

CODE OF CONTENT PROVIDING

REGULATION OF OPERATIONS, ETHICS AND PROCEDURES WITH RESPECT TO
CONTENT PROVIDING, ISSUED BY THE HUNGARIAN ASSOCIATION OF
CONTENT PROVIDERS

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Regulation of operations, ethics, and procedures with respect to content providing, issued by
the Hungarian Association of Content Providers

(date of the latest supervision: 25 June 2007)

1. Preamble

The leading Internet Content Providers of Hungary (hereafter: Content Providers), in order to ensure that

- the rules, procedures, and customs of Internet content providing be defined and known to service providers as well as users and the broader public; so that Internet content providing would take place within a framework regulated by professional organizations and the participants of the market;
- Internet content providing be adjusted to the legal background and emerging self-regulating systems of other fields related to content providing (advertising, the press, and other areas of information providing);
- the same rules apply to those accepting or employing the present regulations of content providing;
- these rules become known to, and accountable by, consumers of content providing, as well as anyone else coming into contact with, or forming opinion about, it;
- the infringement of the accepted rules of content providing be sanctioned within the framework of self-regulation;
- the elected professional organization of Content Providers represent Content Providers during negotiations with other professional organizations, as well as state bodies and institutions;
- Content Providers exert legitimate and professionally sound influence, based on mutual agreement, on the changing conditions of the market, the altering legal background, international processes affecting the Hungarian context, and the formation of roles assumed by the state,

establish the Hungarian Association of Content Providers that has elaborated, discussed, and accepted the Statutes of the Association, the Code of Content Providing, the Code of Ethics of Content Providing, and made several recommendations to its members and accepting associations about the particular rules of content providing and the publication of these rules on the Internet.

2. The scope of the Code

2.1. The provisions of the present Code shall apply to all procedures, instituted by the Association of Content Providers, which require judgment over individual cases or principles with respect to the members of the Association of Content Providers, as well as in relation to content providing.

2.2. In accordance with the present Code, Act LVIII of 1997 on Commercial Advertising, Act CVIII of 2001 on certain matters of electronic commercial services and services related to the information society, and the Hungarian Code of Ethics of Advertising apply with regard to issues related to on-line promotional activities.

3. Definition of terms and basic rules:

Legality, the freedom of speech, and transparency shall be employed as the basic principles of interpretation in defining both the individual provisions and the particular terms of the Code.

3.1. Every legal or natural entity, or any groups thereof, publishing any type of (textual, numerical, visual, audio, or multimedia) information, restricted or unrestricted in time, and accessible by the collectivity, or any group, of Internet users in a way that this legal or natural entity can be definitely identified by those accessing such content, shall be qualified as Internet Content Provider.

The term Internet service providing shall include WWW, mobile, broadband, and e-mail-based information, accessible through various networks, which technologies, in turn, are not exclusive constituents of the content of the term.

Providers merely providing the technological possibility for one or more, easily identifiable, legal or natural entities to publish information shall not be qualified as Content Providers.

3.2. The principle of transparency requires that the provider of a particular content be identifiable for users as easily as possible: the URL on the WWW, or similar identifications in the case of other technologies, should not be misleading with respect to the type of service made available to users.

3.3. With respect to the various kinds of content appearing on the Internet, there are two distinct types of liabilities of Content Providers:

- Content Providers have unlimited liability with respect to all edited and paid contents;
- Content Providers have limited liability with respect to „user generated contents”.

Content Providers undertaking independent content-generating activities under the trade mark of another Content Provider, and/or accessible from its navigation system, are called Content Partners.

Information released with the direct participation of contributors or correspondents working for the Content Provider qualifies as edited content. Legal rules regulating the press and public communications, thus, primarily, relevant provisions of Act IV of 1959 on the Civil Code and Act II of 1986 on the Press, properly apply to edited contents. (See also Section 5 and Appendix No. 1.)

Promotional information published on surfaces controlled by the contributors or correspondents of the Content Provider, in return for some compensation, qualifies as paid content.

Information represented with the help of technologies provided by the Content Provider, on surfaces belonging to the Content Provider, created by any user or group of users, qualifies as user generated content – irrespective of whether the Content Provider claims for itself the right of subsequent correction (moderation) of such contents.

Under the present provision, the Content Provider has unlimited liability regarding any released news items, and limited liability with respect to providing forums and free storage place to users, as well as concerning information that appears in search engines. The Content Provider may not be held responsible for such contents as long as it has no positive knowledge about their illicit nature.

An ISP providing storage place by virtue of an individual contract does not qualify as Content Provider and – given the absence of culpability – it is not responsible for contents released by the contracting party as long as it has no positive knowledge about their illicit nature.

User generated contents constitute a specific form of social publicity that do not come under the rules governing the press; these represent means of expressing opinions, enjoying constitutional protection. User generated contents are important instruments of the freedom of speech, and their approach is based on the principle of transparency, as opposed to prioritizing

censorship. It is essential to make the recipients of user generated contents understand that – given that these are not to be seen as information, or opinions, coming from, or controlled by, the Content Provider – such forms of service, often guaranteeing anonymity, make the identification of the source of information difficult or impossible.

It is the right and duty of Content Providers to attach documents specifying the rules of contribution and the system of norms in connection with surfaces provided to place user generated contents, and to enforce these rules and norms according to the principle of limited liability. Appendix No. 3 contains recommendations that may serve as a blueprint for elaborating such rules.

3.4. A prominent task of Content Providers is to eliminate definitely illicit contents from surfaces provided by them as soon as attaining positive knowledge about these. At the same time, Content Providers shall make efforts to make opposing opinions and pieces of information appear on the same surface, as the primary means of managing contested user generated contents.

4. Obligation of application and principles of interpretation of the provisions of the prevailing law; cooperation with bodies, authorities, and institutions entitled to enforce particular provisions

4.1. Application of the valid legal context, and assumption of obligations with respect to enforce these provisions

4.1.1. The scope of copyright

It is the right and duty of Service Providers to enforce legal provisions related to copyright with regard to both edited and user generated contents.

Internet communication has, in many respects, eliminated natural limitations, with regard to time and space, which used to put difficulties in the way violation of copyright. It is considered a basic principle by Content Providers that, even though individual pieces of information do not come under the rule of copyright, textual/visual/audio/multimedia contents conveying such information are protected by copyright when the content in question qualifies as an authorial work according to the prevailing law, i.e. it is unique and original in character.

Content Providers commit themselves to mark, in every case, the concrete source of information when it is taken from another source (see also the provisions on free usage (Sections 34 – 41) of Act LXXVI of 1999 on Copyright). Non-textual contents (pictures, figures, etc.) may not be used without permission, even within the scope of free usage, that is, these may not be quoted (Act on Copyright, Paragraph (5) of Section 67).

Content Providers commit themselves to refrain from operating services that are based on publishing information wholly or mostly taken from other sources, without permission from the given sources, even though this practice is not against the law; news releases, based on news reports and factual materials, constitute exceptions. Content Providers commit themselves not to operate “browsing” services based on the unlicensed usage of news and information wholly or mostly generated by other online or offline Content Providers, and/or on providing access to certain regularly refreshed materials placed in the content structure of external sites.

However, it is not forbidden to operate services partially or entirely constituting a collection of links to portals or well-defined content units (e.g. News sections) that pertain to some other content providing. Furthermore, it is not forbidden, in any kind of content providing, to place

occasional, topic-related links to certain materials belonging to other Content Providers. Liabilities with respect to the incidental illicit nature of linked materials are defined by the prevailing law as well as by the agreement between the Content Provider and the individual/organization publishing the linked material.

Content Providers shall employ the above principles with respect to both national and international Content Providers and media.

With regard to the utilization of photographs and photographic artwork employed in content providing (pictures owned by the Content Provider, purchased pictures, pictures used for promotional purposes, pictures available free of charge, other freely usable pictures, stolen pictures, etc.), the following regulations apply:

There are various kinds of “pictures” on the Internet, as far as their legal status and many other traits are concerned. Pictures – mostly photographs or photographic artworks and reproductions – may either be protected by copyright, subjected to free usage, or constituting object of rights related to someone’s material interests (like pictures released by a news agency, which are often not protected by copyright, however, the material interests of the news agency require that the utilization of such pictures be controlled by the agency that has contributed to their realization). Whether the picture is also protected by copyright can only be determined case by case, examining if the work in question is unique and original in character, and its author can be definitely identified.

In the case of own pictures, the Content Provider is in responsible for obtaining the necessary rights by a written contract regarding their utilization (or, alternatively, a labor contract), irrespective of whether the “transferring agent” is a correspondent or a contributor. The scope of utilization shall be determined by such agreements.

The above applies to the case of purchased pictures.

In the case of pictures delivered for promotional purposes, the Content Provider must be guaranteed by the deliverer with respect to the legality of delivery, as well as of utilizing the pictures by the Content Provider. It is especially important, in such cases, to have a written warranty, in the absence of which, according to copyright and other regulations, the Content Provider bears full responsibility, which may be deferred only with reference to such warranty.

