

# Contractual agreement regarding the use of MERGADO App (Terms of use)

## Contractual parties:

1. Mergado technologies, s. r. o., Pavlovská 12, 623 00, Brno, IČ: 03570061, (hereinafter: „Operator“)
2. Party (individual or legal entity) that ordered services from Operator based on these conditions (hereinafter: “User”)

## Preamble

The following text is a contractual agreement that is binding between the contractual parties upon checking the “agree” check-box by MERGADO App User. In case of breach of this contractual agreement by User, the Operator is entitled to apply measures foreseen in this contractual agreement.

## Subject

- The subject of the agreement is a grant of the license or sublicense for use of MERGADO App. This App provides online tools for feed optimization and advertising management on comparison shopping services such as Zboží.cz, Heureka.cz, Heureka.sk, Google.com etc.. The service includes also optional parts of MERGADO App, some of which may be created by external suppliers (hereinafter: “MERGADO App”).
- The MERGADO App know-how is protected under the Czech Author Act and is considered as commercial secret in the meaning of Czech Civil Act.

## Rights and Obligations

- Operator grants license to use the MERGADO App to User.
- If User chooses to use optional parts of MERGADO App made by a third party the Operator grants sublicense under the same conditions as for the license of MERGADO App.
- The license is granted as non-exclusive and for remuneration.
- The User is not entitled to make the subject of license available to a third party. This means that the User is not entitled to make the outcome of MERGADO App available to a third party, to lease or sublease the App or allow any third party to anyhow use the App. The User is not entitled to make changes in MERGADO App or customize the App.
- The User is obliged to use the MERGADO App complying with the Czech law and this contractual agreement.
- Technical errors, suggestions, and comments about how MERGADO App works can be sent by email to [mergado@mergado.com](mailto:mergado@mergado.com), [mergado@mergado.cz](mailto:mergado@mergado.cz), [mergado@mergado.sk](mailto:mergado@mergado.sk), [mergado@mergado.hu](mailto:mergado@mergado.hu), [mergado@mergado.pl](mailto:mergado@mergado.pl), or paste to <https://forum.mergado.cz/>, <https://forum.mergado.com/>. The Operator acknowledges technical errors if the User reports them immediately after they occur. However, no later than 14 days after they occur.

- The User acknowledges that his information may be provided to third parties – developers of MERGADO Store Apps. Information about these Apps is available at <https://store.mergado.com/>.
- The User acknowledges that the submitted anonymized information may be used by the Operator for “machine learning” or other research, design, and development of improvements to the MERGADO App or MERGADO Store Apps.

## Payment

- The fee for using MERGADO App is set by price list available at <https://www.mergado.com/pricing>, <https://www.mergado.cz/cenik>, <https://www.mergado.sk/cennik>, <https://www.mergado.hu/arjegyzek>, <https://www.mergado.pl/cennik>, <https://store.mergado.com/>.
- The fee for use of MERGADO App is payable monthly in advance based on an invoice that is sent by the Operator at the beginning of the respective period for which is the license granted.
- Upon agreement with the Operator, the billing period can be extended to 3 months, 6 months or 12 months. In this case, the MERGADO App Fee is payable in advance based on an invoice that is sent to the User at the beginning of the respective period for which is the license granted.
- The invoice is due within 7 days of delivery. If discrepancies are discovered the User may ask for correction within the due period in writing only.
- Invoices will be sent to the contact email provided by the User during registration or to the billing email specified in the MERGADO App user account settings, at <https://accounts.mergado.com/>.

## Duration of license, termination of the license

- The license is granted for an undefined period.
- The license may be terminated by notice or by one-sided termination.
- The notice period is one month and starts on the first day following the month in which the notice was delivered to the other party.
- The Operator may terminate this Agreement and the grant of the license in case of:
  - delay in payment of the license fee for more than 10 days after the due date,
  - breach of contractual and license conditions.
- The User may terminate the contract in case of breach of contractual and license condition by the Operator.
- The user is not entitled to a refund of the fee or any part thereof.

## INFORMATION ON PROCESSING OF PERSONAL DATA

### Basic summary

Mergado Technologies, Ltd., – the Operator, carries out processing of User’s personal data as it is necessary for the performance of a contract with the User (or for the implementation of measures taken prior to the conclusion of such a contract), and also carries out the processing of User’s personal data that is necessary for the fulfilment of Operator’s public duties.

