

Terms of Use of Mergado

Contractual agreement regarding the use of Mergado App

Contracting Parties:

1. Mergado technologies, s. r. o., Pavlovská 12, 623 00 Brno, Company ID No.: 03570061 (hereinafter referred to as the “Operator”)
2. A person (natural person or legal entity) who has ordered services from the Operator under the terms set out below (hereinafter referred to as the “User”).

Preamble

The following text constitutes a “contractual agreement”; by accepting it, the User of the Mergado web application undertakes to comply with the rules set out therein (hereinafter referred to as the “contractual agreement”). In the event of a breach of the contractual agreement by the User, the Operator of the Mergado web application may apply the measures set out in this contractual agreement.

Subject Matter of the Agreement

The subject matter of the Agreement is the grant of a license, or where applicable a sublicense, for the use of the Mergado application, which is an online service designed to optimize the advertising of goods on Zboží.cz, Heureka.cz, Heureka.sk, Google.com, etc. (also referred to as “sales platforms”), including optional components of the Mergado application, some of which may be created by external suppliers (hereinafter referred to as the “Mergado application”).

The know-how embodied in the Mergado application forms part of trade secrets and is protected by copyright law.

Rights and Obligations

By this Agreement, the Operator, as the licensor, hereby grants the User a license to use the Mergado application.

If optional components of the Mergado application created by third parties are used, the Operator grants a sublicense to which the same terms apply as to the grant of the Mergado license.

The license is granted on a non-exclusive basis and for consideration.

The User is not entitled to make the subject matter of the license available to third parties. This means that the User is not entitled to make the results of use of the Mergado application available to third parties, to rent or lend the service, or otherwise enable third parties to use it; nor is the User entitled to make changes to or modify the application.

The User is obliged to use the Mergado application in compliance with applicable legal regulations and these license terms.

The User may send technical errors, suggestions, and comments regarding the operation of the Mergado application by email to mergado@mergado.com, mergado@mergado.cz, mergado@mergado.sk, or mergado@mergado.hu, or submit them at <https://forum.mergado.com/> or <https://forum.mergado.cz/>.

The Operator shall acknowledge technical errors only if the User reports them promptly after they occur, but no later than 14 days after their occurrence.

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, or for other research, design, and development of improvements to the Mergado application or applications in the Mergado Store.

Payments

The fee for use of the Mergado application is set out in 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>, and <https://store.mergado.com/>.

The fee for use of the Mergado application is payable monthly or annually in advance by an automatic charge to the payment card set by the User through the GoPay or Stripe payment gateway in the User's Mergado account.

After the recurring charge has been processed, a tax document for the payment made shall be sent to the User.

Upon agreement with the Operator, an alternative payment method may be arranged in the form of a pro forma invoice, which the Operator shall send to the User at the beginning of each period in which the license will be provided. The invoice is due within 10 days of delivery.

If the User discovers discrepancies in an invoice, the User is entitled to request its correction in writing no later than on the due date.

Invoices shall be sent to the contact email address provided by the User upon registration, or to the billing email address specified in the settings of the User's Mergado account at <https://accounts.mergado.com/>.

Duration of the License, Termination of the License

The license is granted for an indefinite period.

The license may terminate by notice or by unilateral termination.

The notice period is one month and begins on the first day of the month following the month in which the notice was delivered to the other contracting party.

The Operator is entitled to terminate this Agreement and the provision of the license in the event of:

non-payment by the User of the monthly license fee within 10 days after the due date,

a breach of the contractual and license terms by the User.

The User is entitled to terminate the contractual relationship in the event of a breach of the contractual and license terms by the Operator.

The User shall not be entitled to any refund of the fee, or any part thereof.

Service deactivation is carried out on a business day; if the scheduled deactivation date falls on a statutory day of rest under the laws of the Czech Republic, deactivation shall take place on the last preceding business day.

Artificial Intelligence and AI Assistants

The service may include functions using elements of artificial intelligence (hereinafter referred to as the "AI Features"), in particular in the form of an interactive AI chat that serves as a help function, consultation tool, and means for proposing or making modifications within the Mergado Editor application or related applications operated by the Operator.

The AI chat has access to data that the user has entered into the application or that are available within the user's account and connected systems, solely for the purpose of providing AI chat functionality. Any uploaded content that is shared may be used for machine learning in connection with the AI Features.

The AI Features may be operated using third-party technologies, in particular providers of language models such as OpenAI or Anthropic. The Operator is entitled to change such providers or specific AI models in the future without this constituting a change in the substance of the service provided.

Outputs of the AI Features are generated automatically and may be inaccurate, incomplete, or misleading, and may not be unique. The Operator shall bear no responsibility for decisions or actions taken by the User on the basis of such outputs. The User is obliged to verify all outputs of the AI Features before using them.

The AI Features are available exclusively to logged-in users of the service and are not intended for anonymous use.

Liability of the Operator

The User uses the Mergado application and optional components of the Mergado application at the User's own risk. The Operator shall not be liable for any damage arising in connection with or as a result of the use of the Mergado application or any optional components of the Mergado application.

