

GENERAL BUSINESS TERMS

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1 Preamble

- 1.1 These general business terms („General Terms“) set out rights and obligations between Čížek & Partneři advokátní kancelář s.r.o., ID No.: 03755843, with its registered office at Pražská 132/4, Liberec, ZIP 460 01 („Provider“) and the user of the Provider’s legal services („User“) via the website <http://www.lawyeronline.cz> („Website“).
- 1.2 The Website is available to all Users for free and unlimited use, unless stated or agreed otherwise.

2 Provision of legal services via the Website

- 2.1 The legal services are provided via the Website in accordance with a contract for legal services concluded between the Provider and the User („Contract“).
- 2.2 The Contract is ordinarily concluded remotely via the Website or other electronic communication between the Provider and the User. The Contract is concluded by setting out by the Provider the extent of legal services and estimated costs relating to its procession and the User acknowledgement of such terms.
- 2.3 If the Contract is concluded in other manner than via the Website, these General Terms apply to such legal services, if the User became acquainted with the General Terms.
- 2.4 In case that a deposit was agreed between the Provider and the User prior to the commencement of legal services, the Contract shall become effective after the payment of such deposit.
- 2.5 The Provider is obliged to provide legal services with professional care and enforce all User rights and interests. The Provider shall provide legal services in accordance with the User instructions or instructions of other persons authorised by the User. The Provider is not bound by the User instructions, if these are in conflict with statutory law.
- 2.6 The Provider shall maintain relevant documentation (file) about the provision of legal services to the User. The file is maintained solely in the electronic form, unless excluded by the nature of a concrete document. The Provider is entitled to supply copies of documents and to make records of other information relating to legal services for the purpose of maintenance of the case file. The Provider shall enable User remote access to the file via the Website. If required by the User, the Provider shall enable remote access to the file also to another parties.
- 2.7 The Provider provides information about case changes in electronic form via automatic Website notifications sent to the User e-mail address. Sending e-mail notification shall be deemed as the fulfilment of Provider obligation to notify the User about relevant case development. If required by the User, the Provider shall send such e-mail notification also to another parties.
- 2.8 The User shall provide to the Provider all cooperation necessary for proper legal services. Upon request, the User shall issue in favour of the Provider a specific power of attorney or provide any other document necessary for further case handling.
- 2.9 The User is responsible for the accuracy and the completeness of all personal details entered in its user account on the Website and other information and documentation provided to the Provider during the course of legal services.
- 2.10 During the course of legal services and after their completion, the Provider shall keep confidential all facts of that it has become acquainted during the provision of legal services, unless the provision of such information to third parties is set out by statutory law or agreed with the User.
- 2.11 The User agrees with the delivery of electronic information relating to the Provider enterprise or other information relating to the advocacy.
- 2.12 The Provider may publish from time to time via the Website various information including e.g. blog posts, legal templates, responses to frequently asked questions and other similar information. This information is of general nature and is not treated as legal advice to the Users. The Provider grants to the Users non-exclusive licence of use in relation to such information. The use of information without the previous legal consultation is at the User’s risk and the Provider shall have no liability for any damages incurred in connection with such use.
- 2.13 The Provider is liable to the Users for potential damages incurred in connection with incorrect legal advices up to the amount of CZK 50,000,000.
- 2.14 The Provider is not liable for any damage incurred by the Users or third parties as a result of incorrect, prohibited or illegal use of the Website.
- 2.15 Unless stated otherwise, the release of any information on the Website is not deemed as a legal action for conclusion of any contract by the Provider.
- 2.16 Unless agreed otherwise, the legal services do not include tax consideration of the matter.

3 Fees and disbursements

- 3.1 Unless agreed otherwise, the Provider is entitled to the agreed fee and the compensation of disbursements incurred in connection with legal services. The fee may be charged after the conclusion of the Contract.
- 3.2 If agreed a time fee, it shall be paid in the sum based on the overall time of work multiplied by the agreed time rate. Time unit used for the purpose of time calculation shall be each commenced minute of work on the matter.
- 3.3 If agreed a fixed fee, it shall be paid in the agreed sum for all legal actions carried out by the Provider in the matter. The fix fee is based on the Provider previous experience with services in similar matters and does not include legal actions carried out as a result of extraordinary course of the matter. In such case the Provider is entitled to proportionally increase the agreed fee, subject to the previous discussion with the User.
- 3.4 If no contractual fee is agreed, the fee shall be paid in the sum set out by the Czech Advocacy Tariff of the Ministry of Justice No. 177/1996 Coll. („Advocacy Tariff“).
- 3.5 In case that by a court or other authority decision issued in proceedings a compensation of legal fees is adjudged to the User in excess of the total fee agreed in the Contract and such compensation is paid by the other party of the proceedings, the Provider is entitled to a fee adjudged by such decision.
- 3.6 Apart from the agreed fee, the User shall pay to the Provider all disbursements incurred in connection with the provision of legal services. The disbursements include in particularly court, administrative or other similar fees, travelling expenses, postage, telecommunication charges, expert opinions, professional statements, translations, certifications and photocopies. The disbursements shall be calculated in accordance with the Advocacy Tariff.
- 3.7 The agreed fee does not include a value added tax, which shall be charged in the sum set out by law.
- 3.8 If agreed, the User shall pay to the Provider a deposit for professional fees and disbursements relating to requested legal services. During the course of matter, the provider may ask the User to pay further deposits after using the previous deposit.
- 3.9 The financial means provided by the User to the Provider shall be held separately from the Provider operational means.
- 3.10 Professional fees, disbursements and deposits shall be normally paid in accordance with invoices issued by the Provider. The Provider is entitled to issue invoices for any part of legal services anytime during the course of the Contract. The invoices are payable within 14 days of their issuance, unless agreed otherwise. The invoices may be issued in electronic form, in which case they are sent to the User contact e-mail or databox or by any other suitable mean of electronic communication. The Provider is entitled to offset all User deposits against the charged amount as of the date of invoice issuance.
- 3.11 Upon User request, the invoice may be issued in the name of a third party. The User obligation for proper payment of such invoice shall survive.

