

Privacy Policy

TERMS AND CONDITIONS

For access to information services offered on the Internet Gateway www.europe.bg

Chapter One

TERMS AND CONDITIONS AND COMPETENCE OF THE ADMINISTRATOR OF THE INFORMATION SERVICES

Section I Terms and Conditions Subject and announcement of the Terms and Conditions

Article 1 (1) These Terms and Conditions regulate the access of users to the services offered by the Europe Gateway www.europe.bg and available on-line through the Internet;

(2) The Terms and Conditions are announced on the Internet pages in their current version and a reference to the most recent changes and annexes;

(3) The users have a constant access to the most recent Terms and Conditions. The Europe Gateway www.europe.bg informs them by system messages about changes that occur in the Terms and Condition;

(4) For brevity purposes, in these Terms and Conditions the Europe Gateway www.europe.bg is called Administrator. Users and information services

Article 2 (1) Users of the information services may be legally competent and capable physical persons and legal entities who obtain access to it as:

1. Public Users (Registered Users) – free registration;
2. Experts – extended registration;
3. Clients (users of the services of Europe Gateway www.europe.bg) - paid registration.

(2) The following Terms and Conditions are valid for each of the categories specified in (1):

1. Change language;
2. Search in content;
3. Relations between documents;
4. Review of the summaries for the policy;
5. Achieve by categories;
6. Review of the summaries for the programs and projects;
7. Review of the useful links;
8. Send a message to the team;
9. Registration in my.europe.bg;
10. Send me my forgotten password.

(3) Registered Users – they have free access and rights connected to the following:

1. Review of the news;
2. Review of the content by public categories;
3. Survey and participation in discussions;
 - 3.1. Submission of commentaries on the discussions;
4. Review and search by the organizational profile key fields;
 - 4.1. Request for organization;
5. Review of the biography - statistics;
 - 5.1. Application for expert;
6. Review and search by the tenders key fields;

Privacy Policy

6.1. Application for full information.

(4) Experts – they have free access and rights connected to the following:

1. Review of the contents of the public news;

1.1. Review of the news relevant to a specified subject;

2. Review of the contents of Europe Gateway and possibility for uploading and downloading information on Europe.bg and to print documents in DOC and PDF file types;

3. Participation in discussions;

3.1. Moderator of discussions;

4. Management of the Biography;

4.1. Review and search by the biographies key fields;

5. Application for full information on certain policy.

(5) All Clients pay for the following services and obtain access to the following sections:

1. Review of all news by categories;

1.1. Review of press releases by request (the distribution into rubrics is optional);

2. Review of the contents of Gateway Europe and possibility for uploading and downloading information on Europe.bg and to print documents in DOC and PDF file types;

2.1. Review of the contents of the hidden categories; printing of documents in DOC and PDF file types;

3. Submission of commentaries about the documents;

3.1. Participation in discussions;

4. Review and search by the organizational profile key fields;

4.1. Management of the organizational profile, if authorized;

5. Review and search by the biographies key fields;

6. Review and search by the tenders key fields;

7. Specialized monthly report for the forthcoming competitions.

(1) Explanations for used terms:

1. Review of the contents – option for reading of the documents; if downloading is not allowed there will be no option for it;

2. Public category – review of the contents by categories;

3. Hidden category – adjustment of the category for a specific group of users;

4. Commentaries about the documents – submission of commentaries;

5. Participation into discussion – after a valid registration only;

6. Management of the organizational profile – rights regarding the contents – it will be published after approval of member of Europe Gateway.

7. Management of the Biography - rights on the content but can be published after the prior approval of the member of the Europe Gateway;

8. Press release by request – preparation of a form for detailed request concerning the separate components of Europe Gateway and the specialized modules*;

9. Print – printing option for the documents on Europe Gateway;

10. Conversion into PDF files – an option for generation of PDF files of the documents on Europe Gateway;

11. Download – an option for downloading of the documents on Europe Gateway;

12. Upload – an option for uploading of the documents on Europe Gateway;

13. Key fields from the biographies – key words from all classifiers within the module;

Privacy Policy

14. Specialized monthly report for the forthcoming competitions – a press clipping of the forthcoming competitions*;

15. Administrative panel – a specialized module for management of the IS and its modules. Access to this section of the IS will have only a limited number of user groups and/or authorized individuals – members of the IS Europe. Nature of the information Article 3 (1) This Internet site has solely informative purpose; After logging-on to this site, the clients may use its services only after declaring their consent with the current Terms and Conditions and their most recent changes and annexes in the order and manner envisaged in them.

