

EVIDENCE2e-CODEX

Linking EVIDENCE into e-CODEX for EIO and MLA procedures in Europe

General Terms and Conditions for Use of Information Services and Content Accessible Through the EVIDENCE2e-CODEX Website

The present document contains the general terms and conditions of the contract for the use of the information services and resources (in short, General Terms and Conditions for Use) provided by the EVIDENCE2e-CODEX Consortium through the EVIDENCE2e-CODEX website (accessible via <http://evidence2e-codex.eu/>) and it regulates the relations between the EVIDENCE2e-CODEX Consortium and any user of the services and resources accessible through the EVIDENCE2e-CODEX website.

The EVIDENCE2e-CODEX website is developed, managed and administered by the EVIDENCE2e-CODEX Consortium via [LIBRe Foundation](#).

Should any questions or concerns regarding the present General Terms and Conditions for Use occur, you can contact the EVIDENCE2e-CODEX Consortium via Institute of Legal Information Theory and Techniques at the National Research Council (Italy) acting in the capacity of a coordinator and official representative of the EVIDENCE2e-CODEX Project, or LIBRe Foundation using the following email address: office@evidence2e-codex.eu or the contact form provided at <https://evidence2e-codex.eu/signal>.



DEFINITIONS

ARTICLE 1. (1) For the purposes of the application and interpretation of the present General Terms and Conditions for Use, the terms and phrases used have the following meaning:

1. 'Project' - 'EVIDENCE2e-CODEX Linking EVIDENCE into e-CODEX for EIO and MLA procedures in Europe' Project funded by the European Union's Justice Programme (2014-2020) under Call JUST-AG-2016-01, Topic JUST-JCOO-CRIM-AG-2016 "Action grants to support transnational projects to promote judicial cooperation in criminal matters" and implemented under Grant Agreement No. 766468 within the 15/02/2018 - 14/11/2019 (21 months) period.
2. 'EVIDENCE2e-CODEX Consortium' - the 'EVIDENCE2e-CODEX Linking EVIDENCE into e-CODEX for EIO and MLA procedures in Europe' Project Consortium, formed by the following beneficiaries (partners) acting jointly as a consortium under Grant Agreement No. 766468: Institute of Legal Information Theory and Techniques at the National Research Council (Italy) acting in the capacity of a coordinator and official representative of the Project, Institute for Research on Population and Social Policies at the National Research Council (Italy), University of Groningen (The Netherlands), Centre of Excellence in Information and Communication Technologies (Belgium), European Lawyers Foundation (ELF), Law and Internet Foundation (Bulgaria), The International Criminal Police Organization (INTERPOL), Knowledge and Innovation Srls (Italy), Ministry of Justice of the Netherlands, Ministry of Justice of Germany, Ministry of Justice of Italy, LIBRe Foundation (Bulgaria), Ministry of Justice of Austria, Ministry of Justice of France, Ministry of Justice of Portugal, Aristotle University of Thessaloniki (Greece), University of Malta (Malta), University of Lausanne (Switzerland), University of Vienna (Austria), European Chamber of Judicial Officers (CEHJ), Ministry of Justice of Spain, and Hague Conference on Private International Law (HCCH).
3. 'Partner' - each of the beneficiaries within the EVIDENCE2e-CODEX Consortium.
4. 'LIBRe Foundation' - a foundation, non-profit organization,



established and operating in accordance with the laws of the Republic of Bulgaria, registered under company file No. 220/2015 as docketed in the Register of Non-Profit Legal Entities by the Sofia City Court, UIC BULSTAT 176860854, with seat and address of management: 64, Dimitar Petkov Str., Ent. B (Б), Floor 3, 1309 Sofia, Bulgaria; a Partner in the EVIDENCE2e-CODEX Consortium.

5. 'Webpage' – a hypertext document containing files, images, audio, video and/or audio-visual and other content accessed through a unified resource address (URL).
6. 'Website' – a set of Webpages, containing text, sound, images, electronic references, computer programs (software) or other materials and sources which are available in the Internet and accessible via URL in an electronic communications network using the hypertext transfer protocol (http/https).
7. 'EVIDENCE2e-CODEX website' – a Website, developed, managed and administrated by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) and available at <http://evidence2e-codex.eu/>, offering the user various information services and content which are subject to the present General Terms and Conditions for Use.
8. 'Intranet Section' – an internal section of the EVIDENCE2e-CODEX website accessible only by Team Members upon their registration.
9. 'Information system' – each particular device or combination of connected or similar devices, which is or one of which is designed to store, send and receive electronic documents.
10. 'Electronic reference' – a hyperlink, designated to a specific Webpage, which allows automated forwarding to another Webpage, information resource or an object via standardized protocols.
11. 'Password' – a unique combination of letters, ciphers and/or symbols selected by a Team Member which, along with the e-mail address specified by the Team Member upon his/her registration, serves for access to his/her Team Member Account.
12. 'Services' – the information and other services and content offered via the EVIDENCE2e-CODEX website.
13. 'User' – every person who uses the information services or the content offered through the EVIDENCE2e-CODEX website, regardless of the form of the usage, and who does not meet the registration criteria or did not register or log in.



