

E-CONSULTATION TERMS OF SERVICE

(version of 20.04.2020)

1. General Provisions

- 1.1. These Terms of Service set out the principles and conditions of the E-Consultation Service provided to the Client by the Service Provider, ordered by the Client in the manner specified herein.
- 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. The conditions of using the Website, including services provided by means other than the E-Consultation Service, are specified in the Website Terms of Service.
- 1.4. Users can contact the Service Provider at the following addresses and numbers:
 - 1.4.1. indicated in 2.1.16 below;
 - 1.4.2. e-mail: biuro@barchan.pl;
 - 1.4.3. phone number: (00) 48 691 042 047.
- 1.5. The Client is obliged to provide accurate and complete Client details. If the Client fails to meet this requirement, including a situation when the Client gives another person's personal data as his/her own, the Client will be liable for any damage resulting thereof.
- 1.6. By providing the data of the Corporate Client, the Representative using the E-Consultation Service for and on behalf of the Corporate Client declares that he/she is authorised to act for and on behalf of the Corporate Client. The Representative is liable for fraudulent representations and for the Service Provider's damage resulting from the Representative's actions or negligence.
- 1.7. By submitting an Enquiry or scheduling an E-Consultation, the Client accepts the conditions of providing the E-Consultation Service, including the provisions of these Terms of Service, which constitute a part of the E-Consultation Service Agreement.
- 1.8. In exceptional circumstances, including cases of a conflict of interests between the Service Provider's clients, as well as for reasons resulting from professional ethics and the rules of professional conduct for advocates and legal counsels, the Service Provider may refuse to provide an E-Consultation Service.

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 contact form for submitting Enquiries;
 - 2.1.3. **Client** – a Consumer or Corporate Client who intends to enter into (has submitted an Enquiry) or has entered into an E-Consultation Service Agreement;
 - 2.1.4. **Civil Code** – Act of 23 April 1964 – Civil Code (Polish J. of L. of 2019, item 1145 as amended);
 - 2.1.5. **Consumer Client** – a natural person who performs a legal act not directly connected with his/her business or professional activity with the entrepreneur;
 - 2.1.6. **Package** – the scope of the E-Consultation Service, which also determines the price of the E-Consultation Service;
 - 2.1.7. **Privacy Policy** – the document that sets out the detailed conditions of processing the Client's personal data, available on Website;
 - 2.1.8. **Law on the Advocates' Profession** – Act of 26 May 1982 – Law on the Advocates' Profession (Polish J. of L. of 2019, item 1513 as amended);
 - 2.1.9. **Corporate Client** – a natural person conducting business activity as a sole entrepreneur, who has full legal capacity, as well as legal persons and non-corporate entities conducting business activity with a legal personality granted by law;

- 2.1.10. **Representative** – a person submitting an Enquiry or entering into an E-Consultation Service Agreement or receiving an E-Consultation for and on behalf of the Corporate Client;
- 2.1.11. **Terms of Service** – these Terms of Service for providing E-Consultation Services;
- 2.1.12. **Website Terms of Service** – the Terms of Service for using the Website, available on Website;
- 2.1.13. **Website** – the Website of the Service Provider at www.barchanlegal.pl, where the information regarding the E-Consultation Service and these Terms of Service is available;
- 2.1.14. **E-Consultation Service Agreement** – the agreement regulating the E-Consultation Service rendered by the Service Provider, entered into by the Client and the Service Provider separately for each E-Consultation;
- 2.1.15. **E-Consultation Service** – the service of providing legal advice to the Client by remote means of communication, i.e. phone, Microsoft Teams tele- or video-conference, as well as all actions taken in preparation before providing the legal advice, including the analysis of relevant documentation and preparations for the E-Consultation;
- 2.1.16. **Service Provider** – 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 25/39, EU VAT number PL9591751859;
- 2.1.17. **Consumer Rights Act** – Act of 30 May 2014 on consumer rights (Polish J. of L. of 2019, item 134 as amended);
- 2.1.18. **Enquiry** – an enquiry for an E-Consultation Service submitted by the Client, with a description of the scope of expected services (including the selected Package) and with the relevant documentation submitted for the Service Provider’s analysis.

