



THE EUROPEAN PLATFORM  
FOR JUDICIAL AUCTIONS

## Terms of Use of Information Services and Content Accessible Through the LEILA 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 LEILA Consortium through the LEILA Website, accessible via <https://ejudicialauctions.eu/>. They regulate the relations between the LEILA Consortium and any User of the Services and resources accessible through the LEILA Website.

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

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

the Ministry of Justice (Italy), acting in their capacity of a project coordinator and official representative of the LEILA Project, or via

LIBRe Foundation (Bulgaria), acting in their capacity as LEILA Website administrator,

using the following email address: [office@ejudicialauctions.eu](mailto:office@ejudicialauctions.eu), or the contact form provided at the LEILA Website and available at <https://ejudicialauctions.eu/signal>.



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## 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’ – ‘LEILA – towards a multilingual European platform for judicial Auctions’ Project (the LEILA Project) is a project funded by the European Union’s Justice Programme (2014-2020) under Call JUST-JACC-EJU-AG-2020 and implemented under Grant Agreement No. 101007385 within the 01/02/2021 – 31/01/2023 (24 months) period.
2. ‘LEILA Consortium’ – the LEILA Project Consortium, formed by the following beneficiaries (partners) acting jointly as a consortium under Grant Agreement No. 101007385: Ministry of Justice (Italy), acting in their capacity of a project coordinator and official representative of the LEILA Project; Federal Ministry of Justice (Austria); Court Administration of the Republic of Latvia (Latvia); Ministry of Justice and Public Administration (Croatia); Financial Agency (Croatia); National Chamber of Judicial Officers of the Czech Republic (Czech Republic); Solicitadores and Enforcement Agents National Association (Portugal); National Chamber of Judicial Commissioners (France); State Enterprise Center of Registers (Lithuania); European Bailiffs’ Foundation (Belgium); Aristotle University of Thessaloniki (Greece); LIBRe Foundation (Bulgaria); and Institute of Legal Informatics and Judicial Systems to the National Research Council (Italy).
3. ‘Partner’ – each of the beneficiaries within the LEILA 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. 2, Floor 3, 1309 Sofia, Bulgaria; a Partner in the LEILA 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 on the Internet and accessible via URL in an electronic communications network using the hypertext transfer protocol (http/https).
7. 'LEILA Website' – a Website, developed, managed and administrated by the LEILA Consortium (via LIBRe Foundation) and available at <https://ejudicialauctions.eu/>, offering the User various information services and content which are subject to the present Terms of Use.
8. '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.
9. 'Electronic reference' – a hyperlink, designated to a specific Webpage, which allows automated forwarding to another Webpage, information resource or an object via standardized protocols.
10. 'Services' – the information and other services and content offered via the LEILA Website.
11. 'User' – every person who uses the information services or the content offered through the LEILA Website, regardless of the form of the usage.
12. 'Shared Hosting Services Provider' – a natural person or a legal entity providing Shared Hosting Services.
13. '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 LEILA Consortium (via LIBRe Foundation) and the Shared Hosting Services Provider; providing technical support services; providing control panel for management of the subscriptions of Users, etc.

14. '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.
  15. '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 LEILA Website, the LEILA 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) 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 LEILA Website, as well as other services conceded to Users.
- (3) 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 LEILA Website. The LEILA Consortium does not bear responsibility if the User cannot gain access due to problems which are not in the control of the LEILA Consortium (hardware, software issue, problems regarding Internet connection, etc.).
- (4) Due to the fact that the Services provided by the LEILA 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 LEILA Consortium (via LIBRe Foundation). In this regard the LEILA 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 LEILA 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 LEILA Website, and they are an immanent part of the contract concluded between the LEILA Consortium and the Users.
- (2) The LEILA Consortium reserves the right to amend the present Terms of Use at any moment by publishing the amended Terms of Use on the LEILA Website.
- (3) The present Terms of Use are considered binding for the LEILA Consortium from the moment of their publishing on the LEILA 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://eujudicialauctions.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 LEILA Website.
- (5) With every use of the Services provided through the LEILA Website, including by opening a Webpage of the LEILA Website, as well as by clicking on an Electronic reference displayed on the home page or any other Webpage of the LEILA 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 LEILA Website or any of the Services.



## Conclusion of the Contract



**Article 4.** The contract between the parties shall take effect at the moment when the consent is expressed as described in Articles 3 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.



