

**“Szulikowski Online” – the Regulations on the Provision of Legal Services through
Electronic Means of Communication by M. Szulikowski and Partners Law Office**

dated February 3, 2015

§ 1

Application of the Regulations

1. The Regulations regulate the matters connected with the provision of the Legal Services by the Law Office through electronic means of communication.
2. Provisions contained in the Regulations constitute regulations on provision of services through electronic means of communication within the meaning of the Act of July 18, 2002 on provision of services through electronic means of communication.
3. Delivery by the Client of any illegal contents within the process of provision of the Legal Services is forbidden.
4. The Regulations are applicable in full to any Legal Services provided by the Law Office through the Website, with the use of the Submission Forms available at the Website.
5. Apart from the mode of provision of the services, referred to in section 4, the Clients may also submit the individualised queries concerning the possibility of provision of the services by the Law Office, without using a standard Submission Form.
6. In case referred to in section 5, provisions of the Regulations are applicable in the scope determined by the Law Office to agreements concluded with the Clients in a mode referred to in section 5, provided that the Regulations had been delivered to the Client before the conclusion of the agreement.
7. The provisions of the Regulations are applicable, if necessary respectively, also to permanent agreements for the provision of legal services concluded by the Law Office in writing in the scope which is not regulated differently in those provisions, however the general rules shall be applicable to the incorporation of the provisions of the Regulations into the content of those agreements during their period.

§ 2

Definitions

Definitions of the terms used in the Regulations:

- 1) **Legal Audit** – the verification of the compliance of the performed actions and procedures as well as existing internal legal act with the generally applicable laws, on the basis of information and documents provided by the Client;
- 2) **Services Pricing List** – the list containing information on standard amount of the remuneration for the particular Legal Services provided by the Law Office, available at the Website;
- 3) **Submission Form** – the form available at the Website, enabling to submit a Request;
- 4) **Law Office** – the law office run under the name Maciej Szulikowski “M. Szulikowski and Partners Law Office”, operating under the address: ul. Podwale 3/13, 00-252 Warsaw (seat), using tax identification number (NIP): 522 – 112 – 29 – 74, entered into the Business Activity Central Register and Information maintained by the minister competent for economy, which the law office is run by Maciej Szulikowski, legal advisor (title granted in Poland), a member of the professional society of legal advisors, registered under No. WA – 5355, hereinafter referred to as the “Law Office”;
- 5) **Client** – a natural person, a legal person or an organisational unit not having legal personality, who submitted the Request;
- 6) **Consumer** – a natural person concluding the Agreement which is not directly connected with his/her business or professional activity;
- 7) **Response** – a message sent by the Law Office by means of electronic mail (durable medium) in response to the Request submitted by the Client;
- 8) **Legal Opinion** – a legal opinion drafted by the Law Office with reference to the complex legal issue presented by the Client;
- 9) **Legal Advice** – a short answer made by the Law Office in response to a single and precisely expressed legal question submitted by the Client;
- 10) **Draft Letter** – a draft of a court letter or other letter of a legal importance, prepared by the Law Office on the basis of information with the description of the factual status, provided by the Client;

- 11) **Draft Contract** – a draft of an agreement or an amendment to the agreement prepared by the Law Office on the basis of information with the description of the factual status, provided by the Client;
- 12) **Law Office's Bank Account** – the Law Office's bank account No. 78 1140 2004 0000 3502 3266 3108 (mBank) or other bank account indicated by the Law Office;
- 13) **Regulations** – these regulations;
- 14) **Registration of the Entity** – actions consisting in the factual completion or indication, on the basis of information provided by the Client, the documents necessary for the registration of the entity, including in particular commercial partnerships or companies, associations or foundations;
- 15) **Website** – website of the Law Office at the address www.szulikowski.pl;
- 16) **Agreement** – an agreement with the Client the subject of which is the provision of the Legal Service by the Law Office on terms and conditions described in the Regulations;
- 17) **Legal Service** – an action consisting, in particular, in:
 - a) performance of the Legal Audit, or
 - b) drafting of the Legal Advice, or
 - c) drafting of the Legal Opinion, or
 - d) preparation of the Draft Contract, or
 - e) preparation of the Draft Letter, or
 - f) performance of Registration of the Entity, or
 - g) Representation;
- 18) **Conditions of Cooperation** – conditions presented after an initial analysis of the Request, regarding in particular the remuneration for the performance of the Legal Service and the term of its provision;
- 19) **Remuneration** – remuneration determined in the Conditions of Cooperation;
- 20) **Advance Payment (Deposit)** – a sum of payment made by the Client in order to secure the payment of the Remuneration determined in the Conditions of Cooperation;
- 21) **Representation** – representing the Client in particular before common courts, the Supreme Court, administrative courts and authorities or other entities;

- 22) **Request** – a declaration of the Client’s intent consisting in sending to the Law Office the content of the correctly filed in Submission Form expressing the intent of receiving the Conditions of Cooperation.

§ 3

Functionalities of the digital contents and technical measures of its protection as well as significant interoperabilities of digital contents (minimal technical requirements)

1. With reference to the functionalities of the digital contents, which can be transferred by the Law Office in the framework of the Legal Services provision and applicable technical measures of its protection the Law Office informs, that the contents containing in particular standpoints, opinions or recommendations of the Law Office can be transferred in pdf format in order to limit the possibility of their further edition.
2. With reference to the significant interoperabilities of the digital contents with the computer equipment and software the Law Office informs that the minimal technical requirement necessary for using the Legal Services is having by the Client a computer (or other similar device, such as tablet, smartphone, other mobile devices etc.) with an access to the Internet and the electronic mail account, as well as the software enabling to use files saved in doc and pdf format.

§ 4

Scope of the provided services

The Legal Services are provided in the scope of Polish law, in particular in the scope of:

- 1) civil law;
- 2) business and commercial law;
- 3) administrative law;
- 4) support in establishing partnerships and companies (civil law partnership, registered partnership, professional partnership, limited partnership, limited joint-stock partnership, limited liability company or joint-stock company);
- 5) support in establishing an association or a foundation;
- 6) employment and social insurance law;

- 7) family and custody law;
- 8) property law;
- 9) construction law;
- 10) capital markets and securities law;
- 11) securities and finance law (excluding tax consultancy);
- 12) support in corporate matters and day-to-day activities of entrepreneurs;
- 13) public procurement law;
- 14) competition law;
- 15) intellectual property law;
- 16) EU law;
- 17) pharmaceutical law.

§ 5

Law Office's statements

1. The Law Office provides Legal Services in accordance with the Regulations, generally applicable laws and the Code of Ethics of the Legal Advisor, which is available at the website of the National Chamber of Legal Advisors.
2. The Law Office does not give its consent to use the Legal Services performed by the Law Office for the illegal purposes.
3. The Law Office is obliged to keep confidential any received information in accordance with the rules binding legal advisor.
4. The Client's contact with the Law Office relating to the performance of the Legal Audit, Legal Opinion, Legal Advice, Draft Letter, Draft Contract, Registration of the Entity or Representation shall take place by means of the electronic mail and the Submission Form. In justified cases of the performance of the Legal Services enumerated in the preceding sentence, as well as in case of the Registration of the Entity and Representation, the Client may contact the Law Office via phone or in person.
5. The Regulations constitute an integral part of the Agreement concluded between the Law Office and the Client.
6. The Law Office may provide Legal Services covered by the Regulations through third parties guaranteeing their proper performance.

§ 6

Client's statements

1. By submitting the filed in Submission Form the Client declares that he or she does not benefit from the legal support of any other legal advisor, advocate, tax advisor or patent attorney in the same case.
2. By submitting the filed in Submission Form the Client declares that he or she acquainted himself or herself with the provisions of the Regulations and accepts them.

§ 7

Conclusion of the Agreement

1. In order to conclude the Agreement, the Client shall fill in and send the Submission Form available at the Website.
2. In the Submission Form the Client shall provide his or her own and authentic e-mail address, name and surname or the name of the entity and give his or her consent to the wording of all provisions of the Regulations and to processing the Client's personal data by the Law Office for the purposes of the performance of the Legal Services in accordance with the Act of August 29, 1997 on protection of personal data (hereinafter referred to "act on data protection"). The possibility to use the Legal Service anonymously or with the use of pseudonym is not provided for.
3. After receiving the Submission Form, the Law Office immediately sends to the Client the Response with the indication identifying the Request. The Response each time contains the valid Law Office's address and e-mail address as well as the phone (or fax) number or numbers under which the Client can quickly and efficiently contact the Law Office.
4. In the framework of the Response the Law Office may ask the Client to provide additional information and documents if, in the Law Office's opinion, it is needed, in particular for the purposes of making precise the scope of the Legal Service.
5. If the important reason to refuse to provide legal assistance in the meaning of the act of July 6, 1982 on legal advisors arises, the Law Office informs the Client about that in the Response. In case referred to in the preceding sentence, the Law Office does not present the Conditions of Cooperation.

6. In case of doubts if the real intent of the Client is obtaining the Legal Service, after receiving the Request the Law Office can indicate in the Response the basic rules of the cooperation resulting from the Regulations or other significant information with the request for the acceptance of them by the Client. In case of the lack of the acceptance referred to in the preceding sentence, the Law Office does not present the Conditions of Cooperation.
7. If the case referred to in section 5 or 6 second sentence does not take place, immediately after receiving from the Client all needed information and documents the Law Office presents in the Response the Conditions of Cooperation (in case of the Consumer also all information required by article 12 section 1 of the act of May 30, 2014 on consumer rights).
8. The Conditions of Cooperation specify (include), according to a given case, in particular:
 - 1) the scope of the Legal Service (in case of the Consumers the main characteristics of the service of the Law Office taking into account the object of the service and the means of communication with the Consumer);
 - 2) the Remuneration for the Legal Service (in case of the Consumers total remuneration for the service with taxes and when the character of the service does not allow, reasonably assessing, for earlier calculation of their amounts – the manner, in which they will be calculated, and also the fees for transport, postal services and other costs, and when it is not possible to determine the amounts of those fees – indication of the obligation to pay them;
 - 3) manner and term of the Remuneration's payment;
 - 4) manner and term if the provision of the Legal Service by the Law Office;
 - 5) term of the Agreement;
 - 6) manner and reasons for terminating the Agreement, if the Agreement is supposed to provide for the continuing commitment and to be concluded for the defined period;
 - 7) minimal duration of the Consumer's commitments resulting from the Agreement;
 - 8) the amount and the manner of submitting the Advance Payment (Deposit) and the term of its submission;

- 9) in case of the Consumer, the requirement to submit by the Consumer the explicit declaration containing the demand to commence the performance of the Legal Service before the lapse of the term for withdrawal from the Agreement (that is before the lapse of the 14-day term since the day of the Agreement's conclusion) if the performance of the Legal Service is supposed to be commenced before the lapse of that term;
 - 10) in case of the Consumer, information about the necessity for the explicit confirmation by the Consumer that he or she knows, that ordering the Legal Service in accordance with the Conditions of Cooperation entails the obligation to pay the Remuneration;
 - 11) in case of the Consumer, indication of the term for submitting the statement referred to in section 9 or 10.
9. In case of the Consumers, the Agreement is considered to be concluded following the fulfilment of all the below conditions, on the day when the last of the conditions is fulfilled:
- 1) after receiving timely by the Law Office the Advance Payment (Deposit) referred to in section 8 subsection 8, if in a given case the Advance Payment (Deposit) is required;
 - 2) after receiving timely by the Law Office the demand referred to in section 8 subsection 9, if in a given case the demand is required;
 - 3) after receiving timely by the Law Office the confirmation referred to in section 8 subsection 10.
10. In case of the Clients who are not the Consumers, the Agreement is concluded in the manner individually specified in the Conditions of Cooperation.
11. In case of the Consumers immediately after the conclusion of the Agreement the Law Office sends to the Consumer through the electronic mail the confirmation of the conclusion of the Agreement indicating in particular the date of its conclusion and other elements of its content.

§ 8

Basic rules on the provision of Legal Services

1. The Law Office provides Legal Services basing on information or documents provided by the Client.
2. The realisation of the Legal Service takes place through sending the object of the Legal Service via e-mail at the e-mail address indicated by the Client in the Submission Form, or, if a given Agreement specifies it, by performing other legal or factual actions.

§ 9

Legal Advice

1. To enable the Law Office to provide the Legal Advice, the Client shall submit in the Submission Form a question, which should:
 - 1) be formulated in a concise manner;
 - 2) contain in its content one issue; and
 - 3) any material factual circumstances, necessary to provide the Legal Advice by the Law Office.
2. In case of classifying the Legal Service as the Legal Advice, any additional question submitted by the Client shall be deemed a separate Request.