3. Enquiry and E-Consultation Service Agreement

- 3.1. In order to use the E-Consultation Service, the Client submits an Enquiry with a detailed description of the scope of the required legal advice, including the preferred date of the E-Consultation and the selected Package.
- 3.2. The Enquiry must be sent to the Service Provider’s e-mail address indicated in 1.4.2 above or through the E-Consultation Form.
- 3.3. The Service Provider responds to Enquiries on Business Days and, in exceptional cases (at the Service Provider’s discretion), also on other days.
- 3.4. The Service Provider responds to an Enquiry within one Business Day from the day it is submitted. Together with the response, the Service Provider contacts the Client to specify the expected scope of the legal advice and, if necessary, requests the Client to provide additional documentation. The Service Provider and the Client agree on the Package, the date (day and hour), means (phone or Microsoft Teams application) and scope of the E-Consultation Service.
- 3.5. The arrangements made pursuant to 3.4 above include providing the Service Provider with the Client’s invoice details. Providing the details indicated in 3.4 above, including the invoice details, is voluntary, however it is necessary for entering into an E-Consultation Service Agreement and performing an E-Consultation Service.
- 3.6. After making arrangements regarding the Package, date and scope of the E-Consultation Service, the Client will receive an e-mail confirming the conditions of the E-Consultation Service Agreement and an electronic VAT invoice with the Service Provider’s bank details.
- 3.7. When the full payment for the selected Service Package confirmed in the e-mail mentioned in 3.6 above has been credited to the Service Provider’s account, the Client will receive an e-mail with a confirmation of entering into an E-Consultation Service Agreement and a link for the Teams application call with the Service Provider.
- 3.8. The E-Consultation Service Agreement is concluded when the Client receives the confirmation indicated in 3.7 above.
- 3.9. The E-Consultation Service Agreement is a one-time contract and remains in force throughout the performance of the E-Consultation Service.

4. Conditions of the E-Consultation Service

- 4.1. The E-Consultation Service is performed after concluding an E-Consultation Service Agreement, at a date and in the manner agreed on with the Client, within the Package scope and on conditions specified herein, as well as in accordance with the law in force, including the Law on the Advocates' Profession.
- 4.2. The E-Consultation Service is provided by phone only to Clients who are (at the moment of receiving the call) on the territory of the EU.
- 4.3. The E-Consultation Service includes legal advice regarding Polish law, excluding legal matters that require extensive legal analysis, as well as: tax law, fiscal penal law, social security law, public finance sector unit law, capital market and securities law.
- 4.4. The E-Consultation Service is provided personally by the Service Provider, his staff or entities collaborating with him.
- 4.5. A one-time E-Consultation Service includes legal advice within the scope defined by the Client in the Enquiry and specified before entering into an E-Consultation Service Agreement.
- 4.6. The scheduled E-Consultation date and time can be changed up to 24 hours before the scheduled E-Consultation. If the Client attempts to change this date and time later than 24 hours before the E-Consultation, changing the arrangement is at the Service Provider's discretion. If the Service Provider refuses, the Client can decide to hold the E-Consultation on the scheduled date or submit a new Enquiry in order to enter into a new E-Consultation Service Agreement. The payment made due to entering into the Agreement and performing an E-Consultation Service on the primary scheduled date is non-refundable.
- 4.7. On the date scheduled with the Client, the Service Provider (subject to 4.4 above) will initiate a phone call or join a meeting in Teams. If the Service Provider fails to make a successful phone connection or join the Teams meeting (for reasons other than those on the Service Provider's part), the Service Provider will attempt to make a connection for a second time. If within 10 minutes from the scheduled E-Consultation time the Service Provider is unable to establish a successful connection, the E-Consultation Service is considered performed and the payment made for this E-Consultation is non-refundable.
- 4.8. The E-Consultation Service is provided during one phone call or Teams conference call, and its duration is counted in a continuous manner, i.e. the call cannot be interrupted, suspended or split into separate E-Consultations, even in cases of unused time within one Package.
- 4.9. Dedicated E-Consultation Services are provided within the scope agreed between the Client and Service Provider and on conditions established herein, unless otherwise stated in the confirmation mentioned in 3.6 above.
- 4.10. The Client will supply the Service Provider with any information and documents necessary for performing the E-Consultation Service.
- 4.11. By entering into an E-Consultation Service Agreement the Client declares that he/she understands that regardless of the E-Consultation Package, the E-Consultation Service begins at the moment of concluding an E-Consultation Service Agreement. The E-Consultation Service includes not only the legal advice provided during the E-Consultation itself, but also the time spent by the Service Provider on preparing the legal advice for the Client. Moreover, the E-Consultation includes (excluding the Basic E-Consultation) the analysis of one or more documents, which is performed before the E-Consultation.
- 4.12. An E-Consultation Service provided by means of Microsoft Teams requires the Client to have access to a computer or mobile device with an Internet connection and an up-to-date version of an Internet browser (Microsoft Edge, Internet Explorer, Firefox or Chrome), which meets the technical requirements of the Teams application. The Client does not need a user account in order to use the Teams application.

