



Terms of Use

10 April 2024 – v.1.20

The International Judo Federation, registered in Hungary under registration number: 01-02-0017346, with its headquarters located at 1051 Budapest, József Attila utca 1. II. Em./1A., Tax number: 19237635-2-41 (referred to as "**IJF**") operates the Websites, www.ijf.org, www.judotv.com (referred to as "**Websites**") and the Judo TV mobile application (referred to as "Application").

Our Websites and Applications offer a wide range of judo-related content, including live matches, photo galleries, statistics, articles, and other engaging documents and news.

Governing Agreement

The following terms of use constitute the agreement under which you may use our Websites and Application. We urge you to read these terms carefully before engaging with our content. Your use of the Websites and Application signifies your acceptance of these terms of use and your agreement to abide by them.

1. Definitions

"IJF": The International Judo Federation, registered in Hungary, oversees the operation of the mentioned Websites and App, providing a range of judo-related content and services.

"You": refers to the individual user.

"we" or "us": represents the International Judo Federation, IJF.

"Subscription": denotes paid subscription for the Services, governed by these Terms.

"Subscription Services": Subscription is a subscription plan which allows the Subscribers to access Content that is not freely available on the Website and/or the Application in accordance with these Terms. Namely the Subscribers, in exchange of the Subscription Fee, receive access right which they may use to access Content on the Websites and/or the Application including ad-free live streaming, full-screen streaming capabilities, and on-demand content access to Content.

"Subscription Fee": The fees payable by you to us for the receipt of Subscription Services during a Subscription Period;

"Terms": These terms and conditions, which is a set of rules and guidelines that govern the use of the IJF's Websites and App. These terms are agreed upon by the users through their use of the platforms. In order to subscribe to the Subscription, you should expressly accept these terms and conditions.

"Websites": The digital platforms operated by IJF, specifically www.ijf.org and www.judotv.com, offering access to judo-related content.

"Application": The Judo TV mobile application developed by IJF, available on compatible mobile devices, providing similar content and services as the Websites.

"Device": Refers to a compatible computer or mobile device that users must possess to access the Websites and the App. This includes ensuring the device and web browser are up to date for optimal use.

"Cookies": Small data files used by both the Websites and the App to enhance user experience. The use of cookies is governed by IJF's and JudoTV cookie policy.



“Personal Information”: User data processed in accordance with IJF’s privacy notice, highlighting the importance of data protection and privacy for users.

“Content”: encompasses written, pictorial, and audio-visual coverage of live judo matches and other judo-related content. The Content accessible for You on the Website and/or the Application may vary depending on whether you use the free version of the Website and/or the Application or if you have subscription, which grants access to premium Content.

“Intellectual Property Rights”: encompass patents, trademarks, copyrights, and other intellectual property rights, whether registered or unregistered.

2. Understanding the Terms of Use

- 2.1. These terms of use (referred to as **“Terms”**) detail how you may access and use the Websites and the Application. We note that the Websites and/or the Application may have certain features that are freely available, but specific content is made available to You if You purchase the Subscription in accordance with Article 3 of these Terms.
- 2.2. Terms defined herein have specific meanings, indicated by initial capitalisation. You can identify these defined terms as they begin with capital letters within the text. The definitions shall have the meaning ascribed to them in Section 1.
- 2.3. Accessing the Websites and the Application requires a compatible computer or mobile device with internet access. The Websites are designed to be compatible with modern web browsers, including but not limited to Chrome, Firefox, Safari, and Edge. It is your responsibility to ensure that your device and web browser are up to date to utilise the Websites fully. Compatibility issues resulting from outdated hardware or software may affect your experience and are not the responsibility of IJF. To ensure optimal performance and security, regular updates of your browser and device’s operating system are recommended.
- 2.4. Use of the Application requires a smartphone or other mobile device running a compatible version of the iOS or Android operating system. Additionally, internet access is required to download and use the App, and access its features.
- 2.5. Furthermore, regarding Article 2.3 and 2.4:
 - 2.5.1. Both the Websites and the Application employ cookies, governed by our cookie policy (https://www.ijf.org/page/cookie_policy_and_judotv.com/cookie-policy).
 - 2.5.2. Processing your personal information is conducted in accordance with our privacy notice (<https://www.ijf.org/page/privacy-en>).
 - 2.5.3. Application download requires acceptance of additional Application terms outlined in Annex 1 to these Terms and any supplementary terms and conditions from the respective App store.

3. Conditions of Use and Access

General

- 3.1. By using the Websites or the Application, you agree to:
 - 3.1.1. Not using the Websites or the Application to create or distribute any product or service that competes with our offerings.
 - 3.1.2. Respect our Intellectual Property Rights and those of third parties in your use of the Websites or the Application, within the bounds explicitly allowed by these Terms.
 - 3.1.3. Not modify, decompile (except as permitted by law), reverse-engineer, or otherwise tamper with any software associated with the Websites or the Application.
 - 3.1.4. Avoid using automated or manual methods to scrape, extract, or otherwise gather materials from the Websites or the Application for use elsewhere.
 - 3.1.5. Not collecting or harvesting any information or data from the Websites or the Application or our systems, nor attempting to decode transmissions to or from the servers operating the Websites or the Application.
 - 3.1.6. Not copying, reproducing, or reselling any part of the Websites or the Application, except as expressly allowed by these Terms.
 - 3.1.7. Avoid creating derivative works from, decompiling, or reverse-engineering the Websites, the Application, or any part thereof, to the fullest extent permitted by law.
 - 3.1.8. Not leasing, sub-licensing, loaning, translating, merging, adapting, varying, or modifying the Websites or the Application.



- 3.1.9. Not altering or modifying any part of the Websites or the Application, nor permit the Websites or the Application or any part of them to be combined with or become incorporated into other programs.
 - 3.1.10. Secure all copies of the Application and keep detailed, current records of the copies' locations.
 - 3.1.11. Comply with all relevant export laws and regulations, including those pertaining to the technology used or supported by the Websites or Application.
 - 3.1.12. Use the Websites and the Application in a lawful manner, not infringing on any laws.
 - 3.1.13. Avoid any actions that may interfere with, disrupt, or damage the Websites or the Application or any related software, network, or equipment.
 - 3.1.14. Understand that accessing the Application's source code is strictly forbidden.
- 3.2. Our services are designed to cater to both casual fans and dedicated judo enthusiasts. For general access, a wide range of content is available for free, including live judo matches and various resources.
 - 3.3. For those looking for an enhanced experience, our Subscription service provides exclusive access to a comprehensive collection of on-demand judo content. This premium content is accessible over the internet on a variety of Devices such as computers, tablets and smartphones, ensuring you can enjoy your favourite judo moments anywhere, anytime.
 - 3.4. While we strive to provide uninterrupted access, we cannot always guarantee this and reserve the right to suspend, remove, or modify any part of the Websites and/or Application without notice.
 - 3.5. Users are responsible for securing access to the Websites and/or Application and must ensure that anyone accessing them through their internet connection acknowledges and adheres to these Terms.
 - 3.6. The content available on the Websites and Application is for informational purposes only and should not be interpreted as specific advice or recommendations.
 - 3.7. The Websites and Application are intended solely for personal, non-commercial use. Commercial or business use, exploitation, broadcasting to public of the Content is expressly prohibited. Exceptions are listed in Article 5 of these Terms.

Geographic availability

- 3.8. The availability of Content (or any part thereof) for viewing may vary based on geographic location and may change over time.
- 3.9. Please be aware that access to certain events is conditional to Subscription. . We do not guarantee that any events and/or related Content will be made available to you for free. This is due to licensing and broadcasting rights that vary by region.

Viruses

- 3.10. We do not guarantee that the Websites or the Application will be secure or free from bugs or viruses. You are responsible for configuring your technology to safely interact with the Websites and/or Application, including using your own virus protection software.
- 3.11. Introducing viruses, malware, or other harmful material to the Websites and/or Application is prohibited. Unauthorised access to the Websites, the Application, and any associated servers or databases is forbidden. Cyberattacks against the Websites or the Application are illegal and will be reported to law enforcement, with full cooperation in their investigations. Violating this policy will result in immediate termination of your access to our services.

