

Researcher Terms and Conditions

Last updated: August 1st, 2025

1. Definitions

1.1. “Platform”

The term “Platform” collectively refers to the website accessible at <https://researcher.yubetsu.com> and all associated digital assets operated by Yubetsu under the Yubetsu Researcher brand. This includes, but is not limited to, the core website, mobile and desktop applications, subdomains, application programming interfaces (APIs), backend servers, databases, analytics tools, software modules, user interfaces, documentation, and all embedded or linked third-party services and integrations. The Platform is designed to facilitate data research, analytics, and various related services accessible to Users worldwide.

1.2. “User”

A “User” is any natural person, legal entity, or organisation that accesses, registers, or interacts with the Platform in any capacity, whether through direct use of the Services, registration of an Account, or indirectly through API integrations or third-party applications. Users may include researchers, analysts, institutions, companies, data providers, developers, or other stakeholders. Each User acknowledges responsibility for their use of the Platform and agrees to comply with all applicable laws and these Terms.

1.3. “Account”

An “Account” refers to the personalised profile established by a User upon registration on the Platform. This Account contains all relevant credentials, profile information, preferences, payment and billing information, Credits balance, transaction history, and settings related to the use of Services. The Account serves as the primary mechanism for accessing the Platform’s features and is uniquely associated with a User’s identity or entity.

1.4. “Credits”

“Credits” are virtual currency units that Users may purchase, earn, or be granted to facilitate access to certain paid or premium Services offered on the Platform. Credits function as prepaid units which can be spent to obtain data access, advanced analytical tools, API calls, report exports, or other value-added functionalities. Credits are subject to expiration, non-transferability, and non-refundability policies, as specified in the Payment Terms section.

1.5. “Services”

The term “Services” collectively describes all products, features, tools, functions, and utilities provided by the Platform to Users. This includes, without limitation, data retrieval and analysis, AI-assisted research capabilities, interactive dashboards, real-time data feeds, API access, customer support, content downloads, user collaboration tools, and transactional features such as Credit purchases and subscription management. Services may be proprietary to Yubetsu or provided through partnerships with third-party providers, with all rights reserved by their respective owners.

1.6. “Content”

“Content” means any text, data, graphics, images, video, audio, software, reports, and other materials made available through the Platform. Content may be created, uploaded, or supplied by Yubetsu, Users, or third-party licensors. Users agree not to reproduce, distribute, or otherwise exploit Content except as expressly permitted under these Terms or by applicable law.

1.7. “Subscription”

A “Subscription” is a paid plan that grants Users access to certain Services or features on a recurring basis, typically monthly or annually. Subscription terms, fees, renewal policies, and cancellation procedures are governed under the Payment Terms and Subscription sections of these Terms.

1.8. “Third-Party Services”

“Third-Party Services” refer to any external applications, data sources, APIs, platforms, or service providers integrated with or accessible through the Platform. Use of Third-Party Services may be subject to separate terms and conditions, which Users must also comply with.

1.9. “Personal Data”

“Personal Data” means any information relating to an identified or identifiable natural person as defined under the EU General Data Protection Regulation (GDPR) and related Czech data protection laws. Personal Data collected and processed through the Platform is governed by the Privacy Policy.

1.10. “Force Majeure”

“Force Majeure” refers to any event or circumstance beyond the reasonable control of Yubetsu, including but not limited to natural disasters, war, terrorism, government actions, strikes, technical failures, cyberattacks, pandemics, or other unforeseeable events that prevent or delay the performance of obligations under these Terms.

2. ACCEPTANCE OF TERMS

2.1. Binding Agreement

By accessing, registering for, or otherwise using the Platform, including all Services and features made available through <https://researcher.yubetsu.com>, you expressly acknowledge that you have read, understood, and agree to be legally bound by these Terms and Conditions, along with all referenced policies, including but not limited to the Privacy Policy and Cookies Policy. These Terms constitute a binding contract between you (as the User) and Yubetsu s.r.o. (referred to herein as “Yubetsu,” “we,” “us,” or “our”). If you do not agree to these Terms, you must immediately discontinue use of the Platform and its Services. Continued use of the Platform after any changes to these Terms shall constitute your acceptance of those changes.

2.2. Scope of Agreement

These Terms govern your use of the Platform, your Account, all transactions, and interactions with Yubetsu. They set out your rights and obligations as a User and those of Yubetsu as the service provider. The Terms apply universally to all Users, regardless of the nature or location of use, except where local mandatory laws provide otherwise. The acceptance of these Terms is a prerequisite for creating an Account, purchasing Credits, subscribing to Services, or engaging with any features of the Platform.

2.3. Updates and Amendments

Yubetsu reserves the exclusive right to update, modify, amend, or supplement these Terms at any time and for any reason, including but not limited to legal compliance, service improvements, or business strategy changes. When such changes are made, Yubetsu will notify Users of material modifications by posting updated Terms on the Platform and, where feasible, by sending electronic notification to the email address associated with your Account. It is the User’s responsibility to review the Terms regularly. If you continue to use the Platform after the effective date of any amendments, you are deemed to have accepted the revised Terms without limitation or reservation.

2.4. No Waiver

Any failure by Yubetsu to enforce any provision of these Terms at any time shall not be construed as a waiver of its right to do so in the future. No waiver of any term or condition shall be valid unless made in writing and signed by an authorised representative of Yubetsu.



2.5. Third-Party Users

If you access the Platform on behalf of a company, organisation, or other legal entity, you represent and warrant that you have full authority to bind that entity to these Terms. In such cases, “you” or “User” refers to both you as an individual and the entity on whose behalf you act.

2.6. Electronic Communications

By using the Platform, you consent to receive communications from Yubetsu electronically, including emails, notifications within the Platform, or messages through other digital channels. Such communications satisfy any legal requirement that communications be in writing.

3. USER ACCOUNTS AND ELIGIBILITY

3.1. Eligibility Criteria

Access to and use of the Platform is strictly limited to individuals who meet all applicable legal requirements and who are at least eighteen (18) years of age or the age of majority in their jurisdiction, whichever is higher. By registering for an Account or otherwise using the Platform, you represent and warrant that you satisfy these age and legal capacity requirements. If you are accessing or using the Platform on behalf of a legal entity, you confirm that you have the necessary authority to act on behalf of that entity and to bind it to these Terms. Use by minors or unauthorised individuals is strictly prohibited and constitutes a material breach of these Terms.

3.2. Account Registration and Accuracy of Information

To access certain features of the Platform, you must register and create an Account. During the registration process, you agree to provide true, accurate, current, and complete information as requested, including but not limited to your full legal name, valid email address, billing information, and any other data necessary to establish your Account. You further agree to maintain and promptly update your Account information to keep it accurate, complete, and current. Failure to provide accurate information or to update such information may result in suspension or termination of your Account and access to Services.