4 Provision of legal services to customers

- 4.1 The provision of legal services to the Users that are treated as customers under applicable law, shall in addition to these General Terms also be governed by the customer terms of services available at <http://www.lawyeronline.cz/terms-for-customers/>.

5 Personal data and marketing information

- 5.1 The User agrees with the User personal data processing, in particularly in the extent of its first name, last name or corporate name, academic degree, residence or registered office, birth number, date of birth or identification number, telephone, e-mail address and other data completed in the User account on the Website. The provision of personal data is obligatory in all fields marked in the registration form as (*).
- 5.2 Personal data shall be processed by Provider technical equipment in the Provider's registered office. Subjects of personal data shall have, during the term of the Agreement, the rights of access to the processed data, to rectify personal data, to obtain explanations relating to the processing of personal data and of restoration of defect in case of unauthorized processing of personal data. Requests relating to personal data shall be submitted to the Provider. In case the Provider fails to comply with the request, the subject of the personal data shall be entitled to appeal to the Office for Protection of Personal Data. In case of occurrence of damage, Act No. 89/2012 Coll. shall apply.
- 5.3 The Provider is entitled to use personal data for the purpose of legal services to the Users and for other reasons set out by the General Terms. The User consent with the data processing applies for the entire term of Provider commitment.
- 5.4 The User agrees with receipt of promotional information from the Provider by way of electronic communication.
- 5.5 The User or other persons under the protection of personal data under these General Terms are entitled to withdraw their consent with processing of personal data or receipt of promotional information by addressing their request in any way enabling record of such request (e.g. by letter, electronically or by phone) to any Provider contact at <http://www.lawyeronline.cz/contacts/>.

- 5.6 The User acknowledges that the Provider is obliged to process personal data and undertake another relating actions in order to prevent legalisation of proceeds incurred as a result of criminal acts and financing terrorism in accordance with the Act No. 253/2008 Coll.
- 5.7 As part of the Website operation, the Provider uses cookies and sends to the User end device small portion of data, particularly for the purpose of Website adjustment to the User needs, retaining visited Website subpages and adjustment of User settings of particular subpages. In case that no settings are made in the User device that prohibit using cookies, it is deemed that the User agrees with the use of cookies for the purpose of the Website.

6 Other terms of use for the Website

- 6.1 The Users may use the Website in the extent of available Website functionalities (subpages). The Website must be used in ordinary manner and in compliance with law, good manners and rules of fair legal conduct, without interference into a good name and rights of the Provider or other Users.
- 6.2 The following practices are prohibited for the use of the Website: sending unsolicited or chain messages, influence of the Website by programs or procedures containing viruses, harmful codes, data attacks or otherwise limiting proper operation of the Website, creation of fake messages, false sender identity, action that interferes with the content or technical structure of the Website without Provider previous consent, any other action restraining other Users from the use of the Website or dissemination of information or documents that are in conflict with law, good manners, rules of fair legal conduct, good name, rights and interests of the Provider or other Users.
- 6.3 In case of Contract termination, breach of the terms of Website use or other justified reasons, the Provider is entitled to cancel or otherwise block the User account on the Website.

7 Duration and termination of the Contract

- 7.1 The Contract is concluded for indefinite period.
- 7.2 The User is entitled to terminate the Contract anytime during its duration by sending a termination notice to the Provider with the effect as of the day of such notification delivery to the Provider, unless a later termination date is stated in the notification.
- 7.3 The Provider is entitled to terminate the Contract by written or electronic termination notice. In such case the Contract is terminated as at the last day of the month following the month of notice delivery to the User.
- 7.4 The Contract may also be terminated for other reasons set out by applicable law, in particular the Act No. 89/2012 Coll. („Civil Code“) and the Act No. 85/1996 Coll. („Advocacy Act“).

8 Miscellaneous

- 8.1 Issues not specifically governed by these General Terms are governed by applicable law, in particularly by the Civil Code, the Advocacy Act and the Czech Chamber of Advocates professional rules.
- 8.2 All written or electronic communication with the User shall be made to the User contacts entered in its user account on the Website. The User shall adjust its contacts directly in its user profile on the Website without delay after the occurrence of change.
- 8.3 The Provider is entitled to change the General Terms unilaterally. The General Terms changes shall be published on the Website. In case that the Contract was concluded between the User and the Provider, notification of changes shall also be delivered electronically to the User contact e-mail address stated in its user account on the Website. If the User disagrees with the changes of the General Terms, it is entitled to terminate the Contract within two months after notification delivery, otherwise the changes are deemed as accepted as of the day of such notification delivery.
- 8.4 All terms used in these General Terms with capitals shall have the same meaning for the entire General Terms as set out by definition of such term, unless in conflict with the context.
- 8.5 In case of discrepancies between the provisions of these General Terms and the Contract, the provisions of Contract shall prevail.
- 8.6 Unless stated otherwise, all disputes arising under or in connection with the Contract shall be resolved by relevant ordinary court. In case of disputes where the Provider is the plaintiff and the defendant seat or residence is located in other state than in the Czech Republic, then instead of the ordinary court the Provider may choose the Arbitration Court of the Business Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic to resolve the matter in accordance with the rules of this arbitration court.
- 8.7 These General Terms shall become effective as of 1.11.2017.