

General Terms and Conditions

1. Introductory Provisions

By these terms and conditions (hereinafter the “Terms”) of **Big Dig Data s.r.o.**, Company ID No. (IČO): 07607342, with registered office at Opletalova 85, 252 30 Řevnice, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 303932, email: ask@celus.net, tel: +420 704 442 069 (hereinafter the “Provider”), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a service agreement, or an agreement for the provision of digital content (hereinafter the “Agreement”), concluded between the Provider and another natural or legal person (hereinafter the “User”) by means of distance communication, are governed in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”).

By using the Provider’s website available at <https://www.celus.net> (hereinafter the “Website”), the User agrees to these Terms and undertakes to comply with them. These Terms apply to the legal relationships between the Provider and the User arising in connection with the use of the Website and further form an integral part of the Agreement, if concluded. Provisions deviating from the Terms may be agreed in the Agreement. Deviating arrangements in the Agreement prevail over the provisions of these Terms.

2. Definition of Basic Terms

- 2.1. **“User”** – a person who is not a consumer and who is an entrepreneur, i.e., a self-employed natural person or a legal person acting within its business activity or within the independent exercise of its profession, or another legal person that is not an entrepreneur but uses the Product and Services within its activity;
- 2.2. **“Product (so-called Celus)”** – a web application developed by the Provider that serves to monitor, analyse, and report on the use of electronic information resources (in particular e-books, journals, and digital content). Celus makes it possible to track readership, traffic, and other metrics of the use of electronic resources by users of libraries and other institutions. Celus is provided in the software-as-a-service (“SaaS”) model. Hereinafter referred to as the Product;
- 2.3. **“Service”** – making the Product available, including hosting, technical administration, and related support;
- 2.4. **“Account”** – a unique user access created by the User within the provided Service, which enables the use of the Product, access to features, data management, and usage tracking. The definition also includes all accounts created during the free trial period.

3. Account

- 3.1. No Account registration is required for basic browsing of the Website content. However, to purchase Services and use the Product, the User must create an Account.
- 3.2. The User creates an Account by registering via the electronic form (hereinafter the “Registration Form”) located on the Website. The Registration Form contains in particular the login details under Section 3.5 of the Terms, an email address, and a link to these Terms. After completing all steps of the Registration Form, the User creates the Account by clicking “Create account”. Before creating an Account, the User is provided with the Privacy Policy containing information on the processing of personal data in connection with the registration and use of the Account.
- 3.3. The creation of the Account will be confirmed to the User by an email sent to the address provided by the User during registration.
- 3.4. Before creating the Account, the User is enabled to become acquainted with the Terms and the Privacy Policy. By ticking the item “I have read and agree to the Terms and Conditions and acknowledge the Privacy Policy” in the Registration Form and subsequently creating the Account, the User confirms that they have been duly acquainted with them.
- 3.5. Access to the Account is secured by a login name and password, which the User sets up themselves when creating the account. The User may change their password at any time via the relevant feature available in the Account interface. If the User forgets the login details or loses access to them, they may request their recovery via the “Forgotten password” feature on the Website. After entering the required details, a link or instructions enabling the creation of a new password will be delivered to the email stated in the Account.
- 3.6. The User is obliged to provide only complete and truthful information in their Account. The User acknowledges that the Provider is not obliged to verify the accuracy of the data the User enters into their Account, and such data is considered correct and truthful by the Provider. If any fact stated in the Account changes, the User is obliged to update it directly in the Account interface via the section designated for editing data and by saving the changes made.
- 3.7. The User is responsible for all actions and activities carried out through their user Account, including the protection of their personal, payment, and access data. The User is obliged to ensure the protection and confidentiality of all data related to their Account, in particular personal, payment, and access data, and to prevent its disclosure or misuse by third parties.

- 3.8. The User acknowledges that, in relation to the Provider, they are bound also by acts performed using their login name and password by a third party.
- 3.9. If the User has demonstrable grounds that a third party has gained access to their Account data without consent, they shall immediately contact the Provider so that it can suspend their Account and cancel any unauthorized orders or payments that may be pending processing. Orders and payments can be cancelled only until the provision of the Services has commenced.
- 3.10. The Account may be cancelled only by the Provider on the basis of a request by the User sent to the Provider by email.
- 3.11. The Provider may suspend or delete an Account only where:
- a) the Account has been inactive for more than one year and is not linked to an active paid subscription;
 - b) the User materially breaches the Agreement or these Terms and fails to remedy the breach within a reasonable period specified by the Provider;
 - c) immediate suspension or deletion is necessary to protect the security, integrity or operation of the Service or Product;
 - d) suspension or deletion is required by applicable law or a decision of a competent authority.

Except where immediate action is necessary under points (c) or (d), the Provider will notify the User in advance and provide a reasonable opportunity to remedy the situation. Deletion of an Account does not by itself terminate an active Agreement; termination of the Agreement is governed by the relevant provisions of these Terms.

- 3.12. The User acknowledges that the availability of the Account may not be ensured without interruption. Temporary restriction or unavailability may occur in particular in connection with technical maintenance or updates of the Provider's systems, or as a result of service interventions on the part of external suppliers ensuring the operation of the Accounts. This provision does not affect the availability commitment and the User's rights under Article 11 of these Terms.
- 3.13. The Provider is not liable for temporary unavailability, restriction, or disruption of the operation of the Website caused by objective circumstances or force majeure, including but not limited to:
- failures of the Provider's internet connection equipment,
 - failures of hosting servers or other technical equipment,
 - failure of the communication network or power outage,
 - natural events or accidents,

- armed conflicts, terrorist attacks, governmental measures, legal restrictions, or censorship.

These provisions do not limit the Provider's statutory liability for defects in the Services and the Product, or its obligations arising from applicable legislation or these Terms.

4. Free Trial

- 4.1. By creating an Account, the User automatically activates a free trial version (hereinafter the "free trial"), which provides full access to all features of the Service and the Product without limitation. The free trial lasts 42 days from the moment the Account is created.
- 4.2. After this period, the free trial account will either be converted into a full-fledged user Account for the Service and the Product on the basis of concluding the Agreement and paying the annual subscription, proceeding in accordance with Article 5 of the Terms, or, if the Agreement is not concluded, the free trial Account will be terminated and access to the Service and the Product will cease.

5. Conclusion of the Agreement

- 5.1. The Agreement between the Provider and the User is concluded on the basis of the User's proposal, which is an order for the Product and Services (hereinafter the "Order"), and its express confirmation by the Provider. The User's Order may be made via the email designated by the Provider. The Agreement is concluded at the moment the Provider expressly confirms the order to the User, by sending a confirmation by email or in another manner enabling identification of the User and their order.
- 5.2. On the basis of the concluded Agreement, the Provider undertakes to make the Product and the Service available in digital form for use by the User who has created an Account under Article 3 of the Terms. The User undertakes to pay the Provider the remuneration for the Service and the Product provided, in accordance with the conditions agreed in the Agreement.
- 5.3. The User undertakes to provide the Provider with all data necessary for the conclusion and proper performance of the Agreement, in particular identification, contact, and billing data. The Provider is entitled to refuse the Agreement or suspend its performance if such data has not been provided or is incomplete or incorrect.
- 5.4. The User acknowledges and expressly agrees to the use of means of distance communication when concluding the Agreement. The User shall bear all costs

incurred by the User in connection with the use of such means (for example, the cost of internet connection or telephone calls).

- 5.5. The Service and the Product are paid for by way of an annual subscription, which is payable in advance.
- 5.6. The procedure for ordering and paying for the Service and the Product may follow two different models:

5.6.1. Order Model

- 5.6.1.1. After concluding the Agreement, the User sends an individual Order specifying the scope of the Service and the Product.
- 5.6.1.2. The Order is binding upon the Provider's confirmation. An invoice is issued on the basis of the confirmed Order and is payable within the period stated on the invoice. The provision of the Service and the Product begins after payment of the price, unless agreed otherwise.

5.6.2. Direct Invoicing Model

- 5.6.2.1. Within the Agreement, the contracting parties set the exact scope of the Service and the Product and the price.
- 5.6.2.2. The Provider issues an invoice directly on the basis of the concluded Agreement, without the need for an additional Order. The provision of the Service and the Product will commence after the payment is credited to the Provider's bank account.
- 5.6.3. The User agrees to the issuing and sending of the invoice in electronic form.
- 5.6.4. After successful payment of the price, the Product and the Services are made available to the User.
- 5.6.5. The User acknowledges that the paid Services and Product will be provided after the relevant payment is credited to the Provider's bank account. The Provider does not send a separate confirmation of receipt of payment; the making available of the Service and the Product to the User is considered confirmation of payment. If the Service or the Product is not made available within 10 days of the User sending the payment (taking into account the usual payment processing time), the User has the right to contact the Provider via the

contact details stated on the Website in order to find out the status of access.

5.6.6. If the price for the Service and the Product is not paid within 30 days of the due date stated in the payment details sent, the Provider is entitled to withdraw from the Agreement by email.

5.7. By confirming the Order and paying the price, the User agrees to the Provider commencing the provision of the Service and the Product, and acknowledges that, by giving this consent, the User loses the right to withdraw from the Agreement. After the Service and the Product have been made available, the User is not entitled to withdraw from the Agreement or to receive any refund, including a pro rata refund, of the price already paid. This does not affect the User's rights expressly provided under these Terms in the event of defective performance or unavailability of the Service or Product.

6. Subscription Period

- 6.1. The subscription for the Services and the Product is always agreed for a period of one year, unless expressly stipulated otherwise in the Agreement.
- 6.2. After the agreed subscription period, the provision of the Services and the Product is automatically and repeatedly renewed for a further one-year period at the same scope and price as the preceding subscription period, unless one of the parties notifies its intention to terminate the Agreement at least thirty (30) days before the end of the subscription, by email to the address of the Provider or the User, respectively.
- 6.3. No new Order is required for an automatic renewal. The Provider shall send the User an electronic confirmation of the renewal and issue an invoice for the renewed subscription period. Any change to the scope or price of the subscription for a renewal period requires prior agreement of both parties. Such agreement may be made by email between the parties and does not require a signed amendment or a new Order.
- 6.4. The User acknowledges that the subscription for the Services and the Product is always provided for a pre-agreed period and that payment for the subscription is always made before its commencement. The provision of the Service and the Product commences only after the relevant payment is credited to the Provider's bank account.

7. Information on the Services Provided, Prices, and Availability

- 7.1. For the Product and the Service, the Website states their description, what they include, the price, and, where applicable, when and for how long they will

be made available, etc. These descriptions of the Services are informative in nature and do not constitute a proposal to conclude a contract.

- 7.2. Information on the individual Services and the Product provided by the Provider via the Website includes data on their main characteristics, to an extent corresponding to the means of distance communication used and the nature of the offered Service. The Provider reserves the right to make reasonable changes or modifications to the content or scope of the Services and the Product that do not affect the main characteristics, quality, or purpose. Such deviations are not considered defective performance.
- 7.3. The price information stated on the Website represents the final price for the relevant Service and Product, including all applicable taxes, fees, and other costs. The price is always stated in euros (EUR) or in U.S. dollars (USD).
- 7.4. All price information on the Website is valid and correct at the time of its publication. The Provider reserves the right to change prices and to occasionally adjust or remove special offers.
- 7.5. If prices change in the period between the submission of the Order and its processing and the acceptance of payment, the price valid at the time of the order applies.
- 7.6. The Agreement may also be concluded under individually agreed conditions; deviating arrangements in the Agreement prevail over the provisions of these Terms.

8. Payment Methods

- 8.1. The price for the Service and the Product may be paid by one of the following methods, unless stated otherwise in the Agreement or on the invoice. The User chooses the preferred payment method when concluding the Agreement or when sending the Order.

8.1.1. International Wire Transfer

- 8.1.1.1. The price may be paid by international wire transfer to the Provider's bank account stated on the issued invoice. The payment is made cashlessly via the interbank network for cross-border payments, whereby the User is obliged, when paying, to state the recipient's (i.e., the Provider's) international identification details, including, among others, the account number, the international bank code (IBAN), and the bank identification code (BIC/SWIFT).

- 8.1.1.2. Payments made by international wire transfer are carried out in the currency specified in the Agreement.
- 8.1.1.3. The User acknowledges that international transfers may be subject to a longer processing time and may be burdened by fees of individual banks or intermediary institutions. The payment is considered paid at the moment the corresponding amount is credited to the Provider's bank account stated on the issued invoice.

8.1.2. ACH Transfer (Automated Clearing House)

- 8.1.2.1. The price for the Services and the Product may also be paid via the ACH payment system, which is a local electronic payment scheme used for transfers of funds between bank accounts in the United States of America and Canada.
- 8.1.2.2. Payments via ACH are made in U.S. dollars (USD).
- 8.1.2.3. The Provider will inform the User of all the payment details necessary to make an ACH-type payment, including the local U.S. account number maintained via the Wise service (or a similar provider) to which the payment is to be sent.
- 8.1.2.4. If a payment cannot be made via ACH (e.g., payments outside the USA or Canada), an alternative payment method under this Article may be used.

8.1.3. Credit Card Payment

- 8.1.3.1. The User may pay the price of the Services and the Product by credit card. The User enters the required payment card details and the required amount directly into the payment interface. The payment service provider authorizes the payment and, once approved, the funds are credited to the Provider's bank account.
- 8.1.3.2. Card payment takes place via the Wise payment system or a similar provider that enables payment processing and the issuing of invoices.
- 8.1.3.3. Payment by credit card is processed without the use of a payment gateway, which is in line with payment options in the USA.

- 8.1.3.4. The User acknowledges that this payment method is subject to a surcharge of 5% of the agreed subscription price.

8.1.4. Payment by Cheque

- 8.1.4.1. The Provider does not accept payment by cheque. A cheque sent to the Provider will not be processed and does not constitute payment or discharge the User's payment obligation.
- 8.2. The payment is considered paid at the moment the relevant amount is credited to the Provider's bank account. The User acknowledges that the Provider does not send a separate confirmation of receipt of payment.
- 8.3. All costs associated with making the payment, including bank fees or card payment processing fees, shall be borne by the User.
- 8.4. The Provider prefers payment of the price of the Service and the Product by international wire transfer or by ACH payment. A less preferred option is payment by credit card via a payment service provider (e.g., Wise).

9. Cybersecurity

- 9.1. The Provider declares that, within the Services and the Product:
- regular risk assessment, auditing of security procedures, and ensuring compliance with the relevant norms and standards for information security take place,
 - the parameters of ISO 27001:2022, for which the Provider is certified and regularly undergoes surveillance audits, are met,
 - the parameters of SOC 2 in the area of security, confidentiality, and data integrity are met.
- 9.2. The User undertakes to contribute to the secure operation of the Services and the Product, in particular by:
- keeping their login details confidential, in particular their user name and access password, not disclosing them to any third party, not allowing them to be shared or used by another person, and taking all reasonable measures to protect them against misuse or unauthorized access;
 - using the Services and the Product in a manner consistent with the Provider's instructions and applicable rules;
 - immediately informing the Provider of any security incident or event that could endanger the Services or the Product.

10. General Provisions on Withdrawal from the Agreement

- 10.1. The Provider and the User are entitled to withdraw from the Agreement in accordance with the Terms and the relevant provisions of the Civil Code and other legislation.
- 10.2. Withdrawal from the Agreement does not affect the Provider's claim to payment of a contractual penalty or default interest, if such claims have already arisen, nor the claim for compensation of damage caused by a breach of contractual obligations. Furthermore, withdrawal does not affect arrangements that, by their nature, are to apply even after the termination of the Agreement, in particular provisions concerning dispute resolution. If security for the obligations arising from the Agreement has been provided, such security remains in force even after withdrawal from the Agreement.
- 10.3. In the event of withdrawal from the Agreement, the Provider is entitled to unilaterally set off its claim for compensation of the damage that the User caused to the Provider against the User's claim for the return of funds already paid. The User hereby grants their express consent to this set-off.
- 10.4. If the Provider withdraws from the Agreement, it shall send the User a notice of withdrawal from the Agreement, exclusively electronically to the email address stated in the User's user account for the Product and Services.
- 10.5. The Provider is entitled to withdraw from the Agreement in particular in the following cases:
 - a) a material breach of the User's obligations arising from the Agreement or these Terms, in particular in the case of unauthorized interference with the Website, infringement of copyright, breach of the confidentiality obligation, and in other cases stipulated by law;
 - b) the User's delay in paying the price for the Services and the Product by more than thirty (30) days after the due date.
- 10.6. The User cannot withdraw from the Agreement if the defect is only insignificant.
- 10.7. The effects of withdrawal from the Agreement take effect upon delivery of the notice of withdrawal to the other party.
- 10.8. In the event of withdrawal from the Agreement, the Provider is entitled to immediately disable access to the Product and the Services and, at the same time, has the right to demand compensation for any damage incurred in connection with the breach of the Agreement by the User.

