

NOREBASE TERMS OF USE

Norebase Limited (“**Norebase**”) provides trade technology services to its users through its website portal (norebase.com) and all of its collective websites and applications. This terms of use (“**Terms**”) are between You - (“**The Client**”) and **Norebase** which governs the use and availability of all Norebase websites and applications (collectively, the “**Sites**”) as well as services (the “**Services**”) owned, offered and operated by **NOREBASE LIMITED** or its affiliated companies. By registering for or otherwise using any of the Sites or Services (as defined below) or accessing any content or material (the “**Materials**”) that Norebase makes available through the Sites or Services, the Client agrees to these Terms. This Agreement may be modified by Norebase from time to time at our sole discretion. We strongly recommend that, as you read this Agreement, you also access and read the linked information contained therein. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

IMPORTANT DISCLAIMER: Norebase is not an attorney, a law firm, a business advisor, or a substitute for an attorney or a law firm or a business consultant and does not engage in the practice of law or consulting. Norebase cannot and does not provide any kind of advice, explanation, opinion, or recommendation about possible legal rights, remedies, defenses, options, or selection of forms, or strategies. We provide information and software and you are responsible for appropriately using this material. The Materials therein do not and are not intended to, constitute legal or business advice. Norebase makes no representation or warranty of any kind, express or implied regarding the accuracy, adequacy, validity, or completeness of the information contained on its Sites.

1. Definitions

In these Terms, the following words and phrases shall, save where the context otherwise requires, have the following meanings:

"Agreement" means this Terms of Use, the [Refund Policy](#), [Privacy Policy](#) and any other agreement or contractual term it references;

"Aggregate Data" means Norebase may create, generate, and utilize Aggregate Data for any lawful purpose. "Aggregate Data" refers to de-identified and anonymized sets of data derived from the data of multiple customers (including Customer Data) for the purpose of presenting that information in summary form.

"CDD" means client due diligence documentation and information;

"Client/Customer" means any natural or legal person who has signed up on Norebase's Sites whether that person completes or abandons his application in relation to the provision of Services or at whose request Norebase shall have agreed to provide Services;

"Client Data" means all means all information, documentation, and certifications relating to a Client, including details of their legal and beneficial owners and controllers, the Client's relationship with Norebase, accounts established for a Client, personal information such as a person's name, address, place of residence (or registered office), nationality, tax status, date and place of birth (if a natural person), social security or other applicable identification number, and any other customer due diligence (CDD) information

"Materials" means any pictograph, image, blog post, article, writings, txt files, or any other documents or texts contained on the Norebase website and its Sites.

"Norebase website" means norebase.com or any other related sites set up by Norebase or any of its affiliates for the performance of its services.

"Relevant Jurisdiction" means the country or jurisdiction where the service requested is to be carried out;

"Services" means: (i) the company incorporation service and ancillary services, (ii) IP registration services; and (iii) tax registration services (iv) compliance solution to automate and collaborate on filing tax, regulatory, license, and corporate governance obligations; and (v) Merchant of Record (MOR), offered by Norebase to the Client.

"Sites" means all Norebase websites and applications;

"Termination" in connection with a Client means termination of the provision of the Services to, on behalf of or in connection with, such Client, pursuant to the terms hereof.

2. Scope of Terms

2.1 These Terms, [Refund Policy](#), and the [Privacy Policy](#) (hereby incorporated by reference) form a binding agreement between Norebase and the Client (collectively, this **"Agreement"**).

2.2 In the event of any conflict between these Terms and the provisions of any written agreement, the provisions of this agreement shall prevail.

2.3 NOREBASE reserves the right to vary these Terms at any time and for any reason. Where this is the case, Norebase shall use its reasonable endeavors to inform the

Client as soon as it is reasonably practical, An update published on the website will be considered sufficient notice.

2.4 Notwithstanding Clause 2.3 above, publication of such variation or updated terms on the Norebase website or Sites shall constitute adequate notice to the Client and the Client shall be bound by the varied terms as provided on the Sites.