Access to content, subscription

- 3.12. Our services are designed to cater to both casual fans and dedicated judo enthusiasts. For general access, a wide range of content is available for free, including live judo matches and various resources.
- 3.13. Without subscription, you can access certain Content, such as photos, galleries, articles, and other documents and video content for live streaming only. Following the completion of your Subscription (as detailed in Article 6), you will also gain access to additional Subscription Services. The specific Content available, along with the duration of your Subscription, will be outlined during the Order process.
- 3.14. Service Accessibility
 - 3.14.1. We reserve the right to alter or cease operations of our Websites or Application at any time without notice.



- 3.14.2. The quality of streaming Content may fluctuate due to factors like bandwidth and internet connection speed.
- 3.14.3. Service interruptions or errors may occur.
- 3.14.4. Maintenance or upgrades may occasionally necessitate temporary downtime for the Websites or Application.

Event Availability

- 3.15. We are not liable for any disruptions or cancellations in scheduled judo events. You expressly agree and acknowledge that the Content may only be made available to you if the related event is organized.

4. Your Account and Password

- 4.1. To access certain services on the Websites and/or Application, registration and account creation are required. Users must provide accurate information during registration and are responsible for maintaining the confidentiality of their password.
- 4.2. We reserve the right to disable any account or password, at our discretion, if you have failed to comply with any of the provisions of these Terms.
- 4.3. It is your responsibility to prevent unauthorised access to your account. You should inform us immediately at privacy@ijf.org if you suspect that your account credentials have been compromised, or if your account is being used without your permission.
- 4.4. You are solely responsible for all activities that occur under your account, regardless of whether the actions were authorised by you. Promptly notifying us of any unauthorised use of your account is critical for security.

5. Intellectual Property Rights

- 5.1. We hereby grant you a limited, non-transferable, non-exclusive, and revocable licence to access and use the Websites and the Application on your Devices, strictly in accordance with these Terms and any other agreements you may have entered with us. All rights not expressly granted to you in these Terms are reserved by us.
- 5.2. In relation to the Website and the Application, all their respective content, and the trademarks associated with JudoTV and IJF Media, we either own or have obtained the necessary licences to all intellectual property rights therein. These works are protected by international copyright treaties, domestic copyright laws, and other intellectual property legislation. All such rights are reserved, and unauthorised use is strictly prohibited.
- 5.3. Usage of the content available at IJF gallery is permitted to IJF athletes and national federation solely for promotional, non-commercial purposes and personal use, with the IJF trademark.
- 5.4. Obtaining a Subscription and accessing Content through the Websites and/or the Application does not confer to you any ownership or other rights in our intellectual property. Such a subscription merely authorises you to use the Subscription Services for your personal, non-commercial use.
- 5.5. Except as expressly permitted under these Terms or with our prior written consent, you may not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit the Websites or the Application (including our Intellectual Property Rights) or any part of them for any commercial purpose. This prohibition includes, but is not limited to, the reproduction, uploading, republishing, modification, transmission, or distribution of any text, designs, graphics, photographs, and images found on the Websites or the Application.
- 5.6. We consider any feedback, comments, ideas, or suggestions (collectively, "Submissions") that you provide to us regarding the Websites, the Application, or our services as non-confidential and non-proprietary. By submitting any such materials to us, you grant us an unrestricted, worldwide, royalty-free licence to use, reproduce, display, perform, modify, transmit, and distribute those Submissions for any purpose, and you also agree that we are free to use any ideas, concepts, know-how, or techniques that you send us for any purpose.
- 5.7. The unauthorised use of any trademark, service mark, logo, or any other content displayed on the Websites or the Application is strictly prohibited and may violate copyright law, trademark law, the law of privacy and publicity, and communications regulations and statutes.

By respecting intellectual property rights, you contribute to fostering innovation and creativity, ensuring that creators and owners are rewarded for their endeavours, and maintaining the integrity and diversity of content available on our platforms.

