



TERMS OF SERVICE:
PAID-FOR PROGRAMMES
ORGANISED BY THE GILE FOUNDATION
(GILE OKTATÁSI ALAPÍTVÁNY)

Updated and approved
by the Board of Trustees
on the 2nd of August 2024.

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1. General Provisions

- 1.1. These terms of service (hereinafter: “**Terms of Service**”) constitute a legal agreement between you, the Participant (hereinafter: “**Participant**”), and the GiLE Oktatási Alapítvány (hereinafter: “**Foundation**”), and together with the Participant, the “**Parties**” and each a “**Party**”), for the purchase of any paid-for workshop, training course, event, mentorship programme, hackathon, ideathon, summer programme, or anything similar in this regard (collectively hereinafter referred to as: “**Paid-for Programmes**”, as well as any related printed materials and online documentation, hereinafter: “**Materials**”).
- 1.2. By clicking on the "purchase", “pay”, or “order” button on the Foundation’s website, the Participant agrees to these Terms of Service which will bind the Participant and (if an organisation) the Participant’s members. No sale of Paid-for Programmes or Materials shall be concluded, unless the Participant agrees to these Terms of Service.
- 1.3. These Terms of Service shall apply to Paid-for Programmes that are conducted by the Foundation or by any third-party on behalf of the Foundation.
- 1.4. These Terms of Service shall come into effect when the Participant completes the online application and purchasing process.

2. Supply of Paid-for Programmes

- 2.1. The Foundation agrees to undertake reasonable measures to supply Paid-for Programmes and Materials to the Participant in accordance with these Terms of Service in all material respects but reserves the right to change the content of any Paid-for Programme at any time and without notice.
- 2.2. The Foundation agrees to undertake reasonable measures to meet any specified date(s), but any such date(s) shall be anticipated dates only and may be subject to alteration.
- 2.3. The Foundation reserves the right to amend these Terms of Service if necessary to comply with any applicable law or regulatory requirement. The Foundation shall notify the Participant in any such event.

- 2.4. The Foundation reserves the right to cancel or reschedule any Paid-for Programme(s), wholly or in part, at any time, without incurring additional liability to the Participant. This includes rescheduling any Paid-for Programme if the number of attendees is insufficient to justify the running of the programme or course, or if the Foundation is prevented from doing so by events beyond its reasonable control, including, but not limited to, the illness of training staff. In such circumstances, the Foundation will offer (at its sole discretion) alternative dates, a full refund, or a credit note.
- 2.5. The Paid-for Programme(s) will be given at the venue agreed to with the Participant. Online programmes take place online. In the case of an in-person programme, the Foundation reserves the right to nominate a reasonable alternative venue and will advise the Participant of this.
- 2.6. The Foundation agrees to undertake reasonable measures to ensure that Paid-for Programmes are delivered by suitably qualified and accredited people. The Foundation attempts to update all Paid-for Programmes and Materials on a regular basis. However, the Foundation cannot guarantee that the delivered content is complete and exhaustive. The Foundation makes no warranty that the content or quality of the Paid-for Programme and Material will meet the Participant's expectations, or that it will, in any possible way, guarantee the Participant a job.
- 2.7. The Paid-for Programmes provided by the Foundation is not a state-accredited education course or state-accredited programme in Hungary and the Foundation does not have the legal authority to issue accredited diplomas.
- 2.8. The Participant acknowledges the Foundation's right to refuse admission or require the removal of any attendee where there are doubts about identity, qualifications or if the attendee's behaviour is unacceptable. The Participant agrees to comply with the relevant and effective Hungarian laws.
- 2.9. The Foundation reserves the right to withhold issuing the Participant with a "Certificate of Completion" if the Participant has not attended at least 75% of the sessions of a particular Paid-for Programme.

3. Purchase Price

- 3.1. The “Purchase Price” for any Paid-for Programme shall be the price listed or advertised on the Foundation’s website, or any third-party platform which is approved, managed, or controlled by the Foundation, on the purchase date, unless explicitly stated otherwise. The purchase price shall be paid in full in advance of the programme’s scheduled start date, unless alternative arrangements have been agreed to, in writing, by the relevant parties concerned. The purchase price shall be paid online or via an electronic transfer. Where applicable, accepted applicants or registrants may also receive a link via email to a secure platform where they could proceed with the online payment.
- 3.2. The Purchase Price does not include travel, accommodation, meals, or any other related expenses, unless explicitly stated otherwise.
- 3.3. As the Foundation is tax exempt, all prices do not include Value Added Tax (“VAT”) and therefore are not charged to the Participant.
- 3.4. The Foundation reserves the right to offer special discounts, sponsorships, and scholarships to any individual or organisation to the extent that such an arrangement is concluded in a separate agreement by the relevant parties.

