

## WWW.BARCHANLEGAL.PL TERMS OF SERVICE

(version of 20.04.2020)

### 1. General Provisions

- 1.1. These Terms of Service set out the principles and conditions of using Barchan Legal's Website and Profiles.
- 1.2. These Terms of Service define the principles of providing services by electronic means, in accordance with Article 8 of the Act on providing services by electronic means of 18 July 2002 (Polish J. of L. of 2018, item 123 as amended).
- 1.3. These Terms of Service are made available free of charge and may be downloaded, saved and stored by Users for purposes connected with using Barchan Legal's Website or Profiles.
- 1.4. Users can contact Barchan Legal at the following addresses and numbers:
  - 1.4.1. indicated in 2.1.4 below;
  - 1.4.2. e-mail: [biuro@barchan.pl](mailto:biuro@barchan.pl);
  - 1.4.3. phone number: (00) 48 691 042 047.
- 1.5. By using Barchan Legal's Website or Profiles the User accepts the conditions specified herein.
- 1.6. The conditions of using Facebook and LinkedIn websites are specified in the Terms of Service of those websites.
- 1.7. The conditions of E-Consultation Services are specified in a separate document available on Website.

### 2. Definitions

- 2.1. The capitalized words used in these Terms of Service, regardless of whether in the singular or plural, shall bear the following meaning:
  - 2.1.1. **Business Day** – any day between Monday and Friday, excluding public holidays in Poland;
  - 2.1.2. **E-Consultation Form** – a service provided by electronic means that enables the User to send Barchan Legal enquiries regarding E-Consultations through the Website;
  - 2.1.3. **Contact Form** – a service provided by electronic means that enables the User to contact Barchan Legal through the Website;
  - 2.1.4. **Barchan Legal** – advocate Przemysław Barchan, conducting business activity under the company name "Kancelaria Adwokacka Adwokat Przemysław Barchan" with its registered seat in Warsaw (00-688 Warsaw) at Emilii Plater 25 premises 39, EU VAT number 9591751859;
  - 2.1.5. **Civil Code** – Act of 23 April 1964 – Civil Code (Polish J. of L. of 2019, item 1145 as amended);
  - 2.1.6. **Communicator** – a tool used on Barchan Legal's Website or Profiles for remote communication between Barchan Legal and Users;
  - 2.1.7. **Consumer Client** – a natural person who performs a legal act not directly connected with his/her business or professional activity with the entrepreneur;
  - 2.1.8. **Privacy Policy** – the document that sets out the detailed conditions of processing Clients' personal data, available on Website;
  - 2.1.9. **Barchan Legal's Profile** – the official profile of Barchan Legal on Facebook (@kancelariabarchan) or LinkedIn (linkedin.com/company/barchan-legal);
  - 2.1.10. **Terms of Service** – these Terms of Service for using Barchan Legal's Website and Profiles, available on Website;
  - 2.1.11. **Website** – Barchan Legal's Website, available at [www.barchanlegal.pl](http://www.barchanlegal.pl);
  - 2.1.12. **User** – every entity (natural person, legal person or non-corporate entity) using Barchan Legal's Website or Profiles.

### 3. Technical conditions for using Barchan Legal's Website and Profiles, cookie files

- 3.1. For the correct viewing of the Website and using its features the User's computer or mobile device must have an Internet connection, and the Internet browser must be an up-to-date version of Microsoft Edge,

Internet Explorer, Firefox or Chrome. The minimum technical requirements for using Barchan Legal's Profiles are specified by the administrators of Facebook and LinkedIn.

- 3.2. Using the Website and its features does not require the User to register an account. Using Barchan Legal's Profiles on Facebook or LinkedIn requires the User to have an account on those social network sites.
- 3.3. The Website uses cookies, i.e. small text files which are stored on the User's end-devices. Cookies are necessary to ensure the correct operation of the Website, including providing uninterrupted services to the User, as well as for statistical purposes.
- 3.4. The User can disable saving and storing cookies on the end-device by changing the browser settings. The User can also clear cookies already stored on the end-device by using the browser's "clear cookies" function.
- 3.5. For the detailed conditions of using cookies please see the Privacy Policy.

