

Conditions of use

1 General disclaimer

1.1 Information and Disclaimers.

The EULIS Consortium maintains this web site to enhance access for subscribers to information from Cadastre and Land Information Registers based on the respective national conditions. EULIS provides access to information from different countries as it appears in these countries. This disclaimer is last updated at 27/12/2005

1.2 Warranties and liability

The (legal) information on this web service and its application to any particular situation depends on professional interpretation of the information.

The EULIS Consortium does not give any guarantees, undertakings or warranties, expressed or implied, concerning the accuracy, completeness, merchantability or fitness for purposes of the services (alt: information) obtained.

The EULIS Consortium does not, due to technical circumstances, guarantee immediate access to the national registers via the Internet.

Matters concerning liability for errors or lack of in information accessed from this Information service (web site) will be treated in accordance with the respective national law.

Under the assumption that respective national web site is linked to the main portal, the contract on the service is entered in under respective countries legal system. This will/ought have impact on the question on choice of law in matters concerning civil disputes, see the Convention on the Law Applicable to Contractual Obligations (Rome Convention 1980). But it is also important that the question on choice of law is treated in a clear way towards the subscriber. If not, Article 4 in the Convention will be valid.

There are different ways to base a claim against the service and/or the information disseminated. At least three different ways might be possible to use.

1. An administrative proceeding at the chancellor of justice, which will can result in positive or negative decision on the claim of damage; see the regulation in the Land Code and in the Real Property Formation Act on responsibility for losses on technical errors.
2. The Law of Damages; personal negligence, the employees responsibility for the employers negligence and the responsibility of the Crown and the municipalities for activities in relation to decisions and for giving out information. Such cases can be brought to the chancellor of justice for an administrative proceeding or to the court.
3. Contractual claims, which in the end can be brought to the court. What we understand, there is no direct legal instrument available with which the claim can be guided to a specific form of treatment but a recommendation of a suitable way. The suffering person is free to choose
The issue of legal aid must be treated within the national legal system, which mean that the law of the register also shall rule this question.

1.3 Copyright and database-protection

(C) EULIS Consortium, [If logos and design of the web site shall be protected, the Consortium can claim copyright.]

Reproduction in analogous or digital format of achieved material trough this web service is authorised, provided that the source is acknowledged, saves where otherwise stated.

The subscriber is only allowed to use the material for internal professional use. The material is not to be distributed to third parties.

1.4 Availability and security

The registrations of most EULIS participants are available around the clock 7 days a week. National registration authorities remain responsible for their own registrations. This means that countries cannot alter the data recorded in the registers of other participant countries. Data are exchanged in accordance with stringent European rules governing the protection of privacy.

1.5 Acceptance of terms.

The services that EULIS provides to you are subject to the following Terms of Use ("TOU"). EULIS reserves the right to update the TOU at any time without notice to you.

1.6 Description of services.

Through its network of Web properties, EULIS provides you with access to a variety of Land Information Systems in various countries, including product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

1.7 Personal and non-commercial use limitation.

Unless otherwise specified, the Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from the Services.

1.8 Privacy and protection of personal information.

1.8.1 Collection of your Personal Information

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while at the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the site, analyze trends, administer the site, and for billing purposes. Personal data will not be sold or otherwise handed over to third parties with the exception of disclosure by law.

1.8.2 Use of your Personal Information

The personal information collected on this Site will be used to operate the Site and to provide the service(s) or carry out the transaction(s) you have requested or authorized.

EULIS may disclose personal information if required to do so by law or in the good faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on EULIS or the Site; (b) protect and defend the rights or property of EULIS and our family of Web sites; or (c) act in urgent circumstances to protect the personal safety of EULIS employees or agents, users of EULIS products or services, or members of the public.

1.8.3 Security of your Personal Information

EULIS is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. For example, we store the personal information you provide on computer servers with limited access that are located in controlled facilities. Additionally, when we transmit sensitive personal information over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

1.8.4 Use of Cookies

We use cookies on this Site to ensure the integrity of the registration process and to personalize the Site. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your specific information on subsequent visits. This simplifies the process of delivering relevant content, eases site navigation, and so on. When you return to the Web site, the information you previously provided can be retrieved, so you can easily use the site's features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of this or other Web sites you visit.

1.8.5 Changes to this Statement

We may occasionally update this privacy statement. When we do, we will also revise the "last updated" date at the top of the privacy statement. For material changes to this privacy statement, we will notify you by placing a prominent notice on the home page of our Web site. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.

1.9 Notice specific to documents available on this web site.

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The documents and related graphics published on the services could include technical inaccuracies or typographical errors. Changes are periodically added to the information herein. EULIS and/or its respective suppliers may make improvements and/or changes in the product(s) and/or the program(s) described herein at any time.

1.10 Notices regarding documents and services available on this web site.

In no event shall EULIS and/or its respective suppliers be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of documents, provision of or failure to provide services, or information available from the services.

1.11 Member account, password, and security.

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify your national Land Registry immediately of any unauthorized use of your account or any other breach of security. EULIS will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by EULIS or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

1.12 No unlawful or prohibited use.

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impair any EULIS server, or the network(s) connected to any EULIS server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any EULIS server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.