

# **Contractual arrangements governing the use of the internet application MERGADO Audit (hereinafter the “terms of use”)**

## **1. Contractual parties**

The company Mergado technologies, s.r.o., with registered seat at Pavlovská 502/12, 623 00, Brno, id. no. 03570061 operates the internet application MERGADO Audit (hereinafter as a „operator”).

Individual person or legal entity, which accepts the services of the internet application MERGADO Audit from operator under this provisions of the terms of use (hereinafter as a „user”).

## **2. The preamble**

By granting consent with the terms of use of the internet application MERGADO Audit, the user undertakes to comply with the laid down rules (hereinafter as “contractual arrangements”). In case of violation of the contractual arrangements by the user, the operator may apply measures as stipulated in these contractual arrangements.

## **3. The subject-matter of the contract**

The subject matter of the contract is the provision of the license to use the application MERGADO Audit, which is a service to optimize the advertising of goods on web pages Zboží.cz, Heureka.cz, Heureka.sk, Google.com etc. The know-how contained in the internet application Mergado Audit is part of a trade secret and protected by copyright law.

## **4. Rights and duties**

The operator grants the user a license for using the internet application MERGADO Audit by this contract.

The user is not entitled to grant the subject of the license to a third person. It means that the user is not entitled to grant the results of the use of the application MERGADO Audit, neither rent the service, lend the service, or otherwise allow to use of the service to third parties under his name. Furthermore, the user is not entitled to make changes or modifications to the application.

The user is obliged to use the application MERGADO Audit according to applicable law and these contractual arrangements.

Technical errors, suggestions, or comments on the operation of the application MERGADO Audit may be reported by email to the email address [mergado@mergado.com](mailto:mergado@mergado.com), or posted to the web or <https://forum.mergado.com/>.

The operator acknowledges technical errors once they are reported by the user. At the latest within 14 days from the moment they occur.

In case the user breaches these contractual arrangements, the operator is entitled to refuse the user's access to the internet application Mergado Audit.

## **5. Final and other provisions**

These contractual arrangements and all legal relationships established on the basis of these contractual arrangements are governed by the valid law of the Czech Republic.

All disputes resulting from these contractual arrangements between the operator and the user will be solved by amicable settlement. In the case that the amicable settlement is possible to reach, the parties agree on the jurisdiction of the Municipal Court in Brno.

The operator reserves the right to change the terms of use in the future. The operator is obliged to report the changes to the user.

The user uses the application MERGADO Audit at his/her own risk. The operator is not responsible for any damages suffered on account of or resulting from using the application MERGADO Audit.

These contractual arrangements become effective on the 1st of February 2024.

Mergado technologies, s. r. o.