

GENERAL TERMS AND CONDITIONS

ON USE OF THE SERVICE SELF AND THE ELECTRONIC COMMERCE PLATFORM OF NEXT BASKET

The present **General conditions** aim at regulation of the relation between:

„**Next Basket Platform BV**“, with communication data: telephon: +31 6 8452 0289, e-mail address: office@nextbasket.com (referred to as „**NEXT BASKET**“),

and

its counterparties (referred to as „**Partner(s)/ Business user(s)**“).

The General Terms and Conditions constitute a legally binding contract between **NEXT BASKET** and the relevant Partner/Business User (collectively referred to as **the "Parties"**), the acceptance and observance of which is a mandatory condition for the use of **the Platform** through purchasing the service **SELF**

I. DEFINITIONS

The listed here-bellow terms will be used in the present **General Terms and Conditions** with the following meaning:

„**Platform**“

means online software technology that enables the creation, storage, management and use of online stores for e-commerce, consisting of integrated modules that cover all processes in a modern online store.

„**Partner/Business User**“ means any person who acts in a commercial or professional capacity when using **the Platform**, or any legal entity or natural person who uses the services of **NEXT BASKET** to offer consumer goods or services related to its/his/her own commercial activity through an online store, created through **the Platform** and managed by the Partner/Business User.

„**End-user**“ is a natural person or a legal entity who/which is an end user of an online store created through **the Platform** and makes purchases from it.

„**Online Store**“ means an organized remote e-commerce system with a web address that provides End Customers with information about the Partner's/Business User's Products/Goods and their purchase options.

„**Material(s)**“ means trademarks, copyright content, all products that are sold through **the Platform** (including their description and price), as well as any photos, videos, graphics, audio files, information or other data provided to **NEXT BASKET** by the Partner/Business User.

"Product/Goods" means any item offered by the Partner/Business User through an Online Store created through **the Platform**.

"Durable medium" means any instrument enabling the user or the merchant (in which capacity the Partner/Business User and **NEXT BASKET** act) to store information sent personally to it in a way that allows its use for a period corresponding to the purposes for which it is intended, as well as the identical reproduction of the stored information.

"Services" are all additional activities that are not a part of **the Platform** software capabilities, but are performed by employees or subcontractors of **NEXT BASKET**.

"Features" are all functions of **the Platform** that are part of its software code.

"Integrations" are **the Platform's** connections to external services and software.

"SELF" is a service provided by **NEXT BASKET** for the rental use of **the Platform** as a SaaS (Software as a Service) for a fee, which is divided into three Price Plans.

"Price plan" is a set of limited functionalities of **the Platform**, which can be used by the Partner/Business User upon payment of a certain fee.

"Paid Module" is a functionality presented as a separate option, with a price only for it.

"NB PRO" is a service provided by **NEXT BASKET** for a rental use of **the Platform** as a SaaS (Software as a Service) against payment in the amount of a percentage of the turnover (the revenues)

"Fee" is the remuneration due for the use of **the Platform** according to the Price Plan and the payment frequency selected by the Partner/Business User.

"Subscription" is a subscription to use the service **SELF** for a certain period of time and against the payment of a certain Fee.

"Help Point" is a requests management system through which the Partner/Business User can report a software bug or other irregularity in **the Platform**.

II TERMS OF REGISTRATION FOR THE USE OF THE PLATFORM

II.1 In order to be able to purchase the service **SELF** and to use **the Platform**, the Partner/Business User should register his/he/its account on the **NEXT BASKET** website <https://nextbasket.com/> .

II.2. To register, the Partner/Business User should provide the following information:

- II.2.1. Full name of the legal entity/all names as per the identity document of the natural person;
 - II.2.2. Headquarters and address of management/permanent address.
 - II.2.3. Phone number;
 - II.2.4. Valid e-mail address of the registered person - if an individual is registering on behalf of his employer or as a representative of a legal entity, a work email should be provided to the person performing the registration.
 - II.2.5. Any other information required during registration.
 - II.3. The Partner/Business User should meet the following requirements if he/she/it wishes to register on the **NEXT BASKET** site:
 - II.3.1. To be in good faith in its actions and to agree that he/she/it will use **the Platform** only to conduct electronic commerce;
 - II.3.2. In the event that the registration is in the name of a legal entity, the natural person who carries out the registration should act as this legal entity representative who can assume rights and obligations on behalf and for the account of the legal entity he/she represents ;
 - II.3.3. Not to be a consumer under the meaning of paragraph 13, item 1 of the Additional Provisions of the Consumer Protection Act (CPA);
 - II.3.4. If he/she is a natural person, he/she must have reached the age of 18 on the date of registration.
 - II.4. Upon registration, the Partner/Business User is required to agree to these **General Terms and Conditions**.
 - II.5. Before completing the registration, the Partner/Business User is to declare and to confirm his/her/its status as a Partner/Business User and that he/she/it will use **the Platform** solely for business purposes.
 - II.6. The Partner/Business User also declares that he/she/it meets the requirements for permitted use of **the Platform** set forth in these **General Terms and Conditions** and will do everything necessary to comply with them.
 - II.7. When registering, the Partner/Business User undertakes to provide correct and up-to-date data, as well as in a timely manner.
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to update it in case of a change.

- II.8.** **NEXT BASKET** has the right to carry out verification, which is a due diligence on the current status and the statute of the legal entities, of the representative authority of the natural persons authorized to represent the legal entities traders, as well as of the identity of the natural persons who create accounts on the **NEXT BASKET** website.
- II.8.1.** Verification can be done by phone calls, by sending documents and/or by e-mail/text message/video recording, as well as by a video link.
- II.8.2.** In case of unsuccessful verification, **NEXT BASKET** has the right to request additional documents from the Partner/Business User, and during the verification process, **NEXT BASKET** has the right to temporarily limit access to his/her/its account. If it is impossible to confirm the data entered by the Partner/Business User, **NEXT BASKET** has the right to block his/her/its account and terminate his access to **the Platform**.
- II.9.** By accepting these **General Terms and Conditions**, each Partner/Business User agrees that the e-mail he/she/it has provided during registration will be used by **NEXT BASKET** as the primary method of communication with the Partner, which method constitutes communication made on a Durable Medium.
- II.10.** All communication between **NEXT BASKET** and the Partner/Business User have to be conducted through the e-mail address so provided.
- II.11.** Each Partner/Business User is responsible for maintaining the security of his/her/its account access data. **NEXT BASKET** is not responsible for any loss or damage to the Partner/Business User arising from his/her/its inability to maintain the security of his/her/its **Platform** access account..
- II.12.** When registering on the Platform, the Partner/Business User has the opportunity to take advantage of a 14-day test period under the following conditions:
- II.12.1.** Free Demo version – the Partner/Business User can take advantage of a single theme test site with multiple products uploaded for free according to the provided by the Partner/Business User information (descriptions and photo material).

