

**GENERAL TERMS AND CONDITIONS**  
on the use of the Continental Literary Magazine website

*Effective date: 1<sup>st</sup> of November, 2021*

**General information**

1. The operator of the Website and the provider of the Services is Petőfi Kulturális Ügynökség Nonprofit Private Limited Company.
2. Public company data of Petőfi Kulturális Ügynökség Nonprofit Ltd.:

registered seat:	H-1117 Budapest, Garda u. 2., Hungary
place of business:	H-1117 Budapest, Garda u. 2., Hungary
postal address:	H-1509 Budapest, Pf. 32., Hungary
company registration number:	01-10-141338
tax ID number:	29229158-2-43
bank account number:	HU78 1000 4012 0035 9775 0000 0000
e-mail:	judit.bokodi-nagy@petofiugynokseg.hu
telephone number:	+36 30 490 3929

**Definitions**

3. For the purposes of the present GTC and all individual agreements governed by it, the below terms shall be understood to mean the following:
  - a) **Website:** the content available at <https://www.continentalmagazine.com>
  - b) **User:** Private person or legal entity who uses the Website or the Services, and has agreed to be bound by the present GTC;
  - c) **Service Provider:** Petőfi Kulturális Ügynökség Nonprofit Ltd.;
  - d) **Services:** the magazine sales and distribution services offered by Service Provider via the Website
  - e) **Magazine:** the Continental Literary Magazine, a literary magazine issued and distributed by the Service Provider;
  - f) **GTC:** the present General Terms and Conditions;
  - g) **Purchase order:** the individual agreement made by User and Service Provider regarding Magazine sales, governed by the present GTC;
  - h) **Shipping address:** the address provided by User, to which User requests their order to be delivered by way of a third-party shipping provider;
  - i) **Billing address:** the address provided by User, to which User requests the invoice to be made out to regarding their order.

**Acceptance of the GTC**

4. At the end of any purchase order regarding the Magazine, the Users affirm and declare acceptance of the GTC and the privacy policy with a final "click", by which Users agree to be bound by the present GTC and the privacy policy.
5. Users expressly grant consent by the acceptance of this GTC to Service Provider to manage their personal data given during the completion of the purchase order for the purpose, to the extent, in the manner as stipulated in the present GTC.

6. The User acknowledges that they are only entitled to use Website or the Services if they agreed to abide by the present GTC.
7. The User acknowledges that the scope of the services and processes available and functioning through the Website as well as that which of these Services and processes are available via the Website is subject to the sole discretion and unilateral decision of the Service Provider.

### **Process of sales**

8. All purchases made on the Website may only be made online, by electronic means. The telecommunications service provider of the device being used in carry out purchases (mobile phone, telephone, computer with internet connection, tablet, etc.) may charge a fee based on the User's individual subscription or other contract as an offset of the internet, mobile, or other electronic connection or special payment method (e.g.: mobile payment).
9. Purchases are not tied to any registration on part of the Users; however, Users are required to provide the information required on the applicable form, as these data are necessary for the conclusion of the purchase agreement made under the present GTC by User and Service Provider. The personal data given during the registration are not public and are not available to third persons. Without the completion of all required fields, purchase orders may not be finalised and filed.
10. The Service Provider hereby excludes their liability for any damages arisen from User providing misleading, wrong, or false data or e-mail address during the completion of the purchase order, at the same time the Service Provider is entitled to claim the compensation of any damages arising from such activity of the User. The Service Provider is entitled to cancel or disregard data obviously wrong or false, and in case of doubt the Service Provider is entitled to control the factuality of data.
11. In the event that the Service Provider becomes aware that the User provides data of other or non-existing person or unreal or false data during the completion of the purchase order which infringes the present GTC, third persons' rights or the law, the Service Provider is entitled to terminate the agreement concluded with the User with immediate effect.
12. The User acknowledges that persons under 16 years of age shall not use the Website or the Services, shall not file any purchase orders and shall not enter into a contract according to the present GTC. The User is obliged to give a true and factual answer to the age validating question during the completion of the purchase order. The Service Provider is entitled to cancel any purchase order if the User provides any false data regarding age.
13. In case of legal entities acting as Users, only persons legally authorised to act as signatories of said legal entities are allowed to place any purchase orders.
14. Users accept that by clicking the button finalising their purchase order, they enter into a legally binding agreement with the Service Provider, per which Users are required to pay the pertaining fee, and per which Service Provider is required to conclude the Services nominated on the purchase order.
15. Service Provider reserves the right to change the prices of the items offered for purchasing via the Website, with any amendments or changes entering into effect by having been displayed on the Website. Any changes in price shall not affect any purchase orders that have been completed by the time the changes enter into effect.