14. 'Team Member' – any User that has successfully passed the registration procedure and has created a Team Member Account, and who is a member of a Partner's team and acts on behalf of the respective Partner when accessing the EVIDENCE2e-CODEX website and using the Services.
15. 'Team Member Content' – any text, photo, any other graphical content, multimedia content, video, link or any other material or information, including any opinion or respectively a reply thereto posted or uploaded by a Team Member on a server of the Shared Hosting Services Provider, so that it can be accessed through the EVIDENCE2e-CODEX website.
16. 'Team Member Account' – a separate section of the EVIDENCE2e-CODEX website, containing information on the Team Member, as required by the EVIDENCE2e-CODEX Consortium upon registration and stored on a server of the Shared Hosting Services Provider. The access to the Team Member Account by the Team Member is performed by entering the e-mail address and the Password specified upon his/her registration. The Team Member Account enables the Team Member to use certain limited-access Services, to configure the use of the Services, to manage and update the information provided by him/her in his/her Team Member Account, to stop the use of the Services, to change his/her Password, to post, upload and remove Team Member Content which he/she has previously posted or uploaded on a server of the Shared Hosting Services Provider, so that it can be accessed through the EVIDENCE2e-CODEX website, etc.
17. 'Shared Hosting Services Provider' – a natural person or a legal entity providing Shared Hosting Services.
18. 'Shared Hosting Services' – including but not limited to services that provide free disk space, located in the infrastructure of the Shared Hosting Services Provider; providing access to administration panels for publications services; processing and administration of information, stored in the provided disk space services; use of email; providing parameters in relation to provided service under a contract between the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) and the Shared Hosting Services Provider; providing technical support services; providing control panel for management of the subscriptions of Users and the registrations of Team Members, etc.
19. 'Random event' – an unforeseeable and unavoidable event of an



unusual nature which could not have been foreseen at the time of the conclusion of the contract and which, on its occurrence, makes the provision of services objectively impossible.

20. 'Unlawful conduct' – actions and/or inactions which cause damages to individuals using the electronic communication networks and services, including sending of unsolicited commercial communications (spam), channel overflow (flood), cyberbullying and systematic sending of abusive, humiliating, offensive or threatening emails, gaining access to others' rights or passwords, acquired illegally, use of systems' flaws in order to gain benefits for the perpetrator or a third party or acquiring information, disturbing the normal work of the other Internet users or the users of other electronic communication networks, perpetration of acts which can be classified as criminal offenses, including but not limited to damaging or destroying property via unlawful access to computer systems or information arrays, computer fraud, introducing a computer virus into a computer program or Trojan Horses type of system, remote control systems, etc. as well as other acts that can be classified under the scope of a delict or administrative offense under the Bulgarian or other applicable legislation.

(2) In the appropriate cases, the words used in singular shall be regarded as including the plural version of the same words and vice versa.



SUBJECT OF THE CONTRACT

- ARTICLE 2.** (1) Through the EVIDENCE2e-CODEX website, the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) provides Users with the Services specified in these General Terms and Conditions for Use under the condition of strictly observing the requirements of the General Terms and Conditions for Use mentioned herein by the latter.
- (2) Some of the Services provided may be used without necessarily completing a preliminary registration. These Services include, but are not limited to, services connected with searching and acquiring access to information in the form of text, video materials, images, etc. made available for Users on the EVIDENCE2e-CODEX website, as well as other services conceded to Users.

- (3) Some of the Services provided can be used only after a User completes a preliminary registration, thus acquiring the status of a Team Member and creating a Team Member Account. These Services include, but are not limited to, to manage and update the information provided by the respective Team Member in his/her Team Member Account, to change the Password specified upon registration, the possibility to post, upload and store Team Member Content in compliance with the available functionalities of the EVIDENCE2e-CODEX website (i.e. in the Intranet Section), to remove posted or uploaded by him/her Team Member Content on the EVIDENCE2e-CODEX website, to access and download any Team Member Content available within the Intranet, to manage calendar events, etc. A Team Member with a Team Member Account shall have access to all Services accessible for a User as per the present General Terms and Conditions for Use.
- (4) The Services provided do not include provision of computer or other equipment (terminal devices for Internet access) and connection for transfer of packets between the respective User and the Webpage, necessary for gaining access to the EVIDENCE2e-CODEX website. The EVIDENCE2e-CODEX Consortium does not bear responsibility if the User cannot gain access due to problems which are not in the control of the EVIDENCE2e-CODEX Consortium (hardware, software issue, problems regarding Internet connection, etc.).
- (5) Due to the fact that the Services provided by the EVIDENCE2e-CODEX Consortium are various and are constantly being modified with view to their improvement and tailoring to the aims of the Project, the number of the Services, their characteristics and the way they are provided may be altered at any time by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation). In this regard the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) may create or delete certain functionalities of the Services as well as to stop providing them. Notwithstanding the modifications, the provision of the Services remains free of charge and the EVIDENCE2e-CODEX Consortium shall not at any time collect pecuniary or other kind of remuneration for the provision of the Services.