4. Cancellation and Reimbursement

- 4.1. The Participant is entitled to a cooling off period of 24-hours, from the date the payment is finalised, in which to cancel their purchase. If the Foundation incurs any fees during the transaction and the Participant claims a refund within the 24-hour cooling off period, the Participant’s purchase shall be refunded, less the fees incurred.
- 4.2. If a Participant wishes to cancel their participation in a Paid-for Programme(s), the following charges will be incurred by the Participant:
 - Cancel outside 4 weeks of commencement: 50% of the Purchase Price;
 - Cancel outside 3 weeks of commencement: 75% of the Purchase Price; and
 - Cancel within 2 weeks of commencement: 100% of Purchase Price.

- 4.3. If the Participant is a consumer (“**Consumer Participant**”, “consumer” meaning any natural person acting for purposes which are outside their trade, business, or profession) the following additional rules shall be applied:
- The Consumer Participant may cancel, for any reason, the ordered Paid-for Programme(s) within fourteen (14) days from the date of submission of the Paid-for Programme(s) application. Notwithstanding clause 4.2 above, the Foundation shall refund the Consumer Participant the full amount of the paid Purchase Price paid immediately after the withdrawal, but in no instance later than fourteen (14) days from cancellation. No additional costs will be deducted from the Consumer Participant as a result of the withdrawal.
 - The Foundation may use the same payment method as the original payment method for refunding;
 - If the Consumer Participant wishes to exercise its right of withdrawal, the Consumer Participant may exercise its right of withdrawal in writing with a clear statement sent to the Foundation’s contact e-mail (communications@gilefoundation.org), or by post at its registered address. The Consumer Participant may also use the attached sample withdrawal statement for this purpose (see “Annexure A” below). The Consumer Participant will exercise their right of withdrawal/cancellation within the deadline if the Consumer Participant sends the notice of withdrawal/cancellation before the expiry of the deadline indicated above.
 - The detailed and relevant Hungarian rules are available here: <https://net.jogtar.hu/jogszabaly?docid=a1400045.kor>
 - The related EU directive could be found here: <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32011L0083&from=EN#d1e1081-64-1>
 - The Foundation will immediately investigate any verbal complaint and remedy as necessary. If the Consumer Participant does not agree with the handling of the complaint, or it is not possible to investigate the complaint immediately, the Foundation shall immediately take minutes of the complaint and its position and provide a copy to the Consumer Participant.
 - The Foundation will respond to any written complaint in writing within thirty (30) days. The Foundation shall keep the record of the complaint and a copy of any response for a period of five (5) years and present it to the inspection authorities upon request.
 - In case of rejection of a complaint, the Foundation will inform the Consumer Participant in writing about the reason(s) for the rejection and provide details on

which authority or conciliation body the Consumer Participant could further discuss with, depending on the nature of the complaint.

- The Consumer Participant could also turn to the Conciliation Board with their complaint(s). The Conciliation Board of Budapest's contact information is the following:

Address: 1016 Budapest, Krisztina krt. 99. III. em. 310.

Post: 1253 Budapest, Pf.: 10.

E-mail: bekelteto.testulet@bkik.hu

Fax: 06 (1) 488 21 86

Phone number: 06 (1) 488 21 31

- 4.4. The Participant must notify the Foundation of their cancellation, in writing, to the following email address: communications@gilefoundation.org

- 4.5. If the Participant must cancel their Paid-for Programme due to exceptional circumstances, then they may apply to the Foundation for a full refund up until the commencement date of their Paid-for Programme. The Participant's notification must include the following:

- An explanation of the exceptional circumstance that also clarifies how it is out of their control.
- An explanation of how the timing and difficulty of the exceptional circumstance is relevant and how it negatively affects their ability to attend their Paid-for Programme.

5. Participant's Obligation

- 5.1. The Participant shall:

- co-operate with the Foundation on all matters relating to the Paid-for Programme(s);
- provide the Foundation, its employees, agents, and contributors, with any information which may reasonably be required by the Foundation in the organisation of the Paid-for Programme(s), including, but not limited to, information that may be required in terms of Act LXXVII/2013 on Adult Education, and ensure that such information is complete and accurate in all material aspects.

6. Limitation of Liability

- 6.1. The Paid-for Programme(s) that is provided under these Terms of Service is at the Participant's request. The Participant accepts that they are responsible for verifying that the course or programme is suitable for their requirements. The Foundation will undertake appropriate measures and exercise care in the preparation and presentation of its course or programme.
- 6.2. There is nothing in these Terms of Service that limits any liability which cannot legally be limited, including, but not limited to, liability for:
 - death or personal injury caused by negligence; and
 - fraud or fraudulent misrepresentation.
- 6.3. Subject to clause 6.2, the Foundation shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any loss of profits, loss of business, loss of income, depletion of goodwill and/or similar losses or loss or corruption of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.
- 6.4. Total liability arising from, or in connection with, these Terms of Service, and in relation to anything which the Foundation may have done or not done in connection with these Terms of Services and the Paid-for Programme(s) and Materials (and whether the liability arises because of breach of contract, negligence or any other reason), shall be limited to the purchase price paid for such Paid-for Programme and Material.
- 6.5. Clause 6 shall survive cancellation of these Terms of Service.