5. Packages

- 5.1. The Service Provider offers several options for the E-Consultation Service, which vary with regard to price, scope of provided legal advice, the possibility of documentation analysis, E-Consultation availability, etc. E-Consultation may be also provided in a dedicated option, tailored to the Client's needs, after determining its scope and price.
- 5.2. The E-Consultation Service is available in the following Packages:
 - 5.2.1. Basic E-Consultation;
 - 5.2.2. Optimum E-Consultation;
 - 5.2.3. Optimum Plus E-Consultation;

- 5.2.4. Premium E-Consultation.
- 5.3. The Basic E-Consultation includes:
 - 5.3.1. an E-Consultation on the phone or on Teams for up to 20 minutes;
 - 5.3.2. E-Consultation Service availability on Business Days;
 - 5.3.3. legal advice only within the scope specified in the Enquiry and within the E-Consultation Service scope indicated in 4.3 above;
 - 5.3.4. legal advice without a documentation analysis.
- 5.4. The Optimum E-Consultation includes:
 - 5.4.1. an E-Consultation on the phone or on Teams for up to 45 minutes;
 - 5.4.2. E-Consultation Service availability on Business Days;
 - 5.4.3. legal advice only within the scope specified in the Enquiry and within the E-Consultation Service scope indicated in 4.3 above;
 - 5.4.4. the analysis of a maximum 5-page-long document.
- 5.5. The Optimum Plus E-Consultation includes:
 - 5.5.1. an E-Consultation on the phone or on Teams for up to 60 minutes;
 - 5.5.2. E-Consultation Service availability on Business Days;
 - 5.5.3. legal advice only within the scope specified in the Enquiry and within the E-Consultation Service scope indicated in 4.3 above;
 - 5.5.4. the analysis of a maximum 10-page-long document.
- 5.6. The Premium E-Consultation includes:
 - 5.6.1. an E-Consultation on the phone or on Teams for up to 60 minutes;
 - 5.6.2. E-Consultation Service availability on Business Days;
 - 5.6.3. the possibility of weekend E-Consultations (excluding public holidays);
 - 5.6.4. legal advice only within the scope specified in the Enquiry and within the E-Consultation Service scope indicated in 4.3 above;
 - 5.6.5. the analysis of a maximum 15-page-long document.

6. Prices and Payments

- 6.1. Subject to 6.2 below, in order to be provided with an E-Consultation Service, the Client is obliged to pre-pay for the selected Package in accordance with the rates below:
 - 6.1.1. Basic E-Consultation:
 - a) PLN 79 gross (PLN 64.23 net + VAT) or
 - b) EUR 19 gross (EUR 15.45 net + VAT);
 - 6.1.2. Optimum E-Consultation:
 - a) PLN 199 gross (PLN 161,79 net + VAT) or
 - b) EUR 49 gross (EUR 39.84 net + VAT);
 - 6.1.3. Optimum Plus E-Consultation:
 - a) PLN 299 gross (PLN 243.09 net + VAT) or
 - b) EUR 69 gross (EUR 56.10 net + VAT);
 - 6.1.4. Premium E-Consultation:
 - a) PLN 399 gross (PLN 324.39 net + VAT) or
 - b) EUR 99 gross (EUR 80.49 net + VAT);
 - 6.1.5. dedicated E-Consultation:

The price depends on the arrangements with the Client.

