

## TERMS OF BUSINESS

Of the service eAdvokacie.cz

### 1. INTRODUCTORY PROVISIONS

- 1.1. These Terms of Business (**“Terms of Business”**) regulate, in accordance with section 1751(1) of Act no. 89/2012 Coll., Civil Code, as amended (**“Civil Code”**), mutual rights and obligations between Mgr. Daniel Mašek, lawyer, Czech Bar Association roll number: 9244, company ID: 475 93 687, the member of the association Mašek, Kočí, Aujezdský, attorneys of law, with registered office at Opletalova 1535/4, 110 00 Praha 1 (**“Lawyer”**) and other persons (**“Client”**) arising in connection with and from Contracts for the Provision of Services (**“Contract for the Provision of Services”**) concluded via the Lawyer’s website located at the internet address [www.e-Advokacie.cz](http://www.e-Advokacie.cz) (**“Website”**).
- 1.2. In circumstances where a person who intends to conclude a Contract for the Provision of Services with the Lawyer is a consumer, i.e. he/she is not a legal person or a natural person acting in their business capacity or in their independent professional capacity, the relationships between the Lawyer and such a person shall also be governed by the separate provision of clause 11 of the Terms of Business.
- 1.3. Once the Client has agreed to a new version of the Terms of Business, the previous Terms of Business shall cease to be effective and the new version of the Terms of Business shall become an inseparable part of the Contract for the Provision of Services.

### 2. DEFINITIONS OF CERTAIN TERMS

- 2.1. **Service** means the Lawyer’s legal services agreed with the Client in the Contract for the Provision of Services, which may include representation in proceedings before courts and other bodies, defence in criminal matters, providing legal advice, drafting of documents, preparation of legal analyses and other forms of legal assistance.

### 3. USER ACCOUNT

- 3.1. Once registered on the Website, the Client may access their user interface on the Website. From their user interface, the Client may, in particular, manage their details and access products forming part of the Service (**“User Account”**).
- 3.2. When registering on the Website, the Client shall provide correct and true details only. The Client shall update the personal details provided in the User Account every time they change in any way. The Lawyer shall deem the details provided by the Client in the User Account to be correct.



- 3.3. Access to the User Account is secured with a username and a password. The Client shall treat as confidential the information required in order to access their User Account; the Client acknowledges that the Lawyer shall bear no responsibility for a breach of this obligation by the Client.
- 3.4. A lawyer may block the Client from using their User Account, in particular in the event that the Client breaches their obligations arising from the Contract for the Provision of Services (including the Terms of Business); clause 10 of the Terms of Business is not hereby affected.

#### **4. CONCLUSION OF CONTRACT FOR THE PROVISION OF SERVICES**

- 4.1. The client shall complete a registration form on the Website. For the purposes of the Terms of Business, the Lawyer shall deem the details provided by the Client in the registration form to be correct. The Lawyer shall require reasonable verification of the Client's identity prior to providing a legal Service.
- 4.2. A Contract for the Provision of Services shall be concluded in the course of individual communication between the Lawyer and the Client (via the Website or via email).
- 4.3. The Client acknowledges that the Lawyer is not obliged to conclude a Contract for the Provision of Services, in particular with persons who have previously breached contractual relationships with the Lawyer.

#### **5. OBJECT OF CONTRACT FOR THE PROVISION OF SERVICES**

- 5.1. In the Contract for the Provision of Services, the Lawyer undertakes to provide the Service to the Client. In the Contract for the Provision of Services, the Client undertakes to pay the Lawyer the agreed remuneration in return for the provision of the Service. Clause 6.2 of the Terms of Business is not hereby affected.
- 5.2. The Lawyer shall treat as confidential all facts which became known to them in connection with the provision of the Service to the Client. Only the Client and, if the Client ceases to exist, the Client's successor may release the Lawyer from this obligation.
- 5.3. The Client acknowledges that, having regard to section 26 of Act no. 85/1996 Coll., on the Legal Profession, as amended (**Act on the Legal Profession**), legal services may be provided or the Lawyer may be represented in individual activities by another lawyer or by a trainee lawyer.
- 5.4. The Lawyer shall protect and promote the Client's rights and legitimate interests and act in accordance with the Client's instructions. When providing the Service, the Lawyer shall be independent; however, the Lawyer is bound by the law and by the Client's lawful instructions.