16. Should any obvious errors emerge regarding pricing (e. g. 0 USD prices), with purchase orders being completed per these erroneous prices, Service Provider shall not be required to observe these purchase orders made per the erroneous prices.
17. After having placed a purchase order, Users are not entitled to make any changes or amendments thereto, therefore, Users are advised to review their orders before finalising them.
18. Upon receiving a purchase order, Service Provider shall send Users a confirmation email regarding the details of the purchase order. Users shall review the confirmation email, and should they find that any data was provided erroneously, Users shall immediately notify Service Provider thereof by way of an email sent to the email address of Service Provider.
19. In case of physical copies, all shipping is handled by third party shipping providers, with the applicable shipping rates being subject to the sole discretion of the shipping providers. Service Provider neither bears nor accepts any liability for any matters regarding the pricing or other terms of the shipping provider.

### **Payments**

20. As conclusion of the agreement made between User and Service Provider pursuant to the purchase order filed by User, User is required to pay the price of the chosen Service as is specified on the purchase order, this is a precondition of the rendering of any Services by Service Provider.
21. Any and all payments regarding the Services may only be made either by card payments via the online interface provided by a third-party payment provider (SimplePay, OTP Mobil Ltd.), or via PayPal.
22. Service Provider handles no banking or payment information, upon payment, Users are redirected to the payment provider's platform, on which they may conclude their monetary transaction, with them being redirected to the Website upon completion of payment. Service Provider does not receive any financial information from the payment provider, only a confirmation/denial message is sent by the payment provider to Service Provider. Service Provider neither bears nor accepts any liability for the process of payment.
23. Following successful payment, Users are provided with the invoice pertaining to their transaction, and either with the digital copy of the magazine (or in case of subscriptions, the digital copy of the issue current at the time of the purchase, with later issues following suit), or with the shipping information pertaining to the delivery of the physical issue of the magazine (or in case of subscriptions, the physical copy of the issue current at the time of the purchase, with later issues following suit).
24. The invoice issued on behalf of Service Provider shall contain all necessary information regarding the transaction having been completed, e. g. the name and billing address of the User, the nomination of the Services and the amount paid. Service Provider informs Users that only electronic invoices shall be issued per the present GTC, to which Users hereby consent.
25. Service Provider hereby notifies Users that invoicing shall be conducted by a third-party company (szamlazz.hu, KBOSS Ltd.) on behalf of Service Provider.

### **Contractual completion of purchase orders**

26. Regarding the Services offered by Service Provider on the Website, the individual Services shall be deemed completed per the following conditions:

- a. **In case of digital copies being purchased:** Service Provider shall have performed contractually by providing User with the means to download a digital instance of the Magazine issue that is specified on the purchase order. Users shall be responsible for maintaining the capacity to download and to open the provided file, Service Provider neither bears nor accepts any liability for the Users or Users' systems being able to open, view, download or save the provided file, which is provided in an industry standard format.
  - b. **In case of physical copies being purchased:** Service Provider shall have performed contractually by handing over the purchased copy to the shipping provider for shipping to the shipping address provided by User, and by providing User with the shipping information pertaining to the specific purchase order. Service Provider neither bears nor accepts any liability for the conduct of the shipping provider, Users acknowledge that any shipping disputes, delays, or faults are to be handled with the shipping provider directly.
27. In case of subscriptions being placed by Users, the provisions of the above point shall repeatedly pertain to each issue being published.

