

# General TERMS AND CONDITIONS of using the shoppingin.eu portal for e-shops valid from 01.04.2021.

## I. Introductory regulations

1. These General Terms and Conditions of Use of the shoppingin.eu portal (hereinafter referred to as the "**Portal**") for e-shops (hereinafter referred to as the "**Terms and Conditions**") are issued by Winston bros s. r. o., Business ID: 45 705 399, with its registered office at Štúrova 30, 949 01, Nitra, Slovak Republic, registered in the Commercial Register of the National Register in Nitra, Section: Sro, file number 38463/N (hereinafter referred to as the "**Owner**"), as the Owner of the shoppingin.eu portal, for modification of the rights and obligations arising from the contractual relationship between the Owner and the e-shops using the Portal to offer their products (hereinafter referred to as the "**Partner**").

## II. Partner registration

1. Partners who fulfill the following conditions are entitled to register on the Portal:
  - a. They own at least one e-shop;
  - b. The e-shop is not yet registered on the Portal;
  - c. The e-shop has active WWW pages, on which they offer the products to a third party (hereinafter referred to as the "**User**"); on the e-shop website the Partner is listed as the owner, including address, contact email, telephone number, Business ID or exact name, according to which it is possible to unambiguously find the Business ID of the owner in the Commercial register or other public registers, as well as other requisites required by law;
  - d. The Partner is able and willing to regularly grant updated information about the products in the required format using a regularly updated XML export feed (hereinafter referred to as the "**XML FEED**"), which will be continuously available for online automated processing by the Owner;
  - e. In the case that the Partner operates more than one e-shop, they may register more than one e-shop on the Portal, if these have separate domains.
2. Partner is considered to be registered at the moment of delivery of the registration email from the Owner to the Partner.

### **III. Basic conditions of the XML FEED**

1. Products included in the XML FEED have to be available on the website of the e-shop, individual products must be listed only once on individual links and must have a unique URL address, with the price of the products defined so that the order for each product can be placed. Individual products within the XML FEED have to be separate items, capable of being a separate subject of the order without the need of ordering additional products or services, use of the other promotions, vouchers, proof of identity, or other documents unless the sale of products is subject to legal restrictions and the proof of identity is required, etc;
2. The information about the products exported within the XML FEED must be true, up-to-date, and must relate to the products themselves, not to the promotion of the e-shop;
3. The price of the products in XML FEED must be a final price for the User, ie. including all copyright, recycling, and other fees with correctly stated VAT. The final price of the products doesn't have to include other transport expenses if the Partner charges them to the User;
4. Products included in the XML FEED must meet all qualitative and legal requirements for sale to the final User in the Slovak Republic, or on the territories of the EU member states;
5. XML FEED must contain only those products, which can be delivered from Partner to the User;
6. The Owner will report detailed technical and content requirements of XML FEED to the Partner after their registration, while these conditions are binding for the Partner and their violation will be a reason for termination of the provision of services by the Owner to the Partner. Technical and content requirements of the XML FEED are not a part of these Business conditions and the Owner is authorized to change them depending on the technical requirements of the Portal.

### **IV. Rights and obligations of the Partner**

1. Based on the registration on the Portal, a user profile is created for the Partner, which is publicly displayed to the Portal. The user profile contains products from the supplied XML FEED;
2. The Partner is not entitled to use any means not provided by the Owner to influence the search results of offers on the Portal or other functions of the Portal for the purposes of its own benefit or the benefit of a User, in particular, to install software robots or modify XML FEED. Furthermore, the Partner is not entitled to offer or provide these mediums to other Partners or Users. In case of violation of this restriction, the Owner is entitled to cancel the registration (block) of the Partner and any other Partners who will use the given means to influence the functions of the portal.
3. Partner binds to offer new and unused products for sale on the Portal. In the case of offering used products, they are obliged to properly mark this fact or to include it in the relevant category for used products, if the Owner offers such a category on the Portal. In the event of a breach of obligations under this paragraph, the Owner is entitled to block the Partner.
4. The Partner has the right to terminate the contract at any time and also terminate the transfer of information via XML FEED, even without giving a reason. The notice is effective on the last day of

the calendar month in which the notice was delivered to the Owner. The termination of the sending of XML FEED doesn't affect the implementation of purchase contracts concluded between the Partner and User and also on the obligation of the Partner to fulfill other contractual obligations towards the Owner until the termination takes effect.