3. Services

Through its platform, Norebase provides businesses with access to a variety of resources and services designed to facilitate international transactions and ensure compliance with local laws and regulations. These services include:

1. **Business Setup:** Norebase assists businesses in setting up their operations in certain countries in **Africa (as stated on the website at any given time), Delaware, U.S.A, and the British Virgin Islands**. This list of countries is updated as the Company expands. This includes helping businesses set up, complete tax registrations, obtain business bank accounts, and protect their intellectual property rights in these countries.
2. **Compliance (AutoComply):** AutoComply is designed to assist global compliance teams in discovering, automating, and collaborating on filing tax, regulatory, licensing, and corporate governance obligations.
3. **Merchant of Record(MoR):** Norebase acts as a Merchant of Record , managing the financial and legal aspects of selling goods to end customers on behalf of businesses. This includes processing payments, handling taxes, and ensuring compliance with local laws and regulations. The MoR service enables businesses to sell internationally without establishing a legal presence in each country.

The services provided by Norebase, including any updates, enhancements, or new features, are subject to these Terms of Use.

4. Representations and Warranties

4.1 By using the Services, the Client represents and warrants that:

- you have the legal capacity to enter into this Agreement and in the case of an individual client, has attained the age of majority in his/her country of origin;
- you are not precluded by any legal encumbrance from executing this agreement;
- you have full corporate power and authority to enter into this agreement and to perform all your obligations hereunder;
- all CDD provided shall be original, authentic and true to the best of your knowledge;
- you have satisfied all payment requests, wholly and timeously;
- you have taken independent legal and tax advice with respect to these Terms and Agreement and the provision of the Services by Norebase;
- all officers, directors, shareholders, or any other person whose information is submitted for the purpose of providing any of the Services has expressly consented to the use of his/her data in that form;
- The source of any funding, other monies or assets provided, to be provided or procured to be so provided (whether in relation to the Services or for any other purpose), is lawful and not derived from, or in any way otherwise connected with, any illegal activity;
- you will make all such disclosures and report all such matters (in full) as you are legally obliged to do (including, without limitation, in respect of applicable taxation) and, in each case, to the appropriate authority;
- you are not (directly or indirectly), engaged or involved with any unlawful activity or purpose;
- all information provided, including but not limited to, financial information, business information, and product information, is accurate, complete, and up-to-date;

- you have the right to use and distribute any intellectual property, including but not limited to, trademarks, logos, and content, provided for use in connection with the services;
- you are the owner of each Product in the MOR or that you are legally authorised to act on behalf of the owner of such Product for the purposes of the Agreement;
- your use of the Services and the delivery and performance by you of your obligations under the Agreement do not and will not conflict with or violate any agreement or other instrument with a third party applicable to you or otherwise infringe upon the rights of any third party (including Intellectual Property Rights); and
- your usage of Norebase's services under this agreement do not and will not violate any agreement, law, or regulation to which you are subject;

4.2 The Client further warrants that he/she/it will not use any of the rights granted in any Agreement for any illegal, obscene, immoral or defamatory purposes and will not in any way bring Norebase into disrepute. The Client will not in any way whatsoever, use or combine the Norebase name, in whole or in part, for the purpose of trading activities. Norebase reserves the right to cooperate with any official investigating authority if required in relation to any allegations of impropriety against the Client.

4.3 Norebase further reserves the right to refuse any and/or all its services to the Client without giving any reason or explanation thereto, and cannot, under any circumstances, be held responsible for such refusal.

5. User Registration and Account Creation

Account Creation

5.1 In order to use certain features of the Services, you must register an account ("**Account**") and provide certain information about yourself as prompted by the account

registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Site, subject to early termination fees, as applicable. Norebase may suspend or terminate your Account in accordance with the Term and Termination Section.

Each account registration is for a single user only and the Client may not misrepresent his/her identity or affiliation with any person or organization and the Client may never use another person's account for any reason whatsoever.

Account Protection

5.2 You are responsible for maintaining the security and confidentiality of your Account login information and you are fully responsible for all activities that occur under your Account. You agree to immediately notify Norebase of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Norebase cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. If you believe or suspect that an unauthorized person has obtained the password or accessed your Account, you must immediately notify Norebase via email at **support@norebase.com**.