- 6.2. Subject to 6.6 below, in order to be provided with an E-Consultation Service, a Corporate Client with a registered seat outside of Poland is obliged to pre-pay for the selected Package in accordance with the rates below:
- 6.2.1. Basic E-Consultation:
- a) PLN 79 gross (VAT excluded) or
 - b) EUR 19 gross (VAT excluded);
- 6.2.2. Optimum E-Consultation:
- a) PLN 199 gross (VAT excluded) or
 - b) EUR 49 gross (VAT excluded);
- 6.2.3. Optimum Plus E-Consultation:
- a) PLN 299 gross (VAT excluded) or
 - b) EUR 69 gross (VAT excluded);
- 6.2.4. Premium E-Consultation:
- a) PLN 399 gross (VAT excluded) or
 - b) EUR 99 gross (VAT excluded);
- 6.2.5. dedicated E-Consultation:
- The price depends on the arrangements with the Client.
- 6.3. The payment for a given Package includes one E-Consultation call, i.e. the duration of an E-Consultation call within a Package is calculated continuously and cannot be interrupted or suspended. The Client cannot split the E-Consultation call time of a given Package into several E-Consultations.
- 6.4. The Client is entitled to choose the currency in which the price of a Package is calculated, allowing for the price difference of a given Package.
- 6.5. The price includes VAT at the rate applicable to this type of services which is in force in Poland on the invoice issue date.
- 6.6. The E-Consultation Service provided to Corporate Clients with a seat outside of Poland is considered an intra-community supply of services, hence the applicable VAT is settled by the Client in the country of his/her seat. The prices of E-Consultation Services provided to Corporate Clients with a seat outside of Poland indicated in 6.2 above are net values payable to the Service Provider.
- 6.7. The prices specified in 6.1 and 6.2 above are the Service Provider's remuneration for a one-time E-Consultation Service within a given Package. The price does not include other services, e.g. Internet access and appropriate equipment for using Microsoft Teams, which are the Client's responsibility.
- 6.8. The Client agrees for the Service Provider to issue and send him/her e-invoices (without the issuer's signature), including correction invoices, to the e-mail address indicated by the Client in the Enquiry and in the E-Consultation Service Agreement. Moreover, the Consumer Client agrees to be issued an e-invoice instead of a receipt.

7. Complaints

- 7.1. The Client has the right to submit a complaint as regards concluding the E-Consultation Service Agreement and providing the E-Consultation Service. The complaint should be reported in one of the following ways:
- 7.1.1. in paper form to the address indicated in 2.1.16 above or
 - 7.1.2. by e-mail to the e-mail address indicated in 1.4.2 above.
- 7.2. The complaint should include the Client's details, date of E-Consultation (scheduled or held) and a description of the complaint.
- 7.3. The Service Provider will respond within 30 days from receiving the complaint.
- 7.4. If the Service Provider does not reply to the Client's complaint within the deadline specified in 7.3 above, it means that the complaint has been accepted.
- 7.5. Consumer Clients have the option of alternative (out-of-court) dispute resolution and pursuit of claims. All disputes between the Consumer Client and Service Provider arising in connection with the E-Consultation Service Agreement or the provision of the E-Consultation Service may be referred for out-of-court dispute

settlement on the ODR (Online Dispute Resolution) platform, available at <http://ec.europa.eu/consumers/odr/>. Using the ODR platform is the Consumer Client's right, not obligation, and the process is performed in accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

- 7.6. The Service Provider informs that the Consumer Client has the right to file for mediation to the Provincial Inspector of Trade Inspection). The procedures of arbitration applied by the Provincial Inspectorate of Trade Inspection (Wojewódzki Inspektorat Inspekcji Handlowej) are available at the offices and on the websites of the Provincial Inspectorates of Trade Inspection.

8. Personal Data

- 8.1. The Controller of the Client's personal data provided in connection with submitting an Enquiry or entering into and performing an E-Consultation Service Agreement is the Service Provider.
- 8.2. Providing the Client's personal data is voluntary, but necessary for entering into and performing an E-Consultation Service Agreement.
- 8.3. For the detailed conditions of processing the Clients' personal data please see the Privacy Policy.