Section II Administrator's Competence

Article 4 (1) The Administrator gives the users electronic access to the informational services offered by this site, according to the Terms and Conditions.

(2) The Administrator has the right to change, expand, or terminate at all times the services offered by this site, as well as to change, expand, or terminate the operation of the present Terms and Conditions.

(3) If, after making public the Terms and Conditions, some legal acts that lead to controversy with the Terms and Conditions are amended, until appropriate changes are made in these Terms and Conditions, the legal acts will have authority.

(4) If cases such as the ones described in paragraphs (2) and (3) occur, the administrator will send a system message to inform about the changes that have been introduced.

GENERAL PRACTICES REGARDING AGREEMENT WITH THE TERMS AND CONDITIONS OF USER ACCESS. TERMINATION OF ACCESS.

Section I General Practices Regarding Agreement with the Terms and Conditions of User Access Electronic Confirmation and Registration Forms

Article 5 (1) In order to acquire the a user status, one have to agree with the Terms and Conditions through electronic confirmation and filling up of a registration form.

(2) The electronic confirmation is made by pressing the button "ACCEPT", located at the bottom of the Terms and Conditions page.

(3) The registration forms are filled up electronically after choosing the "REGISTER NOW" button.

(4) Only the clients of Europe Gateway are obliged also to print, sign, and stamp the registration form and mail it to the address specified by the administrator. User Name and Password

Article 6: (1) The registered users and experts enter their user name and password to register for this site.

(2) Clients receive user names and passwords form the administrator to register for this site. User names and passwords are given within three days of agreeing and accepting the Terms and Conditions and paying the corresponding fee.

(3) The above specified user names and passwords are for private use and can not be transferred to others.

(4) Users are responsible for all actions resulting from the use of their user names and passwords.

(5) Users are obliged to immediately inform the administrator in case of a lost or stolen user

Privacy Policy

name and/or password, as well as in case if they consider that it is possible that their user names and/or passwords might be used by third persons seeking to illegally access this site.

(6) Users are obliged to take preventive measures in order not to allow the illegal use of their user names and passwords by third persons. It is advisable to:

1. periodically change or request a change of their password, as well as to inform immediately the administrator when they believe their passwords are being used by third persons;
2. not write down their user names and passwords on easily accessible places;
3. terminate their work session with the information service by closing the web-browser they are using (Netscape Navigator, Microsoft Internet Explorer, etc.);
4. take, at their discretion, other measures in this respect.

(7) The Administrator reserves all rights to cancel user names and passwords at any time and without previous notice, only in cases, however, described in Section II of this

Chapter. Electronic Communication

Article 7 (1) The electronic communication is done by the user through his or her e-mail.

(2) The users are obliged not to use the electronic communication via e-mail that is given to them by performing actions that violate the current national legislation. Section II Termination of Access

Article 8 (1) The Administrator will temporarily stop a user's access to the information services in the existence of the following conditions:

1. owing to unforeseen circumstances;
2. during a period of technical prevention – the users will be informed in advance;
3. a minor violation of the Terms and Conditions;
4. delays of the client's payments (i.e. the corresponding fee).

(2) After the above conditions no longer exist, the access to the information services will be restored.

Article 9 (1) The Administrator will terminate a user's access to the information services in the following cases:

1. a significant violation of the Terms and Conditions;
2. a termination of the Terms and Conditions as determined in Chapter V;
3. a request by the user;
4. a disagreement by the user with the changes of the Terms and Conditions, addressed to the Administrator.

Chapter Three

OWNERSHIP OF THE CONTENT PROVIDED. CONFIDENTIALITY

Section I Ownership of the content provided

Article 10. (1) The ownership of the services and information provided on this site belongs to the Administrator and are protected by the Copyright Act.

(2) Users may record, print or store on a magnetic device excerpts from this site for personal use only.

(3) Users are obliged not to reproduce, transfer, authorize, or distribute to third persons under any form parts or whole pages of the information and services provided on this site without explicit reference to the source. In case of commercial activity prior written consent of the administrator is

Privacy Policy

obligatory.

(4) Users undertake not to use the information or the services provided on the site in breach of or with the purpose of infringement of the legislation in force. Section II Confidentiality

Article 11. (1) The Administrator undertakes to perform all necessary measures to keep the information provided by users and stored or created through the use of the information services confidential.

(2) The Administrator has the right to disclose the information under the preceding paragraph:

1. to his employees and representatives;
2. in a formal inquiry by state servants in an execution of a law;
3. in activities related to offering, providing or maintenance of an information system.

Chapter Four

RISKS AND LIMITED LIABILITY

Article 12. (1) The Administrator in good will endeavors to limit the risk from providing not accurate, incomplete or outdated information to the users.

(2) The Administrator, his agents and subcontractors are fully responsible for:

1. direct and collateral damages arising from discrepancies and incompleteness of the information provided to the users;
2. delays, interruptions and/or mistakes in delivering any part of the information or service provided;
3. damages incurred from communications, services or information, as well as from computer viruses or other codes and software that may alter, erase, interrupt, deactivate, slow or otherwise destroy the content provision and software or service, hardware data owned by the users;
4. loses or damages inflicted by the users during the use of the information services;
5. loses resulting from malfunctions in the electric equipment, illegal access, strikes, failures within the system as well as other circumstances outside the will of the Administrator;
6. the content and the quality of the information, which has become accessible for the users via links of this site to other sites;
7. the activities of the users or for their mistakes or omissions in sending the messages via the e-mail;
8. the storage, losses or forgetting of the passwords and the codes by the users;
9. infringement of the security rules on behalf of the users in keeping confidential their passwords and codes and in creation by them of preconditions for access to the information services for third persons without knowing these passwords or codes;
10. the damages caused from the improper and/or inaccurate filling of the registration forms.

Chapter Five GENERAL PROVISIONS Applicable Law

Article 13. This general Terms and Conditions are in compliance with the Bulgarian legislation and users may bring legal action only in the cases provided in it. Termination of the effect of the general Terms and Conditions

Article 14. (1) The effect of the general Terms and Conditions terminates under written request by the user or the Administrator.

(2) Under the preceding paragraphs the Administrator and the clients are obliged to settle their financial obligations.

(3) In case of termination of application of the general conditions, the Administrator terminates the access of the user to the information services.

Privacy Policy

(4) The Administrator reserves the right to cease or to alter at any time the information accessed by the users. Transfer of rights and obligations

Article 15. Users' Rights and obligations hereunder could not be transferred to third persons without the written consent of the Administrator. Amendments and Supplements to the general terms and conditions

Article 16. (1) The single competence for amendment and supplement of these general Terms and Conditions belongs to the Administrator.

(2) Through the expressed due consent with the general conditions, users could not declare any provision therefore not to be applicable to them.

(3) The Administrator could at any time amend the general Terms and Conditions by virtue of a mail or prior notification on the web site.

(4) Users undertake to perform their activity under the valid text of the general terms and conditions and if they do not agree with the latest amendments and supplements they have the right to reject them thereafter their access to web-sites of the Administrator has to be terminated.

(5) If any of the provisions of these general terms and conditions is considered void the rest of it continue to apply.

(6) In case of Administrator's delay or lack of expressly required adherence to all the provisions of the current general Terms and Conditions, it does not imply that he has aborted from his rights.

Language

Article 17. (1) These general terms and conditions are prepared and presented in Bulgarian language and are translated and presented in English.

(2) In cases of disputes arisen from the English translation, the Bulgarian language has precedence. Declarations

Article 18. With the expressed in the appropriate way consent with the general Terms and Conditions the user declares that:

1. he has received via e-mail a copy of the current general terms and conditions;
2. he has read and understood the general terms and conditions and agrees therewith.