5. The Partner is obliged to keep his identification and contact data up to date during registration on the Portal. The Partner is obliged to inform the Owner by email without delay to the address: support@shoppingin.eu about any change in their data, such as a change in the name of the e-shop, a change of registered office, or other invoicing data, etc.

## **V. Rights and obligations of the Owner**

1. The Owner is not responsible for the content imported by the Partners on the Portal, except in cases where the illegality of the content is demonstrably notified by an authorized person, and the content is not excluded without undue delay upon receipt of the notification. This responsibility of the Owner doesn't affect the Owner's right to temporarily or permanently delete any information entered by the Partner on the Portal if they independently obtain any suspicion of its illegal nature or refuse to disclose such information. This authorization also applies to information that is not inherently illegal but is capable of damaging the brand and interests of the Owner, other companies of the group of which the Owner is a part of, or the Portal.
2. The Owner is authorized to unilaterally terminate the registration (block) of the partner in the case of the violation of the rights stated by these Business conditions, particularly if the Partner:
  - a. violates the rules about XML FEED;
  - b. is offering the products, that conflict with legal regulations, or is publishing the offers with any otherwise illegal content;
  - c. is supplying the product to Users in conflict with a contract of sale (quality, quantity, delivery date), or they didn't deliver the products to a User due to a reason on the part of the Partner;
  - d. made interventions to XML FEED or the part of the Portal to manipulate the results of the search for the Users, or is using illicit means to influence the search results;
  - e. is not keeping the identification and contact information up-to-date;
  - f. is sending unsolicited commercial notifications to Users or violates the obligations in the handling of personal data;
  - g. if there is even one day in delay with the payment of any monetary obligation to the Owner.
3. The Owner is entitled to condition the publication of data about the Partner, e-shop, or products with their prior approval. If the information about the Partner, e-shop, or within the XML FEED is

provided misleadingly, is incomprehensible, or is included in the wrong category, the Owner is entitled to modify the information accordingly.

4. The Owner is not responsible for displaying the goods within the offer on the Portal if the XML FEED the Partner supplied doesn't meet the conditions of the XML FEED defined in these Business Conditions. Furthermore, the Owner doesn't guarantee the display of all items from XML FEED, nor is responsible for the correct display of individual items and the loss or damage of data stored on the Portal. The Owner shall make all available efforts to promptly eliminate the detected errors in the displayed offers or partial/complete unavailability of the Portal if they are caused by reasons on their side.
5. The Owner is entitled to keep a database of Partners, containing their identification, contact details, and reviews granted to the Partner and display them on the Portal even after the export of XML FEED by the Partner or after the termination of the contractual relationship with the Partner for any reason or after changing the e-shop owner.
6. The Owner is entitled to send trial orders of their goods to the Partners to verify prices, availability of goods, and test the throughput of the system. These test orders must not contain data based on which the Partner could believe that it is an actual order sent by a third party and based on it to send the goods and issue a tax document on it. For this purpose, the test order must contain information that it is a test order.
7. The Owner is entitled to terminate the registration of the Partner by notice, even without giving a reason. The notice is effective on the last day of the calendar month in which the notice was delivered to the Partner.
8. The Owner is obliged to maintain the confidentiality of information obtained during the performance of his obligations during the term of the contract. The Owner is entitled to use confidential information only to achieve the purpose for which it was provided, or made available. The Owner is not entitled to publish, make available, or otherwise use confidential information for the needs of third parties. A breach of the obligation of confidentiality for confidential information shall not be considered if the Owner provides confidential information with the written consent of the other Contracting Party, its employees, or other persons entrusted with the obligations of the Owner, public authority, or if the obligation to provide confidential information arises from law or decision of the relevant authority.