9. Withdrawal from the E-Consultation Service Agreement by Consumer Clients

- 9.1. A Consumer Client has the right to withdraw from an E-Consultation Service Agreement without indicating a reason and free of charges other than those specified herein and by the law. The Consumer Client may withdraw from the Agreement within 14 days from entering into it, but no later than at the end of the E-Consultation Service (for established connections: the end of the call; in cases when the Service Provider attempts to establish a connection on the scheduled E-Consultation date: 10 minutes after the scheduled beginning of the E-Consultation).
- 9.2. If the Consumer Client withdraws from the E-Consultation Service Agreement after the Service Provider has already taken any actions connected with the Consumer Client's Enquiry, the Consumer Client is only entitled to a partial refund for the pre-paid Package, proportionally to the value of the services provided. The amount due will be returned to the Consumer Client within 14 days after the Service Provider receives a valid withdrawal from the Agreement.
- 9.3. A Consumer Client has the right to submit a withdrawal from the Agreement to the Service Provider:
- 9.3.1. in paper form to the address indicated in 2.1.16 above or
- 9.3.2. by e-mail to the address indicated in 1.4.2 above.
- 9.4. The Consumer Client may (but is not obliged to) use the form which constitutes Attachment no. 1 hereto to declare his/her will to withdraw from the Agreement.

10. Termination of the E-Consultation Service Agreement by Corporate Clients

- 10.1. A Corporate Client is not entitled to withdraw from an E-Consultation Service Agreement.
- 10.2. A Corporate Client has the right to terminate an E-Consultation Service Agreement at any time. If the Agreement is terminated less than 72 hours before the scheduled E-Consultation or if the termination takes place after the E-Consultation has already begun (including if the Service Provider started analysing the Corporate Client's documentation or started preparing for the E-Consultation), the Client is not entitled to a refund of the charge for the E-Consultation Service.
- 10.3. A notice of termination should be submitted to the Service Provider in the manner specified in 9.3.1 or 9.3.2. above.
- 10.4. The provisions of Article 9 hereof, not the provisions of 10.1-10.3 above, apply if the Corporate Client conducts business activity as a sole entrepreneur and enters into the E-Consultation Service Agreement with the Service Provider after 1 June 2020 in a scope directly connected with the Corporate Client's business activity, when the E-Consultation Service Agreement indicates that the Agreement is not of a professional nature for the Corporate Client.

11. Liability

- 11.1. The E-Consultation Service Agreement is an agreement of due diligence. The Service Provider is not liable for the non-performance or improper performance of the E-Consultation Service that results from:
- 11.1.1. factors beyond the control of the Service Provider, such as force majeure or actions of third parties,

- 11.1.2. a breach of the Terms of Service by the Client,
 - 11.1.3. receiving incomplete or false information or documentation from the Client,
 - 11.1.4. advice that falls beyond the scope of the E-Consultation Service specified in the Terms of Service,
 - 11.1.5. losses caused by factors on the Client's part.
- 11.2. The Service Provider is not liable for loss of profits.
- 11.3. For E-Consultation Service Agreements entered into by the Service Provider and a Corporate Client, the liability of the Service Provider is limited to direct losses caused by the Service Provider's wilful act or omission and to the amount of PLN 2000.
- 11.4. The Client will use the E-Consultation Service in accordance with the law and the E-Consultation Service Agreement (including the Terms of Service), as well as the principles of social coexistence and social norms. The Client is liable for not conforming to the law and these Terms of Service, including for the infringement of third party rights.
- 12. Final Provisions**
- 12.1. For matters not provided for herein the provisions of the Polish law shall apply.
- 12.2. Any disputes between the Service Provider and Corporate Clients arising in relation to the E-Consultation Service Agreement will be settled by the common court having jurisdiction over the Service Provider's seat.
- 12.3. The Service Provider is entitled to change these Terms of Service at any time. The change of the Terms of Service is effective the moment their new version is published on the Website. The version of the Terms of Service valid on the date of concluding an E-Consultation Service Agreement applies to that Agreement.
- 12.4. The template of the withdrawal from the Agreement constitutes Attachment no. 1 hereto.

**ATTACHMENT NO. 1 TO THE TERMS OF SERVICE
WITHDRAWAL FROM THE AGREEMENT TEMPLATE**

(please fill in and submit this form only if you would like to withdraw from the Agreement)

To: Kancelaria Adwokacka Adwokat Przemysław Barchan, Emilii Plater 25/39, 00-556 Warsaw, e-mail: biuro@barchan.pl

I, _____, hereby withdraw from the E-Consultation Service Agreement concluded on _____, in the _____ Package and with an E-Consultation date scheduled for _____.

Client's Name and Surname:

Client's address:

Client's Signature (only if the form is submitted in paper form):

Date: