

Terms of Use of Information Services and Content Accessible Through the TREIO Website

The present document contains the general terms and conditions of the contract for the use of the information services and resources (the Terms of Use) provided by the TREIO Consortium through the TREIO website, accessible via <https://treio.eu/>. They regulate the relations between the TREIO Consortium and any user of the services and resources accessible through the TREIO website.

The TREIO website is developed, managed, and administered by the TREIO Consortium via LIBRe Foundation (Bulgaria).

Should any questions or concerns regarding the present Terms of Use occur, you can contact the TREIO Consortium via

the Institute of Legal Informatics and Judicial Systems to the National Research Council (Italy), acting in their capacity of a project coordinator and official representative of the TREIO Project, or via

LIBRe Foundation, acting in their capacity as TREIO website administrator, using the following email address: office@treio.eu, or the contact form provided at the TREIO website and available at <https://treio.eu/signal>.





Definitions

- Article 1.** (1) For the purposes of the application and interpretation of the present Terms of Use, the terms and phrases used have the following meaning:
1. 'Project' – 'Training on European Investigation Order' Project (the TREIO Project) is a project funded by the European Union's Justice Programme (2014-2020) under Call JUST-JTRA-EJTR-AG-2019 and implemented under Grant Agreement No. 882068 within the 01/04/2020 – 31/03/2022 (24 months) period.
 2. 'TREIO Consortium' – the TREIO Project Consortium, formed by the following beneficiaries (partners) acting jointly as a consortium under Grant Agreement No. 882068: Institute of Legal Informatics and Judicial Systems to the National Research Council (Italy), acting in their capacity of a project coordinator and official representative of the TREIO Project; Institute for Research on Population and Social Policies to the National Research Council (Italy); University of Groningen (Netherlands); LIBRe Foundation (Bulgaria); European Cybercrime Training and Education Group (Belgium); Federal Ministry of Justice (Austria); Aristotle University of Thessaloniki (Greece); University of Vienna (Austria); Agenfor International Foundation (Italy); Public Prosecutor's Office (Portugal); Ministry of Justice (Greece); and Supreme Judicial Council (Bulgaria).
 3. 'Partner' – each of the beneficiaries within the TREIO 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, Unique Identification Code 176860854, with seat and address of management: 64, Dimitar Petkov Str., Ent. B (Б), Floor 3, 1309 Sofia, Bulgaria; a Partner in the TREIO 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. 'TREIO website' – a Website, developed, managed and administrated by the TREIO Consortium (via LIBRe Foundation) and available at <https://treio.eu/>, offering the user various information services and content which are subject to the present Terms of Use.
8. 'TREIO File Exchange Platform' – a self-hosted on-premises content collaboration platform, provided by a third-party service provider, accessible only by Team Members via <https://cloud.treio.eu/>.
9. 'Information system' – each 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 User's unique username, serves for access to his/her Team Member Account.



12. 'Services' – the information and other services and content offered via the TREIO website.
13. 'User' – every person who uses the information services or the content offered through the TREIO website, regardless of the form of the usage, and who does not meet the registration criteria.
14. 'Team Member' – any User that has successfully met the registration criteria, being a member of a Partner's team and acting on behalf of the respective Partner when accessing the TREIO website and using the Services, and has received a Team Member Account.
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 TREIO website.
16. 'Team Member Account' – a separate section of the TREIO File Exchange Platform, containing information on the Team Member, 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 a username and a Password acquired. 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 TREIO 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 TREIO Consortium (via LIBRe Foundation) and the Shared Hosting Services Provider; providing technical support services; providing control panel for management of the subscriptions of Users; log in functionality for 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 TREIO website, the TREIO Consortium (via LIBRe Foundation) provides Users with the Services specified in these Terms of Use under the condition of strictly observing the requirements of the Terms of Use mentioned herein by the latter.
 - (2) Some of the Services provided may be used without necessarily completing any form of 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 TREIO website, as well as other services conceded to Users.
 - (3) Some of the Services provided can be used only after a User meets the registration criteria, thus acquiring the status of a Team Member and receiving 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 his/her Password, the possibility to post, upload and store Team Member Content in compliance with the available functionalities of the TREIO File Exchange Platform, to remove posted or uploaded by him/her Team Member Content on the TREIO File Exchange Platform, to access and download any Team Member Content available within the TREIO File Exchange Platform, 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 Terms of 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 TREIO website. The TREIO Consortium does not bear responsibility if the User cannot gain access due to problems which are not in the control of the TREIO Consortium (hardware, software issue, problems regarding Internet connection, etc.).

- (5) Due to the fact that the Services provided by the TREIO Consortium may vary and are continuously being modified with a view to improving and tailoring them 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 TREIO Consortium (via LIBRe Foundation). In this regard the TREIO 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 TREIO 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 Terms of Use are applicable to the provision of Services through the TREIO website and they are an immanent part of the contract concluded between the TREIO Consortium and the Team Members. The present Terms of Use shall also respectively apply to the relations between the TREIO 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 TREIO Consortium reserves the right to amend these present Terms of Use at any moment by publishing the amended



Terms of Use on the TREIO website.

(3) The present Terms of Use are considered binding for the TREIO Consortium from the moment of their publishing on the TREIO website and/or of the respective date of entering into force.

(4) The text of the present Terms of Use is available on the Internet, on the following Webpage

<https://treio.eu/a/terms-of-use>

in a form that allows their storage and reproduction. The Electronic reference to the Webpage containing the text of the present Terms of Use is displayed at the bottom of every Webpage of the TREIO website.

(5) With every use of the Services provided through the TREIO website, including by opening a Webpage of the TREIO website, as well as by clicking on an Electronic reference displayed on the home page or any other Webpage of the TREIO website, the User declares that he/she has read the present Terms of Use, agrees to them and undertakes to observe them. If a User does not agree with any requirement, provided for in the present Terms of Use, the latter shall not use the TREIO website or any of the Services.

Article 4. (1) To use the Services specified in Art. 2(3) of the present Terms of Use, the User shall acquire a Team Member Account.

(2) To acquire a Team Member Account, the User shall be provided with access details by the TREIO Consortium (via LIBRe Foundation). The TREIO Consortium (via LIBRe Foundation) shall send access details 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 access details to third parties and shall immediately notify the TREIO Consortium in case of unauthorised access, as well as if there is probability of such to his/her access details. The User shall be obliged to take all due care and the necessary measures, which are reasonably needed



in order to protect his/her access details and shall be fully liable for all actions performed by him/her or by a third party through the use of the respective access details.

- (3) The TREIO Consortium shall have the right, but shall not have the obligation, to undertake and carry out at any time any further actions to check and verify whether a Team Member is duly authorised to act on behalf of a respective Partner. The TREIO 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. The contract between the parties shall take effect at the moment when the consent is expressed as described in Articles 3 and 4 above. The contract is concluded in English. By agreeing to the present Terms of Use the User agrees the communication with him/her to be performed by email.

- Article 6.**
- (1) The acquisition of a Team Member Account entitles the Team Member to use the Services as per Art. 2(3) of the present Terms of Use free of charge. The Team Member shall use the Services on behalf of the respective Partner.
 - (2) By accepting the present Terms of Use the Team Member agrees that his/her access to the Team Member Account can be blocked or temporary suspended by the TREIO Consortium (via LIBRe

Foundation) at any time upon respective request by the Partner. By accepting the present Terms of Use the Team Member also agrees that his/her contract with the TREIO Consortium concluded under the present Terms of Use could be terminated at any time by the TREIO 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 TREIO website by the Team Member (including his/her personal data) via his/her Team Member Account. By accepting the present Terms of 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 information provided by the Team Member in his/her Team Member Account shall be true, exact, and not misleading.
 - (2) The Team Member undertakes not to reveal his/her Password to third parties and to immediately notify the TREIO 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.
 - (3) The TREIO Consortium shall not verify and shall not be liable for the truthfulness of the information provided by the Team Member during the use of the Services, nor whether the name 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 TREIO website in compliance with the requirements for access to the respective Services as determined by the TREIO Consortium.
- (2) The User is entitled to access the content uploaded in the TREIO website, solely for the aims and purposes set by the TREIO Consortium and by using the regular functionalities of the TREIO 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 TREIO 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 TREIO Consortium, such as an 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 TREIO website, by any other technology or device, different from the technologies and devices provided by the TREIO website and carried out through its regular functionality.
- (4) The User undertakes in the process of use of the Services provided by the TREIO Consortium:
- a. not to perform unlawful conducts within the meaning of these Terms of Use;

- b. not to use, copy and distribute content accessible on the TREIO 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 TREIO 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 TREIO Consortium of any case of performed or discovered violation in the use of the provided Services;
- f. to notify the TREIO 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 TREIO website (i.e. file upload forms, information upload forms, etc. available via the TREIO File Exchange Platform) in compliance with all requirements contained in these Terms of 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 TREIO 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 Terms of 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 TREIO website.

Article 10. The Team Member may cease at any time at his/her sole discretion the use of the Services provided by the TREIO Consortium by cancelling his/her access to the TREIO website. The contract between the parties shall be deemed automatically terminated as of the date of cancelling the access of the Team Member, as the TREIO 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 TREIO Consortium

- Article 11.**
- (1) The TREIO 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 TREIO 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 TREIO 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 TREIO Consortium (via LIBRe Foundation) undertakes to



take due care to enable the User to use the Services normally and undisturbed. Notwithstanding TREIO website, including the user-generated content on it, is full, accurate, correct, and errorless.