§ 10

Representation

1. The Representation can include representation before courts and offices or other entities located on the territory of the whole country. The Representation outside Warsaw can be performed with participation of the persons cooperating with the Law Office entitled to provide legal services on the basis of the binding laws, and the Client agrees on that.
2. The Representation can include the representation in all proceedings, in which the legal advisor can act as a plenipotentiary or a defendant or the performance of other activities on the basis of the power of attorney.

3. The condition of performing the Representation by the Law Office is granting by the Client a proper power of attorney. The Law Office performs activities in the scope of the Representation in accordance with the binding laws and the rules of the professional ethics of legal advisor.

§ 11

Other rules on the provision of Legal Services

1. In case if the Agreement covers the performance of the Legal Audit, Legal Opinion or preparation of the Draft Contract, Draft Letter, Registration of the Entity or Representation, the Client shall provide any necessary, detailed and specific information regarding the factual status and provide the necessary documentation.
2. If the Law Office does not receive information and documents referred to in section 1, the Law Office reserves the right not to perform the Legal Service.

§ 12

Time of the performance

1. The standard lead time of the performance of the Legal Service is as follows:
 - 1) in case of the Legal Advice – from 24 hours;
 - 2) in case of the Legal Opinion – from 48 hours;
 - 3) in case of the Draft Contract – from 48 hours;
 - 4) in case of the Draft Letter – from 48 hours;
 - 5) in case of the Legal Audit – from 96 hours.
2. The lead time in case of the Registration of the Entity and the activities in the scope of the Representation is not specified in a standard manner and depends on the course of a given proceedings. In each case the term of the performance of the Legal Service is determined in the Conditions of Cooperation, taking into account the specific of a given case.

3. The Law Office provides the Legal Services and performs all the activities directly connected with the provision of the Legal Services from Monday to Friday, on working days between 9.30 a.m. and 5.00 p.m. only.

§ 13

Remuneration

1. The Law Office has the right to the Remuneration for the performed Legal Services.
2. Information on the amount of the Remuneration is included in the Services Price List. The amount of the Remuneration for the provision of the particular Legal Service is specified in the Conditions of Cooperation, taking into account such factors as in particular the workload and the complexity of a given case (legal problem).
3. In case of the provision of the Legal Services in a foreign language (English or German), the amount of the Remuneration is increased on the standard basis by 50 %, however, taking into account the specificity of a given case, it can be specified also in a different way in the Conditions of Cooperation.
4. The Law Office expects the submission of the Advance Payment (Deposit) if it is justified in particular by the need to incur by the Law Office the expenses connected with the performance of the Legal Service. The submission of the Advance Payment (Deposit) does not constitute the performance of the Consumer's commitment to pay the Remuneration but is the security of the performance of that commitment. The Advance Payment (Deposit) is not definitively retained by the Law Office at the moment of its submission, but is a subject to the proper settlement, that is crediting for the Remuneration (the expenses incurred by the Law Office) fully or partly, or, if applicable, the subject to the reimbursement in case of the lack of the performance of the Legal Service (the lack of the expenses incurred by the Law Office) fully or partly.
5. The Remuneration for the Legal Services is payable by the transfer to the Law Office's Bank Account and the transfer's title should include the indication given in the Conditions of Cooperation.
6. The Law Office issues the VAT invoices according to the binding laws. By accepting these Regulations, the Client agrees on issuing the VAT invoices without his or her signature.

7. The Remuneration is deemed to be paid and the Advanced Payment (Deposit) is deemed to be submitted at the moment of their crediting to the Law Office's Bank Account.

