



AJKC DIGITAL

GENERAL TERMS AND CONDITIONS OF CONTRACT

Introduction

The AJKC Digital service (hereinafter referred to as the Service) is aimed at enabling the users and subscribers registered on the website (<https://digitalistudastar.ajtk.hu/en>) (hereinafter referred to as the User) to access, either freely or subject to a subscription, the professional publications, studies, and audio-visual materials prepared by the employees of Antall József Knowledge Centre of Political and Social Sciences Foundation (hereinafter referred to the AJKC) and of its partner institutions.

Users having a subscription may access studies, publications, including electronic books (e-books), or audio-visual materials in electronic format, in addition to the free publications.

The publications, including e-books, studies, and audio-visual materials that may be purchased through the website seek to cover the areas of political and social studies, foreign policy and security policy and the available offering includes *inter alia* the scientific publication entitled “In Focus” which is prepared by AJKC and published three times a year.

After registering on the website, the User may download the publications selected and purchased by them, subject to the following conditions and in pdf format, in case of ebooks, in pdf, epub, and mobi formats.

I. Definitions

The capitalised or uncapitalised notions used under these **T&Cs** shall have the following meaning.

AJKC:

Antall József Knowledge Centre of Political and Social Sciences Foundation

Service Provider’s registered seat: **H-1027 Budapest, Királyfürdő utca 4.**

Registration number: **01-01-0010962**

Court of Registration: **Budapest-Capital Regional Court**

Tax number: **18024681-2-41**

Phone: **+36 20 310 8776**

Email: ajtk@ajtk.hu

Data Processor:

Data Processor shall mean a third party engaged by the Data Controller who shall carry out data processing related tasks on behalf of and under the instructions received from the Data Controller. AJKC provides detailed information about the Data Processors in its Privacy Policy applicable from time to time and which is available on AJKC’s webpages (<https://digitalistudastar.ajtk.hu/en/privacy-policy>).

Data Controller:



AJKC who processes the data of the Users under these T&Cs and in connection with the performance of the agreement to be entered into or in order to conclude new agreements or amendments to the existing agreements.

Administrator:

The person or entity responsible for operating the Website.

Customer Having a Subscription Account: a registered customer who has an active subscription.

Customer Having an Account Without Subscription: a customer who has not had a subscription yet—a registered client who has already registered but does not have a subscription anymore or does not have a subscription yet.

Customer / Client / Subscriber:

A natural or legal person or other entity without legal personality which, based on a registration and/or subscription and order made through AJKC's website, is registered and kept recorded by AJKC under the title of registration, subscription or any other valid legal title.

A Subscriber may also be a person or entity not included in AJKC's records, but having the right of use under any valid legal title, provided that it initiated the registration of its data with AJKC and, in parallel, confirmed its right of use within 15 days from becoming aware of the lack of registration.

Subscription or Subscription Period:

The period in respect of which the fee has been paid in advance based on the relevant invoice.

Subscription Package:

A publication package compiled individually by AJKC and which is displayed and accessible on AJKC's website or at the price, in the formats and with the frequency indicated in the price quote sent out by AJKC. The prices indicated in respect of the Subscription Package shall only be valid for the purchase of the full publication package, whilst the items included in the package may be purchased one by one at the prices indicated on AJKC's website. The Subscription Package may also include products that are not parts of AJKC's own products. AJKC will always indicate such products on the Subscription invoice at a price corresponding to the procurement cost of the same.

Subscription Fee:

The fee to be paid to AJKC in consideration for the use of the Service and which shall be paid by transfer to AJKC's bank account.

Missing Licence:

A warning message displayed to the registered User during the use of the website when it clicks on contents that are not available to such user under the Subscription Agreement and which is logged by AJKC.