- II.12.2.** After the expiration of the 14-days period, the Partner/Business User has to pay for the complete construction of the online store and for the use of **the Platform** in order to continue using it.
- II.12.3.** Paid Demo version – The Partner/Business User pays a fully functional online store to be built with all necessary settings and provides information (descriptions and photos) for the products he/she/it offers. **NEXT BASKET** builds the online store and provides the Partner/Business User with the opportunity to use it for the test period of 14 (fourteen) days.
- II.12.4.** After the expiry of the 14-day test period, the Partner/Business User should pay for the use of **the Platform** in order to continue to have access to the created online store and the functionalities of **the Platform**.
- II.12.5.** The provisions of Article 8.3. of these **General Terms and Conditions** will apply to the amount paid by the Partner/Business user under this item.
- II.12.6.** In both of the above-described hypotheses, the fourteen-day test period begins after **NEXT BASKET** builds the demo version.

II.13. Ownership:

II.13.1. The owner of **the Platform**, including code, functionalities and integrations (front-end software, back-end, administration, ERP system, fulfillment software, automations, mobile applications and other programs) is **NEXT BASKET**. The Partners/Business Users using the service **SELF** are granted the sole non-exclusive right to use **the Platform** for a certain period of time against a Fee.

II.13.2. The online store created through **the Platform** may be a property of only one natural person or one legal entity.

II.13.3. One entity may have multiple online stores on **the Platform** if the chosen by him/her/it Price Plan for the use of **the Platform** allows it.

II.13.4. The owner of an Online Store created through **the Platform** is the person in whose name is registered the account on the **NEXT BASKET** website

II.13.5. If the natural person registers on behalf of his/her employer or as a representative of a legal entity, the latter will be considered the owner of the Online Store and the registered profile.

II.14. In the event of a dispute regarding the ownership of an account **NEXT BASKET** has the right to request the necessary documentation and/or evidence in order to determine or confirm the ownership of the account.

II.15. In the cases under the above item, **NEXT BASKET** has the right to request the following documents and evidence from the Partner/Business User:

- a) current status of the company;
- b) identity document of the natural person;
- c) confirmation of the employee's status by the company that owns the account;
- d) power of attorney for representative authority;
- e) any other document, evidence or information necessary for the identification of the person.

II.15.1. **NEXT BASKET** reserves the right to solely determine who is the actual owner of the certain account and, if necessary, to grant him/her/it access to the account.

II.15.2. In case of inability to identify the actual owner, **NEXT BASKET** has the right to temporarily restrict access to the account until the dispute between the parties is resolved.

II.16 By accepting these **General Terms and Conditions**, Partners/Business Users declare that they are aware of and agree that their Materials may be:

- a) transferred unencrypted over different networks;
- b) changed in order to align and adapt to the technical requirements of connecting networks or devices.

II.17. When purchasing a domain name through **the Platform**, the domain registration is automatically renewed every year if the account on **the Platform** remains active. Payment for this service is made under the terms of Section VI of the present **General Terms and Conditions**.

II.18. By accepting these **General Terms and Conditions**, the Partner/Business User agrees that if he/she/it does not wish to renew the domain name, he/she/it should notify **NEXT BASKET** by email at office@nextbasket.com.

II.19. The Partner/Business User undertakes to pay the domain regularly, otherwise they risk suspension of the access to it.

III. PERMITTED AND NON-PERMITTED USE OF The platform

III.1. Unauthorized conduct

When using **the Platform**, the Partner/Business User guarantees that he/she/it will not:

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- III.1.1. mislead the End Customer about his/her/its activity or the offered Goods;
 - III.1.2. violate his/her/its obligations arising from these **General Terms and Conditions** or from an express legal obligation;
 - III.1.3. provide false information regarding his/heis/its identity, representative authority or affiliation with third parties;
 - III.1.4. commit illegal or criminal acts (or assist or encourage third parties to commit such acts);
 - III.1.5. sell counterfeit Goods or goods that infringe the intellectual or industrial property rights of third parties;
 - III.1.6. sell Goods which, according to the applicable legislation, are prohibited for sale, cannot be sold remotely, over the Internet or are a subject to a special control regime, such as:
 - (1) narcotic, intoxicant, psychotropic and poisonous substances; weapons, ammunition, pyrotechnic goods, explosive, combustibles or other dangerous substances and objects; objects that contradict moral norms; objects and substances which due to their nature or packaging pose a danger to the life or health of employees or other persons or may contaminate or damage other shipments and equipment; religious materials of banned or unregistered in the country sects and organizations; movable monuments of culture for which no permit or certificate has been issued; excise goods and tobacco waste, the holding, carrying, transportation, offering and sale of which -are prohibited by the Law on Excises and Customs Duty Warehouses; coins, banknotes, currency notes, traveller's cheques, items of value to the sender, platinum, gold, silver, worked or non-worked precious stones and other valuables.
 - (2) regarding the goods to be sent abroad, except for the substances and objects referred to in the preceding text, other substances and objects specified in international treaties may not be sold, as well as those, the importation or distribution of which is prohibited in the country of destination.
 - III.1.7. publish, distribute or provide in any way data, messages, text, computer files or other materials that contradict to the Bulgarian legislation and EU law, applicable foreign regulations, these **General Terms and Conditions**, Internet ethics or good morals and violate the rights of third parties, such as commercial,
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business, personal secrets or other confidential information;

III.8. publish, distribute or make available in any way software or other computer files that contain viruses or other risky programs or their components;

III.9. publish, distribute or make available in any way pornographic and illegal materials, as well as data, messages, text, computer files or other materials containing a threat to the life and bodily integrity of people, advocating discrimination, fascist, racist or other undemocratic ideology preaching, the content of which violates human rights or freedoms according to the Constitution and laws of the Republic of Bulgaria or international acts, or which call for a violent change of the constitutionally established order, to commit a crime, etc.;

III.1.10. use of **the Platform** to send unsolicited commercial messages (spam).

III.2. Other non-permitted actions related to **the Platform**:

III.2.1. Partners/Business Users have no right to reproduce, duplicate, copy, sell, resell or exploit in any other way **the Platform**, parts of it, its functionalities and the like. This is only possible if **NEXT BASKET** gives express written permission to the Partner/Business User to perform such actions.