Account Termination

5.3 The Client may terminate the Account at any time any for any reason by selecting the "Delete Account" option from the profile menu or by sending an email to **support@norebase.com**. The Account may be deleted within 7 days of the Client's request for deletion. Following termination, Norebase may delete any or all of the information associated with the Account, including the Client's entitlement to access any materials and other functionality attached to the Account, regardless of any value the

Client may ascribe to such material or functionality. Norebase further disclaims any value the Client may attribute to any of the Client's data stored on its servers. Additionally, the Client will not receive any further communications from Norebase unless and until a new account is created or the Client otherwise requests that such communications be provided to him/her/it. Norebase's rights under this Terms will survive any termination of the Account or cessation of the Client's use of the Services.

6. Access to the Site and Services

License. Subject to this Agreement, Norebase grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Sites solely for your own personal, non-competitive use.

Certain Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Sites, whether in whole or in part, or any content displayed on the Site or App; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or App; (c) you shall not access the Sites in order to build a similar or competitive website, product, or service, to discover information that could be used to compete against Norebase (such as the terms of its relationships with its business partners); and (d) except as expressly stated herein, no part of the Sites may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Sites shall be subject to this Agreement. All copyright and other proprietary notices on the Sites (or on any content displayed on the Sites) must be retained on all copies thereof.

Modification. Norebase reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you, except where

Norebase is providing monthly or yearly services, in which case Norebase will endeavor to give you notice prior to the next renewal term. You agree that Norebase will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof. An update published on the Sites will be considered sufficient notice.

Delays. The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. The Service also may be subject to governmental shutdowns, delays, and other problems associated with the different country's governmental agencies. Norebase is not responsible for any delays, failures, or other damage resulting from such problems.

No Support or Maintenance. You acknowledge and agree that Norebase will have no obligation to provide you with any support or maintenance in connection with your request of the Services. Any support or maintenance provided is simply a customer-service provision out of courtesy.

Ownership Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Sites and its content are owned by Norebase. Neither this Agreement (nor your access to the Services) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth herein. Norebase and its suppliers' reserve all rights not granted in this Agreement. There are no implied licenses granted under this Agreement.

You, as the Seller (Client), retain all ownership rights in your buyer data and confidential information, including any intellectual property rights therein. Nothing in the Agreement transfers or conveys to Norebase any ownership interest in or to your data or confidential information. However, Norebase has the right to create Aggregate Data and owns all right, title, and interest in Aggregate Data both during and after the term of the

Agreement. You shall ensure that you have all necessary rights and permissions required by applicable laws to use and permit the use of your data in accordance with the Agreement.

Privacy Policy and Confidentiality. Norebase has established a privacy policy compliant with privacy laws explaining to you, and other users, how your personal information is collected, shared and used. The Policy is located at <https://norebase.com/privacy>

User Content. The Client represents and warrants that all of the information, data, documents, ID, etc uploaded to the Sites are correct, true, and accurate, and no fraudulent information has been uploaded to the Sites. This representation and warranty would apply to Users who are uploading other person's personal information and ID for the purpose of ordering any of Norebase's Services.

Acceptable Use Policy. The Client hereby agrees not to use the Sites to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any applicable law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to: (i) upload, transmit, or distribute to or through the Sites any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Sites unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other

form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Sites to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Sites, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Sites (or to other computer systems or networks connected to or used together with the Sites), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Sites; or (vi) use software or automated agents or scripts to produce multiple accounts on the Sites, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Sites (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Sites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with the Term and Termination Section, and/or reporting you to law enforcement authorities.

Consent to Use Certain Data. The Client hereby agrees that Norebase and its subsidiaries, affiliates, agents, and partners may collect, maintain, process, and use diagnostic, technical usage, and related information including but not limited to information about your computer, system, and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the services, and to verify compliance with this Agreement. Norebase may use certain information, as long as it is collected in a form that does not personally identify you, to provide and improve

Norebase's products and services. To enable Norebase's partners and third-party developers to improve their software, hardware, and services designed for use with Norebase's products, Norebase may also provide any such partner or third-party developer with a subset of diagnostic information that is relevant to that partner's or developer's software, hardware and/or services, as long as the diagnostic information is in a form that does not personally identify you. Norebase may use other information in accordance with its [privacy policy](#)

Consent to Share Data. The Client hereby agrees that Norebase may share the information and data collected on its Sites with third-party agents and partners for the purposes of implementing the Services requested. Sharing this information with Norebase's partners would not constitute a breach of any data protection laws relevant to the user or Norebase.

Intellectual Property Rights. The Sites and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Norebase, its licensors, or other providers of such material and are protected by law and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You hereby grant to Norebase a non-transferable, non-exclusive right to use the Trademarks in order to provide the Services and undertake to indemnify Norebase from and against any claim that our proper use of the Trademarks under such licence infringes any third party rights. Norebase shall not attach any additional trademarks, service marks, or trade names to any Product and shall not use the Trademarks as part of its own trademarks, service marks or trade names or in any other manner that would tend to imply that Norebase has an affiliation with you other than as set forth in this Agreement.

These Terms permit you to use the Sites for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Sites, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Sites for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Sites.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Sites.

If you wish to make any use of material on the Sites other than that set out in this section, please address your request to: support@norebase.com

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Sites in breach of the Terms, your right to use the Sites will

stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Sites or any content on the Sites is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Sites not expressly permitted by these Terms of Use is a breach of these Terms and may violate copyright, trademark, and other laws.

Norebase's name and logo and all related names, logos, product and service names, designs, and slogans are trademarks of the company or its affiliates or licensors. You must not use such marks without the Company's prior written permission. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Third-Party Links. The Sites may contain third-party data and/or sources such as data from governmental records or links that direct you to third-party partners for example, providers of business accounting services, small business banking services, small business insurance services, small business lending services, domain name, website services etc (collectively, "Third-Party Data & Sources"). Such Third-Party Data & Sources are not under the control of Norebase, and Norebase is not responsible for any Third-Party Data & Sources. Norebase provides access to these Third-Party Data & Sources only as a convenience to you and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Data & Sources. You use all Third-Party Data & Sources at your own risk and should apply a suitable level of caution and discretion in doing so.

Bank Account & Banking Partners. Our banking partners are third-party entities, and we do not have control over how they underwrite customers or work through your application during the underwriting process.

Our banking partners have specific restrictions in relation to particular businesses and countries, and other legal limitations arising from the operation of a multi-currency

account and the US financial system. Norebase does not accept liability for the inability of our banking business partners to set up any of our User's bank accounts.

Norebase does not have any access to your banking information, or account and would not be liable for any issues that arise for the use of your account.

Indemnification. You agree to indemnify, defend and hold harmless Norebase, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers, and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from (a) any violation of this Agreement by you; (b) the inaccurate or untruthful Content or other information provided by you to Norebase or that you submit, transmit or otherwise make available through the Service; (c) any disputes in respect of the Product; (d) any intentional or willful violation of any rights of another or harm you may have caused to another. Norebase will have sole control of the defense of any such damage or claim.

7. Merchant's Obligations

7.1 The merchant/seller warrants that, before entering into this Agreement and thereafter upon our request, it will provide information about itself and its business, including its financial status, creditworthiness, activities, shareholders (and ultimate beneficial owners), products, and merchant URLs, as requested by us or our third-party KYC verification partners (the "Seller Information"). The merchant represents and warrants that all Seller Information provided to us is correct and up-to-date. The merchant undertakes to provide us with at least five (5) Business Days' prior written notice of any material change to any of the Seller Information.

7.2 If the merchant fails to provide the merchant Information requested in accordance with clause 7.1, we reserve the right to suspend the provision of our services until such information is provided.

7.3 The merchant shall provide correct and complete merchant URLs to us. The merchant may, subject to our prior written approval, amend its existing merchant URLs or add new merchant URLs from time to time. In such cases, the same obligations that apply to existing merchant URLs shall apply to the amended or additional URLs.

7.4 The merchant is responsible for correctly entering all information into the merchant Account and merchant Dashboard.

8. Prohibited Conduct

Unless expressly provided for herein or as agreed upon in a writing duly signed by Norebase and the Client, the Client may not under any circumstances:

- Reproduce, download, modify, translate, add to, distribute, transmit, share, publish, perform, display, disclose, archive, upload, broadcast or sell, sublicense, index or exploit any Materials in any medium without Norebase's prior express written permission, either directly or through the use of any device, software, Internet site, web-based service or other means;
- Copy or print any Materials, whether licensed by Norebase or otherwise, unless and to the extent it is for the Client's own personal, non-commercial use and the Client must retain all trademark, copyright and other proprietary notices contained in and on any such Materials;
- Use the Materials in a manner that suggests an association with any of Norebase's products, services or brands;
- Remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademarks or other proprietary notices marked on the any Materials or any

digital rights management mechanism, device or other content protection measures either directly or through other means;

