

General terms and conditions of MANAGINO, Ltd.

CRN: 52728129, based in Štúrova 30, 949 01 Nitra, Slovak Republic
registered in the Commercial Register of the District Court in Nitra, Section Ltd, insert 49614/N

I. INTRODUCTORY PROVISIONS

These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") of the company MANAGINO, Ltd., CRN: 52728129, with the registered office in Nitra, Štúrova 30, ZIP Code: 949 01, registered in the Commercial Register of District Court Nitra, section 49614/N ("Provider"), govern mutual rights and obligations between the Provider and a natural person - entrepreneur (in the course of his or her business activity) or a legal person ("Customer"), arising in connection with the provision of a service consisting of using application MANAGINO that serves for optimization of campaigns in Google network. Application MANAGINO is located at <https://setup.managino.com/>.

Provisions different from the terms and conditions can be agreed upon in a Contract. Different agreements in a Contract or other arrangements between the parties shall take precedence over the provisions of the Terms and Conditions.

The terms and conditions are published at <https://www.managino.com/>. Terms and conditions are written in Slovak and English language. In case of discrepancies between the individual language versions, the Slovak version takes precedence.

The Provider may amend the wording of the business or Contractual (in case of different conditions agreed in the Contract) conditions. The Provider shall inform the Customer of any such change in an appropriate manner (notification to the email specified at the time of registration to MANAGINO application or to another that is used by the Customer and known by the Provider is considered sufficient) at least thirty (30) days prior the change comes into effect. The Customer shall have the change effective as of the date specified in such notice. If the Customer does not agree with the change of the Terms and Conditions, the Customer has the right to terminate the Contract as of the effective date of such change. The Customer must deliver the termination of the Contract no later than one (1) day before the change of Terms and Conditions becomes effective. Otherwise, Customer is deemed to agree to the change. This provision is without prejudice to the right of the Provider and the Customer to terminate the Contract in other cases stipulated by the Contract or these Terms and Conditions, or for legal reasons.

Terms and conditions are supplemented by Privacy Policy.

II. INTERPRETATION OF TERMS

"Contract" - License Agreement for the Use of the MANAGINO Application concluded between the Provider and the Customer with subject of provision of the MANAGINO Application for the optimization of product campaigns published at <https://setup.managino.com> concluded in accordance with Art. III. of these Terms and Conditions.

"Application MANAGINO" - an application for optimization of advertising campaigns on the Google network, managed by a set of automation scripts and machine learning. MANAGINO application is a work within the meaning of Act no. 121/2000 Zb., Copyright law. MANAGINO is

copyrighted as a computer program, as well as its individual modules, contained databases, and graphics that are part of the software. The Executor and Licensor of MANAGINO application, including all modules created therefrom, is the Provider (MANAGINO, Ltd.).

"Google Network" - a pay-per-click advertising system that allows advertisers to place their ads on the web, paying for ad placement only when a user clicks on the advertiser's ad.

"Provider" - business company MANAGINO, Ltd., CRM: 52728129, with registered office in Nitra, Štúrova 30, PSČ: 949 01, registered in the Commercial Register of the District Court Nitra, Section Ltd, Insert 3846/N or another business entity providing it service or performance of the Contract on behalf of MANAGINO, Ltd.

"Customer" - a business entity holding a valid business license within the territory to which the Provider provides services or performance, which has validly concluded a contract with the Provider and at the relevant time is in a contractual relationship with the Provider or from an already terminated contractual relationship has unsettled rights and/or obligations towards the Provider.

III. CONCLUSION OF THE CONTRACT AND ITS VARIANTS

The customer registers at <https://setup.managino.com> under the selected email address and chooses a password ("access data"). As part of the registration process, the Customer shall also provide his or her telephone number, www address of the online shop and define the type of customer or other data required by the Provider. The Customer is obliged to notify the Provider of any change of these data without delay. As part of the sign-up process, Customer links their Google Ads account to the Google Network, which uses the API to synchronize ad groups and keywords with the Google Network. By registering, a user account is created for the Customer in the MANAGINO Application.

The Customer logs in with their MANAGINO Application credentials at <https://setup.managino.com>. In the MANAGINO Application, the Customer can complete his or her billing data and select one of the MANAGINO optimization packages and apply them to the selected campaigns in his or her Google Ads account.

The first time a user's account is synchronized with the Google Network, the Contract is concluded, and Customer is automatically granted a trial license to use the MANAGINO Application for free for the next 30 days. The Provider may extend the trial license upon the Customer's request. If the Customer's trial license expires, the user switches to paid mode based on the optimization package selected by him or her. The Provider is entitled to suspend the synchronization of the client's account in the MANAGINO Application with the Google Network and to turn off all scripts created by the MANAGINO Application to the status paused - suspended if the Customer fails to pay the license fee charged by the Provider for another period.

The Provider reserves the right to withdraw from or not to conclude the Contract with any Customer without giving any reason.

