General terms and conditions
of Winston bros., Ltd

CRN: 45705399, based in Štúrova 30, 949 01 Nitra, Slovak Republic, registered in the Commercial Register of the District Court in Nitra, Section Ltd, insert 3846/N

I. Introductory provisions

These General Terms and Conditions ("Terms and Conditions") of the company Winston bros., Ltd, CRN: 45705399, with the registered office in Nitra, Štúrova 30, ZIP Code: 949 01, registered in the Commercial Register of District Court Nitra, section 3846/N ("Provider"), govern mutual rights and obligations between the Provider and a natural person - entrepreneur (in the course of his/her business activity) or a legal person ("Customer"), arising in connection with the provision of a service consisting of using the Bluewinston.com Application, which is designed to manage product campaigns on the Google Network. Application Bluewinston.com is located at https://www.bluewinston.com/.

Provisions different from the terms and conditions can be agreed upon in the Contract. Different agreements in the 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.bluewinston.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 (notice to the email specified at the time of registration to the Bluewinston.com Application or to another Customer's used and known to the Provider email address) 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 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 Bluewinston.com Application concluded between the Provider and the Customer to provide the Bluewinston.com Application for the creation and management of product campaigns published at https://setup.bluewinston.com, concluded in accordance with Art. III. of these Terms and Conditions.

"Bluewinston.com Application" - an application for managing product campaigns on the Google Network, which Customer manages themselves through the Provider's administration interface. The Bluewinston.com application is a work within the meaning of Act no. 121/2000 Coll., Copyright law. Bluewinston.com 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 Winston bros., Ltd. is the proprietor of all proprietary copyrights to the Bluewinston.com Application, including all modules created therefrom.

"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 Winston bros., Ltd, CRM: 45705399, 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 under the Contract on behalf of Winston bros, 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.

"XML FEED" - a data file used to export products and all necessary accompanying information. It contains especially the name of the goods, description of the goods, price, stock availability, parameters of the goods and possibly other information. All information is organized according to a fixed structure so that the goods can be easily classifiable and traceable.

"Primary link" - the "My Client Center" manager account of the Provider is kept in the Customer's account as the oldest - the first connected account to the Customer's account.

III. CONCLUSION OF THE CONTRACT AND ITS VARIANTS

The customer registers at https://setup.bluewinston.com under the selected email address and chooses a password ("access data"). As part of the registration process, the Customer shall also provide his / 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, the Customer will link their PPC account to the Google Network, which will link ad groups and keywords to the Google Network via the API. Upon registration, a user account will be created in the Bluewinston.com Application.

The Customer logs in with their Bluewinston Application credentials at https://setup.bluewinston.com. In the Bluewinston.com Application, Customer may enter input data about their products and marketing campaigns into the Bluewinston.com Application Interface to be processed by the Bluewinston.com Application.
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 Bluewinston.com Application for free for the next 30 days. The Provider may extend the trial license upon the Customer's request. If the Customer expires a trial license without requesting a renewal or showing interest in a paid plan, the Provider is entitled to suspend the synchronization of the client's Bluewinston.com account with the Google Network and set all campaigns created by the Bluewinston.com application to paused. The Provider has the same right if the Customer fails to pay the license fee charged by the Provider for the next period.

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

The customer has the option to add billing information in the administration of his user account at any time. Before the trial license expires, Bluewinston.com will automatically evaluate the number of products that Customer can advertise with Bluewinston.com and calculate the price for paid license use for the next period using the procedure described in Art. VI. of these terms.

By the Contract, the Provider undertakes to provide the Client with a non-exclusive license to use the Bluewinston.com 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 bluewinston.com Application, the price is dependant on the number of Customer's items in its XML FEED and the length of the period for which the license is purchased. Alternatively, the price list will also be available on the Provider's website - www.bluewinston.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 FOR THE Bluewinston.com APPLICATION

Campaigns will be created on the Google Network under accounts owned by the Customer. The Customer agrees that the Bluewinston.com 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 Winston bros., Ltd. and ensure full technical support.

