

# REGULATIONS FOR THE USE OF THE APPLICATION USED BY PASTERNAK LEGAL - "REGULATIONS OF THE APPLICATION"

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### 1. General Provisions

- 1.1. Pasternak LEGAL cares about consumer rights, so we want you to know that the consumer cannot waive the rights granted to him under generally applicable law. Contractual provisions that would be less favorable to the consumer are invalid and the provisions of generally applicable law shall apply in their place;
- 1.2. These Regulations for the Use of the Application (hereinafter referred to as the "**Application Regulations**") define the rules and conditions for using the application, and in particular the software used by Pasternak LEGAL, which may be made available to the Customer/User, in particular for the purpose of obtaining information about the matters, services provided in the scope specified in the Application Regulations by Łukasz Pasternak running a business under the name Łukasz Pasternak Kancelaria Adwokacka, Al. J. Piłsudskiego 29, 05-270 Marki, correspondence address: ul. Malborska 1/11, 03-286 Warsaw, NIP: 1251620309 , REGON: 14658219, email: [biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl), tel. +48 22 718 32 70, + 48 510-328-596 - hereinafter referred to as the "**Law Office**" or "**Pasternak LEGAL**".
- 1.3. The Regulations are the regulations referred to in Art. 8 of the Act of 18 July 2002 on the provision of electronic services (hereinafter referred to as the "**Act on the provision of electronic services**");
- 1.4. You can contact the Pasternak LEGAL Law Firm at any time in matters relating to the Application:
  - a. by sending a message to the email address: [biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl);
  - b. by calling: +48 22 718 32 70, + 48 510-328-596;

- c. sending correspondence to the following address:  
Marki - Al. J. Piłsudskiego 29, 05-270 Marki;  
Warsaw - ul. Malborska 1/11, 03-286 Warszawa;  
Lublin - Al. Kraśnicka 27, 20-718 Lublin;
- d. we are available on Business Days from Monday to Friday from 9:00 a.m. to 5:00 p.m.;

- 1.5. Before using the Application, Website, Store or the services of Pasternak LEGAL, the Customer/User is obliged to read the **Regulations, General Terms and Conditions, Application Regulations and the Privacy and Cookies Policy** . The Customer is obliged to comply with the provisions of these Application Regulations and other above-mentioned regulations. By starting to use the Application, the User/Customer declares that he or she has read these Application Regulations, the privacy and cookies policy , the Regulations and the General Terms and Conditions and that he or she undertakes to comply with their provisions, which can be confirmed by setting up a Customer Account in the Application.
- 1.6. The Customer guarantees that each User who will represent the Customer will also comply with the provisions of these Application Regulations.

## 2. Definitions

- 2.1. The words used in these Regulations written with a capital letter have the following meanings:
  - 1. **Subscriber, Law Firm or Pasternak LEGAL** - Łukasz Pasternak running a business under the name Łukasz Pasternak Kancelaria Adwokacka, Al. J. Piłsudskiego 29, 05-270 Marki correspondence address: ul. Malborska 1/11, 03-286 Warsaw, NIP: 1251620309 , REGON: 14658219, email: [biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl), tel. +48 22 718 32 70, + 48 510-328-596 ;
  - 2. **Administrator** - means the person designated by the Subscriber (i) as its primary administrative contact for support purposes, issues related to failures and other technical problems and issues;
  - 3. **Amberlo** - Amberlo Limited registered in Ireland with company number 621379 and registered office at Ground Floor , 8-9 Marino Mart, Fairview , Clontarf Dublin 3 Ireland - entity with which Pasternak LEGAL concluded an agreement, the subject of which is the use of software and services provided by Amberlo, via the website located at [www.amberlo.io](http://www.amberlo.io) ;
  - 4. **Application** - an application enabling the Client/User to obtain information about matters conducted on his behalf and services provided by Pasternak LEGAL, which is software used by Pasternak LEGAL and made available by Amberlo under the "Amberlo" brand via the website located at [www.amberlo.io](http://www.amberlo.io) . (hereinafter referred to as the “ **Service**” ) ; The Customer can use the Application at the link: <https://pasternaklegal.amberlo.io/>
  - 5. **Account Data** - means the data of the Subscriber and Users necessary to identify them and manage their use of the Service. For the avoidance of doubt, Account Data does not include data sent by the Subscriber or Users regarding contacts, matters, tasks or similar data;
  - 6. **Content** - means any data, information or materials, files, documents, and others. that have been entered into the Application or the User has access to them;
  - 7. **Good industry practice** - means using the degree of care and skill, technical resources and innovation that would be expected from professional providers of services similar to the Service with appropriate resources in the European Union;
  - 8. **Personal Data** - Personal Data within the meaning 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) (Journal of Laws EU L. of 2016, No. 119, p. 1, as amended ) hereinafter referred to as " **GDPR** ";
  - 9. **Client** – Client of Pasternak LEGAL to whom Pasternak LEGAL provides legal services, including Registered Client, User;
  - 10. **Confidential Information** - means Account Data, Content and any information, technical data or know-how considered proprietary or confidential by Amberlo, Pasternak LEGAL or the user, as well as the Registered Customer, including research, services, inventions, processes, specifications, designs, any party's drawings, diagrams, concepts, marketing, techniques, documentation, source code, customer information, personal information, pricing information, procedures, menu concepts, business and marketing plans or strategies, financial information and business opportunities disclosed by either party parties before or after the entry into force The date of entry into force of this Agreement, directly or indirectly, in any form, including in writing, orally, in machine-readable form or by access to the premises of either party;