- (4) The TREIO 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 TREIO Consortium's opinion, violates provisions of the respective legislation in force, of these Terms of Use or the rights and legitimate interests of third parties.
- (5) The TREIO 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 Terms of 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 TREIO website violates their intellectual property rights, as well as in case that the User violates intellectual property rights of the TREIO Consortium, the TREIO 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 TREIO 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 TREIO 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 TREIO 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 TREIO Consortium's opinion the Team Member violates provisions of the respective legislation in force, these Terms of Use or the rights and legitimate interests of third parties. In such cases the TREIO Consortium shall be entitled to cancel the access 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 access.
- (9) Whenever the TREIO 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 TREIO 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 TREIO Consortium retains the right to suspend the provision of particular Services, accessible through the TREIO website, after giving a notice by publishing a communication on the relevant Webpages at the TREIO website and/or in the Team Member Accounts of the Team Members.

(11)The TREIO Consortium is entitled to place on each of the Webpages of the TREIO website, including in the Team Member Accounts, Electronic references to Websites out of TREIO Consortium's control. The TREIO 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 TREIO website, the Team Member grants to the TREIO 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 Terms of 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 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 TREIO 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 TREIO 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 TREIO website and its use in compliance with these Terms of 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 TREIO website.

- (3) By uploading any Team Member Content on the TREIO 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 TREIO 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 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 TREIO website, the Team Member agrees and grants to the TREIO 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 TREIO 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 TREIO 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 Terms of 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 TREIO Consortium (via LIBRe Foundation) on the TREIO website with a view to prevention or restriction of the use of the TREIO website content in violation of the present Terms of 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 TREIO 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 TREIO Consortium (via LIBRe Foundation) or the respective holder of the intellectual property right that has granted the right of use to the TREIO Consortium (via LIBRe Foundation), and may not be used in violation of the legislation in force.

Liability

- Article 13.** (1) The TREIO Consortium undertakes with due care to ensure that the information available on the TREIO website is always 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 TREIO website (as might be applicable). The TREIO Consortium (via LIBRe Foundation) takes due care to provide the Services for normal use to the User, but the TREIO 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 Terms of 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 TREIO 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 TREIO Consortium or LIBRe Foundation intentionally or due to gross negligence.
- (2) The TREIO Consortium and LIBRe Foundation shall not be liable for any damages caused to 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 TREIO 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 TREIO 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 Terms of 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 TREIO website that might arise irrespective of the TREIO Consortium's and LIBRe Foundation's due care. The User declares that he/she will not claim any indemnifications from the TREIO 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 TREIO 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 TREIO website by means of any reference, including any Electronic references to external data resources.
- (6) The parties acknowledge that the TREIO 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 TREIO 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 TREIO 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 TREIO website or in any other appropriate manner.
- (7) The TREIO 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 TREIO 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 TREIO website. The TREIO 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 TREIO website.

- (8) The TREIO 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 Terms of 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 TREIO 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 Terms of Use and in violation of good faith, as well as other breach of the User's obligations under these Terms of Use.
- (2) Apart from the above, the Team Member shall be obliged to compensate the TREIO 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 Terms of Use.
- (3) The obligations of the parties under Article 14 of the Terms of 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 TREIO website itself.



Personal Data Protection

Article 15. The protection of the users' personal data and all their corresponding rights is regulated in the TREIO Privacy Policy available at <https://treio.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 access to the TREIO website. The contract with the Team Member shall be deemed automatically terminated as of the date of termination of his/her access.
 - (2) Upon terminating a Team Member's access to the TREIO 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 Terms of Use, the contract between the parties shall be terminated upon occurrence of one of the following circumstances:
 - a. termination of the support of the TREIO website;
 - b. upon mutual consent of the parties;
 - c. in other cases as provided by law.



Amendment of the Terms of Use

- Article 17.** (1) As far as the Services provided by the TREIO Consortium are various and constantly supplemented and modified for the purpose of their development and improvement and with view to legislative changes, the Terms of Use may be unilaterally amended by the TREIO Consortium (via LIBRe Foundation).
- (2) In case of any amendments to the Terms of Use, the TREIO Consortium (via LIBRe Foundation) shall notify the User of such amendments by publishing them on the TREIO 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 TREIO Consortium a reasonable term to study the amendments to the Terms of 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 Terms of 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 TREIO Consortium (via LIBRe Foundation) to the following email address:
- office@treio.eu
- or otherwise as specified by the TREIO 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 Terms of 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 Terms of 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 TREIO 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 Terms of 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 TREIO Consortium (via LIBRe Foundation), even if not actually received.
- (3) If any provision of the Terms of 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 Terms of Use shall not apply to Services assigned with specific rules, unless otherwise provided therein.
- (5) The Terms of Use shall be governed by Bulgarian law and for all matters not settled by the present Terms of 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 Terms of Use are adopted with a decision of the LIBRe Foundation's director on behalf of the TREIO Consortium on 29 May 2020 prior to the launch of the TREIO website.

Any subsequent changes to the Terms of Use shall be effective from the date indicated with the corresponding amendments.

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