Contractual agreement regarding the use of Mergado application (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 application 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 application. This application provides tools for XML 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 application, some of which may be created by external suppliers.

- The Mergado application 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 application to User.

- If User chooses to use optional parts of Mergado made by a third party the Operator grants sublicense under the same conditions as for the license of Mergado.

- 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. It is also forbidden to make the outcome of Mergado available to a third party, as well as to lease or sublease the application or allow any third party to anyhow use the application. The User cannot make changes in Mergado application or customize the application.

- The User is obliged to use the Mergado application complying with the Czech law and this contractual agreement.

- Technical errors, suggestions, and comments about how Mergado works can be sent by email to mergado@mergado.cz, mergado@mergado.sk, mergado@mergado.com, or paste to https://forum.mergado.cz /, https://forum.mergado.com/. If a User wants to report a technical error, he/she is required to do so without undue delay, no later than 14 days.

- The User acknowledges that his information may be provided to third parties – application developers in the Mergado Store. Information about these applications is available at https://store.mergado.com/.

Payment

- The fee for using Mergado is set by price list available at http://www.mergado.cz/ceny, http://www.mergado.sk/ceny, https://store.mergado.com/, http://www.mergado.com/pricing.

- The fee for use of Mergado 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 Application 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 via e-mail as provided by the User in registration.

Duration of the license, termination of the license

- The license is granted for an undefined period.

- This contractual agreement 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 contract in case of:

  ○ delay in payment of the fee for more than 10 days,

  ○ breach of contractual and license conditions.

- The User may terminate the contract in case of breach of contractual and license condition by Operator.

- The user has no right to fee reimbursement in any case.

INFORMATION ON PROCESSING OF PERSONAL DATA

Basic summary

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

1. Identity and contact details of controllers

1.1. The controller of your 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").

1.2. The contact details of the controller are as follows: address for delivery Pavlovska 12, 623 00, Brno, e-mail address mergado@mergado.cz, phone +420 608 44 00 67.

1.3. The controller did not appoint a Data Protection Officer.

2. Processing of personal data

1.1. The legal basis for the processing of your personal data is the fact that such processing is necessary for:

> **1.1.1.** the fulfilment of the contract between you 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);

> **1.1.2.** 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.

2. The purpose of processing of personal data

1.1. The purpose of processing your personal data is to perform a contract between you 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.

1.2. The controller does not have automatic, individual decision-making within the meaning of Article 22 of the Regulation.

2. Period of storage of personal data

1.1. Your 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.

2. Other recipients of personal data

1.1. Other recipients of your 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 applications for the

controller's platform in accordance with the controller's instructions (processors of personal data).

1.2. The recipients of your 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.

1.3. The controller does not intend to transfer your personal data to a third country (non-EU country) or an international organization, except for the transfer of your personal data to the United States of America to Zendesk, Inc., located at 1019 Market Street, 6th Floor, San Francisco, California 94103. Zendesk, Inc. is a subject certified under the EU-US Privacy Policy within the meaning of the Commission Implementing Decision (EU) 2016/1250 of 12 July 2016 issued under Directive 95/46 / EC of the European Parliament and of the Council on an adequate level of protection afforded by the EU-US Privacy Policy.

1.4. 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.

2. Rights of the data subject

1.1. Under the terms and conditions set forth in the Regulation, you have the right to request from the controller access to your personal data, the right to repair or delete your personal data, or to limit their processing, the right to object to the processing of your personal data, and the right to the portability of your personal data.

1.2. If you believe that the processing of your personal data has been violated or the regulation is violated, you have the right to file a complaint with the Supervisory Authority.

1.3. You are under no obligation to provide personal information. The provision of your personal data is a necessary requirement for the conclusion and performance of the contract and without providing your personal data, it is not possible to conclude the contract or to fulfil it by the controller.

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 application at his/her own risk. The Operator is not responsible for any damage caused by or in connection with using the Mergado application.

This contractual agreement is in force from 1. 11. 2020