

# GENERAL TERMS OF USE OF THE SERVICES

## I. GENERAL PROVISIONS

### Definitions

1. In applying and interpreting these General Terms, the used definitions and expressions will have the following meaning:

- **VIRTUAL EDUCATIONAL PLATFORM (VEP)** (<http://vep.bas.bg>) is a website with virtual information resources on Internet that allows the use of various services subject to the present General Terms.
- **Electronic link** is a link on a particular website that allows automated forwarding to another website, information resource or object through standardized protocols.
- **Malicious actions** are actions or inactions that violate Internet ethics or harm the persons connected to Internet or associated networks, sending unsolicited mail (unsolicited commercial communications, SPAM, JUNK MAIL), overflowing the channels (FLOOD), getting access to resources with someone else's rights and passwords, using the weaknesses of the systems for personal benefit or acquiring information (HACK), performing actions that can be qualified as industrial espionage or sabotage, damage or destruction of systems or information sets (CRACK), sending "Trojan horses" or causing installation of viruses or remote control systems, interfering with the normal work of other Internet users and associated networks, performing any actions that can qualify as crime or administrative violation under Bulgarian law or other applicable law.
- **Information System/ System** is any separate device or a set of connected or similar devices, which (or one of their elements) in the execution of a particular program, provides automatic data processing.
- **Web page** within the meaning of these General Terms shall mean an integral and specific part of the website.
- **IP Address** is a unique identification number, associating a computer, web page, or resource of Registered User in a way that allows it to be localized on the global Internet network.
- **Contextual and Behavioural Analysis** – approaches based on automated analysis not allowing personalization of users of (i) the content of web pages loaded (currently or previously) by the Registered User; and/or of (ii) information about the domains of third parties who have sent an e-mail to a Registered User received in the User Profile; and/or of (iii) metadata from the User Profile of the Registered User, subject and text of the message.
- **Unregistered User** – any User who does not qualify for a Registered User.
- **Password** – chosen by the Registered User code of letters, numbers, and characters, which together with the Username individualizes the Registered User, and which, together with the Username, serves to access the User Profile.
- **User** – any person who uses the Services provided through VIRTUAL EDUCATIONAL PLATFORM.
- **Username** – chosen by the Registered User unique email address through which the Registered User is identified in VIRTUAL EDUCATIONAL PLATFORM.
- **User Profile** – a specific part of the VEP website containing information about the Registered User, required by VIRTUAL EDUCATIONAL PLATFORM at registration and stored. Access to the User Profile by the Registered User is done by entering a Username and Password. User Profile enables the Registered User to use certain Services with restricted access, to configure the use of Services, to make suggestions to include new Services, to discontinue the use of the Services, to change Password, etc.

- **Application of the Contextual and Behavioural Analysis** – determining linguistic dependencies, in particular – semantic analysis, PLSA, LDA, etc., based on non-personalized data and allowing the content of the Website displayed to the Registered User; display of relevant search results; prevent unwanted emails from being received; malware protection; show a targeted ad, and more.
- **Registered User** – any User who has created his/her own User Profile and has registered to use the Services available through the VEP website.
- **Random Event** – circumstance of extraordinary nature, unforeseen at the time of contract conclusion, which makes the provision of the Services objectively impossible.
- **Server** – a device or a system of connected devices that has or some of them have an installed system software to perform tasks related to storing, processing, receiving, or transferring information.
- **Website** – a specific place on the global Internet network, accessible through its URL by protocol HTTP, HTTPS or other standardized protocol, and containing files, programs, text, sound, picture, image or other materials and resources.
- **Services** – the Services provided through VIRTUAL EDUCATIONAL PLATFORM.
- **Services provided through VIRTUAL EDUCATIONAL PLATFORM** – the services and resources provided to Users, such as access to the published materials, ability to personalize content and other services that are subject to continuous development and adding. The specific services and the conditions of their provision are described on the respective Internet pages.