### **Consumer notices**

28. Service Provider informs natural person Users acting outside of their business activities' scope (consumers) that in case of subscriptions, Users are afforded as a consumer the right of 14 days' cancellation and termination without justification according to Article 20 b) and Article 29 (1) j) of the Decree Nr 45 of 2014 (II.26.) on the detailed rules of the contracts concluded between consumer and company. Single-instance purchases are exempt from this consumer right pursuant to Article 29 (1) j) of the Decree Nr 45 of 2014 (II.26.).
29. The consumer User shall exercise the right of cancellation and termination either by means of a letter or an email sent either to the address or the email address of the Service Provider defined in the present GTC. The right of cancellation or termination is considered as having been exercised within the deadline if the User sent it within the deadline described in the previous paragraph. The burden of proof shall lie with the User to prove that they exercised their right of cancellation or termination in accordance with the provisions of the present paragraph.
30. In case of the exercising of the right of cancellation by the User, the Service Provider refunds all consideration paid by the User without delay but not later than within 14 days from the receipt of User's notice. In the course of the refund, the Service Provider opts for a payment method identical with the payment method of the original transaction, except if the User gives their expressed consent to the application of another payment method, which shall not incur any additional charge for the User.
31. In case of the exercise of the right of termination, the Service Provider is entitled to offset the service provided until the date of termination, and the User shall be refunded the part of the offset fee which exceeds the value of the actual service provided. In course of the settlement, the amount payable proportionally by the User shall be calculated on the basis of the total amount of the consideration increased by tax. If the User proves that the total amount is extravagant, the proportional amount shall be calculated on the basis of the market-value of the service performed until the date of the termination of the contract. In course of the definition of the market-value, identical services of the companies exercising the same activity shall be taken into account regarding the offset, applicable at the date of the conclusion of the contract.
32. Where the Service Provider does not have any costs arisen from the exercise of the right of cancellation or termination after the commencement of the performance of the contract, the User is not obliged to refund such reasonable costs.

## **Complaints regarding the Services**

33. Users having any complaints may turn to the Service Provider, who shall make every endeavour to bring the infringement to an end and to provide the remedy thereof. The Service Provider and the User shall settle their disputes primarily out-of-court by conciliation. If the conciliation does not lead to an acceptable outcome the User may apply to an authority, court, or conciliation body per the applicable laws and the present GTC.
34. The conciliation body has competence in out-of-court settlement of disputes between the consumer and the Service Provider in connection with the quality of the Services and the conclusion and performance of the contract between the parties (consumer dispute); to this end, for the sake of the simple, quick, effective and cost-effective enforcement of the consumer's rights, it attempts to create an agreement between the parties in dispute, and if the conciliation fails, it makes a decision in the case. The conciliation body shall provide advice at the request of the consumer or the company in connection with the consumer's rights and obligations.
35. The condition of the initiation of the procedure before the conciliation body is that the consumer directly attempts to settle the dispute with the Service Provider. The procedure of the conciliation body starts at the request of the consumer. The request shall be filed in writing to the president of the conciliation body. The conciliation body having competence on the basis of the seat of the Service Provider: Conciliation Body of Budapest, H-1016 Budapest Krisztina krt. 99., Hungary, postal address: H-1253 Budapest POB: 10.
36. In accordance with Article 14 of the EU Regulation No. 524/2013 the Service Provider hereby informs the User that they are entitled to initiate the dispute resolution with the Service Provider on the online dispute resolution platform available online under the following URL:  
<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=HU>
37. In case of submitting a written complaint to the Service Provider, the Service Provider shall examine the complaint within 30 days, and shall provide the User with a written response on the merits of their complaint. If the Service Provider refuses the complaint, they are obliged to provide reasoning. Complaints are kept in records for a duration of five years.

## **Use of the Website**

38. Any and all visual, written, or other content found on the Website, as well as the structuring and layout thereof, moreover the trademarks, logos, characters, service marks, as well as any and all intellectual property displayed on the Website is protected by copyright, trademark law and other intellectual property legislation, which are the exclusive property of the Service Provider.
39. The User is entitled to browse the Website and to make private usage excerpts of its contents by way of printing or saving to hard drive. This entitlement is subject to the condition that User leaves the copyright and other legal proprietary notices intact, and that User leaves Service Provider displayed on the excerpts as the legal proprietor thereof. The contents of the Website may not be used in any way, means or form that exceeds the fair use criteria set out in Act LXXVI of 1999 on copyright, and User shall comply with the regulations of the copyright act at all times when browsing or using the Website.
40. Any excerpts or copies of any part of the Website are prohibited from being sold or used for commercial purposes, said excerpts or copies may not be modified, and may not be used or adapted in any other works, publications, or websites.
41. Under no circumstances may contents of the Website be construed or interpreted in such a way that would mean the granting of a licence or a permission of use to anyone regarding the trademarks or copyright protected works displayed on the Website. User is expressly prohibited

from (unlawfully) using the trademarks displayed on the Website or on any of the contents available on the Website, with exceptions set out in the present terms and conditions. We inform the Users moreover, that Service Provider shall enforce its intellectual property rights to the fullest possible extent of the law.