In the case of other kinds of pictures “found” on the Internet, it is necessary to examine what type of rights is enjoyed by other parties in their respect, as well as to identify the subject of such right. Most frequently, one has to deal with copyright. If the author of the given picture can be definitely identified, and the picture is presumably unique and original in character, the Content Provider must request permission for utilization, by way of a so-called collective legal action, from a collecting society called HUNGART, and pay copyright fees (for the conditions of entitlement and fees, see www.kibernet.hu/hungart). Having acquired this permission and paid the fees, the Content Provider is absolved from any further infringement of copyright. When another content provider or news agency is also likely to lay a claim to the given picture, these organizations must be contacted as well, in order to obtain the permission.

4.1.2. Data protection and the right to information autonomy

In handling user generated contents and other types of data or information, Content Providers proceed in accordance with the principles and rules specified in Appendix No. 2.

4.2. Actions to be taken when contacted by authorities, state bodies, or institutions

When the Association of Content Providers, or a member thereof, is contacted in the course of an administrative, judicial, or other kind of public procedure by the proceeding body with a request concerning the delivery of data or information owned or managed by the Association or its member, i.e. asking for their cooperation in the procedure, Content Providers are advised to observe the following when formulating their response:

4.2.1. Content Providers assume responsibility of universal validity to give effect, within the framework of the fullest possible cooperation, to all legal requests executed by the proceeding body or person in a credibly justified manner in the course of its own proceedings.

4.2.2. Content Providers, their employees, and authorized representatives are entitled to demand evidence from the proceeding person or body regarding its competence to proceed and the legitimacy of the request.

4.2.3. However, Content Providers can not be obliged to deliver data or information that they may not legally have in their possession, since such data, incidentally coming into their disposal, must be immediately deleted (see also the provisions of the statement made by the public commissioner of data protection on the unlawfulness of delivering personal data related to participants of forums to the police [1]). According to Act LXIII of 1992 on the Protection of Personal Data and the Publicity of Data of Public Interest (Data Protection Act), the Content Provider can not be in charge of data management with respect to IP address and other data registered on the server (Paragraph 7 of Section 2), but the service provider, Internet service provider. While the Content Provider is not authorized to manage traffic data without the consent of the actual data subject, the Internet provider may do so to the degree required for providing the given service. The legal basis of the latter type of data handling is provided by Act C of 2003 on Electronic Communications, however, the provisions related to managing data and data protection can not be appropriately applied to issues of data protection related to services provided on the Internet. Taking all this into consideration, the Content Provider may not deliver the name, address, and other data related to the users of free services, like forums, ensuring participation without prior registration, to the authority or body submitting the request, since such data may not legally be at their disposal.

The Content Provider is obliged to publish a statement on data protection, accessible from its portal, containing information about the scope of the managed data, as well as the purpose, method, and time span of managing data, also describing the users' opportunities in asserting their rights. In case of services made available after registration, a data protection statement, relating to the management of the registered data, should be published allowing easy visibility and appearing simultaneously with registration.

4.2.4. Content Providers oblige themselves to cooperate in order to fulfill their obligations when contacted by other content providers, or service providers.

5. The integrity of contents

5.1. Content Providers, in all events, shall let their users see as clearly as possible which legal or natural entity operates the service being used, and whether its actual content belongs to the category of edited, paid, or user generated content. Likewise, links connecting to contents outside of the scope of the given content providing shall also be marked separately.

5.2. Content Providers shall refrain from employing technical and technological solutions that may be misleading or confusing to users in the above respects, except when misled users are informed about the fact of misleading before publishing the information or experience gathered in this manner, and they are provided an opportunity to deny publication. This

demand should be enforced especially in the case of WWW-contents, with regard to marking the URL on the users' webpage.

5.3. Content Providers commit themselves to avoid technological solutions delivering unsolicited contents to users, including, among others, the employment of automatically popping up browsing windows. This prohibition does not apply to "interstitial" pages providing access, for a limited time, between two pages of the same site, or to individual "pop-up windows" connected to certain pages of the service, as long as the window is limited in space (covering only a minor part of the page solicited by the user), and it can easily and definitely be closed.

5.4. Promotion via electronic letters may take place only with the definite prior consent of the consumer/recipient. In accordance with the relevant recommendations of the public commissioner of data protection, the delivery or transfer of any unsolicited promotional electronic letters qualifies as mismanagement of data, and is therefore prohibited. The personal data of consumers/recipients (including their electronic addresses) may be used by the advertiser, or the agent publishing the advertisement, only in case the formers have definitely opted in beforehand. The personal data of consumers/recipients (including their electronic addresses) may be used by the advertiser, or the agent publishing the advertisement, only for purposes the formers have authorized the use of these data, and may be transferred to a third party only with their expressed prior consent. It is regarded as mismanagement of data, and is therefore forbidden, to send electronic letters recommending services to consumers/recipients who have made their electronic addresses publicly available on the Internet in connection with some other service (e.g. classified advertisements) they have used, even if the recommended service is similar to the already used one (e.g. another classified ad service).

Obviously, it does not qualify as mismanagement of data, and therefore it is not forbidden, to collect, arrange in a database, and store e-mail addresses made available by their owners expressly in order to allow the delivery of comments or information related to the services they have used, or the work they have produced. However, in case of data supply aiming at the use of some other service, databases may not become connected.

5.5. Content Providers shall strictly avoid any solutions that make the content provided by some other provider appear as their own in the eyes of users, without a written agreement by the concerned provider to this effect. This prohibition applies, for example, to the representation of an exterior content in a frame controlled by the Content Provider, to the representation of pictures published by other providers on its own webpage, to the publication of the results of search or browsing accomplished inside a database, or database-like service, operated by external providers, on its own surface, as well as to all other similar solutions. This rule does not apply if the Content Provider is specifically authorized to carry out such activities.

5.6. In case they wish to provide a surface access (like a search window) within their own service to a database or database-like content operated by an external provider, Content Providers commit themselves to notify, in writing, the operator of the given service beforehand. Content Providers commit themselves to eliminate the access in case the operator of the database raises reasonable objections with respect to a certain solution. Objections pointing out that the given access is seriously damaging to the operator, evidently interfering with its interests, or threatening the integrity of services, are to be regarded as reasonable objections.

5.7. Content Providers commit themselves to integrate further services on the surfaces of their service providing (insertion in navigation, continuous representation in the content structure

by some other means), only when the compliance of these services with the prescriptions of the present Code is granted.

6. Archival

Since Internet content providing differs from both traditional printed and electronic press, the conditions of traceability and accountability are to be regulated by special means.

Content Providers commit themselves to archive all edited contents issued by them, as well as certain user generated contents, for 30 days after publication, and to make these available whenever this is justified. The obligation of archiving extends to unidentifiable edited contents (that, for instance, do not have a distinct URL), and also to contents that are available in their actual form only for a limited period of time. Content Providers commit themselves not to abuse the opportunities provided by Internet communication for disallowing accountability regarding any incidental flaws or mistakes made by them. At the same time, Content Providers reserve the right to correct any erroneously published information and formulations that may be misleading to users in their materials without special notification, ensuring that the information made available in their service correspond to their best knowledge. It is, however, a requirement that, in case a severely misleading formulation, causing disadvantage to a natural or legal entity, has been available to users for an extended period of time, the corrected version indicate the fact of modification.

Content Providers commit themselves to apply the general rules of correction in the press (whether it is voluntary correction, or correction imposed by the court), to the unique conditions of Internet content providing, and to make every effort so as the corrected version reaches users, presented in a manner, and for a period, which is appropriate with regard to the original publication.

7. The issue of contents tied to age limit; necessary warnings

Content Providers commit themselves to inform users before entering a service in case it is, wholly or partially, susceptible of being harmful for minors. Attention must be raised to the quality of such contents before accessing them, and the user must actively confirm that he/she has passed the prescribed age limit; the surface reserved for this purpose may not contain visual, textual, or any other kind of items pertaining to the actual content.

Content Providers commit themselves to make every effort to avoid the unsolicited presentation of any contents that are inappropriate for minors and juveniles, or severely injurious or shocking to a part of users. It is a basic principle to be respected in the case of both edited and user generated contents to notify users before accessing such contents.

Furthermore, Content Providers commit themselves to make services, or information regarding the ways of utilizing services, easily accessible, when these may be used for the prior filtering of pages accessible for minors (the so-called filters) in the hands of persons in charge of taking care of minors. Such filters may include, among others: - AOL Parental Control – Bair Filtering System – CSM Proxy Server – Cyber Sentinel – Eyeguard – Genesis – Ifilter – Internet Sheriff – I-Gear – Kahootz – Kidz.Net – Net Nanny – Surfwatch – Too C.O.O.L. – Websense.

8. Mixed provisions

The Board of the Association is responsible for the regular supervisions and mechanism of evaluation of the provisions of the present Code, occasionally by the involvement of experts appointed by the Board. Supervisions and evaluations must take place at least once a year.

The latest date of the next supervision is: 11 June 2005.

Appendix No. 1.

The code of ethics of content providing with respect to edited contents

Own content

With respect to the service provided by the Content Provider (regarding both freely accessible and exclusive parts), all information – generated in the editorial office of the Content Provider and/or released for service from its own database, – generated by a Content Partner, and made available to users, in a modified (edited) form, or without any modification, through the editorial system of the Content Provider, – released for service from the database and/or server belonging to the Content Partner, but within the frame system of the Content Provider, – generated and/or modified by any kind of mixed execution of the above processes – is to be regarded as own content.

I. Conscientious information providing

The demand of conscientious information providing means that decisions relating to trustworthy information providing are made with consideration of the interests of the users, the publicity, and the public, with regard to any questions arising in content providing.

1. Choice of subject

Subjects shall be chosen by the contributors of the Content Provider (CP) with consideration of the public's interest in the particular subject, or the degree of public interest served by the elaboration of the subject. Public interest, in this case, makes no distinctions as regards persons or organizations involved in the subject matter to be elaborated.

Public interest means that all important and significant information should reach the public. Such information should not be suppressed, unless editorial considerations demand otherwise, in which case the information shall be published at a later time, in a professionally more well-founded manner, completed with other information.

News items may be prepared with the sole purpose of presenting events, and never to influence them.

2. Accuracy

Content Providers must be accurate at all times. To this end, all information entered in the content must be checked several times – if necessary – with the help of outside experts. The source of information must be visible to users in every case, except when anonymity is claimed by the informer, in order to protect himself/herself (see also provisions of Section 6). The indication of source must contain all the essential factors influencing the information,

since a piece of information can be judged only by considering its source. Presented archival materials should be clearly distinguished from current materials.

For the sake of accuracy, every source of information must be handled with criticism: incidental mistakes are not excused if the material happens to be taken by the Content Provider from some other medium. It should also be taken into account that information might become obsolete quite soon, therefore information checked earlier should be checked again in the event of republication.

However, even in the case of the utmost conscientiousness as regards the performance of work, erroneous information might slip into the content: in such situations, the fault must be acknowledged immediately and corrected as clearly as possible. When publishing a correction, it is inappropriate to blame the mistake on other persons or organizations, unless the fact that they have committed it is informative in itself. In any other cases – when it can be justified that it was not the carelessness of the contributors of the Service Provider that caused the problem – the formula “for reasons beyond our competence” should be employed.

Corrections must be published not only when requested by some of the concerned parties: users should be made aware of any errors and the real facts also when the Content Provider is informed about the mistake by an outsider, or by one of its own contributors.

9. Impartiality

The demand of impartiality is one of the cornerstones of conscientious information providing. The Content Provider must render itself to the service of the publicity and the public as a whole, and never just a part of it, irrespective of age, gender, religion, race, sexual orientation, or position occupied in the society.

The content must reflect social diversity. Efforts must be made during elaboration to accord every event and opinion the deserved weight and extent, depending on its significance.

In contents managed by the Content Provider, diverse opinions must always be emphasized in accordance with their significance. It is indispensable to provide a space for everyone concerned by the information or opinion to be published by the author of the content in order to let them express their views.

If, despite all efforts, the author of the content fails to represent some important aspects of the content for reasons beyond his/her competence (for instance, the contacted person refuses to make a statement, imposes unacceptable conditions, or is impossible to reach), or is unable to provide the public person attacked in the content an opportunity to speak for any other similar reasons, this fact must be indicated in the content in a definite and clear manner.

4. Decency

While the requirements of decency must be observed by the Content Provider regarding its entire edited content, the risk of failure in presenting events or opinions that are expected to create general indignation should be avoided. The Content Provider is obliged to show outrageous events and opinions with decency: the subject of information and its representation can, and must, be distinguished. It is the duty of the authors of contents to make such distinction clear to users in every case. To this end, they should pay special attention to the context of publishing the given information.

The Content Provider shall strictly avoid the use of any arbitrarily shocking textual, visual, or audio means. The presentation of explicitly violent or erotic scenes, or the arbitrary use of

vulgar expressions, is to be avoided in all types of content. In case the mediation of a particular kind of information/service is impossible without publishing such contents, users should be notified about the forthcoming before being presented the given content, making it clear to them what to expect when clicking further on the page.

It should also be taken into account that it is not only cruel or sexual content parts that may be unpleasant or shocking, but also those that are more difficult to categorize to young users, or users who are sensitive for any other reasons. Thus the above rules apply to contents that are humiliating, generating extreme fear, etc., in persons or groups of persons. The purpose in such cases is, again, not the false representation of the real world by the Content Provider, but the consistent notification of users about the necessity of anticipating extreme experiences.

Considering the above, the arbitrary presentation of violent and brutal events must be avoided in news contents as well. When the introduction of these in the content is justified because it is impossible to mediate otherwise the magnitude, content and significance of the occurrences, the content manager must, again, notify users beforehand.

It is the duty of all the authors of contents working for the Content Provider to consider these issues while generating contents: decisions must be made with circumspection, taking all the relevant aspects into account. It is the right and duty of all authors of contents to consult, in detail, fellow workers, editors, or the editor in chief about the arising problem, before making a decision.

The authors of contents working for the Content Provider shall observe the rules of decency on-screen and off-screen as well. They shall communicate with the persons contacted, while generating contents, politely and respectfully – irrespective of their social position or role regarding the given content.

In every situation where, despite observing the regulations of the present code of ethics, the journalist is subjected to attacks, the Content Provider and the Hungarian Association of Content Providers shall defend the contributor of the Content Provider by all available means.

The contributors of the Content Provider shall observe the requirements of decency in their use of language as well. Apart from avoiding the arbitrary use of crude and vulgar expressions, this entails the observance of the phonetic, grammatical, and stylistic rules of the Hungarian language, and of the demands of clarity, as well as the need to refrain from bombastic or injurious phrases – unless, of course, divergence from these rules is employed as a stylistic element.

5. Clarity

With respect to the aims of generating contents, it is essential to make the most possible information available for as many people as possible. For this reason, it is highly important to make the contents of the Content Provider as clear as possible: besides being available for many people in terms of technology, they should be clear and understandable, for the widest range of people, in the linguistic, visual, and intellectual sense as well. To this effect, several aspects should be taken into consideration.

It is inadvisable to use expressions and phrases the meaning of which is probably unclear to a part of users interested in the given content. Therefore, the use of foreign terms and expressions that the concerned audience is not familiar with, as well as of ambiguous references, should be avoided.

It is important for both the Content Provider and its news contents to make users interested in news items. Their interest can be maintained only by ensuring, by all means, that they understand all information.

6. Rules of acquiring information

The contributors of the Content Provider must not transgress certain ethical rules as far as the acquisition of information is concerned. Public actors can be held accountable for moral offenses only insofar as the moral rules have not been violated by the contributor of the Content Provider during the acquisition of information relating to the person or organization to be held accountable.

Therefore: – content providers are forbidden to acquire information by misleading the source of information. The source of information must not be misled as regards the aim of acquiring information, the medium and the provisional date of publication (when the source demands to be informed about these circumstances). Situations in which the content producer obtains the consent of the misled person or institution to publication before publishing the information acquired in a misleading way, form exceptions to this prohibition; – it is forbidden to disclose the identity of a source of information that demands anonymity. In the course of their career, journalists may sometimes experience tremendous pressure informally (by other sources, politicians, co-workers, private acquaintances) or formally (by the police, the Public Prosecutor, the Courts) to reveal their informer. This, however, should not occur in any circumstances. At the same time, the journalist should let his/her editor, or some other immediate superior, know about the name of the informer. Besides his/her superiors, the journalist is not obliged to disclose the source of information to anyone else associated with the Content Provider, what is more, it is desirable that the identity of the source become known for as few people as possible, so that only few people can be subjected to pressure to reveal the informer. In case an official body demands the revealing of the informer, the journalist may be confronted with jurisdiction, moreover, he/she, as well as the Content Provider, may face threat of being punished. In such situations, however, the Content Provider shall stand up for its contributors. (Nevertheless, it is advisable to contact the source of information, asking for its authorization to disclose its identity); – purchasing information for money, or in exchange for other advantages or promises, is possible only if this is extremely justified. This increasingly applies to elected officials, civil servants, or any other persons paid from public funds; in other instances, this procedure may be a matter of consideration; – it is forbidden to steal or appropriate information or documents; – it is forbidden to trespass to land without permission.

When there is a strong reason to assume that the information to be acquired reveals a felony of greater magnitude than the offense committed by acquiring it, i.e. which severely interferes with public interest, or the publication of which would serve public interest to a significant degree, and apparently it would be impossible to acquire it otherwise, then acquisition in this manner is permissible within the law. The responsible manager of the Content Provider has the authority to determine whether these conditions exist, and he/she is responsible to make a decision in the spirit of the Code by taking into account all the relevant circumstances. In case the acquired information does not justify the presupposition, it must not be used.

However, sometimes the journalist must act promptly, in which case he/she can not ask for guidance from the editor. In such situations he/she must take into consideration the above circumstances. Inasmuch as the journalists takes a course of action that is in accordance with the spirit of the present Code, he/she shall be supported by the Content Provider and granted the appropriate legal and social protection, whatever attacks might befall him/her.

7. Rules of indicating the source of information

When the source of information is a person or an organization – it should be identified as long as this may be done without any restrictions: the person's position and the name of the represented organization should be indicated. The use of abbreviations should be avoided – except in the case of some abbreviations qualifying as proper names, like the UN, the NATO, or the names of parliamentary parties – when identifying the organization; – when the source of information may not be identified, it should be circumscribed by referring, within reasonable limits, to all the circumstances that have a significant impact on the quality of information: the degree of accessibility of information regarding the given source, its relationship to the subject of information, its communicative characteristics. However, in case it demands anonymity, the identity of the source should not be definitely disclosed by such circumscription.