## Subject

2.
  - VIRTUAL EDUCATIONAL PLATFORM provides the Users with free services described below, the User conforming and strictly complying with these General Terms.
  - Services subject to these General Terms, provided by VIRTUAL EDUCATIONAL PLATFORM to the User, include a set of resources and services pre-defined by VEP as provided with registration, disclosed on Web Pages or the ones without registration, and disclosed on the Web Pages as accessible under the respective use mode.
  - VIRTUAL EDUCATIONAL PLATFORM can provide the Registered User with an opportunity to use it through a mobile network, where the Registered User is a subscriber or user of other Services subject to these General Terms.
  - Provision of Services and access to resources does not cover the provision of a computer or other technical equipment and connectivity for transferring information sets between the User and the Web Page, necessary to access the system resources. VIRTUAL EDUCATIONAL PLATFORM is not liable if the User does not have access because of problems outside the control of VIRTUAL EDUCATIONAL PLATFORM (hardware, software problem, Internet connectivity problem, etc.), as well as for due payments of the User to the service providers concerning access and transfer.
3. Since the services provided by VIRTUAL EDUCATIONAL PLATFORM are various and constantly supplemented and modified for their improvement and expansion, the number, characteristics of the provided Services and their delivery mode (with registration or without registration) can be changed at any time by VIRTUAL EDUCATIONAL PLATFORM.
4.
  - In order to use the Services provided by VIRTUAL EDUCATIONAL PLATFORM, the User is required to register by filling in the respective online registration form, available in real time online on the Internet on the VEP pages, and to agree to these General Terms. Any User may use the Services for Unregistered Users under Section 13 below, accessible without registration, but under the conditions and requirements

of these General Terms. Upon registration of a minor, he/she declares also the consent of their parents or guardians to the General Terms. In the case of registration of a person under 14 years of age, the statement of consent to the General Terms is made by his/her parent or guardian.

- By marking a registration in VIRTUAL EDUCATIONAL PLATFORM, it is assumed that the Registered User makes an electronic statement in the meaning of the Law on Electronic Document and Electronic Signature, declaring that he/she is familiar with these General Terms, accepts them and is committed to complying with them. By recording it on the server of VEP through a common standard for transformation in a technical way, enabling its reproduction, the electronic statement acquires the quality of an electronic document within the meaning of the cited law. VIRTUAL EDUCATIONAL PLATFORM may store in the log files on its server the IP address of the Registered User, as well as any other information necessary to identify the Registered User and to reproduce his electronic statement of acceptance of the General Terms in the event of a legal dispute. VEP user, who uses the Services provided without registration, agrees with these General Terms from the time of starting to use the Services provided through VIRTUAL EDUCATIONAL PLATFORM.
- By registering on VIRTUAL EDUCATIONAL PLATFORM, each user acquires the status of “Registered User” and as such receives access to all Services provided by VEP.
- When filling in the application for registration on VIRTUAL EDUCATIONAL PLATFORM, the Registered User, and in the cases of Section 1, last proposal, the parent or guardian of the Registered User, is obliged to provide complete and correct data about identity (for individuals), legal status (for the legal persons) or other data required by the electronic form of the VEP, and to update them within 7 days of their change. The Registered User guarantees that the data he/she provided during the registration process is true, complete and accurate, and when modified, he/she will update them in a timely manner. In the event of providing false data, VEP has the right to terminate or suspend immediately and without prior notice the provision of the Services, as well as the maintenance of the Registered User's registration.
- Any User may use the Services for Unregistered Users under Section 13 below, provided through VIRTUAL EDUCATIONAL PLATFORM, without registration, under the conditions of and following the requirements of these General Terms.