By the Contract, the Provider undertakes to provide the Client with a non-exclusive license to use the MANAGINO Application as an unprocessed work in its original form and only for its business purposes to the extent and under the conditions stated in these Terms and Conditions. The Customer undertakes to pay the price to the Provider based on the price list. The current license price for the

next term will be displayed to the Customer in the MANAGINO Application. Alternatively, the price list will also be available on the Provider's website – <https://www.managino.com>.

The Parties may also conclude the Contract in writing. In such case, the provisions of these Terms and Conditions on the manner of concluding the Contract shall apply accordingly. Any divergent arrangements in such a Contract shall take precedence over those set forth in these Terms and Conditions.

IV. TERMS OF USE OF THE MANAGINO APPLICATION

The optimization of campaigns will be realized on the Google Network under accounts owned by the Customer. The Customer agrees that the MANAGINO Application can access their accounts through the OAuth access system. The Customer agrees to link his AdWords account to the Provider's "My Client Center." The Customer will be prompted to do so by email or telephone from the Provider. This will allow for better technical support from MANAGINO, Ltd. and will ensure full technical support and execution of MANAGINO application.

The Provider is entitled to restrict or suspend the provision of MANAGINO services if such provision is rendered impossible due to reasons arising from third parties or force majeure (e.g. fire, flood, etc.) or due to failure of other Providers if these events could not be objectively prevented.

The Provider shall not be liable for any malfunction of the Google Network or other systems operated by others if these are necessary to use the MANAGINO Application. In such a case, the Customer shall not be entitled to a refund of the price paid for the provision of services.

The Provider shall always be liable to the Customer only for the damage caused by the use of the Application up to the sum of the license fee for the two months preceding the month in which the damages occurred, which was agreed upon between the Provider and the Customer.

The Provider is committed to making every effort to implement changes to the Google Network API in advance. However, the Provider bears no responsibility for the malfunction of the MANAGINO Application, which originates from unpredictable changes to the Google Network API that the Provider could not implement in advance, even with due diligence, or in the event of a failure of the Google Network API. In such a case, the Customer shall not be entitled to a refund of the price paid for the provision of services.

The Provider is not liable for any damage caused by the Customer during the administration of campaigns or caused by the content created by him or her. In the event that the Provider is obliged to reimburse the damage caused to a third party by the use of the Application by the Customer, the Customer is obliged to immediately reimburse such damage to the Provider.

The Provider is not liable for any negligent and / or intentional infringement of the intellectual property rights of any third party arising in connection with the Customer using the MANAGINO Application. The Customer waives the right to assert claims against the Provider for compensation for damage caused to third parties by interference with intellectual property rights.

The Provider is not responsible for any temporary or permanent loss, corruption or destruction of Customer/third party data in connection with the use of the MANAGINO Application.

The Customer is obliged to provide the Provider with all the assistance necessary to ensure the proper provision of the service and, in particular, to provide in due time all necessary information and documents requested by the Provider if such provision is necessary to fulfill the purpose of the Contract.

The Customer is not entitled to modify, make available to third parties, rent, or sublicense in any way the MANAGINO Application.

MANAGINO application will be available with a 99.5% uptime guarantee. Scheduled availability outages will be reported at least 24 hours in advance by email and will not be scheduled for public holidays and important days (e.g. Christmas, Black Friday, etc.). If possible, planned outages will be scheduled mainly at night or on weekends. In case of an unexpected failure of the Application, the full functionality will usually be restored within 2 hours of the failure.

V. TECHNICAL SUPPORT AND ASSISTANCE

The Provider provides free technical support and assistance necessary for the Customer's effective use of the MANAGINO Application for the duration of the Contract, provided that Customer guarantees the Provider that the Provider's account will be maintained in the Customer's Google Account as the Primary Link. If the Customer is interested in paid technical support and assistance services, the Customer shall discuss the terms with the Provider in a separate contract.

VI. REMUNERATION / PRICE / FOR THE PROVISION OF SERVICES, PAYMENT CONDITIONS

The price for the services (= license fee) provided to the Customer under the Agreement is based on the selected optimization package of the MANAGINO Application. The Customer pays the license fee for the next 30 days. The Provider publishes the price list on the website <https://www.MANAGINO.com>. The prices listed in the price list are final (the Provider is not a VAT payer). The Provider is entitled to unilaterally modify the price list or change the offer for the number of days for which the license can be purchased; in doing so, the arrangements of these terms and conditions relating to the change of these terms and conditions shall apply adequately.

If the Customer wishes to continue using the MANAGINO Application after the expiration of the free Trial License and accepts the Provider's proposed/generated price for further usage of the License, the Customer chooses one of the options for paying the license fee. These options are:

A) Payment by bank transfer. The Provider will send the Customer an invoice for the license fee 7 days before the end of the prepaid license period with the amount of the fee calculated by the MANAGINO Application according to the valid price list for the following period defined by the number of days of license validity. The maturity of the advance invoice is negotiated for 7 days from its delivery to the Customer. After crediting the payment to the Provider's bank account, the Provider will send the Customer an electronic settlement invoice. This mode is then automatically repeated until the change announced by the Customer or the Provider. If the Customer is not interested in a license for another period after the expiration of the days of the purchased license and does not pay the generated advance invoice within its due date, the Provider has the right to suspend the synchronization of the client's account in MANAGINO with Google Network and set all optimization scripts created by MANAGINO to status paused - suspended, while the renewal can occur at any time after the payment is made at a later period.