When the source of information is another press organ, it should be definitely identified in every case. Indications such as “a daily”, or “a television program” are forbidden, even if the actual source happens to be the closest rival of the Content Provider.

II. Incompatibility

In order to be able to work in an unbiased and impartial manner, journalists must avoid subjects that concern them in an extra-professional way. Restrictions with regard to incompatibility may not sufficiently regulate, in the normative sense, all the potential situations involving incompatibility, thus, besides avoiding situations of incompatibility explicitly mentioned in the Codes, contributors of Content Providers are obliged to respect the spirit of the Code also when managing situations that, although not regulated here, nevertheless presumably involve incompatibility. In case the slightest suspicion arises in terms of some kind of incompatibility, or the contributor of the Content Provider experiences difficulties with regard to reporting on a particular issue in an unbiased and impartial manner, he/she should consult the editor or another immediate superior.

The contributors of the Content Provider are obliged to let their immediate superior know about any type of incidental attachments listed in this section, who, in turn, must treat such information with confidentiality.

1. Family relations

Content producers of the Content Provider should avoid working – or offering help to persons working – on issues directly concerning them or one of their relatives. Contributors and editors are forbidden to report, or edit reports, on such issues, respectively. Family relations are defined here as referring to first and second degree relatives of the journalist and people living in the same household.

2. Political connections

The contributors of the Content Provider are obliged to let their immediate superior know:

- if they are members of, or hold a positions in, any social organization,
- if they are members of, or hold a position in, any political party,

- if they assume a role in any kind of collectivity, which may concern or influence their work in relation to generating contents.

3. Business relations

The contributors of the Content Provider are obliged to let their immediate supervisor know: – if they are employed, on a contractual or permanent basis, by any companies or business undertakings, the activities of which concern their work for the Content Provider; – if they have work relationship, either on a permanent, or a temporary basis, with any companies that are, directly or indirectly, in state ownership to some extent, or receive provisions from the state budget.

The contributors of the Content Provider may not accept money, valuables, or information exchangeable for personal benefits, whether as compensation or as a present, from organizations, companies, or persons they have to, had to, or will have to report on in any form.

The contributors of the Content provider may contribute, as teachers or lecturers, to various forms of training for journalists, after having checked with the responsible supervisor at their workplace about their intention.

4. Business interests

The contributors of the Content Provider should not deal with companies, or subjects related to companies, that belong to them or anybody else pertaining to their circle of incompatibility – even if only indirectly or by cross-ownership – or that they are beneficiaries of, including cases of shareholding when this person owns a portion of shares of considerable value belonging to the given company. The same applies to the market competitors of such companies. While obviously respecting the right of its contributors to ownership, the Content Provider advises them to let their superior at the workplace know about their business interests, so as to maintain their own professional credibility.

The contributors of the Content Provider may not utilize their scope of activity, in the active or passive sense, in order to promote their own business interests. They must handle the information obtained in the course of their activities with confidentiality.

When the contributor of the Content Provider elaborates a subject the publication of which directly concerns the responsible publisher, or a proprietor controlling a significant part thereof, this should be indicated in the textual or audiovisual material – preferably at its beginning or end, or the part involving the concerned person – with precision.

III. Commercial relations

Any textual/visual/audio information inciting, directly or indirectly, its recipient to use the products or services provided by a particular company, partnership, or trade, qualifies as promotion.

This includes advertisements, i.e. contents presented characteristically detached from own content, by a visual and stylistic profile of their own.

This includes sponsored contents, i.e. information intending to serve this purpose by being adjusted to the structure of own contents, with the more or less extensive collaboration of the editors.

In editing its contents, the Content Provider must ensure, in every case, that users recognize contents qualified as promotion among the contents of the service, with as much clarity as possible.

1. The separation of promotion from the rest of the content

Paid and unpaid contents must, in every case, be separated within the Content Provider as clearly as possible. It is strictly demanded to avoid even the suspicion of subliminal advertisement with respect to the content: companies and/or products may not be mentioned unless such information is truly significant. Therefore, apart from the most justified cases, presentations of products and press conferences, or announcements made by companies, should be avoided not only within news contents, but also within service and other contents: in accordance with the demand of impartiality, companies and products should primarily appear in these contents, too, jointly and comparably with their market competitors.

2. The organizational activities of content producers regarding publicity

Contributors involved in generating contents must not undertake the promotion of any political or economic enterprise in any of the contents belonging to the Content Provider, thereby violating the requirements of conscientious information providing. In case a content producer faces such a demand, whether or not during generating contents, he/she is obliged to refer the person putting forth this demand to the competent staff member responsible for publicity matters. The content producer must make sure, in such situations, that the person in question is not going to assume to gain any kind of advantages on the basis of personal contact.

3. The sponsored contents of partners

The editors of the Content Provider shall make every effort in order to enforce their guidelines with respect to publishing contents delivered by partners. When this concerns a paid content but the partner has not consented to indicate this fact in a definitive manner, the given content should not be published.

4. Reporting on sponsored events

In the absence of an agreement made, in accordance with the above rules, with the sponsor of an event the Content Provider reports on, or broadcasts about, the competent editors are responsible to decide whether, and how, to indicate the sponsor in the content. In such situations, the nature of the event should be considered, and efforts should be made in order to avoid that the sponsor gain disproportionate advantages *vis a vis* competitors. It should be made clear, in every case, that the sponsor supported the event, and not the report.

5. Charitable actions and announcements

The Content Provider may support – with providing information or granting promotional space – actions or organizations with a charitable intent. The editors are obliged to examine the purpose, background, and reliability of each charitable action, and decide about potential support on the basis of this information: association of the Content Provider with actions that are badly organized or objectionable in terms of finances or on some other grounds, should be

avoided by all means. Efforts should be made so as none of the charitable organizations and initiatives enjoy disproportionate advantages *vis a vis* other actions of comparable significance and scale.

The separation of the reports on charitable actions from content parts promoting these actions is of utmost importance. Whenever the Content Provider, based on careful consideration of the situation, decides to support a particular charitable initiative by providing free services, this should always be clarified to the users.

The Content Provider assumes the duty to provide space for short announcements and pieces of information serving the benefit of broadly or narrowly defined public interests. In such instances, the editors are responsible to make every effort in order to ascertain the truth content of the information, and consider its relative importance. In these cases, too, it should be clarified that the announcement is not part of the regular flow of contents.

6. The presentation of publicity

Promotions placed on the pages should, in every case, be clearly distinguishable from own contents produced by the Content Provider.

Advertisements should be presented on the pages in the previously assigned places, in accordance with the customs emerging in the online media (banners). At the same time, Content Providers support the development and introduction of new kinds of promotional products, while respecting the above rules in their regard, as well.

In case the possibility arises, in connection with any advertisements, that users might mistake it for own content, a note saying “paid/supported advertisement/content” should be placed below or above the advertisement.

Sponsored contents should be separated, from the start, definitely and clearly from own contents. When the menu of a particular section includes points leading to both proper and sponsored contents, the points leading to sponsored contents should be visually separated from the rest, and introduced by a note saying something like “Our sponsors”. When a given page displays a mixture of proper and sponsored contents, the latter should be separated using a similar method.

The responsible managers of the Content Provider are obliged to specify the above rules, making them clear to their contractual parties, and to fully enforce them in the agreement about the promotional activity.

IV. Relations with public persons

1. Public person

For Content Providers, public persons include:

- persons in an elected position
- persons holding a public office
- persons performing their work in public (actors, musicians, sportsmen and sportswomen, artists, etc.)
- officers of companies directly or indirectly owned by the state to any extent, or enjoying a preponderant position, or interested in public procurement

- persons who might be interesting for the public because of their work or some kind of social activity

2. Rules of corresponding with public persons

The contributors of the Content Provider:

- may not offer, or promise, publicity to a public person in exchange for information;
- may not offer, or promise, a public person special treatment, in the journalistic sense, in exchange for information;
- may not abuse their power related to publicity in order to elicit information from somebody by promising to suppress other information;
- may not elicit information from somebody by the threat of making the person appear in bad light, or even by suggesting, or alluding to, the fact that they have the power to do so.
- may not abuse confidential information: apart from their editor or immediate superior, they may not disclose the source of background information to anybody, and they may not even make reference to its identity at the time of, or subsequently to, collecting and processing information;
- may not give confidential information in exchange for information;
- may not accept material or other advantages from public persons, and any justified representational costs they should incur (work lunch or dinner, drinks, etc.) must be covered by the Content Provider;
- are obliged to communicate with every public person with courtesy, according to the norms of social interactions, and are not supposed make them feel in case they have an opinion about them (see the section on Decency for more about this issue);
- must not provide information to public persons regarding the activities pursued by the contributors of the Content Provider, the business politics of the enterprise, the wages of the contributors of the Content Provider, etc.

