

MossWinn Services - Terms and Conditions

(Revision 2016/10/22, consists of two pages.)

Subscription to the MossWinn Services implies acceptance of the following terms and conditions.

In the present document

Service provider is Zoltán Klencsár, provider of the MossWinn Services,

User is anyone who accesses features provided as part of the MossWinn Services,

Publisher is a **user** who publishes a record in the MossWinn Internet Database (MIDB),

MIDB server is the internet storage resource that facilitates the synchronization of the MIDB data among the local computer systems of the **users**,

Database synchronization events are events during which MIDB data on the **user's** local system become synchronized with MIDB data on the **MIDB server**, and during which operations such as record publication, withdrawal and editing take effect,

Failure of service is a situation when none of the **users** can access features included in the MossWinn Services,

Vis major is a situation when the physical or technical requisites of the MossWinn Services have ceased to exist, particularly including but not limited to the death and accident- or illness-related incapacity of the **service provider**, as well as natural disasters and global (financial, economic etc.) crises incapacitating the resources required by the MossWinn Services.

- (1) The MossWinn Services can be subscribed to by licensees of the MossWinn program.
- (2) The MIDB part of the MossWinn Services allows the **users** to search and browse records, as well as to publish, edit and withdraw their own records in the MIDB via the internet by the help of the MossWinn program.
- (3) The MossWinn Services are provided by the **service provider** for an annual subscription fee.
- (4) In return for the annual subscription fee, the **service provider** shall make the program features included in the MossWinn Services available to the **user** for a subscription period of 365 days. At the end of the subscription period the subscription ends automatically. It is the **User's** own responsibility to ensure that his/her computer system and the associated internet connection are suitable to access the features included in the MossWinn Services.
- (5) At any instant of time, a single annual subscription allows the **user** to access the MossWinn Services from a single computer site. In order to access it from n computers at the same time, one needs to have n site licenses for the MossWinn program and corresponding n separate subscriptions to the MossWinn Services.
- (6) On **failure of service** the subscription period of paid subscriptions shall become extended by the duration time of the **failure of service**.
- (7) If **failure of service** persists for 60 or more consecutive days due to reasons other than **vis major**, the **user** shall have the right to cancel his/her subscription to the MossWinn Services and receive a proportional refund for the time period for which the service was paid but was not made available by the **service provider**. No refund is paid if **failure of service** occurs due to **vis major**.
- (8) The **publisher** is not eligible to receive honorarium or other payment from the **service provider** for his/her records published in the MIDB.

- (9) The **publisher** agrees to have his/her published records (1) to be stored on the **MIDB server**, (2) to be displayed and handled by a suitable MIDB browser application on any computer and (3) to be included in the listing of the MossWinn Internet Database Compound Summary publicly available via <http://www.mosswinn.hu/midbsummary.htm> .
 - (10) The **publisher** shall have the unconditional right to withdraw from the MIDB those existing records that he/she has published in the MIDB.
 - (11) The act of publication in the MIDB does not involve transfer of copyright concerning the published data, i.e. the publisher retains all the corresponding rights.
 - (12) The **service provider** reserves the right to delete from the MIDB without notice those records that cause technical problems during usage of the database or include otherwise inappropriate text or data.
 - (13) The **service provider** reserves the right to limit the frequency of **database synchronization events** when this is required in order to maintain the operability of the MossWinn Internet Database.
 - (14) The **service provider** shall not be liable and expressly excludes all responsibility for any textual or other special information included in the MIDB records.
 - (15) The **service provider** shall not be liable and expressly excludes all responsibility for any consequential, incidental, or other special damages related to the usage of the features included in the MossWinn Services.
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