- Mirror, frame, screen scrape or deep link to any aspect of the Sites or access any Materials through technology or means other than those provided or authorized by Norebase;
- Access the Sites via any automated system, including without limitation by “robots,” “spiders,” “offline readers,” etc., or otherwise take any action that imposes, or may impose (as determined by Norebase in its sole and absolute discretion) an unreasonable or disproportionately large load on its infrastructure, or attempt to interfere with the proper working of the Sites in any other way.
- Knowingly or recklessly upload invalid data or introduce viruses, worms, Trojan horses or other malware or software agents, whether harmful or not, or tamper with, impair, damage, attack, exploit, or penetrate the Norebase Sites, or otherwise attempt to interfere with or compromise the system integrity or security of Norebase or any connected networks, or take any action to impact the proper operation of the Sites and any person’s or entity’s use or enjoyment thereof;
- Bypass the measures Norebase may use to prevent or restrict access to or use of the Sites including by hacking into secured or non-public areas, circumventing any fencing mechanisms or otherwise;
- Attempt to reverse engineer any aspect of the Sites or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables or underlies the Sites, create any derivative works or materials of any kind using any Materials, whether or not the Client intends to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Services.

8. Client Due Diligence Documentation (CDD)

8.1 The Client shall provide Norebase with such information as Norebase considers necessary in order to ensure that the Client complies with applicable legislation on anti-money laundering and due diligence. The Client is responsible for ensuring that the

information provided to Norebase is correct and represents to Norebase that assets or funds introduced to a Company do not represent either directly or indirectly the proceeds of a crime or other illegal activity. In order to enable Norebase to meet its legal obligation, the Client shall keep Norebase fully and promptly informed of any changes in the beneficial ownership, shareholding and officers of the company. Beneficial owners indicated by the Client shall sign a “form” as may be requested in the Agreement. The Client shall immediately inform Norebase of the nature of the activities of the company and seek Norebase’s prior written consent before making any material changes to those activities. Any certification must be done in accordance with the requirements of the applicable jurisdiction and as per Norebase’s instructions, if any. The Client is obligated to provide the requested due diligence material prior to the commencement of the Services.

8.2 **CDD** may include, without limitation:

- original certified copies of identity documents,
- a proof of legal domicile no older than 3 months,
- certified copies of corporate documentation,
- certified translations where applicable,
- any other documentation or information as may be required,
- Business registration documents; and
- Any other documentation or information requested by Norebase to assess compliance.

9. Anti-Money Laundering Policies

Norebase hereby confirms that it has complied with all the applicable anti-money laundering laws and regulations, including the Proceeds of Crime Act of the UK. We have collected all necessary information required to conduct customer due diligence, as best as possible.

As a business support company, we are not aware of, nor are we liable for the operation of the companies that Norebase helps to incorporate, helps with compliance with the law and regulations of their country, and while we offer a payment gateway for businesses to process transactions, we are not accountable for the merchants, their products or services.

10. Fees and Payment Terms

General

10.1 Norebase charges you an all-inclusive fee which covers service charges, statutory charges and expenses required to carry out the transaction accurately. Norebase may collect these fees using a third-party payment service. Norebase shall commence the implementation of a Service ordered only after the receipt of the full payment of the fees. All fees and charges are payable in the currency nominated by Norebase, usually, USD, and the amount shall be computed using the Foreign Exchange Rate and shall be determined as of the date of computation. The Client is not authorized to withhold fees and interests due to any service, guarantee, or liability-related claims. In the same manner, any right of offset on the part of the Client is hereby excluded.

Automatic Billing and Recurring Payments

10.2 Norebase may send a reminder email to the email address of record for the Client's account before any installment billing dates. The Client acknowledges and agrees that this notice is provided as a courtesy only, and Norebase is not obligated or required to provide such notice. The Client acknowledges and agrees that (i) failure to read, (ii) inability to receive, and/or (iii) the failure of Norebase to send the email does not create any liability on the part of Norebase or any third-party service provider for initiating automatic payments for subscribing to Norebase annual services.

Consequently, the Client hereby authorises Norebase to charge the card originally used for purchase on either a monthly or yearly basis for a Service as appropriate. You may elect to discontinue some or all of your paid services at any time by contacting support@norebase.com. Should you elect to discontinue any of the paid services prior to the expiration of the initial 12-month term you may be required to pay a cancellation fee and any other expenses which have been paid or incurred by Norebase, including state or third-party vendor fees.

BY ACCEPTING THESE TERMS OF SERVICE YOU UNDERSTAND AND AGREE THAT UNLESS AND UNTIL YOU CANCEL YOUR SUBSCRIPTION TO THE SERVICES (1) YOUR SUBSCRIPTION TO THE SERVICES WILL AUTOMATICALLY RENEW AT THE END OF EACH SUBSCRIPTION PERIOD AND CONTINUE FOR ANOTHER SUBSCRIPTION PERIOD; (2) YOU WILL AUTOMATICALLY BE BILLED AT THE START OF EACH NEW SUBSCRIPTION PLAN PERIOD; AND (3) THAT PERIODIC CHANGES FOR EACH NEW SUBSCRIPTION PERIOD WILL BE AUTOMATICALLY BILLED TO YOUR DESIGNATED BILLING PAYMENT METHOD. YOU MAY TERMINATE ENROLLMENT IN AUTOMATIC RENEWAL BY EMAILING SUPPORT@NOREBASE.COM.

Specific Card Payment Conditions

10.3 Norebase reserves the right (and the Client hereby irrevocably authorizes Norebase) to collect monies in respect of fees for Services, taxes, disbursements and expenses from any bank account maintained in respect of the Client (whether in the name of the Client or Norebase). Any monies required in the settlement of all fees, taxes, disbursements and expenses may immediately be debited to any such account for the credit of any account of Norebase, which shall immediately become entitled to all such monies. (For the avoidance of doubt, Norebase will automatically collect monies due to it in respect of any Agreement, annual responsibility (or other) fees, taxes,

disbursements and expenses from any bank account maintained in respect of the Client without the prior approval of the Client).

10.4 Where a third party makes a card payment to Norebase on behalf of the Client, The Client warrants that the cardholder has authorized the payment, as well as the use of the card and processing of the card data by Norebase in accordance with the Agreement. The Client agrees to cause the cardholder to sign and comply with a cardholder statement. Norebase shall not be liable for any unauthorised third-party payments.

Abandoned or Incomplete Orders

10.5 The Client understands that, other than as required by applicable law, and subject to the [Refund Policy](#) you shall have no right to cancel, request a cash refund, or obtain store credit for any undelivered order. All itemization of fees is displayed for convenience only. Abandoned orders may result in liquidated damages equal to the amount paid to Norebase for reimbursement of our commitment to service this order.

Sales Tax and Withholding

10.6 The use of MOR on the site allows Norebase to handle all Sales Tax collection, reporting and remittance. If required by law, Norebase will withhold any and all required taxes, fees and other such amounts from sales proceeds of any Product.

10.7 If Norebase is obligated to issue a refund to a Buyer, including in cases of Chargebacks, you agree to reimburse Norebase for the refund amount, as well as any associated charges and fees, up to GBP, USD, or EUR, depending on the Transaction Currency (if the Transaction Currency is different, this will be based on the Payment Currency). Norebase retains the right to suspend all Services until the outstanding amount is settled by you.

Set Off

10.8 Without prejudice to any other rights or remedies we may have, the Merchant hereby authorises us to set-off by whatever means the whole or any part of the Merchant 's liability to us under this Agreement against any funds, sums or other amounts owing to, the Merchant under this Agreement including but not limited to:

(i) liability for refunds and Chargebacks;

(ii) any fines issued for non compliance with the Payment Scheme Rules;

(iii) breach of our Acceptable Use Policy;

(iv) fraudulent or illegal use of our Services; or

(v) other liabilities as set out in this Agreement.

10.9 You agree that we may exercise the right of set-off in clause 10.9 at any time, without further notice to you whether your liability is present or future, liquidated or unliquidated, actual or contingent. If the liability to be set off is expressed in different currencies, we may convert such liability at a market rate of exchange for the purpose of set-off. In the event such set-off does not fully reimburse us for the liability owed, you shall immediately pay us a sum equal to any shortfall.