## Rights and Obligations of the Parties

### Rights and Obligations of the User

- Article 5.**
- (1) The User is entitled to online access to the Services, provided through the LEILA Website in compliance with the requirements for access to the respective Services as determined by the LEILA Consortium.
  - (2) The User is entitled to access the content uploaded in the LEILA Website, solely for the aims and purposes set by the LEILA Consortium and by using the regular functionalities of the LEILA 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 LEILA 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 LEILA 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 LEILA Website, by any other technology or device, different from the technologies and devices provided by the LEILA Website and carried out through its regular functionality.
  - (4) The User undertakes in the process of use of the Services provided by the LEILA 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 LEILA 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 LEILA 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 LEILA Consortium of any case of performed or discovered violation in the use of the provided Services
- f. to notify the LEILA Consortium upon detection of damaged files with a view to their removal.

#### **Rights and Obligations of LEILA Consortium**

- Article 6.** (1) The LEILA 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 LEILA 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 LEILA 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 LEILA Consortium (via LIBRe Foundation) undertakes to take due care to enable the User to use the Services normally and undisturbed. Notwithstanding LEILA Website, including the user-generated content on it, is full, accurate, correct, and errorless.
- (4) The LEILA 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 LEILA 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 LEILA 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.
- (6) Upon receipt of claims of third parties that user-generated content, uploaded on the LEILA Website violates their intellectual property rights, as well as in case that the User violates intellectual property rights of the LEILA Consortium, the LEILA 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 LEILA 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 LEILA Consortium (via LIBRe Foundation) is not obliged to store or restore user-generated content which has been deleted by a third party, regardless of the reasons for such deletion.
- (8) Whenever the LEILA 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 LEILA 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.

- (9) The LEILA Consortium retains the right to suspend the provision of particular Services, accessible through the LEILA Website, after giving a notice by publishing a communication on the relevant Webpages at the LEILA Website.
- (10) The LEILA Consortium is entitled to place on each of the Webpages of the LEILA Website Electronic references to Websites out of LEILA Consortium's control. The LEILA 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 7.** (1) In the use of the Services, the User has access to various contents and resources, which are subject to copyright of the LEILA Consortium, Partner/s, 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.
- (2) The User shall be obliged not to circumvent, conduct, or otherwise obstruct the normal operation of technical or software applications installed by the LEILA Consortium (via LIBRe Foundation) on the LEILA Website with a view to prevention or restriction of the use of the LEILA Website content in violation of the present Terms of Use,



including limiting the ways of using or copying user-generated content.

- (3) The intellectual property rights on all materials and resources on the LEILA Website, apart from the user-generated content set by the Users, 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 LEILA Consortium (via LIBRe Foundation) or the respective holder of the intellectual property right that has granted the right of use to the LEILA Consortium (via LIBRe Foundation), and may not be used in violation of the legislation in force.

## Liability

- Article 8.** (1) The LEILA Consortium undertakes with due care to ensure that the information available on the LEILA 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 LEILA Website (as might be applicable). The LEILA Consortium (via LIBRe Foundation) takes due care to provide the Services for normal use to the User, but the LEILA 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 LEILA 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 LEILA Consortium or LIBRe Foundation intentionally or due to gross negligence.
- (2) The LEILA 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 LEILA 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 LEILA 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 LEILA Website that might arise irrespective of the LEILA Consortium's and LIBRe Foundation's due care. The User declares that he/she will not claim any indemnifications from the LEILA 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 LEILA 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 LEILA Website by means of any reference, including any Electronic references to external data resources.
- (6) The parties acknowledge that the LEILA 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 LEILA 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 LEILA 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 LEILA Website or in any other appropriate manner.

- (7) The LEILA 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 9.** (1) The User shall indemnify the LEILA 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) The obligations of the parties under Article 9 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 LEILA Website itself.



## Personal Data Protection

**Article 10.** The protection of the Users' personal data and all their corresponding rights is regulated in the LEILA Privacy Policy available at

<https://eujudicialauctions.eu/a/privacy-policy>

in accordance with the General Data Protection Regulation.



## Termination of the Contract

**Article 11.** 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 LEILA Website
- b. upon mutual consent of the parties
- c. in other cases, as provided by law.



## Amendment of the Terms of Use

**Article 12.** (1) As far as the Services provided by the LEILA 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 LEILA Consortium (via LIBRe Foundation).

(2) In case of any amendments to the Terms of Use, the LEILA Consortium (via LIBRe Foundation) shall notify the User of such amendments by publishing them on the LEILA Website. Users shall be granted by the LEILA 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) 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 13.** (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 LEILA 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 LEILA 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 LEILA Consortium on 31 March 2021 prior to the launch of the LEILA Website.*

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

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