## **Username and Password**

- 5.
- During registration, the User specifies a Username and Password for accessing the Services available through the VIRTUAL EDUCATIONAL PLATFORM website. If the Username is not already in use, the User receives the Username and Password he/she has requested. If the selected Username is already in use, the User should choose another one that is unique and not registered by another Registered User.
  - The username, with which the User is registered on VEP, does not grant any rights other than the right of the first person to request the specific Username within the VEP information system for the duration of the contract. VIRTUAL EDUCATIONAL PLATFORM does not verify and bears no responsibility for the authenticity of Username, whether it affects third party rights, in particular, a right to a name or other personal rights, a right to a trade name (company), a trademark, or other intellectual property rights.
  - The Registered User is obliged to take all care and necessary measures that are reasonably necessary in order to protect his/her password, as well as not to give the Password to third parties, to immediately notify VIRTUAL EDUCATIONAL PLATFORM in case of unauthorized access, as well as the likelihood of such. The Registered User bears full responsibility for the protection of his/her Password, as well as for all actions performed by him/her or by a third party using the Password.
  - For bigger protection, VIRTUAL EDUCATIONAL PLATFORM recommends that its users make efforts to ensure that their password is unique or complex enough to prevent easy identification by unscrupulous third parties. VEP recommends its users also to change periodically the password every 3 (three) months.

- VIRTUAL EDUCATIONAL PLATFORM does not send for any reason to its users electronic or any other letters containing a request to provide a username and password for access.

### **Conclusion of the Contract**

6.
  - The contract between the parties takes effect from the moment of reaching an agreement objectively as provided in Art. 4, para. 2. The contract is concluded in Bulgarian. By accepting these General Terms, the Registered User agrees the communication with him/her to be by fax and e-mail.
  - Upon conclusion of the contract with Registered User, VIRTUAL EDUCATIONAL PLATFORM immediately confirms the receipt of the statement under Art. 4, para. 2 to send messages to the Registered User's electronic mailbox containing a name, management address and correspondence data with VEP and an electronic link to the text of these General Terms.
  - Registered User who is not a trader is entitled, without due compensation or penalty and without giving any reason, to withdraw the individual contract concluded in connection with a specific application within 7 (seven) working days from its conclusion. The refusal statement should be sent to VIRTUAL EDUCATIONAL PLATFORM by e-mail.

### **Application Field**

7. These General Terms do not apply to Services for which there are separate regulations.

### **Amendment to the General Terms**

8.
  - To the extent that Services provided by the VIRTUAL EDUCATIONAL PLATFORM are various and continuously supplemented and modified for their improvement and expansion, as well as for legislative changes, General Terms may be changed unilaterally by VEP.
  - When making changes to these General Terms, VIRTUAL EDUCATIONAL PLATFORM notifies the User about the changes by publishing them on VEP and/or by publishing a notice to the User Profile of the Registered User about the amendments of the General Terms, containing the text of the amendments or an electronic link to an Internet page where the modified General Terms are located. VEP provides the User with a 7-day period to familiarize with the changes to the General Terms.
  - If within the term under para. 2 the Registered User does not claim that rejects the changes, he/she is considered bound by them.
  - If the Registered User declares that he/she rejects the changes, it is considered that the contract under Art. 6 shall be terminated within 1 (one) month of receipt of the rejection statement.

## **II. PROVIDED SERVICES. TERMS FOR ACCESS TO THE PROVIDED SERVICES**

### **Free Services Provided through VIRTUAL EDUCATIONAL PLATFORM**

9.
  - Free Services are the Services provided to the Registered User by VIRTUAL EDUCATIONAL PLATFORM through the website, for access to which is sufficient a registration under section 4. Free Services provided by VEP include of information, science and educational resources, and other additional Services that can be included later.

- “Search” Service provides the User with the opportunity to discover and access information resources and materials on VIRTUAL EDUCATIONAL PLATFORM by User-defined features.
- “QUESTIONS AND SUGGESTIONS” service enables the Registered User to create and publish comments, questions, and answers, accessible on VEP.