III.2.2. By accepting these **General Terms and Conditions**, Partners/Business Users undertake not to circumvent in any way the technical limitations of **the Platform** and the services offered, including by using any tools to activate functionalities that are not otherwise part of the provided to the Partner/Business User service.

III.3. Free functionalities of **the Platform**

The purchase of the service **SELF**, regardless of the selected Price Package, includes access to the following free services and functionalities of **the Platform**:

- (1) Use of **Platform** administration: The Partner/Business User of **NEXT BASKET** can create and set up his/her/its own online store by using the admin panel of **the Platform**.
- (2) Mobile application for contact with the administration of **the Platform**: Each Partner/Business User can use a completely free mobile application for contact with the administration of the online store, which allows to carry out the most important

actions such as removing a product, changing its price, and the like.

- (3) Constant improvement of the **Platform: NEXT BASKET** updates **the Platform**, renews it through updates, adds new functionalities and improves the software.
- (4) Maximum effective SEO optimization for search engines that provides online orders with zero advertising costs: **The platform** has built-in modules for automating all SEO processes and meets 100% SEO requirements of search engines.
- (5) Current maintenance of the site: **NEXT BASKET** constantly monitors the correct operation and the elimination of technical problems. 24/7 monitoring of **the Platform** is carried out which includes automatic notification in case of technical problems.
- (6) Help Point: 24/7 support and assistance system: The system provides round-the-clock support via chat and email and access to a ticket system with response priority depending on the selected plan and the urgency of the problem. Help center with information and instructions for the individual functionalities and integrations of **the Platform**.
- (7) Implementation of an application with the GDPR requirements (General Data Protection Regulation - GDPR) for the Online Store. The application contains the following sample documents and functionalities that can be used in the Partner's Online Store: Privacy Policy, Cookies Policy, Confidentiality Policy, Email Policy for Unfinished Orders, Declaration of consent for processing of personal data, Application for exercising rights of the subject of the personal data, Register of customers processed personal data; bar with information about cookies used. The Partner/Business User understands and agrees that the proposed samples of documents are only exemplary, not adapted to the specific activity of the Partner/Business User and that the latter is responsible for their finalization, as well as for the accuracy and legality of their content.
- (8) Consultations from 3 to 20 hours depending on the selected package: free business and/or technical consultation within up to 20 hours with **NEXT BASKET** expert(s) in the field of online trade.
- (9) Video tutorials for using **the Platform** and managing the Online Store created by the **NEXT BASKET** team.
- (10) Free management of Facebook and Google advertising for a period of one month based on a campaign budget agreed in advance.
- (11) Hosting of the online store: With a limit of the traffic and the server space according to the selected Price Plan.
- (12) Migration of an existing online store on a ready-made template to **the Platform**: If the Partner/Business User has an existing

online store, its transfer to the **NEXT BASKET Platform** is carried out entirely and at the expense of **NEXT BASKET**.

- (13) The platform enables EU citizens to submit complaints in their native language in relation to purchases made entirely online.
- (14) Possibility of using a personal account manager against payment if the time specified in item 7 is exceeded.
- (15) Advice from **NEXT BASKET's** sales department regarding products and their prices (one-time, when creating the online store): Advice can be of various natures, for example, product selection, arrangement method, appropriate descriptions, pricing, etc. .
- (16) Use of all **Platform** integrations with external services and software that are available at the time of signing the contract: **NEXT BASKET** is integrated with more than 90 of the most popular and effective external services and software for marketing, courier services, payment methods , ERP and warehouse systems, sales channels, etc.
- (17) Audit of the profiles on the social networks: The audit includes a comprehensive analysis of the content published on the profiles of the Partner/Business User of **NEXT BASKET** on the social networks Facebook and Instagram. Sharing recommendations and best practices for future development of social channels.
- (18) Facebook Ads account audit: The service includes a comprehensive analysis of your Facebook Ads account – structure, campaign goals, targeting, creatives, naming. After the audit is completed, the Partner/Business User receives an analysis of the current campaign and account status, recommendations and best practices to follow to improve the performance of their campaigns.
- (19) Google Ads account audit: The service includes a comprehensive analysis of the Partner/Business User's Google Ads account – structure, campaign goals, targeting, creatives, naming. After the audit is completed, the Partner/Business User receives an analysis of the current campaign and account status, recommendations and best practices to follow to improve the performance of their campaigns.
- (20) Online store SEO audit: Preparation of a comprehensive SEO audit of the project, including all types of pages.
- (21) Creation of a mobile application (App): Development at the request of the **NEXT BASKET** Partner/Business User of a mobile application for Android and iOS intended for End Customers.
- (22) Annual inventory of the warehouse: An inventory of the products in the warehouse is to be carried out once a year, and it is included in the price of the service.
- (23) Relationship with Couriers: **NEXT BASKET** has established relationships with multiple

courier companies, which allows the End Customer of the Online Store to choose to which of them the shipment to be handed over and where it to be delivered - to the address specified by him/her/it or to the courier's office.

- (24) Free storage of the products for the period specified in the contract: Free storage of the products for a 30-day period, after which storage is charged based on the occupied warehouse volume or fulfillment address.

III.4. Checking of shared content in Online Stores

NEXT BASKET does not check in advance the information, photos, videos, Goods and other materials and content that the Partners/Business Users publish in their Online Stores.

III.5. Rights of **NEXT BASKET** in connection with the use of **the Platform**:

III.5.1. **NEXT BASKET** reserves the right to unilaterally refuse to publish or remove or block access to already published materials and content, including removing Goods that are illegal, in violation of these **General Terms and Conditions** or contrary to morals and good manners.

III.5.2. **NEXT BASKET** reserves for itself the right to provide its **Platform** and Services for use by entities who are competitors of any of the Partners/Business Users, and has no exclusivity obligations towards any of the Partners/Business Users.

III.5.3. **NEXT BASKET** has the right to modify **the Platform**, its functionalities, the provided additional Services, applications, integrations and their functionalities, to suspend their provision entirely or only for certain countries.

III.5.4. **NEXT BASKET** reserves to itself the right to restrict access, block and delete registrations, in case there is data or suspicion that a Partner/Business User violates these **General Terms and Conditions**, uses **the Platform** not for its intended purpose or performs illegal activities through it.

III.5.5. At any moment after activating the registration of the Partner/Business User in the course of using the **NEXT BASKET Platform**, **NEXT BASKET** has the right to require the Partner/Business User to identify himself and to certify the truthfulness of each of the circumstances and data announced during registration, which is aimed at checking whether it continues to meet all the conditions for using **the Platform** according to these **General Terms and Conditions**.