3. Relations with the representatives of other media

Journalists constitute a peculiar group of public persons. The contributors of the Content Provider should communicate with the representatives of other media in the spirit of collegiality, while absolutely respecting the interests of their enterprise and the prescriptions of the code of ethics. Thus all the prescriptions related to the confidential treatment of information apply to the relations with journalists working for other enterprises: including the need of keeping the identity of informers in secret, or the prohibition of the abuse of information. The contributors of the Content Provider shall treat information related to the activity of the enterprise, its business relations, plans, and internal life, with confidence since by acquiring such information, market competitors may become advantaged *vis a vis* the company. The contributors of the Content Provider shall do their best in order to overtake competitors in the market competition, however, they should refrain from employing any unethical means: in accordance with the above, they must not abuse any information at their disposal.

V. Separation of the public and private spheres

1. Protection of personality rights

The Content Provider shall lay special emphasis on safeguarding the human, personality and citizenship rights of people participating, in whatever quality, in its content. It shall ensure that their personal data, or details about their private lives, are not disclosed in front of the public, when this would entail any disadvantages for them.

The right to one's own image and voice constitutes an inalienable part of personality rights. Therefore, the Content Provider shall make efforts to enforce the rules regarding the acquisition of information with regard to each person who is seen or heard in its contents in a way that he/she can be identified. This does not apply to mass or sport events, or any other occasions where making an appearance evidently involves the possibility of being photographed or filmed. It is the duty of the editors to continuously pay attention to this circumstance.

It is also the task of the editors to decide, in consultation with their competent managers and the given personality, in what concrete form should the protection of personality rights be realized in the individual case. The general rule to be observed stipulates that information pertaining to the scope of personality rights can be legitimately published only when it is, in fact, significant with respect to the content – this rule should be respected even if the person involved should consent to its wider publication.

It follows from the above that the Content Provider shall strictly hold onto the principle of the presumption of innocence: the suspects of crimes should be referred to, at most, by their first name and the initial of their family name before a definite judgment is passed, even if their full name have been published in other media; in most cases, it is sufficient to mention them without their name (“a 35-years-old man from Budapest”). In case of under-age or juvenile criminals, reference to their full names is to be avoided even subsequent to the judgment.

The Content Provider shall regard the protection of personality rights as its task not only with respect to Hungarian citizens and living persons. The duty towards the dead should be fulfilled, and the sensitivity of mourners must be respected. Persons involved in distant affairs should be treated in the same way as Hungarians. Cases where the person involved is, for any reason, not in the position to defend his/her interests to the full extent (minors, inmates of penitentiary institutions, the mentally disabled, foreigners staying in Hungary), are to be treated with special care.

The Content Provider should strictly avoid expressions that are insulting to particular persons or groups of persons, as well as extremist manifestations of other kinds. Where it is appropriate, it may, however, give space to such views expressed by public persons: in such cases, it should be made clear that the Content Provider does not agree with this view, considering it incompatible with its own basic principles. It is the duty of the editors to determine the most appropriate way of noting this in every case.

It is indispensable that the contributors of the Content Provider comply with the prescriptions regarding legal protection, not only while generating contents but twenty four hours a day. Thus they are forbidden to use, in any way, or transfer information, concerning anybody, which was acquired in the course of generating contents, or as a by-product of this activity.

2. Protection of the rights of the public

It is considered a basic principle by the Content Providers that the enjoyment of a well-defined scope of rights – though smaller in scale than the protection of personality rights, enjoyed by citizens who do not assume a public role – is the legal due of public persons. Thus the right to the strict respect for private life applies to public persons as well. However, the disclosure of some details of their private life and family relations to the public may be justified, when its purpose is precisely the presentation of the entanglement of the private and public spheres. Quotation of their statements made in the private sphere may be appropriate in certain cases, just like the disclosure of information even in regard to their family life, health condition, or other facts pertaining to the private sphere. It is a basic principle, however, that the collection and publishing of information should be relevant to the public life of the individual, while the subject of report may never be private life in itself. It is the duty of editors to determine when, and in what depth, the private life of a certain public person may be investigated.

When public persons are accused of some crime, the presumption of innocence is their legal due, just like with anybody else, whilst, in the vast majority of cases, the disclosure of their name and position is appropriate, or even necessary – and so it is important to emphasize these facts, in some alternative way, before a legal judgment is passed in their case.

Appendix No. 2.

Declaration of Data Protection

On the treatment and protection of personal data and information

In elaborating the rules contained herein, the provisions of Act LXIII of 1992 on the Protection of Personal Data and the Publicity of Data of Public Interest and of Act VI of 1998 on the promulgation of Convention on the Protection of Individuals with Regard to Automatic Processing of Personal Data, signed on 28 January 1981 in Strasbourg, as well as the recommendations included in the “ONLINE PRIVACY ALLIANCE” and statements issued by the parliamentary public commissioner of data protection, were taken into special consideration.

The aim of the present communication is to ensure, in all areas of service providing, that the rights and fundamental liberties, with special regard to the right to the respect for private life, shall be respected in relation to every individual, irrespective of their nationality or place of residence, in the course of the automatic processing of their personal data (data protection).

II. Definition of terms: In the course of enforcing the present communication:

‘personal data’ shall mean any data relating to a specific (identified or identifiable) natural person (hereinafter referred to as ‘data subject’) as well as any conclusion with respect to the data subject which can be inferred from such data. In the course of data processing such data shall be considered to remain personal as long as their relation to the data subject can be restored. An identifiable person is in particular one who can be identified, directly or indirectly, by reference to his name, identification code or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity;

‘special data’ shall mean any personal data relating to

- a) racial, or national or ethnic minority origin, political opinion or party affiliation, religious or ideological belief , or membership in any interest representing organisation;
- b) state of health, pathological addictions, sexual life or criminal personal data;

'data processing' shall mean any operation or set of operations which is performed upon data, irrespective of the applied procedure, such as collection, obtaining, recording, organisation, storage, alteration, use, transfer, making public, alignment or combination, blocking, deletion or destruction, as well as the barring of their further use. Photographing, sound or image recording, as well as the recording of physical characteristics suitable for personal identification (such as fingerprints, and palm prints, DNA samples and iris images) shall also be considered as data processing;

technical data processing' shall mean the performance of technical tasks related to data processing operations, regardless of the methods or means employed or of the place of application;

data transfer' shall mean making data accessible for a specific third party;

making public' shall mean making data accessible to any person;

'data controller' shall mean any natural or legal person or any organisation without legal personality that determines the purpose of the processing of data, makes decisions on data processing (including those as to the means of the processing) and implements these decisions or has them implemented by the technical data processor he has commissioned;

'technical data processor' shall mean any natural or legal person or organisation without legal personality that carries out the technical processing of personal data, either on commission by the data controller or pursuant to a rule of law;

'destruction of data' shall mean the complete physical destruction of data or of the data carrier containing them;

personal data filing system' ('filing system') shall mean any structured file of personal data, whether centralised, decentralised or dispersed on a functional or geographical basis, that is accessible according to specific criteria;

'data file' shall mean the totality of data processed in a filing system;

Quality of personal data (hereinafter referred to as data) and requirements regarding personal data in the course of their automatic processing:

- a) data are to be acquired and processed only in a fair and legal way;
- b) data are to be stored with a definite and legal purpose, and should not be used in any other ways;
- c) data should be commensurate with the purpose of storing them, and should satisfy this purpose, beyond which their extension is improper;
- d) data should be precise and, when necessary, up-to-date;
- e) data should be stored in a way so as to allow the identification of the subject of data only for the period necessary with respect to the purpose of storage;
- f) the automatic processing of data concerning racial origin, political views, religious or other kind of convictions, as well as health and sexual life, is not allowed, unless the national law provides appropriate guarantees. This applies to personal data related to criminal judgments, as well.

g) appropriate security measures must be taken in order to prevent unlawful deletion or accidental loss, as well as unlawful access, modification, or dissemination of personal data, in order to ensure the protection of personal data stored in the automated data collection.

III. Further guarantees protecting the subject of data:

Everyone has the right to

- a) be informed about the collection of personal data, its main objectives, as well as the identity of the person managing the collection, and his/her regular place of residence or registered office address;
- b) be notified, in reasonable intervals and without excessive delays or costs, whether his/her data are stored in an automated data collection, and to be informed about such data in a comprehensible form;
- c) correct or delete these data as easily and fast as possible, excluding the management of data prescribed by the law;
- d) have recourse to legal remedies in case his/her legal right to be informed or, if justified, request regarding the publication, correction, or deletion of data is not fulfilled. At the request of the concerned person, the manager of data shall provide information regarding the data managed by him/her, or processed by a data processor commissioned by him/her, as well as concerning the aim of managing data, its legal basis, duration, the name and address (registered office address) of the person managing the data, his/her activities in connection with the management of data, and, furthermore, about who, and for what purpose, receive, or have received, these data. The manager of data is obliged to provide this information, in a written and easily understandable form, as soon as possible, but no later than within 30 days from the submission of the request. In case his/her rights are infringed, the concerned person may start court proceedings against the manager of data. The manager of data is obliged to compensate for any damages caused by the unlawful publication of data belonging to the concerned person, or by infringing the requirements of technical data protection. The manager of data is responsible to the concerned person also for any damages caused by the processor of data. The processor of data is exempted from any responsibilities when he/she can prove that the damage has been due to some inevitable cause, outside of the scope of processing data. The damage is not to be compensated for when it is due to the willful act or severely uncaring attitude of the damaged person.