- 10.9. If the User withdraws from the Agreement, they shall refrain from using the Services and the Product, including providing it to a third party.

11. General Provisions on Rights Arising from Defective Performance

- 11.1. The Provider is liable to the User that the Product and the Services are free of defects for the duration of the Agreement.
- 11.2. After the Product and the Services are made available, the User is obliged first to check their functionality and availability and, if they discover shortcomings or defects, to contact technical support without undue delay via the email address: ask@celus.net in order to effect a remedy. It may happen that the digital content, Product, or Services are temporarily unavailable for a short time in the event of data maintenance or server outages. The Website may be updated without prior notice.
- 11.3. The Provider will make available to the User the latest version of the Product available at the time of conclusion of the Agreement. The Provider will ensure that the User is provided with updates that are necessary for the Service to be free of defects for the duration of the obligation, and that the User is notified of the changes contained in the updates.
- 11.4. In the event of planned modifications, updates, or maintenance of the Service or the Product, the Provider is obliged to notify the User of the expected outage or restriction of the availability of the Service by email in the user Account, or directly within the Product interface, at least one (1) week before the planned action. The Provider undertakes to minimize the period of restriction and to ensure that the modifications are carried out in the shortest possible time.
- 11.5. The User is entitled to point out a defect that manifests itself in the Service and the Product during the term of the Agreement, without undue delay after the User could have discovered it, either by identifying the defect or by notifying how it manifests itself.
- 11.6. The Provider is liable to the User in particular that the Service and the Product:
- correspond to the agreed description and the agreed characteristics;
 - are fit for the purpose for which the Provider makes them available.
- 11.7. If the defect is remediable, the User may seek repair of the Service and the Product. If the defect cannot be remedied, the User may seek a reasonable discount on the price. The User may withdraw from the Agreement only provided that the defect constitutes a material breach of the Agreement. The Provider is obliged to repair the defect within a reasonable period.

- 11.8. A reasonable discount is determined as the difference between the value of the defect-free Services and Product and the defective Services and Product that were made available to the User, whereby the amount of the discount corresponds to the percentage share of the defective functions of the Product.
- 11.9. The Provider will extend the subscription period if the User records unavailability of the Service and the Product exceeding 43.2 minutes per calendar month (i.e., availability lower than 99.9%), with the exception of planned maintenance notified under Article 11.4 of these Terms and with the exception of unplanned maintenance leading to an outage of more than 300 consecutive seconds. The subscription period will be extended by thirty times the recorded period of unavailability. The right to an extension under this Article arises for the User only after sending a notice by email to ask@celus.net with the text “CELUS downtime claim” in the subject line, and further by stating in the notice the period of unavailability and attaching records (logs) documenting the outage.
- 11.10. The rights arising from defective performance do not belong to the User in particular in the following cases, where:
- a) the defect arose from improper use or unsuitable storage of content or materials in connection with the provided Service or Product;
 - b) the User has an unsuitable digital environment (e.g., insufficient technical or software equipment or an unsuitable network connection). In this case, in order to verify whether the defect arose as a result of an unsuitable digital environment, the User is obliged to provide the Provider with the necessary cooperation to the extent that is reasonably required and technically available. If the User refuses to provide such cooperation, rights from defective performance arise for them only if they prove that the Product or the provided Services are not in accordance with the Agreement.
- 11.11. The User assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

12. Scope of Liability; Rights and Obligations of the Provider and the User

- 12.1. The User undertakes to provide the Provider with all necessary cooperation needed for the proper provision of the Product and the Service. Failure to provide cooperation may result in the interruption or restriction of the provision of the Service and the Product, without any claim by the User to a refund of a proportionate part of the price or to compensation for damage incurred. In such a case, the Provider bears no liability for the damage incurred.