## VI. CSS service

1. In addition to operating the shoppingin.eu portal as a price comparison, the Owner offers the Partners the opportunity to place the so-called Shopping Ads as an ad in Google search results on behalf of a Partner (hereinafter referred to as the "CSS service"). By using the CSS service from the Owner, the Partner has the opportunity to receive a discount on charges for clicks on these ads on the Google Network, up to 20%. The Owner doesn't guarantee this discount or its amount.
2. A Partner who is interested in the CSS service may allow the Owner to access his Google Ads account and at the same time, they are obliged to allow the Owner access to his Google Merchant account. The Partner is obliged to provide the Owner with a statement (consent) in the form of an e-mail (through an online form) stating that they are interested in being a user of the CSS service from the CSS Partner shoppingin.eu. The Partner is also obliged to pay a monthly fee (remuneration of the Owner) for the CSS service according to Article VII. point 2.
3. If the Partner doesn't have his own Google Ads account, the Owner may provide the Partner with technical support in creating a Google Ads account. If the Partner doesn't have his own Google Merchant account, the Owner may provide the Partner with technical support in creating a Google Merchant account. Provision of support under this point is free of charge if the Partner uses the Owner's CSS services after creating accounts for at least 3 months from the date of the contractual relationship under point 6 of this article of the Terms and Conditions, otherwise, the Owner is entitled to invoice the support according to the valid price list.
4. The Owner is not entitled to make any changes or modifications to the settings of the Google Ads Account and the Google Merchant Account of the Partner without his consent.
5. The following shall be considered as an expression of interest in using the CSS service:
  - filling in and sending the registration form on the Owner's website,
  - indication of consent to these Business Conditions,
  - sending the billing data of the Partner to the Owner.
6. The contractual relationship between the Owner and the Partner is established at the moment of delivery of the e-mail to the Partner confirming the fulfillment of the conditions specified in point 5 of Article VI. of these Terms and Conditions and the successful transition of his Google Merchant account under the CSS Google Merchant MCA (Multi-Client Account). The condition for the establishment of a contractual relationship between the Owner and the Partner is the registration of the Partner according to Article II of these Business Conditions.
7. The Partner is at any time entitled to request the Owner to cancel the CSS service via the contact form listed at <https://www.cssshoppingin.eu/contact/>. The Owner is obliged to cancel the Partner's CSS service and Switchback (ie. transfer of the Partner's Google Ads account directly under Google) on the last day of the calendar month for which the Partner paid the Owner a fee according to Article VII of these Terms and Conditions; this doesn't apply if the Partner explicitly

requests the earlier cancellation of the CSS service. In this case, the Owner is obliged to cancel the CSS service within 5 days from the date of delivery of the Partner's request.

8. Article V. point 2 of these Business Terms and Conditions can apply *mutatis mutandis*\* for the unilateral cancellation of the CSS service by the Owner. In the event of unilateral cancellation of the CSS service by the Owner, the Owner is obliged to perform a Switchback without undue delay.