10.10 Norebase is not required to pay any Merchant Fees for activities or Products it deems, at its sole discretion, to be fraudulent or illegal under any applicable law or regulation. We reserve the right to suspend your Merchant Account, withhold any Merchant Fees, or terminate this Agreement if:

(i) We determine, at our sole discretion, that you pose a significant fraud risk or engage in any other illegal activity associated with your Merchant Account;

(ii) Any law or Payment Scheme Rules mandate such action; or

(iii) We are otherwise authorized to do so under this Agreement.

11. Exclusivity

Nothing in this Agreement creates a retainer, and Norebase reserves the right to provide services to other entities and clients at its absolute discretion and without prior reference to (or approval from) any other Client, and this would not be regarded as a Conflict of Interest.

12. Communication and Instructions

The Client and Norebase may send to each other instructions, notices, documents or any other communication either by postal mail, e-mail, or via the Sites. Norebase may also act on original, written, facsimile, e-mail or oral guidance or instructions from the Client or a duly appointed agent of the Client. Where guidance or instructions (in any form, including by telephone) are received on behalf of the Client, this shall be entirely at the Client's own risk. Where guidance or instructions are received, purporting to come from the Client or a duly appointed agent of the Client, Norebase shall be entitled to accept such guidance or instructions as authentic and to act on them accordingly. Norebase shall not be held liable (in any way whatsoever) as a consequence of acting on any such guidance or instructions. In the event the Client terminates all NOREBASE Services for one or several registered Companies, any notice of termination served by email must be sent to **support@norebase.com**.

13. Confidentiality

Norebase shall keep confidential all Client Data unless:

a. the information concerned is in the public domain (other than as a consequence of a disclosure made by Norebase in violation of these Terms or the Agreement);

b. Norebase is required (or considers it necessary) to disclose the information concerned by virtue of:

- the law or regulation (including, in particular, but without limitation, as may relate to anti-money laundering or taxation matters) in the UK or another Relevant Jurisdiction;
- an order of a court of competent jurisdiction; or
- an instruction or direction from a government department or regulatory authority in the UK or another Relevant Jurisdiction, which has the power to compel such disclosure;

c. Norebase is authorized to disclose the information concerned by the Client;

d. Norebase considers that such disclosure is:

- necessary or appropriate in furtherance of the provision of the Services;
- (otherwise) conducive to the more effective, efficient, or economical provision of the Services;
- (otherwise) in the best interest of the Client; or
- necessary in order to properly defend any action or claim brought by any person (whether the Client or otherwise);

e. Norebase makes a disclosure that it considers appropriate to:

its professional indemnity insurer from time to time; or

a representative of the Norebase team, its partners, affiliates or necessary agents from time to time.

14. Force Majeure

Norebase shall not be liable for the failure to perform any of its obligations under this Terms as a result of the occurrence of a Force Majeure event or situation which makes it impossible for Norebase to perform its obligations and which, for the purposes of this Terms, includes but is not limited to acts of God, national emergencies, prohibitive decisions of government or local authority, war or civil conflict. In the event of a Force Majeure situation or event, the performance of the obligations of this Agreement shall be extended by the period of the Force Majeure situation or event provided it does not exceed thirty (30) days. In the event that the Force Majeure situation or event continues for a period of thirty (30) days or more either Party shall be entitled to terminate this Terms forthwith by written notice to the other Party.

15. Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Sites (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. We will attempt to notify you of termination where we have advance notice so that you can download your User Content. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve the deletion of your User Content associated with your Account from our live databases. Norebase will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content.

Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination.

16. Disclaimer & Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL NOREBASE, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

NOREBASE SHALL NOT BE LIABLE FOR ANY ACTS CONDUCTED BY THE COMPANIES THAT ARE INCORPORATED BY VIRTUE OF A CLIENT'S REQUEST AND INFORMATION PROVIDED.

