

**Terms & Conditions**  
for the use of  
**AmCham Hungary's Website**

The [www.amcham.hu](http://www.amcham.hu) website ("Site") is made available by the American Chamber of Commerce in Hungary ("AmCham"). All content provided on or through this Site may be used only under the Terms and Conditions stated below

**USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF USE ESTABLISHED BY THE CHAMBER**

When you access information provided on the Site, you acknowledge your agreement to these Terms and Conditions. References to "you" or "your" refer to you as an individual as well as in any representative capacity you may have.

**1. SERVICES PROVIDED**

The Site provides information of importance to the business community. AmCham may, as a service to its members, allow third parties to promote their services and/or products through the Site. The provision of such products and services is governed by the terms of use established by such third parties, and the AmCham assumes no responsibility either directly or indirectly for the provision of products or services by such third parties.

**2. PROPERTY RIGHTS ON THE SITE AND IN USER-SUBMITTED DATA**

Property Rights on the Site

(a) Subject to these Terms and Conditions the AmCham hereby grants to you, the right to access and use the Site for your own use. In your use of the Site you agree not to remove any copyright or other notices contained therein. Except as expressly authorized herein, you may not use, copy, reproduce, transmit, translate, offer for sale, sell, display, perform, distribute, publish, broadcast, circulate, modify, create derivative works of, disseminate, or commercially exploit the Site without the written consent of AmCham. You also agree not to use the Site for any unlawful purpose.

(b) The Site is the property of AmCham and is protected by applicable copyright, patent, trademark or other intellectual property law. AmCham retains its title, ownership rights, and intellectual property rights in and to the site. You agree to abide by any copyright notice or other restriction contained in any individual information, software, or other material accessible through the Site.

(c) AmCham makes no express representation or warranty with respect to such site, disclaims all implied warranties (including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement), disclaims responsibility for, and

assumes no liability regarding, any information, services, software, or goods available, advertised, sold, or found on any other website not under the Chamber's control (including, without limitation, websites linked to the site) or, without limiting the generality of the foregoing, the quality, safety, accuracy, availability, decency, or suitability of such information, services, software, or goods.

(d) Transmission or use of any material in violation of these Terms and Conditions - or any applicable law, rule or regulation (whether in Hungary or other countries) - or the rights of any third party is prohibited. This includes, but is not limited to, copyrighted material, material which is defamatory, threatening, obscene, lewd and indecent, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.

## 2.2 Property Rights in User Submitted Data

Data, information or other content uploaded directly to, or provided to AmCham to place on, the Site by you ("User Submitted Data") shall be and remain your property (as between you and AmCham). All other information gathered or provided by AmCham (including, without limitation usage information and analysis based on User Submitted Data) shall be and remain the property of AmCham ("Site Use Data"). AmCham will retain possession of, and make use of, copies of the User Submitted Data and Site Use Data for the purpose of performing the Services and otherwise meeting the AmCham's obligations and responsibilities under the Agreement. Subject to GDPR regulation, and the Privacy Policy, AmCham's use of the User Submitted Data and Site Use Data may include the display, parsing, modification, reproduction, copying, transmission, translation, performance, publication, broadcast, preparation of derivative works or dissemination thereof, internally by AmCham, and to third parties with whom AmCham does business for advertisement, market research and other commercial purposes. You grant to AmCham all necessary rights and releases required for AmCham to perform the services and the activities described on the Site.

## 3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

3.1 The site is provided "as is." neither the chamber nor any of its licensors or suppliers make any warranty, guarantee or representation of any kind (including, without limitation, that access to, or use of, the site will be uninterrupted, complete, accurate or error free). in addition, the accuracy, completeness, or timeliness of the information itself is not warranted or guaranteed. your use of the services and the information accessed on or through the site is entirely at your own risk and it is your sole responsibility to evaluate accuracy and completeness and the Chamber and its licensors and suppliers hereby expressly disclaim all express and implied warranties, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and noninfringement.

3.2 You understand that AmCham does not guarantee that it will continue to make the site available to you, whether by the same methods currently used or otherwise. AmCham may discontinue providing the site to you at any time. You agree not to hold AmCham liable for any damages arising from a discontinuation or modification of all or part of the site.