Trade Secret:

All facts, information, other data which are relating to AJKC's business and other activities, are not in the public domain or not easily accessible to persons performing the activities concerned, and any compilation of such facts, information and other data, the acquisition, exploitation, disclosure or publication of which would prejudice or jeopardise the right holder's lawful financial, business or market interests provided that such right holder is not liable for the failure to keep such secret. Trade Secrets shall mean, in particular, all information, data and documents that are stored on any data carrier and are non-public or not intended to be disclosed to the public, and which are disclosed by the parties to each other or are learned by them during the performance of their agreement. Such Trade Secrets include, in particular, the information, data and documents relating to the parties' operation, activities, management and individual contract terms used by them (e.g. discounts), as well as information, data and documents relating to their customers and each other's lists of customers. Trade secrets may be published or disclosed to any third parties only subject to the other party's express, prior and written consent. Any technical, business or organisational knowledge, experience or the compilation thereof, which are recorded in a manner permitting identification and represent a material value (for the purposes of this act: protected knowledge) shall be protected in the same manner as trade secrets if they are obtained, exploited, disclosed to others or published in violation of the principle of good faith and fairness.

II. Agreement to the General Terms and Conditions of Contract

1. If, during the registration or purchase and subscription process (in both cases), the User wishes to avail of the services offered by the website, he or she shall accept these General Terms and Conditions of Contract (hereinafter referred to as the T&Cs) by ticking the relevant box on the form to be completed during registration and subscription. By accepting these T&Cs, an agreement in accordance with these T&Cs is entered into by and between AJKC as website operator and the User.
2. If the User refuses to accept these T&Cs, he cannot use the website services which are subject to registration or subscription. He is not permitted to register or to submit any orders.

III. Conclusion of the Agreement

1. The parties enter into the registration agreement by User registration and confirmation of such registration by AJKC.
2. The studies, publications, including ebooks, and audio-visual materials available on AJKC's website may be purchased subject to fee payment through electronic submission of a registration and order, in the manner set out in these T&Cs.
3. The parties enter into an agreement on subscription, that is the purchase of publications, studies and audio-visual materials through the confirmation of the relevant order or subscription by AJKC.



4. AJKC declares and the User agrees expressly that where any laws or these T&Cs do not provide for paper-based written communication between the Parties, they accept email messages as written communication.
5. The conclusion of the agreements is confirmed by the automatically saved registration data and the invoices issued which shall be retained by User by the expiry of the deadlines set out in the accounting and taxation laws.
6. The completed registration, order and subscription forms are stored by AJKC electronically on a password-protected interface and may be accessed only by the Administrator and the given User.
7. The User shall be liable for the accurateness, actuality and truth of the data provided during registration and subscription. AJKC excludes any kind of liability arising in connection with the incorrectness of such data, typos, or the provision of false data.

IV. Professional Operator and Web Developer

1. The online website <https://digitalistudastar.ajtk.hu/en> is operated by AJKC.
2. The online website <https://digitalistudastar.ajtk.hu/en> is developed and operated by WP Online Magyarország Kft.
Company name: WP Online Magyarország Kft.
Registered seat: H-1094 Budapest, Balázs Béla utca 15-21. D. ház. 2. em. 4.
Company registration number: 01-09-967529
Court of Registration: Budapest-Capital Regional Court as Court of Registration
Tax number: 23480403-2-43

V. Use of the Service, Subscription and Registration Process

1. Registration
 - 1.1. The User may register on the webpage <https://digitalistudastar.ajtk.hu/en>. The users registered on the website may view and download all free publications and studies available on the website.
 - 1.2. Data to be supplied during the registration:
 - Title (mandatory)
 - First name (mandatory)
 - Surname (mandatory)
 - Date of birth (optional)
 - Email address (mandatory)
 - Institution (mandatory)
 - Position (mandatory)
 - Password
2. Subscription, Purchase Order



