

# **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, (herein further: „Operator“)
2. Party (individual or legal entity) that ordered services from Operator based on these conditions (herein further: “User”)

## **Preamble**

The following text is contractual agreement that is binding between the contractual parties upon checking the “agree” checkbox 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**

- Subject of the agreement is a grant of licence 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 licence to use the Mergado application to User.
- If User chooses to use optional parts of Mergado made by third party the Operator grants sublicense under the same conditions as for the licence of Mergado.
- Licence is granted as non-exclusive and for remuneration.
- The User is not entitled to make the subject of licence available to third party. It is also forbidden to make the outcome of Mergado available to 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](mailto:mergado@mergado.cz), [mergado@mergado.sk](mailto:mergado@mergado.sk), [mergado@mergado.com](mailto: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 the pasted 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 licence 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 licence granted.
- The invoice is due within 7 days from 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 licence, termination of licence**

- Licence is granted for undefined period.
- This contractual agreement may be terminated by notice or by one-sided termination.
- 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 with payment of fee for more than 10 days,
  - breach of contractual and licence conditions.
- The User may terminate the contract in case of breach of contractual and licence condition by Operator.
- User has no right for fee reimbursement in any case.

## **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.
- User agrees to receive commercial correspondence by e-mail. Written form means also by e-mail.
- The licence conditions may be subject to change in the future. In that case Operator will note User beforehand.
- 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 15.11.2017