3.3. Account Security and Confidentiality

You are solely responsible for maintaining the confidentiality and security of your Account credentials, including your username, password, and any authentication tokens or mechanisms used to access the Platform. You agree to notify Yubetsu immediately if

you become aware of any unauthorised use of your Account or any other security breach. Yubetsu will not be liable for any loss or damage arising from your failure to protect your Account information or from unauthorised access resulting from your negligence.

3.4. Account Use Restrictions

Each User Account is intended for individual or organisational use only and may not be shared with others. You agree not to allow others to use your Account or to create multiple Accounts for the purpose of circumventing any usage limits, fees, or other restrictions imposed by Yubetsu. Any attempt to do so may result in immediate suspension or termination of all related Accounts without refund.

3.5. Suspension, Termination, and Account Closure

Yubetsu reserves the right, at its sole discretion and without prior notice, to suspend, restrict, or terminate your Account and access to the Platform or any Services if it determines that you have violated these Terms, engaged in fraudulent or unlawful activity, breached any security measures, or otherwise caused harm or risk to the Platform, other Users, or third parties. Upon termination, your right to use the Platform shall cease immediately, and Yubetsu may delete or anonymise your Account data in accordance with applicable law and its data retention policies.

3.6. Multiple Accounts and Identity Verification

To ensure compliance with legal and regulatory obligations, including anti-fraud and anti-money laundering measures, Yubetsu may require Users to verify their identity by providing additional documentation or information at any time. Multiple Accounts owned by the same User or entity may be restricted or consolidated as deemed necessary. Failure to comply with identity verification requests may result in suspension or termination of the Account.

4. USER RESPONSIBILITIES AND CONDUCT

4.1. Compliance with Laws and Regulations

As a User of the Platform, you agree to comply with all applicable national, regional, and international laws, regulations, and industry standards, including but not limited to data protection laws, intellectual property rights, export controls, and anti-corruption statutes. You shall not use the Platform in any manner that violates any applicable legal or regulatory requirement or that infringes upon the rights of others.

4.2. Proper Use of the Platform

You agree to use the Platform solely for lawful, authorised, and ethical purposes consistent with the intended functionality of the Services. You shall not use the Platform to upload, post, transmit, distribute, or otherwise make available any content or material that is unlawful, harmful, threatening, defamatory, obscene, fraudulent, invasive of privacy, or otherwise objectionable. Any attempt to interfere with the security, integrity, or operation of the Platform, including but not limited to introducing viruses, malware, or engaging in denial-of-service attacks, is strictly prohibited.

4.3. Account Security Obligations

You are responsible for maintaining the security of your Account credentials and any devices used to access the Platform. You agree to immediately notify Yubetsu of any unauthorised access or suspected breach of your Account. Yubetsu shall not be liable for any loss or damage arising from your failure to comply with this obligation or from unauthorised use of your Account due to your negligence.

4.4. Prohibited Activities

Without limiting the generality of the foregoing, you expressly agree not to:

- Engage in any activity that disrupts or interferes with the normal operation of the Platform or its underlying infrastructure;
- Attempt to gain unauthorised access to other Users' accounts, systems, or data;
- Use automated tools, scripts, bots, or scrapers to access or collect data from the Platform without explicit authorisation;
- Circumvent or attempt to circumvent any usage limits, security measures, or access controls;
- Impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity;
- Upload, transmit, or distribute any content that infringes upon any intellectual property or proprietary rights of third parties;
- Use the Platform to engage in spamming, phishing, or other unsolicited communications;
- Engage in any conduct that, in Yubetsu's sole discretion, is harmful, abusive, or otherwise objectionable.

4.5. Monitoring and Enforcement

Yubetsu reserves the right, but is not obligated, to monitor User activity and content on the Platform to ensure compliance with these Terms. We may investigate any reported or suspected violations and take appropriate action, including warning Users, removing

content, suspending or terminating Accounts, or pursuing legal remedies. You acknowledge and agree that Yubetsu is not responsible for any content posted or transmitted by Users.

4.6. User Content Responsibility

Users who upload, submit, or otherwise make available any content on the Platform retain ownership of their content but grant Yubetsu a worldwide, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, display, and perform such content solely for the purposes of providing and improving the Platform and Services. Users warrant that any content they provide does not violate any laws or third-party rights and agree to indemnify Yubetsu against any claims arising from their content.

4.7. Cooperation with Investigations

You agree to cooperate fully with Yubetsu and law enforcement agencies in the investigation of any suspected illegal, fraudulent, or abusive activity on the Platform, including providing any information or assistance reasonably requested.

5. PLATFORM ACCESS AND AVAILABILITY

5.1. Access to the Platform

Yubetsu endeavours to ensure that the Platform is accessible to Users 24 hours a day, seven days a week, subject to scheduled maintenance, upgrades, and unforeseen technical issues. Access to certain Services or features may be restricted to registered Users with a valid Account or may require active subscriptions or sufficient Credits as outlined elsewhere in these Terms. We reserve the right to modify, suspend, or discontinue access to any part of the Platform, temporarily or permanently, at any time without prior notice or liability, to facilitate maintenance, improvements, or to comply with legal obligations.

5.2. Maintenance and Downtime

Periodic maintenance and updates are necessary to provide a secure and high-quality Platform experience. Such maintenance may occur with or without prior notice, depending on the urgency and nature of the work. Yubetsu will make commercially reasonable efforts to minimise disruptions and schedule maintenance during off-peak hours when feasible. However, Users acknowledge that some interruptions may be unavoidable, and Yubetsu shall not be liable for any damages, losses, or inconveniences resulting from the temporary unavailability of the Platform.

5.3. Technical Requirements and Compatibility

Users are responsible for ensuring that their hardware, software, internet connection, and other technical resources meet the minimum requirements necessary to access and use the Platform effectively. Yubetsu does not guarantee compatibility with all devices, browsers, or operating systems. Users acknowledge that technical limitations, including bandwidth constraints or third-party software issues, may affect the performance and availability of the Services.

5.4. No Guarantee of Continuous or Error-Free Service

While Yubetsu strives to provide reliable and high-quality Services, we do not guarantee that the Platform will be uninterrupted, error-free, or free from vulnerabilities or bugs. Users accept that use of the Platform is at their own risk, and Yubetsu expressly disclaims any liability for any interruptions, delays, data loss, or errors that may occur during use.

5.5. Access Restrictions

Yubetsu reserves the right to impose usage limits, including but not limited to API call quotas, data download limits, or concurrent session restrictions to protect the integrity and availability of the Platform for all Users. Violation of such limits, including attempts to circumvent or bypass them, may result in temporary suspension or permanent termination of access.