GENERAL PROVISIONS



- ARTICLE 3.** (1) The present General Terms and Conditions for Use are applicable to the provision of Services through the EVIDENCE2e-CODEX website and they are an immanent part of the contract concluded between the EVIDENCE2e-CODEX Consortium and the Team Members. The present General Terms and Conditions for Use shall also respectively apply to the relations between the EVIDENCE2e-CODEX Consortium and the Users, in which case the rights of the Users shall be limited to the right to use the Services specified in Art. 2(2).
- (2) The EVIDENCE2e-CODEX Consortium reserves the right to amend these present General Terms and Conditions for Use at any moment by publishing the amended General Terms and Conditions for Use on the EVIDENCE2e-CODEX website.
- (3) The present General Terms and Conditions for Use are considered binding for the EVIDENCE2e-CODEX Consortium from the moment of their publishing on the EVIDENCE2e-CODEX website and/or of the respective date of entering into force.
- (4) The text of the present General Terms and Conditions for Use is available on the Internet, on the following Webpage
<http://libreresearchgroup.org/en/a/general-terms>
in a form that allows their storage and reproduction. The Electronic reference to the Webpage containing the text of the present General Terms and Conditions for Use is displayed at the bottom of every Webpage of the EVIDENCE2e-CODEX website, including the Intranet Section.
- (5) With every use of the Services provided through the EVIDENCE2e-CODEX website, including by opening a Webpage of the EVIDENCE2e-CODEX website, as well as by clicking on an Electronic reference displayed on the home page or any other Webpage of the EVIDENCE2e-CODEX website, the User declares that he/she has read the present General Terms and Conditions for Use, agrees to them and undertakes to observe them. If a User does not agree with any requirement, provided for in the present General Terms and Conditions for Use, the latter shall not use the EVIDENCE2e-CODEX website or any of the Services.

- ARTICLE 4.** (1) In order to use the Services specified in Art. 2(3) of the present General Terms and Conditions for Use, the User shall create a Team Member Account by completing the electronic registration form, available on-line on the following webpage
<https://evidence2e-codex.eu/auth/register>



and by agreeing to the present General Terms and Conditions for Use. The User shall complete all fields marked as mandatory in the electronic registration form.

- (2) For being able to complete the registration as per Art. 4(1) and to create a Team Member Account the User shall be provided with a Team Member Code by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) and shall fill in this Team Member Code in the respective field of the registration form. The EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) shall send a Team Member Code to the e-mail address of the respective User as specified by the legal representative or another duly authorised representative of the respective Partner. The User shall not reveal his/her Team Member Code to third parties and shall immediately notify the EVIDENCE2e-CODEX Consortium in case of unauthorised access, as well as if there is probability of such to his/her Team Member Code. The User shall be obliged to take all due care and the necessary measures, which are reasonably needed in order to protect his/her Team Member Code and shall be fully liable for all actions performed by him/her or by a third party through the use of the respective Team Member Code.
- (3) By ticking the check box "I agree to the General Terms and Condition of Use of the EVIDENCE2e-CODEX website" in the process of registration and by clicking the "Sign Up" button in the respective registration form, the User makes an explicit electronic statement within the meaning of the Bulgarian Electronic Document and Electronic Certification Services Act by which he/she declares that he/she has read the present General Terms and Condition of Use, agrees to them and undertakes to observe them. By registering it on a respective data carrier on a server of the Shared Hosting Services Provider through a common standard for technical conversion which allows reproduction, the electronic statement acquires the status of an electronic document within the meaning of the Act mentioned above.
- (4) Registration of a Team Member Account shall be done only by a person who is duly authorised to act on behalf the respective Partner with respect to the registration in the EVIDENCE2e-CODEX website and the use of the Services. In the process of registration the User shall declare that he/she is granted with the necessary authorisation to act on behalf of the respective Partner and to commit on behalf of the latter the respective legal and factual actions when using the respective Services available via the Team Member Account; thus



acquiring the status of a Team Member. In case a person acts on behalf of a Partner without actually being duly authorised to act in such a manner, this person shall owe compensation for all damages caused to the respective Partner, to LIBRe Foundation, to the EVIDENCE2e-CODEX Consortium and to any other third party as a result of the actions committed by the person by using a Team Member Account.

- (5) When filling the fields of the electronic registration form the User is obliged to enter his/her full and true identification data, as well as all other information required by the electronic registration form; any change in the data mentioned above shall be submitted within a 7-day period as of their change. The User guarantees that the data presented at the moment of registration is true, exact and exhaustive and in the event of data change the latter shall update them in due term. In cases where false data is presented the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) is entitled to terminate or to suspend immediately and without prior notification the provision of the Services and to block the access to the Team Member Account. In this case, the termination of the provision of the Services shall be considered as an automatic termination of the contract.
- (6) Prior to the statement under Art. 4(3) the User may without any restriction correct the information which he/she has entered in the registration form.
- (7) In case where the User refuses to present the required mandatory information in the electronic registration form, the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) is entitled to decline the registration.
- (8) The EVIDENCE2e-CODEX Consortium shall have the right, but shall not have the obligation, to undertake and carry out at any time (prior or after the registration) any further actions to check and verify whether a Team Member is duly authorised to act on behalf of a respective Partner. The EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) shall have the right to immediately block the access to a Team Member Account and to terminate the contract without any prior notice to the Team Member upon being informed by the legal representative of the respective Partner that the person who uses such Team Member Account on its behalf is not a member of its team. In the latter case the Partner shall have the right to access, manage, use or remove any Team Member Content posted, uploaded or stored by the respective person via his/her Team Member Account



by naming another Team Member who will act on its behalf.