Personal data shall not be processed unless

- a) the data subject has given his consent; or
- b) ordered by an Act, or – based on authorisation conferred by an Act, and within the range of data specified therein – ordered by a local government decree. On grounds of public interest, an Act may order the making public of an explicitly defined range of personal data. In all other cases data may not be made public without the consent, in the case of special data without the written consent, of the data subject. In cases of doubt it shall be presumed that the data subject has not given his consent. The data subject shall be presumed to have given his consent in the case of data communicated by him in the course of his public appearances or handed over by him for making them public.

'Purpose-bound Nature of Data Processing' Personal data shall be processed only for a specified purpose, in order to exercise a right or perform an obligation. This purpose shall be complied with in all phases of the data processing. No personal data shall be processed unless indispensable and suitable for the achievement of the purpose of the data processing, and only to the extent and for the duration necessary to achieve that purpose.

'Data Transfer and Combination of Data Processing Operations' Personal data shall not be transferred and data processing operations shall not be combined unless consented to by the data subject or provided for by an Act, and unless the conditions for data processing are met with regard to each personal datum.

'Data Security' The data controller and, within its scope of activities the technical data processor, shall ensure data security and shall take all technical and organisational measures and elaborate the rules of procedure necessary to enforce compliance with this Act and other rules pertaining to data protection and confidentiality. Data shall be protected in particular against unauthorised access, alteration, transfer, making public, deletion or destruction, as well as against accidental destruction or damage. If personal data are transferred via a network or other information technology equipment, the data controller, technical data processor and the operator of the telecommunications or information technology equipment shall take special protective measures to ensure the technical protection of personal data.

Guidelines of data protection

The Content Provider assumes the responsibility of publishing a clear, unambiguous notice, attracting attention, prior to recording, registering, and managing any data belonging to users, to provide information about the means, purpose, and principles of recording data. Furthermore, when the recording, registering, and managing of data is not prescribed by the law, the Content Provider shall raise users' attention to the voluntary nature of providing data. In case of compulsory provision of data, the legal provision prescribing the management of data must be identified. The person concerned must be informed regarding the purpose of managing data, and about who is going to manage and process them. Information about data management is seen as accomplished when the legal provision prescribes the recording of data by their transfer from, or connection with, an already existing collection of data.

Whenever the provided data are intended to be used by the Content Provider for purposes differing from the original purpose of recording the data, it must inform the user, and obtain his/her definite prior consent, or provide an opportunity for him/her to forbid the use of data.

The Content Provider must comply, at all times, with the restrictions, included in the basic principles, in the course of recording, registering and managing data, and inform concerned persons about its activities, according to their demands, via electronic correspondence. The Content Provider assumes the obligation not to enforce any sanctions against users refusing facultative data provision.

The Content Provider assumes the obligation to ensure the security of data, and takes the technical and organizational measures, as well as develops the procedural rules, necessary for ensuring the safety of the recorded, registered and managed data and, furthermore, it prevents the deletion, unauthorized utilization, and unauthorized modification of data. The Content Provider also assumes the responsibility of calling the attention of any third persons it transfers or delivers data to, in a legal manner, to their obligations in this respect.

In all cases when the service provided by the Content Provider is specifically intended to be used by minors, or when the data provided by the user clearly suggest that the person is a minor, the Content Provider assumes the obligation to make the utilization of the service – inasmuch as this is technically possible – dependent from the consent of parents (person in charge), and, in such situations, it makes the service unavailable whenever consent is missing.

Within this framework, the guideline of data protection, issued by the Content Providers, contains the following:

1. name, registered office address, and contact information of the manager of data
2. name, registered office address, and contact information of the processor of data
3. information automatically journalized by our servers. Our users' IP-address, the type of the operation system and browsing program they use, and well as some other information are automatically registered by our servers. This information shall be used by the Content Providers only in an accumulated and processed (aggregated) form, in order to correct occasional defects of our services and improve their quality, as well as for statistical purposes. We shall not connect data, in any way, with other data provided by users. Data stored in journal files are to be kept by the manager of data for ... days, and subsequently deleted. Data provided at registration shall be deleted by the manager of data at the user's request, within 1 working day after the submission of the request of deletion. Requests of deletion should be submitted via e-mail to:
4. Cookies. Some of our services place a so-called cookie on our users' computer. The only purpose of cookies is to facilitate the authentication of users, and they are not to be used for any other purposes. In case the user disallows the reception of cookies he/she shall not be prevented from utilizing our services, unless the Content Provider gives prior notification to the contrary.
5. Provision of personal data at registration. In order to use particular services provided by the Content Providers, users must fill registration a form. We shall manage information generated during registration with the utmost discretion and confidentiality, disallowing their access by any unauthorized persons. Users are requested to provide such information so as to generate statistical data, or ensure the payment for services subject to charge. This is to help us improve our services according to the users' interests. Some of the information is put at our partners' disposal, in an accumulated, processed and anonymized form, so that our partners can improve their services according to the users' interests. Some of the information may be published in a statistical and anonymized form, in order to inform interested persons about the functioning of our services.
6. Data suitable for contacting users individually. Data suitable for contacting users individually (e.g. e-mail addresses) shall be used only for purposes consented by the user beforehand, and – apart from exceptions prescribed by the law – shall not be transferred to a third party in any circumstances without the prior written consent of the user. In exceptional situations, when required for expanding our service offers, we send information material to our users. However, in case the user decides to use the given service, which will be put at his/her disposal when consented to it, we shall always inform him/her in advance about the kind and quantity of the delivery to be expected. In case the express consent to receive other services by the user is missing, he/she may be provided solely and exclusively those services his/her consent applies to, and only as long as he/she does not express objections.

The Content Provider shall not connect, in any way, personal data generated within its services with personal data it manages as an Internet provider, or with any other of its databases.

7. Data suitable for the physical contact of users. Data suitable for the physical contact of users shall be collected only in case this is absolutely necessary regarding the kind of the given service (e.g. bookstore). Data shall be used exclusively for purposes that users have consented to, and shall not be transferred to a third party in any circumstances, unless this is prescribed by the law.

8. Opportunities for public communications. Channels of public communications (e.g. forums), representing a part of our services, are to be exploited by users only on their own responsibility. Users are vested with the copyright attached to their contributions, while the Content Provider has the right to quote or multiply them without restrictions. Contributions may be printed, downloaded, or disseminated by a third party only for private use, any may be utilized only after obtaining a written authorization of the Content Provider. Our users are reminded that legal provisions concerning public communications (Act IV of 1959 and Act IV of 1978) apply to contributions appearing on public communication channels. Data suitable for contacting users exploiting communication services individually shall be managed with the utmost discretion and confidentiality, preventing their access by any unauthorized persons, and shall not be transferred to a third party in any circumstances, unless prescribed by the law.

Data stored in journal files are to be kept by the manager of data for ... days, and subsequently deleted. Data provided at registration shall be deleted by the manager of data at the user's request, within ... working days from the submission of the request of deletion. Requests of deletion should be submitted via e-mail to: ...

Measures of data protection: Data are stored on a dedicated server, installed in the server hosting center of, and owned by the Content Provider/..., guaranteeing their protection for ... hours.

Users' rights concerning the management of their personal data:

Users may request information regarding the management of their personal data. At request, the manager of data shall provide information to the concerned person regarding his/her data being managed, the purpose, legal ground and period of data management, the name, address (registered office address) of the person processing the data, his/her activity related to the management of data, as well as about the identity of any persons the data have been released to, and the purpose of releasing data to them. Requests for information should be submitted via e-mail to ..., and responded within ... working days. Users may request the deletion of their data, in accordance with the specifications of the section on the period of data management.

Available means of enforcement:

Act LXIII of 1992 on the Protection of Personal Data and the Publicity of Data of Public Interest (Data Protection Act) provides the basis of the proceedings by the manager of data. Users may utilize their opportunities regarding the enforcement of rights in court, on the grounds provided by the Data Protection Act and the Civil Code, and they may request help from the public commissioner of data protection, too.

With further questions and observations, please contact the operator by e-mail at ...

9. Links. Our services contain several contact points (links) that lead to the webpages managed by other providers. The Content Provider is not liable for practices of data and information protection pursued by these providers.

BASIC PRINCIPLES OF MODERATION

I. FORUMS

The Forum is a free service of The forums of ... are moderated. The publisher of ..., refuses any responsibility regarding damages caused by destructive programs and applications – like viruses, worms, macros, or other unlisted programs and applications – incidentally placed in some contributions. Nevertheless, it shall do everything in its power to avoid and filter out these destructive programs and applications.

II. USERS

The forums of ... are public and available for everyone. While non-registered users may only read forums, registered users may publish their views, opinions and thoughts, in accordance with the regulations specified in BASIC PRINCIPLES OF MODERATION contained herein.

Anyone registering as a user of the Forums of ... , thereby accepts and understands the rules and conditions defined in BASIC PRINCIPLES OF MODERATION contained herein.

The services of the forums of ... are exploited by users at their own responsibility.