5.6. Geographic and Legal Restrictions

Access to the Platform may be restricted or prohibited in certain jurisdictions due to local laws or regulations. Users are responsible for ensuring that their use of the Platform complies with all applicable export controls, trade sanctions, and local legal requirements. Yubetsu makes no representation or warranty that the Platform is appropriate or available for use outside of its primary operational territories, including the European Union and the Czech Republic.

5.7. Backup and Data Retention

While Yubetsu implements measures to safeguard User data and content, Users are solely responsible for maintaining backup copies of any data they upload, input, or generate on the Platform. Yubetsu does not guarantee data recovery in the event of accidental loss, deletion, or technical failures, except as explicitly stated in the Service Level Agreements or other applicable contracts.

6. USER-GENERATED CONTENT AND SUBMISSIONS

6.1. Ownership of User Content

Users retain all ownership rights in any content, data, research materials, reports, feedback, or other submissions they upload, submit, or otherwise make available through the Platform (“User Content”). By submitting User Content, you represent and warrant that you have all necessary rights, licenses, consents, and permissions to grant the rights described in these Terms.

6.2. License Grant to Yubetsu

By submitting User Content to the Platform, you grant Yubetsu a worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable license to use, copy, modify, distribute, display, perform, and otherwise exploit such User Content solely for the purpose of operating, promoting, improving, and providing the Services of the Platform. This license includes the right to incorporate User Content into derivative works and to authorise third-party service providers acting on behalf of Yubetsu to do the same. The license granted does not transfer ownership of your User Content to Yubetsu.

6.3. Responsibility for User Content

You are solely responsible for all User Content you submit or make available on or through the Platform. You warrant that your User Content does not violate any applicable law, regulation, third-party rights, or these Terms, including without limitation laws relating to privacy, intellectual property, defamation, or obscenity. You further agree not to submit User Content that is unlawful, harmful, threatening, abusive, defamatory, obscene, invasive of privacy, hateful, or otherwise objectionable.

6.4. Prohibited Content

The Platform strictly prohibits submission or dissemination of User Content that:

- Infringes on intellectual property rights, privacy rights, or other proprietary rights of any third party;
- Contains viruses, malware, spyware, or any other harmful code;
- Promotes discrimination, violence, terrorism, hate speech, or illegal activities;
- Contains false or misleading information or impersonates any person or entity;
- Violates any applicable data protection or confidentiality obligations.

6.5. Moderation and Removal

Yubetsu reserves the right, but is under no obligation, to review, monitor, modify, or remove any User Content at any time and for any reason, including if it believes such content violates these Terms or applicable law. Yubetsu may also disable or terminate

accounts that violate content rules. Removal or modification of User Content shall not entitle Users to any refund, compensation, or liability from Yubetsu.

6.6. Reporting Infringements and Abuse

Users are encouraged to report any content they believe violates these Terms, infringes third-party rights, or is otherwise abusive by contacting Yubetsu via the designated reporting mechanisms. Yubetsu will investigate such reports and take appropriate action consistent with applicable law and internal policies.

6.7. No Obligation to Publish or Use

Yubetsu has no obligation to publish, display, or use any User Content submitted. All decisions regarding the inclusion, modification, or removal of User Content are at Yubetsu's sole discretion.

6.8. Indemnification

You agree to indemnify, defend, and hold harmless Yubetsu, its affiliates, directors, employees, and agents from and against any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from or related to your User Content, your violation of these Terms, or infringement of any rights of a third party.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Ownership of Platform Intellectual Property

All intellectual property rights, including but not limited to copyrights, trademarks, trade secrets, patents, database rights, software, algorithms, designs, logos, graphics, text, and other materials made available through the Platform ("Platform IP"), are owned by or licensed to Yubetsu or its affiliates. These rights are protected by Czech, European Union, and international intellectual property laws. Nothing in these Terms grants Users any ownership or other proprietary interest in the Platform IP except as expressly set forth herein.

7.2. Limited License to Use Platform

Subject to full compliance with these Terms, Yubetsu grants Users a limited, non-exclusive, non-transferable, revocable license to access and use the Platform and Services solely for their internal research, analysis, and other legitimate purposes authorised by Yubetsu. Users may not copy, modify, distribute, create derivative works, reverse engineer, decompile, or otherwise attempt to extract source code from the Platform except to the extent expressly permitted by applicable law or with Yubetsu's prior written consent.

7.3. User Content Intellectual Property

Users retain ownership of their User Content submitted or uploaded to the Platform, subject to the license granted to Yubetsu under Section 6. Yubetsu does not claim ownership of User Content but may use it under the terms of that license. Users represent that their User Content does not infringe any third-party intellectual property rights.

7.4. Trademarks and Branding

The trademarks, service marks, logos, and trade names displayed on the Platform (“Trademarks”) are proprietary to Yubetsu or its licensors. Users are prohibited from using these Trademarks without the prior written consent of Yubetsu, except as necessary to access and use the Platform in accordance with these Terms. Any unauthorised use of Trademarks is strictly prohibited and may constitute trademark infringement.

7.5. Restrictions on Use

Users agree not to remove, alter, or obscure any copyright, trademark, or other proprietary notices on any part of the Platform or related materials. Users further agree not to use any automated tools or processes to extract or scrape data, content, or metadata from the Platform without prior express written authorisation from Yubetsu.

7.6. Reporting Intellectual Property Infringement

Yubetsu respects the intellectual property rights of others and expects Users to do the same. If you believe that your intellectual property rights have been infringed through use of the Platform, please promptly notify Yubetsu’s designated agent with the required information under the Czech and EU laws. Yubetsu will investigate claims in accordance with applicable procedures and may remove or disable access to infringing content.

7.7. Feedback and Suggestions

Any feedback, suggestions, ideas, or proposals provided by Users relating to the Platform (“Feedback”) shall be considered non-confidential and may be used by Yubetsu for any purpose without compensation or acknowledgement. By providing Feedback, you grant Yubetsu a perpetual, irrevocable, royalty-free license to use, reproduce, modify, distribute, and incorporate such Feedback into the Platform or other products and services.

8. LICENSE AND USAGE RESTRICTIONS

8.1. License Grant

Subject to your full compliance with these Terms and Conditions, and where applicable, payment of all relevant fees or Credits, Yubetsu grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform and Services strictly in accordance with the intended purposes described in these Terms and any applicable documentation. This license applies only to the portions of the Platform and Services for which you have valid access rights, and does not grant you any entitlement to unpaid or restricted features. The license is for your personal or organisational internal use only and does not grant you any rights to modify, distribute, resell, or commercially exploit the Platform or its content beyond the authorised use.

