

## GENERAL TERMS AND CONDITIONS FOR USE OF INFORMATION SERVICES AND CONTENT ACCESSIBLE THROUGH LIBRe FOUNDATION'S WEBSITE



The present document contains the general terms and conditions for use of information services and content accessible through the LIBRe Foundation's website, available at <http://www.libreresearchgroup.org>, hereinafter referred to as '**The Contract**' and regulates the relations between LIBRe Foundation and every user of services or content, accessible through the aforementioned website.



### DEFINITIONS

- ARTICLE 1.** (1) For the purposes of the application and interpretation of the present Rules, the terms and phrases used have the following meaning:
1. „Information system“ - every specific device or combination of devices similar to each other with device or at least one of them is designed to save, send or receive electronic documents.
  2. „Electronic reference“ - a hyperlink, identified on a specific webpage, which allows automated forwarding to another webpage, information resource or an object via standardized protocols.
  3. „Provider of a third-party information storage service“ - natural person or a legal entity providing shared hosting services.
  4. „LIBRe Foundation“ – 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 (B), Floor 3, 1309 Sofia.

5. „User“ – every person who uses the information services or the content offered through the website, administrated by LIBRe Foundation, regardless of the form of the usage.
6. „Random event“ – 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.
7. „Shared hosting services“ – including but not limited to services that provide free disk space, located in the infrastructure of the third parties' information storage service provider; providing access to admin 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 LIBRe Foundation and the third parties' information storage provider; providing technical support services; providing control panel for management of the subscriptions and the registrations of the users.
8. „Content“ – every text, image, sound, video, multimedia or other audio and/or audio-visual content, electronic reference or other material or information, including expressed opinions and/or positions, published on the LIBRe Foundation's website and stored on a server owned by the third parties' information storage service provider, access to which is granted via the website of LIBRe Foundation.
9. „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 to unified resource address (URL) in an electronic communications network using the hypertext transfer protocol (http/https).
10. „LIBRe Foundation's website“ – a website, developed and administrated by LIBRe Foundation and available at <http://www.libreresearchgroup.org> and which offered the user various information services and content which are subject to the present Rules.
11. „Services“ – the services offered via the website of LIBRe Foundation.

12. „Webpage“ – a hypertext document containing files, images, audio, video and/or audio-visual and other content accessed through a unified resource address (URL).
  13. „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 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) The serviced provided by LIBRe Foundation via its website include but are not limited to services for searching, processing and granting access to information and content, available to users in the form of text, images, audio, video and/or audio-visual resources, etc., as well as all the other services related to the former.
- (2) LIBRe Foundation periodically improves the services, available through its website in accordance with its activities, by alternating the number of the services, their characteristics and the way they are provided. In this regard LIBRe Foundation may create or delete certain functionalities of the services as well as to stop providing them.



## GENERAL PROVISIONS

- ARTICLE 3.** (1) The present conditions are applicable to the provision of services through the LIBRe Foundation's website and they are an immanent part of the contract concluded between LIBRe Foundation and the user.
- (2) LIBRe Foundation reserves the right to amend these present Terms and Conditions at any moment by publishing the Terms and Conditions on LIBRe Foundation's website.
- (3) The text of the present Terms and Conditions is available in the internet at  
<http://libreresearchgroup.org/en/a/general-terms-and-conditions>  
in a format which allows its storage and playback.
- (4) The electronic reference to the webpage under the previous paragraph which contains the text of the present Terms and Conditions is visible at the bottom of every webpage on the website.
- (5) The present Terms and Conditions are considered binding for LIBRe Foundation from the moment of their publishing on its website.
- (6) The user confirms that they are familiar with the present Terms and Conditions.
- (7) The user confirms he/she is of legal age and legally incapacitated. In case the user is not of legal age, they confirm they received their parent's agreement or legal guardian in accordance to the requirements of the Bulgarian legislation.



## FREE DELIVERY OF SERVICES

- ARTICLE 4.** (1) The services available through the LIBRe Foundation's website are offered to the user free of charge.

- (2) Regardless of the possible changes in the present Terms and Conditions or in the usage and access mode, the user does not need to pay for using the services.



## CONCLUSION OF THE CONTRACT

- ARTICLE 5.**
- (1) The contract is considered binding upon the parties from the moment the user has read the content of the present Terms and Conditions and has accepted them.
  - (2) The user confirms they are familiar with the present Terms and Conditions, agree with them and that the user takes the obligation to follow them every time the user uses the services and the content available through the LIBRe Foundation's website.
  - (3) Use within the meaning of the preceding paragraph includes, but is not limited to, any opening, displaying, and playback of a webpage on the LIBRe Foundation's website, clicking or tapping an electronic reference visible on the home page or any other webpage from the LIBRe Foundation's website.
  - (4) Should the user disagree with any of the provisions contained in the present Terms and Conditions, they must not use the LIBRe Foundation's website or any of the services available through it. If the user is already using or has used them, they should stop the usage immediately and leave the LIBRe Foundation's website.