CONCLUSION OF THE CONTRACT

- ARTICLE 5.** (1) The contract between the parties shall take effect at the moment when the consent is expressed as described Article 3 and respectively Article 4 above. The contract is concluded in English. By agreeing to the present General Terms and Conditions for Use the User agrees the communication with him/her to be performed by email.
- (2) After the conclusion of the contract via registration the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) shall confirm immediately the receipt of the statement under Art. 4(3) by sending a message to the email address (identifier) specified by the User during his/her registration, which message shall include the name and contact details of the EVIDENCE2e-CODEX Consortium, the text of the present General Terms and Conditions for Use as well as an Electronic reference for registration confirmation.
- ARTICLE 6.** (1) The registration of a Team Member Account entitles the Team Member to use the Services as per Art. 2(3) of the present General Terms and Conditions for Use free of charge. The Team Member shall use the Services on behalf of the respective Partner.
- (2) By accepting the present General Terms and Conditions for Use the Team Member agrees that his/her access to the Team Member Account can be blocked or temporary suspended by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) at any time upon respective request by the Partner. By accepting the present General Terms and Conditions for Use the Team Member also agrees that his/her contract with the EVIDENCE2e-CODEX Consortium concluded under the present General Terms and Conditions for Use could be terminated at any time by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) upon respective request by the Partner without any prior notice and that the Partner shall have the right to access, manage, use or remove any and all Team Member Content or other information provided, posted, uploaded, stored or otherwise made available on the EVIDENCE2e-CODEX website by the Team Member (including his/her personal data) via his/her Team Member Account. By accepting the present General Terms and



Conditions for Use the Team Member undertakes and declares that he/she shall not use his/her Team Member Account for his/her personal needs, activities, purposes, communications or messages which are not related to or necessary for the completion of the activities and responsibilities of the Partner within the Project. Notwithstanding the above, the Partner shall not have the right to access the content of the personal messages sent and/or received by the Team Member via his/her Team Member Account.

- ARTICLE 7.** (1) The Team Member Account is activated and can be accessed by the Team Member by clicking on the confirmation link specified in Art. 5(2).
- (2) The information provided by the Team Member in his/her Team Member Account shall be true, exact and not misleading.
- (3) The Team Member undertakes not to reveal his/her Passwords to third parties and to immediately notify the EVIDENCE2e-CODEX Consortium in case of unauthorized access, as well as if there is a probability of such. The Team Member is obliged to take all due care and the necessary measures, which are reasonably needed in order to protect his/her Passwords and shall be fully liable for all actions performed by him/her or by a third party through their use.
- (4) The EVIDENCE2e-CODEX Consortium shall not verify and shall not be liable for the truthfulness of the information provided by the Team Member upon his/her registration or during the use of the Services, nor whether the name (nickname) indicated by him/her affect any rights of third parties, including any rights on a name or other personal rights, right on a trade name (company name), right on a trademark or any other intellectual property rights.



RIGHTS AND OBLIGATIONS OF THE PARTIES

RIGHTS AND OBLIGATIONS OF THE USER

- ARTICLE 8.** (1) The User is entitled to online access to the Services, provided through the EVIDENCE2e-CODEX website in compliance with the requirements for access to the respective Services as determined by the EVIDENCE2e-CODEX Consortium.
- (2) The User is entitled to access the content uploaded in the



EVIDENCE2e-CODEX website, solely for the aims and purposes set by the EVIDENCE2e-CODEX Consortium and by using the regular functionalities of the EVIDENCE2e-CODEX website. Access to multimedia content and other content (audio and video records/files) may be carried out only by streaming – transmission of a steady stream of audio and video signals via the Internet from the EVIDENCE2e-CODEX website to the end device of the User, enabling the User to watch and listen to audio and video records online, in real time whereupon no permanent copy remains and no download is possible, unless that is explicitly and unequivocally allowed by the EVIDENCE2e-CODEX Consortium, such as indication of a download option (a download button or an electronic reference) to the respective content.

- (3) The User undertakes not to access the content uploaded on the EVIDENCE2e-CODEX website, by any other technology or device, different from the technologies and devices provided by the EVIDENCE2e-CODEX website and carried out through its regular functionality.
- (4) The User undertakes in the process of use of the Services provided by the EVIDENCE2e-CODEX Consortium:
 - a. not to perform unlawful conducts within the meaning of these General Terms and Conditions for Use;
 - b. not to use, copy and distribute content accessible on the EVIDENCE2e-CODEX website for any commercial purposes;
 - c. not to use methods causing the unwanted loading of content unauthorized by the Internet users by using “pop-up”, “blind link” and the like;
 - d. not to impersonate another person or representative of a person who is not authorized to represent or otherwise mislead the EVIDENCE2e-CODEX Consortium or third parties with regard to his/her identity or affiliation to a certain Partner or a group of people;
 - e. to immediately notify the EVIDENCE2e-CODEX Consortium of any case of performed or discovered violation in the use of the provided Services;
 - f. to notify the EVIDENCE2e-CODEX Consortium upon detection of damaged files with a view to their removal.

ARTICLE 9. (1) The Team Member is entitled to post and upload Team Member Content on a server of the Shared Hosting Services Provider through



the tools indicated at the EVIDENCE2e-CODEX website (i.e. file upload forms, information upload forms, etc.) in compliance with all requirements contained in these General Terms and Conditions for Use and on the respective Webpages, from which the respective tools are accessible.