VII. PROTECTION OF CONFIDENTIAL INFORMATION

The Customer undertakes to maintain the confidentiality of the Provider's confidential information and trade secrets and not to disclose it or to give access to it to third parties or not to use it for its own benefit or for the benefit of third parties. For the avoidance of doubt, the Provider identifies the following information as confidential: technical or business data of the Provider or other Provider information that is not publicly available, in particular data, know-how, computer programs used, processes, designs, concepts, specifications, pricing information, business, financial and marketing plans, information, other legally protected intellectual property created by the Provider, and other information that the Provider marks as confidential. Similarly, the Customer undertakes to protect access data from misuse; The Provider shall not be obliged to compensate for any possible misuse of the access data by a third party.

The Provider also undertakes to maintain confidentiality of the Customer's confidential information and trade secrets and not to disclose or give access to them to third parties or not to use them for its own benefit or for the benefit of third parties. The confidentiality obligation applies, in particular, to accessing Customer Accounts on the Google Network, information on results achieved in PPC campaigns, including clicks and cost.

The Parties undertake to ensure that confidential information is not divulged to third parties and further undertake not to disclose confidential information or make it available to third parties.

Obligation to maintain confidentiality in relation to confidential information, business secrets, etc., ie. not to disclose them or to give access to them to third parties, lasts indefinitely and the parties are obliged to adhere to it even after the eventual termination of the Contract.

The Customer agrees to the Provider for the period of validity of the Agreement using the identification of his or her person, company logo and the name and logo of the e-shop whose Google Ads account is used under the license or to whom the web destination of advertising campaigns (end-user of the license) as a business reference. If the logo is protected by industry law, the Customer grants the Provider a free license to use the logo for this purpose.

The Customer gives the Provider consent to anonymized (without the possibility to specify any Customer identifiers except the industry in which the client operates) processing of data from campaigns of the end-user of the license (e-shop) and their use as a business reference. If the Provider is interested in presenting data from the Customer's campaigns with their identifiers, prior written or e-mail consent is required.

VIII. CONTRACT DURATION, TERMINATION

The Contract is concluded for an indefinite period of time, unless otherwise agreed upon in the Contract or by consensus of the Parties.

The Services will be provided to the Customer by the Provider for the duration of the Contract. However, the Service may be interrupted by the Provider:

- for the duration of the obstacle on the part of the Provider objectively preventing the provision of any of the services provided by the Contract, or
- in other cases where permitted by the Contract or the Terms and Conditions.

The Provider has the right to terminate the provision of services under this Contract unilaterally and to terminate the Contract in the event that the Customer's action constitutes a breach of the Contract or the Terms and Conditions arising therefrom. In particular, a breach of the Contract is considered to be:

- repeated failure to fulfill obligations under the Contract and/or these Terms and Conditions,
- use of the Services provided in violation of the Contract, these Terms and Conditions or applicable law, good morals, and generally shared ethical values (e.g. uploading pornography, etc.)

Customer has the right to terminate the Contract if:

- the Application MANAGINO will be repeatedly unavailable to an extent beyond reasonable time to restore its availability.
- Provider will use Customer's Google Account access information for any purpose other than to fulfill the Contract.

The notice of termination must be made in writing and must be sent to the other party to the email provided by the Customer at registration, or to another Provider notified email (in case of termination by the Provider) or to info@managino.com (in case of termination by the Customer). Where possible, given the nature of the notice, the notice must be preceded by at least one notice calling for redress. The denunciation takes effect on the day following the date of dispatch of the denunciation to the other party (the denunciation is without notice period).

Both the Provider and the Customer are also entitled to terminate the Contract by written notice without giving any reason. The notice period in this case is 2 months and begins on the first day of the month following the month in which the notice was delivered to the other party.

It is also possible to withdraw from the Contract in accordance with the arrangements specified in these Terms and Conditions or in an individually negotiated Contract with the Customer.

IX. OTHER AND FINAL PROVISIONS

The Contract between the Customer and the Provider becomes valid and effective upon its conclusion.

For the service of documents, the Parties agree that the effectiveness of any act shall be maintained even if one party does so in writing and sends it through the postal operator to the address of the other Contracting Party. Such a document shall be deemed to have been received on the third day following its demonstrable sending.

If any provision of the Contract or these Terms and Conditions becomes invalid or ineffective, such invalidity or ineffectiveness shall not affect the other provisions of the Contract or these Terms and Conditions.

The contractual relationship and disputes arising from it are governed by Act No. 513/1991 Coll., Commercial Code, as amended. The court having jurisdiction to resolve disputes arising from this Contract or related to the Contract is the General Court of the Provider. In the case of an international element, the applicable law is the law of the Slovak Republic.

These terms and conditions replace all previous Terms and Conditions and come into effect on 1.7.2020.