The Operator shall therefore bear no liability whatsoever for the User's loss of profit and indirect damage (e.g. costs of legal advice, audits, inventory-taking, or data loss, costs arising from interruption of operations, costs of substitute performance, compensation, or contractual penalties paid by the User to third parties, costs associated with unblocking the User's seller account on sales platforms, etc.).

The Operator shall therefore bear no liability whatsoever for the publication of unlawful content by the User, in particular content that infringes third-party intellectual property rights or personal rights, is contrary to accepted practice, or breaches the law.

The Operator is not a party to contracts concluded between the User and operators of sales platforms, nor to contracts between the User and the User's customers, nor does it act as an

intermediary in relations between the User and customers. The Operator shall not be liable for damage resulting from non-performance or improper performance of the relevant contracts.

The Operator shall not be liable to the User for damage caused by reasons beyond the Operator's control, in particular force majeure within the meaning of Section 2913 of Act No. 89/2012 Coll., the Civil Code.

The Operator shall further not be liable for the accuracy, completeness, or suitability of outputs generated by the AI Features, or for the conduct or decisions of the user based on such outputs. The AI Features are merely a tool, and the person using their outputs bears full responsibility for such use and for any legal consequences arising therefrom.

INFORMATION ON THE PROCESSING OF PERSONAL DATA

Basic Summary

Mergado technologies, s. r. o. — the Operator — processes the User's personal data because such processing is necessary for the performance of a contract (or for steps taken prior to entering into such a contract), and further processes the User's personal data where necessary for compliance with the Operator's statutory obligations.

1. Identity and Contact Details of the Controller

The controller of the User's personal data is Mergado technologies, s. r. o., with its registered office at Pavlovská 502/12, Kohoutovice, 623 00 Brno, Company ID No.: 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 controller's contact details are as follows: service address Pavlovská 12, 623 00 Brno, email address mergado@mergado.com, telephone +420 608 44 00 67.

The controller has not appointed a Data Protection Officer.

2. Legal Basis for the Processing of Personal Data

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

the performance of the contract between the User and the controller, or for steps taken by the controller prior to entering into such a contract, within the meaning of Article 6(1)(b) of Regulation (EU) 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) (hereinafter referred to as the "Regulation");

compliance with the legal obligations applicable to the controller within the meaning of Article 6(1)(c) of the Regulation, specifically in particular compliance with obligations imposed on the controller by generally binding legal regulations, especially 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.

The processing of personal data in connection with the use of artificial intelligence features, including the AI chat, is also regarded as processing necessary for the performance of the contract between the User and the controller within the meaning of Article 6(1)(b) of the Regulation, or, as the case may be, as processing necessary for the legitimate interests of the controller under Article 6(1)(f) of the Regulation.

The controller does not carry out automated individual decision-making within the meaning of Article 22 of the Regulation.

3. Purpose of the Processing of Personal Data

The purpose of the processing of personal data is the performance of the contract between the User and the controller, or the implementation of steps by the controller prior to entering into such a contract, and the performance by the controller of related statutory obligations.

3.1 Customer Support

Personal data may also be processed in connection with the User's communication with customer support, including telephone calls. Telephone calls may be recorded for the purpose of ensuring the quality of the services provided, handling the User's requests, protecting the controller's legitimate interests, and documenting communications. Personal data contained in the User's communications with customer support, in particular email communications, may be processed through third-party tools intended for support management.

In the provision of customer support, the controller may also use artificial intelligence tools when processing such communications, in particular for the purpose of analyzing requests, drafting responses, ensuring the speed and quality of support, and internally improving services. The content of email communications may, to the extent necessary, be made available to providers of artificial intelligence technologies listed in the list of providers in Section 5 of this document.

Personal data obtained in communication between the User and customer support are processed for the purposes of the above legitimate interests of the controller and third parties (customer support providers and providers of artificial intelligence technologies).

3.2 AI Chat

The processing of personal data also includes their use within artificial intelligence features, in particular the AI chat, which serves as a help function, consultation tool, and means for proposing or making modifications within the Mergado application and related applications.

The AI chat has access to data that the User has entered into the application or that are available within the User's account and connected systems, solely for the purpose of providing AI chat functionality.

Data, including text inputs entered by the User into the AI chat (so-called prompts), may be processed for the purpose of ensuring service functionality, maintaining service continuity, internal analysis, and improving the quality of the AI Features.

Personal data obtained through the use of the AI chat are processed for the purposes of the above legitimate interests of the controller and third parties (providers of artificial intelligence technologies).

4. Retention Period and Scope of the Processing of Personal Data

The User's personal data will be processed for the duration of the effects of the rights and obligations under the contract, and thereafter for the period necessary for archiving purposes under the relevant generally binding legal regulations, but no longer than for the period prescribed by generally binding legal regulations.

The data processed include in particular identification data (name, title), data used to contact the User (address, email, telephone), data necessary for the performance of contractual obligations, accounting data, data related to customer support, and information provided to the AI chat.