The Provider is entitled to restrict or suspend the provision of Bluewinston.com 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 Bluewinston.com 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 Bluewinston.com 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 shall not be liable for any damage caused by the Customer during the creation and management of campaigns or caused by the content created by the Customer. The Customer owns the copyright of all content (created texts, keywords, etc.) embedded by him into the Bluewinston.com Application. The Customer is fully responsible for the content of the Applications he creates and the accuracy of the data. In the event that the Provider is obliged to cover damages caused to a third party by Customer's usage of the Application, the Customer is obliged to immediately pay for such damages to the Provider.

The Customer acknowledges that keywords in campaigns may be protected by e.g. Registered trademark and bears sole responsibility for their use in accordance with the law and declares that their use does not affect the rights of third parties. The Provider shall not be liable for any negligent and/or intentional infringement of any third party's intellectual property rights arising from the Customer's use of the Bluewinston.com Application. The Customer waives the right to claim damages against the Provider caused to third parties by infringement of 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 Bluewinston.com 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 Bluewinston.com Application.

Bluewinston.com 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 (eg 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 Bluewinston.com 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 Contract is based on the total number of products advertisable/found in all XML FEEDs of the products that Customer uploaded to the Bluewinston.com Application. The Customer pays the License fee for the next 30 days or 1 year. The Provider publishes the price list at www.Bluewinston.com. Prices in the price list are with VAT. The Provider is entitled to unilaterally modify or change the offer of the number of days for which the license can be purchased; the provisions of these terms relating to the amendment of these Terms and Conditions shall be applied accordingly.

If the Customer wishes to continue using the Bluewinston.com Application after the expiration of the free Trial License and accepts the Provider's proposed/generated price for continued use of the License, the Customer chooses one of the options for paying the license fee.

The Customer agrees that their BlueWinston membership will continue until terminated. To use the BlueWinston service, the Customer must have Internet access, a BlueWinston-ready device, and provide one or more Payment Methods. A "Payment Method" means a current, valid, accepted method of payment, which may be updated from time to time, and may include payment through a third-party account. Unless the Customer cancels their membership before the billing date, the Customer authorizes the Provider to charge the subscription fee for the next billing cycle to their Payment Method.

These Payment Methods are:

A) Payment by card. After entering the identifiers of the card used by the Customer, the license fee is collected and the recurring automatic payments calculated by the Application according to the currently valid price list are always set for the next subsequent periods of 30 days or 1 year. After the payment has been credited to the Provider's bank account, the Provider will send the Customer an electronic invoice stating the tariff selected and paid by the Customer.

The Customer may at any time cancel recurring payment settings in their payment gateway settings. Failure to make a payment entitles the Provider to suspend the Bluewinston.com client's account sync with the Google Network and set all Bluewinston.com campaigns to paused, which may be renewed at any time after the payment is made at a later date.

B) Payment by transfer. The Provider shall send to the Customer an advance invoice for the license fee with the amount calculated by the Bluewinston.com Application according to the valid price list for the following period defined by the number of days of the license validity. The advance payment invoice shall be settled for 30 days from its delivery to the Customer. After the payment has been credited to the Provider's bank account, the Provider will send the Customer an electronic billing invoice. This is then automatically repeated until the change notified by the Customer or the Provider. If the Customer is not interested in a license for an additional period after the purchased license expires and fails to pay the generated payment invoice, the Provider has the right to suspend the Bluewinston.com client's account synchronization with the Google Network and set all Bluewinston.com campaigns to paused, whereby recovery may take place at any time after payment has been made at a later date.

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 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.

For the term of the Contract, the Customer gives the Provider permission to use his/her personal identification, company logo and the name and logo of the e-shop whose XML FEED is used as a business reference under the license provided. If the logo is protected by industrial 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.

The Customer gives the Provider permission to use the e-shop logo and to synchronize its product information on the price aggregator (price comparator) operated on the domain www.shoppingin.eu.

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 Bluewinston.com 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 bluewinston@bluewinston.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 1.12.2025.