### **III. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **Rights and Obligations of VIRTUAL EDUCATIONAL PLATFORM**

##### **10.**

- VIRTUAL EDUCATIONAL PLATFORM should take due care to give the User an opportunity for normal use of the Services – subject to these General Terms.
- VIRTUAL EDUCATIONAL PLATFORM has no obligation and objective ability to control the way, in which the User uses the provided Services, or to verify, track or record the information, messages and other materials that the User loads, has, uses, distributes or makes available to third parties in any way, including the content of the files stored on its server or provided to others by the User when using the Services.
- VIRTUAL EDUCATIONAL PLATFORM has the right to deactivate or delete the Username and Password for access to the User Profile of a Registered User also in the event that the Registered User violates an intellectual property right of VIRTUAL EDUCATIONAL PLATFORM on the consisting elements of the VEP websites – intellectual property objects.

##### **11.**

- VIRTUAL EDUCATIONAL PLATFORM has the right (but not the obligation) to install on the Registered User’s computers cookies – small text files that are saved from the webpage through the Internet server on the Registered User’s hard disk and allow restoration of information about the Registered User, when identifying and tracking actions. Cookies, installed by VEP, are used to optimize and provide full and quality use of the functionalities of the relevant website, owned by VIRTUAL EDUCATIONAL PLATFORM, including security enhancement, user preferences recognition, data analysis, personalized content display, advertising of goods and services of interest to the User, saving settings, monitoring, use of methods of Contextual and Behavioural Analysis, etc., in order to satisfy the widest possible range of User’s needs and requirements. Cookies can also be installed by third parties to advertise goods and services of interest to the User during his/her visit to VEP website, as well as other websites he/she visits. In cases of cookies installed by Google Inc. while providing the AdSense service, additional information about this opportunity, as well as the User’s right to refuse providing information to Google Inc., can be found here. Users can restrict the storing and/or access of particular cookies they choose by changing their browser settings. Users should be aware that when restricting the allowed cookies, VIRTUAL EDUCATIONAL PLATFORM might be deprived of the opportunity to provide in full all functionalities of the respective Website. However, Users agree that certain types of cookies are mandatory for the proper functioning of the Website and cannot restrict their storing and/or access except by discontinuing the use of the Services.
- VIRTUAL EDUCATIONAL PLATFORM can place electronic links to other websites and resources, and advertising banners on VEP and third parties, including using methods of Contextual and Behavioural Analysis for targeted advertising. VIRTUAL EDUCATIONAL PLATFORM reserves the right to bring to the attention of the Registered User or to attach to the text of his/her message and to the website itself electronic links and advertising banners pointing to websites owned by VEP or those outside the control of VIRTUAL EDUCATIONAL PLATFORM, including under Contextual and Behavioural Analysis. By accepting these General Terms, the User agrees that electronic links and banner ads, including the methods of Contextual and Behavioural Analysis, will be placed on his/her attention.

- VIRTUAL EDUCATIONAL PLATFORM has no obligation to monitor the information stored, transferred or made available in the provision of the Services subject to these General Terms or to seek facts and circumstances indicating that the User has committed an illegal activity through the use of the Services or by third parties to whom the User has granted access to VEP file servers stored on it.
- VIRTUAL EDUCATIONAL PLATFORM has the right to summarize depersonalized data from the application of Contextual and Behavioural Analysis to third parties in order to improve the relevance of advertisements shown to the User. VIRTUAL EDUCATIONAL PLATFORM makes the choice of appropriate technical means of use of the information, applying good industrial practices to preserve the integrity of the information and ensure its fast transfer. VEP summarizes the information for third parties in a way and volume that does not allow third parties to disclose the identity of individual Users and does not endanger their security. VIRTUAL EDUCATIONAL PLATFORM works with the will of a correct service provider to the Internet community and does not provide processed data to third parties when such data set is small enough and may allow the disclosure of the digital identity of a User. If VIRTUAL EDUCATIONAL PLATFORM provides individual data about the User to a third party, this may be done only with the explicit consent of the latter.

## 12.

- VIRTUAL EDUCATIONAL PLATFORM reserves the right to discontinue the provision of specific Services after giving notice by publishing a message on the respective Internet pages and/or the User Profile of the Registered User.
- Upon termination of the provision of a free service or a service, the notice period is 90 (ninety) days.

## 13.

- VIRTUAL EDUCATIONAL PLATFORM has the right, but not the obligation, at its own discretion to delete information resources and materials published on VEP, when they are in conflict with the thematic orientation, the rules specified on the Webpage of the Service or the requirements stipulated in these General Terms.
- VIRTUAL EDUCATIONAL PLATFORM has no obligation to delete information resources and materials published on VIRTUAL EDUCATIONAL PLATFORM at the request of the Registered User who posted them.
- VIRTUAL EDUCATIONAL PLATFORM has the right, but not the obligation, at its own discretion and without notice, to stop access to and/or to remove the files stored by Users on VEP servers, if their contents are inconsistent with the requirements of the General Terms and/or at the discretion of VIRTUAL EDUCATIONAL PLATFORM – of mandatory norms of the law.

## **Rights and Obligations of the User**

**14.** User has the right to access online the Services provided through VIRTUAL EDUCATIONAL PLATFORM, under the conditions and requirements for access set by VEP for each type of service. In order to use the Services, the Registered User should enter his Username and Password. Unregistered User may use the Services for Unregistered Users without entering a Username and Password, but under these General Terms.

**15.** Registered User has the right of access and online correction of his/her personal data provided at the registration.

**16.** The User agrees to meet the conditions set by VIRTUAL EDUCATIONAL PLATFORM in relation to the specifics of the Services concerning the type of provision mode, as well as any other line of conduct adopted by VEP and designed to protect or improve the quality and reliability of the Services.

**17.** The User provides the computer equipment and Internet access necessary for using the Services provided by VIRTUAL EDUCATIONAL PLATFORM.

**18.**

- Intellectual property rights of all materials and resources, located on VEP website (including available databases), are subject to copyright under the Law on Copyright and Related Rights, belong to VIRTUAL EDUCATIONAL PLATFORM or to the designated person who has granted the right to use the VEP, and may not be used in violation of applicable laws.
- The User's right to access does not include the right to copy or reproduce information and to use intellectual property objects, unless it is a small amount of information for private use, provided that the legitimate interests of authors or other holders of intellectual property rights are not unduly prejudiced, and if the copying or reproducing is done for non-commercial purposes. Nevertheless, the User cannot remove the signs for trademark and other intellectual property right from the materials available to him/her, whether the holder of the respective rights is VEP or third party.
- In the case of copying or reproducing information outside the admissible content, according to the previous paragraph, and in any other violation of intellectual property rights on VEP resources, the User owes VIRTUAL EDUCATIONAL PLATFORM a penalty amounting to BGN 3000 (three thousand) for each individual violation. The mentioned amount of penalty does not deprive VEP of the right to claim compensation also for greater damages above the amount of the penalty.
- When using Services provided by VIRTUAL EDUCATIONAL PLATFORM, the User is obliged to not load, store on VEP server, distribute or use in any way and disclose to third parties information, data, text, sound, files, software, music, photographs, graphics, video or audio materials, messages, and any other materials, which:
  - contradict to the Bulgarian legislation, the applicable foreign laws, these General Terms, the Internet ethics, morality and good morals regulations;
  - contain a threat to life and body integrity of the person;
  - have pornographic content or any other content that threatens the normal psychological development of minors, or violates the morality norms and good morals;
  - have a commercial purpose, except those with prior permission from VEP;
  - have a content that violates human rights or freedoms;
  - are trade or business secrets or other confidential information;
  - are subject of intellectual property rights of third parties, except with the consent of the holder of the right;
  - violate any property or non-property rights or legitimate interests of third parties.
- In case of non-observance of the requirements of Para. 4, VIRTUAL EDUCATIONAL PLATFORM is entitled immediately and without prior notice to suspend access of the User and third parties to the relevant information or materials, as well as has the right to a compensation for all damages and lost profits which are a direct and immediate consequence of the non-fulfilment of the obligations under the previous subparagraph by the User. In these cases, VEP has the right to refer to the competent state authorities for the establishment of the respective violation.

**19.** When using the services provided by VIRTUAL EDUCATIONAL PLATFORM, every User should:

- comply with the Bulgarian legislation, the applicable foreign laws, these General Terms, the Internet ethics, the morality regulations;
- not damage the good name of another, and should not call for a violent change on the constitutionally established order, for committing a crime, for violence against the person or for spurring racial, national, ethnic or religious hate, should not preach fascist or other antidemocratic ideology, should not violate any other property or non-property rights, including intellectual property rights;

- notify VIRTUAL EDUCATIONAL PLATFORM immediately in case of any violation committed or discovered using the Services provided;
- not interfere with the proper operation of the system, including but not limited to not obstruct the authentication process of another User, not have access beyond the provided one, not harm or impede the availability, reliability or quality of the Services with respect to other Users, and not use the service in a way leading to denial of service;
- not retrieve by technical means information resources or parts of information resources belonging to the databases located on VEP website, and should not thus create its own database in electronic or other form;
- not represent another person, or otherwise mislead third persons as to their identity or belonging to a particular group of people;
- not perform malicious acts within the meaning of these General Terms.

**20.** Unless explicitly agreed, the User may not reproduce, modify, delete, publish, distribute and otherwise disclose the information resources published on VEP website.

### **Responsibility. Limitation of Liability**

#### **21.**

- VIRTUAL EDUCATIONAL PLATFORM keeps the information always true and current, but does not guarantee the accuracy and completeness of the content, and does not commit to deadlines for updating the information unless indicated different on the website (as far as applicable). VIRTUAL EDUCATIONAL PLATFORM has no obligation and does not guarantee that the provided Services will satisfy the User's requirements or that they will be uninterrupted, timely or secure. By accepting these General Terms, the User declares that the use of the provided service will be entirely at his/her own risk and liability, and the parties agree that VEP is not liable for any damages caused to the User from the use of the provided service, unless caused deliberately by VEP or in case of gross negligence.
- VIRTUAL EDUCATIONAL PLATFORM is not responsible for damages caused to software, hardware or telecommunication facilities, or for loss of data resulting from materials or resources searched, loaded, or used in any way through the provided Services.

#### **22.**

- Since VIRTUAL EDUCATIONAL PLATFORM does not initiate the transferring and does not select the recipient of the information, nor does it select and modify the transferred information, it is not responsible for the content of the information transferred through the provided Services, as well as for the activity of the User.
- Since VIRTUAL EDUCATIONAL PLATFORM does not initiate the transferring and does not select the recipient of the information, nor does it select and modify the retrieved information, it is not responsible for the content of the information retrieved in the use of the "Search" service.
- Since there is no objective possibility and obligation and does not control the Internet pages and resources made available through the electronic links and advertising banners placed on VEP website or by using the Services, VIRTUAL EDUCATIONAL PLATFORM is not responsible for the unlawful nature of the content and materials on these Internet pages and resources. VEP is not responsible for damages and lost profits resulting from the use, access or unreliability of these materials and content.
- VIRTUAL EDUCATIONAL PLATFORM is not responsible for the content of the information stored on its server by the User and for the unlawful acts performed by the User in the use of the Services provided through VEP, as well as for the damages caused to others when accessing or using the information, provided to them by the User.



## **23.**

- VIRTUAL EDUCATIONAL PLATFORM is not responsible for non-provision of Services under occurrence of circumstances beyond its control – cases of force majeure, incidental events, problems with the global Internet network and in the provision of services beyond the control of VEP, as well as in case of unauthorized access or intervention of third parties in the functioning of the information system or server.
- VIRTUAL EDUCATIONAL PLATFORM will not be liable to the User and third parties for damages and lost profits resulting from termination, suspension, alteration or limitation of the Services, deletion, modification, loss, unreliability, inaccuracy or incompleteness of messages, materials or information, transferred, used, recorded, or made available through VEP.
- The parties agree that VIRTUAL EDUCATIONAL PLATFORM is not responsible for failing to provide the Services or providing them with deteriorated quality as result of tests performed by VEP for the purpose of testing equipment, connections, networks and other, as well as tests for improving or optimizing the provided Services. In these cases, VIRTUAL EDUCATIONAL PLATFORM informs the User in advance of the possible temporary failure or deteriorated quality of the Services by publishing a message on VEP website.

## **24.**

- The User is obliged to compensate VIRTUAL EDUCATIONAL PLATFORM and all third parties for all damages and lost profits, including for punitive property sanctions, lawyers' fees and other expenses, incurred as a result of claims made and/or paid to third parties in connection with Internet pages and materials that the User has made available to third parties or made available by using the Services provided by VEP in violation of Bulgarian law, applicable foreign laws, these General Terms, good morals or Internet ethics when using the service, as well as regarding a violation of the rules of using the service or other violations of his/her obligations from these General Terms.
- Besides the above, the Registered User is obliged to compensate VIRTUAL EDUCATIONAL PLATFORM for all damages caused by the use of the Services provided by third parties to whom the User has provided his Password in violation of these General Terms.

## **IV. PROTECTION OF PERSONAL DATA**

### **Personal Data**

## **25.**

- VIRTUAL EDUCATIONAL PLATFORM has the right to collect and use information about its Users when the person is registered as a Registered User. The information, by which a person can be identified, may include name, surname, date of birth, sex, and any other information that the person provides voluntarily upon registration under Art. 4. The information also includes any other information that the User voluntarily enters, uses or provides upon requesting, receiving or using goods and services through VEP website (as much as it is applicable), participation in promotions, lotteries and competitions, filling in questionnaires, forms and other information, as well as information obtained through the use of Contextual and Behavioural Analysis.
- Users should keep in mind that VIRTUAL EDUCATIONAL PLATFORM does not, under any circumstances, require, collect, process, store or transfer information containing personal data which (i) reveals racial or ethnic origin; (ii) discloses political, religious or philosophical beliefs, membership in political parties or organizations, associations with religious, philosophical, political or trade union goals; or (iii) relates to health, sexual life or the human genome. Users should not disclose and publish such information when using the Services, any eventual disclosure of such information by the Users could not imply liability of VEP in any way.