If the Client's instructions are contrary to the law or to a professional regulation, the Lawyer shall not be bound by them and shall inform the Client of this fact.

- 5.5. The Client undertakes to provide the Lawyer with complete and true information in a timely manner and to supply to the Lawyer materials, information and other documents required for proper performance of activities in accordance with the Contract for the Provision of Services.

## 6. LAWYER'S REMUNERATION

- 6.1. In return for the provision of the Service, the Client shall pay to the Lawyer remuneration in the amount agreed in the Contract for the Provision of Services. The Lawyer's remuneration shall be communicated to the Client inclusive of all taxes and fees.
- 6.2. The Lawyer may request payment of a deposit towards their remuneration in accordance with the Contract for the Provision of Services.
- 6.3. Once Services have been provided, the provided Service shall be billed. Upon the Client's request, the Lawyer shall communicate in advance the expected amount of their remuneration and the expected volume of work required in order to provide the Service.
- 6.4. The Lawyer's remuneration shall be payable by cash free means to the Lawyer's account communicated to the Client (**'Lawyer's Account'**).
- 6.5. The Client shall receive payment information including the Lawyer's account number and payment reference as part of payment instructions displayed in the User Account, or the Lawyer shall send them by email to the client's address.
- 6.6. The Lawyer is a payer of Value Added Tax (**'VAT'**); VAT shall be added to all amounts in accordance with generally binding legislation.
- 6.7. When the Lawyer's remuneration is paid by cash free means, the Client's obligation to pay the Lawyer's remuneration shall be discharged when the Lawyer's Account has been credited with the relevant amount.

## 7. USE OF THE SERVICE

- 7.1. The Client acknowledges that the Lawyer shall bear no responsibility for the settings selected by the Client in the User Account.
- 7.2. When using the Service, the Client may not use mechanisms, tools, programs or processes which have or may have an adverse effect on the operation of the Lawyer's equipment, safety



of the internet or other internet users. The Client may not burden the Lawyer's server, from which the Service is being provided, with automated requests.

## 8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES

- 8.1. The Lawyer shall be liable to the Client for loss incurred by the Client in connection with the Lawyer's legal practice. The Lawyer shall also be liable for loss incurred by the Client if the loss was incurred in connection with the legal practice of the Lawyer's representative or an employee other than an employed Lawyer. The Lawyer who practices law in an association must be insured against liability for loss for which the Lawyer is liable to the client, as well as in the event that the Lawyer becomes liable to pay compensation for loss which the Lawyer who practices law in an association in accordance with separate legislation is liable to pay on account of solidary liability.
- 8.2. Rights and obligations of the contractual parties in relation to the Lawyer's liability for defects of services are governed by the respective generally binding legislation. The Client may assert their rights arising from the Lawyer's liability for defects of services at the Lawyer's registered office address.
- 8.3. The Client acknowledges that the Lawyer shall not be liable for the functionality of a public data network, functionality of the Client's hardware equipment, state of the Client's software equipment, backing up of data by the Client or for potential interference by third parties with the Client's software equipment.
- 8.4. The Client acknowledges that the Lawyer is an obliged person within the meaning of Act no. 253/2008 Coll., on Certain Measures against the Legalisation of Proceeds from Criminal Activity and the Financing of Terrorism, as amended (**AML Act**); when performing obligations arising from the Contract for the Provision of Services, the parties shall comply with all duties arising from the AML Act. The Lawyer is entitled to require the Client to provide information, documents and other materials for the purposes of their identification and checking and the Client is obliged to provide these to the Lawyer.