III. DATA PROTECTION

Given their nature, Internet forums – like the one belonging to ... – ensure the anonymity of their users. Within certain limitations, users may select a pseudonym (“nick”) at they wish.

The ... shall make all efforts within its scope of responsibility so as to protect the personal data of users, according to the prevailing law and the recommendations of the public commissioner of data protection.

An important aspect of this is that, inasmuch as the user introduces himself/herself in a way that makes the real (“IRL”) identification of his/her person possible, this information becomes knowable, storable and usable to anyone. Such instances fall outside the scope of responsibility of ... that, at best, may only sanction the recopy of, or reference to, incidentally deleted data.

By publishing it, users relinquish their right of controlling their contribution, and may not lay any material or other kinds of claim to it in the future.

... refuses any responsibility regarding the content of contributions. However, in case a particular content interferes with its own interests, the interests of other persons, or of the public, ... may delete it without any offering an explanation.

In case of a particularly well-founded and reasonable claim, ... may eliminate the given pseudonym at the user’s request, by transcribing it to a “Deleted nick”, thereby merging the concerned contributions in the mass of thousands of contributions stored under this collective name – such a step, however, involves a decision that is made exclusively by the editors and moderators.

Thus all of our users are solicited to please consider, carefully and thoroughly, the content and form of contributions they intend to publish, before they are actually made! It is worth to bear in mind, while making such considerations, that forums are archived by ... , and therefore any – or even all – of the contributions made by a given nick are available to, and can be traced by, anyone, even several years after their publication!

IV. MODERATION

All the forums of ... are moderated. Moderators perform their work on a voluntary basis, at the request of Their basic task is to ensure the possibility of normal conversation. Moderating, therefore, is essentially subjective; its only control is provided by the fact that moderators representing diverse opinions and temperaments see, watch, and occasionally supervise the activities of, and measures taken by, each other.

Distinct forum groups are moderated by different circles of moderators.

Moderators can not edit or partially delete the contributions that appear in the forums; they may either leave them unchanged, or delete them completely.

When deemed necessary, moderators inform users about interventions in the content in the Announcements section.

Given that there are relatively few moderators, none of them can see every contribution of all the forums. We therefore ask our users to notify, via electronic mail, the circle of moderators in charge of the given forum in case they come across any entry that, in their judgment, is contrary to some of the clauses of Basic Principles of Moderation contained herein, or appears to interfere with cultured conversation in some other way.

1. Deletion of contributions

It is the right and duty of moderators to mark for deletion contributions in the database of forums, which realize any of the conditions listed below.

1.1. Illicit contributions

Contributions that are contrary to the prevailing law at the time of their publication, or contain invitation to, or reporting for, a criminal act or any other kind of violation of rights, are considered illicit.

1.2. Forgery of nicks

Nick (pseudonym) is the vehicle of the virtual personality. In contrast with the real personality, it can not bear responsibilities, nevertheless, it is invested with certain limited rights. Therefore, it is advisable to proceed carefully when choosing a nick.

It is not allowed to choose a nick that, in real life, represents:

- a proprietary name,
- the name of a living or historical – Hungarian or foreign – public person or publicly known personality, unless it is the user's registered name,
- a name interfering with the rightful or reasonable interests of another person,
- an obscene or dirty word,
- a racist term or an expression that is injurious or abusive regarding other people's religious or national affiliation or nationality,
- a potential implicit or explicit advertisement.

In case a user happens to register – in good faith – the variant of a nick already existing in the Forum, the moderators may ask the user who registered later to choose a new, or alternative, nick, and transcribe the pseudonym in question to the new one. (When necessary, the nick registered later may be restricted in making contributions while transcription is in process.)

1.3. The assumption of illicit nicknames

It is also forbidden to use a nick that may unequivocally be associated with another nick that is (temporarily or definitively) suspended. Such an act may result in the immediate and definitive suspension of the nick in question.

1.4. Destruction of topics

Technical destruction: copy of JAVA-applications, large pictures (>100kB), large-sized texts, or links, pictures, corrupted HTML-codes, automatically starting downloading of files, re-routings, and any other interventions that change the size or emergence of topics, or inhibit their proper use.

Destruction of content: aggressive or off-topic contributions strikingly and deliberately inhibiting and disturbing the flow of cultured conversation.

Repetition (“flood”): In case of unintentional (that is, accidental) repetitions, leaving one entry, the rest of them shall be deleted. When someone places a particular contribution several times in one or more topics, this will be regarded as intentional flood.

1.5. Vulgar or aggressive and threatening tone

It is the duty of moderators to determine, considering the character of the given forum and topic, whether a particular contribution is vulgar, aggressive, or threatening.

1.6. Contributions dealing with editing or moderating, or the editors or moderators, yet appearing outside the forum dedicated to this specific purpose, called “To the Editors”, shall be deleted or moved.

1.7. The unauthorized publication of the real personal data (name, place of residence, workplace, position, etc. – the so-called “IRL data”) of any person is forbidden, and shall be deleted, unless the concerned person has already published them (in one of the forums managed by ...). In the latter case, too, it is obligatory to refer to the contribution made by the concerned user in which his/her personal data are published, or which contains a link definitively leading to these data.

1.8. Contributions containing indecent pictures, or which are intimidating or apt to incite hatred, as well as links directing to webpages containing such topics, are also considered illicit.

1.9. It is not allowed to start topics that are insulting or degrading with respect to a nick, or which have a vulgar title or content definitively associated with (a) certain nick(s). When a nick finds a topic dealing with it injurious, it may request the deletion of the topic even if the topic does not exhaust the conditions discussed above.

In order to protect easy flow and readability, besides the contributions that are contrary to the Basic Principles of Moderation – and therefore marked for deletion – the responses given to such contributions shall also be deleted (especially when the participant used the “response to this” function when making the contribution).

Considering the above, it is not advisable to react to contributions probably violating the Basic Principles of Moderation within the given topic, since these reactions shall also be deleted. Notification of the moderators in charge is a much more effective way to manage the situation.

2. Suspensions

Moderators may restrict the entitlements of users violating the rules, or intentionally or repeatedly inhibiting cultured conversation (i.e. infringing any of the clauses of V.1.). Suspension may be partial or full in scope, temporary or definitive. The most frequent terms of suspension are: one week, one month, definitive – depending on whether the given nick has violated the Basic Principle of Moderation for the first time, or as a recidivist.

The amounts of suspension are not necessarily inflicted in this order; when seen as appropriate, moderators may impose the most severe punishment right away, or they may “jump over” intermediary steps.

In strikingly rough situations, besides the definitive suspension of the given nick, all of its contributions published that far may be deleted as well.

The forgery of nick or the assumption of an illicit nickname, as well as any other situations when somebody registers, or tries to register, by a nick similar to an already existing one registered in the Forum – and thus potentially causing delusion – or cases involving the unauthorized use of the name of historical personalities, contemporary (Hungarian or foreign) public figures, or of other (legally protected) names and designations, may result, besides the deletion of contributions, in the withdrawal of all entitlements by the moderators.

Recopying of, or quoting from, contributions deleted by the ... or the moderators also entail the withdrawal of entitlements.

Given the specific position of the forum on Politics among the forums managed by ..., quoting from contributions made in the Politics forum in any other forums – and especially in the topics belonging to “To the Editors” forum – should be avoided! Contributions made outside the Politics forum, yet explicitly political in character, shall be judged much more severely, compared with other kinds of contributions, by the moderators competent in the given forum.

3. Transfer and fusion of topics

3.1. Transfer

Sections (topics) started, according to the moderators, not in the proper forum group, shall be transferred to the thematically appropriate forum group.

3.2. Fusion

Topics started with similar contents, or on similar subjects, will be fused by the moderators. Concerned topics will be relocated to the one that has precedence in terms of its starting date.

Appendix No. 4.

RULES OF PROCEDURE ADOPTED BY THE AD HOC COMMITTEE OF THE HUNGARIAN ASSOCIATION OF CONTENT PROVIDERS

On the enforcement of the provisions of the Code, control, and the consequences and sanctions of the violation of rules

The AD HOC COMMITTEE OF EXPERTS of the Hungarian Association of Content Providers is in charge of applying the rules as well as in executing procedures of “pre-qualification” and “authentication”. The Committee operates as follows:

HEAD I
GENERAL RULES

1.

(1) The ad hoc committee of the Hungarian Association of Content Providers (henceforward: Committee) is in charge to proceed in cases involving the violation of the rules of the Code of Content Provision (henceforward: Code) as well as in cases of disciplinary offense defined in clause 2.3.1. of the Statutes.

(2) At request, the Committee takes a stand on concrete, individual cases regarding the interpretation of the Code, as well as in procedures of “pre-qualification” and “authentication”, and, upon the request of the concerned parties, in all situations where the object of procedure does not concern the violation of the Code but involves taking a stand in a dispute between the concerned parties.

2.

The procedures of the Committee should be based on the application of the provisions contained in the present regulation.

3.

The personal scope of regulations includes the members of the Hungarian Association of Content Providers and non-member claimants and persons claimed, who have requested legal remedies or preliminary statements from the Committee, or concerning whom legal remedies or statements have been requested from the Committee.

4.

The Committee starts procedures only at request.

