



General Terms and Conditions of Contract (GTC)

These GTC contain the general terms and conditions of use of the webstore operated by „*The Big eBook Program Office Ltd.*”, as Service Provider (hereinafter abbreviated to: Service Provider). Please use our services only if you agree with all the provisions hereof and accept them as binding on You. The GTC, as a contract between You (hereinafter referred to as: the Customer) and the Service Provider (hereinafter collectively referred to as: the Parties), will enter into force upon clicking on the "Pay" button on the payment page of the webstore called "*The Big eBook Store*" (hereinafter referred to as: the Webstore) operated by the Service Provider. This document will not be filed, it will be concluded only in electronic form (it will not constitute a written contract), and does not refer to any code of conduct. The GTC can be downloaded directly from the following link:

http://www.thebigebook.eu/thebigebook_en/images/docs/gtc.pdf

Details of the Service Provider

Name of the Service Provider: A Nagy e-Könyv Programiroda Kft. (The Big eBook Program Office Ltd.)

Manager: [Csaba Tápai](#)

Seat of the Service Provider: H-6754 Újszentiván, Boján u. 8., (GPS: 46.182635, 20.176735)

Electronic contact details of the Service Provider (electronic mail address regularly used for liaising with users): [info\(at\)thebigebook\(dot\)eu](mailto:info(at)thebigebook(dot)eu)

Company registration No.: 06-09-015491

Tax No.: 22694706-1-06

Name of the registering authority (registry court): Csongrád County Court

Telephone No. (mobile): +36-30-603-9669

Language of the contract: English

Details of the hosting service provider: 23VNet Kft., 1132 Bp., Victor Hugo u. 18-22., www.net23.hu

Basic provisions

1. Issues not regulated in these GTC, and the interpretation of these GTC shall be governed by the laws of Hungary, in particular the relevant provisions of Act No. V of 2013 on the Civil Code (CC) and Act No. CVIII of 2001 on certain aspects of electronic commerce and information society services. The mandatory provisions of the governing laws shall be applicable to the parties without

special reference.

2. These GTC shall be binding on the Parties, and after entry into force shall be unlimited in time and space. The Service Provider shall be entitled to amend this Contract at any time, it shall be obliged to inform the Customer of the change and to make the latest version available to him/her.

3. The design of the Webstore and all the documents and other information contained therein - collectively referred to as copyright works - are protected by copyright. Any unauthorized use will have legal consequences!

4. After the entry into force of these GTC, the Service Provider shall be obliged to provide the basic services of the Webstore in accordance with the end-use licenses specific to the Products available in the Webstore (see: 1.6) and applicable generally to Customers, and in addition to and in line with these, to act in compliance with the applicable laws.

Rules of data processing

5. The Service Provider shall be obliged to process the data of Customers confidentially, that is unless it is required by provisions of law or requested by the authorities, it shall not disclose to third parties any concrete information suitable for identifying Customers, in particular personal data, information on the purchased items, shopping habits, or fields of interest. The Privacy Policy (P.P.) of the Service Provider is available at the following link (registration No.: Nag635534196522500000):

http://www.thebigbook.eu/thebigbook_en/images/docs/pp.pdf

Available products, services

6. The physical products offered for sale in the Webstore (usually pre-recorded media, e.g. CDs, DVDs, etc.) and the online downloadable contents (e.g. software, films, etc.) - the two types collectively: the Products - are available only online. In the case of physical products online purchase is subject to a quantity limit, that is from a given item maximum 25 pieces can be ordered online in one payment transaction. If the given product is required in a larger quantity, the Service Provider can give a discount, which can be requested by the Customer through direct contact. There is no further quantity limit on the total number of items purchased in one payment transaction.

Physical products (and downloadable contents) cannot be purchased in person - irrespective of the number of copies. The quantities of physical products purchased in several payment transactions cannot be combined to receive a quantity discount. The indicated Product prices are inclusive of VAT at the currently applicable rate, which at present is 0% due to the VAT-exempt status of the Service Provider. On the payment page a price calculator will determine the total gross amount payable, which will include the end user license fees, in the case of physical products the price of the media, and the cost of packaging and postage. The Customer shall not bear any other (e.g. subsequent) cost in addition to the total amount payable.

7. In the Webstore the Service Provider shall provide the name and detailed description of the products, display images (e.g. screen shots, DVD case designs) of the products. The Service Provider shall not be obliged to display the images in good printable quality. The images displayed on the data sheets of the products may slightly differ from the actual products, occasionally intended only as illustrations - in an abstract form.

8. If a promotional price is introduced, the Service Provider shall fully inform the registered users of the Webstore of the duration and details of the promotion.

Ordering/purchasing process

9. Initially the status of a Customer is "Guest" and he/she will remain in that status until he/she logs in to the system of the Webstore after prior registration.

Registration is required only once for shopping, but the Webstore allows Customers to have multiple registrations with two or more e-mail addresses. In case of a forgotten password or username, the Customer can request them to be sent to his/her registered e-mail address. Without logging in - as a Guest - the Webstore will not provide the online payment function, but the cart can be managed. That is until logging in the "My Downloads", "My Purchases" and "My Profile" submenus remain hidden, however, the "My Cart" submenu can be used, that is while surfing through the categories and subcategories, the items added to the cart can be viewed, and can be deleted from the cart ("trash icons").

