

Announcement by Society ARTISJUS Hungarian Bureau for the Protection of Authors' Rights

on remunerations payable for making musical works available to the public on demand, and on other terms and conditions of licensing (I25)

ARTISJUS hereby establishes the following tariffs in accordance with the provisions of Section 16(1), Section 18, the second sentence of Section 26(8) and Section 27(3) of Act LXXXVI of 1999 on Copyright (hereinafter: Copyright Act) and Sections 146(1) and 59(1) of Act XCIII of 2016 on the Collective Management of Copyrights and Rights Related to Copyrights (hereinafter: Collective Rights Management Act) to be paid for licensing the making of already published musical works or parts of them (except for musical-dramatic works, their scenes and sections) available on demand and the other terms and conditions of licensing such works.

Chapter I

Remuneration to be paid in consideration of the licence

1. Musical works and music videos

1.1 Making works available on demand free of charge without the possibility of download (e.g. background music for a website)

Number of work or part of work (number of items)	Remuneration	Minimum remuneration for a part of a work under 1 minute in length HUF per month	Minimum remuneration for a part of a work or a full work 1 to 7 minutes in length HUF per month
1 to 10	10% of the other revenues generated in connection with the use, but at least the minimum remuneration	HUF 2,651	HUF 3,978
11 to 100		HUF 11,937	HUF 31,835
101 to 500		HUF 37,142	HUF 55,714
501 to 1,000		HUF 66,326	HUF 74,286
above 1,000		HUF 66,326 + HUF 5 per work	HUF 74,286 + HUF 11 per work

For the purposes of remuneration calculations, a work or a part of a work exceeding 7 minutes in length constitutes a new work for each additional seven-minute period started.

1.2.1 Making works available on demand (i) for a fee without the possibility of download or (ii) with the possibility of download free of charge or for a fee:

Categories	Remuneration	Minimum remuneration for use not allowing download (per access)	Minimum remuneration for use allowing download (per download)
Musical work and music video per each seven-minute period started	10% of the fee paid for access and 10% of other revenues generated in connection with the use, but at least the minimum remuneration	HUF 2	HUF 28
Access to an entire music album	10% of the fee paid for access and 10% of other revenues generated in connection with the use, but at least the minimum remuneration	for each music minute started, calculated per work HUF 1	for each music minute started, calculated per work HUF 2

A maximum one-minute-long musical work or part of a musical work available as a ringtone	10% of the fee paid for access and 10% of other revenues generated in connection with the use, but at least the minimum remuneration		HUF 28
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1.2.2 Sample works: making works available on demand free of charge without the possibility of download and only as an auxiliary service to the use defined in Section 1.2.1.

Number of musical work and music video samples (parts of works) under 1 minute in length	Remuneration per month (HUF)
1 to 500	HUF 2,651
501 to 1,000	HUF 3,978
above 1,000	HUF 6,631

The service provider may set off the monthly remuneration payable under this Section against the remuneration payable by the service provider under Section 1.2.1 for the same month and for the same service up to the amount of that remuneration. If the service provider is not required to pay remuneration under Section 1.2.1 for the given month, it shall be required to pay remuneration under this Section, and no remuneration for a different period may be set off against the payable remuneration.

1.3 Making works available on demand for a subscription fee

Notwithstanding Sections 1.1 and 1.2, the following remunerations are payable if musical works are made available on demand as part of a subscription-based content provision service:

1.3.1 If the service provider makes musical works, music albums and music videos available on demand for a monthly subscription fee (or for a fee for a different period) without specifying the number of uses in advance and without allowing download, the remuneration amounts to:

- 15% of the subscription fee per subscriber but at least a minimum monthly remuneration of HUF 198 per subscriber.

1.3.2 If the service provider makes musical works, music albums and music videos available on demand for a monthly subscription (or for a fee for a different period) for a different service (e.g. as part of an Internet or mobile telecommunication service) to the subscriber in a way that, considering the subscription, there is no separable fee for the on-demand service, without specifying the number of uses in advance and without allowing download, the remuneration is:

- HUF 263 per month per subscriber of the service concerned.

1.3.3 If, as part of its service defined in Section 1.3.1 or 1.3.2, the service provider also allows musical works, music albums or music videos to be downloaded, the following remunerations shall be paid by the service provider in excess of the remuneration defined in Section 1.3.1 or 1.3.2:

if a specific number of downloads is available to the subscriber as a part of the subscription, HUF 5 is payable as a remuneration for each download of musical works/music videos and for each started seven-minute period;

- if the service provider makes downloading available for a separate fee, the remuneration is 10% of the separate fee, but at least HUF 14 minimum remuneration per each download of musical works/music videos and for each started seven-minute period.

1.4 Making ringtones available on demand

For ringtone services other than the services specified in Sections 1.1–1.3 (ring back tones, fun dials, ring echo ringtones, etc.) the following remuneration is charged:

- 8% of the subscription fee paid to the service provider; and

- 8% of the fee charged by the service provider for selecting the musical work, but at least the minimum remuneration of HUF 22 per work, and

- 8% of the fee charged by the service provider for allocating the musical work to a call number, but at least the minimum remuneration of HUF 22 per call number.

2. Musical works in films

2.1.1 Making works available on demand free of charge without the possibility of download:

Total length of film	Remuneration	Minimum remuneration HUF/film/month
Films with music (concerts, programme with music, musical portraits, etc.) up to 30 minutes in length	8% of other revenues generated in connection with the use, but at least the minimum remuneration	HUF 315
Films with music (concerts, programme with music, musical portraits, etc.) between 31 minutes and 60 minutes		HUF 631
Films with music (concerts, programme with music, musical portraits, etc.) exceeding 61 minutes in length		HUF 1,260
Feature films up to 30 minutes in length	5% of other revenues generated in connection with the use, but at least the minimum remuneration	HUF 218
Feature films between 31 and 60 minutes in length		HUF 441
Feature films exceeding 61 minutes in length		HUF 882
Other films and audiovisual content up to 30 minutes in length	4% of other revenues generated in connection with the use but at least the minimum remuneration	HUF 156
Other films and audiovisual content between 31 minutes and 60 minutes		HUF 315
Other films and audiovisual content exceeding 61 minutes in length		HUF 560

2.1.2 Contrary to Section 2.1.1, if a user makes a maximum of 100 films or other audiovisual content not exceeding 30 minutes in length available on demand as per Section 2.1.1 of Chapter I, and the purpose of use is to make its website more interesting – similarly to website background music service –, the presentation of its services or products or a similar purpose, the user shall pay the remuneration specified in Section 1.1 of Chapter I, calculated based on the aggregate number of the musical works, parts of works, films and audiovisual content made available.

2.1.3.1 The user shall pay the minimum remuneration (within the meaning under Section 1 of Chapter II) specified in Section 2.1.1 as remuneration if the use does not generate any revenue, or if the use generates revenue, but the remuneration calculated on the basis of the revenue is lower than the minimum remuneration.

2.1.3.2 The user shall pay twice the minimum remuneration according to Section 2.1.1 as remuneration if the user generates revenue from the use, but the calculation of the remuneration payable on the basis of such revenue is not possible because the user fails to fulfil the obligation to make the necessary accounting in accordance with Section 4 of Chapter II and fails to do so within the minimum 10-day grace period specified in the written request of ARTISJUS.