§ 14

Validity and termination of the Agreement

1. The term of the Agreement results from the specificity of a given case and the conditions indicated in the Conditions of Cooperation.
2. The Client and the Law Office are entitled to terminate the Agreement in cases provided for in generally applicable laws.
3. In case of the Consumer who concluded the Agreement, the Consumer can withdraw from that Agreement within the 14-day term without giving any reason, subject to section 4. The term referred to in the preceding sentence shall be counted since the day of the Agreement's conclusion and after the lapse of that term, the entitlement to withdraw from the Agreement expires.
4. In case of the Consumer, the Consumer is not entitled to withdraw from the Agreement regarding the Legal Service, if the Law Office performed the Legal Service fully upon the explicit consent of the Consumer who was informed before the beginning of the service, that after the performance of the service by the Law Office, he or she will lose the entitlement to withdraw from the Agreement.
5. In case of the Consumer, if the Consumer exercises his or her right to withdraw from the Agreement after reporting the demand referred to §7 section 8 subsection 9 he or she is obligated to pay for the service performed until the moment of the withdrawal from the Agreement. The amount of the payment referred to in the preceding sentence is calculated in proportion to the scope of the performed service, taking into account the Remuneration agreed in the Agreement. As the service performed until the moment of the withdrawal from the Agreement shall be deemed in particular all the activities on the Law Office's side aiming at the performance of the Legal Service, including the conducted analysis or works on preparation of the documents' drafts, taking into account their workload in relation to the workload of the performance of the entire Legal Service.

6. In case of the Consumer, if the Consumer intends to resign from the Legal Service after reporting the demand referred to in § 7 section 8 subsection 9, it is recommended to contact the Law Office in order to agree on terminating the Agreement on the basis of the mutual agreement and settle the works performed by the Law Office, taking into account in particular their severity.
7. In case of the Consumer, in order to exercise the right to withdraw from the Agreement, referred to in section 3, the Consumer is obligated to inform the Law Office about his or her decision on the withdrawal from the Agreement through the unambiguous statement (e.g. the letter sent by post, fax or electronic mail). The Consumer can use the model form of the withdrawal from the Agreement constituting Appendix 1 to the Regulations, however it is not compulsory. In order to meet the deadline for the withdrawal from the Agreement, it is sufficient to send information regarding the exercise of the right to withdraw from the Agreement before the lapse of the term for withdrawing from the Agreement.
8. In case of the withdrawal from the Agreement by the Consumer, the Law Office, subject to the case described in section 5, reimburses the Consumer for all the payments received from the Consumer immediately but not later than within 14 days since the day on which the Law Office was informed about the Consumer's decision on exercising the right to withdraw from the Agreement. The Law Office will reimburse for the payments with the use of the same payment method as the method used by the Consumer in the original transaction, unless the Consumer did not agree explicitly to other solution; in each case the Consumer will not incur any costs connected with that reimbursement.

§ 15

Complaint procedure

1. The complaint shall be submitted in writing at the Law Office's address or at the address of the Law Office's electronic mail with a note „Szulikowski Online – Complaint”.
2. Only the Client shall be entitled to file the complaint.
3. The Law Office shall consider the Clients' complaints on the basis of the Regulations and binding laws.

4. The complaint shall contain:
 - 1) name and surname of the Client together with the indication of the Request;
 - 2) specified claims together with the justification of their legitimacy;
 - 3) date and, in case of submitting the complaint in written form, the signature of the person submitting a complaint.
5. The Law Office shall respond to the complaint immediately, but not later than within 14 days and indicate in such response to the complaint if the Law Office accepts the complaint or refuses to accept it, or indicates the need to explain certain questions in order to consider the complaint.
6. In case of the complaint's acceptance the Law Office shall re-perform the Legal Service, without collecting any additional remuneration, or, depending on the given case, return the entire received remuneration or its part.
7. In case of the refusal to accept the complaint, the Client may pursue claims in court proceedings and in case of the Consumer, also in the procedures referred to in §16.

§ 16

Non-judicial proceedings for pursuing the claims and the rules of access to such procedures in case of the Consumers

1. The Law Office informs that there are non-judicial procedures for the consideration of the complaints and for pursuing claims by the Consumers, in particular:
 - 1) the Consumer can file to the voivodeship inspector of the trade inspection, according to the article 36 of the act of December 15, 2000 on the trade inspection, an application for the initiation of the mediations for the amicable settlement of a civil dispute between the Consumer and the Law Office;
 - 2) the Consumer can file to the permanent conciliation consumer court referred to in article 37 of the act of December 15, 2000 on the trade inspection, operating at the voivodeship inspectorate of the trade inspection , an application for the resolution of the dispute resulting from the concluded Agreement by such court (however it should be emphasized that the consent to the dispute resolution in that procedure is separately given in each case);

- 3) the Consumer can ask the powiat (municipal) consumers spokesperson for the free-off-charge help in pursuing the claims by the Consumer.
2. Detailed information on the non-judicial procedures for the complaints' consideration and pursuing the claims by the Consumers can be found in particular on the website of the Office of Competition and Consumer Protection (www.uokik.gov.pl).

