

**TERMS OF SERVICES  
PROVIDED BY  
KANCELARIA RADCY PRAWNEGO ZBIGNIEW JAŚ**

**Effective date: 01.01.2021**

## **1. DEFINITIONS**

The terms below shall have the following meaning:

**the Law Office** – Zbigniew Jaś who conducts business under the business name Kancelaria Radcy Prawnego Zbigniew Jaś with its seat in Gdańsk, Chmielna street 71/86, TAX No. (NIP): 5840961023, VAT UE: PL5840961023, e-mail: kancelaria@iq.pl, www.kancelaria.iq.pl

**the Contract** – agreement between the Client and the Law Office, condition of which are set out in these Terms of Services.

**the Client** - a legal or natural person who order the Law Office provision of Legal Advisory Services.

**the Legal Advisory Services** – services rendered by the Law Office to Client, consisting i.a. of: assistance and legal advisory, drafting contracts, conducting legal analyses, representation of the Client before courts, authorities and other parties, other activities demanded by the Client, embraced by general purpose of legal advisory.

**ToS** - these Terms of Services.

## **2. GENERAL CONDITIONS. CONCLUSION OF THE CONTRACT**

- 2.1. These Terms of Services define the rules for the provision of Legal Advisory Services to the Client.
- 2.2. These ToS, after ordering the Law Office provision of the Legal Advisory Services, constitute the Contract between the Client and the Law Office
- 2.3. If not agreed otherwise, the Contract shall be conducted for an indefinite period of time unless something opposite arises from the character or nature of the Legal Advisory Service under the Contract.
- 2.4. The Law Office shall render the Legal Advisory Services with due diligence.
- 2.5. Detailed scope of the Legal Advisory Services be shall be specified in the email correspondence conducted with the Client or verbally via phone.
- 2.6. The Client shall transfer to the Law Office data and information necessary to maintain contact and correspondence as well as information, which the Law Office is entitled to demand pursuant to the provisions of law.

## **3. PERSONAL DATA**

- 3.1. The Law Office is the Controller of personal data of the Client and person acting in the name of the Client.
- 3.2. Details concerning processing of personal data can be found in Privacy Policy on the website of the Law Office: [www.kancelaria.iq.pl](http://www.kancelaria.iq.pl)

## **4. GENERAL PROVISIONS**

- 4.1. The Law Office provides the Legal Advisory Services through its employees or permanent associates and third parties.
- 4.2. The Law Office performs the Legal Advisory Services between Monday to Friday, within working hours (9 a.m. - 5 p.m.), except the public holidays in Poland.
- 4.3. In urgent cases, upon request of the Client, the Law Office provides the Legal Advisory Services outside working hours, which may be subject to an additional fee.

- 4.4. The Law Office may undertake actions, without the Client's prior acceptance, which are necessary to perform the Legal Advisory Services with due care.
- 4.5. The Law Office shall not be obliged to undertake instant actions on the Client's behalf, outside working hours of the Law Office, unless previously agreed.
- 4.6. The Client is obliged to provide the Law Office with all documents and information necessary for the provision of the Legal Advisory Services.
- 4.7. The Client shall grant the attorneys acting on behalf of the Law Office powers of attorney necessary for the provision of the Legal Advisory Services.

## **5. COMMUNICATION**

- 5.1. Communications between the Law Office and the Client may be through the electronic mail. The Client is hereby advised that the electronic mail does not ensure full security of data to be transmitted.

## **6. REMUNERATION**

- 6.1. The remuneration of the Law Office for the provision of the Legal Advisory Services is calculated on the time actually devoted for the performance of the Legal Advisory Services, unless otherwise agreed.
- 6.2. The hourly base rate shall be 170 (two hundred and seventy) EUR net, unless otherwise agreed.
- 6.3. To the remuneration of the Law Office the value added tax due in Poland on the date of issuing an invoice shall added.
- 6.4. The hourly-based fee shall be calculated based on commenced 6 (six) minutes of performance of the Legal Advisory Services.
- 6.5. Regardless of the base remuneration, the Law Office shall also be entitled to the costs of legal substitution lawfully awarded by the court on the opponent party.
- 6.6. The Client is obliged to incur all court fees, stamp fees and other charges indicated by the Law Office, deriving from the provisions of law, related to the Law Advisory Services. The Client shall be advised that a failure to incur the fees within a prescribed time may result in rejection of the claims or other consequences or legal effects adverse to the Client.
- 6.7. The Client shall have the right to report their objections to the amount of the fees or costs specified in an invoice within 30 days of its receipt. Failure to report objections to the Law Office within the aforesaid period shall be deemed as acceptance of the invoice.

## **7. EXPENDITURES**

- 7.1. The Client shall refund the Law Office all costs and expenses borne by the Law Office in connection with the provision of the Legal Advisory Services i.a.: courier service, photocopies, translation costs and travelling expenditures.
- 7.2. Travelling and accommodation costs shall be agreed upfront with the Client and are not covered by hourly remuneration.
- 7.3. The costs of services of external lawyers or other specialists that have been accepted by the Client shall be borne by the Client, unless otherwise agreed.

## **8. CONFIDENTIALITY**

- 8.1. The Law Office shall keep confidential all information and documents disclosed by the Client in connection with the provision of the Legal Advisory Services. The above limitation shall not apply to documents and information communicated to the public domain by the Client or other entity, without infringement of the confidentiality obligations.

- 8.2. The Client shall not disseminate or make available to third parties, sample contracts or other documents and legal acts, both in whole as well as in part, which have been prepared by the Law Office.
- 8.3. The Parties shall refrain from any actions that may undermine other Party's reputation during and after termination of the Contract.

## **9. LIABILITY**

- 9.1. The Law Office, in no event, shall be responsible for loss of profits or consequential damages of the Client.
- 9.2. The Law Office shall not be liable for loss caused by:
  - 9.2.1. A failure to provide or a provision of incomplete documents or information to the Law Office.
  - 9.2.2. Inability of provisions Legal Advisory Service due to the lack of providing a power of attorney to the Law Office.
  - 9.2.3. A failure to pay a required court fees and other expenditures.
- 9.3. The total liability of the Law Office deriving from provision of Legal Advisory Services or by a failure to perform or unduly performance of the Contract, excluding loss done intentionally, shall be limited to the amount of 100,000 Polish Zloty (one hundred thousand) PLN.

## **10. TERMINATION OF THE CONTRACT**

- 10.1. The Contract may be terminated by either Party at any time by a one month's notice.
- 10.2. The Law Office is entitled to the remuneration for the Legal Advisory Services performed during the term of the Contract.
- 10.3. Each Party is entitled to terminate the Contract without notice period, in the situation of a material breach of the Contract or the loss of confidence.

## **11. FINAL PROVISIONS**

- 11.1. The Contract and these ToS shall be governed by Polish law.
- 11.2. Any disputes arising from or in connection with the Legal Advisory Services or from the Contract shall be resolved by the common court competent for the seat of the Law Office.
- 11.3. Terms of Services constitute a part of the Contract and shall apply to the relationship between the Law Office and the Client.
- 11.4. Amendments to ToS are published on the Law Office's website by placing information about the change and its planned date of entry into force.
- 11.5. The amended ToS shall enter into force on the day designated as the day on which they come into force. The Client who does not agree to the content of the changes, may terminate the Contract giving two-week notice. The Client is bounded by ToS accepted until the expiry of the related services.