3.3 To the maximum extent permitted by law, in no event and under no legal theory (contract,

warranty, tort or otherwise) will AmCham or its licensors or suppliers be liable for any direct, indirect, special, incidental, punitive, exemplary, consequential or other damages incurred by you and in any way arising out of or related in any way to these terms and conditions (including, without limitation, your use of, or inability to use, the site or any damages you may incur in connection with any decision made, action, or inaction, taken by you or any other party, in reliance upon the information or for the reliability, accuracy, completeness or timeliness thereof, or for any delays or errors in the transmission or delivery of any part of the information or services), even if advised of such damages. In addition to and without limiting the foregoing, the chamber shall not be liable for any harm caused by the transmission, through the site of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the site or any of your software, hardware, data or property.

#### **4. YOUR INFORMATION**

4.1 You hereby represent and warrant that any information you have provided to gain access to the Site is true and accurate to the best of your knowledge; and that you have read and agree to the terms of our Privacy Policy.

#### **5. CONFIDENTIALITY**

AmCham agrees to protect and maintain the confidentiality of User Submitted Data in accordance with the policies, methods, and procedures set forth in the privacy statements and security policies on the Site.

The treatment of your personal data is fully in accordance with all the applicable laws, thus especially Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“General Data Protection Regulation” or “GDPR”). We use information purposely, for analyzing the operation of the Website or to comply with the rules on providing data. We do not use any of your personal data for commercial purposes. You are entitled to information on the treatment of your personal data and request deletion or correction that of in accordance with the above legal rules.

#### **6. INDEMNIFICATION**

You agree to indemnify and hold harmless AmCham (and its directors, officers, employees, control persons, suppliers, licensors and agents) from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to: (a) your breach of your agreements, representations and warranties contained in these Terms and Conditions; (b) your use of the Site (i) in violation of these Terms and Conditions, (ii) in violation of any rights of AmCham or any third-party information provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights, or (iii) in violation of any applicable law, rule or regulation; or (iv) information or materials you upload or post to the Site.

#### **7. GENERAL**

7.1 Notices given by AmCham to you will be given by telephone, e-mail, or by a general posting on [www.amcham.hu](http://www.amcham.hu), or by conventional mail. In any matter requiring AmCham's prior consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of AmCham. Notices given by you to AmCham may be sent to [info@amcham.hu](mailto:info@amcham.hu) or by conventional mail addressed to the American Chamber of Commerce in Hungary. (1051 Budapest, Szent István tér 11.)

9.2 Except as herein provided, no waiver, modification, or amendment of any provision of these Terms and Conditions shall be effective against AmCham unless the same is in writing and signed by an authorized official of AmCham. AmCham may modify these terms and conditions at any time upon written notice or posting to the Site. You agree that if you access and or use the Site after notification of changes in these Terms and Conditions, you will be bound by all such changes.

## 10. ONLINE PAYMENT

Payment by credit card is made possible through Barion's Smart Gateway. When paying with a card, you **will be redirected to Barion's payment site**, which means that the transaction itself takes place on a site operated by Barion in accordance with the requirements and security regulations of international card companies, rather than at our online store. We will thus be unable to access or otherwise acquire your card details or data of the pertaining bank account, in any form.

Be sure to have your card ready. In order to complete your payment, you will need the following information:

- **Card Number** (A 13 to 19-digit number embossed or printed on the front of your card.)
- **Expiration Date** (A date in mm/yy format, embossed or printed on the front of your card.)
- **Card Verification Code** (The last 3 digits in the signature area on the back of the card [CVV2 or CVC2]. If your card does not carry a Verification Code, you will need to leave the pertaining field on the payment site blank.)

**OR**

- **Your Username for your registered Barion account**
- **Your Password for your registered Barion account**

For more information, please visit: [https://docs.barion.com/Responsive\\_web\\_payment](https://docs.barion.com/Responsive_web_payment)

\*\*\*\*\*

THESE TERMS OF USE ARE GOVERNED BY THE LAWS OF HUNGARY AND ANY DISPUTE RELATING TO THESE TERM OS USE SHALL BE SUBMITTED EXCLUSIVELY TO THE CENTRAL COURT OF PEST DISTRICTS OR THE METROPOLITAN COURT IN BUDAPEST, HUNGARY, DEPENDING OF THE VALUE OF THE CASE. IF FOR ANY

REASON A COMPETENT COURT OF ANY JURISDICTION FINDS ANY OF THESE PROVISIONS UNLAWFUL OR UNENFORCEABLE, THE REMAINDER OF THE TERMS OF USE SHALL REMAIN IN FULL FORCE AND EFFECT.