2.1.4 Sections 2.1.1, 2.1.2 and 2.1.3 shall not be applicable when the member of the public pays consideration for or in connection with accessing the work (whether such consideration is paid per view, as a subscription fee or in other forms). Therefore, these Sections shall not apply in particular if on-demand access is granted for a fee without the possibility of downloading, and the service provider also makes works available temporarily and free of charge within the scope of the service (e.g. for attracting an audience, as a gift or for promotional purposes). A remuneration shall be paid by the service provider for these works at the rates specified in Section 2.2.1 (which may not be less than the minimum remuneration), with the appropriate application of Section 2.2.2.

2.2 Making works available on demand (i) for a fee without the possibility of download or (ii) with the possibility of download free of charge or for a fee:

2.2.1

Total length of film	Remuneration	Minimum remuneration for use not allowing download (per access)	Minimum remuneration for use allowing download (per download)
Films with music (concerts, programme with music, musical portraits, etc.) up to 30 minutes in length	8% of the fee paid for access and 8% of other revenues generated in connection with the use, but at least the minimum remuneration	HUF 14	HUF 21
Films with music (concerts, programme with music, musical portraits, etc.) between 31 minutes and 60 minutes		HUF 24	HUF 28
Films with music (concerts, programme with music, musical portraits, etc.) exceeding 60 minutes in length		HUF 27	HUF 35
Feature films up to 30 minutes in length	5% of the fee paid for access and 5% of other revenues generated in connection with the use, but at least the minimum remuneration	HUF 9	HUF 12
Feature films between 31 and 60 minutes in length		HUF 12	HUF 21
Feature films exceeding 61 minutes in length		HUF 21	HUF 27
Other films and audiovisual content up to 30 minutes in length	4% of the fee paid for access and 4% of other revenues generated in connection with the use, but at least the minimum remuneration	HUF 8	HUF 9
Other films and audiovisual content between 31 minutes and 60 minutes		HUF 12	HUF 14
Other films and audiovisual content exceeding 61 minutes in length		HUF 17	HUF 17

2.2.2 In the case of films and other audiovisual content, if with respect to music use, the service provider fulfils the data reporting obligation stipulated in Sections II.4.1.3 and II.4.1.4 and required under the licence agreement concluded on the basis of this Tariff Announcement regarding each film or audiovisual content concerned by the use, the remuneration is payable in the same proportion as the proportion of the length of music use in the film and the total length of the film (*pro rata temporis* rule). In the absence of appropriate data reporting, the service provider shall pay the remuneration specified in Section 2.2.1 based on the number of films and other audiovisual content.

2.2.3 If access is provided on demand without the possibility of download but for a fee, and the service provider makes works available temporarily and free of charge within the framework of the service (e.g. for attracting an audience, as a gift or for promotional purposes), a remuneration shall be paid for these works at the rates specified in Section 2.2.1 (which may not be less than the minimum remuneration), applying Section 2.2.2 *mutatis mutandis*.

2.3 Making works available on demand for a subscription fee

Notwithstanding Sections 2.1 and 2.2, the following remunerations are payable if films and other audiovisual content are made available on demand as part of a subscription-based content provision service:

2.3.1 If the service provider makes available on-demand films and other audiovisual content for a monthly subscription fee (or for a fee for a different period) without specifying the number of uses in advance and without allowing download, the remuneration is

- 5% of the subscription fee per subscriber, but at least a minimum monthly remuneration of HUF 30 per subscriber.

2.3.2 If the service provider makes available on-demand films and other audiovisual content in connection with a monthly subscription (or for a fee for a different period) for a different service (e.g. as part of an Internet, IPTV or mobile telecommunication service) in a way that there is no separate fee for the on-demand service without specifying the number of uses in advance and without allowing download, the remuneration is

- of the subscription fee, 6% of the part of the fee that is related to the use as verified by the service provider with accounting documents, and 6% of any other revenue generated by the use, but at least HUF 30 per month for each subscriber affected by the service.

2.3.3 If, as part of its service defined in Section 2.3.1 or 2.3.2, the service provider also allows films and other audiovisual content to be downloaded or makes certain works temporarily available for download for a fee within the framework of the service, the service provider shall also pay the remunerations defined in Section 2.2 for this use.

3. Making musical works available on demand in a radio or television broadcasting organisation's own programme (e.g. the archives of the organisation's own programme)

3.1 Making works available on demand free of charge without the possibility of download:

Number of programmes / parts of programmes	Remuneration	Minimum remuneration HUF/month
Up to 100	4% of other revenues generated in connection with the use but at least the minimum remuneration	HUF 12,766
101 to 1,000		HUF 38,302
1,001 to 3,000		HUF 51,070
3,001 to 5,000		HUF 95,757
5,001 to 10,000		HUF 132,783
10,001 to 20,000		HUF 199,175
20,001 to 30,000		HUF 255,351
30,001 and above		HUF 306,422

3.2 Making works available on demand (i) for a fee without the possibility of download or (ii) with the possibility of download free of charge or for a fee

Total length of programme / part of programme:	Remuneration	Minimum remuneration for use not allowing download (per access)	Minimum remuneration for use allowing download (per download)
up to 15 minutes	4% of the fee paid for access and 4% of other revenues generated in connection with the use but at least the minimum remuneration	HUF 5	HUF 9
between 16 minutes and 30 minutes		HUF 11	HUF 14
between 31 minutes and 60 minutes		HUF 17	HUF 19
exceeding 60 minutes in length		HUF 25	HUF 25

3.3 If the radio or television broadcasting organisation makes an item available on demand in its own programme communicated to the public by broadcast or otherwise (excluding programmes made available on demand), without allowing download, free of charge and without generating any other revenue, as an alternative to the payment of the minimum remuneration specified in Section 3.1, the broadcasting organisation may choose to pay ARTISJUS for such use the remuneration payable based on its revenues under the "RTV" Tariff Announcement applicable to the same period, increased by 2%, or, in the case of a use in accordance with Section 3.5, by 2.5%, at its option. If the radio or television broadcasting organisation chooses this option, it is still required to pay a minimum remuneration of HUF 15,958 in total in exchange for making works available on demand. If the radio or television broadcasting organisation chooses to pay the 2.5% remuneration rate for the use referred to in Section 3.5, the last sentence of Section 3.5 shall not apply to the payment of the minimum remuneration, i.e. the minimum remuneration shall be paid on a one-off basis and not according to the number of Member States where its service is actually available. The radio or television broadcasting organisation may only select this option if it notifies ARTISJUS of its choice in writing, within 30 days of the effective date of this Tariff Announcement.

3.4.1 This Section 3 may not be applied to cases when musical works, music videos, programmes with music and feature films are made available separately on demand as in these cases the remunerations specified in Sections 1 and 2 are payable for the radio and television broadcasting organisation's use.

3.4.2 If the radio or television broadcasting organisation chooses to pay remuneration in accordance with Section 3.3 and, in the same service for which it has made this choice, makes an item covered by Section 3.4.1 available on

demand under the same conditions as in Section 3.3 in its own programme communicated to the public by broadcast or otherwise (excluding programmes made available on demand), without allowing download, free of charge and without generating any other revenue, as an alternative to the payment of the minimum remuneration specified in Section 1 and 2, in the case of such use, the broadcasting organisation may also choose to pay ARTISJUS for such use the remuneration payable based on its revenues under the “RTV” Tariff Announcement applicable to the same period, increased by 2% in the case of use under Section 3.3, or 2.5% in the case of use under Section 3.5, at its option. If the radio or television broadcasting organisation chooses this option, it is still required to pay an additional minimum remuneration of HUF 15,958 per month in addition to the minimum remuneration under Section 3.3 for making works available on demand. If the radio or television broadcasting organisation chooses to pay the 2.5% remuneration rate for the use referred to in Section 3.5, the last sentence of Section 3.5 shall not apply to the payment of the minimum remuneration, i.e. the minimum remuneration shall be paid on a one-off basis and not according to the number of Member States where its service is actually available. The radio or television broadcasting organisation may only choose this option if it notifies ARTISJUS of its choice in writing at the same time as it chooses to pay the remuneration under Section 3.3.