## **Processing Information about the Registered User**

### **26.**

- VIRTUAL EDUCATIONAL PLATFORM has due diligence and is responsible for protecting the User's information, that has become known in the process of provision of the Services subject to these General Terms, except in cases of force majeure, accidental occurrence or malicious actions of third parties.
- VIRTUAL EDUCATIONAL PLATFORM processes collected in this way personal data in a lawful and conscientious manner. VEP should take the necessary technical and organizational measures to protect the data from accidental or unlawful destruction or from accidental loss, unauthorized access, alteration or distribution, as well as other illegal forms of processing.
- Since the processing of collected personal data involves the transferring of data electronically, VIRTUAL EDUCATIONAL PLATFORM takes the appropriate special measures for data protection.
- VIRTUAL EDUCATIONAL PLATFORM should ensure that the taken measures would comply with the contemporary technological achievements and provide a level of protection that corresponds to the risks associated with the processing and nature of the data to be protected.
- In the registration form filled in by the Registered User upon registration, VIRTUAL EDUCATIONAL PLATFORM indicates the mandatory or voluntary nature of the provision of the data and the consequences of refusal to provide it. By agreeing to these General Terms, the Registered User agrees that the information about him/her will be processed in the manner provided for therein.
- The restrictions under Para. 1 shall not apply if the User or persons under his/her control have committed malicious acts within the meaning of these General Terms, or have violated the rights or legitimate interests of third parties. In this case, VIRTUAL EDUCATIONAL PLATFORM has the right to provide the personal information about the User to the relevant competent government authorities under the current legislation.
- Users have the right to receive from VEP complete, comprehensive and current information about collecting, processing, storing and transferring of their personal data in connection with the platform. VIRTUAL EDUCATIONAL PLATFORM provides the requested information according to the procedure, set deadlines and in compliance with provisions of the Law on Protection of Personal Data.
- Users whose personal data are collected, processed, stored and transferred may at any time object to the VIRTUAL EDUCATIONAL PLATFORM against the above actions with their personal data (and request their deletion or correction), provided that the concerned actions do not meet the requirements of the Law on Protection of Personal Data, and to request VIRTUAL EDUCATIONAL PLATFORM to notify third parties, to whom personal data have been disclosed, of the correction or deletion of specific personal data, except in cases when such notification is impossible or concerns excessive efforts.
- Users should be notified and agree that upon revocation of their consent or refusal to provide information that constitutes personal data, VIRTUAL EDUCATIONAL PLATFORM has the right to terminate their access to the Services.

## **Goals of the Use of the Information**

### **27.**

- By accepting these General Terms, the User agrees to the processing of his/her personal data for purposes of direct marketing. The User has the right to object to the processing of his/her personal data for the purposes of direct marketing by sending a written message to VIRTUAL EDUCATIONAL PLATFORM to the specified address or contact e-mail.
- The User has the right to be notified before his/her personal data is disclosed to third parties for a first time, or used on their behalf for the purposes of direct marketing, by being given the opportunity to object to such disclosure or use.

## **Disclosure of Information**

**28.** VIRTUAL EDUCATIONAL PLATFORM should not disclose any personal information about the User and should not disclose the collected information to third parties – government bodies, trade companies, individuals and others, except in the cases when:

- it has received the explicit consent of the User upon registration or at a later date;
- the information is required by government bodies or officials who, under current legislation, are authorized to request and collect such information in accordance with statutory procedures;
- other cases mentioned in the law.

## **V. ACTION OF THE CONTRACT**

### **Termination**

**29.**

- Except as provided in these General Terms, the contract between the parties shall be terminated also upon the occurrence of any of the following circumstances:
  - termination of activity of VIRTUAL EDUCATIONAL PLATFORM or maintenance of VEP;
  - mutual consent of the parties concerning the termination;
  - other cases provided by law.
- User is at any time entitled, at its own discretion, to discontinue using the Services provided by VEP.
- Upon termination of the contract, VIRTUAL EDUCATIONAL PLATFORM deactivates the User Profile of the Registered User and deletes the Password for access to User Profile of the Registered User.

### **Breaking the Contract**

**30.** Besides the above cases, either party may terminate this agreement by giving one week's notice to the other party in case of non-performance of the obligations under the agreement. If a party on the contract is an Unregistered User, termination of the contract shall be done by discontinuing the use of the Services provided through VIRTUAL EDUCATIONAL PLATFORM, by discontinuation of storing new files on VEP servers.

## **VI. OTHER PROVISIONS**

### **Nullity**

**31.** Parties declare that if any of the provisions of these General Terms prove to be invalid; this will not result in the nullity of the contract, other clauses or parts thereof. The invalid clause will be replaced by the mandatory rules of the law or the established practice.

### **Applicable Law**

**32.** The provisions of the applicable legislation of the Republic of Bulgaria shall govern all provisions not covered by these General Terms.

*These General Terms are in force since 28.11.2017.*