- 12.2. The Provider's liability for damage demonstrably incurred by the User in connection with the Agreement is limited to the actual damage up to the amount corresponding to the price paid by the User for the Service over the last 12 months. The Provider is not liable for lost profit, consequential damage, or damage caused by the conduct of third parties or the User.
- 12.3. The Provider is entitled to carry out updates, modifications, or changes to the Product and the Service that are necessary in terms of technical development, security, maintaining functionality, or mandatory legislative requirements. The Provider will inform the User of planned outages or material changes by email or by a notice in the user interface.
- 12.4. The Provider takes reasonable technical and organizational steps to protect data and ensure the continuity of the Services and the Product. The User acknowledges that the Provider is not liable for the loss or damage of data caused by the User's conduct, insufficient security of the User's own systems, or the use of incompatible tools.
- 12.5. The Provider undertakes to carry out a full backup of all data that the User uploads or creates within the Product, at least once every 24 hours, in order to enable data recovery for the last 90 days. In the event of a system failure or crash or damage to the Product or the Service, the Provider undertakes to restore the Service, including all relevant data, no later than within five (5) business days.
- 12.6. The parties undertake to maintain the confidentiality of all information they share in connection with the Agreement. Confidential information may be disclosed only in the manner stipulated by legislation or with the consent of the other party.
- 12.7. The User is not entitled, without the Provider's written consent, to assign, transfer, or otherwise pass on rights or obligations under the Agreement to a third party.
- 12.8. The Provider is entitled to keep records and audit logs of the User's activity within the Product and the Service for the purposes of protecting its rights, proving performance, resolving incidents, and ensuring security.
- 12.9. All communication between the contracting parties takes place primarily electronically, in particular by email. Notices are considered delivered at the moment of their delivery to the addressee's mailbox.
- 12.10. The User acknowledges that they use the Product and the Services at their own responsibility. The Provider does not guarantee the specific results that the User wishes to achieve through the Product or the Services, nor the manner in which the User further uses the information or outputs obtained.

- 12.11. Except as otherwise expressly provided in these Terms or required by applicable law, the Provider is not liable for the results that the User records in connection with the use of the Content and the Services, nor for any pecuniary or non-pecuniary harm.

13. Other Arrangements

- 13.1. The User is responsible for the content and data they enter into the Service or the Product, including its accuracy, legality, and compliance with the rights of third parties. The Provider is not liable for any consequences arising from their use, loss, or unavailability, if caused by the conduct of the User or third parties, or by circumstances beyond the Provider's control.
- 13.2. The Provider strives for the highest possible availability of the Service and the Product but does not guarantee uninterrupted operation. The User acknowledges that planned or unplanned outages may occur due to maintenance, updates, operational interventions, or circumstances on the part of third parties (e.g., hosting or connectivity providers). Such outages are not a breach of a contractual obligation.
- 13.3. The Provider is entitled to temporarily restrict or suspend the provision of the Service or the Product if the User breaches the contractual arrangements, interferes with the security of the system, endangers the operation of the Service, or fails to pay the price properly and on time.
- 13.4. All rights to the Product, the Service, and the related software belong to the Provider or its partners. The User acquires only a non-exclusive authorization to use them to the extent necessary to fulfil the Agreement. The User is not entitled to carry out reverse engineering, decompilation, distribution, reproduction, or otherwise interfere with the source code or technical solution.
- 13.5. The User is responsible for the manner of use of their Account and for the activity of persons to whom they grant access. Acts performed through the user Account are considered acts of the User.

14. Communication, User Support, and Complaint Handling

- 14.1. The User shall send all notices and other communication to the Provider via email ask@celus.net. A notice is considered delivered at the moment of receipt on the email server, and if sent outside a business day, it is considered delivered on the next following business day.
- 14.2. The Provider is entitled to send the User information about its products and services if the User has consented to this. The User may withdraw their consent to receiving commercial communications at any time by clicking the

“Unsubscribe” link in the email or by sending a request to the email address ask@celus.net.