11. **Regulator** - for Subscribers practicing law in the European Union, means the body responsible for regulating the provision of legal services ;
12. **Civil Code** - Act of April 23, 1964, Civil Code, also referred to as the " CC ";
13. **Consumer** – a natural person concluding a legal transaction with Pasternak LEGAL that is not directly related to its business or professional activity. The provisions relating to the Consumer contained in these Regulations also apply to a natural person concluding a contract for the provision of Services or concluding a contract with Pasternak LEGAL directly related to its business activity, when the content of this contract shows that it does not have a professional nature for this person, resulting from in particular from the subject of its business activity, made available on the basis of the provisions on the Central Registration and Information on Economic Activity - hereinafter referred to as " **Entrepreneur with Consumer Rights**" ;
14. **Customer Account** - Electronic Service, marked with an individual name (login) and password provided by the Customer/User, a set of resources in the IT system used by Pasternak LEGAL , in which data regarding the Customer is collected in the Application, in particular in the scope of matters conducted for him and services provided to him. services and other Content;
15. **GTC** – General terms and conditions for the provision of legal services by Pasternak LEGAL - available at [the link](#) ;
16. **cookies policy** – a document containing information on the processing of Customers' personal data by Pasternak LEGAL and regulating the cookie policy – [available at this address - LINK](#) ;
17. **Entrepreneur** - a natural person, a legal person or an organizational unit without legal personality, which is granted legal capacity by special provisions, conducting business or professional activity on its own behalf;
18. **Security threat** - means a violation of this Agreement by the Subscriber, which (a) may disrupt (i) the provision of the Service by AMBERLO; (ii) activities of other Subscribers; or (iii) the network or servers used to provide the Service; or (b) provides unauthorized third parties with access to the Service;
19. **Regulations** – Regulations of the Website, Online Store;
20. **Amberlo Regulations** - provisions of the Amberlo Application regulations available at: <https://www.amberlo.io/pl/terms-of-service/> and Amberlo's privacy policy - <https://www.amberlo.io/privacy-policy/> ;
21. **Application Regulations** - these Regulations;
22. **Consumer Rights Act** - Act of May 30, 2014 on consumer rights;
23. **Act on the provision of services by electronic means** - Act of 18 July 2002 on the provision of services by electronic means;
24. **User or Registered Customer** - means a natural person to whom the Administrator has granted access to the Service, and in particular means a natural person who has been invited to use the functions of the Application addressed to the Customer ( **Registered Customer** ). A Registered Customer may be a Consumer, an Entrepreneur with consumer rights and an Entrepreneur or their representatives ;

### 3. Technical Requirements

- 3.1. The technical requirements for using the Website and Online Store, Application and Online Consultations are described below.
- 3.2. The use of the Website and Online Store by the Customer requires:
  - a. access to the Internet;
  - b. having devices enabling the use of Internet resources;
  - c. having a standard web browser;
  - d. using a web browser enabling the display of hypertext documents on the device's screen, linked on the Internet by a web service and supporting the JavaScript programming language, and accepting cookies ;
  - e. having a standard operating system;
  - f. having computer programs that read files in .pdf and .docx or .xlsx ., MP4, MP3, MOV, AVI etc. ;
  - g. having an active e-mail account;
  - h. having computer programs or applications enabling the playback of audio or audio-video files;
- 3.3. If you wish **to use all functionalities of the Online Store**, it may be necessary to create an Account.
- 3.4. In order to use **the Application, it is also necessary** to create a Customer Account.
- 3.5. In the case of **Online Consultations** - it is also necessary:
  - a. having access to applications such as Zoom, Microsoft Teams ;
  - b. having computer programs or applications enabling the playback of audio or audio-video files;
  - c. having programs enabling remote communication;
  - d. having a telephone number, especially in the case of a telephone consultation.

- 3.6. If the use of the Application requires meeting additional technical requirements, such information will be provided to the User.
- 3.7. The application has been adapted to work properly in the following browsers: Internet Explorer version not lower than 8.0 or Mozilla Firefox version not lower than 3.0, Opera version not lower than 9.0, Google Chrome version not lower than 6, Safari version 10 or higher . Using all functionalities of the Mobile Application may require additionally downloading the application to the Mobile device, but it is possible to use the Application on mobile devices without downloading a special application via a web browser.
- 3.8. The Customer may not use the Application for illegal purposes. It is prohibited to use the Application in an unlawful manner, in particular by sending such content to the Application.
- 3.9. Users are prohibited from using viruses, bots, worms or other computer codes, files or programs (in particular scripts and applications automating processes or other codes, files or tools).
- 3.10. Pasternak LEGAL informs that it uses cryptographic protection of electronic transfer and digital content by applying appropriate logical, organizational and technical measures, in particular to prevent third party access to data, including SSL encryption, the use of access passwords and anti-virus or unwanted software programs. .
- 3.11. Pasternak LEGAL informs that despite the use of the security measures referred to in point. 3.10 above, the use of the Internet and services provided electronically may be at risk of malware entering the IT system and the Customer's device or third parties gaining access to the data on this device. In order to minimize this threat, Pasternak LEGAL recommends using antivirus programs or means to protect your identification on the Internet.
- 3.12. The risks associated with using the Internet include, among others, the possibility of introducing software into a device connected to the Internet that may cause damage, such as: "viruses", "worms" and "Trojan horses". Due to the above, it is advisable for the User to have up-to-date software to counteract this type of threats, such as antivirus programs and programs that protect devices against unauthorized access by third parties (so-called firewall).
- 3.13. The actions of third parties seeking to gain unauthorized access to devices and data without knowledge and against will also pose a threat.
- 3.14. User. In order to prevent such activities, it is recommended to keep the Password enabling access to the Account strictly confidential.
- 3.15. In the case of posting audio, audiovisual, graphic or text materials, the quality of the service of providing films and audiovisual materials or other materials, including graphic or text materials, may depend on the technical parameters of the Internet connection and the technical parameters of the device through which the Customer has access to the above-mentioned content in Applications.
- 3.16. Pasternak LEGAL is not responsible for the lack of access or disrupted access to the Application or services provided using telecommunications devices caused by circumstances beyond Pasternak LEGAL's control, or technical problems or technical limitations related to the Internet connection used by the Customer or the device used by the Customer. Due to the properties of the Internet network and the Customer's computer equipment, and the use of external applications, which are independent of Pasternak LEGAL, the Customer is aware of the risks associated with it, in particular the lack of a guarantee of uninterrupted and uninterrupted access to the Website or Online Store or Application. Pasternak LEGAL informs that technical problems or technical limitations occurring on the computer equipment used by the Customer (such as firewalls - locks, incorrect versions of the multimedia file player, anti-virus programs and others) may limit or prevent the Customer's access to the functionalities in the Application.
- 3.17. Pasternak LEGAL reserves that the functionalities of the Application may be available using ICT data transmission or mobile network transmission, during which objective circumstances and factors beyond the control of Pasternak LEGAL may occur that affect the ability to use the Service, i.e. weather conditions, incorrect installation. , insufficient signal quality, defect or failure of the ICT network, hardware or software failure, etc. There may be short-term interruptions in the ability to access the Application for reasons not attributable to Pasternak LEGAL.
- 3.18. The Customer declares that all data provided by him, in particular the Application, is and will be true.
- 3.19. Customer will maintain the confidentiality and security of its Customer Account, including its Username and password.
- 3.20. The Customer is obliged to immediately notify Pasternak LEGAL of any unauthorized use of the Customer Account, the Account password, as well as any security breach.
- 3.21. The Customer is obliged to assist Pasternak LEGAL if and in accordance with our request to stop or remedy any security breaches related to his Customer Account.
- 3.22. All obligations and declarations regarding the Client also apply to the User.

#### **4. Access to the Service**

- 4.1. The Application can be used by the Administrator, Users and Registered Customers who have been invited to use the Application.
- 4.2. The application is made available to the Customer/User - free of charge.

- 4.3. In order to use the Application, the Customer should:
  - a. obtain an invitation from the Administrator to use the Application to the indicated e-mail address (at the User's request or as a result of an invitation by the Administrator);
  - b. enter the Application website by clicking on the invitation link - <https://pasternaklegal.amberlo.io/>;
  - c. after being redirected to the Application Website, complete the form by providing your full name and surname, password, and, if necessary, any other information that Amberlo reasonably requests;
  - d. click the login button
- 4.4. The login to the account is the email address to which the User was invited to use the Application, and the password is the password provided by the User.
- 4.5. The application is available at: <https://pasternaklegal.amberlo.io/>
- 4.6. Each User will be assigned a unique identifier enabling access to and use of the Service.
- 4.7. Each Customer may have multiple Application Users.
- 4.8. Pasternak LEGAL may at any time limit or increase the scope of data available in the Application, as well as completely limit or prevent the User's access to it.
- 4.9. All data posted in the Application to which the User has access should be treated as Confidential information and the User, by creating a Customer Account in the Application, declares and confirms that he will treat all Confidential Information as confidential and will not use or disclose such Confidential Information, unless it is necessary for performance of their duties.
- 4.10. Amberlo provides a secure method of authentication and access to the Service, including:
  - a. managing Users' passwords and protecting passwords through the use of code consistent with Good Industry Practices in the field of password management; and
  - b. sending passwords in encrypted format.
- 4.11. Except as provided in Section 4.10, Customer/User will be responsible for protecting the security of Usernames and passwords or any other codes associated with the Service, and for the accuracy and adequacy of the Content.
- 4.12. The Customer/User will implement policies and procedures to prevent unauthorized use of Usernames and passwords and will promptly notify Pasternak LEGAL if it suspects that a Username or password has been lost, stolen, compromised or misused.
- 4.13. Amberlo will always be:
  - a. apply Good Industry Practices in relation to information security and Content processing;
  - b. apply good industry practices to network security techniques, including firewalls, intrusion detection and authentication protocols, vulnerability and patch management;
  - c. ensures that its hosting facilities follow good industry practices for security and privacy;
- 4.14. Amberlo will report to Pasternak LEGAL, with all relevant details (except those that might compromise the security of data transmitted by other customers), of any event that Amberlo reasonably believes has led or may lead to unauthorized access, disclosure, use or corruption of Content ("Security Breach"). Amberlo will make such a report within 48 hours of becoming aware of the Security Breach. The Customer/User will take all actions to prevent the content available in the Application from being made available to third parties.
- 4.15. In the event of a Security Breach of Amberlo / Customer / User
  - a. will cooperate with Pasternak LEGAL to identify the cause of the infringement and identify the Content affected;
  - b. assist and cooperate with Pasternak LEGAL in investigating and preventing recurrence of the Security Breach;
  - c. assist and cooperate with Pasternak LEGAL in any litigation or investigation against third parties that Pasternak LEGAL undertakes to protect the security and integrity of the Content; and
  - d. use reasonable efforts to mitigate any harmful effects of a Security Breach.
- 4.16. The Customer/User authorizes, and Pasternak LEGAL and agrees to cooperate with, any reasonable requests from the Regulatory Authority (and any legal representatives of the Regulatory Authority) for access to the Content relating to the Customer/User.
- 4.17. Each User/Customer using the Application is obliged to comply with these **Application Regulations** and **Amberlo's regulations**.
- 4.18. In order to contact the Administrator regarding the Application, please send inquiries to [biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl) ;

## 5. Use of the Application

- 5.1. The Customer/User is obliged to read the Application Regulations before using the Application.
- 5.2. The Customer/User is obliged to use the Website, Online Store, Application in a manner consistent with the provisions of generally applicable law, the provisions of the Regulations, **General Terms and Conditions** ,

**Application Regulations, Privacy and Cookies Policy and the Amberlo regulations**, which constitute an integral part of the Application Regulations, as well as good practices.

- 5.3. Giving access to the Customer Account by the Customer/User to third parties is prohibited. Public dissemination of content made available via the Application is prohibited.
- 5.4. The Customer/User receives a non-exclusive, non-transferable, limited license to access and use the Application within the scope specified by Pasternak LEGAL.
- 5.5. The Customer/User does not claim any intellectual property rights to the Content.
- 5.6. The Client/User will comply with the Application Regulations and the Amberlo Regulations. The Customer/User is responsible for actions and omissions. Without limiting the generality of the foregoing, Customer/User is responsible for all disclosures of Content resulting from features provided by Users.
- 5.7. Customer/User you may not copy or resell the App Service. Customer/User may not use access to the Application or any part thereof, including any HTML code, cascading style sheet or any visual design elements, for any purpose other than Customer/User's internal operations and the design of the Application Service.
- 5.8. The Customer/User may not modify, reverse engineer, adapt or otherwise manipulate the Application, except as provided by law, or modify another website in order to falsely imply that it is associated with the Application, Pasternak LEGAL, Amberlo or any other website. another service provided by Amberlo or made available by Pasternak LEGAL.
- 5.9. The Customer/User will not use the Application in any way that may infringe Intellectual Property Rights or in any way that is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in breach of the Application Terms and Conditions or the Amberlo Terms and Conditions.
- 5.10. Customer/User will not use the Application to transmit, publish, host or transmit unsolicited bulk emails such as "spam", short text messages "SMS", viruses, self-replicating computer programs "worms" or any code of a destructive nature or malicious nature.
- 5.11. With the exception of the non-exclusive license granted under the Application Regulations or the Amberlo Regulations, the Customer/User acknowledges and agrees that all property, licenses, Intellectual Property Rights and other rights and interests in the Application Service remain the exclusive property of Amberlo, provided that copyrights, intellectual property rights to the content prepared by Pasternak LEGAL, in particular the content of letters and documents, remain the property of Pasternak LEGAL or its affiliates. The Customer/User is not authorized and cannot use the Application in any other way than through the Internet-hosted version implemented by Amberlo.
- 5.12. Pasternak LEGAL or Amberlo reserves the right to take, at any time and in its sole discretion, any action deemed necessary with respect to Content that violates the terms of these Application Terms and Conditions or the Amberlo Terms and Conditions, including removing such Content.
- 5.13. Pasternak LEGAL or Amberlo reserves the right to modify or from time to time modify or discontinue, temporarily or permanently, any functionality related to the Application, with or without notice, except that Amberlo or Pasternak LEGAL will provide the Customer/User with thirty days' notice of any modifications, which significantly limits the functionality of the Service and in such circumstances the Customer/User should resign from using the Application.
- 5.14. Amberlo or Pasternak LEGAL reserves the right to temporarily suspend access to the Application for operational purposes, including maintenance, repairs or installation of updates. Amberlo or Pasternak LEGAL will notify you of such suspension no less than two business days in advance. Such notice may include sending a message through the Service. Amberlo or Pasternak LEGAL has the right to temporarily suspend access to the Application without notice in situations where urgent action is required to protect the Application, if the delay caused by the notification could result in property damage. Amberlo or Pasternak LEGAL will use reasonable efforts to minimize operational suspensions in order to minimize disruptions to the operation of the Application.
- 5.15. The accounting features that are part of the Application are intended to assist legitimate cashiers. They do not constitute a full accounting service and are not intended to meet the requirements of the Regulations regarding accounting packages for entities providing legal services.
- 5.16. Amberlo uses one codebase for all jurisdictions. The Subscriber is obliged, using the settings available within the Application, to configure the Application in terms of its own jurisdiction and check whether the settings meet the Subscriber's requirements.
- 5.17. Customer The User grants Amberlo the right to store and process Confidential Information while Pasternak LEGAL, the User/Customer, uses the Application, solely for the purpose of performing Amberlo's obligations under the Agreement, in accordance with its terms. Pasternak LEGAL is authorized to enter data into the Application.
- 5.18. The Customer declares that all persons who will be Users on behalf of the Customer or will have access to the Application on behalf of the Customer will comply with these Application Regulations,
- 5.19. The Application Service is an Electronic Service provided electronically by Pasternak LEGAL to the Customer.

- 5.20. The Application Service is ordered in the manner described in point. 4.3 of these Application Regulations.
- 5.21. After receiving the link and entering the data described in point 4.3. a Customer Account is automatically created in the Application.
- 5.22. The content of the concluded contract for the provision of the free Application service is recorded, secured and made available to the Customer in the form of recording the Application Regulations on the website of the Website or Online Store or sending the Customer an e-mail.
- 5.23. The Customer/User is enabled to use the Application immediately after creating a Customer Account.
- 5.24. Pasternak LEGAL will enable the Customer/User to use the Application after creating a Customer Account and sending a link enabling the creation of a Customer Account.
- 5.25. In the event of problems that prevent the use of the Application, the Customer/User will notify Pasternak LEGAL. The notification referred to in the preceding sentence may be sent by e-mail to the address indicated **in point 1.4. lit. a of** the Application Regulations.
- 5.26. If Pasternak LEGAL does not enable the use of the Application immediately after receiving the request or within an additional period expressly agreed with the Customer/User, the Customer may withdraw from the Agreement for the provision of the Application. Notwithstanding the above, the Customer may unsubscribe from the Application service at any time. In such a case, Pasternak LEGAL will immediately prevent the Customer/User from using the Application. The Customer/User is obliged to inform Pasternak LEGAL at the e-mail address indicated in point 1.4. lit. a of the Application Regulations about whether the Customer intends to stop using the Application altogether or whether access to the Application is to be disabled or limited to a specific User indicated by the Customer.
- 5.27. Withdrawal from the Agreement for the provision of the Application service requires the Customer/User to submit a declaration of withdrawal to Pasternak LEGAL . The declaration referred to in the preceding sentence may be sent by e-mail to the address indicated in **point 1.4. lit. a of** the Application Regulations.

## 6. Cost, method, date of delivery and receipt of the product

- 6.1. The Application is delivered to the Customer free of charge.
- 6.2. Access to the Application service will be provided immediately, Pasternak LEGAL will make every effort to ensure that this time does not exceed 7 Business Days.

## 7. Complaints

- 7.1. The provisions of this point apply only to:
  - a. Customers who are:
    - o Users or Customers, Buyers, Service Recipients, unless a specific provision of the Regulations applies only to one of these persons, and Consumers or Entrepreneurs with Consumer rights;
  - b. Agreements for the provision of the Customer Account Service, Application;
  - c. Inconsistencies of the Customer Account, Application Service with the Agreement for the provision of the Customer Account, Application.
- 7.2. provided to the Customer by Pasternak LEGAL must be consistent with the Agreement regarding its delivery:
  - a. at the time of its delivery - if the subject of the service is delivered at one time or in parts;
  - b. throughout the entire period of delivery of the given subject of the service - if the subject of the service is provided continuously.
- 7.3. The Customer is entitled to submit a complaint in the event of any reservations as to the quality of the Service provided.
- 7.4. Complaints should be sent via e-mail to: **[biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl)**
- 7.5. The complaint should include:
  - a. name and surname or name of the Customer;
  - b. current address, including e-mail address;
  - c. indication of the subject of the complaint along with a short justification;
  - d. indication of possible requests.
- 7.6. Pasternak LEGAL is liable for the non-compliance of the Digital Goods with the Agreement:
  - a. existing at the time of delivery of the subject of the service and disclosed within 2 (two) years from that moment - if the subject of the service is delivered once or in parts;
  - b. disclosed during the period of delivery of the given subject of the service - if the subject of the service is provided continuously.
- 7.7. In the event of disclosing non-compliance, the Customer may submit a complaint containing a request to bring the subject of the service into compliance with the Agreement regarding its delivery.

- 7.8. Pasternak LEGAL may refuse to bring the subject of the service into compliance with the Agreement regarding its provision if this is impossible or would require Pasternak LEGAL to incur excessive costs. Pasternak LEGAL may decide to cancel the provision of the Customer Account service and make the Application available to the Customer at any time.
- 7.9. Pasternak LEGAL responds to the complaint via e-mail within 14 (fourteen) days from the date of its receipt.
- 7.10. Pasternak LEGAL, in response to the e-mail address provided by the Customer, responds to the subject of the complaint, proposing a possible solution or deciding whether there are no grounds to consider the complaint.
- 7.11. A complaint considered in accordance with the Regulations shall not be subject to further or reconsideration.
- 7.12. After considering the complaint, Pasternak LEGAL provides the Customer with a response to the complaint, in which it may:
  - a. acknowledge the complaint and indicate the planned date for bringing the subject of the service into compliance with the Agreement regarding its delivery;
  - b. refuse to bring the subject of the service into compliance with the Agreement regarding its delivery if it is impossible or would require Pasternak LEGAL to incur excessive costs ;
  - c. reject the complaint due to its groundlessness.
- 7.13. If it is necessary to consider the complaint, Pasternak LEGAL will immediately call on the Customer to complete it, specifying the deadline, not shorter than 7 days, and the scope of this supplementation, with the instruction that failure to complete the complaint within the specified period will result in the complaint being left unrecognized. After the expiry of the deadline, the complaint will not be considered
- 7.14. In particular, the following cannot be the subject of a complaint:
  - a. services provided that are unfavorable for the Client, in the sense that, among others: do not confirm the interpretation of legal provisions suggested by the Client or favorable to him;
  - b. the services provided will be based on false (fictitious) documents indicated or sent by the Client;
  - c. services provided that were based on incomplete factual and legal status and on incomplete documentation indicated or sent by the Client, including those that were not completed by the Client despite Pasternak LEGAL's request;
  - d. Application correctly delivered to the Customer but not used by him
- 7.15. In the event of disclosing Non-Compliance, the Customer may submit to Pasternak LEGAL a declaration of withdrawal from the Agreement when:
  - a. bringing the subject of the service into compliance with the Agreement regarding its provision is impossible or requires excessive costs;
  - b. The Seller has not brought the subject of the service into compliance with the Agreement regarding its delivery;
  - c. The non-conformity persists even though the Seller has tried to bring the subject matter into compliance with the Contract for its supply;
  - d. The inconsistency is so significant that it justifies withdrawal from the Agreement regarding the provision of a given subject of the service without first requesting Pasternak LEGAL to bring the subject of the service into compliance with the Agreement regarding its supply;
  - e. from Pasternak LEGAL's statement or the circumstances that Pasternak LEGAL will not bring the subject of the service into compliance with the Agreement regarding its delivery within a reasonable time or without excessive inconvenience to the Customer.
- 7.16. A declaration of price reduction or withdrawal from the Agreement may be submitted via e-mail to **[biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl)**
- 7.17. The Customer acknowledges that a declaration of price reduction or withdrawal from the Agreement should contain at least:
  - a. Customer's name and surname;
  - b. e-mail address;
  - c. date of delivery of the subject of the service;
  - d. description of the disclosed Nonconformity;
  - e. indication of the reason for submitting the declaration, selected from among the reasons indicated in the paragraphs above;
  - f. a declaration of price reduction, along with an indication of the reduced price, or a declaration of withdrawal from the Agreement.
- 7.18. The Customer may not withdraw from the contract for the provision of the Application if the Non-conformity is immaterial.
- 7.19. If the Customer withdraws from the contract for the provision of the Customer Account Service, Pasternak LEGAL removes the Customer/User's access to the Customer Account immediately after receiving the declaration of withdrawal from the Agreement for the provision of the Customer Account Service.



- 7.20. Pasternak LEGAL informs and the Customer acknowledges that due to the fact that the Application is free of charge for the Customer/User, the Customer cannot submit a declaration regarding a price reduction.
- 7.21. Pursuant to art. 34 section 1a of the Act on Consumer Rights, if the Customer withdraws from the Agreement regarding the supply of the subject of a digital service, the Customer is obliged to stop using this Subject of the digital service and making it available to third parties.
- 7.22. Pasternak LEGAL agrees to submit any disputes arising in connection with concluded contracts to mediation. The details will be determined by the parties to the conflict.
- 7.23. The consumer has the opportunity to use out-of-court methods of dealing with complaints and pursuing claims. Among other things, the Consumer has the opportunity to:
  - a. submitting a request to a permanent consumer arbitration court to resolve a dispute arising from the concluded contract,
  - b. submitting a request to the provincial inspector of the Trade Inspection to initiate mediation proceedings regarding the amicable settlement of the dispute between the Buyer and the Seller,
  - c. using the assistance of a district (municipal) consumer ombudsman or a social organization whose statutory tasks include consumer protection.
- 7.24. Complaints regarding electronic payments must be reported to the Payment System Operator.
- 7.25. The law applicable to legal relations arising from the use of the Service is Polish law.

## 8. Application Information

- 8.1. Pasternak LEGAL will provide the Customer/User with free access to the Application while Pasternak LEGAL uses the application. Pasternak LEGAL may limit, increase or disable the Customer/User's access to the Application at any time, without incurring any consequences.
- 8.2. Pasternak LEGAL will provide the user with support in using the Application.
- 8.3. Support related to the use of the Application is available at: [biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl)
- 8.4. Customer The User guarantees and declares that he has the right to store, process and distribute all content, materials, documents and others that have been provided to Pasternak LEGAL.
- 8.5. Amberlo guarantees that the Content will be encrypted and stored securely, taking into account the state of technological development and the cost of implementing any measures.
- 8.6. Each party agrees to execute this Agreement for the provision of the Application in accordance with applicable law.
- 8.7. The Application may not be compatible with the Client/User's computer and/or other equipment. The application may not be error-free. Pasternak LEGAL disclaims any warranty as to the results that may be obtained from using the Application.
- 8.8. The Application may enable the Customer/User, depending on the scope of the data provided:
  - a. access to selected billing information regarding the Customer, due to the limitations of the Application;
  - b. access to selected reports of activities performed for the Client (time reports);
  - c. access to selected events from the Client's calendar, which may provide information about meeting dates, hearings, activities, tasks and other events relating to the Client;
  - d. documents relating to the Client made available to the Client/User;
  - e. Contracts;
- 8.9. The Customer/User acknowledges that support regarding the use of the Application may be provided to the Customer/User on Business Days from 9 a.m. to 5 p.m.
- 8.10. The Customer/User declares that he/she acknowledges and accepts the fact that Pasternak LEGAL may use various types of integration of the Application with other applications.
- 8.11. The Customer/User may at any time request Pasternak LEGAL to remove access to the Application for a specific person acting on behalf of the Customer to whom access was previously granted. Pasternak LEGAL will take action as quickly as possible to fulfill the Customer's request.

## 9. Intellectual property

- 9.1. The copyrights to the content contained in the Website, Online Store, and many contents made available through the Application are owned by Pasternak LEGAL or its affiliated or cooperating entities. Using this content in violation of these Regulations or copyright law may result in civil or criminal liability. In addition, all intellectual property rights to the Website, Online Store, Digital Content or Products, in particular the text, graphic, multimedia elements as well as software and databases contained therein, are reserved for Pasternak LEGAL or its affiliated or cooperating entities and are reserved on their behalf. Pasternak LEGAL has the rights, among others, to : to make them available, licensed or sold, whether paid or free of charge.

- 9.2. Any use of Pasternak LEGAL intellectual property without authorization resulting from the Regulations or prior, express consent of Pasternak LEGAL is prohibited.

## 10. The right to withdraw from the contract

- 10.1. A Consumer and an Entrepreneur with consumer rights who has concluded a distance contract may withdraw from it within 14 calendar days without giving a reason and without incurring any costs, except for the costs of returning the digital content, unless the Customer has consented to the delivery of the digital content to him before the deadline. to withdraw from the contract.
- 10.2. The right to withdraw from a contract concluded off-premises or remotely is not available to the consumer (Entrepreneur with consumer rights) in relation to contracts:
- for the provision of services for which the consumer is obliged to pay the price, if the entrepreneur has fully performed the service with the express and prior consent of the consumer, who was informed before the provision of services that after the entrepreneur has completed the service, he will lose the right to withdraw from the contract and has acknowledged this ;**
  - in which the subject of the service are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery;
  - for the supply of digital content not delivered on a tangible medium for which the consumer is obliged to pay the price, if the entrepreneur commenced the provision with the express and prior consent of the consumer, who was informed before the commencement of the provision that after the provision of the provision by the entrepreneur he would lose the right to withdraw from the contract, and accepted this is known, and the entrepreneur has provided the consumer with the confirmation referred to in Art. 15 section 1 and 2 or art. 21 section 1;**
- 10.3. To meet the deadline, it is enough to send the declaration before its expiry. A declaration of withdrawal from the contract may be submitted in the following way:
- in writing to the following address: Łukasz Pasternak Kancelaria Adwokacka, Al. J. Piłsudskiego 29, 05-270 Marki correspondence address: ul. Malborska 1/11, 03-286 Warszawa;
  - in electronic form to the e-mail address: email: [biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl) ;
  - Other forms of submitting claims are not permitted.
- 10.4. A sample withdrawal form is included in Annex No. 2 to the Consumer Rights Act and is additionally available in point. 20 of the Regulations and on the website of the Online Store, the website of the Website, the Online Store in the tab regarding withdrawal from the contract. The consumer may use the template form, but this is not obligatory.
- 10.5. The deadline for withdrawal from the contract begins: for a contract under which Pasternak LEGAL issues a Product, a Digital Good being obliged to transfer its ownership (e.g. Sales Agreement) - from the consumer taking possession of the Product or a third party indicated by him, other than carrier, and in the case of a contract that: (1) covers many Products that are delivered separately, in batches or in parts - from taking possession of the last Product, batch or part, or (2) involves regular delivery of Products for a specified period of time - from taking possession of the first Product, and for other contracts - from the date of conclusion of the contract.
- 10.6. In the event of withdrawal from a distance contract, the contract is deemed not to have been concluded.
- 10.7. The Consumer is obliged to immediately, no later than 14 calendar days from the date on which he withdrew from the contract, return the Product to the Seller or hand it over to a person authorized by Pasternak LEGAL to collect it, unless Pasternak LEGAL has offered to collect the Product or Digital Goods himself .
- 10.8. To meet the deadline, it is enough to return the Product before its expiry. The consumer may return the Product to the following address:
- in writing to the following address: Łukasz Pasternak Kancelaria Adwokacka, Al. J. Piłsudskiego 29, 05-270 Marki correspondence address: ul. Malborska 1/11, 03-286 Warszawa;
  - in electronic form to the e-mail address: email: [biuro@pasternaklegal.pl](mailto:biuro@pasternaklegal.pl) ;
  - delete any digital content;
- 10.9. The Consumer is liable for any reduction in the value of the Product resulting from using it in a manner that goes beyond what is necessary to establish the nature, characteristics and functioning of the Product, Digital Goods.
- 10.10. In the case of a Product that is a service, the performance of which - at the express request of the consumer - began before the deadline for withdrawal from the contract, the consumer who exercises the right to withdraw from the contract after submitting such a request is obliged to pay for the services provided until the withdrawal from the contract. The payment amount is calculated in proportion to the scope of the service provided, taking into account the price or remuneration agreed in the contract. If the price or remuneration is excessive, the basis for calculating this amount is the market value of the service provided.
- 10.11. The right to withdraw from a distance contract is not available to the consumer in relation to contracts: for the provision of services, if the Seller has fully performed the service with the express

consent of the consumer, who was informed before the commencement of the service that after the Seller has completed the service, he will lose the right to withdraw from the contract in which the price or remuneration depends on fluctuations in the financial market over which the Seller has no control and which may occur before the deadline for withdrawal from the contract, in addition, in which the subject of the service is a non-prefabricated product, manufactured according to the consumer's specifications or serving to meet his individual needs, in as a result of which the subject of the service is a product that spoils quickly or has a short shelf life, in which the subject of the service is a product delivered in a sealed package which cannot be returned after opening the packaging due to health protection or hygiene reasons, if the packaging was opened after delivery; in which the subject of the service are products which, after delivery, due to their nature, are inseparably connected with other things; in which the consumer expressly requested the Seller to come to him for urgent repair or maintenance; if the Seller additionally provides services other than those requested by the consumer, or provides Products other than spare parts necessary for repair or maintenance. The consumer has the right to withdraw from the contract in relation to additional services or Products in which the subject of the provision are sound or visual recordings or computer programs delivered in a sealed package, if the package was opened after delivery; for the delivery of newspapers, periodicals or magazines, with the exception of subscription contracts; concluded by public auction; for the provision of accommodation services other than for residential purposes, transportation of goods, car rental, catering, services related to recreation, entertainment, sports or cultural events, if the contract specifies the day or period of service provision; for the supply of digital content that is not recorded on a tangible medium, if the performance of the service began with the consumer's express consent before the deadline for withdrawal from the contract and after the Seller informed him about the loss of the right to withdraw from the contract.

## **11. An exchange of information**

- 11.1. The Client may designate persons who, acting on his behalf, may change the scope of the Order, as well as provide Pasternak LEGAL with instructions on his behalf as to how to perform the Order. Until such persons are indicated, it is assumed that every person acting on behalf of the Client, within the Client's organization or its affiliated companies, who is in contact with Pasternak LEGAL, is authorized to perform this type of activities.
- 11.2. The Customer consents to Pasternak LEGAL using electronic means of communication and data storage services, regardless of whether they are provided by third parties, for communication purposes. Pasternak LEGAL is not liable for any damage caused by the use of such means and services.
- 11.3. The Customer indicates that all persons who will have access to the Application and who will be granted access to the Application at the invitation of Pasternak LEGAL will have the authorization granted by the Customer to view all data regarding the Customer. By providing Pasternak LEGAL with the e-mail address to which the invitation to use the Application is to be sent, the Customer confirms that the person to whom access to the Application will be granted has all the necessary authorizations to access it.

## **12. Managed backups and archiving**

- 12.1. Amberlo maintains a managed backup service on servers located within the European Economic Area to facilitate the restoration of Content to the server or device from which the Content originated in the event of loss or corruption of primary data. Amberlo will use such a service to recover lost or damaged Content.

## **13. Responsibility**

- 13.1. as amended) apply to the principles of liability of Pasternak LEGAL, provided that - unless otherwise provided in the Agreement - liability (contractual and tortious) Pasternak LEGAL is limited to the amount of one-time remuneration received for the services from which the damage resulted, with the proviso that Pasternak LEGAL is liable for damage caused by willful misconduct without any limitations. The liability of the Law Firm does not cover lost profits within the meaning of Art. 361 of the Civil Code.
- 13.2. In no case will the amount of Pasternak LEGAL's liability exceed the amount of the guarantee specified in the professional liability insurance contract for the provision of legal advisory services concluded by Pasternak LEGAL.
- 13.3. Pasternak LEGAL is not responsible for the outcome of the case or for achieving a specific result.
- 13.4. Pasternak LEGAL is liable only to the Client who is a party to the Agreement. Unless the Agreement provides otherwise, Pasternak LEGAL shall not be liable to any third parties, including entities related to the Client and belonging to the Client's capital group.
- 13.5. In connection with the provision of services, Pasternak LEGAL may use and make available to clients the possibility of using ICT tools or data processing provided by third parties, including public cloud solutions (e.g. for the purposes of transferring documentation, process automation, translations, document analysis, the so-called virtual

assistants or data rooms ). Pasternak LEGAL is not liable for any damage caused by the use of such tools or their lack of availability, and in particular for providing this data.

- 13.6. Pasternak LEGAL will not be liable under any circumstances for: (a) loss of profits, loss of business, loss of goodwill, loss of savings, third party claims, loss of anticipated savings, business interruption, whether direct or indirect, in any event; or (b) pure economic loss, indirect loss or consequential loss howsoever caused; or (c) punitive or exemplary damages; even if it is caused by negligence and/or breach related to the use of the Application by the party and even if the other party has been advised that such loss is likely to occur.
- 13.7. Pasternak LEGAL will not be liable for any losses or damages incurred by the Customer as a result of receiving or using electronic parcels sent by the Customer. If the Customer makes documents or information available to Pasternak LEGAL via websites or servers (e.g. Dropbox, Google Drive, server provided by the Customer) or the so-called virtual data room , Pasternak LEGAL will not be liable for the Customer's losses or damages arising in connection with the use of these forms of providing Pasternak LEGAL information and documents. Pasternak LEGAL is also not responsible for the data provided to the Customer or data in the Application.
- 13.8. Pasternak LEGAL is not responsible for the actions or omissions of External Advisors referred to in **the General Terms and Conditions** , as well as for legal services provided on the basis of information obtained from them.
- 13.9. The Client is obliged to indemnify Pasternak LEGAL and its partners, lawyers, associates and employees (" **Released Persons** ") from claims of third parties (including the costs of defending against these claims) related to or arising from the execution of the Order, including legal actions performed on behalf and in favor of the Client, unless the claims result from a culpable breach by Pasternak LEGAL or the Released Persons of the terms of the Agreement or these General Terms and Conditions. For the avoidance of doubt, the Client's obligation to release from liability referred to in this point means in particular the obligation to release Pasternak LEGAL, lawyers performing the order for the Client on behalf of Pasternak LEGAL and the Released Persons from the obligation to provide and to ensure that the creditor does not will demand such performance from Pasternak LEGAL and the Released Persons.
- 13.10. Pasternak LEGAL shall not be liable for failure to perform any obligation under this Agreement if such failure is caused by the occurrence of any situation beyond Pasternak LEGAL's control (a " **Force Majeure Event** ").

## 14. Data protection

- 14.1. The administrator of personal data is Pasternak LEGAL.
- 14.2. The data processor is Amberlo. The policy regarding the processing of personal data by Amberlo is available at - <https://www.amberlo.io/privacy-policy/>.
- 14.3. Information about the processing of personal data by Pasternak LEGAL can be found **in the Privacy and Cookies Policy available at: [LINK](#)**

## 15. Final Provisions

- 15.1. Agreements concluded by Pasternak LEGAL with the Customer/User are concluded in Polish.
- 15.2. The Website or Online Store, the Application and all content contained therein are subject to legal protection and are subject to copyright.
- 15.3. Pursuant to Art. 558 § 1 of the Civil Code, the Seller's liability under the warranty for the Product towards the Customer who is not a consumer is excluded.
- 15.4. In the case of Customers who are not consumers, the Service Provider may terminate the contract for the provision of Electronic services with immediate effect and without indicating reasons by sending an appropriate statement to the Customer.
- 15.5. Pasternak LEGAL's liability towards the Service Recipient/Customer who is not a consumer, regardless of its legal basis, is limited - both as part of a single claim and for all claims in total - to the amount of the price paid and delivery costs under the concluded Agreement, no more however, not up to the amount of one thousand zlotys, unless the value of the purchased Product or Digital Goods was higher, then its maximum amount is one month's remuneration obtained from the Customer.
- 15.6. Pasternak LEGAL is liable to the Service Recipient/Customer who is not a consumer only for typical damages foreseeable at the time of concluding the contract and is not liable for lost profits to the Service Recipient/Customer who is not a consumer.
- 15.7. In matters not regulated in these regulations, the provisions of law in force in the territory of the Republic of Poland shall apply, in particular:
  - a. Act of April 23, 1964, Civil Code; Act of 18 July 2002 on the provision of electronic services; Consumer Rights Act;

- 15.8. Pasternak LEGAL reserves the right to change these Regulations at any time. Changes to the Regulations are effective from the moment they are clearly indicated and posted on the Pasternak LEGAL website or sent to the Customer's e-mail address.
- 15.9. After information about changes to the Regulations appears on the website [www.pasternaklegal.pl](http://www.pasternaklegal.pl) or in other places designated for this purpose on the Website or Online Store, the Customer/User should immediately familiarize themselves with the changes, as the lack of objection after its announcement within 14 days **constitutes** unconditional acceptance of the new content of the Regulations by the User/Customer. The amended Regulations are binding on the Parties if the Customer does not terminate the Agreement within 14 days of making the changes to the Regulations available to the Customer.
- 15.10. In the event of concluding contracts of a different nature than continuous contracts on the basis of these Regulations (e.g. Sales Agreement), the amendments to the Regulations will not in any way violate the rights acquired by Customers who are consumers before the date of entry into force of the amendments to the Regulations, in particular, changes to the Regulations will not affect Orders already placed or submitted and concluded, implemented or completed Agreements.
- 15.11. In the event of concluding continuous contracts on the basis of these Regulations (e.g. provision of Electronic Services - Account), the amended Regulations are binding on the Customer if the requirements specified in Art. 384 and 384[1] of the Civil Code, i.e. the Customer was properly notified about the changes and did not terminate the contract within 14 calendar days from the date of notification. If a change to the Regulations results in the introduction of any new fees or an increase in existing ones, the Customer who is a consumer has the right to withdraw from the contract.
- 15.12. Upon acceptance of the regulations, the Customer is obliged to comply with their provisions in the version in force on the day the inquiry was sent.
- 15.13. In the event of any inconsistency between the provisions of these Regulations and the provisions of generally applicable law, the provisions of generally applicable law shall prevail. Any doubts that may arise should be explained to the benefit of the consumer.
- 15.14. Pasternak LEGAL is guided by the Code of Ethics for Attorneys, available at the following link: **Code of Ethics**
- 15.15. The settlement of any disputes arising between Pasternak LEGAL and the Customer who is a consumer shall be submitted to the competent courts in accordance with the provisions of the relevant provisions of the Code of Civil Procedure.
- 15.16. The settlement of any disputes arising between Pasternak LEGAL and a Customer who is not a consumer shall be submitted to the court having jurisdiction over the registered office of Pasternak LEGAL.
- 15.17. The Customer has the right to obtain free access to the Regulations at any time via the website [www.pasternaklegal.pl](http://www.pasternaklegal.pl), in a way that allows it to be downloaded, saved and printed.
- 15.18. In the event of discrepancies between the Regulations and the detailed Agreement concluded with the Customer, the provisions of the Agreement always prevail.
- 15.19. The Regulations in the wording before the change are subject to archiving. All archived versions of the regulations are available for download in .pdf format - links can be found below the regulations.
- 15.20. Information on the processing of personal data is an integral part of these Regulations and is indicated in point 16 of the Regulations.

**The Regulations are valid from September 13, 2023.**

**- download the document in PDF format**

## 16. Sample withdrawal form

Sample withdrawal form (this form should be completed and returned only if you wish to withdraw from the contract)

.....  
Full company name / Name and surname,

.....  
city and date

.....  
Address

**Down:**

**Lukasz Pasternak**

*running a business under a company name*

**Lukasz Pasternak Law Firm**

street Malborska 1/11, 03-286 Warsaw

### DECLARATION OF WITHDRAWAL FROM THE CONTRACT

I declare that I withdraw from the Agreement concluded on ..... with Lukasz Pasternak Kancelaria  
Adwokacka, the subject of which was .....

.....  
date, stamp and legible signature of the person authorized to represent the Client

## 17. Information Clause

The GDPR Information Clause is available at the following [link](#).