8.2. Prohibited Uses

You expressly agree not to use the Platform or Services for any purpose or in any manner that:

- Violates any applicable laws, regulations, export controls, sanctions, or third-party rights, including but not limited to EU and international regulations on dual-use goods and technology;
- Facilitates, supports, or contributes to the development, manufacturing, testing, or deployment of military technologies, autonomous weapons systems, nuclear, biological, or chemical weapons, or any other weapons of mass destruction;
- Applies the Platform's AI research capabilities or output toward surveillance, profiling, or predictive analytics in ways that contravene human rights, privacy, or ethical standards as defined under the EU Charter of Fundamental Rights;
- Interferes with, disrupts, or damages the operation, security, or integrity of the Platform, its infrastructure, or any associated networks or services;
- Attempts to gain unauthorised access to any portion of the Platform, other Users' data, systems, APIs, or Yubetsu's confidential information;
- Uses automated scripts, bots, crawlers, scrapers, or similar tools to extract, mine, or manipulate data from the Platform without prior written authorisation from Yubetsu;
- Copies, reproduces, resells, sublicenses, or commercially exploits any part of the Platform or its content without Yubetsu's express prior written consent;
- Circumvents or attempts to bypass usage restrictions, security features, authentication processes, rate limits, or metering systems put in place by Yubetsu;
- Uploads, transmits, or distributes any viruses, malware, spyware, ransomware, or other forms of malicious code or content;
- Engages in harassment, abuse, or conduct that Yubetsu reasonably considers harmful, deceptive, misleading, defamatory, offensive, or otherwise inappropriate toward any individual, institution, or group;
- Engages in any activity that could impair Yubetsu's business, legal standing, brand integrity, or the safety of its Users, partners, or stakeholders.

8.3. No Reverse Engineering or Derivative Works

Except to the extent expressly permitted by mandatory law, you agree not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of the Platform or Services. You also agree not to create derivative works based on the Platform or any part thereof, except where explicitly authorised by Yubetsu in writing.

8.4. Use of APIs and Third-Party Integrations

Where the Platform includes Application Programming Interfaces (APIs) or integrates third-party services, your use of such APIs and integrations is subject to any additional terms provided by Yubetsu and/or the respective third parties. You may not use APIs or integrations in a manner that violates these Terms or any applicable third-party agreements.

8.5. User Account Limitations

You may only operate one primary Account unless otherwise authorised by Yubetsu. You shall not share your login credentials with others or allow multiple individuals to use the Platform under a single Account unless explicitly permitted. Any attempt to create multiple accounts for purposes of abuse, circumvention of limitations, or fraudulent activity may result in suspension or termination of all related Accounts.

8.6. Compliance with Usage Limits

Yubetsu may impose usage limits on certain Services, such as limits on the number of API calls, data downloads, Credit consumption, or concurrent sessions. You agree to comply with these limits and acknowledge that exceeding these limits may result in temporary suspension or permanent termination of your access.

8.7. Suspension for Violations

Any violation of these License and Usage Restrictions may result in immediate suspension or termination of your Account and access to the Platform, at Yubetsu's sole discretion, without liability or refund. Yubetsu reserves the right to pursue any legal or equitable remedies available in such cases.

9. CREDITS AND PAYMENT SYSTEM

9.1. Purchase of Credits

Users may purchase Credits through the Platform using the payment methods made available by Yubetsu at the time of purchase. Credits serve as virtual currency within the Platform, enabling Users to access specific features, datasets, APIs, or other premium

Services. All purchases of Credits are subject to availability, and Yubetsu reserves the right to modify Credit pricing, packages, or availability at any time without prior notice. Upon successful purchase, Credits will be credited to the User's Account immediately or within a reasonable timeframe, depending on payment verification. Users acknowledge and agree that Credits do not constitute a monetary currency and have no cash value outside the Platform.

9.2. Payment Processing and Security

All payments for Credits and subscriptions are processed securely through trusted third-party payment processors selected by Yubetsu. Yubetsu does not store or have access to Users' full payment card details or banking information, which are handled in accordance with industry standards such as PCI-DSS. Users agree to provide accurate and complete payment information and authorise Yubetsu and its payment processors to charge the payment method for the total amount due, including any applicable taxes or fees. Yubetsu is not liable for delays, failures, or errors arising from third-party payment processors or network issues.

9.3. Credit Usage Rules

Credits purchased or granted may be used only within the Platform in accordance with the specific terms governing the relevant Services or features. Credits are generally non-transferable, non-refundable, and expire in accordance with the validity period specified at the time of purchase or grant, unless otherwise mandated by applicable law. Users must ensure sufficient Credits are available in their Account to access or continue using paid Services. Yubetsu reserves the right to deduct Credits for usage fees, subscription renewals, overages, or any other charges incurred. Any attempt to manipulate, fraudulently generate, or unlawfully acquire Credits may result in immediate suspension or termination of Account access and legal action.

9.4. Refund and Chargeback Policy

All Credit purchases are final and non-refundable except as required by applicable consumer protection laws or as expressly agreed by Yubetsu in writing. Refunds for unused or partially used Credits are generally not provided. Users are responsible for monitoring their Credit balances and usage. In the event of unauthorised transactions, Users must notify Yubetsu promptly. Chargebacks initiated by Users through their payment providers without prior communication to Yubetsu will be treated as a breach of these Terms and may lead to suspension or termination of access, as well as recovery actions for losses incurred. Yubetsu reserves the right to withhold Services pending resolution of payment disputes.

9.5. Taxes and Invoicing

All fees and payments related to Credits and Services are exclusive of any applicable taxes, levies, duties, or governmental charges imposed by any authority. Users are solely responsible for the payment of any such taxes, including value-added tax (VAT), goods and services tax (GST), or sales tax, unless Yubetsu explicitly states otherwise. Where required, Yubetsu will provide Users with invoices or receipts compliant with relevant tax laws upon request or automatically via the User Account. Users must provide accurate tax information and cooperate with Yubetsu to ensure compliance with local tax regulations. Failure to provide required tax information may result in withholding or suspension of Services.

10. SUBSCRIPTION SERVICES

10.1. Subscription Plans and Features

Yubetsu Researcher may offer certain Services through subscription plans that provide Users with access to premium features, enhanced data sets, additional Credits, or other value-added functionalities on a recurring basis. Subscription plans, including their pricing, billing intervals, features, and access levels, are described on the Platform and may vary from time to time. By subscribing, Users agree to pay the recurring subscription fees as set forth at the time of subscription purchase.

10.2. Subscription Activation and Renewal

Subscriptions become active immediately upon successful payment confirmation, unless otherwise specified. Subscriptions automatically renew at the end of each billing cycle for the same duration and price, or as otherwise communicated on the Platform. Users will receive prior notice of any material changes to pricing or subscription terms where required by law. It is the User's responsibility to review such notices and manage their subscription accordingly.

10.3. Billing and Payment Authorisation

By subscribing, Users authorise Yubetsu to charge the payment method provided for all recurring subscription fees until the subscription is cancelled. Payments will be processed securely via the Platform's designated payment processor. Failure to make timely payments may result in suspension or termination of subscription access without refund. Yubetsu reserves the right to suspend or terminate subscription Services in the event of payment disputes, chargebacks, or suspected fraudulent activity.

10.4. Subscription Cancellation and Termination

Users may cancel their subscriptions at any time through their Account settings or by contacting Yubetsu support. Cancellation will take effect at the end of the current billing

period, and no further charges will be applied thereafter. Unless otherwise stated, no refunds or credits will be issued for partial billing periods or unused subscription time. Yubetsu may also terminate or suspend subscription access for violation of these Terms or for any conduct detrimental to the Platform or other Users.

10.5. Changes to Subscription Services

Yubetsu reserves the right to modify, enhance, or discontinue any subscription plans, features, or benefits at any time. Material changes to subscription terms will be communicated to Users via the Platform or email with reasonable advance notice. Continued use of the subscription Services after such changes constitutes acceptance of the modified terms.

10.6. No Transferability

Subscriptions are granted solely to the User who purchased them and may not be transferred, assigned, or sublicensed to any other person or entity without Yubetsu's prior written consent. Any attempt to transfer or share subscription access may result in immediate suspension or termination.

10.7. Trial Periods and Promotional Offers

Where applicable, Yubetsu may offer trial periods or promotional subscription pricing. Such offers are subject to specific terms and conditions, including eligibility criteria and duration. Unless explicitly stated, trial subscriptions automatically convert to paid subscriptions at the end of the trial period, and Users will be charged accordingly unless the subscription is cancelled prior to the trial's expiration.

11. PROHIBITED USES

11.1. Compliance with Laws and Regulations

Users agree to use the Platform and Services strictly in accordance with all applicable local, national, and international laws, treaties, and regulations. This includes, but is not limited to, compliance with laws governing data protection, intellectual property, export control, anti-money laundering, counter-terrorism financing, and scientific research ethics. Any use of the Platform that contravenes legal requirements or exposes Yubetsu to legal liability is strictly prohibited.

11.2. Unauthorised Access and Security Violations

Users must not attempt to gain unauthorised access to the Platform, any systems or networks associated with it, or other Users' accounts or data. This includes, but is not limited to, hacking, exploiting vulnerabilities, password harvesting, social engineering, or

circumventing authentication mechanisms. Attempting to probe, scan, test, or bypass security features or usage limitations without express written authorisation from Yubetsu constitutes a serious breach of these Terms.

11.3. Data Misuse and Privacy Violations

The Platform must not be used to collect, process, transmit, or store personal data in ways that violate the GDPR or any other applicable data protection laws. Users may not engage in unauthorised data scraping, identity theft, surveillance, or other activities that compromise the privacy or consent of individuals or entities. The use of the Platform to send spam, harvest contact details, or engage in profiling without a lawful basis is strictly prohibited.

11.4. Harmful or Malicious Activities

Users are prohibited from uploading, distributing, or transmitting any software, code, or files containing viruses, worms, spyware, ransomware, or any other malicious or destructive components. Any attempt to disrupt the operation of the Platform, intercept communications, or degrade the performance or availability of Services is expressly forbidden.

11.5. Intellectual Property Infringement

Users must not use the Platform to upload, reproduce, or share any content that infringes upon the intellectual property rights of Yubetsu or any third party. This includes unauthorised use or distribution of copyrighted material, patented processes, trademarks, trade secrets, or confidential information. Reverse engineering, disassembling, or attempting to extract source code is also prohibited.

11.6. Disruptive Behaviour and Abuse

Users are expected to behave respectfully and professionally. Harassment, hate speech, threats, defamation, discrimination, or any other form of abusive, offensive, or unlawful behaviour — including through research content — is not tolerated. Yubetsu reserves the right to suspend or terminate any Account engaged in such conduct.

11.7. Fraudulent and Deceptive Practices

Users may not impersonate others, falsify credentials or affiliations, manipulate data or research outcomes, or engage in any form of deceitful conduct. Using the Platform to create fraudulent reports, results, or representations for academic, financial, or legal gain is strictly prohibited.

11.8. Unauthorised Commercial Use

Except as expressly permitted by a valid subscription or Enterprise Agreement, Users may not resell, sublicense, redistribute, or commercially exploit the Platform or its content. Use of the Platform to build or enhance a competing product or service is strictly forbidden.

11.9. Circumvention of Restrictions

Users must not attempt to bypass or disable any technological protection measures, access controls, usage quotas, or payment-related restrictions enforced by the Platform. This includes the use of proxies, VPNs, API wrappers, or any other mechanism designed to manipulate billing, rate limits, or licensing.

11.10. Automated or Bulk Access

Without prior express written consent, Users may not use bots, scrapers, spiders, or automated scripts to access, query, or extract data from the Platform. Bulk downloads, training of AI models using data accessed through the Platform, or mass replication of outputs for unauthorised purposes are not allowed.

11.11. Political or Illegal Content

The Platform must not be used to disseminate or promote illegal, extremist, or violent content, including but not limited to material that incites hatred, supports terrorism, promotes organised crime, or encourages civil unrest or insurrection.

11.12. Unethical Use of AI Research Tools and Dual-Use or High-Risk Applications

You expressly agree not to use the Platform, including any AI-assisted research, modelling, analysis, simulation, or computational tools provided by Yubetsu, for purposes that violate ethical standards, applicable law, or international security and safety norms. Prohibited activities include, but are not limited to:

- Military or Dual-Use Technologies:
 - The development, testing, enhancement, or deployment of weapons systems, autonomous weapons, explosives, or any military or dual-use technology;
 - Offensive cybersecurity operations, malware engineering, or the design of surveillance systems used for unlawful repression or mass monitoring;
 - Research or work related to biological, chemical, or nuclear weapons, or any technologies subject to arms control treaties, export control regulations, or the Wassenaar Arrangement.

- Deceptive, Malicious, or Harmful AI Applications:
 - Use of AI tools for misinformation, deepfakes, fraud, identity theft, political manipulation, or exploitation of users, markets, or public trust;
 - Any activity that violates the ethical principles of transparency, accountability, fairness, or non-maleficence.
- High-Risk Regulated Sectors:
- The Platform must not be used to:
 - Generate medical advice, diagnostics, treatment plans, or scientific claims without qualified human oversight;
 - Simulate legal analysis, contracts, or legal determinations without review by a licensed legal practitioner;
 - Make financial, insurance, or credit-related decisions involving individuals without a lawful basis and in compliance with applicable financial conduct regulations;
 - Operate safety-critical systems, including but not limited to aviation, energy, water, or public infrastructure.

Users engaged in work within these sensitive or regulated domains are required to disclose their intended use and may only proceed upon receiving explicit written authorisation from Yubetsu. Yubetsu reserves the right to deny or revoke access at its sole discretion in cases involving high-risk use, regulatory exposure, or potential harm to individuals or society.