1. Identity and contact details of controllers
  1. The controller of User's personal data is Mergado technologies, Ltd., with registered office at Pavlovská 502/12, Kohoutovice, 623 00 Brno, IČ: 035 70 061, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 85012 (hereinafter referred to as "the controller").
  2. The contact details of the controller are as follows: office address Pavlovská 12, 623 00, Brno, e-mail address [mergado@mergado.com](mailto:mergado@mergado.com), phone +420 608 44 00 67.
  3. The controller did not appoint a Data Protection Officer.
2. Processing of personal data
  1. The legal basis for the processing of User's personal data is the fact that such processing is necessary for:
    1. the fulfilment of the contract between the User and the controller or for the execution of a measure by the controller before the conclusion of such a contract within the meaning of Article 6 (1) (b) Regulation (EC) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data);
    2. the fulfilment of the legal obligations applicable to the controller, within the meaning of Article 6 (1) c) of the Regulation, in particular the fulfilment of the obligations imposed on controllers by generally binding legal regulations, in particular Act No. 235/2004 Coll., on Value Added Tax, as amended, Act No. 586/1992 Coll. as amended, and Act No. 563/1991 Coll., on Accounting, as amended.
3. The purpose of processing of personal data
  1. The purpose of processing of the User's personal data is to perform a contract between the User and the controller or to execute the arrangements by the controller before the conclusion of such a contract and the fulfilment of the related public duties by the controller
  2. The controller does not have automatic, individual decision-making within the meaning of Article 22 of the Regulation
4. Period of storage of personal data
  1. The User's personal data will be processed for the duration of the effects of the rights and obligations of the contract and for the time necessary for the purposes of archiving under the relevant generally binding legal regulations, but at the latest for the period stipulated by generally binding legal regulations
5. Other recipients of personal data
  1. Other recipients of the User's personal information will be those who provide the accounting and tax services, the persons providing technical services, including software operation and data storage, and the developers of Apps for the controller's platform in accordance with the controller's instructions (processors of personal data).
  2. The recipients of the User's personal data for the fulfilment of statutory obligations may also be the financial authorities or other competent authorities in cases where the generally binding legal regulations impose so on the controller.
  3. The controller does not intend to transfer the User's personal data to a third country (non-EU country) or an international organization, except for the transfer of the User's personal data to the United States of America to Google for the purposes of using Google Ads.

4. The controller can use EU-based third-party tools: UAB "MailerLite", based at J. Basanavičiaus 15, LT-03108 Vilnius, Lithuania; Smartlook.com, s.r.o., based at Šumavská 524/31, 602 00 Brno, Czech Republic, VAT ID: CZ09508830, Seznam.cz, a.s., based at Radlická 3294/10, 150 00 Praha 5, Czech Republic, VAT ID: 26168685.
6. Rights of the data subject
  1. Under the terms and conditions set forth in the Regulation, the User has the right to request from the controller access to his personal data, the right to repair or delete his personal data, or to limit their processing, the right to object to the processing of his personal data, and the right to the portability of his personal data.
  2. If the User believes that the processing of his personal data has been violated or the regulation is violated, the User has the right to file a complaint with the Supervisory Authority.
  3. The User is under no obligation to provide personal information. The provision of personal data is, however, a necessary requirement for the conclusion and performance of the contract and without providing personal data, it is not possible to conclude the contract or to fulfil it by the controller.
7. Obligations of the user
  1. The User declares that it complies with the privacy policy towards its customers and that it has informed them that their personal data may be disclosed to third parties.
  2. The user is solely responsible for the amount of data he/she enters into the MERGADO App and acknowledges that after the processing of the entered data, this data is archived for a short period of time without any processing by the operator

## **Final and General provisions**

- This contractual agreement and all legal relationships created upon are driven by Czech law.
- All disputes arising from this contractual agreement between Operator and User will be settled by mutual agreement. If the parties do not come to an agreement the dispute will be solved by County Court in Brno.
- The license conditions may be subject to change in the future. In that case, Operator will note User beforehand.
- The user uses the MERGADO App at his/her own risk. The Operator is not responsible for any damage caused by or in connection with using the MERGADO Ap