

Terms of Use of Mergado App

Contractual agreement regarding the use of Mergado App

Contractual parties:

1. Mergado technologies, s. r. o., Pavlovská 12, 623 00 Brno, ID No.: 03570061 (hereinafter referred to as the "Operator")
2. Party (individual or legal entity) that ordered services from the Operator under these conditions (hereinafter referred to as the "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 the User, the Operator is entitled to apply measures foreseen in this contractual agreement.

Subject of the Agreement

- 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 a commercial secret within the meaning of the Czech Civil Code.

Rights and Obligations

- Operator grants a license to use the Mergado App to the User.
- If the User chooses to use optional parts of the Mergado App made by a third party, the Operator grants a sublicense under the same conditions as for the license of the Mergado App.
- The license is granted as non-exclusive and for remuneration.
- The User is not entitled to make the subject of the license available to a third party. This means that the User is not entitled to make the outcome of the Mergado App available to a third party, to lease, lend, or otherwise allow any third party to use the App. The User is not entitled to make changes to the Mergado App or to modify it.
- The User is obliged to use the Mergado App in compliance with applicable legal regulations and these Terms of Use.
- Technical errors, suggestions, and comments regarding the operation of the Mergado App may be sent by email to mergado@mergado.com, mergado@mergado.cz, mergado@mergado.sk, mergado@mergado.hu or posted at <https://forum.mergado.com/>, <https://forum.mergado.cz/>.
- The Operator acknowledges technical errors only if reported by the User immediately after their occurrence, but no later than 14 days after they occur.

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

Payments

- The fee for using the Mergado App is set by the 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://store.mergado.com/>.
- The fee for use of the Mergado App is payable monthly in advance based on an invoice issued by the Operator at the beginning of the respective period for which the license is granted.
- Upon agreement with the Operator, the billing period may be extended to 12 months. In such a case, the fee is payable in advance based on an invoice issued at the beginning of the respective period.
- The invoice is due within 10 days of delivery. If discrepancies are discovered, the User may request a correction in writing no later than the due date.
- Invoices will be sent to the contact email provided by the User during registration or to the billing email specified in the Mergado user account settings at <https://accounts.mergado.com/>.

Duration of License, Termination

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

Liability of the Operator

- The User uses the Mergado App and its optional components at their own risk. The Operator shall not be liable for any damages arising in connection with or as a result of using the Mergado App or its optional components.
- The Operator shall not be liable for lost profit or indirect damages suffered by the User, including but not limited to costs of legal services, audits, inventorying, data loss, business interruption, substitute performance, compensation, contractual penalties paid to third parties, or costs associated with restoring the User's seller account on sales platforms.

- The Operator shall not be liable for the publication of unlawful content by the User, in particular content infringing intellectual property rights or personal rights of third parties, violating good practice, or breaching applicable laws.
- The Operator is not a party to contracts concluded between the User and operators of sales platforms, nor to contracts between the User and its customers, and does not act as an intermediary in such relationships. The Operator shall not be liable for damages arising from non-performance or improper performance of such contracts.
- The Operator shall not be liable for damages caused by circumstances beyond its control, in particular force majeure within the meaning of Section 2913 of Act No. 89/2012 Coll., the Civil Code.

INFORMATION ON PROCESSING OF PERSONAL DATA

Basic summary

Mergado technologies, s. r. o., as the Operator, processes the User's personal data as necessary for the performance of a contract (or for measures taken prior to entering into such a contract) and for the fulfilment of the Operator's legal obligations.

1. Identity and contact details of controller

- 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").
- The contact details of the controller are as follows: office address Pavlovská 12, 623 00, Brno, e-mail address mergado@mergado.com, phone +420 608 44 00 67.
- The controller did not appoint a Data Protection Officer.

2. Processing of personal data

The legal basis for the processing of User's personal data is the fact that such processing is necessary for:

- 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) of Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (the "the Regulation");
- 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., on Income Taxes, as amended, and Act No. 563/1991 Coll., on Accounting, as amended.

3. The purpose of processing of personal data

- 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.
- 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

- 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

- 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).
- 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 generally binding legal regulations impose such an obligation on the controller.
- The controller does not intend to transfer the User's personal data to a third country (to a country outside the EU) or to an international organisation, with the exception of the transfer of personal data to the United States of America to Google for the use of the Google Ads application, to Meta for the use of the Facebook.com application and to Calendly, LLC for the use of the Calendly application.
- The controller may use third-party tools based in the EU:
 - UAB MailerLite Limited, whose registered office is 38 Mount Street Upper, Dublin 2, D02 PR89 Ireland,
 - Seznam.cz, a.s., with its registered office at Radlická 3294/10, 150 00 Prague 5, Czech Republic, VAT ID No.: 26168685,
 - Product Fruits s.r.o., with registered office at Rozdělovská 1999/7, Břevnov, 169 00 Prague 6, VAT ID No.: 09552618,
 - Bidding Fox technologies, s.r.o., with registered office at Pavlovská 502/12, 623 00 Brno, VAT ID No. 04677200,
 - Feed Image Editor technologies, s.r.o., with registered office at Pavlovská 502/12, 623 00 Brno, VAT ID No. 07139365,
 - Punktero solutions, s.r.o., registered office Pavlovská 502/12, 623 00 Brno, VAT ID No. 06874959.

6. Rights of the data subject

- Under the terms and conditions set forth in the Regulation, the User has the right to request from the controller access to their personal data, the right to rectification or erasure of personal data, or to limit their processing, the right to object to the processing of their personal data, and the right to the portability of their personal data.
- If the User believes that the processing of their personal data infringes or has infringed the Regulation, the User has the right to lodge a complaint with the Supervisory Authority.
- 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

- The User declares that they comply with personal data protection rules toward their customers and have informed them that their personal data may be provided to third parties.
- The User is solely responsible for the scope of data entered into the Mergado App and acknowledges that after processing, such data may be archived for a short period without further processing by the Operator.
- The User bears full responsibility for the data and content processed through the Mergado App and undertakes to use the App in accordance with applicable laws of the Czech Republic.
- The User agrees to the movement of data within the Mergado App and its optional components.
- The User agrees to the transfer of data between the Mergado App and connected integrations. If the User does not agree with such data transfer, the respective integration should be disconnected.

Final and General Provisions

- This contractual agreement and all legal relationships arising from it are governed by the laws of the Czech Republic.
- All disputes arising from this contractual agreement between the Operator and the User shall be resolved amicably. If an amicable solution is not possible, the competent court shall be the Regional Court in Brno.
- The Operator reserves the right to amend these license terms in the future and shall notify the User of such changes.

These Terms of Use shall become effective as of 1 February 2026.