3.5 This Section shall also apply if the use under this Section by a radio or television broadcasting organisation having its principal place of business in Hungary is an ancillary online service in accordance with Section 26(8a) and (8b) of the Copyright Act. In this case, the use shall be deemed to take place exclusively in Hungary, and the radio or television broadcasting organisation shall report the data required for the calculation of the remuneration (accounting) and the data required for the allocation of the remuneration (data reporting) pursuant to Section 4 of Chapter II in respect of all Member States of the European Economic Area where its service is actually available and in respect of which data subject to such obligation, in particular data relating to the revenue generated by the use or the number of access and downloads, are generated. In the case of the application of this Section, the radio or television broadcasting organisation, if making the choice as per Section 3.3 above, shall pay the minimum remuneration set out in that Section for each Member State of the European Economic Area where its service is actually available.

4. Making musical works available on demand in an online media product

4.1 When works are made available in an online media product on demand free of charge without the possibility of download, the publisher of the online media product shall pay the following remunerations:

Film or audiovisual content or parts thereof – up to 30 minutes in length (number of pieces)	Remuneration	Minimum remuneration HUF/month
Up to 100	4% of other revenues generated in connection with the use but at least the minimum remuneration	HUF 15,958
101 to 1,000		HUF 53,061
1,001 to 5,000		HUF 92,858
5,001 to 20,000		HUF 132,653
above 20,000		HUF 198,982

4.2 When works are made available in an online media product on demand (i) for a fee without the possibility of download or (ii) with the possibility of download free of charge or for a fee, the publisher of the online media product shall pay the following remunerations:

Film or audiovisual content or parts thereof – up to 30 minutes in length (number of pieces):	Remuneration	Minimum remuneration for use not allowing download (per access)	Minimum remuneration for use allowing download (per download)
up to 15 minutes	4% of the fee paid for access and 4% of other revenues generated in connection with the use, but at least the minimum remuneration	HUF 5	HUF 9
between 16 minutes and 30 minutes		HUF 11	HUF 14

4.3 This Section 4 may not be applied individually to making musical works, music videos, films or audiovisual content exceeding 30 minutes in length available on-demand. If these are used in an online media product, the remunerations specified in Sections 1 and 2 shall apply.

5. Services (e.g. IPTV) related to the retransmission of certain digital radio and television broadcasts

5.1 Notwithstanding Sections 1, 2, 3 and 4, the following remunerations are payable when musical works are used in connection with certain interactive service options of the retransmission of digital radio and television broadcasts:

5.1.1 Network-based personal video recorder (NPVR) service

If the service provider provides a network-based personal video recorder service, it shall pay the following remunerations:

- 3% of the part of the subscription fee payable for the retransmission of digital radio and television broadcasts, but a monthly minimum of HUF 11/subscriber.

5.1.2 Timeshift service (i.e. catch-up service or archive TV service)

If a timeshift service is provided by the service provider, it shall pay the following remunerations:

- 4% of the part of the subscription fee payable for the retransmission of digital radio and television broadcasts, but a monthly minimum of HUF 17/subscriber.

5.1.3 If the service provider provides both a network-based personal video recorder service and a timeshift service, a total of 6% of the part of the subscription fee payable for the retransmission of digital radio and television broadcasts, but at least a minimum monthly remuneration of HUF 24/subscriber is payable for the two services.

5.1.4 If the NPVR and/or the archive TV services are not available for all channels within a subscription package, the remuneration is payable on the average percentage of the availability of the NPVR and/or the archive TV services.

5.2 If the user offers the NPVR and/or archive TV services to its subscribers without extra charge or free of charge in connection with the digital radio and television programmes communicated or retransmitted to the public, and fulfils its data reporting and accounting obligation regarding the digital radio and television programmes communicated or retransmitted to the public in accordance with the Cable-I and Cable-II Tariff Announcements of ARTISJUS in force during that period, and furthermore, undertakes to provide the additional information (accounts) required for the calculation of the remuneration payable under this Section as defined in the licence agreement, and undertakes to pay the remuneration specified in Sections 5.2.1, 5.2.2 and 5.2.3 for the whole subscription package without applying the pro rata amount as per Section 5.1.4, which is irrespective of the fact that the NPVR and/or archive TV services are not provided for all channels within a subscription package, then, by way of derogation from Section 5.1, the following fees shall be payable for the use of musical works for certain interactive sub-services of digital radio and television program retransmission services:

5.2.1 In the case of providing network-based personal video recorder (so-called NPVR) service, a remuneration of HUF 3/subscriber/month is payable.

5.2.2 In the case of providing a timeshift service (i.e. catch-up service or archive TV service), a remuneration of HUF 5/subscriber/month is payable.

5.2.3 If the service provider provides both a network-based personal video recorder (so-called NPVR) and a timeshift service, a total remuneration of HUF 8/subscriber/month is payable.

5.2.4 The user shall be exempted from the data reporting and accounting obligations as per Section 4 of Chapter II of this Tariff Announcement for those periods (months) of use for which it has fulfilled its obligation to pay remuneration in accordance with Sections 5.2.1, 5.2.2 and 5.2.3.

5.3 No remuneration is payable for a subscription package with no available NPVR and/or the archive TV services in it.

6. Making musical works uploaded by persons using the service available on demand by a content sharing service provider (Section 57/A-57/H of the Copyright Act)

6.1 When musical works uploaded by persons using the service are made available on demand free of charge without the possibility of download, the content sharing service provider shall pay the following remuneration:

Remuneration	
Category	Rate of remuneration
User content	3% of other revenues generated in connection with the use, but at least the minimum remuneration of HUF 0.85 per access
Music-themed user content	13% of other revenues generated in connection with the use, but at least the minimum remuneration of HUF 1.59 per access

6.2 The remuneration under Section 6.1. shall be paid by the content sharing service provider in accordance with Section 57/C of the Copyright Act in respect of any non-commercial or non commercial-scale revenue generating making available on demand by users of the service made for the purposes of that service provider’s content-sharing service, and, in such cases of use, the licence available with the payment of such remuneration shall also extend to the making available on demand by users of the service.

6.3 If the content sharing service provider provides on demand services in accordance with Sections 6.1 and 6.2 for a fee without the possibility of download, or for a fee or with the possibility of free of charge download, it shall pay the remuneration set out in Sections 1 and 2 of Chapter I in this Tariff Announcement, respectively, according to the characteristics of the use. Section 6.2 applies to the licence to use thus obtained.

6.4 If the content sharing service provider provides on-demand services in a manner other than as regulated in Sections 57/A to 57/H of the Copyright Act, with respect to which the provider does not comply with the provisions of Section 57/A of the Copyright Act, and qualifies as a service provider within the meaning of this Tariff Announcement, it shall pay the remuneration set out in Sections 1 and 2 of Chapter I in this Tariff Announcement, respectively, according to the characteristics of the use.

6.5. The licence that the content sharing service provider may obtain under Section 6.1 or 6.3 shall not apply to the commercial use or commercial-scale revenue generating use by service users. Such persons must obtain a licence to make the works available on demand under the relevant provision of Chapter I of the Tariff Announcement. The licence for making works available on demand thus obtained by the service user shall also apply to the content sharing service provider under Section 57/C of the Copyright Act within the scope of the licence granted to the user.

