

TERMS AND CONDITIONS FOR THE PROVISION OF ELECTRONIC SERVICES

KPMM Legal Urbańska, Jużków, Skwarek Oczkowicz Sp. J.

www.kpmm.legal

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In the event of any discrepancy between the Polish and English versions, the Polish version shall prevail.

1. General provisions

1. These Terms and Conditions govern the electronic services available through www.kpmm.legal, operated by KPMM Legal Urbańska, Jużków, Skwarek Oczkowicz Sp. J., whose registered office is at ul. Klonowa 32, 40-168 Katowice, Poland (the “Law Firm” or the “Service Provider”).
2. The Terms have been prepared under Article 8 of the Polish Act of 18 July 2002 on the Provision of Electronic Services.
3. The Terms are made available free of charge in a manner which allows users to obtain, reproduce and store them. Users should read the Terms before using the services.
4. By starting to use a particular service, the User enters into an agreement for that service on the terms set out below.
5. Use of the Website and contact form is free of charge. Users bear the costs of internet access and of their own devices or communications services under their contracts with the relevant providers.

2. Definitions

Contact Form – the form available on the Website through which a message or enquiry may be sent to the Law Firm.

Service – an electronic service described in section 4.

Service Provider – KPMM Legal Urbańska, Jużków, Skwarek Oczkowicz Sp. J..

Terms – these Terms and Conditions for the Provision of Electronic Services.

User – a natural person, legal person or organisational unit without legal personality which uses the Website or Contact Form.

Website – the website available at www.kpmm.legal and its subpages.

3. Service Provider details

Item	Information
Business name	KPMM Legal Urbańska, Jużków, Skwarek Oczkowicz Sp. J.
Legal form	registered partnership (spółka jawna)
Registered office and address	ul. Klonowa 32, 40-168 Katowice, Poland
KRS	0001099524
NIP / Tax ID	6263060563
REGON	528333514
Registration court	District Court Katowice-Wschód in Katowice, 8th Commercial Division of the National Court Register
E-mail	office@kpmm.legal
Website	www.kpmm.legal

Further details concerning the Service Provider, the professional status of its partners and the applicable professional rules are set out in the “Service Provider Information” document available on the Website.

4. Types and scope of Services

The Service Provider makes the following Services available through the Website:

- access to Website content – allowing Users to view information about the Law Firm, its team, practice areas, publications and contact details;
- the Contact Form – allowing Users to send a message or enquiry by providing their first name, surname, email address and the contents of the message and, optionally, a telephone number.

IMPORTANT

The Website does not provide for the direct conclusion of legal-services engagements, online payments or user accounts. Sending the Contact Form does not mean that the Law Firm has accepted a matter or entered into a legal-services engagement.

5. Technical requirements

The following are required to use the Website:

- a device with internet access;
- an up-to-date web browser supporting standard web technologies, including HTML, CSS and, where required for a particular function, JavaScript;
- an active email account when using the Contact Form;
- necessary cookies or similar mechanisms being enabled where they are required for a particular Website function.

Out-of-date software, disabled browser functions or blocking extensions may limit the operation of the Website.

6. Rules for using the Website

Users must:

- use the Website in accordance with applicable law, generally accepted standards and these Terms;
- provide accurate and current information through the Contact Form and provide another person’s data only where there is an appropriate basis for doing so;
- limit submitted information to what is necessary to describe the enquiry;
- refrain from disrupting the Website, circumventing security measures, automated bulk extraction of content, sending spam or introducing malicious software.

Users must not submit unlawful content, including content which infringes third-party rights, personal rights, intellectual-property rights or legally protected secrets, or which contains threats, fraud, malware or material whose possession or distribution is prohibited.

The Law Firm may decline to handle a message, restrict access to a function or take other proportionate action where this is necessary to protect the Website, the Law Firm, its clients or third parties, or in the event of a breach of these Terms or applicable law.

7. The Contact Form and establishing a relationship with the Law Firm

1. Fields marked as required are necessary to send a message. Providing a telephone number is optional.
2. Before sending the Contact Form, the User should verify that the information and message are correct.

3. Sending a message does not establish a lawyer–client relationship, constitute an instruction to conduct a matter or confirm that the Law Firm is able to accept the matter.
4. A matter may be accepted only after the Law Firm has completed the appropriate checks, including a conflict-of-interest check, expressly confirmed acceptance of the engagement and agreed the terms on which legal services will be provided.
5. Until acceptance has been confirmed, Users should avoid sending particularly sensitive information, original documents or information going beyond what is necessary for an initial assessment and conflict-of-interest check.
6. The Contact Form should not be used to serve procedural documents, make declarations subject to a deadline or deal with matters requiring an immediate response. The Law Firm does not guarantee a response within any particular period unless it has expressly agreed otherwise.

8. Nature of Website content

Website content is general and informational. It does not constitute legal advice, a legal opinion, a recommendation relating to a particular set of facts or an assurance as to the outcome of any matter.

Law and practice may change, and published materials may not address every circumstance relevant to a particular situation. Advice taking account of the individual facts should be obtained before decisions are made on the basis of legal information.

9. Formation and termination of electronic-services agreements

1. The agreement for access to Website content is formed when the User starts using the Website and continues until the User leaves it.
2. The agreement for the Contact Form Service is formed when the User selects the command which sends the form. The Service is completed when the message has been correctly transmitted to the Service Provider's system.
3. The User may end the content-access Service at any time by leaving the Website. Before the Contact Form is sent, the User may withdraw by not sending or by closing the form.
4. The Service Provider may terminate the agreement or restrict access to a Service with immediate effect where a User seriously or repeatedly breaches applicable law or these Terms, or threatens the security of the Website. This does not restrict rights arising under mandatory law.

10. Availability, maintenance and Website changes

The Service Provider takes reasonable steps to maintain the proper and secure operation of the Website. It does not, however, guarantee uninterrupted availability of every function or the complete absence of errors.

Access may be temporarily restricted because of maintenance, updates, failures, infrastructure-provider actions, security incidents or circumstances outside the Service Provider's control.

The Service Provider may change the Website layout, content and functions, provided that this does not prejudice acquired rights or breach mandatory law.

11. Specific risks associated with electronic services

Electronic services may involve risks including:

- infection of a device with malicious software;
- credential theft or impersonation;
- interception or unauthorised disclosure of information transmitted over a network;
- phishing, fraudulent websites or messages impersonating the Law Firm;
- device, network or software failure and loss of data.

Users should use up-to-date, lawful software, secure their device and email account, verify the website domain and exercise caution in relation to unusual messages, attachments and payment requests. Where the authenticity of a communication is in doubt, the Law Firm should be contacted using the details published on the Website.

12. Complaints

1. Complaints about the Website or Services may be submitted by email to office@kpmm.legal or in writing to the Service Provider at ul. Klonowa 32, 40-168 Katowice, Poland.
2. A complaint should contain contact details, a description of the issue, the date on which it occurred and, where possible, information allowing the issue to be reproduced.
3. The Service Provider will consider the complaint without undue delay, normally within 14 days after receipt. Where additional information is required, the Service Provider may ask the complainant to provide it.
4. The response will be sent to the email address provided in the complaint or by another agreed method.
5. The complaints procedure does not restrict any right to pursue claims under applicable law.

13. Intellectual property rights

The content, layout, trade marks, graphics, photographs, publications and other elements of the Website may be protected by copyright, trade-mark rights or other rights belonging to the Law Firm or third parties.

Users may use Website content for their own personal or internal professional purposes to the extent permitted by law. Reproduction, modification, distribution or commercial use outside the scope permitted by law requires the prior consent of the relevant rights holder.

14. Liability

The Service Provider is liable in accordance with applicable law. Nothing in these Terms excludes or limits liability which cannot lawfully be excluded or limited, or rights held by consumers or other persons protected by mandatory law.

Subject to the above, the Service Provider is not responsible for decisions taken solely on the basis of general Website content, problems resulting from the User's device or connection, third-party actions, or the content and availability of external websites linked from the Website.

15. Personal data and cookies

The processing of personal data is described in the Privacy Policy. Information about cookies and similar technologies, including consent management, is set out in the Cookie Policy. Both documents are available on the Website.

16. Amendments to the Terms

1. The Service Provider may amend these Terms where applicable law, Website functions or technical arrangements change, where security needs to be increased or where the manner in which the Services are provided changes.
2. Amendments will be published on the Website together with their effective date. A one-off Service completed before an amendment takes effect remains governed by the version in force when the Service was used.

17. Final provisions

1. These Terms and the Services are governed by Polish law, subject to mandatory provisions protecting the User which apply irrespective of the choice of law.
2. Disputes will be determined by the court having jurisdiction under applicable law. These Terms do not impose on a consumer a court jurisdiction which is less favourable than that provided by law.
3. If any provision is invalid or ineffective, the remaining provisions will continue in force.
4. These Terms take effect on **11.04.2024**
5. The Terms have been prepared in Polish and English. In the event of any discrepancy, the Polish version shall prevail.