12. THIRD-PARTY SERVICES AND INTEGRATIONS

12.1. Use of Third-Party Services

The Platform may incorporate or provide access to third-party services, software, data providers, plugins, APIs, or integrations (collectively, “Third-Party Services”) to enhance or enable certain functionalities. These Third-Party Services are subject to their own terms, conditions, privacy policies, and usage restrictions, which may differ from those of Yubetsu. By using these features, you acknowledge and agree that Yubetsu is not responsible for the content, availability, accuracy, or functionality of such Third-Party Services.

12.2. Third-Party Terms and Liability

Your use of any Third-Party Services accessible through the Platform is at your sole risk and subject to the terms and policies imposed by the respective third parties. Yubetsu does not warrant or guarantee the performance, security, or legality of Third-Party Services and disclaims all liability arising from or related to your use of such services. You should carefully review the terms of service and privacy policies of any third party before engaging with their services through the Platform.

12.3. Data Sharing and Access

Certain Third-Party Services may require the sharing of your data or Account information. By using such integrations, you expressly consent to the transfer and processing of your data as outlined by the respective third parties. Yubetsu does not control or manage the data practices of these third parties and disclaims responsibility for any privacy or security implications resulting from such data sharing.

12.4. Authorisation and Credentials

To enable integrations with Third-Party Services, you may be required to provide authorisation or credentials (such as API keys or login information). You are solely responsible for maintaining the confidentiality and security of these credentials and for any activity that occurs under your authorisation. You agree not to share your credentials or allow unauthorised access to any third-party services connected through the Platform.

12.5. Suspension or Removal of Third-Party Services

Yubetsu reserves the right to disable, suspend, or remove access to any Third-Party Services or integrations at any time without prior notice, for any reason, including security concerns, termination of agreements with third parties, or changes in business strategy. Such actions shall not be considered a breach of these Terms, and Users shall not be entitled to any compensation or refund related to such removal or suspension.

12.6. Indemnification Regarding Third-Party Use

You agree to indemnify, defend, and hold harmless Yubetsu and its affiliates from and against any claims, liabilities, damages, losses, and expenses, including legal fees, arising out of or related to your use of Third-Party Services, your violation of third-party terms, or your unauthorised use or disclosure of credentials.

13. DATA PROTECTION AND PRIVACY

13.1. Commitment to Privacy and Data Protection

Yubetsu is committed to protecting the privacy and personal data of all Users in full compliance with the European Union General Data Protection Regulation (GDPR), the Czech Act on Personal Data Protection, and other applicable data protection laws. We recognise the importance of securing your data and ensuring transparency about how your information is collected, processed, and used within the Platform.

13.2. Collection and Use of Personal Data

When you register for an Account, use our Services, or interact with the Platform, Yubetsu may collect various types of personal and non-personal data, including but not limited to your name, contact information, payment details, usage data, IP address, and preferences. The specific data collected and purposes for processing are detailed comprehensively in our Privacy Policy, which forms an integral part of these Terms.

13.3. User Rights Under Data Protection Laws

As a User, you have certain rights with respect to your personal data, including the right to access, rectify, erase, restrict processing, object to processing, data portability, and lodge a complaint with a supervisory authority. To exercise these rights or for any inquiries related to your personal data, you should refer to the contact information and procedures outlined in our Privacy Policy.

13.4. Data Security Measures

Yubetsu employs state-of-the-art technical and organisational measures to protect your personal data from unauthorised access, alteration, disclosure, or destruction. This includes encryption, secure access controls, regular security audits, and staff training. While we strive to maintain the highest security standards, no data transmission or storage system can be guaranteed to be completely secure; Users acknowledge and accept this inherent risk.

13.5. Data Retention and Deletion

Your personal data will be retained only for as long as necessary to provide the Services, comply with legal obligations, resolve disputes, and enforce these Terms. Upon termination or deletion of your Account, Yubetsu will erase or anonymise your personal data in accordance with the retention periods and procedures specified in the Privacy Policy, unless retention is required or permitted by law.

13.6. Third-Party Data Processors

Yubetsu may engage trusted third-party data processors to assist in delivering the Platform's Services, including cloud service providers, payment processors, analytics vendors, and support platforms. Such processors are contractually obligated to protect your data in accordance with applicable laws and only process data under Yubetsu's instructions.

13.7. Privacy Policy Linkage

Your use of the Platform is subject to our full Privacy Policy, which details in depth how

personal data is collected, used, stored, shared, and protected. You acknowledge that you have read, understood, and agreed to the Privacy Policy as part of these Terms. The Privacy Policy can be accessed at: <https://researcher.yubetsu.com/legal/privacy-policy>.

14. COOKIES AND TRACKING TECHNOLOGIES

14.1. Use of Cookies and Similar Technologies

The Platform uses cookies and other tracking technologies, such as web beacons, pixels, and local storage, to enhance User experience, analyse usage patterns, personalise content, deliver targeted advertising, and improve the overall functionality and security of the Platform. These technologies enable the collection of information about your device, browsing behaviour, and interactions with the Platform.

14.2. Types of Cookies Employed

Yubetsu Researcher utilises various types of cookies, including essential cookies necessary for core Platform operations, performance cookies that collect aggregated data to optimise service delivery, functionality cookies that remember User preferences, and advertising or targeting cookies that enable the delivery of personalised marketing messages. The specific categories and purposes of cookies used are detailed in our Cookies Policy.

14.3. User Consent and Control

By accessing and using the Platform, you consent to the use of cookies and tracking technologies as described in our Cookies Policy. You retain the right to manage or withdraw your cookie preferences at any time through the cookie consent management tool provided on the Platform or via your browser settings. Please note that disabling certain cookies may affect the availability or functionality of some features.

14.4. Third-Party Cookies

The Platform may also permit third-party service providers to place cookies or tracking technologies through the Platform for analytics, advertising, or other services. These third parties operate independently of Yubetsu and have their own privacy and cookie policies. We encourage Users to review those policies directly to understand how their data is processed by these third parties.

14.5. Cookie Policy Linkage

For detailed information regarding the types of cookies used, their purposes, duration, and how you can manage your cookie preferences, please refer to our comprehensive

Cookies Policy at: <https://researcher.yubetsu.com/legal/cookies-policy>. This policy is an integral part of these Terms, and your continued use of the Platform constitutes acceptance of the terms outlined therein.

15. DISCLAIMERS AND LIMITATION OF LIABILITY

15.1. Disclaimer of Warranties

The Platform, including all Services, content, software, and data provided therein, is delivered “as is” and “as available” without any representations or warranties of any kind, whether express, implied, statutory, or otherwise. Yubetsu expressly disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, completeness, reliability, and uninterrupted availability. Yubetsu does not guarantee that the Platform will meet your requirements, be error-free, secure, or free from viruses or other harmful components.