7. Making musical works available on demand by way of podcasting

7.1 Making works available on demand free of charge without the possibility of download:

Number of podcast audio programmes / parts of programmes (pcs)	Remuneration	Minimum remuneration HUF/month	Remuneration where the podcast includes music-themed podcast audio programmes	Minimum remuneration HUF/month where the podcast includes music-themed podcast audio programmes
1 to 30	4% of other revenues generated in connection with the use but at least the minimum remuneration	HUF 2,352	6% of other revenues generated in connection with the use but at least the minimum remuneration	HUF 2,940
31 to 100		HUF 6,468		HUF 8,232
101 to 300		HUF 12,936		HUF 16,464
301 to 600		HUF 23,520		HUF 29,400
from 601		For 601 and above, HUF 35 is payable for each new programme/part of programme		For 706 and above, HUF 47 is payable for each new programme/part of programme

7.2 Making works available on demand (i) for a fee without the possibility of download or (ii) with the possibility of download free of charge or for a fee

Number of podcast audio programmes / parts of programmes (pcs)	Remuneration	Minimum remuneration for use not allowing download HUF/month	Minimum remuneration for use allowing download HUF/month	Remuneration where the podcast includes music-themed podcast audio programmes	Minimum remuneration for use not allowing download HUF/month, for music-themed podcast audio programmes	Minimum remuneration for use allowing download HUF/month, for music-themed podcast audio programmes
1 to 30	4% of the fee paid for access and 4% of other revenues generated in connection with the use, but at least the minimum remuneration	HUF 2,940	HUF 2,940	6% of the fee paid for access and	HUF 3,528	HUF 3,528
31 to 100		HUF 8,232	HUF 8,232	6% of other revenues generated in connection	HUF 9,996	HUF 9,996
101 to 300		HUF 16,464	HUF 16,464	with the use but at least the minimum remuneration	HUF 19,992	HUF 19,992
301 to 600		HUF 29,400	HUF 29,400		HUF 35,280	HUF 35,280
from 601		For 601 and above, HUF 47/month is payable for each new programme/part of programme			For 601 and above, HUF 58/month is payable for each new programme/part of programme	

7.3 Making works available on demand for a subscription fee

In departure to Sections 7.1 and 7.2, the following remunerations are payable if podcast audio programmes are made available on demand as part of a subscription-based content provision service:

7.3.1 If the service provider makes podcast audio programmes available on demand for a monthly subscription fee (or for a fee for a different period) without specifying the number of uses in advance and without allowing download, the remuneration amounts to:

- 5% of the subscription fee per subscriber, but at least a minimum monthly remuneration of HUF 58 per subscriber;
- where the podcast includes music-themed podcast audio programmes, 6% of the subscription fee per subscriber, but at least a minimum monthly remuneration of HUF 82 per subscriber.

7.3.2 If the service provider makes available on-demand podcast audio programmes in connection with a monthly subscription (or for a fee for a different period) for a different service without charging a separate fee for the on-demand service and without specifying the number of uses in advance and without allowing download, the remuneration is

- 5% of other revenues generated in connection with the use, but at least a minimum remuneration of HUF 58/month per subscriber;
- where the podcast includes music-themed podcast audio programmes, 6% of other revenues generated in connection with the use, but at least a minimum monthly remuneration of HUF 82/month per subscriber.

7.4 This Section 7 shall only apply to the use of musical works and parts of musical works included in (parts of) podcast audio programmes.

7.5 This Section 7 may not be applied to cases when musical works, music videos, and programmes with music are made separately available on demand, as in these cases the remunerations specified in Sections 1 and 2 are payable for the use. This Section 7 may not be applied to making the items included in the radio organisation's own programme available on-demand; these are subject to the provisions of Section 3.

8. Making musical works available on demand in the context of communication of a concert or event to the public

8.1.1 Making works available on demand free of charge without the possibility of download if the service provider does not collect any other revenue from the use:

	Nature of access by the audience	Audience number (number of listeners/viewers)	Remuneration (HUF per online concert or event first communicated to the public and for 30 days thereafter)
Online concert, event	accessed by a limited number of people at the same time (e.g. a limited number of registered users)	1 to 100 people	HUF 2,471
		101 to 200 people	HUF 9,269
		from 201 people	HUF 18,539
	access to an indefinite size of audiences	indefinite	HUF 18,539

8.1.2 If the ratio of works not protected by copyright exceeds 50%, the remuneration due is 66.6 % of the remuneration specified in the above Section.

8.2 Making works available on demand without the possibility of download if the service provider collect ticket revenues from the use:

Type of online event	Remuneration (HUF per online concert or event first communicated to the public and for 30 days thereafter)	Minimum remuneration
Online concert where music is the main service	8% of ticket revenues or other revenues excluding VAT, or if the proportion of not-protected works exceed 50%, 5% of ticket revenues (excluding VAT) or other revenues, but at least the minimum remuneration	The remuneration set out in Section 8.1 in proportion to the number of audience
Online event where music is not the main service	6% of ticket revenues or other revenues excluding VAT, or if the proportion of not-protected works exceed 50%, 5% of ticket revenues (excluding VAT) or other revenues, but at least the minimum remuneration	

8.3 The remuneration rate under Sections 8.1.2 and 8.2 reduced considering the proportion of not protected works may be applied if the user fulfils its accounting and data reporting obligations under Section 4.1 of Chapter II, within the due time and in the form provided for in this Tariff Announcement, and therefore, the remuneration payable can be calculated and paid within the time limit set out in Section 3.2.1.

8.4 By paying the remuneration in accordance with Section 8.1 or 8.2, the user may obtain the licence to make the musical works available on demand or to communication them to the public in the cases specified in Sections 8.1 and 8.2 for the day of the first communication to the public of the concert or event and for 30 days thereafter, including the making of the online concert or event available on demand repeatedly or continuously during this period.

8.5 The making of musical works available on demand not covered by Sections 8.1 or 8.2, or a period exceeding that set out in Section 8.4, shall be subject to the payment of the remunerations set out in Sections 1 or 2, depending on the nature of the use, and a licence may be obtained upon payment of such remunerations.

Chapter II

General terms and conditions of the Tariff Announcement

1. Definitions

For the purposes of this Tariff Announcement, the terms listed below shall have the following meaning: 1.1 Network-based personal video recorder (NPVR) service: the digital recording for the subscriber of a permanent copy of any copyrighted content selected by the subscriber from the programme sequence, the provision of a personal video recorder service at a remote storage location controlled by the service provider and at a distance from the digital decoder or set-top box; and making available the works on demand to the subscriber at any point in time from that remote location.

1.2 Making a work available on demand for a fee: a form of making a work or content available on demand when the member of the public pays a certain amount in exchange for the access (typically per access or per work/content), including when access is conditional on purchasing a product or using a service, except for the case when the member of the public pays a subscription fee for access.

1.3 Other revenues: revenues generated by the service provider in connection with the use, regardless of their source, including payments and services carried out in the form of transfer of tangible property or performing activities that are covered by the service provider's reporting and bookkeeping obligations according to the effective accounting laws. Other revenues exclude any consideration to be provided by a member of the public in any form for access to the work. Other revenues specifically include advertising revenue generated in connection with the use.

1.4.1 Subscription fee: the fee to be paid by the member of the public (subscriber) as a flat rate fee for monthly periods or other time units, in exchange for which the service provider makes several works or content or all works or content available in its service available on demand. The reporting/account-keeping obligations of the relevant service provider (as set out in the effective accounting laws) extend to such subscription fees in all cases, regardless of whether the subscriber has actually paid the subscription fee to the service provider.