- 2.1. The order is subject to registration. Once you have placed the product in the basket, the system will offer the possibility of registration or log-in in case of registered Users.
- 2.2. AJKC will send a confirmation about the product ordered to the User's registered email address.
- 2.3. In case of order, the validity of the order is subject to registration through the website and the supply of the personal data and invoice data necessary for the lawful order. Data to be supplied during the submission of the order and the subscription:
Personal data:
 - Name (mandatory)
 - Email address (mandatory)
 - Phone number (optional)
 - Address (City, Street, House number, ZIP code) (mandatory)Invoicing details:
 - Invoicing name/company name (mandatory)
 - Invoicing address (mandatory)
 - Tax number (in case of companies, mandatory)
- 2.4. Orders may be submitted electronically. Electronic orders may be submitted on the Internet page digitalistudastar.ajtk.hu. No orders submitted by phone, fax, email or in letter are accepted by AJKC.
- 2.5. Orders constitute agreements concluded through the Internet, but not signed (written). The content of such agreements is archived by AJKC and may be accessed and retrieved later. The language of the agreement is Hungarian.
- 2.6. The product shall become available to the customer and User right after submission and payment of the order. The User may download the product or publication ordered immediately after the transfer or payment by bank card and the crediting of the purchase price in favour of AJKC which AJKC shall notify by email.
- 2.7. The publications purchased are available only electronically, in pdf format, and in case of ebooks, in pdf, epub, and mobi formats, which may be accessed by the User on his interface at any time and downloaded by him without limitation during the existence of this registered account.
- 2.8. Any events during which the customer clicks on the download button shall constitute a download from AJKC, regardless of whether the User saved or deleted the product subsequently.
- 2.9. The right to withdrawal from the orders submitted may be exercised only before downloading the magazine or publication. The occurrence of a download shall be governed by the provisions set out in this Clause above.

- 2.10. AJKC shall do everything so that the data displayed on its pages (product price, availability, description, etc.) always correspond to the real situation.

VI. Fee Payment

1. AJKC shall publish the Service fee applicable from time to time on its website (digitalistudastar.ajtk.hu). Based on such price, the User shall be obliged to fee payment subject to an invoice issued by AJKC and sent electronically to the email address supplied by the User.
2. The fee shall be paid by the User regardless of who is the actual user of the Service.
3. Following the financial settlement of the invoice, AJKC shall make the service available to the User in accordance with Subclause V.2. According to section 58(1) of Act 127 of 2007 on value-added taxation, AJKC considers the invoice payment date to be the delivery date as the date of settlement between the parties.
4. The consideration due for the products may be settled by means of bank card or transfer to AJKC's bank account, indicating the identifier containing the purchase code, or via PayPal. The sale prices indicated by AJKC shall be in Hungarian forints (HUF), soon also in euro (EUR), including the value-added tax applicable from time to time. The product price shall always be the price indicated at the website on the order date.

VII. Other Provisions

1. AJKC shall not collect any data permitting individual identification of the visitors occasionally visiting the website. The Service Provider collects data not permitting individual identification only for statistical purposes and publish them in an aggregated form. AJKC's system may collect data on User activity, which cannot be connected to the other data supplied by the Users at the time of registration or any data generated by using other Internet pages or services.
2. AJKC shall be entitled to send newsletters or other marketing letters to the User if the latter gave its prior, express, clear and voluntary consent to that effect upon registration, by supplying the relevant data. AJKC shall not be obliged to verify the truth and correctness of the data supplied by the User upon registration or otherwise upon giving its consent.
3. The User shall be entitled to withdraw its voluntary consent mentioned in Subclause VII.2 above at any time. In such case, AJKC shall not send any further newsletters or other marketing letters following the withdrawal and it shall delete the User's data from the data of Users subscribed to the newsletter.
4. Licence, copyrights
 - 4.1. All rights reserved. The publications and studies indicated on this webpage and other interfaces are proprietary to AJKC, that is the Service Provider.