IF ANY ISSUES ARISE IN A PAYMENT TRANSACTION THAT INVOLVE US, BUT ARE CAUSED BY ABNORMAL OR UNFORESEEABLE EVENTS BEYOND OUR CONTROL, WHICH WOULD HAVE BEEN UNAVOIDABLE EVEN WITH ALL PREVENTIVE MEASURES TAKEN, WE WILL NOT BE LIABLE TO YOU FOR ANY RESULTING LOSSES AND COSTS. ADDITIONALLY, IF WE ARE UNABLE TO FULFILL OUR OBLIGATIONS TO YOU OR PROVIDE OUR SERVICES DUE TO LEGAL OR REGULATORY OBLIGATIONS OR CHANGES THAT APPLY TO US, WE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR COSTS INCURRED.

CERTAIN LINKS ON OUR WEBSITE MAY LEAD TO WEBSITES, RESOURCES, OR TOOLS MAINTAINED BY THIRD PARTIES OVER WHOM WE HAVE NO CONTROL, INCLUDING, WITHOUT LIMITATION, THOSE MAINTAINED BY OTHER ENTITIES WITHIN OUR NETWORK OR INDIVIDUAL PERSONNEL OF SUCH ENTITIES. WITHOUT LIMITING ANY OF THE FOREGOING, WE MAKE NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING SUCH WEBSITES, RESOURCES, AND TOOLS, AND LINKS TO ANY SUCH WEBSITES, RESOURCES, AND TOOLS SHOULD NOT BE CONSTRUED AS AN ENDORSEMENT OF THEM OR THEIR CONTENT BY US.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17. Refund Policy

17.1 Our full Refund Policy is set out on our [Refund Policy](#) page. Please ensure you read and understand the refund terms before making payment for the Services. If you have any clarifications or questions, please do not hesitate to contact support@norebase.com

17.2 Use Norebase with confidence knowing that your purchase is backed by our 14-day return policy money-back guarantee. If you wish to cancel a Service, a subscription, or an add-on Service, please contact support@norebase.com within 14 days after payment for a full refund less any statutory fees, taxes, and third-party charges already advanced. After 14 days, we can cancel your subscription or service, but no refunds will be issued.

17.3 Refunds will be processed and settled via the original mode of payment or any other reasonable agreed means of payment.

18. Miscellaneous

Waiver.

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Severability

If any term or condition contained herein is or may become under any written law, or is found by any court or administrative body of competent jurisdiction to be illegal, invalid, prohibited, or unenforceable then such term or condition shall be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability. The remaining terms or conditions herein shall remain in full force and effect. For the avoidance of doubt, nothing in these Terms is intended to (or shall) limit or exclude any liability which cannot lawfully be limited or excluded pursuant to English law.

Revision

We reserve the right to update or modify these Terms of Use at any time without prior notice. Any changes will be effective immediately upon posting on this website. It is your responsibility to review these Terms of Use periodically for any updates or changes. Your continued use of this website after any modifications indicates your acceptance of the updated Terms of Use.

Entire Agreement.

The Terms of Use and our [Privacy Policy](#) and [Refund Policy](#) constitute the entire agreement between you and Norebase, regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Assignment

To successfully execute the Service, Norebase reserves the right to engage Partners in Relevant Jurisdictions who are bound by the relevant and applicable provisions of these Agreements. The rights and obligations of the Client resulting from this Terms or any other Agreement can only be transferred to third parties with the express authorization and written consent of Norebase.

Governing Law

These Terms shall be governed by and construed in accordance with laws of England and Wales and the English courts shall have exclusive jurisdiction to determine all disputes that may arise in connection with it.

Dispute Resolution

Please read these dispute resolution terms carefully because the terms contained therein are mandatory. Efforts shall be made to resolve all disputes (which may arise out of or may be in connection with these Terms) amicably. Any dispute arising out of these Terms, which cannot be settled, by mutual agreement/negotiation within one (1) month shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules which Rules are deemed to be incorporated by reference into this Clause. The dispute shall be referred to a document-only expedited arbitration conducted pursuant to the London Court of International Arbitration (LCIA)

Rules. The number of arbitrators shall be one (1) appointed jointly by the parties. If the parties are not able to agree on the nomination of the arbitrator within 10 (ten) business days of exchanging the Notice of Dispute, the arbitrator shall be appointed by the Centre for Effective Dispute Resolution, virtually.

The seat of arbitration shall be London, England. The language to be used in the arbitration proceedings shall be the English Language. Any hearings (if required) will be conducted virtually.