15.2. No Professional or Legal Advice

Any content, analysis, or data available through the Platform is provided solely for informational and research purposes and does not constitute professional, legal, financial, or other advice. Users should not rely solely on the Platform’s outputs for decision-making and should seek independent expert advice as necessary. Yubetsu assumes no responsibility or liability for any decisions or actions taken based on the use of the Platform.

15.3. Limitation of Liability

To the fullest extent permitted by applicable law, Yubetsu, its affiliates, directors, officers, employees, agents, and licensors shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages, including but not limited to loss of profits, data, business, goodwill, or other intangible losses, arising out of or related to your use of or inability to use the Platform, even if Yubetsu has been advised of the possibility of such damages.

15.4. Maximum Aggregate Liability

In no event shall Yubetsu’s aggregate liability arising out of or in connection with these Terms or the use of the Platform exceed the total amount of fees actually paid by you to Yubetsu for the relevant Services during the twelve (12) months preceding the claim. This limitation applies regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise.

15.5. Force Majeure

Yubetsu shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, government actions, network failures, cyber-attacks, pandemics, or other unforeseen events (“Force Majeure Events”).

15.6. Indemnification

You agree to indemnify, defend, and hold harmless Yubetsu and its affiliates, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys’ fees) arising out of or related to your breach of these Terms, your misuse of the Platform, or violation of any applicable law or third-party rights.

15.7. No Waiver of Rights

Nothing in this Section 15 shall be construed as a waiver or limitation of any statutory rights or remedies that may not be lawfully waived or limited under applicable law.

16. INDEMNIFICATION BY USER

You agree to indemnify, defend, and hold harmless Yubetsu, its parent company, subsidiaries, affiliates, officers, directors, employees, agents, licensors, and suppliers (collectively, the “Indemnified Parties”) from and against any and all claims, demands, losses, liabilities, damages, fines, penalties, costs, and expenses, including reasonable attorneys’ fees and court costs (collectively, “Claims”), arising out of or related to:

- (i) your use of, access to, or interaction with the Platform and its Services in any manner that violates these Terms, applicable laws, or third-party rights;
- (ii) any User-Generated Content or data that you submit, post, upload, transmit, or otherwise make available through the Platform, including but not limited to any claims of infringement, defamation, privacy violations, or any other legal or regulatory breaches;
- (iii) your breach of any representation, warranty, or covenant contained in these Terms or any agreement you enter into with Yubetsu in connection with the Platform;
- (iv) any unauthorised use or access to your Account or credentials, whether or not caused by your negligence or failure to safeguard such credentials;
- (v) any violation or alleged violation of intellectual property rights, privacy rights, publicity rights, or other proprietary rights of third parties resulting from your actions or omissions;
- (vi) your failure to comply with applicable laws, rules, or regulations related to your use of the Platform, including but not limited to data protection laws, export controls, and sanctions regulations.

Yubetsu reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and you agree to cooperate fully with Yubetsu in the defence of any such Claim. You shall not settle any Claim without Yubetsu's prior written consent, which shall not be unreasonably withheld.

The obligations under this Section shall survive the termination or expiration of your use of the Platform and these Terms.

17. ACCOUNT SUSPENSION AND TERMINATION

17.1. Suspension of Access

Yubetsu reserves the right to suspend or restrict your access to the Platform, in whole or in part, at any time and without prior notice, if we reasonably believe that you have violated these Terms, engaged in fraudulent, unlawful, abusive, or otherwise improper conduct, or if your actions pose a risk to the security, integrity, or availability of the Platform or its Services. Suspension may also occur to comply with legal or regulatory requirements or at the request of law enforcement or other governmental authorities.

17.2. Termination by Yubetsu

Yubetsu may terminate your Account and your access to the Platform at its sole discretion and without liability, including but not limited to cases of repeated violations of these Terms, non-payment, misuse of Services, or if required by law. Upon termination, your right to access and use the Platform shall immediately cease, and Yubetsu may delete or deactivate your Account and any associated data or content as permitted by law.

17.3. Termination by User

You may terminate your Account at any time by following the Account deletion procedures available within your User dashboard or by contacting support. Termination by you does not relieve you of any obligations incurred prior to termination, including payment obligations or liabilities for breaches of these Terms.

17.4. Effect of Termination

Upon suspension or termination, all licenses and rights granted to you under these Terms will immediately cease. Yubetsu shall have no obligation to retain or provide access to your Account data, content, or any other information, though we may retain certain data as required to comply with legal obligations, enforce these Terms, prevent fraud, or resolve disputes.

17.5. Survival

Sections of these Terms which by their nature should survive termination or suspension, including but not limited to Intellectual Property Rights, Disclaimers, Limitation of Liability, Indemnification, and Governing Law provisions, shall survive any termination or suspension of your Account or access to the Platform.

18. MODIFICATION OF TERMS AND PLATFORM

18.1. Right to Modify Terms

Yubetsu reserves the exclusive right to update, modify, amend, or supplement these Terms and Conditions at any time and without prior individual notice, provided that such changes are communicated to Users via prominent notices on the Platform, email notifications, or other reasonable means. It is your responsibility to review these Terms periodically to stay informed of any changes.

18.2. Acceptance of Changes

Your continued use of the Platform after any such modifications constitutes your acceptance of and agreement to be bound by the updated Terms. If you do not agree to the modified Terms, you must immediately discontinue use of the Platform and may terminate your Account in accordance with Section 17.

18.3. Changes to the Platform

Yubetsu may, at its sole discretion and without prior notice, add, remove, alter, suspend, or discontinue any feature, service, or content on the Platform, in whole or in part, temporarily or permanently. This includes but is not limited to functionality, user interface, data formats, and integrations.

18.4. No Liability for Modifications

Yubetsu shall not be liable to you or any third party for any modification, suspension, or discontinuation of any part of the Platform, nor for any changes that may affect the usability, availability, or performance of the Services.

18.5. Feedback and Suggestions

If you provide Yubetsu with feedback, ideas, or suggestions related to the Platform, you acknowledge that Yubetsu may use such feedback without any obligation or compensation to you, and you hereby grant Yubetsu a worldwide, royalty-free, transferable, sublicensable license to use, reproduce, modify, and incorporate such feedback into the Platform or other products and services.

19. FORCE MAJEURE

19.1. Definition and Scope

Yubetsu shall not be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is caused by events or circumstances beyond its reasonable control. These events may include, but are not limited to, natural disasters, acts of God, war, terrorism, civil unrest, strikes, lockouts, labour disputes, pandemics, epidemics, government actions, regulatory changes, power failures, network or telecommunications outages, cyber-attacks, or other unforeseen events (“Force Majeure Events”).

19.2. Notification

In the event of a Force Majeure Event, Yubetsu will use reasonable efforts to notify Users promptly of the occurrence of such an event and the expected duration or impact on the Platform and Services, using communication channels such as email, Platform notifications, or other reasonable methods.