## RIGHTS AND OBLIGATIONS OF THE PARTIES

### RIGHTS AND OBLIGATIONS OF THE USER

- ARTICLE 6.**
- (1) The user has the right to access to the services provided through the LIBRe Foundation's website, subject to compliance with the conditions and access requirements to the services as defined by LIBRe Foundation.
  - (2) The user has the right to access to information in the form of text, graphic, audio, video or audio-video content, subject to the following limitations:

1. Access to audio, video or audio-visual content shall be available on demand only, via media streaming. Media streaming is the transmission of a steady stream of audio and/or video signals through an electronic communications network from the LIBRe Foundation's website or via an electronic link to websites created, maintained and administered by third parties to an end user device that allows them to watch and listen to the content in real-time without having a permanent copy of the content or being able to download and record it;
2. Downloading and recording the content is provided only with the permission of the LIBRe Foundation or the third parties concerned. An indication of such permission is, for example, the existence of an explicit download and record option in the form of a button or an electronic link that leads to the corresponding content.

**ARTICLE 7.** When using the services provided by LIBRe Foundation through the LIBRe Foundation's website, the user is obliged:

1. to refrain from committing unlawful actions under the present Terms and Conditions;
2. to not use, copy or distributes the content, available on the LIBRe Foundation's website for commercial usage;
3. not to pose as another person or agent of any other natural or legal person or group of persons not authorised to represent or mislead LIBRe Foundation or third parties regarding their identity or their belonging to a particular professional or other group;
4. to notify LIBRe Foundation about every case of violation in the usage of the services available through the LIBRe Foundation's website;
5. to notify LIBRe foundation when any damaged, broken or out of date content or electronic links are found in order for them to be timely fixed, removed or updated.

## **RIGHTS AND OBLIGATIONS OF LIBRE FOUNDATION**

**ARTICLE 8.** (1) LIBRe Foundation is obliged to take due diligence to enable the user to use the services normally and undisturbed. Nevertheless, LIBRe Foundation does not guarantee that the content available

through the LIBRe Foundation's website is complete, accurate, correct, and exhaustive.

- (2) LIBRe Foundation is entitled but it does not have the obligation, at its own discretion and without warning, to suspend, restrict or change the services provided to the user through its website.
- (3) LIBRe Foundation is entitled but it does not have the obligation, at its own discretion and without any previous notification to cease, limit or change the services, provided for the user via LIBRe Foundation's website, as well as to notify the competent state authorities if it determines that user's actions violate the norms of the Bulgarian legislation, the present Terms and Conditions or endangering the rights of third parties.

- ARTICLE 9.**
- (1) LIBRe Foundation is entitled to place electronic references on every webpage in the website of LIBRe Foundation which redirect to websites that are not controlled by LIBRe Foundation.
  - (2) LIBRe Foundation is not responsible for the content, authenticity and legality of the websites under paragraph 1 or the content distributed through them, as well as services or content made available to the user when using the services of the LIBRe Foundation's website.



## INTELLECTUAL PROPERTY RIGHTS

- ARTICLE 10.**
- (1) When using the services subject to the present general terms and conditions, the user has access to a variety of content, which may include content protected by copyright, trademark or other intellectual property rights of LIBRe Foundation or of designated third parties.
  - (2) The intellectual property rights on the content in the LIBRe Foundation's website are protected by the Copyright and Related Rights Act, the Law on Marks and Geographical Indications and other applicable laws and belong to LIBRe Foundation or the respectively designated third parties who have subrogated to LIBRe Foundation the right to use the relevant protected objects.