1.4.2 Subscriber: member of the public who can access the service against payment of a subscription fee.

1.5 Other similar message connected to the use of a work: a service through which the service provider makes available musical works (or parts of works) on demand but only for perception purposes and, within this framework, the service provider makes a work (or a part of a work) individually selected by the user of the service from those made available on demand perceptible to a third party in a manner connected to the user's own message.

1.6 Film or audiovisual content: a series of moving images connected with sound regardless of whether or not it qualifies as a film protected by copyright. For the purposes of this Tariff Announcement, this definition excludes music videos.

1.7 Ringtone (ring back tone, fun dial, ring echo ringtone, etc.): a musical work or a part of it selected by the subscriber from the service provider's database; the ringtone is assigned to a call number and replaces the ringtone audible to the caller.

1.8 Timeshift service (catch-up service or archive TV service): an interactive service option connected to the retransmission of digital radio and television broadcasts, where radio and television broadcasts included in various packages are made available temporarily as a programme sequence for on-demand access at times selected by the subscriber during the period of availability of the delayed perception of programmes, but for a maximum of seven (7) days after the original retransmission of the programme sequence, starting from the programme selected by the subscriber.

1.9 Making a work available on demand free of charge: a form of making a work available on demand whereby a member of the public does not pay any amount in exchange for or in relation to the access, neither per access nor in the form of a subscription fee or in any other form.

1.10.1 Online media product: a newspaper or news portal registered by the relevant authority, operating under editorial responsibility and made available through an electronic communication network.

1.10.2 Publisher of an online media product: a natural person, legal person or business association without legal personality that is registered as the publisher in the official register of online media products.

1.11 Ticket revenue: the consideration payable by a member of the public as a prerequisite for access by the member of the public to an online concert or online event, including in particular the value of a ticket, admission, donation ticket, sponsorship ticket, invitation, personal identifier, and the calculated value of a free ticket (honorary, professional, etc.) equal to the value of the highest number of tickets sold commercially under this Tariff Announcement, to which the reporting/account-keeping obligations of the relevant service provider (as set out in the accounting laws in effect

from time to time) apply to such fees in all cases, regardless of whether the member of the public has actually paid the fee to the service provider.

1.12 Minimum remuneration: an amount of remuneration payable for making works available to the public that is payable under the relevant section of the Tariff Announcement even if the service provider does not generate any revenue in connection with the use, or the remuneration calculated on the basis of revenue is below the minimum remuneration.

1.13 Fee paid for access: the consideration paid by the member of the public for making works available on demand for a fee. The reporting/account-keeping obligations of the relevant service provider (as set out in the effective accounting laws) extend to such subscription fees in all cases, regardless of whether the member of the public has actually paid the subscription fee to the service provider.

1.14 MMS (multimedia message): a service through which the service provider forwards to mobile phones a group of data that is connected to visual display and includes musical works (or parts of works) made available by the service provider.

1.15 Mobile phone ringtone: a musical work or part of work not exceeding 1 minute in length that is used for signalling the receipt of data transmitted by any technical solution through an electronic communication network to a mobile phone and whose primary purpose is notifying the user of the mobile phone of the fact that data is received, with a distinctive character. Mobile phone ringtone includes true tone ringtones as well as video ringtones (hereinafter: ringtone).

1.16 Making a work available to the public on demand: making works or parts of works (hereinafter: works) available by cable or otherwise to the public in such a way that members of the public may access the works so that they can choose the works, the time and the location of access individually (hereinafter: making a work available to the public on demand/use of a work made available to the public on demand). A work is considered made available on demand regardless of whether members of the public are allowed to download the selected works to a computer or other media.

1.16.1 Use not allowing download: making works available to the public in such a way that the service provider only allows the selected work to be perceived (listened to) by the member of the public but this person is not allowed to make a permanent copy to his/her computer or any recording media.

1.16.2 Use allowing download: making works available to the public in such a way that the service provider allows members of the public to make a permanent (restricted or unrestricted) copy of the selected work to their computer or any recording media.

1.17 Podcast audio programme: A digital audio recording containing read out or live text or dialogue and at least one (part of a) musical work used as a background, that can be independently selected and accessed on demand by members of the audience, whether or not the text on the recording or the podcast audio programme as a whole is protected by copyright; and that is normally made available by the service provider to the public along with other items, as part of a connected series.

1.17.1 Music-themed podcast audio programme: a programme as defined in Section 1.17 that has a music-related theme and a musical work or part of it is included in the programme in that context.

1.18 Items in a broadcasting organisation's own programme: an audio or visual programme item in a broadcasting organisation's own programme that is transmitted to the public by the organisation terrestrially or through satellite, or through cable or otherwise (but excluding the case of making a work available to the public on demand) regardless of whether the given item is individually protected by copyright.

1.19 Service provider: a person or organisation reproducing the work or content for the purpose of making it available on demand, offering the work or content for making it available on demand, or granting access or being involved in granting access to the work or content for the purpose of making it available on demand if such person or organisation carries out an act of use as defined in Section 18 or Section 26(8) of the Copyright Act.

1.20 Content sharing service provider: The content sharing service provider specified in Section 57/A of the Copyright Act, meaning a service provider within the meaning of Section 2(k) of Act CVIII of 2001 on Certain Matters Relating to Electronic Commerce Activities and Services Related to Information Society (hereinafter: Electronic Commerce Act), whose main purpose or one of the main purposes is to perform the following activities in respect of a large amount of copyrighted works or subject-matters that are protected by neighbouring rights, uploaded by service users:

- a) storage,
- b) communication to the public, including making available on demand to the public, and
- c) organisation and promotion for profit-making purposes.

1.21 Music video: an audiovisual work created primarily for the purpose of illustrating or presenting a specific musical work.

1.22 Sample musical work or music video: a part of a work not exceeding 1 minute in length that is provided by the service provider on demand (for perception or download) to aid selection from the music videos or musical works offered.

1.23 Soundtrack cue sheet: for musical works included in films or audiovisual content, the data report covering the exact duration of the musical works and the data identifying them.

1.24 Music-themed user content: content uploaded by users of the service and made available on demand by a content sharing service provider (Sections 57/A to 57/H of the Copyright Act) which contains musical works in excess of 70% of its playing time.

2. Scope of licence, warranty

2.1 ARTISJUS makes an agreement with the service provider (user) for licensing the use, as detailed in this Tariff Announcement, of non-stage musical works and lyrics and parts of stage musical works already made public that may be used individually or as part of a film.

2.2 Unless otherwise provided by the agreement between ARTISJUS and the service provider for licensing communication to the public, the remuneration defined in Chapter I for the use paid in accordance with the agreement includes the remuneration payable for reproduction of the works in an electronic database on a computer or digital storage media controlled by the service providers allowing the works to be made available repeatedly on demand.

2.3 The remuneration specified in Chapter I does not include:

- the remuneration payable for making musical drama works or scenes or sections of such works available to the public on demand and the remuneration for making other works available on demand within the definition of musical grand rights;

- the remuneration for works subject to a statement as specified in Section 18(1) of the Collective Rights Management Act (opt-out) lawfully made by the verified copyright owner;

- the remuneration for reproduction (audio reproduction) of a musical work for advertisement purposes or the remuneration for the modification or adaptation of a musical work;

- the remuneration for the use of other copyrighted works outside the scope of Section 2.1. (especially audiovisual works) and for the use of subject-matter protected by neighbouring rights or related rights (especially films, sound recordings, performers' performances).

For making such works and performances available on demand, in addition to the author's licence specified in this Tariff Announcement, all other relevant parties (e.g. the copyright owner for copyrighted works, the film producer, the phonogram producer and the performer for sound recordings, films and audiovisual works) shall grant a licence.

