**Legal statement**

**1. Data of the Service Provider**

Name of the Service Provider: Bátor Tábor Alapítvány (Bátor Tábor Foundation)

Seat address of the Service Provider: 1135 Budapest, Reitter Ferenc u. 46-48. (Hungary)

Contact details of the Service Provider, available for keeping contacts with the users, regularly available electronic mailing address: [batortabor@batortabor.hu](mailto:batortabor@batortabor.hu)

Tax number: 18107913-1-41

Phone number: 1 /302-8808

Fax number: 1 /302-8808

Bank account number: 10918001-00000015-88740016

Date protection registration number (Hungarian National Authority for Data Protection and Freedom of Information): NAIH-69231 /2013

Language of the contract: Hungarian

**2. Definitions**

The terms used in these Rules in capitals shall have the following meanings:

2.1. Service Provider: legal entity providing services related to the information society

2.2. User: any person who visits the website or in any way makes use of the services available on the website.

**3. Basic Provisions**

3.1. In issues not regulated in these Rules and in relation to the interpretation of these Rules the Hungarian law shall apply, with particular regard to the relevant provisions of Act V of 2013 on the Civil Code (“Ptk”) and Act CVIII of 2001 on certain issues of electronic commerce services and information society services (“Elker.tv”). The mandatory provisions of the applicable legislation shall be binding upon the parties without specific stipulations.

3.2. These Rules take effect on 02 November 2015 and shall remain in force until withdrawal. The Service Provider has the right to amend the Rules unilaterally and will publish such amendments on the websites eleven (11) days prior to their taking effect. By using the website the Users accept that all rules and regulations pertaining to the website shall be automatically applicable to them.

3.3. When entering the website operated by the Service Provider and having access to its contents in any way, the User – regardless of being a registered or signed up user – shall accept these Rules as binding on him. If the User does not accept the rules, he will not be allowed to view the contents of the website.

3.4. The Service Provider reserves all rights related to the website, any part and contents appearing therein, as well as the distribution thereof. It is strictly forbidden to download, electronically store, process or sell the contents appearing on the website or any part thereof without the written consent of the Service Provider.

**4. Disclaimer of Liability**

4.1. The Service Provider hereby declares that it will endeavour to continuously update the information displayed on the website; however, it will not undertake liability for their completeness and truth among all circumstances, nor their possible change from time to time.

4.2. The Service Provider hereby emphasizes that it will not undertake responsibility for loss or damage to users, incurred as a result of the use of the website.

4.3. The Service Provider has the right to amend, update or withdraw the whole or any part of the contents (including services) provided through the website any time, without prior notice.

4.4. Should any unexpected change occur at the website beyond the control and intention of the Service Provider, it will not undertake any responsibility for the accuracy, reliability and timeliness of the contents displayed, nor the information, documents or any other written material available there.

4.5. The Users shall use the website absolutely at their own risk. The Service Provider shall not be held liable for loss or damage caused as a consequence of incorrect, false or insufficient information provided on the website.

4.6. The Service Provider does not guarantee the undisturbed, smooth and perfect operation of the functions available on the website. The Service Provider will not undertake responsibility for loss or damage caused, nor for costs or expenses incurred by users in relation to the use or uselessness of the website, the inadequate running, breakdown or failure caused by a computer virus, line or system error or any other circumstances. Accordingly, the User hereby acknowledges that the Service Provider shall not be held liable for any failure, damage or loss of data on the User’s computer caused by a virus, nor for any possible unauthorised access to the User’s computer or system.

4.7. The information and contents of other pages that can be reached through links quoted on the website are not controlled by the Service Provider, and so it will not undertake responsibility for their access and correctness either.

**5. Copyrights**

5.1. The Users visiting and viewing the website shall only be authorised to use its contents for their private purposes. Private use shall not be subject to compensation, but it must not serve financial gain whatsoever, either in a direct or indirect form.

5.2. Within the scope of free operation (free access) the use shall be without charge, and it shall not be subject to permission by the Service Provider. However, even the use based on the provisions pertaining to free access shall be allowed and permitted without charge, if it is not injurious or deleterious to the normal use of the website, if it does not cause any unnecessary loss or damage and does not infringe upon the lawful interests of the Service Provider, and further, if it meets the requirements of good faith and honesty and if it is not aimed at goals inconsistent with the principle of free access. The use of the contents of the website in any way different from the foregoing regulations or exceeding of the normal range of free access may result in unauthorised use qualifying as infringement of law, in which case the Service Provider will be allowed to seek legal remedy.

5.3. Any commercial or businesslike use shall be subject to the preliminary written consent by the Service Provider. The use of the Service Provider’s logo and trademark(s) shall be similarly subject to preliminary permission.

5.4. Any details or materials may only be taken from the website or its data base, even in possession of a written permission, with reference to the Service Provider.

5.5. The Service Provider reserves all rights pertaining to any and all elements of its own service, including the website and domain names, the second-level domain names formed thereof and the advertising web surfaces.

5.6. No adaptation or decryption of the contents of the website or any part of it shall be allowed; and applications allowing the alteration or indexing of the website or any part of it shall be similarly forbidden.

5.7. The name and logo “Bátor Tábor” is copyrighted and protected under patent law; its use shall always be subject to the written consent of the Service Provider.

5.8. The User hereby acknowledges that the use without a permit will entail a penalty due to the Service Provider. The amount of the penalty shall be HUF 90,000.- per image, or HUF 20,000.- per word, respectively. The User hereby acknowledges that the foregoing stipulation, i.e. the amount of penalty is not exaggerated, and he shall browse the site being aware of that. In case of copyright infringement the Service Provider will make a Statement of Facts drafted in a notarial deed, the costs of which shall be shifted to the user committing violation of law.

**6. Miscellaneous Provisions**

6.1. The Service Provider is free to employ or retain (a) contributor(s) to assist in the fulfilment of its contractual obligations, and shall be fully responsible for his/their possible illegal or unlawful activity, as if such behaviour would have been committed by the Service Provider itself.

6.2. Should any part or provision of these Rules prove to be invalid, illegal or unenforceable, it shall have no reference whatsoever to the validity, legality and enforceability of the rest thereof.

6.3. Should the Service Provider fail to exercise any of its rights due to it under these Rules, the non-exercise shall not be construed as waiver of such rights. Any waiver of rights shall only be valid if an express written statement is given to that extent. Once the Service Provider disregards the strict enforcement of any essential term or condition of these Rules it shall not mean that it waives such right or the right to insist on the strict implementation of the given term or condition at a later time.

6.4. The Service Provider and the User shall do their best to settle any disputes emerging between them in an amicable way.

**7. Data Protection**

Statement and data management manual issued by “Bátor Tábor” is available at:

http://batortabor.hu/en/disclaimer

Budapest, 02 November 2015