#### **4. Conditions of using the Website**

- 4.1. Using Barchan Legal's Website and Profiles is free of charge (subject to 1.6 above).
- 4.2. The Website presents the services provided by Barchan Legal and offers the User the possibility to contact Barchan Legal via the Contact Form or Communicator, or to submit enquiries through the E-Consultation Form. Moreover, in the "Knowledge Zone", Barchan Legal publishes articles and posts related to legal matters within its areas of expertise and answers frequently asked law-related questions. The "Knowledge Zone" is for information purposes only and does not constitute legal advice.
- 4.3. When using the Contact Form, E-Consultation Form and Barchan Legal's Profiles, or when sending recruitment documentation or e-mail correspondence to Barchan Legal, the User is obliged to provide accurate and complete User details. If the User fails to meet this requirement, including a situation when the User gives another person's personal data as his/her own, the User will be liable for any damage resulting thereof.
- 4.4. The content the User posts on Barchan Legal's Website or Profiles or sends through the Contact Form, E-Consultation Form, Communicator or e-mail must not be illegal, untrue, misleading, contrary to good practice, violate the law or infringe the moral rights of third parties.
- 4.5. The Contact Form enables the User to submit enquiries to Barchan Legal through the Website. In the enquiry, the User provides his/her contact details, to which Barchan Legal is expected to send the response. Barchan Legal responds within 2 Business Days from receiving the enquiry. Using the Contact Form is a one-time service that begins when the User starts filling in the form and ends when the form is submitted to Barchan Legal or when the User resigns from submitting it.
- 4.6. The E-Consultation Form enables the User to submit enquiries to Barchan Legal through the Website's E-Consultation services. In the enquiry, the User provides his/her contact details and other information required by the form. Using the E-Consultation Form is a one-time service that begins when the User starts filling in the form and ends when the form is submitted to the Law Firm or when the User resigns from submitting it.
- 4.7. The Communicator enables the User fast and day-to-day contact with Barchan Legal on simple matters related to Barchan Legal's services. On Business Days and during its working hours, Barchan Legal responds to Communicator enquiries within several hours from receiving them. Barchan Legal does not provide legal advice via the Communicator. The content of Communicator conversations with Users does not constitute legal advice.

#### **5. Barchan Legal Profiles**

- 5.1. In its business activity, Barchan Legal uses its official Profiles on social media to publish legal content, information about its activities and post comments on events in the law and the judicial system.
- 5.2. Users have the right to access the information published by Barchan Legal on its Profiles. Users also have the right to contact Barchan Legal via its social media Profiles (in private messages) to enquire about the provided services, as well as to comment on Barchan Legal's posts.
- 5.3. The Law Firm does not provide legal services through its Profiles. Any content posted on Barchan Legal's Profiles does not constitute legal advice.
- 5.4. Users will use Barchan Legal's Profiles in accordance with the Terms of Service, the relevant social network sites' terms of service and the law.

## **6. Complaints**

- 6.1. Barchan Legal will strive to provide the highest quality of services on the Website, however it will not be liable for the Website's temporary unavailability or disruption, nor for the temporary unavailability or disruption of Barchan Legal's Profiles on third-party websites. The User, however, has the right to report objections to or errors in the operation of Barchan Legal's Website or Profiles by submitting a complaint.
- 6.2. The complaint should be submitted in one of the following ways:
  - 6.2.1. in paper form to the address indicated in 2.1.4 above or
  - 6.2.2. by e-mail to the e-mail address indicated in 1.4.2 above.
- 6.3. The complaint must include the User's details and a description of the complaint.
- 6.4. Barchan Legal will respond within 14 days from receiving the complaint.

## **7. Personal Data**

- 7.1. The Controller of the User's personal data provided to Barchan Legal in connection with an enquiry sent through the Contact Form, Communicator or e-mail is Barchan Legal.
- 7.2. Providing the User's personal data is voluntary, but necessary for Barchan Legal to respond to the User's enquiry and for the needs of further communication.
- 7.3. For the detailed conditions of processing the User's personal data please see the Privacy Policy.

## **8. Termination of the Website and Profile Access Agreement**

- 8.1. Due to the nature of the services provided by electronic means, i.e. access to the Website and its features, Users do not have the right to withdraw from the Website access agreement. In order to terminate the Website access agreement, the User should stop using the Website.
- 8.2. In order to stop using Barchan Legal's Profiles, the User should unfollow Barchan Legal's Profiles in accordance with the procedure on the relevant social media website.

## **9. Liability**

- 9.1. Barchan Legal will not be liable for the unavailability or incorrect operation of the Website or its features, nor for the unavailability or incorrect operation of Barchan Legal's Profiles.
- 9.2. Barchan Legal is not liable for User-provided content, including comments and posts of Users published on Barchan Legal's Profiles. Barchan Legal reserves the right to delete any User comments or posts at its own discretion.
- 9.3. The content published on Barchan Legal's Website (including the "Knowledge Zone") or Profiles does not constitute legal advice, and the User should consult Barchan Legal before taking any particular legal steps.
- 9.4. The User will use Barchan Legal's Website and Profiles in accordance with the law and these Terms of Service, as well as the principles of social coexistence and social norms. The User is liable for not conforming to the law and these Terms of Service, including for the infringement of third party rights.

## **10. Final Provisions**

- 10.1. For matters not provided for herein the provisions of the Polish law shall apply.
- 10.2. The Law Firm is entitled to change these Terms of Service at any time. The change of the Terms of Service is effective the moment the new version is published on the Website and is binding for all Users.