2.4 The flat-rate remunerations were set in this Tariff Announcement taking into account that in these cases certain works that fall outside the scope of the collective rights management carried out by ARTISJUS (works no longer protected by copyright due to the expiry of the copyright term or works for which the copyright owner has made a lawful statement under Section 18(1) of the Collective Rights Management Act) may also be used.

2.5 If, in the course of use specified in Chapter I, the service provider uses only works that are not protected by copyright or works in respect of which the copyright owner has made a lawful statement under Section 18(1) of the Collective Rights Management Act and provides reliable evidence of this, it is not required to apply for a licence and pay a remuneration. If the use of the works referred to in the previous sentence is non-exclusive, i.e. if there is also use of works subject to collective management by ARTISJUS, the rules applicable to the use of works not protected by copyright set out in this Tariff Announcement (e.g. remuneration reduction) shall apply *mutatis mutandis* to the use of works in respect of which the copyright owner has made a lawful statement under Section 18(1) of the Collective Rights Management Act.

2.6 If the remuneration specified in this Tariff Announcement is paid for a set period of time (e.g. per month), unless otherwise provided by Chapter I of this Tariff Announcement, the service provider is authorized to make the work available on demand to the public regardless of the number of times it is actually accessed (that is, the number of accesses is not limited) during the given period.

2.7 Within the scope of this Tariff Announcement, ARTISJUS may, in its own name, grant licences for use to service providers, enforce remuneration claims against them, issue invoices to the service providers, and enforce rights before courts or the authorities.

2.8 ARTISJUS warrants that it has exclusive right to provide licences for use in relation to categories of use subject to the scope of this Tariff Announcement, except in the name of right holders who have made a statement defined in Section 18(1) of the Collective Rights Management Act (hereinafter: right holders not represented by ARTISJUS). This means that except for right holders not represented by ARTISJUS, and their agents, other persons or entities may not legally make a claim against the service provider. Within the scope of licences provided under collective rights

management for categories of use that this Tariff Announcement applies to, an agreement with a person or entity other than ARTISJUS or a remuneration payment to a person or organisation other than ARTISJUS does not have a legal effect towards ARTISJUS, and the service provider shall remain liable for any infringement of copyright and bear the legal sanctions [Section 8 of the Collective Rights Management Act].

3. Provisions governing payments

3.1 General provisions

3.1.1 On the basis and within the scope of this Tariff Announcement, ARTISJUS shall license use subject to the payment of the remuneration (royalty). This means that the service provider shall obtain the licence when it pays the remuneration; if it pays the remuneration in arrears, it shall obtain the licence with retroactive effect. The time of payment of the remuneration shall be the time when the remuneration has already been received to the account of ARTISJUS, and both the service provider paying the remuneration and the use for which the service provider wishes to receive the licence is identifiable by ARTISJUS.

3.1.2 If the service provider carries out multiple acts of use within the scope of this Tariff Announcement, it shall pay the remuneration for each use. ARTISJUS is entitled to set off any overpayment of remuneration by the service provider against the service provider's overdue unsettled remuneration payments.

3.1.3 If, according to this Tariff Announcement, the remuneration is payable in proportion to the revenue, the fee payable for on-demand access or the subscription fee, the basis of the remuneration payment is the net (exclusive of VAT) amount of the revenue, the fee paid for on-demand access or the subscription fee.

3.1.4 If the service provider changes the selection of works made available on demand within the payment period provided for in the licence agreement, in the determination of the remuneration to be paid for the given payment period, the number of works constituting the basis of the remuneration payment shall include each and every work or part of work the service provider has made available in the given payment period.

3.1.5 If, according to this Tariff Announcement, the remuneration is payable on the basis of the proportion of the length of music to the total length of the film, but the service provider fails to verify such proportion to ARTISJUS in the data reporting specified in Sections 4.1.3 and 4.1.4, with particular regard to the soundtrack cue sheet, the proportion of music use shall be deemed 100% for the purpose of calculating the remuneration, unless provided otherwise in this Tariff Announcement and the licence agreement.

3.1.6 If uses are not individually identified in this Tariff Announcement but they fall within the scope of making musical works available on demand to the public or if the amount of remuneration cannot be calculated on the basis of the provisions of this Tariff Announcement applicable to the specific categories of use because of the business model the user applies towards members of the public, the remuneration amount shall be set by ARTISJUS on a case-by-case basis in accordance with the principles and proportions of the published remuneration rates. This provision shall also be applicable when the service provider uses a method for setting the price of its service payable by the user of this service that is not described in this Tariff Announcement.

3.1.7 The remuneration rates specified in this Tariff Announcement do not include VAT. Remunerations shall be paid inclusive of VAT at the effective rate.

3.2 Due date and late payment

3.2.1 ARTISJUS pays the remuneration based on the accounting and data reporting for the quarter of use performed by the service provider, in accordance with this Tariff Announcement and the provisions of the licence agreement. If the service provider fails to perform the accounting within the deadline, ARTISJUS may determine the remuneration to be paid based on the data available to it. The service provider shall pay the remuneration by the last day of the first month following the quarter when the use takes place (due date). If the licence agreement terminates for any reason, the accounting shall be carried out with regard to the termination date within 15 days of termination. The remuneration is payable by the last day of the first month after the termination date.

3.2.2 ARTISJUS may terminate the licence agreement with immediate effect if the service provider fails to perform the remuneration payment obligation specified in the licence agreement by the due date and, after receiving a letter of demand, fails to make payment within 5 business days (material breach of contract). In such cases, ARTISJUS may demand a security deposit before the conclusion of a new contract. The amount of the security deposit shall be equal to the average quarterly remuneration payable for a category and level of use similar to the category and level of use of the service provider.

3.2.3 In the event of late payment of the remuneration by the service provider, the statutory default interest set out in the Hungarian Civil Code is calculated from the day after the due date of the remuneration set out in Section 3.2.1. If ARTISJUS concluded a licence agreement with the service provider and the service provider falls into delay with the remuneration payment, the service provider shall also pay a flat-rate reimbursement for the debt collection costs.

3.2.4 Remuneration claims expire after the lapse of five years from their due date. In relation to any obligation set out in the Tariff Announcement, the limitation period is interrupted by a notice sent to the user regarding the remuneration, a notice instructing the user to pay the remuneration or a notice instructing the user to supply any data required for calculating the remuneration, as well as any notice sent by the user to ARTISJUS. The limitation period is suspended until ARTISJUS becomes aware of the use.

3.3 Remuneration rebates

3.3.1 In the case of the use of musical works in a manner described in this Tariff Announcement and where, under the licence agreements with the service providers, remuneration is payable on an itemised or percentage basis in accordance with the relevant provision of the Tariff Announcement, ARTISJUS may offer a remuneration rebate if

3.3.1.1 the affected service provider does not have a remuneration debt towards ARTISJUS and has fulfilled its accounting and data reporting obligation regarding the extent of use, as provided for in Section 4 of Chapter II hereof or in the licence agreement, subject to Section 59(1) of the Collective Rights Management Act;

3.3.1.2 if a remuneration rebate is reasonable and feasible with regard to the circumstances of use, for instance if a public-benefit organisation uses the work beyond the scope of free use pursuant to Section 38(5) of the Copyright Act within the framework of its business activities allowed by law or if it is made possible and reasonable due to novelty of the service regarding its nature, content or revenue or fee structure as compared to services known and already in use, or due to the significant volume of use (and thus significant amount of remuneration payable by the service provider).

3.3.2 The remuneration payable is reduced by 5% for each accounting period if the service provider verifies by providing reliable evidence that the costs of advertising the services within the scope of this Tariff Announcement achieve or exceed 5% of the remuneration payable for the given accounting period.