## LIABILITY

- ARTICLE 11.** (1) LIBRe Foundation ensures that the information available on the LIBRe Foundation's website is always correct and up-to-date but does not guarantee the authenticity and completeness of the content and does not commit to deadlines for updating the information unless stated otherwise on the website of LIBRe Foundation.
- (2) LIBRe Foundation takes due care to enable the user to make normal use of the services but has no obligation and does not guarantee that the services provided will satisfy the user's requirements or that they will be uninterrupted, timely or secure.
- ARTICLE 12.** (1) By accepting these General Terms and Conditions, the user declares that the use of the services provided will be entirely at his own risk and responsibility.
- (2) The parties agree that LIBRe Foundation shall not be liable for any damages caused to the user by using the provided services, unless they have been caused by LIBRe Foundation either intentionally or with gross negligence.
- (3) LIBRe Foundation is not responsible for any damages caused to the user's software, hardware or equipment, or for the loss of data resulting from content stored or used in any way through the provided services.
- ARTICLE 13.** (1) LIBRe Foundation is not responsible for failing to provide services under circumstances beyond the control of LIBRe Foundation, including in cases of force majeure, accidental occurrence, interruption of global or local Internet connectivity caused by damage to the basic physical infrastructure, improper software configuration, network overloading, denial of service attacks, and any other issues in the provision of services beyond the control of LIBRe Foundation, problems caused by the user's equipment, as well as in cases of unauthorized access or unlawful interference of third parties in the functioning of the information systems of LIBRe or the provider of a third-party-information-storage service.
- (2) LIBRe Foundation is not responsible for the accessibility, quality of service or the reliability of any external content provided to the user by third parties or referred to in any way via the LIBRe Foundation's website, including through electronic links, redirecting the user to external content sources.



- ARTICLE 14.** (1) LIBRe Foundation is not responsible for the user's actions or inactions related to the use of the services.
- (2) LIBRe Foundation shall not be liable for any pecuniary or non-pecuniary damages suffered, including lost profits resulting from the termination, suspension, alteration or limitation of services, deletion, modification, loss, lack of credibility, inaccuracy or incompleteness of messages, sources, information or other content used, recorded or made available through the LIBRe Foundation's website.
- (3) LIBRe Foundation is not liable for pecuniary or non-pecuniary damages suffered, including the loss of profits by the user or third parties caused by termination of the contract due to non-compliance by the user with the requirements of these General Terms and Conditions, non-observance of the provisions of the current legislation or the execution of orders by competent state authorities.



## **TERMINATION OF THE CONTRACT**

- ARTICLE 15.** Except in other cases provided for in present General Terms and Conditions, the contract between the parties shall terminate upon any of the following circumstances:
1. suspension of the maintenance of the LIBRe Foundation's website;
  2. by mutual consent of the parties;
  3. other cases provided by the law.



## **AMENDMENT OF THE GENERAL TERMS AND CONDITIONS**

- ARTICLE 16.** (1) Since the services provided by LIBRe Foundation are constantly subject to additions and modifications due to their development, and in view of possible legislative changes, the present General Terms and Conditions may be unilaterally changed by LIBRe Foundation.
- (2) In case of amendments in the General Terms and Conditions, LIBRe foundation notifies the user about the amendments made

via publishing the text of the amendments on the LIBRe Foundation's website in reasonable time after they come into force.

- (3) The user may disagree with the changes in the general terms and conditions by terminating the use of the services available through the LIBRe Foundation's website. If the user continues to use the services provided by the website after the amendments came into force, the user will be deemed to have agreed to the amended terms and conditions.

**ARTICLE 17.** LIBRe Foundation undertakes the necessary measures for the protection of the user's personal data according to the requirements of the Personal Data Protection Act and the current Bulgarian and European legislation. The Privacy Policy of LIBRe foundation is available on the LIBRe Foundation's website at:

<http://libreresearchgroup.org/en/a/privacy-policy>



## MISCELLANEOUS

- ARTICLE 18.**
- (1) Except as expressly provided, the written statements and messages mentioned in the current General Terms and Conditions shall be deemed valid if they are made in the form of a letter of acknowledgment, e-mail, push of a button or radio button or a ticking in the LIBRe Foundation's website and so on, insofar as the statement is technically recorded in a way that enables it to be played back.
  - (2) Should one or more of the provisions of these General Terms and Conditions be declared invalid in whole or in part, this shall not invalidate the Contract, any other provisions or other individual parts thereof which remain in force between the Parties. The invalid clause will be deemed to be replaced by the mandatory rules of the law or established practice and customs.
  - (3) The present Terms and Conditions shall be applied in accordance with the laws of the Republic of Bulgaria, and for all matters not settled by them, the provisions of the effective legislation of the Republic of Bulgaria shall apply.
  - (4) Any disputes between the parties arising from or relating to the contract concluded between them, including questions relating to the interpretation, nullity, performance or termination of the

contract, as well as disputes concerning the filling of gaps in the contract or its amendment in relation to new circumstances, will be resolved in a spirit of understanding and good faith through negotiations and mutual concessions between the parties. In the event that an agreement is not reached, the dispute may be referred for settlement by the court competent under Bulgarian law in the city of Sofia.

*The present General Terms and Conditions are adopted with a decision of the LIBRe Foundation's director on 01.10.2015 prior to the launch of LIBRe Foundation's website. Amended on 21.04.2017.*

*Any subsequent changes to the Rules shall be effective from the date indicated with the corresponding amendments.*

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