42. Service Provider makes every reasonable effort to ensure the correctness, completeness and actuality of the data found on the Website but accepts no liability for any damage whatsoever that may occur due to or be attributable to any incorrect, incomplete, or out of date information or data. User may refer to the data and material on the Website at their own risk. User accepts that the following of any changes occurring to the materials, data, and information on the Website shall be their responsibility.
43. The information, data and conditions displayed on the Website serve exclusively as general information, Service Provider accepts no liability for any damage or expense whatsoever that may occur due to or be attributable to these being incorrect or incomplete. Service Provider shall not be liable for any damages, losses or expenses that result from the use of the Website, the unavailability of the Website, the malfunction or service disruption thereof, nor from any unauthorised alterations of the data thereon, nor from any lateness of information being forwarded, from computer viruses, line- or system failures or any other similar reasons.

#### **Limitation of liability**

44. User shall use the Website at their own, sole risk.
45. The present Website is provided by Service Provider “As Is” and “As Available”, accordingly, Service Provider accepts no warranty – be it express, implied, based on legislation or otherwise (e. g. warranties on marketability, quality or suitability for a given purpose) – for the completeness, correctness, reliability, up-to-date nature, legal compliance of the Website, for any disruptions in availability, for any faults, errors or viruses, nor for the correctness or reliability of any advice or opinions stated on the Website. Service Provider expressly waives any responsibility or connection for any such warranties or remarks.
46. Service Provider reserves the right to restrict, suspend or deny access to the present Website or any part or function thereof at any time of their choosing without any prior notice being provided.
47. Service Provider and/or any third parties involved in the design, production or the making available of the present Website expressly reject any liability to the fullest possible extent allowed by applicable law regarding any direct, consequential, indirect, special or punitive damages, expenses, losses or obligations that may emerge in connection to the access to the Website or any other websites visited by way of a link found on the Website, or from the usage or the unavailability thereof, or from any changes to their contents, nor for any actions having been taken or not taken per any electronic mail sent by the User to Service Provider.
48. Service Provider and/or any third parties involved in the design, production or the making available of the present Website are under no obligation to uphold or to maintain the material and services provided on the website, nor to conduct any fixes, actualisation or updates thereon. Contents on the Website are subject to change without prior notice.
49. Service Provider accepts no liability for any damages or losses that may emerge in relation to usage of or access to the Website, nor from any material being downloaded from the Website resulting in the User’s computer or any other persons’ property being infected by any computer viruses. Users shall download any and all material from the Website at their own sole risk.

### **Amendment of the GTC**

50. The Service Provider is entitled to modify the present GTC by their sole discretion, unilaterally. The reason of the modification can be in particular but not limited to:
- a) fundamental change in the circumstances of the Service Provider;
  - b) essential change of technology;
  - c) change of law;
  - d) reason in connection with the Service Provider's operation, business interests, technological or technical possibilities, economy or circumstances influencing the services.
51. The Service Provider shall publish the modified, consolidated text of the GTC on the Website in a well observable place, on the first page of the Website or in a directly accessible way from the Website, in a storable, displayable, printable form. The modification of the GTC takes effect on the 8<sup>th</sup> day after the publication and the modification of the GTC shall apply to every agreement concluded after or before the effective date of the modification of the GTC.

### **Expiration and termination of the agreement**

52. The Parties conclude the agreement under the present GTC for an indefinite period.
53. The Service Provider is entitled to terminate the agreement concluded with the User under the present GTC in writing, without any justification, within 15 days by sending a termination notice.
54. The User is entitled to terminate their agreement concluded with the Service Provider under the present GTC in writing, without any justification, within 15 days by sending a termination notice.
55. The Service Provider is entitled to terminate his agreement concluded with the User in writing, with immediate effect:
- a) if the User exceeds the license granted under the present GTC;
  - b) if the User seriously breaches the provisions of the present GTC.
56. The Parties are entitled to terminate the agreement under the present GTC by their mutual consent in writing at any time.

### **Miscellaneous provisions**

57. The Parties shall disclose their notices to each other in writing. The notice shall be deemed as a written notice if it is delivered by post or electronically, if the electronic letter is sent from the electronic address of the Parties determined in the agreement created per the purchase order.
58. Should any provision of the present GTC become void, this provision shall not affect any other provisions of the GTC.
59. The present GTC is governed by the laws of Hungary, the Hungarian authorities and courts have exclusive jurisdiction to judge any legal dispute arising from the present agreement.