## 9. PERSONAL DATA PROTECTION

- 9.1. In circumstances where the Client is a natural person, the Lawyer complies with their information duty towards the Client within the meaning of article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Natural Persons with Regard to the Processing of Personal Data and on the Free Movement of Such Data, and Repealing Directive 95/46/EC (General Data Protection Regulation) (**GDPR Regulation**) relating to the processing of the Client's personal data for the purposes of performance of the Contract for the Provision of Services, for the purposes



of negotiation with regard to the Contract for the Provision of Services and for the purposes of compliance with the Lawyer's public law duties by way of a separate document.

- 9.2. The Client consents to the saving of so-called cookies on their computer. Cookies are small files which allow the Lawyer to recognise the Client's web browser when communicating with the Service and to subsequently use certain functions of the Service. In the event that it is possible to perform the Lawyer's obligations arising from the Contract for the Provision of Services without cookies being saved on the Client's computer, the Client may withdraw their consent under the first sentence of this paragraph at any time.

## **10. DURATION OF CONTRACT FOR THE PROVISION OF SERVICES**

- 10.1. The Contract for the Provision of Services enters into effect as soon as it has been concluded.
- 10.2. The Client is entitled to terminate the Contract for the Provision of Services at any time without specifying a reason by way of a written notice of withdrawal, which shall become effective as soon as it has been served on the Lawyer.
- 10.3. The Lawyer is entitled to terminate the Contract for the Provision of Services if there is a breakdown of trust between them and the Client, if the Client is not providing the required cooperation or in other circumstances specified by generally binding legislation. The Lawyer is further entitled to proceed in this manner if, irrespective of the Lawyer having informed the Client that the Client's instructions are contrary to the law or contrary to a professional regulation, the Client insists that the Lawyer complies with their instructions.
- 10.4. The Lawyer may terminate the Contract for the Provision of Services if the Client has not paid a reasonable deposit towards the fees for the provision of legal services, despite the Lawyer's request for such payment.

## **11. SEPARATE PROVISIONS OF CONSUMER CONTRACTS**

- 11.1. The Contract for the Provision of Services and the Terms of Business are executed in Czech and English language. The Contract for the Provision of Services may be concluded in Czech and English language.
- 11.2. The Client agrees that the Lawyer may start providing the Services in accordance with the Contract for the Provision of Services immediately after its conclusion, even if the statutory period for withdrawal from the Contract for the Provision of Services has not expired yet. The Client acknowledges that if the Lawyer's obligations from the Contract for the Provision of Services are performed prior to the expiry of the statutory period for withdrawal from a contract, as a result of providing consent in accordance with the previous sentence, the Client shall not have a right to withdraw from the Contract for the



Provision of Services pursuant to section 1829(1) of the Civil Code.

- 11.3. If the Client is a consumer, the Client may withdraw from the Contract for the Provision of Services with a period of fourteen (14) days of its conclusion, unless it is not possible to withdraw from the Contract (clause 11.2). In order to effect such a withdrawal from the Contract, the Client may use a template form provided by the Lawyer, which forms Schedule no. 1 to the Terms of Business. If the Client withdraws from the Contract for the Provision of Services pursuant to this clause, the Client shall pay to the Lawyer a proportionate part of the agreed remuneration for Services provided prior to the withdrawal from the Contract for the Provision of Services. The Lawyer shall return any remaining pre-paid fees to the Client within fourteen (14) days of such withdrawal.
- 11.4. The Client consents to the use of means of distant communication for the purposes of conclusion of the Contract for the Provision of Services. Any expenses incurred by the Client when using means of distant communication in connection with the conclusion of the Contract for the Provision of Services (e.g. costs of internet connection) shall be borne by the Client; such expenses shall not differ from the basic rate.
- 11.5. The Lawyer is bound by professional regulations issued by the Czech Bar Association.
- 11.6. The Lawyer handles out of court complaints made by consumers by way of email at the contact address (clause 11.13). The Lawyer shall communicate the outcome of a Client's complaint by an email sent to the Client's address.
- 11.7. On 5.2.2016, the Czech Bar Association was authorised by the Ministry of Industry and Commerce of the Czech Republic to handle out of court settlement of consumer disputes between a lawyer and a consumer arising from Contracts for the Provision of Legal Services (on the basis of Act no. 634/1992 Coll., on Consumer Protection, as amended). The authorised body's website is [www.cak.cz](http://www.cak.cz).
- 11.8. The European Consumer Centre Czech Republic, with registered address at Štěpánská 567/15, 120 00 Praha 2, internet address: <http://www.evropskyspotrebitel.cz> is a contact point pursuant to 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).
- 11.9. The Lawyer is authorised to provide legal services on the basis of their registration on the roll of lawyers maintained by the Czech Bar Association. The Czech Bar Association regulates the Lawyer's activities. Regulation in the area of personal data protection is carried out the Office for Personal Data Protection. The Czech Trade Inspection carries out, in a specified extent and amongst other things, regulation of compliance with Act no. 634/1992 Coll., on Consumer Protection, as amended.