- 4.2. The Service Provider grants a non-exclusive license for the use of such electronic studies and publications for a definite or indefinite period, in accordance with these T&Cs and, at the same time, it reserves all of its rights. By downloading, the User shall acquire a right of use over the magazine, publication, ebooks, or audio-visual material subject to the following restrictions. The User may use the product only for his own purposes and on his own e-book reader or other device suitable for reading similar documents (for example Pcs, tablets, mobile phones, e-book readers; hereinafter referred to as device) provided that the natural person User (a natural person who purchases the product for his own use) may use the products on its own devices in an unlimited number, but it may use such product only on one device at the same time, while the other Users may download and use the product to only one of its own devices. Each downloaded ebook is given a unique id by the Service Provider in order for it to be able to identify the copy of the ebook and the User downloading it.
- 4.3. Such studies and publications may only be used subject to the right of order under these T&Cs. Such use shall be unlawful where it exceeds the right set out in the order or these T&Cs.
- 4.4. Only one user may access the Service. The Service shall not be used in parallel on more than one device and shared by more than one user.
- 4.5. AJKC reserves all other rights of use, exploitation, material, property and publication rights.
- 4.6. AJKC's publications, studies and all content made available through the website shall be protected by copyright and the international right protection agreements, as well as other laws and agreements on intellectual properties. The lawful use covers the publications and studies published on the website specified in these T&Cs and the parts thereof shall not be separated for use in more than one computer.
- 4.7. No studies, publications or audio-visual materials published on AJKC's website must, either entirely or partly, be reproduced, presented to the public, published either fully or in part, or uploaded to file sharing webpages, in any form or by any means – electronically, through photographs or in any other manner – without the Service Provider's prior written permission or consent.
- 4.8. The publications, studies and audio-visual materials of AJKC must not be:
- used by third persons,
 - borrowed, let or leased,
 - exploited further in any other manner,
 - copied, otherwise reproduced/multiplied,
 - used in a manner that prejudices other persons' intellectual properties or rights.



- 4.9. If the User uses, reproduces the Service unlawfully, makes it available either in part or fully to third parties, uses it further or in any manner diverging from this agreement, it shall be subject to the payment of damages.
- 4.10. In case of copying, revision, unlawful use, uploading to a file sharing platform, any kind of abuse, further sale or similar products or services created on the basis of the product, public presentation, partial or full publication, the person infringing the law or contributing to such infringement directly or indirectly shall be liable for the payment of damages.
5. Reservation of Right
AJKC reserves its right to amend the studies, publications and audio-visual materials published on the website in any manner. AJKC reserves its right to change the prices.
6. Exclusion of Liability
The AJKC excludes its liability for any damage arising from the unprofessional or unlawful use of the publication, study, audio-visual material or electronic book covered by the Service. The publications, studies, audio-visual materials and the content thereof should not be considered as a customised advice.
7. Data Protection
The Service Provider processes the personal data obtained by it confidentially and uses them only for the purposes specified in the Privacy Policy published on the website (<https://digitalistudastar.ajtk.hu/en/privacy-policy>). In processing such data, the Service Provider shall always follow the data protection laws applicable from time to time.
In case of payment by bank card, by paying for the services in this way, the user gives its consent to the transfer of personal data to OTP Mobil Kft. as data processor:
“I acknowledge that my personal data stored in the user database of digitalistudastar.ajtk.hu by Antall József Knowledge Centre of Political and Social Sciences Foundation (registered seat: H-1027 Budapest, Királyfürdő utca) as data controller will be transferred to OTP Mobil Kft. (1143 Budapest, Hungária körút 17-19) as data processor. The data transferred by the data controller shall cover the following: [Name, email address, telephone number, billing address data].
The nature and purpose of the data processing activity carried out by the data processor can be viewed in the SimplePay Privacy Policy at the following link: <http://simplepay.hu/vasarlo-aff>”
8. Complaints are handled in writing or over the phone, on the digitalistudastar@ajtk.hu or at the customer service operated at the Service Provider’s website, by calling +36 (20) 310 8776 between 9am and 5:30pm on workdays.
9. The Privacy Policy available at AJKC’s website and applicable from time to time shall constitute an inseparable part of these T&Cs.
10. The provisions of these T&Cs shall be effective from 13 January 2022.