- (2) The Team Member undertakes in the process of use of the Services provided by the EVIDENCE2e-CODEX Consortium not to load/upload on a server of the Shared Hosting Services Provider and not to make known to third parties in any way whatsoever Team Member Content – information, data, text, sound, files, software, video, photographs, graphics, audio materials, communications, nor any other materials or Electronic references to materials:
- a. inconsistent with applicable legislation, these General Terms and Conditions for Use, the Internet ethics or the common rules of decency and morality;
 - b. subject to intellectual property rights of third parties, save with the consent of the right holder;
 - c. constituting trade or professional secret or any other confidential information, whose disclosure is forbidden by a contract, law or an act of a competent state or municipal authority;
 - d. containing information of other Team Members' Passwords or access rights without the consent of their holder, as well as software for access to such passwords or rights;
 - e. containing personal data regarding third parties or any other information protected by law, except in compliance with all applicable requirements for their protection, processing and use;
 - f. calling for or containing human or animal violence, humiliation of human dignity, threats to life and physical integrity of persons or animals;
 - g. depicting accidents and other serious incidents or crimes; victims of accidents, incidents or crimes;
 - h. with pornographic or explicit sexual content;
 - i. representing or calling for discrimination, based on sex, race, nationality, ethnicity, citizenship, origin, religion or belief, education, beliefs, political affiliation, personal or public status, disability, age, sexual orientation, marital status, property status or any other signs as well as propagating any other undemocratic ideology;



- j. harmful to the good name, honour or dignity of third parties;
- k. calling for a violent change of the constitutional order, commission of a crime, personal violence or incitement of racial, ethnic or religious hatred;
- l. presenting or encouraging behaviour, which threatens environment protection;
- m. containing information, inciting the commission of terrorist activities and any information relating to terrorism;
- n. violating any proprietary rights or any legitimate interests of third parties;
- o. of poor quality and unclear content;
- p. with file size exceeding the maximum size determined on the respective Webpages at the EVIDENCE2e-CODEX website.

ARTICLE 10. The Team Member may cease at any time at his/her sole discretion the use of the Services provided by the EVIDENCE2e-CODEX Consortium by cancelling his/her registration on the EVIDENCE2e-CODEX website. The contract between the parties shall be deemed automatically terminated as of the date of cancelling the registration of the Team Member, as the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) shall suspend his/her access to his/her Team Member Account, but the respective Partner shall have the right to access, manage, use or remove any Team Member Content posted, uploaded or stored by the respective Team Member via the respective Team Member Account by naming another Team Member who will act on its behalf.

RIGHTS AND OBLIGATIONS OF EVIDENCE2E-CODEX CONSORTIUM

- ARTICLE 11.** (1) The EVIDENCE2e-CODEX Consortium has no obligation or objective ability to control the way in which the User uses the provided Services and is not liable for the user-generated content, neither for the activity of the User in connection with the use of the Services. The EVIDENCE2e-CODEX Consortium has no obligation to monitor the information stored on a server of the Shared Hosting Services Provider or made accessible by the use of the Services, neither to seek facts or circumstances indicating illegal activity carried out by the User through the use of the Services.
- (2) In compliance with the requirement of the legislation in force the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) stores informational materials and resources, uploaded by the User on the



server of the Shared Hosting Services Provider and shall be entitled to submit them to the competent state authorities in the cases upon proper request in compliance with the relevant procedure.

- (3) The EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) undertakes to take due care to enable the User to use the Services normally and undisturbed. Notwithstanding EVIDENCE2e-CODEX website, including the user-generated content on it, is full, accurate, correct and errorless.
- (4) The EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) is entitled, without being obliged to, at its sole discretion and without any prior notice, to suspend, restrict or change the Services provided to the User, as well as to approach the competent state authorities if, through its behaviour the User, in EVIDENCE2e-CODEX Consortium's opinion, violates provisions of the respective legislation in force, of these General Terms and Conditions for Use or the rights and legitimate interests of third parties.
- (5) The EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) is entitled, without being obliged to, at its sole discretion and without any prior notice, to suspend or restrict the access to certain user-generated content and respectively to remove partially or in full from the server of the Shared Hosting Services Provider user-generated content, when it finds that the latter is inconsistent with the respective legislation in force, these General Terms and Conditions for Use or the rights and legitimate interests of third parties. For avoidance of any doubt this rule shall apply to any user-generated content, including to Team Member Content posted or uploaded via a Team Member Account.
- (6) Upon receipt of claims of third parties that user-generated content, including Team Member Content, uploaded on the EVIDENCE2e-CODEX website violates their intellectual property rights, as well as in case that the User violates intellectual property rights of the EVIDENCE2e-CODEX Consortium, the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) shall be entitled at its sole discretion and without prior warning to suspend the access to such user-generated content until the settlement of such dispute by an act of a competent state authority. Upon receipt of an order from a competent state authority, concerning user-generated content, the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) shall be entitled to suspend the access to the respective user-generated content without prior warning and to carry out other actions



pursuant to the received order.