- 14.3. In the event of questions, comments, or notices of faulty operation of the Service, the User is entitled to contact the Provider via the contact details stated in these Terms or on the Website. The Provider undertakes to review the User’s notice and respond within a reasonable period.
- 14.4. Within the provision of the Service, the Provider undertakes to provide user support via video calls and email communication. Video calls will be provided during ordinary business hours, i.e., on business days from 8:00 to 17:00 Central European Time, with the exception of public holidays of the Czech Republic. Email support will be provided within two (2) business days from the day of delivery of the request, whereby public holidays of the Czech Republic are not counted into this period. Any dispute between us as the Provider and the User will be resolved preferentially by amicable means.

15. Links to Websites

- 15.1. The Website may also contain links to other websites operated by third parties (hereinafter the “external content”). The Provider has no control over the content or operation of the external content and is therefore not liable for the information, services, or any damage that may arise from their use. The placement of links to external content on the Website is not an expression of cooperation, a recommendation, or an endorsement of the external content or its operator – the links are provided only for your orientation and convenience.
- 15.2. If a third party wishes to place a link to the Provider’s Website on their website, they may do so freely – it is sufficient to link to the home Website <https://www.celus.net>.
- 15.3. Links to specific subpages, articles, or other content (so-called deep links) are possible only with the prior consent of the Provider, which can be obtained by email at ask@celus.net, tel. +420 704 442 069.

16. Protection of Personal Data

- 16.1. The User is aware that, in connection with the conclusion and performance of the Agreement, the maintenance of the user account, and the provision of the Product or Services, their personal data is processed. The Provider always carries out the processing of personal data to the extent and in the manner corresponding to the relevant legislation, in particular the general legal regulation on the protection of personal data (GDPR) and related regulations.

- 16.2. The User acknowledges that the Provider provides information on the processing of personal data in accordance with Article 13 GDPR via a separate document, the “Data Privacy Policy”, which is available on the Website (available here: https://cdn.prod.website-files.com/623c7b7d68a61ee1b9723447/6aa29fdcee4cf774c5ce275c_Big_Dig_Data_Privacy_Policy_EN_rev_2026_08_21-2-final.pdf) in the relevant section dedicated to the protection of personal data. The User confirms that they may become acquainted with this document at any time.
- 16.3. The Provider is entitled, when providing the Product and the Services, to use artificial intelligence technologies provided by third parties on the basis of a contractual relationship. The Provider also ensures that these third parties process the provided data in accordance with the relevant contractual arrangements and applicable legislation, in particular in the area of personal data protection. In connection with the use of these technologies, the data of Users may be processed to the necessary extent within the provision of the Product and the Services. The User agrees and acknowledges that the functionalities of the Product and the Services may be based on the use of artificial intelligence, as stated in this paragraph. Where the nature of the Product and the Services allows, the User may enable or disable the use of these functionalities at any time via the settings of their Account.

17. Governing Law and Jurisdiction

- 17.1. These Terms and all contractual relationships between the Provider and the User are governed by the law of the Czech Republic.
- 17.2. The relationship established by the Agreement is governed by Czech law, even if the User is a foreign person.
- 17.3. If a translation of the Agreement, including the terms and conditions, is required for the User's needs, then, in the event of a dispute over the interpretation of any term or provision of the Agreement or the Terms, the interpretation of the Agreement, including the terms and conditions, in the English language shall prevail. In the event of any discrepancy between these Terms and an individually negotiated Agreement, the individually negotiated Agreement shall prevail.
- 17.4. The parties have agreed that the Czech courts have jurisdiction to resolve mutual disputes arising from these Terms or the Agreement.

18. Final Provisions

- 18.1. The parties undertake to communicate with each other in the form stipulated for the given case by the Agreement, the Terms, and the relevant legislation. For

cases not expressly regulated, the parties agree that the preferred form of communication between the parties is electronic communication via email.

- 18.2. If any provision of these Terms is or becomes invalid or ineffective, the invalid or ineffective provision shall be replaced by a provision whose meaning is as close as possible to the invalid or ineffective provision. The invalidity or ineffectiveness of a provision of the Terms does not affect the validity and effectiveness of the other provisions of the Terms.
- 18.3. Unless otherwise expressly provided in these Terms, any changes to the Agreement must be made in the form of written amendments approved and signed by all parties; otherwise, such changes are invalid.
- 18.4. These Terms are effective from 21-Aug-2026.