



## TERMS OF USE AGREEMENT

By accessing [www.baseflow.net](http://www.baseflow.net) or related media (the "Website"), you agree to these Terms of Use between you and Base Flow LLC ("Company"). The Website offers resale of water quality measuring equipment from Xylem (YSI, OI, SonTek, WaterLog, Global Water, etc.), NexSens, Seametrics, Consibio, Geolux, and other brands to the US and Latin America.

Use of the Website is subject to local laws. Access from other regions is at your own risk. Minors under 18 must have parental permission and supervision; users under 13 may not register or use our services.

By using the Website, you agree to these terms and any future updates. If you do not agree, do not use the Website or Company services.

### **Purchases & Payment**

Company bills you through an online billing account for purchases of products and/or services. You agree to pay Company all charges at the prices then in effect for the products you or other persons using your billing account may purchase, and you authorize Company to charge your chosen payment provider for any such purchases. You agree to make payment using that selected payment method. If you have ordered a product or service that is subject to recurring charges then you consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product or service. Company reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by Company. Company may change prices at any time. All payments shall be in U.S. dollars.

### **Refund Policy**

All sales are final, and no refunds shall be issued.

### **Submissions**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Company Services ("Submissions") provided by you to Company are non-confidential and Company (as well as any designee of Company) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## Prohibited Activities

You may only use the Website for its intended purpose. You must not:

- Try to bypass security or access restricted areas
- Pretend to be someone else or use another user's account
- Break the law or engage in harmful behavior
- Copy, modify, or reverse-engineer the Website's software
- Remove copyright notices from content
- Use bots or automated tools to collect data or interact with the site
- Harass or threaten Company staff
- Disrupt the Website or its services
- Collect user data or create fake accounts
- Sell or transfer your account
- Use Website content to build a database without permission
- Trick or mislead others to get sensitive info
- Use Website info to harm others
- Compete with the Company using its own services
- Violate any laws or regulations while using the Website

## Intellectual Property

All content and logos on this Website belong to Base Flow LLC or its partners and are protected by copyright and trademark laws. You may not copy, use, or share this content without written permission. You're allowed to view and download content for personal, non-commercial use only. All other rights are reserved.

## Third-Party Content

The Website may link to other websites or show content from third parties. We don't control or verify this content and aren't responsible for its accuracy or safety. If you choose to visit or use third-party sites or content, you do so at your own risk. Be sure to review their terms and privacy policies. Any purchases made through third-party sites are your responsibility.

## Company Rights

Base Flow LLC may, but is not required to:

- Monitor the Website for rule violations
- Take legal action against users who break the rules
- Limit or block access to content that violates policies
- Remove large or system-heavy files without notice
- Manage the Website to protect users and ensure it works properly

## Privacy Policy

We respect your privacy. By using our Website or services, you agree to our Privacy Policy and allow your personal data to be processed in the U.S.

### **Term & Termination**

You can stop using the Website anytime by closing your account or contacting us. We may also block or remove access at any time, without notice, if you break the rules or laws.

We may block certain IP addresses to protect the Website. Some parts of this agreement may still apply even after your account is closed.

If you live in a state that allows cancellation within 3 business days, you can cancel without penalty by contacting us or using your account settings.

If your account is suspended or deleted, you cannot create a new one under your name or someone else's. We may also take legal action if needed.

### **Changes to This Agreement and Services**

We may update these terms at any time. Changes will be posted on the Website, and using the Website after updates means you accept the new terms. We may also change or stop parts of our services at any time without notice.

### **Disputes Between Users**

If you have a disagreement with another user or a third party, we're not responsible and won't get involved. By using the Website, you agree not to hold us liable for any issues that arise between you and others.

### **Disputes with the Company**

Any legal matters will be handled under Florida law. Disputes must be brought to courts in Florida, unless we choose to take action elsewhere to protect our rights. You agree not to sue us more than 2 years after a problem occurs. If we need to take legal action, you may be responsible for our legal costs.

### **Corrections**

Sometimes the Website may have errors or outdated info. We can fix or update this at any time without notice.

### **Disclaimers**

We can't control all content on the Website and don't guarantee it's always accurate or safe. Use the Website at your own risk. We're not responsible for:

- Mistakes or errors in content
- Harm from using the Website
- Unauthorized access to your data
- Service interruptions
- Viruses or harmful software
- Problems with third-party links or ads

We don't endorse third-party products or services shown on the Website. Always use your best judgment when interacting with outside content.

### **Limitation of Liability**

We're not responsible for any damages (including lost data or income) from using our Website or services—even if we were warned it might happen. If you paid for services, our maximum liability is limited to what you paid in the last 3 months. Some state laws may give you additional rights.

### **Indemnity**

If your actions cause problems or legal issues for us, you agree to cover our costs, including legal fees. We may take over the defense, and you'll need to cooperate.

### **Notices**

We'll contact you by email using the address you provided. You can contact us by email as listed below. Emails are considered delivered after 24 hours unless we're told the address is invalid.

### **User Data**

We keep some of your data to provide services, but you're responsible for backing up your own data. We're not liable for any data loss.

### **Electronic Agreements**

Using our services means you agree to contracts and transactions electronically. This includes policies, cancellations, and applications. You're responsible for having the right tools to access these records.

### **Miscellaneous**

This is the full agreement between you and us. If we don't enforce a part of it, that doesn't mean we've waived our rights. If any part is invalid, the rest still applies. You can't transfer your account without permission, but we can transfer our rights. We're not responsible for delays caused by things beyond our control. No partnership or employment relationship is created by this agreement. You agree this electronic agreement is valid even without a physical signature.

### **Contact Us**

If you have questions or complaints, contact us using the info below.

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