6. Forming your subscription



Subscription

- 6.1. To access our exclusive content (Subscription Services), you have the option to register through the Websites or the Application and initiate a subscription. To use our exclusive content as part of Subscription Services, you're invited to sign up via our Website or Application and start your subscription journey. Simply follow the on-screen instructions during the subscription process, where you'll have the chance to review and amend any details before confirming your commitment with us.
- 6.2. Accessing the Subscription Services of our Website and Application requires Internet connectivity and a suitable device, as outlined in Article 2.3. You'll need to provide us with one or more Payment Methods. "Payment Method" refers to an approved, current, and valid method of payment, subject to updates, and may include payments made through a third-party account.
- 6.3. You can subscribe to Subscription for a period chosen by you during the Subscription/registration process ("Subscription Period"). By agreeing to these Terms you give your explicit consent during your subscription to Subscription Services will automatically renew at the end of each Subscription Period for a further Subscription Period (12 Months) unless the termination of the Subscription Services as per Article 6 (refer to "Cancellation" for details) below. This means that Your membership (Subscription) with us is ongoing until you decide to terminate it. Failing to cancel before your Subscription Period renews means you authorise us to bill the next cycle's fee to your chosen Payment Method.
- 6.4. We offer various subscription models, including unique plans presented by third parties alongside their goods and services. Each plan's specific conditions and limitations will be communicated upon your registration before subscription. For detailed information about your Subscription, sign in at account.ijf.org, referred as "Account" hereinafter, and navigate to the Subscriptions link, located on the left under your profile name.
- 6.5. In addition to our Subscription Fees, you are responsible for any internet connection or telecommunication charges, as well as any applicable VAT. Please be aware that streaming audio-visual content can use significant data, so it's essential to ensure that your broadband package includes an adequate monthly data allowance if it doesn't offer unlimited data traffic.
- 6.6. The Subscription Fees cover the Subscription price plus any applicable VAT or other similar taxes in effect at the prevailing rate in your country of residence for tax purposes.
- 6.7. If the Subscription Fee we quote for your Subscription is significantly incorrect (i.e. disproportionate in terms of parity of fees and the consideration) due to technical pricing errors and/or system malfunction, we are not obligated to provide you with a Subscription at that price, even if we have accepted your Order. If you do not have a valid Subscription at the time of ordering and a pricing error occurs, only the free services will remain available to you and your Subscription Charge will be refunded.

Promotional Offers

- 6.8. Periodically, we introduce special promotional offers, plans, or memberships. The eligibility for these Offers is at the sole discretion of IJF, and we reserve the right to withdraw an Offer and suspend your account if eligibility criteria are not met. Unless we agree otherwise, the revocation of Offers will not effect the standard Subscription Services. Existing or recent members of IJF may not qualify for certain introductory Offers. Eligibility may be assessed based on your device ID, payment method, or an email address associated with a current or past IJF membership. Offer-specific eligibility requirements, along with other limitations and conditions, will be provided upon offer registration or through other communications.

Billing and Cancellation

- 6.9. **Subscription Period:** Your Subscription Fee is billed to your chosen Payment Method during the registration phase on the scheduled payment date shown on your "Account" page. The billing cycle length depends on the subscription plan selected during sign-up. Payment dates may shift if, for example, your Payment Method fails, you alter your plan, or your initial payment didn't coincide with a calendar month. To view your upcoming payment date, visit account.ijf.org and select the "Subscriptions" link from the Account page.
- 6.10. **Payment Methods:** For access to Subscription Services, multiple Payment Methods are accepted. Should your primary Payment Method be declined or become unavailable, you authorise us to bill any associated Payment Method on your account. Unsettled payments are your responsibility. We may restrict service access until successful billing of a valid Payment Method. Note that some issuers may impose fees, such as foreign transaction charges, related to your Payment Method's processing. Consult your service provider for specific details.
- 6.11. **Updating Payment Methods:** Modify your Payment Methods via the Third Party Payment Provider (Stripe customer link, AppStore, Google Play) We may update your Payment Methods with information from payment service providers, post-update, you grant us authorization to bill the updated Payment Method(s).
- 6.12. **Cancellation Procedure:** You may withdraw from Subscription Services within 14 calendar days (Preliminary Cancellation Period) from the date of Subscription without justification. The right of withdrawal is to be exercised by way of sending your withdrawal declaration to us to hello@judotv.com. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period



has expired. In this regard, for ease of reference, please provide us with the date of subscription and your name (or account name) to exercise the right of withdrawal. IJF shall acknowledge the receipt of your withdrawal declaration without delay in any event not later than within 3 days. For the purpose of withdrawal from the agreement relating to Subscription Services, you may use the following withdrawal form, however, it is not obligatory:

- Attention: International Judo Federation – JudoTV - [József Attila street 1. II. em./1A, 1051 Budapest, Hungary., hello@judotv.com]