3.3.3 ARTISJUS may grant the service provider a discount from the remuneration rate established in accordance with Section 2.2.1. for the use of musical works as set out in Section 2.2 of Chapter I of this Tariff Announcement, considering that the service provider agrees in the licence agreement to ARTISJUS not applying the first sentence of Section 2.2.2 of Chapter I in regard to its remuneration payments, despite the fact that for all films and audiovisual content used, it has undertaken in the contract of use to disclose data (non-application of the pro rata temporis rule). The service provider shall pay the discounted remuneration amount without applying the first sentence of Section 2.2.2 of Chapter I, however the contractual condition set out in this Section does not release the service provider from its data reporting obligation set out in Section 4.1 of Chapter II and in the licence agreement.

3.3.4 ARTISJUS shall grant a 30% discount of the remunerations applicable to on-demand making available in accordance with Chapter I to users qualifying as cultural heritage institutions that only use musical works under this Tariff Announcement that are out of commerce as defined in Section 41/L of the Copyright Act, and demonstrate this to ARTISJUS by providing data on the accessibility check as per Section 41/M(7) of the Copyright Act. If, during use, the use of musical works in accordance with this Section exceeds 50%, and other musical works are also used, ARTISJUS may grant a proportionate discount from the remunerations to the user qualifying as cultural heritage institution.

3.3.5 For the use of musical works in the context of the communication of a concert or event to the public, as defined in Chapter I, Section 8 of this Tariff Announcement:

3.3.5.1 If the remuneration payable by the service provider under Chapter I, Section 8.2 calculated without discount, is at least HUF 23,520, and if the service provider

- fulfils its data reporting obligations through the dedicated online platform of ARTISJUS;
- notifies ARTISJUS, through the dedicated online platform of ARTISJUS, of its intention of use, at least 10 days before the event is communicated to the public, and concludes the relevant licence agreement with ARTISJUS;
- submits its accounts through the dedicated online platform of ARTISJUS by the due date specified in the licence agreement, and attaches a copy of the supporting documents, it will receive a 20% discount on the remuneration under Chapter I, Section 8.2.

3.3.6 For the use of musical works as defined in Section 3 of Chapter I of this Tariff Announcement, a maximum rebate of 50% of the minimum remunerations set out in Sections 3.1, 3.2 and 3.3 of Chapter I may be granted to television broadcasting organisations providing local linear audiovisual media services and to radio broadcasting organisations providing small community linear radio media services. The radio or television broadcasting organisation shall provide ARTISJUS with proof of the existence of the condition under this Section by presenting supporting documents.

3.3.7.1 In the case of the use of musical works in a manner described in this Tariff Announcement and where, under the licence agreements with the service providers, remuneration is payable on an itemised or percentage basis in accordance with the relevant provision of the Tariff Announcement, ARTISJUS may offer a remuneration rebate,

or may impose a simplified accounting and reporting obligation on the service provider (Section 4 of Chapter II) if the level of use is low due to the following circumstances:

- the service provider uses a maximum of 10 works or parts of works of a maximum length of 7 minutes per month; or
- the service provider uses films or other audiovisual content up to a maximum of 120 minutes per month; and
- its use is free of charge, or it generates no revenue, or it generates revenue but its revenue does not exceed HUF 294,000 per year excluding VAT, or the monthly remuneration payable on the basis of its revenue does not exceed HUF 5,880 excluding VAT.

3.3.7.2 The service provider may make use of the rebate under Section 3.3.7.1 in accordance with the provisions of the licence agreement and shall be entitled to it for as long as the condition or conditions justifying the rebate under Section 3.3.7.1 are met.

3.3.8 A remuneration rebate under Sections 3.3.2 to 3.3.6 may be granted if the service provider concerned also complies with the conditions of Section 3.3.1.1. The remuneration rebate may only be granted in such a way that no discrimination between service providers may occur in violation of the requirement of equal treatment, that is, the same rebate shall be offered by ARTISJUS if the circumstances are the same.

4. Accounting and data reporting obligation

4.1 General provisions

4.1.1 In addition to paying the remuneration, the service provider shall disclose the data required for calculating the remuneration (accounting) , as well as the data required for distributing the remuneration (data reporting) as set out in Section 16(7) of the Copyright Act and Section 59(1) of the Collective Rights Management Act. The service provider performs its accounting obligation by supplying the data required for the calculation of the remuneration based on this Tariff Announcement and the licence agreement. The service provider shall perform its data reporting obligation by supplying the data of the musical works used and the circumstances of use as required by this Tariff Announcement and the licence agreement. The service provider shall perform its accounting and data reporting obligation quarterly, by the 15th day of the month after the relevant quarter.

4.1.2 The service provider shall provide ARTISJUS with access to its service free of charge.

4.1.3 The service provider shall fulfil the accounting and data reporting obligation in the form and manner and with the content specified in the licence agreement concluded based on this Tariff Announcement. Where justified by the circumstances of the user or the use, the licence agreement concluded under this Tariff Announcement may derogate from the provisions of these Sections 4.1.4 to 4.1.5 hereof, in particular the requirement to provide data by electronic means, the definition of the data reporting format, the definition of the requirement to disclose data in the case of Section 8 of Chapter I, the requirements for the provision of the soundtrack cue sheet with regard to the range of films and audiovisual content used and other data available regarding them, but only in a manner which does not violate the requirement of equal treatment.

4.1.4 The service provider shall disclose to ARTISJUS by electronic means or on electronic media the following: the number, length, title, author and, for films and audiovisual content, the identification data and the soundtrack cue sheet, of the musical works used in the accounting period, the number of accesses and downloads in the accounting period, as well as the full net revenue generated in connection with the use and the type of the revenue as per this Tariff Announcement. In the case of film or audiovisual content, the user must provide a separate data reporting regarding the music played in the film or audiovisual content, indicating the title and type of the film or other audiovisual content, and if the type is a series, the title of the episode within the series, the season and the episode number, the country or nationality of production (TIS code), the producer or a note indicated own production in the case of a Hungarian production, the director and the length as well as the total length of the musical scores and the title, composer and duration of the musical works used (soundtrack cue sheet).

4.1.5 The service provider and ARTISJUS may agree that the service provider will also record the data to be supplied in the context of its accounting and data reporting obligations in the database maintained by ARTISJUS, for such purpose via an Internet connection, or comply with such obligations by other electronic means provided by ARTISJUS, concurrently with the on-demand access to the works, in a manner that does not violate the protection provisions of Act C of 2003.

4.1.6 ARTISJUS shall handle all data supplied by the service provider in the scope of its accounting and data reporting obligation as trade secrets.

4.1.7 Where additional services are also provided by the service provider, apart from making musical works available on demand, the service provider is required to separate the data concerning the extent to which musical works are made available on demand, in a credible manner and as fits the nature of the service, pursuant to Section 16(7) of the Copyright Act and Section 59(1) of the Collective Rights Management Act, in such a way that the extent of use

and the revenue generated by the use can be determined. If the service provider fails to separate data concerning the extent of use or the revenue generated by the use from the data of other services not regulated by this Tariff Announcement in a credible manner, ARTISJUS shall take into account the total revenue of all services or the full number of accesses to the service for the purpose of calculating the remuneration.

4.1.8 ARTISJUS or its agents may check the data communicated for the purposes of remuneration calculation and also the manner (category) and extent of use. ARTISJUS is entitled to verify – either directly or through an agent – performance of the service provider’s accounting and data reporting obligation and the itemised accounts of the service provider performing intermediary and debt collection services for it at a time mutually agreed on with the service provider. Upon being requested thereto by ARTISJUS, the service provider shall present the accounting documents and accounting records credibly evidencing the data indicated in the accounts and the data reporting within 15 days.