7. Intellectual Property Rights

- 7.1. All intellectual property rights in or arising out of or in connection with any Paid-for Programme(s), including any associated Materials, shall be owned by the Foundation, whether adapted, written, or customised for the Participant or not.
- 7.2. The Foundation certifies that it has all the necessary intellectual property rights necessary for these Terms of Service and that no third-party intellectual property rights will be infringed with regard to the Paid-for Programmes and Materials.
- 7.3. The Participant is not authorised, without the prior written consent of the Foundation, to:
 - Copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Materials;
 - Record on video or audio tape, relay by videophone or other means and of the Paid-for Programmes;
 - Use the Materials in the provision of any other training, course or programme, whether given by the Foundation or third-party instructor;
 - Remove any copyright or other notice of the Foundation on the Materials;

8. Data Protection

- 8.1. The Parties shall comply with the relevant Data Protection Legislation and the provisions of the Foundation's Privacy Policy which can be found on its [website](#) in the footer.

9. Confidentiality

- 9.1. The Parties may be given access to confidential information from the other Party to perform their obligations under these Terms of Service. Confidential information from either Party shall not be deemed to include information that:

- is or becomes publicly known other than through any act or omission of the receiving party.
 - was in the other party's lawful possession before the disclosure.
 - is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - is independently developed by the other party, which independent development can be shown by written evidence.
- 9.2. Subject to clause 9.3, each Party shall hold the other's confidential information in confidence and not make the other's confidential information available to any third party or use the other's confidential information for any purpose other than the implementation of these Terms of Service.
- 9.3. A Party may disclose confidential information to the extent such confidential information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.
- 9.4. The Participant acknowledges that its information may be used by the Foundation on an anonymous basis without limitation including compiling and publishing reports.
- 9.5. The above provisions of this entire clause 9 shall survive termination of these Terms of Service, however arising.

10. Force Majeure

- 10.1. The Foundation shall have no liability to the Participant under these Terms of Service if it is prevented from, or delayed in, performing its obligations under these Terms of Service, or from carrying on its activities, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes (whether involving the workforce of the Foundation or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or

governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors, provided that the Participant is notified of such an event and its expected duration.

11. Entire Agreement

- 11.1. These Terms of Service constitutes the entire agreement between the Parties in relation to these Terms of Service and supersedes all prior agreements, discussions, understandings, representations or promises. Each Party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into these Terms of Service.
- 11.2. The Foundation reserves the right to revise these Terms of Service from time to time, for example, to address regulatory changes, changes to the law or changes to the services offered by the Foundation. Therefore, the Participant shall be required to review these Terms of Services regularly. The Participant's continued use of the services offered by the Foundation after the date any modification to these Terms of Services have been posted shall constitute the Participant's acceptance of such modified Terms of Services.

12. Severance

- 12.1 Any provision in these Terms of Service deemed to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

13. No Partnership or Agency

- 13.1. Nothing in these Terms of Service is intended to, or shall operate to, create a partnership between the Parties, or authorize either Party to act as agent for the other. Furthermore, neither Party shall have the authority to act in the name, or on behalf of, or otherwise to bind the other in any way (including, but not limited to, the making

of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or any right or power).

14. Governing Law

- 14.1. These Terms of Service, and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Hungary.

15. Jurisdiction

- 15.1. The Parties irrevocably agrees that the courts of Hungary shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Service, its subject matter or formation (including non-contractual disputes or claims).

16. Notice

- 16.1. The Parties agree that all notices or other communications referenced under these Terms of Service shall be made in writing and sent to the address designated by the Participant during their purchasing process and the address designated the Foundation in these Terms of Service, or any alternative designated address from time to time in writing by the Parties. All notices shall be deemed given to the other Party if delivered receipt confirmed using one of the following methods: registered or certified mail, postage prepaid; recognized courier delivery; or electronic mail.

17. Company Information

- 17.1. “GiLE Foundation” and, within the context of these Terms of Service, “Foundation”, are the trading names of the GiLE Oktatási Alapítvány.

Court registration number: 01-01-0012919

Adult education registration number: B/2020/001454

Legal form: Alapítványok (translated as “Foundation”)

Tax number: 19239998-1-42

Contact email address: communications@gilefoundation.org

Annexure A: Sample Statement of Withdrawal for Consumer Participants

(fill in and return only if you are a Consumer Participant and only in case of intention to
withdraw from the contract)

To Recipient: GiLE Oktatási Alapítvány (GiLE Foundation)

I, the undersigned Consumer Participant, hereby declare that I am exercising my right of
withdrawal / termination in respect of the contract for the sale of the following:

.....

Date of conclusion of the contract (the date of the submission of the application):

Name of Consumer Participant:

Address of Consumer Participant:

Dated:

Signature of Consumer Participant (paper declaration only):