I hereby revoke the contract concluded by me to subscribe to Judo TV Subscription:

— date of conclusion of contract on:

— first name and surname of subscriber:

— address of subscriber:

— date

- 6.13. We expressly note that you cannot exercise your cancellation right during the Preliminary Cancellation Period if you have started downloading or streaming the Content. If you do so, you will lose your right of withdrawal by starting the performance.
- 6.14. Upon withdrawal, we shall reimburse all payments received from you without undue delay and in any event not later than 14 days from the receipt of your withdrawal declaration except for the scenarios under set forth in these Terms.
- 6.15. After the Preliminary Cancellation Period, You have the flexibility to cancel your IJF Subscription at any given moment, with continued access to our premium offerings until your current Subscription Period concludes. It's important to note that all payments are final; therefore, we do not issue refunds or credits for partial subscription periods or for any IJF content not utilised. To proceed with cancellation, simply visit the "Account" section and adhere to the provided cancellation steps. Upon cancellation, your membership will cease at the end of the ongoing Subscription Period, terminating your access to Subscription Services.
- 6.16. **Account Closure:** For details on when your account is scheduled to close, please refer to the "Billing details" located in the "Account" section. If your IJF subscription was initiated through a third-party payment method and you wish to cancel, this may require action through that third party. This can typically be done by accessing your account with the third party, deactivating auto-renewal, or directly unsubscribing from IJF services via the third party platform.
- 6.17. **Subscription Plan and Pricing Updates:** Our subscription plans and pricing are subject to change. Should there be any forthcoming modifications to your Subscription plan or adjustments in pricing, you will receive notification at least one month in advance. This ensures you have ample time to decide whether you wish to continue under the new terms or opt to cancel your Subscription prior to these changes taking effect. Your satisfaction and informed choice are paramount, and you are encouraged to cancel your membership should the new terms not align with your preferences.

7. Suspension and Termination

We are committed to maintaining a secure and lawful environment on our Websites and Application.

- 7.1. If you fail to comply with any of these terms, we reserve the right to take action immediately, which may include, but is not limited to, the following steps:
- 7.1.1. Issuing a formal warning to you, highlighting the specific terms breached and the required corrective action.
 - 7.1.2. Temporarily or permanently revoking your access to the Websites and/or the Application, effectively withdrawing your permission to use our services.
 - 7.1.3. Suspending or terminating your Account, which may include deletion of your profile and all related information.
 - 7.1.4. Taking legal action to recover any costs we incur as a result of the breach. This includes reasonable administrative and legal costs, and potentially seeking damages for any additional losses incurred.
 - 7.1.5. Pursuing further legal action to address any continuing or egregious violations, which may include claims for injunctive relief to prevent further breaches.
 - 7.1.6. Cooperating with law enforcement agencies by providing any information deemed necessary to investigate or resolve illegal activities or breaches of these Terms.



Proactive Measures and User Cooperation

- 7.2. In cases where we suspect a breach may have occurred, we may contact you to investigate the matter. Your cooperation is expected in such investigations.
- 7.3. We also reserve the right to monitor usage patterns to identify unusual or unauthorised activities. However, we respect your privacy and will adhere to our Privacy Notice in any such monitoring activities.
- 7.4. We encourage users to report any suspected breaches of these Terms by other users. Such reports can be made confidentially, and we commit to investigating all reports thoroughly. If you become aware of any misuse of the Websites or the Application, or any security breach within our platforms that could affect us or other users, you are encouraged to report such instances immediately to us via email at privacy@ijf.org. Your cooperation is paramount in maintaining the security and integrity of our services.

Restoration of Services

- 7.5. Following a suspension, we may provide conditions under which your access to the Websites and/or Application may be restored. This may include requiring you to take certain actions or provide assurances that breaches will not recur.
- 7.6. Restoration of services or Account reactivation will be at our sole discretion and may require a review of your actions to ensure compliance with our Terms.
- 7.7. By adhering to these Terms, you contribute to a safe and respectful online environment for all users. We reserve the right to enforce these Terms rigorously to protect our community and our intellectual property.