- 11.10. Rights arising from defective performance by the Lawyer are governed by the law, in particular by section 1914 et seq. of the Civil Code and by Act no. 634/1992 Coll., on Consumer Protection, as amended.
- 11.11. By choosing the applicable law in accordance with clause 12.1 of the Terms of Business the Client, who is a consumer, shall not be deprived of protection afforded to them by legal provisions which cannot be derogated from on the basis of a contract, and which, in the event of non-existence of choice of law, would otherwise apply pursuant to clause 6(1) of Regulation No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the Law Applicable to Contractual Obligations (Rome I).
- 11.12. The Contract for the Provision of Services including the Terms of Business is archived by the Lawyer in electronic form and it is not publicly accessible.
- 11.13. Lawyer's contact details: email address [eadvokacie@eadvokacie.cz](mailto:eadvokacie@eadvokacie.cz), telephone number + 420 602 626 065.

## 12. FINAL PROVISIONS

- 12.1. If a relationship related to the use of the Website or a legal relationship arising from the Contract for the Provision of Services contains an international (foreign) element, the parties agree that such a relationship shall be governed by Czech law, in particular by the Civil Code. For the purposes of relationships between the Lawyer and the Client:
- 12.1.1. The use of respected trade customs within the meaning of section 558(2) of the Civil Code shall be excluded in circumstances where the Client runs a business;
- 12.1.2. Section 1763 and section 2440(2) of the Civil Code shall be excluded.
- 12.2. Section 1799 and section 1800 of the Civil Code shall be excluded in circumstances where the Client runs a business.
- 12.3. The contractual parties have agreed that courts of the Czech Republic shall have jurisdiction.
- 12.4. If a provision of the Terms of Business is invalid or ineffective or it becomes invalid or ineffective, it shall be replaced by a provision the meaning of which is most similar to the invalid provision. The invalidity or ineffectiveness of a provision shall have no effect on the validity of the rest of the provisions.



**Schedule no. 1 to the Terms of Business – Form for Withdrawal by a consumer from the Contract for the Provision of Services**

Please complete this form and send it back to the Lawyer in the statutory period in the event that you wish to withdraw from the Contract for the Provision of Services (**“Contract for the Provision of Services”**).

<b>Recipient (lawyer):</b>	Mgr. Daniel Mašek, lawyer, Czech Bar Association roll number: 9244, company ID: 475 93 687, the member of the association Mašek, Kočí, Aujezdský, attorneys of law, with registered office at Opletalova 1535/4, 110 00 Praha 1
<b>The Client hereby withdraws from the Contract for the Provision of Services concluded on</b>	
<b>Client’s name and surname:</b>	
<b>Client’s address:</b>	
<b>Date:</b>	
<b>Client’s signature:</b> (if this form is being sent in hard copy)	

