

CUSTOMER TERMS OF LEGAL SERVICES

LawyerOnline.cz

1 Preamble

- 1.1 These terms set out rights and obligations between Čížek & Partneři advokátní kancelář s.r.o., ID No.: 03755843, with its registered office at Železná 255/24, Liberec, ZIP 460 01, and the customer users of the Provider services („Terms“).
- 1.2 The Terms expand the General Terms in relation to the Users who are customers (as defined by law). In these Terms, any reference to the Users means the customer User.

2 Notification obligation

- 2.1 In connection with the conclusion of the Contract the Provider provides to the User the following information:
 - a) the legal services are provided via the Website available at <http://www.lawyeronline.cz> and all files and other information relating to legal matters are stored on the secured server of the Provider;
 - b) the Website is accessible via usual computer or mobile devices with internet connection and no additional charges are required in relation to the connection to and the use of the Website;
 - c) the Provider contact details are available at <http://www.lawyeronline.cz/contacts/>;
 - d) the Contract may be concluded in the Czech, English or German languages;
 - e) the Contract is usually concluded remotely in electronic form via the Website or other electronic communication between the Provider and the User in such a way that the Provider sets out the extent of legal services and estimated costs relating to its procession and the User accepts such offer;
 - f) the initial User data within the Website may be corrected or changed (as the case may be) in the User account on the Website or by filing a request for correction or change into the relevant online case file on the Website or by sending a request in any form to usual Provider contacts;
 - g) the subject of the Contract includes provision of legal services by the Provider to the User or other person specified by the User for the purpose of solution a legal matter assigned to the Provider by the User;
 - h) legal services under the Contract are provided also in accordance with the Civil Act, the Advocacy Act and the Czech Chamber of Advocates professional rules available at <https://www.cak.cz/en/>;
 - i) the Contract will be stored in the online case file on the Website available to the User via remote access;
 - j) the result of legal services will be provided in the form reflecting the nature of legal services, in particular by information or document in electronic form saved in the case file on the Website or advice given to the User or by any other suitable legal action in the statutory or agreed form;
 - k) the Contract binds the User only for the necessary period which is usually legal services consumption in the agreed extent or in relation to repeated legal services the period until the Contract termination by any of the Contract parties;
 - l) in case of withdrawal from the Contract, the User bears costs connected to the return of documentation provided for legal solution of the matter;
 - m) in case that the costs of legal services may not be determined in advance, they can be invoiced accordingly.

3 Procession within the period for withdrawal

- 3.1 The User acknowledges that the Provider may provide legal services under the Contract only after the expiration of fourteen days period set out by law for withdrawal from the Contract, unless the User explicitly requests that the Provider provides the services before expiration of such withdrawal period. In legal practice, however, the Users usually require legal solutions without delay, in some cases also such procedure might result into the expiration of other periods (e.g. period for court filing) thus disable successful matter solution. It is therefore deemed that if the Contract is concluded between the User and the Provider and the User provides to the Provider all necessary documentation to resolve the matter, then the User agrees with the provision of legal services before the expiration of statutory fourteen days period for the Contract withdrawal.

4 Option to withdraw from the Contract

- 4.1 The User is entitled to withdraw from the Contract without stating any reason within 14 days after the day following execution of the Contract.
- 4.2 In order to exercise its right of withdrawal, the User must inform the Provider, i.e. Čížek & Partneři advokátní kancelář s.r.o., ID No.: 03755843, with its registered office at Železná 255/24, Liberec, ZIP 460 01, Czech Republic, telephone: (+420) 272 048 611, e-mail: info@lawyeronline.cz, of its decision to withdraw from the Contract by an unequivocal statement, e.g. a letter sent by post, fax or e-mail. The User may use a specimen withdrawal form available at <http://www.lawyeronline.cz/support/legal-templates/specimen-withdrawal-form-from-contract-for-legal-services/>, but it is not obligatory.

4.3 In order to meet the Contract withdrawal deadline, it is sufficient to sent the Contract withdrawal before the expiration of relevant withdrawal period.

5 Effects of withdrawal

5.1 If the User withdraws from the Contract, the Provider shall reimburse the User without delay but no later than fourteen days after the Contract withdrawal notification was delivered by the User to the Provider. For all payments received by the Provider from the User, including the costs of delivery (save for the supplementary costs incurred as a result of a choice by the User of delivery manner which differs from the less expensive standard delivery manner offered by the Provider). The Provider shall use the same payment manner for the payment reimbursement as used by the User for the initial transaction, unless the User explicitly instructs otherwise. In any event, no additional costs will be incurred by the User as a result of such reimbursement.

5.2 If the User instructs that the provision of legal services under the Contract begin within the Contract withdrawal period, the User shall pay to the Provider proportional costs reflecting the extent of services provided until the User notified the Provider of the Contract withdrawal, all such in comparison with the total extent of services set out in the Contract.

6 Customer dispute solution

6.1 All disputes or complaints occurred under or in connection with the Contract may also be resolved by the User by out-of-court solution of a customer dispute. The authority competent for the solution of such disputes or complaints is the Czech Chamber of Advocates. The procedures for filing and handling complaints or disputes are available at <https://www.cak.cz/scripts/detail.php?id=16376>.

7 Miscellaneous

7.1 For the purpose of legal services provided to the customer Users, the provision of section 2.13 of the General Terms shall not apply.

7.2 All terms set out in these Terms with capitals shall have the same meaning for the entire Terms as set out by the relevant definition of such term in these Terms or the General Terms, unless in conflict with the context of the Terms.

7.3 The terms of legal services to the customers that are not specifically governed by the Terms shall be governed by the General Terms available at <http://www.lawyeronline.cz/general-terms/>.

7.4 In case of discrepancies between the provisions of the Terms and the General Terms, the provisions of the Terms shall prevail.

7.5 The Terms shall become effective on 1.11.2017.