III.6. Limitation, suspension or termination of access to **the Platform**:

III.6.1. **NEXT BASKET** reserves the right to limit, suspend or terminate the

Partner's/Business User's access to **the Platform** and to block and delete his/her/its accounts and Online Stores, should there be information or reasonable suspicion that the Partner/Business User violates these **General Terms and Conditions**, uses the **Platform** not for its intended purpose or carries out illegal activity through it, as well as in cases where there is a bankruptcy procedure for the Partner or the Partner/Business User does not fulfill its financial obligations towards **the Platform**.

III.6.2. The actions that **NEXT BASKET** would take against the Partner/Business User depend on the seriousness of the violation and the subsequent actions of the Partner/Business User.

III.6.3. When **NEXT BASKET** decides to restrict or suspend access to **the Platform**, it has to send the Partner/Business User a statement of its reasons for this decision in a durable medium, including by email, before the restriction or suspension takes effect or at the moment, in which it gives rise to an action.

III.6.4. When **NEXT BASKET** decides to terminate access to **the Platform**, it sends the Partner/Business User a statement of its reasons for this decision on a durable medium at least 30 days before the termination takes effect.

III.6.5. The above term does not apply if **NEXT BASKET** is bound by a legal or regulatory obligation to terminate access to **the Platform**; when it exercises a right of termination by virtue of imperative considerations under the Bulgarian law, which are in accordance with the EU law; or if it can prove that the Partner/Business User has systematically violated these **General Terms and Conditions**.

III.6.6. In case of restriction, suspension or termination of access to the services of the **Platform**, **NEXT BASKET** provides an opportunity for the Partner/Business User to object and clarify the facts related to the violation.

III.6.7. The statement of reasons for limiting, suspending or terminating the access to the **Platform** contains the specific facts or circumstances, including the content of signals from third parties, that led to **NEXT BASKET's** decision, as well as the applicable objective grounds for this decision.

III.6.8. **NEXT BASKET** is not obliged to provide a statement of reasons,

when bound by a legal or regulatory obligation not to provide the specific facts or circumstances or not to indicate the applicable ground or grounds, or where it can demonstrate that the Partner/Business User has repeatedly violated the applicable **General Terms and Conditions**.

III.6.9. When the restriction, suspension or termination is lifted, **NEXT BASKET** is to restore the status of the Partner/Business User without undue delay.

III.7. The Partner/Business User independently guarantees and ensures the compliance with the regulatory requirements of the activity carried out by him/her/it when using the Platform and the management of Online Stores, including but not limited to the requirements regarding the protection of the personal data of the End Customers of the Partner/Business user Online Store.

III.8. Should there be a suspicion for the presence of specific information on **the Platform** that a certain person may believe to be illegal, that person may notify **NEXT BASKET** about this by email: office@nextbasket.com.

III.8.1. When the notification contains an electronic contact information of the person who submitted the notification, **NEXT BASKET** sends to that person a confirmation for the notification receipt.

III.8.2. **NEXT BASKET** also sends information about the decision that was taken about the information to which the notification relates, as well as information about the possibilities of legal protection related to this decision.

III.9. In the event that the information provided by the Partner/Business User when using **the Platform** constitutes illegal content or is incompatible with these **General Terms and Conditions**, **NEXT BASKET** has the right to impose any of the following restrictions by notifying the Partner/Business User about the reasons for the imposed restriction:

III.9.1. Any restrictions on the visibility of specific elements of the provided by the Partner/Business User information, including removing content, blocking access to content or reducing the visibility of content;

III.9.2. Suspension, termination or other restriction of cash payments;

III.9.3. Complete or partial suspension or termination of the service provision;

III.9.4. Complete or partial blocking or closing of the profile of the Partner/Business user.

IV. SUBSCRIPTION USE OF THE Platform. PRICE PLANS.

- IV.1.** The platform is suitable both for merchants who do not have an online presence and for those who already have an online store.
- IV.2.** The Partner/Business User has the opportunity to use the Platform only after successfully registering on the **NEXT BASKET** website and after purchasing a **SELF** service.
- IV.3.** The purchase of a **SELF** service consists of selecting a Price Plan for use of **the Platform**.
- IV.4. Pricing Plans:
- IV.4.1.** **The platform** can be used in several price plans, differing in the type of the offered functionality, namely: **MINI**, **MIDI** and **MAXI**.
- IV.4.2.** Each of the plans includes access to a different amount of functionalities on **the Platform**.
- IV.4.3.** The content and the used functionalities of the selected price plan are thoroughly indicated at <https://nextbasket.com/ph> .
- IV.4.4.** If the Partner/Business User reaches a certain amount of turnover through an Online Store created through **the Platform**, the Price Plan of the Partner/Business User is to mandatory change to a higher one.
- IV.4.5.** Upon reaching the highest turnover threshold, the Partner/Business user mandatory switches from using the **SELF** service to using the **NB PRO** service, described on the page <https://nextbasket.com/id>.
- IV.4.6.** The turnover is calculated by **NEXT BASKET** at the end of each 6-month period, taking into account the individual sales without VAT.
- IV.4.7.** The transition to a higher Price Plan takes place from the beginning of the month following the one in which the turnover for the respective expired 6-month period was established (for example, the turnover for the period January - June is established in the month of July and the transition to the higher Price Plan takes effect from the beginning of August).
- IV.4.8** **NEXT BASKET** undertakes to notify the Partner/Business User in advance of the transition to a higher Price Plan.

- IV.4.9.** The above rule does not apply when switching from **SELF** service to **NB PRO** service. In this case, **NEXT BASKET** and the Partner/Business User should conclude a contract for the use of the **NB PRO** service within two months of establishing the turnover.
- IV.4.10.** For the purposes of performing the above calculations, the Partner/Business User allows **NEXT BASKET** to access the turnover (sales) data of the Partner's Online Store.
- IV.4.11.** Information about the prices of the different Price Plans (Charges) and the turnover that should be reached in order to do such switching to a higher Price Plan or to the **NB PRO** service are included in Appendix No. 1 to these **General Terms and Conditions**.

- IV.5.** **The Platform** integrations available at the time of purchase of the **SELF** service can be used free of charge in full by all Partners/Business Users, regardless of their chosen Price Plan.
- IV.6.** The Partner/Business User is given the opportunity at any time to upgrade the used functionalities of **the Platform**, as well as to pay for the use of additional Paid modules.
- IV.7.** The right of the Partner/Business User to use **the Platform** is only non-exclusive and should be in accordance with these **General Terms and Conditions**.
- IV.8.** The Partner/Business User subscription is subject to automatic renewal for the initially requested period of time (for example one year). Automatic renewal continues until the Partner/Business User terminates their Subscription.

V. PLATFORM MAINTENANCE. THIRD PARTY SERVICES

- V.1.** Technical support of **the Platform** is provided through a request management system called Help Point.
- V.2.** Each message sent to **the Platform** is called a ticket.

- V.3.** The response time for each ticket is determined based on its nature, complexity and urgency.
- V.4.** According to the complexity/urgency of the respective case, the response time is divided into 2 different levels:
- V.4.1.** Standard - response time within 1 (one) business day and ticket closing time - 3 (three) business days from its receipt;
 - V.4.2.** Express - response time within 2 (two) working hours and ticket closing time - 4 (four) working hours from receipt.
- V.5.** **NEXT BASKET** cannot guarantee that **the Platform** will be active and available continuously and will be free of interruptions or errors, but it can achieve a complete security of the program code and to respond according to the service standards described in this section.
- V.6.** **NEXT BASKET** has the right, in its sole discretion, to retain all or part of the information contained in or related to any service, up to 90 (ninety) days from the expiration date of the last paid by the Partner/Business User Subscription in order to subsequently restore the service on **the Platform** server.
- V.6.1.** In the event that the Partner/Business User has not paid the subscription fee which is due to **NEXT BASKET**, **NEXT BASKET** retains the customer, transactional and financial information for a period of 2 (two) years after the maturity date, after which it destroys it.
- V.7.** Services supplied by third parties:
- V.7.1.** **NEXT BASKET** reserves the right to recommend or provide access to and enable third-party software, including: applications, products, services or links to websites for use by the Partner/Business User.
 - V.7.2.** The services as per the above item performed by third parties are provided to the Partner/Business User for their convenience and are to be paid for by him/her/it.
 - V.7.3.** Access to or use of such third party services by the Partner/Business User is a matter of relationship between him/her/it and the third party and **NEXT BASKET** cannot be held responsible for them.
 - V.7.4.** The Partner/Business User declares that it uses the services of third parties entirely on the basis of his/her/its own judgment and in view of

introduction of the terms of those third parties that are applicable to the relationship created.

V.7.5. NEXT BASKET does not provide any guarantees regarding the services of third parties and the relationship between them and the Partner/Business User is governed by the terms of the third parties, as well as according to the specific agreements in their relationship with the Partner/Business User.

VI. PARTNER/BUSINESS USER PAYMENT TO NEXT BASKET

VI.1. The Partner/Business User will pay the Fees under the Price Plans, other Services, Paid Modules, domain and SSL certificate maintenance fees, fees charged by payment instruments and other services against an invoice issued by **NEXT BASKET**.

VI.2. If the Partner/Business User would expressly declare a wish to use this option he/she/it upon initial registration receives a 14-day free trial period before paying a monthly or annual fee.

VI.3. Fees for the use of **the Platform** are to be paid in Philippine peso with a periodicity chosen by the Partner/Business User:

VI.3.1. In advance and separately for each month if the Partner/Business user has chosen a monthly payment frequency.

VI.3.2. Advance for a quarter or for the current year.

VI.3.3. Fees for the first time use of the Platform:

VI.3.3.1. If, upon first time use of the Platform, the Partner/Business User chooses to pay a Fee for a period of one year, **NEXT BASKET** provides a free 4 (four) monthly use of the Platform within this year, and for this purpose it will charge the Partner/Business User an annual Fee, reduced by the amount payable for the first 4 (four) months of **the Platform** use.

VI.3.3.2. After the expiry of the prepaid annual period as per the above text and in the presence of the Partner's/Business User's choice to pay a Fee for the next annual period, **NEXT BASKET** provides a free 2 (two-) months use of the Platform within the relevant next year, for which purpose it will charge the Partner/Business user an annual Fee, reduced by the amount payable for the first 2 (two) months of use of **the Platform**.

VI.3.3.3. The rule under the above item also applies in cases of subsequent prepaid annual Fees for a one-year period by the relevant Partner/Business User.

- VI.3.3.4.** Should the Partner/Business user has paid an amount for an annual subscription, and the Partner/Business User is not satisfied, he/she/it has the right to request a refund of the annual fee paid by him/her/it within a period of up to 30 days as of the date of payment. In order to exercise the right to a refund of the amount paid, the Partner/Business user should notify about his intention by email to office@nextbasket.com requesting a refund of the Fees.
- VI.3.3.5.** The amount paid under item 6.3.3.1. is refunded to the same account and card from which the initial payment was made. The refund of the fee by **NEXT BASKET** will be considered as termination of the Partner's/Business user's subscription.
- VI.4.** All amounts indicated on the website or the Platform are listed without VAT, and the same should be charged by **NEXT BASKET** at the time of issuing an invoice for the amounts due.
- VI.5.** Invoices for the effected payments:
- VI.5.1.** **NEXT BASKET** will send invoices by email to the Partner/Business user using the email with which the Partner/Business user has been registered on the **NEXT BASKET** website.
- VI.5.2.** The Partner/Business user and **NEXT BASKET** agree that no confirmation by the Partner/Business User is required for the receipt of the electronic statement and the same is to be considered received by the latter upon its sending by **NEXT BASKET** according to the provision of Art. 8, para. 1 of the Law on electronic document and electronic authentication services.
- VI.5.3.** **NEXT BASKET** is not to be held liable if the Partner/Business User has not provided a valid email address or has not received the invoice for reasons beyond **NEXT BASKET's** fault.
- VI.5.4.** **NEXT BASKET** urges all Partners/Business users to always check all folders of their e-mail box, including the SPAM folder, in order to avoid adverse consequences for the Parties.
- VI.6.** Conditions for payment by credit or debit card:
- VI.6.1.** Payments to **NEXT BASKET** are made automatically, using the entered Partner's/Business user's debit/credit card.
- VI.6.2.** With the account of the Partner/Business user it can be

associated only one payment card and all payments can only be made with this payment card.

VI.6.3. The Partner/Business user authorizes **NEXT BASKET** to withdraw amounts from the card without additional authorization in an amount not greater than the value of the relevant purchased Service.

VI.6.4. In case of inability to pay a Fee charged periodically due to lack of availability of sufficient funds in the specified payment card, the Partner/Business User will be notified by email and his/her/its access to **the Platform** and Online Stores will be terminated until the complete payment of the amount due .

VI.7. Bank transfer payment terms:

VI.7.1. In the event that the Partner/Business User prefers to pay by a bank transfer, he/she/it is obliged to transfer the corresponding due amount within 3 (three) working days, as of the date of the **SELF** service or of other Services/Modules or any other similar purchase request to the following bank account of **NEXT BASKET**:

IBAN: BG75BPBI79421024100001

BIC: BPBIBGSF

Bank: EUROBANK BULGARIA AD

VI.7.2. **NEXT BASKET** activates the paid service only after receiving the payment.

VI.7.3. For the avoidance of doubt, payment to **NEXT BASKET** is to be deemed made upon crediting the latter's account with the full amount due, and any additional charges are payable separately to the relevant service provider.

VI.7.4. Payments by a bank transfer are to be made only in the case of a 1 (one) year prepayment.

VI.8. By accepting these **General Terms and Conditions** the Partner/Business user declares that he/she/it is aware of the possibility of additional fees being charged by the relevant payment service operator, debit/credit card issuer or banking institution.

VI.9. If the Partner/Business user chooses to upgrade to a higher Price Plan during his/her/its Subscription, which is prepaid for

certain period of time, the remaining amount up to the full amount of the higher Fee will be automatically charged to the indicated debit or credit card of the Partner/Business User.

- VI.11.** If the Partner/Business User chooses to switch to a lower Price Plan during their Subscription which is prepaid for period of time, **NEXT BASKET** will not owe a refund of any amounts paid.
- VI.12.** **NEXT BASKET** does not owe a refund of paid sums if the Partner/Business User would abandon the paid **SELF** service, Paid Module or Service, neither if he/she/it does not use them.
- VI.12** The Partner/Business User undertakes to pay the amounts due to **NEXT BASKET** within the agreed period. In case of delay, the following conditions apply:
- VI.12.1.** Test period - in the event that at the end of the test period, according to the provisions of Art. 2.12. of these **General Terms and Conditions**, there is no payment by the Partner/Business user for a Subscription to **NEXT BASKET**, access to the created online store is to be restricted.
- VI.12.2.** Annual/Monthly Payments and Subscription
- VI.12.2.1.** In the event that the Partner/Business user has not made a payment for a period of 31 (thirty-one) days, counted from the day following the payment due date, **NEXT BASKET** restricts the access to the Online Store of the Partner/Business User, whereby it will be not available to End Customers.
- VI.12.2.2.** When the page is accessed by an End Client, a "We'll be back soon" message will be displayed. All information contained in the Online Store is to be kept for a period of 6 (six) months, counted from the day following the maturity date, and may be recovered in full immediately upon receipt of the payment due on behalf of the Partner/Business User;
- VI.12.2.3.** In the event that the Partner/Business User has not made a payment for a period of 62 (sixty-two) days, counted from the day following the due date, **NEXT BASKET** freezes the Partner's/Business User's Online Store, making it unavailable for End customers.
- VI.12.2.4.** All information contained in it is to be kept for a period of 6 (six) months, counting from the day following the due date

and may be restored in full immediately upon receipt of the payment due on behalf of the Partner/Business User.

- VI.12.5.** In the event that the Partner/Business User has not paid for a period of 184 (one hundred and eighty-four) days, counted from the due date, **NEXT BASKET** will archive the Online Store through a long-term off-site storage.
- VI.12.6.** In the above event, the Partner/Business User has the right, after payment of the amounts due to **NEXT BASKET**, to access the archived (customer, transaction and financial) information. In this case, there will be no possibility for the full recovery of the online store.
- VI.12.2.7.** In the event that the Partner/Business user has not made a payment for a period of 730 (seven hundred and thirty) days, counted from the due date, **NEXT BASKET** changes the status of the Online Store from "archived" under the meaning of item 6.12.2.3. of the present article, to "terminated", in which case **NEXT BASKET** has the right to destroy all information available in the Online Store, including customer, transactional and financial information.
- VI.13.** **NEXT BASKET** reserves its right to change its prices and fees at any time by indicating the new prices in the relevant section of its site and in these **General Terms and Conditions**, if applicable.
- VI.13.1.** The changes cannot affect already prepaid Price Plans, Paid Modules and Services for which the Parties have concluded an individual contract, but they will apply to Services that the Partner/Business User might want to add to his/her/its Price Plan after the price change.
- VI.13.2.** In the event of a change in the amount of fees that are charged periodically the Partner/Business User will be charged the new fee after the end of the period for which he/she/it has already paid.

VII. CREATION AND MANAGEMENT OF AN ON-LINE STORE

- VII.1.** For the creation of an Online Store, respectively for the development of online trade through **the Platform**, it is necessary the Partner/Business User to have at least:
- a) products;
 - b) logo;
 - c) domains in all countries in which he/she/it would like to have his/her/its Online

store or one domain for all countries;

c) a bank account where to be transferred the amounts received against the goods sold.

- VII.2.** In the event that the Partner/Business User does not have what is indicated in letters b) and c) above, he/she/it can instruct **NEXT BASKET** to provide it for a fee.
- VII.3.** The Partner/Business User is obliged to secure all licenses, permits and registrations for the lawful sale of the Goods he/she/it offers in its Online Store.
- VII.4.** The Partner/Business User is responsible for ensuring that the Online Store owner data (including full name, UIC, registered office and address of management, if applicable) are included and clearly visible on the Online Store site.
- VII.5.** The management of Online Stores created through **the Platform**, commercial and advertising activity, deliveries of Goods, as well as any other related activity is carried out entirely by the Partner/Business User and at his expense.
- VII.6.** The Partner/Business User undertakes to bring the **General Terms and Conditions** of the Online Store created on **the Platform** into compliance with the provisions of these **General Terms and Conditions** regarding payments received from End Customers of the Online Store.
- VII.7.** **The Platform** enables the Partner/Business User to choose by his/her/its discretion the ways in which the End Customers will receive the purchased Goods and pay for them according to the possibilities available on **the Platform**.
- VII.8.** **The Platform** may offer a mechanism for calculating the transportation cost for the delivery of Goods, using integration with courier companies, but does not provide the transport itself.
- VII.9.** The Partner/Business User bears full responsibility for concluding a contract with a courier or providing another means of delivery of Goods to End Customers.
- VII.10.** **NEXT BASKET** does not bear responsibility to the Partner/Business User and the End Customers for the delivery of Goods purchased through the Online Store, including that it does not bear responsibility for the receipt of the price amount of the offered Goods from the End Customers.

VIII. TERMINATION OF THE SUBSCRIPTION

- VIII.1.** The subscription can be terminated at any time through the Partner's/Business User's account on the Platform.
- VIII.2.** Termination of the Subscription takes effect at the end of the prepaid time period, which means that the Platform is available for use until the end of that period.
- VIII.3.** **NEXT BASKET** does not refund amounts already paid/debited.

VIII.4. At subscription termination:

VIII.4.1. In the cases where it is applicable, **NEXT BASKET** undertakes to transmit to the Partner/Business User all product descriptions and photos within 30 calendar days from the date of termination.

VIII.4.2. In the event that the Partner/Business User has used and fully paid for the "Customized Online Store Design" service, **NEXT BASKET** undertakes to provide the Partner/Business User with the customized design of the Online Store through the Adobe Photoshop program or in another format suitable for this purpose.

VIII.5. In the event of non-fulfilment of the obligations of the Partner/Business User to pay the due Fees, **NEXT BASKET** has the right to terminate the Subscription immediately without the need to notify the Partner/Business User thereof.

VIII.6. After termination of the Subscription, **NEXT BASKET** is not obliged to maintain access to the data, shared by the Partner/Business User during the use of **the Platform**, or to its Online Stores.

IX. INTELLECTUAL PROPERTY

IX.1. **NEXT BASKET** does not claim ownership on the Materials and objects of intellectual property that the Partners/Business Users share and upload during their use of **the Platform** and Online Stores.

IX.1.1. The Partners/Business Users guarantee that by uploading and using the Materials and any other objects of intellectual property on **the Platform** and Online Stores, they do not infringe the rights of third parties.

IX.1.2. **NEXT BASKET** receives a non-exclusive, royalty-free, unlimited by territory right to use the Materials and other objects of intellectual property that the Partners/Business Users share during their use of **the Platform** and Online Stores for the purposes of providing **NEXT BASKET** Services, including **the Platform** and the Online Shops.

IX.1.3. The termination of a Subscription does not affect the rights granted, in case they are necessary for the fulfillment of the obligations of **NEXT BASKET**, which arose during the validity of the contractual relationship between the Parties.

IX.2. **NEXT BASKET** Intellectual Property:

IX.2.1. The Partners/Business users declare their awareness and consent that these **General Terms and Conditions** do not give them any

rights what-so-ever over any intellectual property of **NEXT BASKET**.

- IX.2.2.** The Partners/Business Users have no right to use trademarks, logos, images, texts, copyright objects owned by **NEXT BASKET**, except with an express written permission by **NEXT BASKET**.
- IX.2.3.** The Partner/Business User does not have the right to access the software code of **the Platform** and does not have the right to copy or modify it in any way.
- IX.2.4.** Any attempt to access, copy or modify **the Platform** code is to be considered a gross violation of these **General Terms and Conditions**.
- IX.2.5.** The Partner/Business User may not remove or hide **NEXT BASKET's** copyright or trademark information.
- IX.3.** The Partner/Business User does not acquire any ownership rights over the Online Store created by him through **the Platform**. The Partner/Business User is only entitled to use his/her/its Online Store while paying the Fees for his Subscription or until the service is terminated by **NEXT BASKET**.
- IX.4.** In case of non-fulfilment of an obligation specified in this section, **NEXT BASKET** has the right to immediately terminate the use of **the Platform** by the Partner/Business User without advise or notice, as well as to demand compensation for all damages and lost benefits resulting from the Partner/Business User actions.

X. PERSONAL DATA PROTECTION

- X.1.** **NEXT BASKET**, in its capacity as a personal data administrator, processes the Partners'/Business Users' personal data in accordance with the Personal Data Protection Act, Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 regarding the protection of natural persons in relation to the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection Regulation) and in accordance with the Privacy Policy.
- X.2.** **INEXT BASKET** discloses all the required information under Art. 13 of the GDPR on the following website: <https://nextbasket.com> .
- X.3.** With regards to the data of the Partners'/Business Users' customers - natural persons, **NEXT BASKET** performs the function of a personal data processor and performs data processing only at the personal data administrator's instruction and with a view to complying with the GDPR requirements.

XI. RESPONSIBILITY

XI.1. Relations between the Partner/Business User and third parties:

XI.1.1. NEXT BASKET is not a party to the contracts and other relations existing between the Partner/Business User and any third parties (including suppliers, subcontractors, End Customers and other counterparties) arising in relation to the use of **The Platform** or the creation and management of Online Stores.

XI.1.2. NEXT BASKET does not bear any responsibility for the fulfillment of the legal, contractual or non-contractual obligations of the Partner/Business User or any of the aforementioned persons existing in connection with the aforementioned relationship.

XI.2. Legal Obligations to Protect Users:

XI.2.1. Where applicable, the Partner/Business User is obliged to comply with the relevant legal obligations that may arise for him/her/it with regards to consumer protection rights of End Customers, who are "consumers" within the meaning of the Consumer Protection Act (CPA).

XI.2.2. NEXT BASKET is not responsible for the compliance with the legal obligations by the Partners/Business Users, which the latter may have towards natural persons being "consumers" within the meaning of the CPA.

XI.2.3. In cases where a Partner/Business User has entered into a contract through an Online Store with an End Client who is a natural person having the capacity of a "consumer" within the meaning of the CPA, the legal rights that may arise for this user should be exercised towards the Partner/Business User and not towards **NEXT BASKET**.

XI.3. **NEXT BASKET** Responsibility:

XI.3.1. NEXT BASKET is not liable towards its Partners/Business Users for damages, including lost profits, suffered by the latter in relation to the use of **The Platform** or other services related to **the Platform**, or in connection with the Online Stores created by the Partner/Business User, if these damages are not caused by the **NEXT BASKET** conduct.

XI.3.2. NEXT BASKET makes no promises neither guarantees that the use of **the Platform** or services related to the use of **the Platform** will lead to a specific financial or other positive result for the Partner/Business User.

- XI.3.3.** **NEXT BASKET** or any of its employees' consultations, provided for the benefit of the Partner/Business User as a part of **the Platform** use, do not constitute legal, tax or financial advice and should not be taken as such. **NEXT BASKET** is not responsible for legal, tax or financial decisions made by the Partner/Business User as a result of the consultations.
- XI.3.4.** However, **NEXT BASKET** does not exclude its liability to Partners/Business Users of **the Platform** when this would be contrary to the applicable legislation.
- XI.4.** Each Partner/Business User of **the Platform** is responsible for his/her/its behavior and should indemnify **NEXT BASKET** in case of damages suffered by **NEXT BASKET** in relation to the use of **the Platform** and other services by the Partner/Business User.
- XI.5.** The Partner/Business User agrees that in the event of a dispute with third parties, as a result of which a pecuniary sanction or other type of punishment (restriction and/or ban) has been imposed on **NEXT BASKET**, the Partner/Business User is obliged to indemnify **NEXT BASKET** for all pecuniary penalties, damages and other costs paid by the latter, incurred in relation to and as a result of the Partner's/Business User's illegal or in bad faith actions or omissions.
- XI.6.** The above applies, including when the Partner/Business User has listed incorrect data in his Online Store, has violated the rights of End Customers, the copyrights of third parties, regulations on the protection of personal data, competition rules or other legal requirements and norms.
- XI.7.** **NEXT BASKET** takes all necessary measures to protect its system from computer viruses, but it does not guarantee that the site or its servers are free of computer viruses or other malicious software that may affect the Partner's/Business User's system.
- XI.8.** The Partner/Business User has to ensure that they have the latest up-to-date protections to guard his/her/its electronic devices from computer viruses or other dangerous or malicious software.

XII. CONFIDENTIAL INFORMATION

- XII.1.** **NEXT BASKET**, on one hand, and each Partner/Business User, on the other hand, undertake both during the contract and after termination of their contractual relationship, indefinitely:
- a)** not to distribute and not to disclose on any occasion and in any way and not to allow the disclosure and/or distribution of confidential information,
 - (b)** not to perform any act which might

jeopardize the confidentiality/classified character of the confidential information.

XII.2. "Confidential Information" represents any information, facts, data concerning **NEXT BASKET** and its Partner/Business User, in economic, technical, organizational, financial or any other respect:

- a) which is acquired directly or indirectly in connection with and on the occasion of using the Services provided by **the Platform** and/or the performance of the contractual relationships reached between the Parties,
- b) regardless of the form in which they were disclosed or learned by the party concerned.

XII.3. It is not confidential information that:

- a) is publicly available;
- b) the relevant party who received it was required to disclose it by law or by-law, order of a government or competition protection authority or similar authority;
- c) the relevant party which has received it, has got it lawfully in possession before or at the time of its disclosure;
- d) the relevant party has lawfully received it from third parties who have had the right to disclose it.

XIII. FORCE MAJEURE

XIII.1. **NEXT BASKET** is not responsible for failure to fulfill its obligations, including failure to provide any of the Services described in these **General Terms and Conditions**, if the failure is due to "force majeure" (hereinafter "force majeure event").

XIII.2. "Force majeure event" includes any circumstance (event) of an extraordinary nature that could not be foreseen and does not depend on the will of **NEXT BASKET**, such as:

- a) strikes, blockades or other industrial action;
- b) civil disturbances, riots, assaults, terrorist attacks or threats of terrorist attacks, war (whether declared or not) or threat or preparation for war;
- c) fires, explosions, storms, floods, earthquakes, epidemics and other natural disasters;
- d) inability to use public or private telecommunications networks;
- e) any acts, decrees, laws, regulations or restrictions

of the government, including those for declaring a state of emergency.
f) as well as any other event beyond the control of the Parties, which may lead to **NEXT BASKET** not fulfilling its obligations, including lack of internet connection.

- XIII.3.** The performance by **NEXT BASKET** of an obligation related to the Services provided through **the Platform** is considered suspended for the period during which the force majeure event continues.
- XIII.4.** In case of impossibility to fulfill obligations due to a force majeure event, **NEXT BASKET** will notify the Partners/Business Users in writing through its website or by e-mail of its occurrence, as well as what is the assumed period of action and termination of the force majeure circumstance.
- XIII.5.** **NEXT BASKET** will use all reasonable efforts to end the force majeure event or find a solution to enable it to fulfill its obligations despite the event.

XIV. APPLICABLE LAW. DISPUTES

- XIV.1.** The Bulgarian legislation and EU law apply to issues not covered by these **General Terms and Conditions**.
- XIV.2.** In the event of a legal dispute of any nature between the Partner/Business User and **NEXT BASKET**, the Bulgarian law will apply.
The parties agree to resolve disputes amicably.
- XIV.3.** All disputes arising from these **General Terms and Conditions** or relating to them will be resolved by the International Court of Arbitration at the Alliance for Legal Interaction, Sofia, Republic of Bulgaria, in accordance with its Rules for Cases Based on Arbitration Agreements.
- XIV.4.** The above text also applies to disputes arising from or relating to the interpretation, invalidity, implementation or termination of the **General Terms and Conditions**, as well as those related to the filling of gaps in the **General Terms and Conditions** or their adaptation to new circumstances.

XV. COMMUNICATION

- XV.1.** The communication between **NEXT BASKET** and the Partners/Business Users should be done by using e-mail.
- XV.2.** **NEXT BASKET** contact details:
- a) Email for communication: office@nextbasket.com ;
 - b) For emergency contact in case of a non-working online store: help@nextbasket.com .

XVI. FINAL PROVISIONS

- XVI.1.** These **General Terms and Conditions** are valid and binding indefinitely and for the entire period of **the Platform** operation.
- XVI.2.** If any of the clauses under these **General Terms and Conditions** is/are found to be invalid, this will not invalidate the entire contract or any other parts thereof. The invalid clause will be superseded by the mandatory rules of law or established practice.
- XVI.3.** **NEXT BASKET** reserves the right to unilaterally change these **General Terms and Conditions** at any time, undertaking to notify all Partners/Business Users at least 15 days before the changes take effect by sending a notification to the contact emails provided by them.
- XVI.4.** In case of disagreement with the proposed amendments to the **General Terms and Conditions**, the Partner/Business User has the right to terminate his Subscription before the expiration of the 15-day notice.
- XVI.5.** Partners/Business Users may opt out of the above mentioned notice period by written statement or by clear affirmative action at any time after receiving the notification for the **General Terms and Conditions** change.
- XVI.6.** During the notice period, the offering of new Goods or Services through the Online Store is considered a clear affirmative action to waive the notice period.

- XVI.7.** The notice period does not apply in cases where **NEXT BASKET**:
- XVI.7.1.** is bound by a legal or regulatory obligation to amend its **General Terms and Conditions** in a manner that prevents it from complying with the notice period;
 - XVI.7.2.** has to exceptionally amend its **General Terms and Conditions** in order to overcome an unforeseen and immediate danger related to the protection of intermediary online services, users or business users from fraud, malware, spam, data security breaches or other risks , related to cybersecurity.
- XVI.8.** **NEXT BASKET** does not change the **General Terms and Conditions** retroactively, except when required for legal or regulatory compliance obligation or when such amendment is for the benefit of the Partners/Business Users.

These **General Terms and Conditions** were published on November 15, 2023.