Data used for identification and contact are processed for the period of use of the Mergado application; after the cooperation ends, such data may be retained to a limited extent for the purpose of keeping records of former Users for ten years. Data necessary for the performance of contractual obligations are processed for the duration of the contractual obligation and, after its termination, to a limited extent for five years. Accounting data are archived for five years. Data provided in connection with customer support are processed for five years from the time they are obtained. Data provided to AI tools are processed by other recipients, namely the providers of AI tools listed in Section 5 of this document, and the scope of such processing is governed by their personal data processing terms.

5. Other Recipients of Personal Data

Other recipients of the User's personal data shall be persons providing the controller, in accordance with the controller's instructions (personal data processors), with accounting and tax services, persons providing the controller with technical services, including software operation and data storage, and developers of applications for the controller's platform.

Recipients of the User's personal data for the performance of obligations arising from legal regulations may also include tax authorities or other competent authorities in cases where generally binding legal regulations impose such obligations on the controller.

The controller does not intend to transfer the User's personal data to a third country (a country outside the EU) or to an international organization, except for the transfer of personal data to the United States of America to Google for the purposes of using the Google Ads application, to Meta for the purposes of using the Facebook.com application, and to Calendly, LLC, for the purposes of the Calendly application.

The User hereby grants the Operator general authorization to engage sub-processors of personal data listed in the list of sub-processors of personal data set out below in the processing of the User's data in connection with the use of the license. The Operator shall inform the User of any changes to the list of sub-processors. The User may object to the use of any such additional sub-processor within 30 days of receipt of notice of the change to the list of sub-processors.

In connection with the provision of artificial intelligence features, the controller may make personal data available to providers of artificial intelligence technologies to the extent necessary to ensure the functionality of the AI chat and related features.

The personal data processing terms of the third party OpenAI, L.L.C. are available here: <https://openai.com/cs-CZ/policies/data-processing-addendum/>

The personal data processing terms of the third party Anthropic, PBC are available here:

<https://www.anthropic.com/legal/privacy>

The controller may use third-party tools based in the EU:

- UAB MailerLite Limited, with its registered office at 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, Tax ID No.: 26168685,
- Product Fruits s.r.o., with its registered office at Rozdělovská 1999/7, Břevnov, 169 00 Prague 6, Company ID No.: 09552618,
- Bidding Fox technologies, s.r.o., with its registered office at Pavlovská 502/12, 623 00 Brno, Company ID No. 04677200,
- Feed Image Editor technologies, s.r.o., with its registered office at Pavlovská 502/12, 623 00 Brno, Company ID No. 07139365,
- Punktero solutions, s.r.o., with its registered office at Pavlovská 502/12, 623 00 Brno, Company ID No. 06874959
- OpenAI Ireland Ltd., with its registered office at 1st Floor, The Liffey Trust Centre, 117–126 Sheriff Street Upper, Dublin 1, D01 YC43, Ireland
- Anthropic Ireland Limited, with its registered office at 3 Dublin Landings, North Wall Quay, Dublin 1, Ireland.
- Quantcom, a.s., with its registered office at Křižíkova 36a/237, 186 00 Prague, Company ID No.: 28175492
- Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland

6. Rights of the Data Subject

Under the conditions set out in the Regulation, the User has the right to request access to personal data from the controller, the right to rectification or erasure of personal data, or restriction of their processing, the right to object to the processing of personal data, and the right to personal data portability.

If the User believes that the processing of the User's personal data has infringed or is infringing the Regulation, the User has, among other rights, the right to lodge a complaint with the supervisory authority.

The User is not obliged to provide personal data. However, the provision of personal data is a necessary requirement for the conclusion and performance of the contract, and without the provision of personal data it is not possible to conclude the contract or for the controller to perform it.

7. Obligations of the User

The User declares that, in relation to the User's customers, the User complies with personal data protection rules and has informed them that their personal data may be provided to third parties.

The User is solely responsible for the scope of the data entered into the Mergado application and acknowledges that, after the entered data have been processed, such data are archived for a short period without, however, being further processed by the Operator.

The User bears full responsibility for the data and content processed by the Mergado application and undertakes to use the application in compliance with the applicable legal regulations of the Czech Republic.

The User agrees to the transfer and processing of data within the Mergado application and its optional components.

The User agrees to the transfer and processing of data between the Mergado application and connected integrations. If the User does not agree with such data movement, the User should disconnect the relevant integration.

Final and Miscellaneous Provisions

This contractual agreement and all legal relations arising on the basis of this contractual agreement shall be governed by the applicable legal regulations of the Czech Republic.

All disputes arising from this contractual agreement between the Operator and the User shall be resolved by agreement of the parties. If no agreement is possible, the contracting parties have agreed that the Regional Court in Brno shall have jurisdiction to resolve such disputes.

The Operator reserves the right to amend the license terms in the future. The Operator is obliged to notify the User of such changes.

These Terms of Use shall become effective on 15 March 2026.