8. Our Responsibility

- 8.1. Nothing in these Terms shall limit or exclude our liability for:
 - 8.1.1. Personal injury or death resulting directly from our negligence;
 - 8.1.2. Fraudulent misrepresentation on our part; or
 - 8.1.3. Any other liability that cannot be limited or excluded by law.
- 8.2. These Terms do not affect your statutory rights as a consumer.

Limitation of Liability

- 8.3. The Websites and the Application are provided for your personal and non-commercial use only. We shall not be liable for:
 - 8.3.1. Loss of profits, sales, business, or revenue;
 - 8.3.2. Business interruption;
 - 8.3.3. Loss of anticipated savings;
 - 8.3.4. Loss of business opportunity, goodwill, or reputation; or
 - 8.3.5. Any indirect or consequential loss or damage.
- 8.4. While we may provide links to third-party Websites, including those of our commercial sponsors and partners, such links should not be interpreted as endorsements by us of those sites. We bear no responsibility for the content of external sites linked from our platforms. It is your responsibility to review and comply with the terms and conditions of any third-party Websites you access.
- 8.5. Although we strive to ensure that information on the Websites and the Application is accurate, we do not guarantee that the Websites, the Application, or any content on them will be free from errors or omissions. We do not warrant the completeness, timeliness, reliability, or accuracy of any material available on our platforms.

Disclaimers

- 8.6. We endeavour to ensure the availability of the Websites and the Application and to maintain the continuity of services. However, the internet is not always a stable or reliable medium of communication and, as such, we cannot guarantee that the Websites, the Application, or any services provided through them will be uninterrupted, timely, secure, or error-free.



- 8.7. We are not responsible for failures, distortions, delays, or interruptions related to high internet traffic, transmission problems, system capacity issues, or any other problems which may affect your access to or use of the Websites or the Application.
- 8.8. We reserve the right to suspend access to all or part of the Websites and the Application for operational reasons such as maintenance or updates. We will attempt to restore access as soon as we reasonably can.
- 8.9. By using the Websites and the Application, you acknowledge and accept that there are risks associated with online and digital platforms, and you agree to bear such risks up to the maximum extent permitted by law.

9. Modifications to These Terms

- 9.1. **Revision and Notification:** We retain the discretionary authority to periodically revise these Terms in response to changes in legislation, updates to our services, or other operational necessities. Such modifications are aimed at ensuring our Terms remain current and reflective of any new legal or operational developments. We will endeavour to notify you of any significant changes through the Websites, the Application, or via email. However, the onus remains on you to review these Terms regularly to ensure you remain informed of the current conditions governing your use of our platforms.
- 9.2. **Application Updates:** To enhance functionality and security, updates for the Application are periodically made available through the associated App stores (e.g., Google Play Store, Apple App Store). Certain updates may necessitate the downloading of the latest version of the Application and acceptance of any newly updated terms. Failing to update the Application may limit your ability to access or utilise the full range of features offered.
- 9.3. **Device Usage and Ownership:** In instances where you download the Application onto devices you control but do not own outright, it is presumed you've obtained the necessary permissions from the devices' rightful owners. Be aware that your internet service provider, along with the service provider of the device's owner, may levy charges for internet usage on the device. You accept full responsibility for adhering to these Terms, irrespective of device ownership, when utilising the Application. It's crucial to ensure that all users of your devices are also aware of and comply with these Terms.
- 9.4. **Active Engagement and Consent:** By continuing to access or use the Websites and/or the Application after such revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorised to use the Websites and/or the Application.
- 9.5. **Historical Versions:** For transparency, previous versions of these Terms may be made available upon request. This is to ensure you can understand how our Terms have evolved over time.

10. Other Important Information

- 10.1. **Independence of Provisions:** Each provision of these Terms is designed to stand independently. Should any court or competent authority determine any provision to be unlawful or unenforceable, the remaining provisions will continue in effect, fully valid and enforceable.
- 10.2. **Non-Waiver of Rights:** Our failure to assert any rights or provisions under these Terms shall not constitute a waiver of such right or provision. Any waiver of any breach or default does not constitute a waiver of any subsequent breach or default. Waivers must be explicit and in writing to be effective.
- 10.3. **Online Dispute Resolution in the European Union:** For residents of European Union member states interested in online dispute resolution, further information can be obtained via the European Commission's platform at <http://ec.europa.eu/consumers/odr/>. This platform is made available in accordance with the EU Regulation No 524/2013; however, please be aware that we currently do not commit to using the platform for resolving disputes. We encourage direct communication with us to resolve any issues you may have.
- 10.4. **Amendments:** We reserve the right to make changes to these Terms at any time. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay informed of our updates.



