or settlement of such indemnifiable claim, provided, however, that we may settle or reach compromise on any such claim without your consent, if and to the extent such settlement or compromise does not impose any liability (monetary, criminal or otherwise) on you. We will have the right to participate, our own expense, in the defense (and related settlement negotiations) of any indemnifiable claim with counsel of our own selection.

### **TERMINATION**

We may, in our own discretion, terminate these Terms in connection with your use of the Platform at any time, by providing an appropriate message through the Platform, by blocking your use of the Platform or by any other manner contemplated by these Terms, if we believe that you have abused your right to use our Platform.

### **GOVERNING LAW AND JURISDICTION**

Regardless of your place of residence or where you access or use the Platform from, these Terms and your use of the Service will be governed by and construed solely in accordance with the laws of the State of California excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of California.

If you have a complaint about the Service or about the Company, please first contact us at [Legal@base.ai](mailto:Legal@base.ai). We will carefully review and consider your complaint.

SUBJECT TO THE EXCEPTIONS BELOW, ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES BETWEEN YOU AND THE COMPANY REGARDING THESE TERMS OR THE PLATFORM, WHICH ARE NOT AMICABLY RESOLVED, SHALL BE SETTLED THROUGH BINDING ARBITRATION (RATHER THAN IN COURT) BY TELEPHONE, ONLINE OR BASED SOLELY UPON WRITTEN SUBMISSIONS WITHOUT IN-PERSON APPEARANCE, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA), UNDER ITS CONSUMER ARBITRATION RULES (WHICH ARE AVAILABLE AT [WWW.ADR.ORG](http://WWW.ADR.ORG)). THE SUBSTANTIVE LAW OF ARBITRATION SHALL BE THE LAWS OF THE STATE OF CALIFORNIA.

JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

HOWEVER, YOU MAY LODGE CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIM QUALIFIES.

THE FEDERAL ARBITRATION ACT AND FEDERAL ARBITRATION LAW APPLY TO THESE TERMS.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THESE TERMS AS A COURT WOULD.

PAYMENT OF FILING, ADMINISTRATION AND ARBITRATOR FEES WILL BE GOVERNED BY THE AAA'S CONSUMER ARBITRATION RULES. THESE FEES WILL BE SHARED AS FOLLOWS: ONE THIRD BY YOU AND TWO THIRDS BY US, UNLESS THE ARBITRATOR: (I) DETERMINES THAT THE CLAIMS ARE FRIVOLOUS, IN WHICH CASE THE CLAIMANT SHALL BEAR ALL SUCH FEES ARISING FROM THE FRIVOLOUS CLAIM; OR (II) DETERMINES THAT THE FEES SHOULD BE ALLOCATED DIFFERENTLY.

THE ARBITRATION WILL BE A CONFIDENTIAL PROCEEDING. NEITHER PARTY WILL MAKE ANY PUBLIC ANNOUNCEMENT OR PUBLIC COMMENT OR RELEASE ANY PUBLICITY CONCERNING THE ARBITRATION

INCLUDING THE FACT THAT THE PARTIES ARE IN DISPUTE, THE EXISTENCE OF THE ARBITRATION OR ANY DECISION OR AWARD OF THE ARBITRATOR. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

YOU MAY OPT-OUT OF THE ABOVE ARBITRATION CLAUSE BY EMAILING US TO [Legal@base.ai](mailto:Legal@base.ai), WITHIN SEVEN (7) DAYS OF YOU ENTERING INTO THESE TERMS FOR THE FIRST TIME, AN OPT-OUT NOTICE THAT IDENTIFIES YOURSELF AND CLEARLY SETS OUT YOUR CHOICE TO OPT OUT OF DISPUTE RESOLUTION BY ARBITRATION. IN CASE OF SUCH OPT-OUT, ANY AND ALL DISPUTES, CLAIMS OR CONTROVERSIES BETWEEN YOU AND US REGARDING THESE TERMS OR THE USE OF THE SERVICE, WHICH ARE NOT AMICABLY RESOLVED, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS IN SAN FRANCISCO COUNTY IN THE STATE OF CALIFORNIA, USA AND THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION, EITHER PARTY MAY ASSERT: (A) AN IMPLER CLAIM AGAINST THE OTHER PARTY IN ANY COURT OF COMPETENT JURISDICTION ADJUDICATING A THIRD PARTY CLAIM THAT IS SUBJECT TO THE INDEMNITY CLAUSE IN THESE TERMS; (B) A CLAIM ALLEGING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS (INCLUDING COPYRIGHTS AND TRADE SECRETS), IN ANY COURT HAVING GENERAL OR SPECIFIC JURISDICTION OVER THE DEFENDANT; AND (C) A COURT CLAIM FOR INJUNCTIVE OR OTHER EQUITABLE RELIEF, IN ANY COURT HAVING GENERAL OR SPECIFIC JURISDICTION OVER THE DEFENDANT.

#### **CHANGES TO THESE TERMS**

We may, from time to time and in our sole discretion, change the Terms. Your continued use of our Platform after the effective date of the amended Terms constitutes your consent to the amended terms. If you do not consent to the amended terms, you must cease use of our Platform. The latest version of the Terms will always be accessible on our Platform.

#### **CONTACT US**

For any questions or inquiries, you may contact us at [Legal@base.ai](mailto:Legal@base.ai).

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