§17

Law Office's liability

1. With reference to the quality of the service provision of the Law Office the law provides that when nothing else results from the specific regulation or the legal action, the Law Office is liable for the failure to comply with due care. The due care of the Law Office in the scope of the conducted business activity, which is providing the Legal Services, shall be determined taking into account the professional character of that activity. The legal advisor performs the profession with the due care resulting from the legal knowledge and the rules of the legal advisor's ethic.
2. The Law Office shall not be responsible for the inadequate content of the Legal Service in case of providing by the Client inaccurate or incorrect information of the factual status, and in the scope resulting from those circumstances.
3. The Law Office has the right to withhold or to cease concluding Agreements in the manner provided in the Regulations by the deletion of the Regulations from the Website; in such case the Regulations are binding only in relation to the Agreements concluded before that moment.
4. The Law Office shall bear no responsibility for the Client's or third parties' losses caused by the lack of access to the Website or any breaks in such access, resulting from the circumstances beyond the Law Office's control, in particular force majeure or breakdowns, including but not limited to those concerning Internet service providers.
4. The Law Office shall bear no responsibility for the Client's or third parties' losses connected with the possibility of damage to data or IT devices, resulting from the circumstances beyond the Law Office's control.
5. The Law Office informs the Client that using the Legal Services as the services provided through the electronic means of communication can entail special risks. The

Law Office attempts to minimise such risks by applying adequate security measures, in particular the antivirus software, however such risks can not be completely excluded and they include, in particular, risks connected with using IT devices, electronic mail services, the web, etc., in the scope of which e.g. the unlawful interference of the third parties or malware, beyond the Law Office's will and knowledge are possible.

§ 18

Personal data of the Client

1. To the processing of personal data in the meaning of the act on data protection, in connection with the provision of services through electronic means of communication, the regulations of that act are applicable as well as the regulations of the act of July 18, 2002 on provision of services through electronic means of communication.
2. The Law Office, acting under the article 31 of the act on data protection, entrusted (on the basis of the agreement concluded in writing) the third party, that is home.pl S.A., with processing the personal data which can be located or transferred with the use of the electronic mail or the Website of the Law Office in the framework of the hosting service provided by home.pl S.A. for the benefit of the Law Office. The entity referred to in the preceding sentence can process data exclusively in the scope and time necessary for the proper meeting of the terms of the agreement regarding the hosting service. The Law Office as the data administrator checks if the entity referred to in this section performs the obligations resulting from the agreement concluded with this entity and the obligations provided for in the laws including the act on data protection or, if needed, undertakes proper activities in that scope.

§ 19

Validity of the Regulations

The Regulations shall be in force from the moment of their publication at Website and shall be applicable to the Agreements concluded since that moment.

§ 20

Matters not regulated in the Regulations

The provisions of the civil code and other relevant acts shall be applicable to matters not regulated in these Regulations. The Agreements shall be governed by Polish law.

§ 21

Competent court

1. Any disputes arising from the performance of the Legal Services shall be considered by the courts competent of the seat of the Law Office, subject to section 2.
2. In case of the Agreement with the Consumer, any disputes arising from the performance of the Legal Services shall be considered by the competent court competent basing on the general rules.

Appendix 1

MODEL FORM OF THE WITHDRAWAL FROM THE AGREEMENT

(the form shall be filled in and sent only in case of the intent to withdraw from the agreement)

- Addressee Maciej Szulikowski M. Szulikowski and Partners Law Office, ul. Podwale 3/13, 00-252 Warsaw, Poland, fax: 22 635 46 00, sekretariat@szulikowski.pl

- I/We hereby inform(*) about my/our withdrawal from the agreement for the purchase of the following things(*) agreement for the supply of the following things(*) specific task agreement consisting in performing the following things(*)/ agreement for the provision of the following service(*)

- The date of the agreement's conclusion(*)/acceptance(*)

- Name and surname of the consumer(-s)

- Address of the consumer (-s)

- Signature of the consumer (-s) (only if the form is sent in a written form)

- Date

(*) Strike out what does not apply.