11. Governing Law and Jurisdiction

- 11.1. **Applicable Law:** These Terms and any disputes or claims arising out of or in connection with them (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Hungary. This means that your use of the Websites and any legal matters arising from it will be subject to Hungarian law.
- 11.2. **Jurisdiction:**
- 11.2.1. The Hungarian courts shall have non-exclusive jurisdiction in any contractual or non-contractual dispute arising out of or in connection with these Terms and the provision of the Subscription Services including, without limitation, its formation, validity, and termination. For all users, legal proceedings related to these Terms may be brought in Hungarian courts, which will have non-exclusive jurisdiction over such matters.
- 11.2.2. However, if you are a consumer residing in the European Union, you have the option to resolve any dispute arising under these Terms either in the competent courts of Hungary or in the courts of the country where you have your habitual residence, provided that such country is an EU Member State. This flexibility ensures that disputes can be settled in a jurisdiction that is most convenient for you, in accordance with EU regulations.
- 11.2.3. In the event of a dispute, we commit to bringing the matter before the competent court of your habitual residence if it is within an EU Member State, or otherwise, in Hungary. This ensures that you are afforded the protections of any mandatory provisions of the law of the country in which you reside.
- 11.2.4. Nothing in these Terms, including the governing law specified in Article 11.1, will limit your rights as a consumer to rely on the mandatory provisions of your local law.

12. Contact us and communication

- 12.1. If you have any complaints, we will take steps to address them and prevent such incidents in the future. You can reach us in writing at any time using the information below:
- 12.1.1. Address: József Attila street 1. II. em./1A, 1051 Budapest, Hungary
- 12.1.2. Email address: privacy@ijf.org
- 12.1.3. We commit to addressing any complaints within a reasonable timeframe.
- 12.2. If we need to communicate with you, we will do so via email. Emails will be considered delivered on the day they are sent, unless we receive a delivery failure notice (in which case we will notify you through your account, and the emails will be considered sent the day after they appear). We will use the email address you provided to us, for that reason please ensure it is kept up to date. Please note that communication through our social media channels (e.g., sending private messages via the platform's messaging application or commenting on a post) does not constitute official communication by us. We do not consider it to have any binding or liability-inducing effect on us. Only communication sent via email is regarded as official.

ANNEX 1

Additional Application Terms

This Annex 1 supplements the Terms and Conditions, introducing specific provisions governing your use of the App.

Appstore Provider: The platform from which you downloaded the Application, such as Apple for the Apple App Store or Google for Google Play, is referred to herein as the "Appstore Provider."

1. **Agreement with Us:** You acknowledge that the Terms constitute an agreement solely between you and us, excluding the Appstore Provider. The Appstore Provider bears no responsibility for the Application or its content.
2. **Support and Maintenance:** The responsibility for maintaining or supporting the Application lies not with the Appstore Provider but with us. Should you encounter issues with the Application, we encourage you to contact us directly as detailed in Article 12 of the Terms.
3. **Refunds:** Any refund requests for Application purchases, subject to these Terms, must be directed to the Appstore Provider. However, beyond this, the Appstore Provider has no further obligations to you concerning the Application, to the maximum extent permitted by applicable law.
4. **Liability:** The Appstore Provider will not be liable for any claims or damages you may assert related to your use of the Application, including, without limitation, product liability claims, legal or regulatory non-compliance, or consumer protection claims.



5. **Intellectual Property Claims:** Should any third-party claim that the Application infringes on their intellectual property rights, we will be solely responsible for the investigation, defence, settlement, and discharge of such claims, not the Appstore Provider.
6. **User Representations:** By using the Application, you represent and warrant that (i) you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
7. **Third-Party Beneficiaries:** If the Appstore Provider is Apple, you acknowledge that Apple and its subsidiaries are third-party beneficiaries to these Terms. Upon your acceptance, Apple will have the right to enforce these Terms against you as a third-party beneficiary thereof.

This Annex clarifies your interactions with the Appstore Provider and delineates the boundaries of responsibility and recourse related to the Application.

