

The Hungarian Archives

Digital Archive of the American Hungarian Library and Historical Society Documenting the Histories of the Hungarian Communities Worldwide

Terms of Service

Dated: May 11, 2020

Welcome to The **Hungarian Archives**

Introduction

Thank you for using The Hungarian Archives or Magyarság Archívum ("MA"), the digital archive of the American Hungarian Library and Historical Society ("Society") platform and the products, services and features we make available to you as part of the platform (collectively, the "Service").

Our Service

The Service is community-based Service that allows you to share, discover, watch, listen and download electronic content including photographs, documents, videos, interviews and other content regarding the life's and stories of those who have Hungarian ancestry, the history of their families, their communities, and organizations with a Hungarian connections.

Applicable Terms

Your use of the Service is subject to these terms, which may be updated from time to time (together, this "Agreement"). Any other links or references provided in these terms are for informational use only and are not part of the Agreement. Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

Who may use the Service?

Any individual who meets the age requirements.

Age Requirements

You must be at least 18 years old to use the Service.

Businesses

If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Your Use of the Service

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The content on the Service includes videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you or a third-party (collectively, "Content"). Content is the responsibility of the person or entity that provides it to the Service. MA is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the general community standards or the law, you can report to us.

Your Information

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use the Service. We will only disclose your name and details provided by you with your explicit consent.

Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. The following restrictions apply to your use of the Service. You are not allowed to:

1. access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from us and, if applicable, the respective rights holders;
2. circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. access the Service using any automated means (such as robots, botnets or scrapers);
4. collect or harvest any information that might identify a person (for example, usernames), unless permitted by that person or allowed under section (3) above;
5. use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
6. misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
7. run contests on or through the Service;
8. use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
9. use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content.

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Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others.

Your Content and Conduct

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You may be able to upload Content to the Service. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement, general community standards, or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content. MA reserves the right to reject or delete any Content submitted to us for any reason and without any explanation.

Rights you Grant

You retain ownership rights to your original Content. However, you grant MA the full ownership rights of the electronic version of the Content uploaded to the MA, and certain other rights to and other users of the Service, as described below.

License to MA

By providing Content to the Service, you grant to MA a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection

with the Service and MA (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

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You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds) for non-commercial use. Users also agree at all times to give credit to MA and the donor, where that information is available and where such Content is used. Please do provide the full credit at all times. For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

Duration of License

The licenses granted by you continue for a commercially reasonable period of time after you remove or delete your Content from the Service. You understand and agree, however, that MA may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted.

Removing Your Content

You may request in writing to remove your Content from the Service. You also have the option to make a copy of your Content before removing it by accessing the Service if it was published. You agree to notify MA if you no longer have the rights required by these terms and MA will remove your Content at the earliest possible time.

Removal of Content By MA

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to MA, our users, or third parties, we may remove or take down that Content in our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for MA or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, MA or our Affiliates.

Copyright Protection

If you believe your copyright has been infringed on the Service, please send us a notice. We respond to notices of alleged copyright infringement as soon as practical. MA's policies provide for the termination, in appropriate circumstances, of repeat infringers' access to the Service.

Account Suspension & Termination

Terminations by You

You may stop using the Service at any time. You also have the option to download a copy of your data first.

Terminations and Suspensions by MA for Cause

MA may suspend or terminate your access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we believe there has been conduct that creates (or could create) liability or harm to any user, other third party, MA or our Affiliates.

Terminations by MA for Service Changes

MA may terminate your access to all or part of the Service if MA believes, in its sole discretion, that provision of the Service to you is no longer viable.

Other Legal Terms

Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND MA DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, MAK ARCHIVUM, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;
5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
6. ANY CONTENT WHETHER SUBMITTED BY A USER OR YOUTUBE, INCLUDING YOUR USE OF CONTENT; AND/OR
7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

MA AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE LESSER OF: (A) THE AMOUNT OF REVENUE THAT MA HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 12 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO MA, OF THE CLAIM; OR (B) USD \$500.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless MA, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by MA. MA has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

About this Agreement

Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. MA will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review them, except that modifications addressing newly available features of the Service or modifications made for legal reasons may be effective immediately without notice. Modifications to this Agreement will only apply going forward. If you do not agree to the modified terms, you should remove any Content you have uploaded and discontinue your use of the Service.

Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue as described under "Duration of License".

Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

Governing Law

All claims arising out of or relating to these terms or the Service will be governed by New York law, except New York's conflict of laws rules, and will be litigated exclusively in the federal or state courts of New York County, New York, USA. You and MA consent to personal jurisdiction in those courts.

Limitation on Legal Action

YOU AND MA AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Effective as of May 11, 2020