

STATUTE
WEBSITE, ONLINE STORE, NEWSLETTER, LEAD MAGNET PASTERNAK
LEGAL

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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 (hereinafter referred to as the "**Regulations** ") define the terms and conditions of use of the website operating at www.pasternaklegal.pl, the online store operating at www.pasternaklegal.pl, the principles of free initial verifications to the extent indicated in the 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 Warszawa, NIP: 1251620309 , REGON: 14658219, email: 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. The owner of the Website and the Online Store located at www.pasternaklegal.pl, the entity providing legal services as part of online consultations as well as free initial verifications, as well as the Seller in the online store and the entity providing electronic services is Łukasz Pasternak, running a business under the name Łukasz Pasternak Law Firm, Al. J. Piłsudskiego 29, 05-270 Marki, correspondence address: ul. Malborska 1/11, 03-286 Warsaw, NIP: 1251620309 , REGON: 14658219, email: biuro@pasternaklegal.pl, tel. +48 22 718 32 70, + 48 510-328-596;
- 1.5. You can contact Pasternak LEGAL at any time:
 - a. by sending a message to the email address: 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.;
- 1.6. Before using the Website, Store or the services of Pasternak LEGAL, the Customer 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 Regulations. By starting to use the Website or Service, the User/Customer declares that he or she has read these Regulations, privacy and cookies policy, online consultation regulations and declares that he or she undertakes to comply with its provisions, which can be confirmed by sending the form, downloading materials, contacting for an online consultation or free initial verification.

2. Definitions

2.1. The words used in these Regulations written with a capital letter have the following meanings:

1. **Application** – application or applications, in particular software used by Pasternak LEGAL, which may be made available to the Client, in particular for the purpose of obtaining information about the matters conducted for him and the services provided;
2. **Mobile Application** – application or applications, in particular software used by Pasternak LEGAL, which may enable the use of some functions of the Application on mobile devices;
3. **Free initial verification** – service described in point 6 of these Regulations;
4. **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** " ;
5. **Working Day** - a day that is not Saturday, Sunday or another non-working day within the meaning of the Act of January 18, 1951 on non-working days;
6. **Pasternak LEGAL contact form** - a form in which Users/Customers of the Website or Online Store operating at www.pasternaklegal.pl post the necessary information and data in order to perform the service/implement the submitted application, subscribe to the Newsletter, or use Pasternak LEGAL services or may download appropriate materials, Products, Digital Goods;
7. **Order Form** - Electronic Service, an interactive form available in the Online Store enabling placing an Order, in particular by adding Products, Digital Goods to the electronic basket and specifying the terms of the Sales Agreement, including the method of delivery and payment;
8. **Registration Form** – a form available in the Online Store enabling the creation of an Account;
9. **License** – the term specified in point 10 of these Regulations;
10. **Buyer's License** - the deadline specified in point 14.15 et seq. of these Regulations;
11. **Kancelaria or Pasternak LEGAL** - Łukasz Pasternak running a business under the name Łukasz Pasternak Kancelaria Adwokacka, Al. J. Piłsudskiego 29, 05-270 Marki correspondence address: street Malborska 1/11, 03-286 Warsaw, NIP: 1251620309 , REGON: 14658219, email: biuro@pasternaklegal.pl, tel. +48 22 718 32 70, + 48 510-328-596 ;
12. **Customer** – User or Buyer or Service Recipient;
13. **Civil Code** - Act of April 23, 1964, Civil Code, also referred to as the " **CC** " ;

14. **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**" ;
15. **Account** - Electronic Service, marked with an individual name (login) and password provided by the Service Recipient, a set of resources in the Pasternak LEGAL IT system, which collects data provided by the Customer/User and information about the Orders placed by him in the Online Store, Website and includes a panel enabling the use of the functionality of the Online Store and Website;
16. **Customer Account** - Electronic Service, marked with an individual name (login) and password provided by the Customer/User, a set of resources in the Pasternak LEGAL IT system , in which data regarding the Customer is collected in the Application or Mobile Application, in particular in the scope of matters conducted for him, services provided;
17. **Buyer or Service Recipient** - a person who is a Consumer, Entrepreneur or Entrepreneur with Consumer rights who has concluded an Agreement with the Seller for the supply of a Digital Good, Product, service, provision or legal service or has taken steps to conclude such an agreement;
18. **Materials** – digital content made available to the User/Customer by Pasternak LEGAL in exchange for signing up to the Newsletter subscriber list; the type and content of the Materials results from the description on the Website or Online Store,
19. **Newsletter** - Electronic service provided by Pasternak LEGAL via e-mail, which enables all Customers using it to automatically receive commercial and marketing information from Pasternak LEGAL (which may constitute the use of telecommunications terminal devices for direct marketing purposes), in particular containing information about new products, promotions, Products or services of Pasternak LEGAL, sent electronically to the e-mail address provided by the Customer in the Form. The customer may cancel at any time.
20. **Opinion** - Opinion of the Customer/User about the service, Product or Digital Good, free material or other benefit or service purchased by Pasternak LEGAL , expressed by assigning the above-mentioned points on a scale specified by Pasternak LEGAL or by describing experiences related to the above;
21. **Privacy and Cookies Policy** - a document containing information on the processing of Customers' personal data by Pasternak LEGAL and regulating the cookie policy
22. **Product** - Digital Goods, Materials that are or may be the subject of a sales contract or other contract concluded between the Customer and Pasternak LEGAL or a service provided by Pasternak LEGAL to the Customer that is the subject of a contract for a fee using the Online Store or Website or another product, service or service offered by Pasternak LEGAL in any other way or form ;
23. **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.
24. **Regulations** - these Regulations;
25. **Consumer Rights Act** - Act of May 30, 2014 on consumer rights;
26. **Act on the provision of services by electronic means** - Act of 18 July 2002 on the provision of services by electronic means;
27. **Seller or Service Provider** - 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, tel. +48 22 718 32 70, + 48 510-328-596 ;
28. **Store** – Online Store located at the following address: www.pasternaklegal.pl and all websites operating within the indicated domain ;
29. **Website** – Internet Website located at the Internet address: www.pasternaklegal.pl and all websites operating within the indicated domain ;
30. **Online Training** - Digital goods containing audio and video recordings or audio related to a specific issue, offered for paid purchase by the Customer from Pasternak LEGAL.
31. **Digital Goods** - digital content within the meaning of the provisions of the Consumer Rights Act, which may be obtained or purchased by the Customer also for a fee, in particular a document, e-book, online training, podcast, recording or other, Materials;
32. **Agreement for the provision of legal services** - an Agreement concluded between Pasternak LEGAL and the Client, the subject of which is the provision of paid legal services, in particular the online legal

consultation service, provided on the terms described in these Regulations, the Online Consultation Regulations and the General Terms and Conditions for the Provision of Legal Services or a separate Agreement, provided that the Parties reserve that in the event of concluding a separate agreement for the provision of legal services, the provisions of the concluded Agreement for the provision of legal services shall prevail, and the regulations contained in these Regulations may constitute the General Terms and Conditions of Agreements, and in the event of any contradiction, the regulations contained in the agreement concluded with Customer;

33. **Sales Agreement** - a Product sales agreement concluded or concluded between the Customer and Pasternak LEGAL, in particular via the Online Store or the Website, and in particular an agreement for the supply of digital content within the meaning of the provisions of the Consumer Rights Act, under which Pasternak LEGAL undertakes to deliver the Digital Goods to the Buyer, Product and the Customer undertakes to pay the Parsnip LEGAL price;
34. **Electronic Service** - a service provided electronically by Pasternak LEGAL to the Customer via the Online Store or Website;
35. **User** – Any person using the Website, Online Store or Pasternak LEGAL services;
36. **Order** - Declaration of will submitted by the Customer using the order form, aimed directly at concluding a contract for the sale of a Digital Good, Product or purchase of a service, or concluding another contract with Pasternak LEGAL;
37. **GTC** – General terms and conditions for the provision of legal services by Pasternak LEGAL - available at [the link](#) ;

3. Technical Requirements

Service and Online Store

- 3.1. 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 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 the formats .pdf, .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;
- 3.2. If you wish **to use all functionalities of the Online Store**, it may be necessary to create an Account.
- 3.3. In order to use **the Application or Mobile Application**, it is also necessary to create a Customer Account.
- 3.4. 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.
- 3.5. If the use of Digital Goods, Products, Materials requires meeting additional technical requirements, such information is presented on the Website or Online Store in a way that is visible to the Customer/User and allows him to make a decision regarding the order indicated above.

Provisions Common to the Website, Online Store, Application, Mobile Application and Online Consultation

- 3.6. The Website and the Online Store, Application and Mobile Application have been adapted to work properly in 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.
- 3.7. The Customer may not use the Website or Online Store, Application or Mobile Application, Online Consultation for illegal purposes. It is prohibited to use the Website and the Online Store, Application or Mobile Application,

Online Consultations in an unlawful manner, in particular by sending such content via forms operating within the Website or Online Store, Application or Mobile Application, creating comments or opinions that violate applicable laws or may violate them, as well as false opinions or comments, it is prohibited to use Pasternak LEGAL services for illegal purposes, also on this website and online store.

- 3.8. Customers 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).
- 3.9. 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. .
- 3.10. Pasternak LEGAL informs that despite the use of the security measures referred to in point. 3.8. above, the use of the Internet and services provided electronically may be at risk of malicious software getting into 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.
- 3.11. 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 Website or Online Store, Application or Mobile Application.
- 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. Pasternak LEGAL is not responsible for the lack of access or disrupted access to Digital Goods, Products and other materials posted on the Website or Online Store, Application or Mobile Application or 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, which are independent of Pasternak LEGAL, and the use of external applications, 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, Application or Mobile 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 of the Website or Online Store, Application or Mobile Application.
- 3.16. Pasternak LEGAL reserves that the functionalities of the Website or Online Store, Application or Mobile Application, Digital Goods, Products or services provided using telecommunications devices may be available using telecommunications data transmission or mobile network transmission, during which uncontrollable situations may occur. Pasternak LEGAL, objective circumstances and factors affecting 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.;
- 3.17. There may be short-term interruptions in the ability to access the Website or Online Store, Application or Mobile Application, Digital Goods, Products or services provided using telecommunications devices, caused by necessary maintenance and/or technical work. In the event of interruptions in access that last longer due to a failure, Pasternak LEGAL will make every effort to remove the failure as soon as possible.
- 3.18. The Customer declares that all data provided by him, in particular on the Website and Online Store, is and will be true.
- 3.19. Customer will maintain the confidentiality and security of its Account, Customer Account, including username and password.
- 3.20. The Customer is obliged to immediately notify Pasternak LEGAL of any unauthorized use of the Account, the Customer Account, the password to the Account, the Customer Account or the service provided through it, as well as any breach of security regarding the Account, the password to the Account or the service provided through it.
- 3.21. The Customer shall assist Pasternak LEGAL if and in accordance with our request to stop or remedy any security breaches related to his or the Customer's Account.
- 3.22. The Website, Online Store, Applications and Services are used via the Internet, which involves risks when using this network.

4. Rules of Use of the Website/Online Store

- 4.1. The Customer is obliged to read the Regulations before using the Website or Online Store.
- 4.2. The Customer is obliged to use the Website and Online Store in a manner consistent with the provisions of generally applicable law, the provisions of the **Regulations , General Terms and Conditions , Application Regulations and the Privacy and Cookies Policy** , which constitute an integral part of the Regulations and also with good practices.
- 4.3. Providing illegal content by the Customer is prohibited.
- 4.4. The prices of Products and Digital Goods available in the Online Store are expressed in Polish zlotys (PLN) and constitute gross value (including all mandatory price components, including applicable VAT). About the total price of the Product, Digital Good that is the subject of the Sales Agreement, or the subject of another agreement or agreement between the Customer and Pasternak LEGAL, as well as about delivery costs (including fees for transport, delivery and postal services) and other costs, and when it is not possible to determine the amount of these fees - the Customer is informed about the obligation to pay them on the Online Store's website when placing the Order, including when the Customer expresses the will to be bound by a sales and service contract.
- 4.5. The Customer authorizes Pasternak LEGAL to issue a VAT invoice without the Customer's signature and agrees to receive e-invoices from the date of conclusion of this Agreement to the e-mail address indicated by customers.
- 4.6. Pasternak LEGAL takes steps to ensure that the Digital Goods and Products available in the Online Store and Website are consistent with the legal status at the time of their purchase, and that the free products available on the Website or Online Store are consistent with the legal status at the time of their availability. Notwithstanding the above, the Customer acknowledges that:
 - a. Pasternak LEGAL is not obliged to update Digital Goods or Products after their purchase by the Customer;
 - b. unintentional inaccuracies may accidentally appear in the Digital Goods, Products;
 - c. Pasternak LEGAL is not obliged to update products made available free of charge after they are made available on the Website, Online Store, and Pasternak LEGAL tries to indicate on the Website, Online Store or in the material provided the date of making the product available, indicating the current legal status at the time of its availability;
 - d. Pasternak LEGAL is not obliged to inform the Customer about changes in the legal status affecting the purchased Digital Goods or Product, material or other service;
 - e. Pasternak LEGAL, under the concluded Digital Goods and Product Sales Agreement, does not provide additional legal advice, interpretation advice or advice on the completion of sold downloaded Digital Goods, Products, materials and content, as well as free content, unless a separate Agreement is concluded in this respect. with Pasternak LEGAL;
 - f. Digital Goods may accidentally contain provisions that raise interpretation doubts, which is a natural element of the practice of applying law;
 - g. Goods , Products that are draft legal documents constitute document templates and a basis for the Customer's own preparation of the final documentation, it does not take into account the individual circumstances of the Customer's case;
 - h. Digital Goods, Products, including training materials, do not replace individual legal advice and may be treated as a kind of general information, not taking into account the circumstances of the Client's individual case, and therefore cannot replace individual advice from a specialist who will perform a detailed verification of the facts of the case;
- 4.7. To conclude an Agreement for the delivery of a Digital Good or Product, it is necessary for the Customer to place an Order using the Order Form in the Online Store in accordance with point 7 of these Regulations or to conclude an Agreement for the provision of an Account Service and complete the Order Form prior or simultaneously.
- 4.8. The Customer is prohibited from using Digital Content, Products posted on the Website or Online Store for the purposes of paid activities performed by the Customer to third parties, in particular the provision of paid services. It is also prohibited to make the Products and Digital Goods available in the Store or Website available by the Customer to third parties, free of charge or for a fee, to third parties who have not purchased them.
- 4.9. It is prohibited to use the Products, Digital Content in a way that violates copyrights, in particular by removing Pasternak LEGAL graphic signs, author's markings or the place of downloading the Digital Content, Products from the Website or Online Store, with reservations and exceptions contained in these Regulations, in particular regarding granting paid license.
- 4.10. To avoid any doubts, the Customer acknowledges and accepts the fact that the Customer's failure to use the purchased Digital Goods, Product despite being able to use it, does not entitle the Customer to demand a refund of the price of the given Digital Goods, Product from Pasternak LEGAL.

5. Online consultations

- 5.1. Detailed rules for the provision of Online Consultation services and the General Terms and Conditions for the Provision of Legal Services are included in the detailed Regulations available at this address: [LINK](#)

- 5.2. In the event of providing the Online Consultation service or providing legal services by Pasternak LEGAL to the Client, the Client is obliged to read the **Regulations , General Terms and Conditions , Application Regulations and the Privacy and Cookies Policy before starting the service** , and by starting to provide the service, he/she confirms that he/she accepts these Regulations, **Regulations , General Terms and Conditions , Application Regulations and Privacy and Cookies Policy** . specified by Pasternak LEGAL.
- 5.3. Pasternak LEGAL reserves that a separate agreement concluded between the Client and Pasternak LEGAL may regulate differently the principles of cooperation between the Parties, and in particular the principles of providing legal services by Pasternak LEGAL to the Client. In the event of any conflict between the regulations described in section 5.2 above and the detailed agreement described in this point, priority will always be given to the applicable cooperation agreement concluded with the Client.

6. Free pre-verification

- 6.1. You can apply for a free initial verification via the Contact Form.
- 6.2. Pasternak LEGAL provides Users/Customers with free access to the Pasternak LEGAL Contact Form.
- 6.3. The Pasternak LEGAL contact form is used only for correspondence related to the activities of Pasternak LEGAL, within the thematic scope specified therein. The Customer is obliged to use the Pasternak LEGAL Contact Form in accordance with the law, the provisions of these Regulations and good practices.
- 6.4. The contact form cannot be used for: correspondence regarding specific matters and proceedings conducted by Pasternak LEGAL (initiated or completed), for submitting complaints, petitions, offers, as well as requests for information under the Act on access to public information and questions in within the meaning of the Press Law.
- 6.5. Access to the Pasternak LEGAL Contact Form is not dependent on the Customer fulfilling any formalities, in particular, this access does not require the User to register or log in.
- 6.6. The free initial verification service consists in a preliminary and not in-depth analysis of the case reported by the Client via the Contact Form regarding:
 - a. **free initial trademark verification** - free initial trademark verification is limited only to a cursory search for identical marks in Poland, which is insufficient in the trademark registration procedure. Due to the many steps that must be taken when assessing the registrability of a trademark, such a verification procedure is not sufficient to answer the question regarding the registrability of the trademark proposed by the Client. During the free verification, the Client generally presents only the name or logo, and only these may constitute an initial element of comparison for identical marks, which in the trademark registration procedure, as well as determining whether identical or similar marks have been registered, may prove to be insufficient. This verification does not and cannot constitute advice or any legal consultation due to the lack of detailed data enabling the provision of binding legal information. Binding consultation/information/legal advice in the field of in-depth legal analysis requires a separate order and the submission of detailed information, which is generally provided after establishing cooperation on the terms agreed between Pasternak LEGAL and the Client. The purpose of the free verification is to determine whether Pasternak LEGAL can undertake possible cooperation with the Client on the terms described in a separate Agreement concluded between the Client and Pasternak LEGAL;
 - b. **free preliminary analysis regarding a loan agreement in Swiss francs or Polish zloty** - free preliminary analysis regarding a loan agreement in Swiss francs consists in a preliminary and legally non-binding verification whether the agreement provided by the Client contains prohibited clauses, provided that this verification does not and cannot constitute advice or any legal consultation due to the lack of detailed data enabling the provision of binding legal information. Binding legal information regarding an in-depth legal analysis requires a separate order and the submission of detailed information, which may be provided after establishing cooperation on the terms agreed between Pasternak LEGAL and the Client/User. The purpose of the free verification is to determine whether Pasternak LEGAL can undertake possible cooperation with the Client on the terms described in a separate Agreement concluded between the Client and Pasternak LEGAL;
 - c. **free preliminary analysis regarding consumer bankruptcy** - consists in determining whether Pasternak LEGAL can undertake possible cooperation with the Client on the terms described in a separate Agreement concluded between the Client and Pasternak LEGAL . This verification does not and cannot constitute advice or any legal consultation due to the lack of detailed data enabling the provision of binding legal information. Binding consultation/information/legal advice in the field of in-depth legal analysis requires a separate order and the submission of detailed information, which is generally provided after establishing cooperation on the terms agreed between Pasternak LEGAL and the Client/User. The purpose of the free verification is to determine whether Pasternak LEGAL can undertake possible cooperation with the Client on the terms described in a separate Agreement concluded between the Client and Pasternak LEGAL .

- 6.7. Pasternak LEGAL takes actions based on very concise facts, which in certain situations may not be sufficient to assess the specific facts of the case, which may involve the need to obtain more information or a detailed exploration of a given issue, which will be possible during a paid consultation. legal. The initial verification is aimed at a very preliminary verification of the issue described in section 6.6. above, however, it cannot replace in-depth legal verification in a given case. Notwithstanding the above, the Customer acknowledges that:
- a. initial verification is often insufficient. Only a comprehensive examination of the factual and legal status of a given case can constitute a reliable assessment of the client's factual status, which is not possible during a free initial verification;
 - b. the initial verification is aimed at determining whether the case referred to by the Client can be accepted by Pasternak LEGAL for further processing as part of the conclusion of a detailed contract for the provision of legal services;
 - c. does not constitute advice, legal or other similar information;
- 6.8. Pasternak LEGAL is not responsible for the Customer's decisions made based on information obtained as a result of using information obtained after completing the Pasternak LEGAL contact form - in connection with the free verifications or consultations referred to above due to the fact that these verifications cannot replace individual legal advice.
- 6.9. Pasternak LEGAL is not responsible for the lack of availability of the contact form resulting from reasons beyond Pasternak LEGAL's control or other technical reasons related to the functioning of the IT system and the Pasternak LEGAL website.
- 6.10. Pasternak LEGAL reserves the right to completely discontinue offering this service at any time, without giving reasons.
- 6.11. Pasternak LEGAL reserves the right to refuse to conduct a consultation without giving a reason.
- 6.12. In order to use the Pasternak LEGAL Contact Form, the Customer performs the following activities:
- a. completing the Contact Form by providing the following data and information:
name, e-mail address, telephone number, message content;
 - b. The customer may attach a contract that will be anonymized by him;
 - c. Confirmation by the Client that he has read the content of the Regulations, the Consultation Regulations, the legal consultation regulations and that he accepts all its provisions;
 - d. Customer confirmation that he consents to the processing of personal data in order to prepare and provide answers to the question(s) asked and their archiving;
 - e. confirmation of the desire to contact us by clicking on the link contained in the Contact Form "Send a message", "Subscribe" or another similar one. Contact may be made in any form, e.g. text message, telephone, email or other.
- 6.13. The Customer undertakes not to provide false personal data, not to provide personal data of another person without that person's permission and not to provide an e-mail address or telephone number that he or she does not own. The customer is solely responsible for the content of the data provided, including liability for any violation of third party rights.
- 6.14. The Customer undertakes to familiarize himself with changes to these Regulations. A customer using the Pasternak LEGAL Contact Form for free verification and consultation described in the Definitions is entitled to **a one-time free telephone consultation lasting no longer than 15 minutes - regarding free initial verification in the scope described above** . The exception are passwords occasionally made public by Pasternak LEGAL, which, when provided in the form, entitles you to extend the duration of the telephone consultation to 30 minutes.
- 6.15. If a User who has already used it in the past signs up for a free consultation again, Pasternak LEGAL reserves the right not to conduct the free consultation.
- 6.16. Each Customer is obliged, upon taking steps to use the service, to comply with the provisions of these Regulations.
- 6.17. Before using the Website, Online Store and using the Service, each Customer should read these Regulations carefully. By starting to use the Website, Online Store or service, the Customer declares that he has read these Regulations and declares that he undertakes to comply with their provisions. Submitting an inquiry in any form constitutes acceptance of the Regulations.

7. Agreement for the provision of digital services

- 7.1. The following Electronic Services are available in the Online Store and Website: Account, Order Form and Newsletter. **Electronic Service** is a service provided electronically by Pasternak LEGAL to the Customer via the Online Store or Website.
- 7.2. The conclusion of the Product Sales Agreement, Digital Goods, between the Customer and Pasternak LEGAL takes place after the Customer places an Order using the Order Form in the Online Store or Website in accordance with point 7.4. below these Regulations.
- 7.3. In order to conclude an Agreement for the delivery of Digital Goods, the Customer may make a purchase via the Order Form or using the Account.
- 7.4. In order to conclude an Agreement for the delivery of a Digital Good or Product using the Order Form, the Customer should perform the following actions:
 - a. visit the website of the Online Store, Website;
 - b. go to the tab of the selected Digital Goods, Product and add it to the cart;
 - c. enter the basket (order form - basket field) and proceed to payment;
 - d. In the Order Form, the Customer must provide the following data:
 - o First name and last name;
 - o e-mail address;
 - o Phone number;
 - o address of residence/business (street, house number, apartment number, city, postal code, country);
 - o optionally - company name and NIP (if the Buyer is an Entrepreneur or an Entrepreneur with Consumer rights), in the case of Customers who are not consumers, it is also necessary to provide the company name and NIP number if the purchase is made as part of a business activity;
 - o data regarding the Sales Agreement: specification of the Product(s), quantity;
 - o place and method of delivery of the Product(s);
 - o payment method.
- 7.5. In order to conclude an Agreement for the delivery of a Digital Good or Product using the Account, the Buyer should perform the following actions:
 - a. visit the website of the Online Store;
 - b. go to the tab of the selected Digital Goods and add it to the cart;
 - c. enter the cart and proceed to payment;
 - d. enter or select the following data in the displayed form:
 - o First name and last name;
 - o e-mail address;
 - o Phone number;
 - o address of residence/business (street, house number, apartment number, city, postal code, country);
 - o optionally - company name and NIP (if the Buyer is an Entrepreneur or an Entrepreneur with Consumer rights), in the case of Customers who are not consumers, it is also necessary to provide the company name and NIP number if the purchase is made as part of a business activity;
 - o data regarding the Sales Agreement: specification of the Product(s), quantity,
 - o place and method of delivery of the Product(s),
 - o payment method.
- 7.6. Both in the case of purchasing a Product or a Digital Good by the Customer via the Account or the Order Form, the Customer must tick **the checkbox** when declaring that he/she has read the Regulations and the Privacy Policy and accepts their provisions;
- 7.7. Both in the case of purchasing a Product or Digital Good by the Customer via the Account or the Order Form, the Customer must tick **the checkbox** next to the declaration of consent to the delivery of the Digital Good or Product by Pasternak LEGAL before the deadline for withdrawal from the Agreement for the supply of Digital Goods expires. , Product;
- 7.8. Both in the case of purchasing a Product, Digital Goods by the Customer via the Account and the Order Form, the Customer must click the **"I order with the obligation to pay" option** and then pay for the Digital Goods, Product in accordance with the selected payment method.
- 7.9. **"I order with the obligation to pay"** option, the Customer is tantamount to concluding an agreement for the delivery of the Digital Goods or Product.

- 7.10. The price for the Digital Goods, Product may be paid by the Customer:
- by transfer or card using the Przelewy24 payment system;
 - BLIK code;
 - by transfer to the Seller's bank account;
- 7.11. Electronic payments and payment card payments via the Przelewy24 website - possible current payment methods are specified on the website of the Online Store, the Website in the information tab regarding payment methods and on the website - <https://www.przelewy24.pl>
- 7.12. Settlement of transactions with electronic payments and payment cards is carried out in accordance with the Customer's choice via the Przelewy24 website. Electronic and payment card payments are handled by:
- PayPro Spółka Akcyjna – based in Poznań at ul. Pastelowa 8, 60-198 Poznań, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Poznań Nowe Miasto and Wilda, 8th Commercial Division of the National Court Register under KRS number 0000347935, NIP number 7792369887, REGON number 301345068, with a share capital of PLN 5,476,300.00, in full paid, entered into the register of national payment institutions kept by the Supervisory Commission Financial under the entity number in the Polish Financial Supervision Authority IP24/2014, as a national payment institution .
- 7.13. After placing the Order, Pasternak LEGAL immediately confirms its receipt and simultaneously accepts the Order for execution. Confirmation of receipt of the Order and its acceptance for execution takes place by Pasternak LEGAL sending the Customer an appropriate e-mail to the Customer's e-mail address provided when placing the Order, which contains at least Pasternak LEGAL's declarations on the receipt of the Order and its acceptance for execution as well as confirmation of the conclusion of the Agreement. Sales.
- 7.14. The content of the concluded Sales Agreement is recorded, secured and made available to the Customer by making these Regulations available on the website of the Online Store, Website and sending the Customer an e-mail.
- 7.15. The Digital Goods or Product are delivered to the Customer immediately after concluding the Agreement for the delivery of the Digital Goods or Product.
- 7.16. Pasternak LEGAL delivers the Digital Goods, Product to the Customer by sending to the e-mail address provided by the Customer a link enabling downloading the Digital Goods, Product and saving it on the Customer's device. The Customer may make **a maximum of 3 (three) downloads** of the Digital Goods using the link referred to in the preceding sentence, subject to the second sentence. If the subject of the Agreement for the supply of Digital Goods, Product (sales contract) is material constituting Online Training, Pasternak LEGAL provides the Customer with Digital Goods constituting Online Training by sending to the e-mail address provided by the Customer a link enabling playback of the Online Training on the Customer's device, without specifying download limit for this Online Training.
- 7.17. Pasternak LEGAL informs and the Customer acknowledges that the Digital Goods or Product is not subject to update.
- 7.18. In the event of failure to deliver the Digital Goods, the Product within the time specified in point 7.15. above, the Customer calls on Pasternak LEGAL to deliver it. The request referred to in the preceding sentence may be sent by e-mail to the address indicated **in point 1.5. lit. a** of the Regulations. If Pasternak LEGAL does not deliver the Digital Goods immediately after receiving the request or within an additional deadline expressly agreed with the Customer, the Customer may withdraw from the Agreement for the delivery of the Digital Goods or Product.
- 7.19. Withdrawal from the Agreement for the supply of Digital Goods or Products requires the Customer to submit to Pasternak LEGAL a declaration of withdrawal. The declaration referred to in the preceding sentence may be sent by e-mail to the address indicated **in point 1.5. lit. a** of the Regulations.
- 7.20. Pasternak LEGAL is obliged to refund the price of the Digital Goods, Product paid by the Customer immediately, but no later than within 14 (fourteen) days from the date of receipt of the Customer's declaration of withdrawal from the Agreement for the supply of Digital Goods, Product. The price is refunded using the same method of payment as used by the Customer, unless the Customer has expressly agreed to a different method of return, which does not involve any costs for him.
- 7.21. Provisions of points 7.18 – 7.20. above apply only to Customers who are Consumers or Entrepreneurs with Consumer rights.
- 7.22. Notwithstanding the provisions of points 7.18 - 7.20. above, pursuant to Art. 38 section 1 point 13 of the Act on Consumer Rights, a Buyer who is a Consumer or an Entrepreneur with Consumer rights is not entitled to withdraw from the Agreement for the supply of Digital Goods, the Product referred to in Art. 27 et seq. of the Consumer Rights Act.
- 7.23. If the Customer chooses to pay by bank transfer or electronic payments, the Customer is obliged to make the payment within 7 calendar days from the date of conclusion of the Sales Agreement and provision of the service.

- 7.24. As part of the price/purchase of the Product, Digital Goods from the Online Store or Website, Pasternak LEGAL does not provide legal advice, consultations, in particular consultations regarding the completion of the downloaded document template, unless a separate agreement for the provision of paid services is concluded between Pasternak LEGAL and the Customer.

8. Cost, method, date of delivery and receipt of the product

- 8.1. Delivery of the Product to the Customer is subject to payment, unless the sales or service agreement provides otherwise. The delivery costs of the Product, Digital Goods (including fees for transport, delivery and postal services) are indicated to the Customer on the Online Store's website in the information tab regarding delivery costs and when placing the Order, including when the Customer expresses the will to be bound by a sales contract. or provision of services.
- 8.2. Personal collection of the Product by the Customer is free of charge.
- 8.3. Pasternak LEGAL provides the Customer with the following methods of delivery or collection of the Product or Digital Goods:
- courier delivery;
 - for personal collection available at: ul. Malborska 1/11, 03-286 Warsaw.
- 8.4. The delivery time of the Product to the Customer is up to 14 Business Days, unless a different date is specified in the description of a given Product or when placing the Order. In the case of Products with different delivery dates, the delivery date is the longest given date. The beginning of the delivery period of the Product to the Customer is counted as follows:
- if the Customer chooses the payment method by transfer or electronic payment, from the date of crediting the Seller's bank account or settlement account.
- 8.5. The deadline for the Product, Digital Goods to be ready for collection by the Customer - if the Customer chooses personal collection of the Product, the Product will be ready for collection by the Customer within 7 Business Days, unless a shorter deadline is specified in the description of a given Product or when placing the Order. In the case of Products with different readiness for collection dates, the readiness for collection date is the longest given date, which, however, cannot exceed 7 Business Days. The Customer will be additionally informed by the Seller about the readiness of the Product or Digital Good for collection. The beginning of the period of readiness of the Product or Digital Good for collection by the Customer is counted as follows:
- if the Customer chooses the payment method by transfer or electronic payments - from the date of crediting the bank account or settlement account of Pasternak LEGAL.
- 8.6. Digital goods, Products (if possible in the case of Products other than digital goods) will be delivered via e-mail to the Customer's e-mail address, in accordance with the rules described in point 7 of these Regulations.

9. Intellectual property

- 9.1. Copyrights to the content contained on the Website, Online Store, and in particular on the blog, content available to subscribers of the Newsletter and Materials, Digital Goods, Products, digital content sold via the Website or Online Store, as well as content downloaded free of charge (Materials) (Lead Magnet), are entitled to Pasternak LEGAL or entities related or cooperating with it. 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. All components of the Website and Online Store are subject to legal protection under the provisions of the Act of February 4, 1994 on Copyright and Related Rights, the Act of June 30, 2000 - Industrial Property Law, the Act of April 16, 1993. on combating unfair competition and other provisions of generally applicable law, including European Union law, in particular the following are protected:
- principles of operation of the Website, Online Store, all Products, Digital Content, and in particular their graphic elements, interface, software, source code and databases
- name of the Store;
 - Store logo;
 - photos and descriptions of Digital Goods;
 - digital content,
 - Products,
 - Online training,
- 9.3. The Customer is entitled to use the Digital Content, Products, Website and Online Store only and exclusively in the manner specified in the Regulations or a different agreement.

10. License

- 10.1. Upon conclusion of the Agreement for the supply of Digital Goods, Products, Materials, Pasternak LEGAL grants the Customer a non-exclusive license to use this Digital Goods, Product under the terms and conditions specified in the Regulations (hereinafter referred to as the " License ").
- 10.2. The Customer or User who has downloaded free content - Materials (Lead Magnet), may use them as part of their business activity, unregistered activity or professional activity, as well as for private use, provided that they may not use the Materials, Goods Digital Products, free content or parts thereof for preparing documents for any entities or persons other than the Client. Therefore, the Customer is prohibited from using Digital Content Materials, Products posted on the Website or Online Store for the purposes of paid activities performed by the Customer to third parties, in particular the provision of paid services.
- 10.3. It is prohibited to make purchased Digital Goods or Products available for use by third parties.
- 10.4. Any use of Pasternak LEGAL intellectual property without authorization resulting from the Regulations or prior, express consent of Pasternak LEGAL is prohibited.
- 10.5. The Customer may use the Materials, Digital Goods, Products, in particular those purchased in any number of its own projects, provided that these are projects for the Customer and not designs of other entities or persons, subject to the number of downloads described above. In the event that the Digital Goods, Product is a document intended to be made publicly available on the Customer's website, the Customer may place this Digital Goods, Product on only 1 (one) website. Placing the Digital Goods on more than one website requires the prior consent of Pasternak LEGAL.
- 10.6. In the case of paid purchase of Products, Digital Goods, the Customer may use the purchased Digital Goods, Products, within the limits described above, without the need to identify the entity that holds the copyright to the content, but cannot present himself as such an entity, in the above case in the case of paid purchase of the Product or Digital Goods, the Customer may remove graphic markings and information about the place of downloading Parsnip LEGAL. When using Materials, Digital Goods, Products made available free of charge, the Customer/User may not remove Pasternak LEGAL graphic markings, information about the persons preparing the above-mentioned information, the place of downloading, the place of sharing and other markings contained by Pasternak LEGAL, and modifying the content in a way that would result in the removal of information indicating Pasternak LEGAL, the authorship of Pasternak LEGAL, the Website or the Online Store.
- 10.7. It is prohibited to resell Digital Goods, Products, Materials purchased, downloaded, received or made available by Pasternak LEGAL , as well as to create products, digital content or services on their basis that are resold, or to provide paid services.
- 10.8. Unless otherwise provided in the Regulations, Agreement, offer or information about Materials, Digital Goods, Products available on the Website or Online Store, upon delivery or making the Digital Goods, Products, Materials available to the Customer, Pasternak LEGAL grants the Customer a non-exclusive and non-transferable license for an indefinite period. to use these Products, Digital Goods and Materials only for the Customer's own needs to the extent described in the points above. The customer has no right to reproduce and/or market the above. the materials, otherwise make the materials available to any third party or grant any further licenses. The license does not entitle the Customer or User to make the Digital Goods, Products, Materials or their developments available free of charge or for a fee (including resale) to any third parties in order to enable the use of the Digital Goods, Products, Materials for any of the above-mentioned purposes. third parties. In particular, the Customer is not entitled to make the Digital Goods, Products, Materials available in order to use this Digital Goods, Products, Materials as part of a business activity, unregistered activity or professional activity conducted by a third party.
- 10.9. In the case of Trainings organized offline or Conferences, Pasternak LEGAL declares that it intends to record, share and archive the statements of training participants and, if there is a video connection during the training, also the images of training participants. By purchasing the training or participating in it, the customer consents to the above-mentioned activities of Pasternak LEGAL as part of this training. Pasternak LEGAL may, if it considers it justified, remove the recorded materials at the request of the Client or participant. If, as part of the statements referred to in the sentence above, the Client provides information constituting the Client's business secret or data subject to protection under separate regulations, the Client or participant is obliged to inform Pasternak LEGAL about this. If such information is not provided, Pasternak LEGAL is entitled to take or not take the actions indicated in the sentence above without incurring any consequences towards the Client or participant or third parties.
- 10.10. The client and the participant during the training are not entitled to record the sound and/or image of the course of this training without the written consent of Pasternak LEGAL, under pain of nullity. If such recording is made without the consent of Pasternak LEGAL, Pasternak LEGAL may request the Client and/or Participant to delete the recording, or if it has already been disseminated, demand that further dissemination be discontinued and that the recording be deleted from electronic media or from the Internet/Intranet.

- 10.11. To the extent specified in these Regulations, and in particular to the extent indicated in this point 10.5-10.8; 7.16 and others, the License entitles the Customer/User to use the Digital Goods of the Product in the following fields of use:
 - a. saving electronic devices belonging to the Buyer in the memory;
 - b. playing and viewing the Digital Goods;
 - c. reproduction of Digital Goods;
 - d. preparation of Digital Goods;
 - e. making the Digital Goods available to the public, if this is consistent with the purpose of the Digital Goods.
- 10.12. It is prohibited for the Customer or User to use the Digital Goods or Product in violation of the terms of the License. Any infringement of the proprietary rights of Pasternak LEGAL or its affiliated or cooperating entities entitles (depending on the nature of the infringement) to bring claims against the Client or User in court proceedings.
- 10.13. The provisions regarding the License granted to the Client also apply to the User, participant, other entities and persons using the Website, Online Store or other content and services of Pasternak LEGAL.

11. Materials/Lead Magnet (Content available for free)

- 11.1. Through the Website, Online Store, it is possible to order the delivery of Digital Goods, Products described on the Website, Online Store in exchange for subscribing to the Newsletter, on the terms described in these Regulations, in particular respecting the intellectual property rights of Pasternak LEGAL and on the terms described in the License.
- 11.2. Pasternak LEGAL provides Customers/Users with certain digital materials (" **Materials** ") for which the User/Customer does not pay any monetary fee, but provides Pasternak LEGAL with his/her personal data and consents to sending him the Newsletter.
- 11.3. Through the Website, Online Store, Pasternak enables the User/Customer to conclude an agreement for the supply of digital content in the form of Materials, for which the User does not pay any monetary fee, but provides the Administrator with his/her personal data and consents to sending him the Newsletter.
- 11.4. If the Customer/User does not want to consent to receiving the Newsletter, he or she may purchase the Materials by paying the price specified by Pasternak LEGAL. Purchasing in this way requires individual contact with Pasternak LEGAL.
- 11.5. Conclusion of the contract in the manner referred to in point 11.3. Regulations, requires completing and sending the Contact Form, and then confirming the subscription to the Newsletter subscriber list by clicking on the confirmation link sent to the e-mail address provided in the Form. The contract is considered concluded when the website confirming the Newsletter subscription is displayed to the Customer/User.
- 11.6. In the Contact Form, it is necessary to provide personal data to the extent necessary to subscribe to the Newsletter and deliver the Materials. Providing additional data is voluntary. It is not possible to order Materials anonymously.
- 11.7. It is prohibited to use the Contact Form for illegal purposes, in particular to send illegal content via the Contact Form.
- 11.8. The Customer acknowledges and Pasternak LEGAL informs that the content available on the Website, Online Store and the content available there (e.g. blog entries, knowledge base, etc.) are of an educational nature and the Materials provided free of charge cannot replace individual assistance of a lawyer, therefore this content does not constitute individual legal advice, an official interpretation of legal provisions, nor does it replace individual legal assistance provided by a specialist. Therefore, the Materials, digital content made available free of charge, as well as entries on the Blog maintained on the Website and the Pasternak LEGAL Online Store should not be treated as legal advice in a specific factual situation, and to obtain legal assistance in an individual case, please contact Pasternak LEGAL.
- 11.9. As part of the free Digital Goods, Products, Materials, including materials in the knowledge base or content included on the Pasternak LEGAL Website Blog, Pasternak LEGAL Online Store, Pasternak LEGAL may provide a paid legal consultation. As part of providing the above-mentioned content, Pasternak LEGAL does not provide further free legal services, unless the parties conclude an agreement in this regard.
- 11.10. The Materials are delivered to the Customer by sending a message containing a link to download or gain access to the Materials to the e-mail address provided in the Contact Form.
- 11.11. Digital content, Products, including Materials made available in exchange for subscribing to the Newsletter, constitute Works within the meaning of the Act of February 4, 1994 on Copyright and Related Rights (hereinafter referred to as " **Copyright** ") and are protected by Copyright. These Regulations regulate issues relating to intellectual property rights and licenses granted to the Client by Pasternak Legal and the Client's License. Notwithstanding the above, the Materials are made available to the Customer/User solely for his or her own use. Any other forms of use of the Materials violate the rights of Pasternak LEGAL or other authorized entities and may

result in civil or criminal liability. In particular, further copying, reproduction, recording or distribution of the Materials without the consent of Pasternak LEGAL or other authorized entities is prohibited.

- 11.12. Digital content, Materials, Products may contain protected trademarks, the removal of which is prohibited.
- 11.13. Some content is available only to Newsletter subscribers.
- 11.14. Pasternak LEGAL, as part of the free materials, content and Newsletter services, does not provide free legal consultations or free legal advice, subject to the 3 exceptions described in these Regulations (concerning free initial verification).
- 11.15. A consumer and an entrepreneur with consumer rights may withdraw from the contract for the supply of digital content in the form of Materials within 14 days of its conclusion, without giving a reason. Appropriate information provided to Pasternak LEGAL is sufficient in this respect. Withdrawal from the contract also means resignation from receiving the Newsletter. The User may unsubscribe from receiving the Newsletter at any time, regardless of the withdrawal from the contract referred to in point 11.14. Regulations by clicking on the link intended for this purpose, included in the content of each message sent as part of the Newsletter.
- 11.16. The warranty for defects referred to in the Civil Code is excluded in relation to a Customer/User other than a Consumer or an Entrepreneur with consumer rights. In the case of a Consumer or Entrepreneur with consumer rights, the provisions of the Consumer Rights Act apply to the scope of liability for the compliance of the Materials with the contract. Pasternak LEGAL is obliged to provide the Consumer or Entrepreneur with consumer rights with Materials in accordance with the contract. Compliance with the contract is assessed in accordance with the provisions of the Consumer Rights Act. Moreover, Pasternak LEGAL is liable for the lack of compliance of the Materials with the concluded contract, if this discrepancy existed at the time of delivery of the Materials and became apparent within two years from that moment. It is presumed that the lack of compliance of the Materials with the contract, which became apparent within one year from the date of delivery of the Materials, existed at the time of their delivery.
- 11.17. If the Materials are inconsistent with the contract, the Consumer and Entrepreneur with consumer rights may demand that they be brought into compliance with the contract.
- 11.18. Moreover, if the Materials are inconsistent with the contract, the Consumer or Entrepreneur with consumer rights may submit a declaration of withdrawal from the contract in the following cases:
 - a. bringing the Materials into compliance with the contract is impossible or requires excessive costs;
 - b. Pasternak LEGAL did not bring the Materials into compliance with the contract;
 - c. the lack of compliance of the Materials with the contract continues, even though Pasternak LEGAL has tried to bring the Materials into compliance with the contract;
 - d. the lack of compliance of the Materials with the contract is so important that it justifies withdrawal from the contract without first using the protection measure specified in these Regulations;
 - e. Pasternak LEGAL has declared or the factual circumstances clearly indicate that Pasternak LEGAL will not bring the Materials into compliance with the contract within a reasonable time or without excessive inconvenience to the Consumer or Entrepreneur with consumer rights.
- 11.19. In the event of non-compliance of the Materials with the contract, the Consumer or Entrepreneur with consumer rights may submit a complaint via e-mail. Pasternak LEGAL considers complaints within 14 days of receiving the complaint.

12. Application and Mobile Application

- 12.1. The rules for using **the Application and Mobile Application** are set out in detailed regulations, and in unregulated matters, provisions regarding **the Privacy and Cookies Policy** and these **Regulations**.

13. Account

- 13.1. Account – the use of this electronic service is possible after the Customer performs the following activities. First, you need to complete the Registration Form, then press the Create an Account button and confirm your willingness to create an Account by clicking on the confirmation link sent automatically to the e-mail address provided by the Customer.
- 13.2. The customer is obliged to provide the following data in the forms:
 - a. First name and last name;
 - b. e-mail address;
 - c. Phone number;
 - d. address of residence/business (street, house number, apartment number, city, postal code, country);

- e. optionally - company name and NIP (if the Buyer is an Entrepreneur or an Entrepreneur with Consumer rights), in the case of Customers who are not consumers, it is also necessary to provide the company name and NIP number if the purchase is made as part of a business activity;
 - f. passwords created by the Customer.
- 13.3. The Electronic Account Service is provided free of charge for an indefinite period of time.
- 13.4. The Customer may delete his/her Account at any time without giving a reason.
- 13.5. The customer may do this by sending the content of such a request to Pasternak LEGAL, in particular via e-mail to the following address: biuro@pasternaklegal.pl or in writing to the address of Pasternak LEGAL. Then, the Customer's personal data will be processed for the period specified in generally applicable law, in particular the statute of limitations for criminal acts and the statute of limitations regarding tax obligations.
- 13.6. Pasternak LEGAL may change the Account Service in the event of:
- a. legal obligation to make changes, including the obligation to adapt the Account Service to the current legal status;
 - b. the need to adapt the Account Service to newly developed devices or software used by Customers to use the Account Service;
 - c. the Customer decides to improve the Account Service by adding new functionalities or modifying existing functionalities;
- 13.7. Changing the Account Service may not involve any costs on the part of the Customer.
- 13.8. Pasternak LEGAL informs the Customer about changes made to the Account Service, in particular by placing a message on the Account informing about the changes, correspondence via e-mail or electronically (e-mail) within 7 days before making the change.
- 13.9. If a change to the Account Service significantly and negatively affects the Customer's access to the Account Service, Pasternak LEGAL is obliged to inform the Customer about: the properties and date of making the change and the Customer's right to terminate the Agreement for the provision of the Account Service with immediate effect within 30 (thirty) days from the date of making the change. changes. The Customer may terminate the Account service in the above-mentioned cases with a 14-day notice period.

14. Opinions and Comments

- 14.1. Opinions published on the Website or Online Store come from customers who purchased Pasternak LEGAL Products, purchased Digital Goods or used Pasternak LEGAL services .
- 14.2. Pasternak LEGAL does not provide for the possibility of automatically publishing opinions on the Website or Online Store. Pasternak LEGAL requests the Customer to provide an Opinion individually and if I receive one, I publish it on the website myself.
- 14.3. Pasternak LEGAL sends the request to issue an Opinion to the Customer's e-mail address, which was obtained from the Customer when concluding the contract with the Customer, which I treat as a mechanism ensuring that the opinion comes from the Customer who used the services, Products or Digital Goods, Pasternak LEGAL Products or acquired them.
- 14.4. A Customer who has purchased a Digital Good, Product and used it personally or has used the services of Pasternak LEGAL may send Pasternak LEGAL an Opinion regarding this Digital Good, Product or service.
- 14.5. Opinions may be sent in any way, in particular via e-mail.
- 14.6. Not all Opinions received by Pasternak LEGAL are subject to publication. Pasternak LEGAL decides at its own discretion whether to use a given Opinion, after checking whether it violates the provisions of the Regulations . However, this does not exclude the removal of an Opinion already published if it turns out to be inconsistent with the Regulations after its publication.
- 14.7. The Customer accepts that the Opinion sent to Pasternak LEGAL cannot be changed or deleted by the Customer.
- 14.8. The Customer acknowledges and declares that all opinions will be in accordance with the provisions of law and good practices, in particular it is prohibited to include in the opinions:
- 14.9. data that is false, contrary to law or good practices;
 - 14.10. personal data of persons other than the Buyer;
 - 14.11. advertising, promotional, political, religious or discriminatory content.
- 14.12. The Customer is fully responsible for the content of the Opinion and the consequences of its publication (including violations of personal rights and intellectual property rights of third parties).
- 14.13. Sending an Opinion by the Customer is tantamount to submitting a declaration by the Customer that he is the sole author of the Opinion.
- 14.14. Taking care of the reliability of the Opinion, we enable Customers to submit appropriate requests to remove the Opinion or correct it in a situation where it turns out that someone was impersonating the Customer or the Opinion was unreliable, unreliable or obtained unfairly, and such an Opinion was published, the Customer has the right to report this fact by sending a message to the address indicated in point 1.5. lit. a of these Regulations, and Pasternak

LEGAL will consider such a report immediately, no later than within 14 days, and if an unauthorized Opinion was actually issued on behalf of the Customer, the Opinion will be removed from the Website or Online Store.

- 14.15. Sending an Opinion by the Customer is tantamount to granting Pasternak LEGAL a free, non-exclusive license to use it. The Buyer's license is granted for an indefinite period (with the possibility of terminating it two years in advance, effective at the end of the calendar year) and without territorial restrictions, and covers the use of the Opinion in the following fields of exploitation: recording and reproduction in any quantity, using any technique and in any format, dissemination in any way, using any media, in particular through publication in the Online Store, Website and on Pasternak LEGAL social media.
- 14.16. The Client's license authorizes Pasternak LEGAL to grant further licenses to use the Opinion to any selected third parties. The further license referred to in the preceding sentence may be granted by Pasternak LEGAL for a fee or free of charge. The Customer undertakes not to exercise his/her personal rights regarding the Opinion (including the right to mark the authorship of the Opinion and the right to supervise the use of the Opinion) and authorizes Pasternak LEGAL to exercise these rights on behalf of the Customer or in another place, in particular the Newsletter.
- 14.17. Pasternak LEGAL does not provide any gratifications, in particular discounts, in exchange for an Opinion, and even less does it pay for issuing an Opinion.

15. Content Prohibited

- 15.1. In addition to the prohibited content indicated in the preceding points, prohibited content should also be understood as: any illegal content which, by itself or by reference to the operation, including the sale of products or the provision of services, is not in accordance with Union law or the law of any Member State that is consistent with EU law, regardless of the specific subject matter or nature of this law, e.g. infringes copyright, violates the rights or interests of other people, is contrary to applicable law.
- 15.2. In connection with the entry into force of the provisions of Regulation (EU) 2022/2065 of the European Parliament and of the Council of 19 October 2022 on the Digital Single Market and amending Directive 2000/31/EC (Digital Services Act) - "DSA" - Seller introduced a number of regulations aimed at implementing obligations related to the provision of information society services through:
 - e. Establishing a point of contact for service recipients and law enforcement agencies;
 - f. Determining the terms of use of the service - what content is illegal, what the Seller does with such content, how to report illegal content
 - g. What should the report contain?
 - h. What is the procedure for examining applications and taking actions in connection with notifications?
- 15.3. All reports regarding illegal content, e.g. in comments, opinions or other materials, should be sent to the following address: biuro@pasternaklegal.pl, - "CONTACT POINT" or "REPORTS".
- 15.4. The application should include:
 - a. name and surname or name of the entity or person reporting, with the exception of reports regarding information considered to be related to one of the crimes referred to in [Art. 3-7](#) of Directive 2011/93/EU;
 - b. Reporter's email address;
 - c. a reasonable explanation of the person or entity's reasons for alleging that the relevant information constitutes illegal content;
 - d. a clear indication of the precise electronic location of the information, such as the exact URL(s), and, where appropriate, additional information enabling the identification of illegal content, as appropriate to the type of content and the specific type of hosting service;
 - e. a statement confirming the good faith belief of the reporting person or entity that the information and allegations contained therein are accurate and complete;
- 15.5. The reports referred to above are considered to constitute the basis for obtaining actual knowledge or knowledge in relation to the specific information to which they relate, if they enable a hosting service provider acting with due diligence to determine - without detailed legal analysis - the illegal nature of the activity or information in question.
- 15.6. If the notification contains electronic contact details of the person or entity that submitted the notification, the Seller shall, without undue delay, send such person or entity confirmation of receipt of the notification.
- 15.7. The Seller shall also notify such person or entity without undue delay of its decision with respect to the information covered by the notification, providing information on the possibility of appealing against the decision made within 6 months. The service recipient, including the person or entity that made the report, has access, for a period of at least six months from the decision referred to in this paragraph, to an effective internal complaints handling system that enables them to submit complaints electronically and free of charge against a decision taken by the the online platform provider after receiving the notification, or the following decisions taken by the online platform provider due to the fact that the information provided by the recipients constitutes illegal content or is inconsistent with the terms of use of the provider's services:
 - a. decisions to remove or disable access to information or limit the visibility of information;
 - b. decisions to suspend or terminate the provision of the service, fully or partially, to recipients;
 - c. decisions to suspend or close recipient accounts;
 - d. decisions to suspend, terminate or otherwise limit the ability to monetize information provided by recipients.- The period of at least six months referred to in section 1 of this Article begins on the day on which the recipient of the service is informed about the decision.
- 15.8. The Seller shall consider all reports it receives under the mechanisms referred to above and shall make decisions with respect to the information referred to in the reports in a timely, non-arbitrary and objective manner and with due diligence. If the Seller

uses automated means for such consideration or decision-making, it will include information about this in the notification referred to in the point above.

- 15.9. Sellers shall provide all interested service recipients with a clear and specific justification regarding the following restrictions imposed due to the fact that the information provided by the service recipient constitutes illegal content or is inconsistent with the supplier's terms of service:
- a. restrictions on the visibility of certain information provided by the service provider, including removing content, preventing access to content or depositioning content;
 - b. suspension, termination or other restriction of monetary payments;
 - c. suspension or termination of the service in whole or in part;
 - d. suspension or closure of the service recipient's account.

- the above applies only if the Seller knows the appropriate electronic contact details. It shall apply at the latest from the date on which the restriction is imposed, regardless of the reason and manner of its imposition;

- the above does not apply if the information is misleading commercial content of a large volume.

- 15.10. The justification referred to in point 14.9 must contain at least the following information:
- a. an indication of whether the decision covers the removal of the information, disabling access to it, depositioning or limiting the visibility of the information or suspending or terminating monetary payments in respect of such information or imposes other measures referred to in point 14.9 in relation to the information, and, where applicable cases, the territorial scope of the decision and its period of validity;
 - b. the facts and circumstances on the basis of which the decision was taken, including, where appropriate, whether the decision was based on a notification made in accordance with Article 16 DSA or on the basis of voluntary, own-initiative verification activities and, where strictly necessary, the identity of the reporting person;
 - c. where applicable, information about the use of automated means in making decisions, including whether a decision was made in relation to content detected or identified using automated means;
 - d. if the decision concerns potentially illegal content, an indication of the legal basis on which the decision is based and an explanation of the reasons why the information is considered to be illegal content on that basis;
 - e. if the decision is based on the alleged incompatibility of the information with the hosting provider's terms of service, an indication of the contractual basis on which the decision is based and an explanation of the reasons why the information is considered to be inconsistent with that basis;
 - f. clear and user-friendly information on the service user's options to appeal against the decision, in particular, where appropriate, through internal grievance mechanisms, out-of-court dispute resolution and judicial remedies.
 - g. The information provided by hosting service providers under this Article must be clear and easily understandable and as accurate and detailed as can reasonably be expected in the circumstances. In particular, the information must, in a reasonable manner, enable the recipient of the service concerned to effectively exercise the recourse referred to in paragraph. 3 letter f).
- 15.11. If the Seller receives any information giving rise to the suspicion that a crime threatening the life or safety of a person or persons has been committed, is being committed or may be committed, he or she shall immediately inform the law enforcement authorities or judicial authorities of the Member State or Member States concerned about his suspicion and provide all available information on this subject.
- 15.12. If the Seller cannot indicate with sufficient certainty the Member State concerned, it shall inform the law enforcement authorities of the Member State in which its registered office or legal representative is domiciled or established, or inform Europol. For the purposes of this Article, the Member State concerned is the Member State in which the offense is alleged to have been committed, is being committed or may be committed, or the Member State where the person suspected of having committed the offense is domiciled or located, or the Member State in which resides or is a victim of such alleged crime.
- 15.13. Providers of online platforms or online search engines shall provide the digital services coordinator for the place of establishment and the Commission, at their request and without undue delay, with the information referred to in paragraph. 2 (*By 17 February 2023, and at least once every six months thereafter, providers, for each online platform or online search engine, shall publish, in a publicly accessible section of their online interface, information on the average number of monthly active users of the service in the Union, calculated as an average number over the previous six months and in accordance with the methodology laid down in the delegated acts referred to in Article 33(2), where those delegated acts have been adopted.*), updated at the time of submission of such request. The digital services coordinator or the Commission may request the provider of an online platform or search engine to provide additional information regarding the calculation referred to in this paragraph, including an explanation and justification of the data used. This information cannot contain personal data.

16. Newsletter and Contact Form

- 16.1. Access to the Pasternak LEGAL Newsletter or Contact Form is not dependent on the Customer/User fulfilling any formalities, in particular, this access does not require the Customer/User to register or log in.
- 16.2. Pasternak LEGAL provides Users with free access to the Pasternak LEGAL Contact Form for an indefinite period.
- 16.3. The Pasternak LEGAL contact form is used only for correspondence related to the activities of Pasternak LEGAL, within the thematic scope specified therein.
- 16.4. The contact form or Newsletter cannot be used for: correspondence regarding specific matters and proceedings conducted by Pasternak LEGAL (initiated or completed), for submitting complaints, petitions, offers, as well as requests for information under the Act on Access to Public Information and questions within the meaning of the Press Law.
- 16.5. In order to use the Pasternak LEGAL Newsletter or Contact Form, the User performs the following actions:
- a. completing the Contact Form by providing the following data and information: name, e-mail address, telephone number, message subject and message content;

- b. may attach an agreement that will be anonymized by him;
 - c. confirmation that he has read the Regulations and that he accepts all its provisions;
 - d. confirmation that he consents to the processing of personal data in order to prepare and provide answers to the question(s) asked and their archiving;
 - e. confirmation of the desire to contact us by clicking on the link contained in the Contact Form "Subscribe", "Send" or another similar one. Contact can occur in any possible way.
- 16.6. The Customer/User is obliged to use the Pasternak LEGAL Contact Form in accordance with the provisions of law, the provisions of these Regulations and good practices.
 - 16.7. The Customer/User undertakes not to provide false personal data, not to provide personal data of another person without his/her permission and not to provide an e-mail address or telephone number that he or she does not own. The User/Customer is solely responsible for the content of the data provided, including liability for any violation of third party rights.
 - 16.8. The Customer/User undertakes to familiarize himself with changes to these Regulations.
 - 16.9. Via the Website or Online Store, you can subscribe to the Newsletter to receive information about new products, promotions, products or services related to Pasternak LEGAL to your e-mail address.
 - 16.10. Subscribing to the Newsletter requires having an active e-mail address and providing it, along with your name, in the Newsletter subscription form.
 - 16.11. Pasternak LEGAL sends the Newsletter to Customers/Users who have subscribed to the Pasternak LEGAL newsletter.
 - 16.12. The User's personal data regarding the possibility of subscribing to the Newsletter are processed on the basis of the legitimate interest pursued by Pasternak LEGAL in the form of marketing and information activities - Art. 6 section 1 letter f) GDPR.
 - 16.13. Subscription to the newsletter requires consent to the sending of commercial information by Pasternak LEGAL via electronic means of communication in accordance with the Act of July 18, 2002 on the provision of electronic services (Journal of Laws 2019.123, as amended). Lack of consent will prevent sending the Newsletter to the User/Customer. Consent may be withdrawn at any time (by clicking on the link included in each message sent as part of the Newsletter), which will result in the cessation of sending the Newsletter. Pasternak LEGAL may also temporarily or completely stop sending the Newsletter. Sending an Order by the User/Customer in this way constitutes a declaration of will of the User/Customer to order the Newsletter service in accordance with the content of these Regulations.
 - 16.14. The provision of the Newsletter service and/or Digital Content as part of this service takes place in exchange for payment with personal data required in the process of placing an Order for the Newsletter Service and requires consent to the sending of commercial and marketing information. The User has the option of ordering the Newsletter Service for a fee and delivering Digital Content or Digital Services, which will result in the need to pay the price. Each time the price will be indicated after sending the order by e-mail. In order to place a paid order for the Newsletter Service and deliver Digital Goods within it to the following address: biuro@pasternaklegal.pl.
 - 16.15. By subscribing to the Newsletter, the User/Customer also consents to Pasternak LEGAL using the User's telecommunications terminal devices (e.g. telephone, tablet, computer) for the purpose of direct marketing of the Service Provider's products and services and presenting commercial information to the User in accordance with Art. 172 section 1 of the Telecommunications Law (Journal of Laws of 2014, item 243, as amended) both by telephone and e-mail . The Newsletter service is provided for an indefinite period of time, from the moment of activation until the User withdraws consent or discontinues the Newsletter service by Pasternak LEGAL.
 - 16.16. The Newsletter is sent at a frequency determined by Pasternak LEGAL, and in particular the Newsletter may be available temporarily/periodically. The delivery of the Newsletter may be discontinued by Pasternak LEGAL towards the Client, User, at any time.
 - 16.17. Correct receipt of the Newsletter depends on the Customer/User having a computer or other multimedia device with access to the Internet and on the Customer/User having an active e-mail account.
 - 16.18. Pasternak LEGAL makes every effort to ensure that the content sent is reliable and credible. The digital content sent by Pasternak LEGAL as part of the Newsletter is current according to the state of knowledge and experience of Pasternak LEGAL as at the date of their preparation. Pasternak LEGAL reserves, however, that the content contained in the Newsletter should not be treated as legal advice or an official interpretation of applicable law. Pasternak LEGAL is not liable for any damage resulting from or in connection with the content included in the Newsletter.
 - 16.19. All content provided as part of the Newsletter service is protected by copyright.
 - 16.20. The service provider may also conduct remarketing pursuant to Art. 6 section 1 letter f) GDPR (legitimate interest of the Service Provider, consisting in the promotion and advertising of services, addressed to people subscribed to the Newsletter, in such a way that the Users' e-mail addresses are uploaded to the marketing tool offered by Meta Platforms Ireland Limited, the advertising manager, and then directed to they include an advertisement created by

the Service Provider or authorized persons, through the Service Provider's advertising account, provided that the Newsletter Users are also users of the Facebook platform (Meta Platforms Ireland Limited) - they have a profile created there. Each time, these data are deleted after the end of the advertising campaign. If another advertising campaign is implemented, an updated User database is uploaded to the tool). Detailed information about the so-called groups of non-standard recipients, the rules for hashing data and processing this data can be found in the privacy policy of Facebook (Meta Platform) at this link <https://www.facebook.com/legal/terms/customaudience#> and <https://www.facebook.com/legal/terms/dataprocessing>, and the Service Provider recommends that each User and subscriber read these rules.

- 16.21. The information contained in the Newsletter does not constitute information or legal advice, nor does Pasternak LEGAL provide free legal services, in particular advice and consultations in the scope of the sent Newsletter.

17. Complaints

- 17.1. 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 Account Service and Agreements for the supply of Digital Goods, Products, unless a specific provision of the Regulations applies only to one of these Agreements;
 - c. Non-compliance of the Account Service with the Agreement for the provision of the Account Service and Non-compliance of the Digital Goods, the Product with the Agreement for the provision of Digital Goods.
- 17.2. 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.
- 17.3. The Customer is entitled to submit a complaint in the event of any reservations as to the quality of the Service provided.
- 17.4. Complaints should be sent via e-mail to: [**biuro@pasternaklegal.pl**](mailto:biuro@pasternaklegal.pl)
- 17.5. 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.
- 17.6. 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.
- 17.7. 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.
- 17.8. 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.
- 17.9. Pasternak LEGAL responds to the complaint via e-mail within 14 (fourteen) days from the date of its receipt.
- 17.10. 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.
- 17.11. A complaint considered in accordance with the Regulations shall not be subject to further or reconsideration.
- 17.12. 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.
- 17.13. If the complaint is accepted by Pasternak LEGAL, Pasternak LEGAL, at its own expense, brings the subject of the service into compliance with the Agreement regarding its delivery within a reasonable time from the moment of receiving the complaint and without excessive inconvenience to the Customer, taking into account the nature of the subject of the service and the purpose for which it is used. The planned date for bringing the subject of the service into compliance with the Agreement regarding its delivery is indicated by Pasternak LEGAL in the response to the complaint.

- 17.14. 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
- 17.15. 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. Digital Goods, Products that have not been used by the Customer have been properly transferred to the Customer
- 17.16. In the event of disclosing Nonconformities, subject to the impossibility of submitting a declaration of price reduction in the case of the Account service or free materials, the Customer may submit to Pasternak LEGAL a declaration of price reduction or 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. 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.
- 17.17. A declaration of price reduction or withdrawal from the Agreement may be submitted via e-mail to biuro@pasternaklegal.pl
- 17.18. 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.
- 17.19. Pasternak LEGAL will not be entitled to demand payment for the time during which the Digital Goods, Product was inconsistent with the contract for the supply of Digital Goods, even if the Customer used this Digital Goods, Product before withdrawing from the contract for the supply of Digital Goods, Product.
- 17.20. The Customer may not withdraw from the contract for the supply of Digital Goods if the Non-conformity is immaterial.
- 17.21. If the Customer withdraws from the agreement for the provision of the Account Service, Pasternak LEGAL deletes the Account immediately after receiving the declaration of withdrawal from the Agreement for the provision of the Account Service.
- 17.22. Pasternak LEGAL informs and the Customer acknowledges that in the event of a reduction in the price of the Digital Goods, the reduced price must remain in such proportion to the price resulting from the Agreement for the supply of Digital Goods as the value of the Digital Goods inconsistent with the Agreement for the supply of Digital Goods remains to the value of the Goods digital in accordance with the Agreement for the supply of Digital Goods. Pasternak LEGAL refunds the Customer the amounts due as a result of exercising the right to reduce the price immediately, no later than within 14 (fourteen) days from the date of receipt of the declaration of price reduction.
- 17.23. 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.

- 17.24. 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.
- 17.25. 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.
- 17.26. Complaints regarding electronic payments must be reported to the Payment System Operator.
- 17.27. The law applicable to legal relations arising from the use of the Service is Polish law.

18. The right to withdraw from the contract

- 18.1. 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 costs, except for the costs of returning the Digital Goods or Product, unless the Customer has consented to the delivery of digital content to him before the expiry of the contract. deadline to withdraw from the contract.
- 18.2. 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:
- a. **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 ;**
 - b. 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;
 - c. **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 entrepreneur has completed the provision, he will lose the right to withdraw from the contract, and has 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;**
- 18.3. 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:
- a. 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;
 - b. in electronic form to the e-mail address: email: biuro@pasternaklegal.pl ;
 - c. Other forms of submitting claims are not permitted.
- 18.4. 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.
- 18.5. 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.
- 18.6. In the event of withdrawal from a distance contract, the contract is deemed not to have been concluded.
- 18.7. Pasternak LEGAL is obliged to immediately, no later than within 14 calendar days from the date of receipt of the consumer's declaration of withdrawal from the contract, return to the consumer all payments made by him, including the costs of delivery of the Product (except for additional costs resulting from the method of delivery of another method chosen by the consumer). than the cheapest regular delivery method available in the Online Store). Pasternak LEGAL refunds the payment using the same payment method used by the consumer, unless the consumer has expressly agreed to a different method of return that does not involve any costs for him. If Pasternak LEGAL has not offered to collect the Product or Digital Goods from the consumer himself, he may withhold the refund of payments received from the consumer until he receives the Product back or until the consumer provides proof of sending it back, depending on which event occurs first.

- 18.8. 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.
- 18.9. 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;
 - delete any digital content;
- 18.10. 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.
- 18.11. If the consumer has chosen a method of delivery of the Product or Digital Good other than the cheapest standard delivery method available in the Online Store or Website, Pasternak LEGAL is not obliged to refund the additional costs incurred by the consumer.
- 18.12. The consumer bears the direct costs of returning the Product or Digital Goods. In the case of Digital Goods and the Customer effectively withdraws from the contract or takes into account the complaint and refund of the entire price, the Customer is obliged to remove all Digital Goods and Products from any media or places of their recording or other activities, including recording by the Customer.
- 18.13. 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.
- 18.14. 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.

19. Personal data protection

- 19.1. The administrator of personal data is Pasternak LEGAL.
- 19.2. Information about the processing of personal data by Pasternak LEGAL can be found **in the Privacy and Cookies Policy**

20. Final Provisions

- 20.1. Agreements concluded by the Website and the Online Store are concluded in Polish.
- 20.2. The Website or Online Store and all content contained therein are subject to legal protection and are the subject of the property rights of Pasternak LEGAL or entities related to Pasternak LEGAL. The Customer/ User is obliged to use the Website, the Online Store and the materials contained therein in a manner consistent with the law and good

- practices, taking into account the respect for personal rights, copyrights and intellectual property of Pasternak LEGAL and third parties. The Customer/User is obliged to enter data consistent with the actual situation.
- 20.3. 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.
 - 20.4. 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.
 - 20.5. 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, than up to the amount of one thousand zlotys, unless the value of the purchased Product or Digital Goods was higher than this amount.
 - 20.6. 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.
 - 20.7. 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;
 - b. Act of 18 July 2002 on the provision of electronic services;
 - c. Consumer Rights Act;
 - 20.8. 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.
 - 20.9. After information about changes to the Regulations appears on the website 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.
 - 20.10. 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.
 - 20.11. 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.
 - 20.12. 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.
 - 20.13. 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.
 - 20.14. By reading the content of the Website, Online Store, and in particular the Blog Knowledge Base or Newsletter, free materials, you understand that the Blog, Knowledge Base or Newsletter, free materials are of an educational nature only, contain only general content, and do not constitute legal advice. nor interpretation of law, does not build a client-lawyer relationship. The Websites, Website and the content available therein are for informational purposes only. Neither the Websites nor the Service nor the content available therein constitutes professional advice and should not be relied upon by you or any third party, including, for example, for the purposes of operating or promoting your business, securing any form of financing or capital, obtaining any regulatory or governmental approvals or otherwise to obtain services or other benefits from any entity. Before making any decision or taking any action, it is worth consulting professional advisors.
 - 20.15. Pasternak LEGAL is not responsible for the content of the Blog, Knowledge Base, free materials in any respect, and in particular for any damage caused by the use or failure to use them, as they do not constitute consultations, advice or legal information. The above-mentioned content expresses the author's views and does not constitute the official position of his Pasternak LEGAL. The author reserves the right to change the content, in particular in the event of changes in law, case law and practice of administrative bodies.

- 20.16. Pasternak LEGAL is guided by the Code of Ethics for Attorneys, available at the following link: [Code of Ethics](#)
- 20.17. 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.
- 20.18. 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.
- 20.19. The Customer has the right to obtain free access to the Regulations at any time via the website www.pasternaklegal.pl, in a way that allows it to be downloaded, saved and printed.
- 20.20. In the event of discrepancies between the Regulations and the detailed Agreement concluded with the Customer, the provisions of the Agreement always prevail.
- 20.21. 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.
- 20.22. Information on the processing of personal data is an integral part of these General Terms and Conditions and is indicated in point 21 of the Regulations.

The Regulations are valid from February 26, 2024.

Previous versions of the Regulations in force before September 11, 2023 can be found at the following addresses:

1. [Regulations for the provision of the free online verification service;](#)
2. [Regulations on the provision of paid consultation services;](#)
3. [Regulations for the provision of services valid from March 26, 2024 to February 25, 2024.](#)

21. 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 Łukasz Pasternak Kancelaria
Adwokacka, the subject of which was

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

22. Information Clause

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