## VII. Financial conditions

1. The Partner's registration and publication of his user profile are provided free of charge.
2. The Owner is entitled to remuneration in the form of a monthly fee if the Partner uses the CSS service according to Article VI. point 2 of these Terms and Conditions. The Owner is not entitled to remuneration for the first 30 days from the date of the contractual relationship according to Article VI. point 6 of these Terms and Conditions (hereinafter referred to as the "**Free Period**"). The Owner is entitled to issue an invoice to the Partner in the amount of the monthly fee for a calendar month in advance with a maturity of seven (7) days from the date of its issuance; The Owner has the right to remuneration in the full amount of the monthly fee even if the Partner has not used the paid CSS service for the entire calendar month; this doesn't apply in the case of a calendar month during which the Free Period expires, and after the expiration of the Free Period, the Owner is entitled to invoice the Partner for part of the calendar month as well. The Owner's fee for the use of the CSS service may be made by the Partner through recurring payment. In the case of repeated payment, the relevant remuneration of the Owner has settled automatically at regular fixed intervals (30 days) from the date of establishment of the contractual relationship according to Article VI. point 6 of these Terms and Conditions. The Partner authorizes the number of future payments on the first payment. If the temporary price advantage is provided to the Partner, the Owner shall also be notified of the number of recurring payments after the end of the preferential period upon the first payment. The Partner is entitled to request the cancellation of recurrent payments via the contact form provided at <https://www.cssshoppingin.eu/contact/>.
3. The amount of the monthly fee shall be determined based on the price list valid for the relevant period. The price list is published on the web address of the Owner's website. The Owner may unilaterally change the amount of the monthly fee, always with effect from the first day of the calendar month, while the Owner is obliged to notify the Partner of the new monthly fee to the Partner's email in advance, but at least twenty (20) days before the change date. If the Partner doesn't agree with the new amount of the monthly fee, they are entitled to terminate the contract within ten (10) days from which the Owner notified him of the new amount of the monthly fee, otherwise, the Partner is deemed to agree with the new amount of the monthly fee. The Partner's termination is effective on the last day of the calendar month preceding the calendar month in which the change in the amount of the monthly fee is to take effect. This provision doesn't affect

the right of the Owner and the Partner to terminate the contract in other cases stipulated by the contract or these Business Conditions. The Partner is obliged to deliver the notice according to this point to the Owner via the contact form provided at <https://www.cssshoppingin.eu/contact/>

4. In the event of the Partner's delay in paying the invoice, the Owner is entitled to interest on arrears in the statutory amount and a contractual penalty in the amount of 0.05% of the amount due. The Owner is entitled to individually negotiate special conditions of cooperation with the Partner in a separate contract. In this case, it is considered that the amount of the monthly fee thus individually agreed between the Owner and the Partner is considered confidential information, about which both the Owner and the Partner are obliged to maintain confidentiality; To maintain the Partner's confidentiality of this confidential information, the provision on the Owner's confidentiality obligation according to point 8 of Article V of these Business Conditions shall apply *mutatis mutandis*\*. The partner is responsible for the accuracy and completeness of the billing information provided during registration. The Partner is obliged to notify the Owner of any changes in invoicing data via the contact form provided at <https://www.cssshoppingin.eu/contact/>

## VIII. Final words

1. The rights and obligations not regulated by these Business Terms and Conditions are governed by generally binding legal regulations of the Slovak Republic, preferably Act no. 513/1991 Coll. Commercial Code.
2. The court competent to resolve disputes arising out of or in connection with this Agreement is the Provider's general court. For the case of the international element, the applicable law is the law of the Slovak Republic.
3. These Business Terms and Conditions come into force and effect on 01.04.2021 and replace all hitherto applied Business Terms and Conditions valid between the Provider and the Partner and are valid until revoked, or until the moment their change takes effect, notified by the Provider. The Provider is obliged to notify the Partner of any change in the conditions no later than 30 days before the validity of the new or changed conditions. If the Partner doesn't accept the new or changed conditions, they are entitled to terminate the cooperation with the Provider without penalty on the last day of validity of these "old" Business Conditions.
4. If an individual Agreement is concluded between the Provider and the Partner with contractual conditions different from these Business Conditions, the provisions of such individually negotiated Agreement shall take precedence over the provisions of the Business Conditions, even if the Provider changes these Business Conditions.
5. The contracting parties may communicate in writing in the form of a demonstrably delivered email, and this communication is considered legally binding. For this purpose, both the Provider

and the Partner use email addresses notified to the other Contracting Party. For service of documents, the effectiveness of any act is maintained even if one party performs this act in writing and sends it through the postal service operator to the address of the registered office of the other party. Such a document shall be deemed to have been delivered on the 5th day after its demonstrable dispatch. Documentary communication and communication by e-mail are considered equivalent.

\* *mutatis mutandis* (lat.) - A Latin expression meaning with the necessary changes having been made or with consideration of the respective differences.