4.1.9 Upon consultation between the service provider and ARTISJUS, the service provider shall process the data of the electronic rights management information (Section 96(2) of the Copyright Act) suitable for identifying the work made available on demand on or attached to the work made available. This obligation shall only apply from the time that the application of the given data becomes an internationally recognized practice or is adopted as a standard.

4.2 Due date, late accounting and data reporting

4.2.1 As the data reporting specified in Section 4.1 is essential for the determination and distribution of the remunerations paid in consideration of making works available on demand, failure by the service provider to disclose the data required for calculating and distributing the remunerations within the deadline specified in the licence agreement constitutes a material breach of contract. ARTISJUS may terminate the licence agreement with immediate effect if the user fails to remedy the failure within 5 business days of receiving a warning.

4.2.2 In the event of late performance of the accounting and/or data reporting set out in Section 4.1, and failure to remedy the situation by the user in spite of a written warning sent by ARTISJUS, the user shall pay a penalty for the period of delay. The daily rate of the penalty for the delay is 0.5% of the remuneration paid by the user for the last such quarter (before the period to which the current accounting and/or data reporting obligation applies) regarding which the user has performed the accounting and data reporting for the service affected by the delay in accordance with the contract, or a daily amount of HUF 1,764, whichever is higher. A penalty of HUF 1,764 for each day of delay is payable by users that have not yet performed any accounting and data reporting for an earlier period for the service affected by the delay in data reporting. The penalty shall be paid by the user on a per-day basis for a maximum period of 184 days.

4.3 Incorrect accounting or data reporting

4.3.1 If the number or proportion of works that are subject to the licence granted by ARTISJUS cannot be established due to the service provider having provided insufficient or incorrect information, remuneration shall be paid for all works used.

4.3.2 If the user fails to correctly fulfil the accounting and/or data reporting obligation as set out in Section 4.1 and fails to correct the data in spite of a written warning received from ARTISJUS, it shall pay a penalty for defective performance for the period between the deadline for accounting/data reporting and the day on which the obligation is fulfilled correctly. The daily rate of the penalty for the delay is 0.5% of the remuneration paid by the user for the last such quarter (before the period to which the current accounting and/or data reporting obligation applies) regarding which the user has performed the accounting and data reporting obligation for the service affected by the delay in accordance with the contract or a daily amount of HUF 1,764, whichever is higher. A penalty of HUF 1,764 for each day of delay is payable by users that have not yet performed any accounting and data reporting for an earlier period for the service affected by the delay in accounting or data reporting. The penalty shall be paid by the user on a per-day basis for a maximum period of 184 days.

4.3.3 If ARTISJUS ascertains in a procedure described in Section 4.1.8 that the accounting or data reporting set out in Section 4.1 is deficient or incorrect, and the difference between the disclosed information and the information verified by the audit of ARTISJUS and used for accounting for and distribution of the remuneration is greater than 5%, the service provider shall pay as penalty for defective performance at least double the remuneration difference that the user is required to pay, even if the penalty for defective performance specified in Section 4.3.2 is a smaller amount.

5. The service provider’s liability, assumption of debts

5.1 If more than one person or entity qualifying as a service provider under Section 1.19 is involved in the process of use that falls within the scope of this Tariff Announcement, they may assume one another’s remuneration debt (either in a contract between the debtor and the party assuming the debt or a contract between the party assuming the debt and the creditor) payable in accordance with this Tariff Announcement on condition that ARTISJUS consents thereto in writing. The conditions precedent to such consent include but are not limited to the following:

- the service provider assuming the debt shall send a written notification to ARTISJUS listing all contributors involved in the entire process of use and all acts of use (reproduction and communication to the public) they carry out as contributors by the commencement of the provision of the service at the latest, and

- the user shall undertake in writing the obligation of ensuring that ARTISJUS or its agents may check the manner, circumstances and extent of use regarding all the contributors of the entire process of use.

5.2 ARTISJUS may allow a domestic agent of a foreign service provider to assume the latter's debt if the agent verifies that it is authorised, in its name but to the benefit of the service provider or in the name and on behalf of the service provider, to make agreements with any other service provider involved in the process of making works available on demand and/or to accept any consideration in connection therewith, and/or to conclude a licence agreement with ARTISJUS and pay the remuneration in consideration for the licence.

6. Use of the ARTISJUS trademark

In connection with the licensing of the uses defined in this Tariff Announcement, ARTISJUS grants a non-exclusive trademark licence free of charge to the service provider for use of the "ARTISJUS" trademark. The licence is provided for the term of the licensed use. The service provider shall display the trademark in the course of the licensed communication to the public in a manner that the trademark shall be easily perceptible to users of the service. The service provider may not use the trademark otherwise. In connection with the display of the trademark, the service provider has the right and the obligation to refer to the fact that it has received a licence for use from ARTISJUS.

7. Other provisions

7.1 The remuneration specified in Chapter I includes the consideration for the domestic uses of musical works defined in this Tariff Announcement.

If the license granted under the licence agreement concluded by and between ARTISJUS and the service provider is only valid for domestic use, 'domestic' may also be determined based characteristics other than the geographical territory (e.g. the country code indicating Hungary or the Member State of residence of the subscriber if Regulation (EU) 2017/1128 of the European Parliament and of the Council on cross-border portability of online content services in the internal market applies).

7.2 The licence granted under this Tariff Announcement for the territory of Hungary does not extend automatically to multi-territorial or foreign use. The remuneration rates and other terms applicable to such uses are provided by ARTISJUS on the basis of individual agreements or general terms and conditions.

7.3 If, on the basis of this Tariff Announcement, ARTISJUS concludes a licence agreement with a service provider (a user) whose habitual place of residence is located in another state in the European Economic Area,

a) the competent courts of Hungary shall have jurisdiction to decide any legal dispute that arises under or in connection with a licence agreement made under this Tariff Announcement or in connection with the existence, termination, validity or interpretation of this agreement; the dispute shall be governed by the laws of Hungary (except for the case specified in *b)* below), in particular the Copyright Act, and (for civil law matters not regulated by the Copyright Act) the Civil Code;

b) if the subject matter of the dispute between the parties of the licence agreement is a copyright infringement by the service provider or its contributor, the governing law shall be the law of the state where the use resulting in infringement took place.

For the purposes of this section, the habitual place of residence of legal persons or other organisations without legal personality is the location of their head office.

7.4 Licence agreements and other representations that may be made pursuant to this Tariff Announcement are only valid if they are made in writing. ARTISJUS may provide for correspondence with the service provider (user) by electronic means. In this case, electronic correspondence between ARTISJUS and the service provider (user) shall be governed by a separate agreement.

7.5 The licence agreements may only be made for a calendar year or, alternatively, they shall include a provision that ARTISJUS has the right to terminate them with a notice period of three months if the technical circumstances of use or the legal preconditions of licensing change in such a way that the scope of the licence granted, the method of determining the scope of the licence or the established rate of remuneration is significantly affected by the change.

Chapter III

Effective period of the Tariff Announcement

This Tariff Announcement shall be in force from 1 January 2025 to 31 December 2025.

*Society ARTISJUS Hungarian Bureau for the Protection of
Author's Rights
(ARTISJUS Magyar Szerzői Jogvédő Iroda Egyesület)*

I hereby approve of the tariff schedule in accordance with Section 145(2) of the Collective Rights Management Act.

Budapest, “ ” 2024

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Minister of Justice