- (7) The EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) is not obliged to store or restore user-generated content, including Team Member Content or other information from or for the Team Member, which has been deleted by the Team Member, by another Team Member, or by a third party, regardless of the reasons for such deletion.
- (8) The EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) is entitled without prior notice to deactivate the Password for access to the Team Member Account of the Team Member in case that in EVIDENCE2e-CODEX Consortium's opinion the Team Member violates provisions of the respective legislation in force, these General Terms and Conditions for Use or the rights and legitimate interests of third parties. In such cases the EVIDENCE2e-CODEX Consortium shall be entitled to cancel the registration of the Team Member and to delete from the server of the Shared Hosting Services Provider all the Team Member Content he/she has uploaded. The respective Partner shall have the right to access, manage, use or remove any Team Member Content posted, uploaded or stored by the via the respective Team Member Account by naming another Team Member who will act on its behalf. The contract with the Team Member shall be deemed automatically terminated as of the date of cancelling his/her registration.
- (9) Whenever the EVIDENCE2e-CODEX Consortium receives information, which gives grounds to assume that the User's behaviour in the use of the Services may constitute a crime or an administrative violation, the EVIDENCE2e-CODEX Consortium shall be entitled at its sole discretion to approach the competent state authorities and to provide them the necessary cooperation and all necessary information and material, requested in compliance with the relevant procedure, which could be of help for identifying the perpetrator and proving the committed crime or an administrative violation.
- (10) The EVIDENCE2e-CODEX Consortium retains the right to suspend the provision of particular Services, accessible through the EVIDENCE2e-CODEX website, after giving a notice by publishing a communication on the relevant Webpages at the EVIDENCE2e-CODEX website and/or in the Team Member Accounts of the Team Members.
- (11) The EVIDENCE2e-CODEX Consortium is entitled to place on each



of the Webpages of the EVIDENCE2e-CODEX website, including in the Team Member Accounts Electronic references to Websites out of EVIDENCE2e-CODEX Consortium's control. The EVIDENCE2e-CODEX Consortium is not liable for the content, truthfulness and conformity with the law of such Websites and resources, neither for goods or resources, which have become known to the User in the process of use of the Services, nor for the content, truthfulness and conformity with the law of the information in the opinions uploaded by them and other user-generated content.



INTELLECTUAL PROPERTY RIGHTS

- ARTICLE 12.** (1) By uploading any video material, image, text or another material (Team Member Content) on the EVIDENCE2e-CODEX website, the Team Member grants to the EVIDENCE2e-CODEX Consortium the non-exclusive right to use it, record it, store it, distribute it publicly on the Internet, including to offer access to it to an unlimited number of persons in a manner allowing this access to be carried out from a place and at a time individually chosen by each of them, for the needs of and in connection with the provision of the Services, subject to these General Terms and Conditions for Use, without due consideration, and without territorial limitations. Notwithstanding the above, a Team Member shall have the right to determine via his/her Team Member Account whether the Team Member Content posted or uploaded by him/her to be accessible to any User or to Team Members only (via the Intranet).
- (2) The right under the preceding paragraph shall be granted for the period of time in which the Team Member Content is uploaded on a server of the Shared Hosting Services Provider, as well as for a reasonable term following its removal or deletion. The right granted to the EVIDENCE2e-CODEX Consortium includes the right to use the Team Member Content, including the right to sublicense the use of the Team Member Content to other media in connection with the development of the activity of the EVIDENCE2e-CODEX Consortium and/or for the Project. The Team Member declares that he/she is a copyright holder or has the right to use the respective material in the manner specified herein, including the right to sublicense the use of the respective material, having acquired this right on legal, contractual or another lawful grounds, as well as that the uploading



of this content on the EVIDENCE2e-CODEX website and its use in compliance with these General Terms and Conditions for Use does not violate the rights of any third parties. In addition, the Team Member declares that he/she has been given the consent of each person, who participates or is depicted or is in any way whatsoever mentioned in the Team Member Content he/she uploads with view to the shooting, depicting, use of the name or other data regarding such person, as well as the uploading of the respective material on the EVIDENCE2e-CODEX website.

- (3) By uploading any Team Member Content on the EVIDENCE2e-CODEX website, the Team Member agrees and grants to all other Team Members, including Users, the non-exclusive right to access the uploaded materials, the right to use and reproduce them in the manner provided by the EVIDENCE2e-CODEX Consortium through the Services, without due consideration and without territorial limitations (for the whole world). The right under this paragraph shall be granted for the period of time in which the Team Member Content is uploaded on a server of the Shared Hosting Services Provider, as well as for a reasonable term following its removal or deletion. In cases where the access to the Team Member Content is restricted by the respective Team Members to Team Members only via the Intranet, the above rights shall be considered granted by the respective Team Member to Team Members only.
- (4) By uploading any Team Member Content on the EVIDENCE2e-CODEX website, the Team Member agrees and grants to the EVIDENCE2e-CODEX Consortium the right to visualize the uploaded materials in the Team Member Accounts, created by other Team Members, as well as to use at its sole discretion graphic images, advertising formats, etc. in the designing of the Webpages of the EVIDENCE2e-CODEX website, where the Team Member Content is visualized.
- (5) In the use of the Services the User has access to various contents and resources, which are subject to copyright of the EVIDENCE2e-CODEX Consortium, Partner/s, Team Members, or third parties indicated respectively. The User shall have access to the content with a view to its use for personal needs in compliance with these General Terms and Conditions for Use and shall not be entitled to use, record, store, reproduce, change, adapt, publicly distribute the content, which has become accessible to him/her during the use of the Services, except for the cases where he/she has been given the explicit consent of the respective right holders.
- (6) The User shall be obliged not to circumvent, conduct or otherwise



obstruct the normal operation of technical or software applications installed by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) on the EVIDENCE2e-CODEX website with a view to prevention or restriction of the use of the EVIDENCE2e-CODEX website content in violation of the present General Terms and Conditions for Use, including limiting the ways of using or copying user-generated content.

- (7) The Team Member is solely liable for the legitimacy of the Team Member Content posted, uploaded or otherwise made accessible by the him/her through the use of the Services, as well as for his/her actions related to the posting, uploading or otherwise making available such content and the respective consequences.
- (8) The intellectual property rights on all materials and resources on the EVIDENCE2e-CODEX website, apart from the user-generated content set by the Users, including Team Member Content, are subject to protection pursuant to the Bulgarian Copyright and Related Rights Act and/or the Bulgarian Marks and Geographical Indications Act and are held by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) or the respective holder of the intellectual property right that has granted the right of use to the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation), and may not be used in violation of the legislation in force.



LIABILITY

- ARTICLE 13.** (1) The EVIDENCE2e-CODEX Consortium takes all due care that the information available on the EVIDENCE2e-CODEX website will always be correct and up-to-date, but does not guarantee the authenticity and thoroughness of the content and does not commit to any deadlines for updating the information, unless otherwise specified on the EVIDENCE2e-CODEX website (as might be applicable). The EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) takes due care to provide the Services for normal use to the User, but the EVIDENCE2e-CODEX Consortium and LIBRe Foundation are not obliged to and do not guarantee that the Services provided free of charge will satisfy the User's requirements or that the Services will be uninterrupted, timely and secure. By accepting the present General Terms and Conditions for Use, the User declares that the use of the Services provided shall be entirely at his/her risk



and liability, and the parties agree that the EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable for any damages that might be incurred by the User in the course of the use of the Services, unless such damages are caused by the EVIDENCE2e-CODEX Consortium or LIBRe Foundation intentionally or due to gross negligence.

- (2) The EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable for any damages caused on the User's software, hardware, devices and equipment, neither for any loss of data, arising from any materials or resources uploaded or used in any way through the medium of the Services provided.
- (3) The EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable for non-provision of the Services due to any circumstances beyond its control – in cases of force majeure events, random events, any problems in the global Internet and in the service provision beyond the control of the EVIDENCE2e-CODEX Consortium or the one of LIBRe Foundation, any problems due to the User's equipment, as well as in case of unauthorised access or intervention by third parties in the operation of the LIBRe Foundation's Information System or the servers of the Shared Hosting Services Provider.
- (4) By accepting the present General Terms and Conditions for Use, the User declares that he/she realizes the possibility of any interruptions and other kinds of problems in the provision of the Internet connection to the EVIDENCE2e-CODEX website that might arise irrespective of the EVIDENCE2e-CODEX Consortium's and LIBRe Foundation's due care. The User declares that he/she will not claim any indemnifications from the EVIDENCE2e-CODEX Consortium and LIBRe Foundation for loss of profit, any damages incurred or inconvenience caused as of result of the aforesaid interruptions or problems in the Internet connection, including with respect to the capacity of the Internet connection.
- (5) The EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable for the availability, quality of the services or trustworthiness of the external information provided to the User by third parties and indicated in the EVIDENCE2e-CODEX website by means of any reference, including any Electronic references to external data resources.
- (6) The parties acknowledge that the EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable for the non-provision of the



Services or provision of Services with worsened quality as result of tests performed by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) for examination of the equipment, connections, networks and others, for the purposes of improvement and optimization of the Services provided. In such cases, the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) shall notify the User in advance of the expected temporary non-provision or provision with worsened quality of the Services by publishing a relevant announcement on the EVIDENCE2e-CODEX website or in any other appropriate manner.

- (7) The EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable for the Team Member Content, as well as for the User's activity, including Team Member's activity, related to the use of the Services. Besides, the EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable for any damages incurred by other Users as a result of their access to or use of this content provided to them by the User or made accessible through the EVIDENCE2e-CODEX website. The EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable before the User and any third persons for any damages incurred and loss of profit arising as a result of the termination, suspension, amendment or limitation of the Services, the deletion, modification, loss, inauthenticity, inaccuracy or incompleteness of messages, materials or information used, recorded or made accessible through the EVIDENCE2e-CODEX website.
- (8) The EVIDENCE2e-CODEX Consortium and LIBRe Foundation shall not be liable for damages incurred, including loss of profit by the User or any third persons arising as a result of the termination, change or limitation of the Services or the termination of the contract due to violation by the User of these General Terms and Conditions for Use or the legislation in force, or due to provision of information or execution of orders issued by competent authorities.

- ARTICLE 14.** (1) The User shall indemnify the EVIDENCE2e-CODEX Consortium, LIBRe Foundation and any third party for any and all damages and loss of profit incurred, including for penalty payments, attorney fees, litigation expenses and other expenses arising from filed claims by and/or paid compensations to third persons in relation to the user-generated content or other information and materials made available to third persons or made accessible by the User through the use of the Services in violation of the applicable legislation, these General Terms and Conditions for Use and in violation of good faith, as well



as other breach of the User's obligations under these General Terms and Conditions for Use.