In case of non-member claimants, procedures concerning legal redress, as defined in Paragraph (1) of Section 1., and statements, as defined in Paragraph (2) of Section 1., are performed by the Committee on the payment of a fee. The amount of the fee is 50 000 Forints. When the claimant is a private person, the procedure is free of charge. In case of requesting a statement concerning the monitoring of the activities of the claimant to determine whether these are in accordance with the rules of the Code (henceforward: “procedure of authentication”), the procedure is also free of charge. Likewise, the fee of the procedure is not to be paid by the claimant who is accepted as a member upon accomplishing the “procedure of pre-qualification”.

Procedures are carried out by the Committee behind closed doors.

HEAD II
THE PROCEEDING COMMITTEE

5.

(1) The Committee is appointed by the president of the Association, failing whom by a member of the board, within 5 days from the reception of the request. The Committee has 3 members. Its members are: a) a member of the board of the Association, b) an expert listed among the experts of the Association and appointed by the plaintiff (henceforward: “claimant”), c) an expert listed among the experts of the Association and appointed by the party the complaint has been lodged against (henceforward: “claimed”).

(2) In case of statements related to individual cases, the President – after considering the circumstances of the issue at point – decides about the persons in charge of carrying out the procedure. Likewise, it is within the powers of the President to appoints the persons in charge of the procedure when the “claimant” or the “claimed” fails to name its expert within 3 days from the reception of the request.

(3) The Committee should be appointed in a way so as to ensure that its members have the necessary expertise regarding the given subject.

6.

(1) The proceeding Committee can not accept a person as a member who a) is identical with the claimant or the claimed, has permanent legal relations with any of these, e.g. with the purpose of performing some work, or is authorized or obliged jointly with any of them, b) is a representative, or an ex-representative, of the person defined in a), in the latter case only if the representative has acted in the case in point, c) is a relative or affiliated enterprise of the person defined in a) or b), or a representative as defined in a) or b), d) participated in the case at hand as a witness or expert, e) anybody who, for some other reason, is not expected to form an objective judgment in the issue. (2) The relative defined in paragraph (1) is a relative in direct line or his/her spouse, an adoptive or foster parent, an adoptive or foster child, the spouse, a brother or sister, partner or fiancé, a relative of the spouse in direct line or his/her brother or sister, the spouse of the brother or sister, or an ex-spouse. (3) The affiliated enterprise defined in paragraph (1): is the subsidiary company of one of the parties, - a company owned by one of the parties, in which the given party owns at least 10 (ten) percent of the votes, - or of which one of the parties is the direct or indirect proprietor.

7.

(1) When a motive of exclusion exists with respect to a person, he/she must notify the president of the Association about this. Motives of exclusion may be referred to by both the claimant and the claimed. (2) In case of the existence of a motive of exclusion, the president of the Association is obliged to make a decision regarding the exclusion within 3 days, and, in the meantime, appoint a new committee member if necessary.

HEAD III

INSTITUTION OF PROCEDURES

8.

Any person is entitled to submit a claim to the Committee if a) the conduct that is contrary to the rules of the Code interferes with his/her rights or rightful interests, b) he/she is a member of the Association, c) he/she is interested in the statement of the Committee to be made as a result of its procedure, in accordance with Paragraph (2) of Section 1.

9.

The claim must include a) the name and office address of the company submitting the claim (in case of natural persons, the name and his/her e-mail or mailing address), b) the name and address of the representative, c) the probability of injury of lawful interests, including the verification of interestedness, which can be examined by the Committee in effect, d) the description of the objectionable conduct, including the facts and proofs in which the claim is grounded, e) the supervention of the infringement of rights, the time of its cognizance, and its probable explanation, f) in case of a request of statement, all the relevant facts and

circumstances of the particular issue or problem, its founding documentation or other reliable evidence, g) in case of procedures of “pre-qualification” and “authentication”, all significant information concerning the activities of, and services provided by, the claimant, their founding documentation or other reliable evidence, h) a definite appeal for the decision of the Committee.

The Secretariat shall carry out preliminary qualification with respect to the formal appropriateness of the claim.

10.

(1) In case of non-compliance with the rules, the claim should be submitted within 15 days from the supervention of the infringement. (2) When the infringement is cognized by the claimant only later, or he/she was impeded in submitting the request, the 15 days deadline starts with the cognizance of the infringement, or the disappearance of the impediment. (3) No claims can be submitted 6 months after the supervention of the offense. (4) Claims must be addressed to the attention of the Committee at the Secretariat of the Association together with the payment of the fee of procedure. The address, work hours, and other necessary information about the Secretariat are provided on the homepage of the Association as well as by other means of publicity.

HEAD IV

PROCEDURE OF FIRST INSTANCE IN CASES OF VIOLATION OF THE CODE OR THE STATUTES

11.

(1) Upon receiving the claim, the following actions shall be taken by the Committee: (a) in case of establishing its lack of authority, it refuses the claim, b) in case of an incomplete claim, it calls upon the claimant to complement it with the missing parts within 5 days, and warns him/her that, upon submitting an incomplete claim again, or failing to supply the missing parts, the claim shall be refused, c) in delivering the complete claim, it advises the claimed party to submit its written notes and incidental counter-claim, attaching the supporting evidence, to the Committee within 3 days, in case the agreement specified in point c) has not materialized. (2) In cases coming under point d) of paragraph (1), the Committee schedules a trial within 15 days, notifying the parties, and warning them, at the same time, that their absence shall not prevent deliberation.

12.

(1) At the trial, the Committee shall give the parties a hearing and examine the presented evidence. (2) Anything may become valued as evidence as long as it can support some of the facts in front of the Committee. The Committee shall carry out the hearing of witnesses and external experts, when necessary. (3) The parties may make observations, regarding the propositions of the other party, at any time during the trial. (4) The Committee is bound to examine solely the evidence presented by the parties, it is not obliged to collect evidence *ex officio*. (5) After the propositions are made by the parties, the Committee closes proceedings and makes a resolution on merits. When particularly justified, the trial may be postponed once, by a maximum of 10 days.

13.

(1) In the resolution by the Committee closing the proceedings a) unfounded claims are refused, b) substantiated claims are approved and the infringement of norms is established by

indicating the relevant provisions of the Code, c) when necessary, the claimed is obligated to change its offensive conduct and restore the original state of affairs, e) satisfactory reparations, or the reimbursement of the fee of procedure paid by the claimant, may be demanded from the claimed, as a sanction, f) depending on the severity of the offense, the claimed may be banned from practicing its entitlements for a certain period, with respect to announcing its belonging to the Association and its use as a reference, g) depending on the severity of the offense, other rights originating in membership, e.g. the right to vote, enjoyed by the claimed, may be suspended for a certain period of time, h) depending on the severity of the offense, the claimed may be excluded from membership in the Association in case of repeated offense of rules, the decision regarding the affair being always published on the homepage of the Association, and, if the infringement has been established, obliging the claimed to publish it on its own webpage. (2) The Committee is obliged to justify its decision in writing in the resolution closing the case, making reference to all accepted or rejected evidence, and indicating the reasons of acceptance and rejection. (3) The resolution of the Committee is considered communicated upon its delivery.

HEAD V.

LEGAL REMEDY

14.

(1) In case of the infringement of procedural rules, the parties may appeal against the resolution of the Committee.

(2) Appeals, addressed to the President of the Association, must be submitted within 8 days at the Secretariat of the Association. In cases of disciplinary offense, the general assembly is authorized to make a second degree resolution. When missing the deadline of appeal, no justifications are accepted.

15.

(1) The appeal is jointly investigated by the president of the Association and two legal experts, within 8 days from the deadline of appeal.

(2) The president a) rejects unfounded appeals, b) approves of well-founded appeals, establishing the procedural error, c) in case of the severe infringement of procedural rules, it commissions the Committee to undertake new proceedings.

HEAD VI.

STATEMENT, “PRE-QUALIFICATION” and “AUTHENTICATION”

16.

(1) The Committee is obliged to issue a statement made in accordance with Paragraph (2) of Section 1 within 8 days from the reception of the complete claim. In extraordinary circumstances, this deadline may be postponed once, by a maximum of 8 days. The deadline of proceedings regarding procedures of “pre-qualification” is 30 days. (2) The Committee is bound by its previous statement in case a new procedure is undertaken and carried out in accordance with Paragraph (1) of Section 1.

HEAD VII.

DECLARATORY STATUTES

17.

(1) Day usually means calendar day. When the last day of the deadline falls on a holiday, the deadline expires on the following working day.

(2) Failing to enforce the legally binding resolution of the Committee – or what is regarded by the proceeding committee as such, after the careful consideration of the circumstances of the case – is considered an extremely severe infringement of norms.

18.

Procedures of “pre-qualification” and “authentication” extend to all services provided by the claimant, including those maintained (in whatever legal form) by a company that forms the claimant’s property in at least 50 percent, or under its control ensuring an at least 50 percent influence. In accordance with clause 5.7. of the Code of Content Providing, procedures also extend (irrespective of relations of property or control) to services that (also) appear to users, or a group thereof, integrated in the services managed by the claimant.

Procedures of “prequalification” and “authentication” do not extend (unless justified by relations of property and/or control) to services apparently integrating the service provided by the claimant.