19.3. Suspension of Obligations

During the Force Majeure Event, Yubetsu’s obligations under these Terms shall be suspended to the extent and for the duration of the delay or failure caused by the Force Majeure Event. Yubetsu shall resume performance of its obligations promptly after the cessation of the Force Majeure Event.

19.4. Right to Terminate

If the Force Majeure Event continues for a period exceeding sixty (60) consecutive days, either party may terminate these Terms upon written notice to the other party without incurring any liability for such termination.

19.5. No Liability

Neither party shall be liable to the other for any damages, losses, or costs arising directly or indirectly from a Force Majeure Event, including loss of profits, business interruption, or any consequential damages.

20. GOVERNING LAW AND JURISDICTION

20.1. Governing Law

These Terms and any disputes arising out of or related to your use of the Platform, its Services, or these Terms shall be governed by and construed in accordance with the

laws of the Czech Republic, without regard to its conflict of law principles. This choice of law applies regardless of your location or the location from which you access the Platform.

20.2. Jurisdiction

You and Yubetsu irrevocably agree that any legal action, suit, or proceeding arising out of or relating to these Terms, the Platform, or your use of the Services shall be brought exclusively before the competent courts located in Prague, Czech Republic. You hereby consent to the personal jurisdiction of such courts and waive any objection based on venue or inconvenient forum.

20.3. Alternative Dispute Resolution

Before initiating formal legal proceedings, both parties agree to attempt to resolve disputes amicably through informal negotiation or mediation. If such efforts fail, disputes may be submitted to binding arbitration in accordance with applicable Czech arbitration laws, as detailed in Section 21 (Dispute Resolution).

20.4. Compliance with Applicable Laws

You agree to comply with all applicable laws, regulations, and rules in your use of the Platform and acknowledge that the choice of Czech law and jurisdiction is not intended to deprive you of any mandatory consumer protections under your local laws, where applicable.

21. DISPUTE RESOLUTION

21.1. Informal Resolution

Yubetsu is committed to providing a positive user experience and encourages Users to resolve any disputes or issues amicably and informally before resorting to formal proceedings. If you have any concerns, complaints, or disputes arising out of or relating to your use of the Platform or these Terms, you agree to first contact Yubetsu's designated support team or legal department at legal@yubetsu.com or through the support portal accessible in your Account dashboard. We will make commercially reasonable efforts to investigate and resolve your concerns promptly and fairly.

21.2. Mediation

If informal resolution efforts do not resolve the dispute within thirty (30) calendar days from the date the dispute is first raised, either party may propose mediation as a non-binding process to attempt to resolve the matter amicably. The mediation shall be

conducted by a mutually agreed-upon independent mediator with experience in commercial and technology disputes. Costs of mediation shall be shared equally unless otherwise agreed. The mediation shall be held in Prague, Czech Republic, or via remote communication means, as agreed by the parties.

21.3. Arbitration

If the dispute remains unresolved following mediation or if mediation is declined by either party, the dispute shall be resolved by binding arbitration in accordance with the Act No. 216/1994 Coll., on Arbitration Proceedings and Enforcement of Arbitration Awards, or any successor legislation. The arbitration shall be conducted by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic.

The arbitration shall be held in Prague, Czech Republic, unless otherwise mutually agreed. The language of arbitration shall be Czech or English, as determined by the parties or arbitrator. The arbitrator's decision shall be final and binding on the parties, and judgment on the award rendered may be entered in any court having jurisdiction.

Each party shall bear its own costs, including attorneys' fees, unless the arbitrator directs otherwise in the award. The arbitration shall be conducted on a confidential basis, and the parties agree not to disclose the existence, content, or results of the arbitration without prior written consent, except as required by law.

21.4. Exceptions to Arbitration

Nothing in this Section 21 shall prevent either party from seeking injunctive or equitable relief in a court of competent jurisdiction where such relief is necessary to protect intellectual property rights or prevent imminent and irreparable harm.

21.5. Waiver of Class Actions

You agree that any dispute resolution proceedings will be conducted solely on an individual basis and not as a class, consolidated, or representative action. To the extent permitted by law, the arbitrator or court shall have no authority to proceed on a class or collective basis.

22. SEVERABILITY AND WAIVER

22.1. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or other competent authority, such provision shall be severed from these Terms to the minimum extent necessary, and the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith to replace any invalid or unenforceable

provision with a valid and enforceable provision that achieves, to the greatest extent possible, the original intent and economic effect of the invalid provision.

22.2. Waiver

No failure or delay by Yubetsu in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise of the same or any other right. Any waiver of a breach or default under these Terms must be in writing and signed by an authorised representative of Yubetsu to be effective. A waiver on one occasion shall not be deemed a waiver on any other occasion.

23. ENTIRE AGREEMENT

These Terms and Conditions, together with the Privacy Policy, Cookies Policy, and any other legal notices or policies referenced herein, constitute the entire and exclusive agreement between you and Yubetsu with respect to your use of the Researcher platform and supersede all prior or contemporaneous understandings, communications, negotiations, and agreements, whether written or oral, regarding the subject matter herein.

No other agreements, representations, warranties, or promises, whether express or implied, shall be deemed to bind Yubetsu unless expressly incorporated by reference in these Terms. Any modifications or amendments to these Terms must be made in writing and accepted by an authorised representative of Yubetsu to be valid.

You acknowledge that you have not relied on any statements, promises, or representations other than those expressly set forth in these Terms and the related policies.

24. CONTACT AND LEGAL NOTICE INFORMATION

24.1. General Inquiries and Support

For general inquiries, user support, or questions related to the use of the Platform and its Services, Users may contact Yubetsu via the support portal available through their Account dashboard or by emailing support@yubetsu.com. We endeavour to respond to inquiries promptly and efficiently to assist with any issues or concerns.

24.2. Legal Notices and Correspondence

All formal legal notices, including but not limited to notices of claims, disputes, regulatory communications, or other official correspondence pursuant to these Terms, must be submitted in writing and delivered to the following address:

Yubetsu s.r.o.

Revoluční 1082/8
110 00 Prague 1
Czech Republic

Email for legal notices: legal@yubetsu.com

Such notices will be deemed received upon confirmed delivery by courier, registered post, or electronic receipt acknowledgement.

24.3. Electronic Communications

You consent to receive communications from Yubetsu electronically. Such communications may include notices, agreements, disclosures, or other information related to the Platform. Electronic communications are considered equivalent to written communications and satisfy any legal requirement that such communications be in writing.

24.4. Feedback and Suggestions

If you provide Yubetsu with feedback, suggestions, or ideas regarding the Platform, you agree that Yubetsu may use such feedback for any purpose without obligation or compensation to you, subject to applicable confidentiality agreements.