- (2) Apart from the above, the Team Member shall be obliged to compensate the EVIDENCE2e-CODEX Consortium or LIBRe Foundation for any and all damages incurred as a result of the use of the Services by third persons that have been provided by the Team Member with his/her Passwords in violation of these General Terms and Conditions for Use.
- (3) The obligations of the parties under Article 14 of the General Terms and Conditions for Use shall remain in effect even after the termination of the contract with the User, including after the termination of the activity and existence of the EVIDENCE2e-CODEX website itself.



PERSONAL DATA PROTECTION

- ARTICLE 15.** The protection of the users' personal data and all their corresponding rights is regulated in the EVIDENCE2e-CODEX Privacy Policy available at <https://evidence2e-codex.eu/a/privacy-policy> in accordance with the General Data Protection Regulation.



TERMINATION OF THE CONTRACT

- ARTICLE 16.**
- (1) Each Team Member shall be entitled to terminate his/her registration at the EVIDENCE2e-CODEX website by means of the deactivation option provided in the Team Member Account, following the procedure specified therein. The contract with the Team Member shall be deemed automatically terminated as of the date of termination of his/her registration.
 - (2) Upon deactivation of the Team Member Account from the EVIDENCE2e-CODEX website, the respective Partner shall have the right to access, manage, use or remove any Team Member Content posted, uploaded or stored by the via the respective Team Member Account by naming another Team Member who will act on its behalf.

- (3) Besides the cases stipulated in the present General Terms and Conditions for Use, the contract between the parties shall be terminated upon occurrence of one of the following circumstances:
- a. termination of the support of the EVIDENCE2e-CODEX website;
 - b. upon mutual consent of the parties;
 - c. in other cases as provided by law.



AMENDMENT OF THE GENERAL TERMS AND CONDITIONS FOR USE

- ARTICLE 17.** (1) As far as the Services provided by the EVIDENCE2e-CODEX Consortium are various and constantly supplemented and modified for the purpose of their development and improvement and with view to legislative changes, the General Terms and Conditions for Use may be unilaterally amended by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation).
- (2) In case of any amendments to the General Terms and Conditions for Use, the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) shall notify the User of such amendments by publishing them on the EVIDENCE2e-CODEX website and/or by publishing in the Team Member Account of the Team Member an announcement containing the texts of the amendments or an Electronic reference to a Webpage containing the amendments. The Team Member shall be granted by the EVIDENCE2e-CODEX Consortium a reasonable term to study the amendments to the General Terms and Conditions for Use, but not less than two weeks as of the publication of the amendments as described above.
- (3) If within the term under Art. 16(2) the Team Member does not claim to reject the amendments to the General Terms and Conditions for Use, the amendments shall be deemed binding for the Team Member. Should the Team Member state to reject the amendments by sending a notification to the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation) to the following email address:
- office -at- evidence2e-codex.eu
- or otherwise as specified by the EVIDENCE2e-CODEX Consortium, the contract under Art. 5(1) shall be deemed terminated immediately upon the receipt of the rejection notification.

- (4) A User shall express his/her disagreement with the amendments to the General Terms and Conditions for Use by suspending the use of the Services accessible to Users.



MISCELLANEOUS

- ARTICLE 18.**
- (1) Unless otherwise explicitly provided, the written statements and notifications stipulated in these General Terms and Conditions for Use shall be deemed valid if made in the form of a letter with a return receipt, email, pressing on or checking in a virtual button/ check box on the EVIDENCE2e-CODEX website and in other similar manner, as far as the statement is technically recorded in a way allowing its reproduction.
 - (2) By accepting the present General Terms and Conditions for Use and entering into a contract, the parties express their consent to deem the electronic statements exchanged between them to be received upon their entry into the Information system specified by the addressee, without an express confirmation. In case the User has specified an invalid email address, the message shall be deemed received upon its being sent by the EVIDENCE2e-CODEX Consortium (via LIBRe Foundation), even if not actually received.
 - (3) If any provision of the General Terms and Conditions for Use proves to be null and void, this shall not entail nullity of the contract, other provisions or other parts thereof. The void provision shall be replaced by the imperative norms of law or by the established practice or custom.
 - (4) These General Terms and Conditions for Use shall not apply to Services assigned with specific rules, unless otherwise provided therein.
 - (5) The General Terms and Conditions for Use shall be governed by Bulgarian law and for all matters not settled by the present General Terms and Conditions for Use, the provisions of the Bulgarian legislation in force shall apply.
 - (6) All disputes between the parties arising from or pertaining to the contract between them, including those arising from or related to their interpretation, validity, performance or termination, as well as disputes on filling any gaps in the contract or its adaptation to new

circumstances, shall be resolved amicably and in good faith, through negotiations and mutual concessions. If it proves impossible to reach agreement, the dispute may be referred for resolution to the competent court in Sofia, in compliance with the Bulgarian legislation in force.

The present General Terms and Conditions for Use are adopted with a decision of the LIBRe Foundation's director on behalf of the EVIDENCE2e-CODEX Consortium on 15 June 2018 prior to the launch of the EVIDENCE2e-CODEX website.

Any subsequent changes to the General Terms and Conditions for Use shall be effective from the date indicated with the corresponding amendments.

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