The categories and subcategories will appear after clicking on the "Store" button. Movement in the graph, structured like a folder tree, is supported by a dynamic routing indicator, by clicking on a given segment thereof one can get back to a previous position.

When the "My Cart" submenu is selected in the "Store" menu, the entire contents of the cart are displayed with itemized payment details and the total amount payable. Here You have the option to go back and add more items to the cart by clicking on the "Continue Shopping" button. Free and/or demonstration versions ("demos") can be "purchased" in the same way as the paid versions available for download - but for HUF 0. If the total amount payable is HUF 0, the transaction takes place without actual payment, and the corresponding file or files become available.

If a logged in Customer closes his/her browser without logging out, the contents of the cart are saved. After turning off and restarting his/her computer, the Customer is recognized as logged in by the system, and he/she can access his/her cart with the previous contents. The contents of the cart are cleared by logging out or by a successful payment transaction ("Pay" button).

10. The Customer can modify, correct his/her registration data at any time. The Service Provider, however, will perform the order according to the current customer data at the time of the purchase, therefore the Customer shall be responsible for the consequences resulting from their deviation from the actual data in all cases, in particular with regard to the undeliverability of mail. The Customer can download contents subject to a license fee from the server of the Service Provider up to 5 times, but this restriction - typically for large file sizes - can be even stricter, which will be indicated for the selected Products in the cart by the Service Provider. If a Customer "uses up" the number of downloads available for a given Product, he/she shall renew the given Product, that is he/she shall pay the license fee again. The Service Provider shall not be obliged to provide access to a given file for the still remaining number of downloads beyond 1 year after the last payment of the license fee. The Service Provider shall be entitled to withdraw any of the Products from sale unilaterally, and thus to make the renewal of the downloadable versions impossible, however, the accessibility of the purchased/renewed contents shall be ensured to the Customers in some other way for the 1-year period. Instead of ensuring access in some other way, the Service Provider can decide to refund to the Customer the last license fee payment in the proportion of the remaining number of downloads.

11. By clicking on the "Pay" button in the "My Cart" submenu, the Customer is redirected by the Webstore to the payment page of the PayPal system, where the Customer can still cancel the payment process and return to the Webstore. Payment cannot be made without logging in or accepting these GTC, available under the "My Cart" submenu (the acceptance of the GTC shall be indicated by ticking the checkbox).

12. Upon a successful payment transaction, the Service Provider shall be obliged to send an

itemized confirmation of the order initiated by the Customer to the registered e-mail address of the Customer. If this confirmation is not received by the Customer - through no fault of the Customer - within a reasonable time depending on the nature of the service, but within 48 hours the latest from making the order at the e-mail address of the Customer, the Customer shall be exempt from the contractual obligations under these GTC. The order and the confirmation thereof shall be deemed to be received by the Parties when they become accessible to the Parties.

Processing and performance of orders

13. Orders will be processed on the day when they become accessible to the Service Provider, or on the next working day.

14. For downloadable contents, upon a successful payment transaction the Service Provider shall ensure downloadability without delay for the number of downloads applicable to the given products, but for maximum 1 year from the payment of the license fee. The activation/installation/validation/registration codes making lawful use possible in practice shall be sent to the registered e-mail address of the Customer within 3 working days from the payment transaction.

In the case of the successful online purchase of physical products, the Service Provider shall be obliged to dispatch the mail to the current address of the customer at the time of purchase within 5 working days from the purchase the latest.

15. If the Service Provider fails to perform its obligation under these GTC because the Product paid by the Customer is not available, it shall be obliged to inform the Customer of this without delay, and to refund the amount paid by the Customer for the given Product without delay, but within 30 days the latest. The performance of this obligation shall not exempt the Service Provider from the other consequences of breach of contract.

Right of withdrawal

16. According to Government Decree No. 45/2014 (II.26.) on the rules governing contracts between consumers and enterprises, Customers shall be entitled to withdraw from a contract without giving any reason and to return the ordered product within 14 days from the receipt of the ordered product, with the exception of CD and DVD discs, and software.

17. In case of an order and payment made by mistake through a fault of the Customer or for any other reason, the Service Provider is unable to refund the purchase price, as the destruction by the Customer of the activation/installation/validation codes sent upon the payment transaction cannot be verified, or can be verified only at an unrealistically high cost by the Service Provider. In obvious and easy-to-prove cases, or on an individual basis, the Service Provider can ensure the right of withdrawal to the Customer.

No guarantee, warranty

18. The Service Provider gives no guarantee whatsoever for the digital contents and pre-recorded media sold by it, however, it shall be obliged to perform the tests and inspections ensuring overall usability, and to cooperate with the Customer to a reasonable extent in removing any obstacles to use.

Complaints management

19. The Service Provider informs its clients of its seat and the process of complaints management in the brief description of the Webstore ("Store" menu).

Miscellaneous provisions

20. The Parties shall attempt to settle any dispute amicably. For any legal dispute arising from these GTC that they are unable to settle by agreement within 30 (thirty) calendar days, the Parties submit to the jurisdiction of the Csongrád County Court (H-6720 Szeged, Széchenyi tér 4.).

Dated: Újszentiván, Hungary, 2nd November 2014