

# Business conditions

Business conditions for the operation and use of the internet portal

**MyLaw** (hereinafter referred to as "**MYLAW**")

Operated on the website:

[www.mylaw.cz](http://www.mylaw.cz)

(hereinafter also referred to as the "**Website**" or the "**Web Portal**")

operated by a trading company

MYLAW s.r.o., ID number: 04746317, with its registered office at Říční 456/10, Prague 1, 118 00 (hereinafter referred to as the "**Company**" or the "**Operator**")

## Preamble

MYLAW is a registered trademark service (mylaw), the purpose of which is to connect the general public with legal professionals and to provide the public with access to quality legal content, thus strengthening the public's legal awareness (the "**Purpose**").

## 1. Introductory provisions

**1.1.** Business conditions (hereinafter also referred to as the "**BC**") of the Operator are governed in particular by Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "**Civil Code**") and Act No. 85/1996 Coll., the Advocacy Act (hereinafter referred to as "**Advocacy Act**"), Act No. 523/1992 Coll., on Tax Consultancy and the Chamber of Tax Advisers of the Czech Republic (hereinafter referred to as the "**Tax Consultancy Act**"), all as amended, and they establish the conditions of operation and use of the Web Portal and the mutual relations and obligations of the Operator, customers, Service providers, Advertisers and bloggers on the Web Portal, all in accordance with the provisions of section 1751, paragraph 1 of the Civil Code.

**1.2.** By active use of the Web Portal, in particular (i) by concluding a written contract with the Operator and subsequent access to the administration of the Web Portal, (ii) by placing an inquiry on the Web Portal, (iii) by placing an advertisement on the Web Portal, (iv) by publishing content on the Web Portal in any form, (v) by publishing or downloading a model legal document, (vi) by conducting a telephone, video or e-mail consultation through the Web Portal, customers, Service providers, Advertisers, and bloggers agree to these BC and undertake to respect them fully.

**1.3.** Anyone who disagrees with the BC must immediately stop using the Web Portal and the Operator's related services.

**1.4.** All factual information displayed on the Web Portal (samples of legal documents, answers to questions in the online counseling center, comments under published articles, etc.) is not considered legal advice and does not replace personal consultation with a lawyer about a specific legal advice service. Telephone, video, or e-mail consultation is carried out by independent third parties, who are responsible in their name for the quality of the service and damage caused by professional misconduct in their name in accordance with the relevant legal regulations and have agreed to offer services through the Web Portal.

**1.5.** MYLAW is not a law firm and does not provide legal advisory. MYLAW is a platform for legal information and self-help. The information provided by MYLAW, together with all the legal content of our Website, is provided for your private use and is not legal advice. We do not control any information provided by you in terms of its legal accuracy or sufficiency, we do not draw legal consequences, we do not provide opinions regarding your chosen legal forms or exercise the right to your specific situation, as well as we do not check any information provided to you by the Service provider in terms of their legal accuracy, sufficiency, we do not draw legal consequences, we do not provide opinions regarding your chosen legal forms, nor do we exercise the right to your specific situation.

**1.6.** As MYLAW is not a law firm; please note that any communication between you and MYLAW may not be protected as confidential information under applicable law.

**1.7.** MYLAW is not an official list of attorneys. The list of lawyers published on the Website is public and free of charge and is only informative. MYLAW does not support, recommend, or guarantee the qualifications and capabilities of any Service provider – an Attorney.

**1.8.** Service providers are not employees or agents of MYLAW. Service providers are independent third parties, are liable for damages in their name caused by professional misconduct, and have agreed to offer services through the Web Portal. If you choose to communicate with a Service provider through MYLAW, please note the following:

- When contacting the Service provider through MYLAW, the Service provider may provide you with an initial consultation, a legal assessment of your legal documents, or answer your legal questions. We note that any such interaction is intended as a starting point for resolving legal issues or dealing with a legal matter and any relationship between the Service provider - Attorney and the customer - Client.
- When contacting the Service provider through MYLAW, the Service provider may request certain information regarding you and your legal relationship to answer your questions adequately. By using our Services, you consent to the sharing of such personal information in order to provide legal advice through the Web Portal. MYLAW will have access to any communication mediated through the Web Platform in order to ensure the quality of the services provided unless otherwise specified in writing.
- Once a contractual relationship exceeding your use of our services has been established between the Service provider - Attorney and the Customer - Client, such relationship will be governed by the terms you agree on with the relevant Service provider. Such conditions will not be set, controlled, or influenced by us in any way (with the possible exception of negotiating special discounts for our customers).
- MYLAW is a provider of information and an intermediary between Service providers and customers; however, it does not support or recommend any Service provider. MYLAW does not provide any guarantee of the qualification or ability of any of the Service providers, nor with regard to the accuracy or completeness of the work of any Service provider; this competence belongs to the Czech Bar Association.

## **2. Definitions of terms**

**2.1. Customer** is any person (including legal entities) who, by actively using the Web Portal, agrees with these BC and who through the Web Portal requests and subsequently

receives legal services in the sense of Purpose, i.e., seeks a lawyer, asks legal advice or is interested in other services (samples of legal documents, blog, etc.).

**2.2. Service provider** is always a lawyer or tax advisor (or their responsible employees) cooperating with the Operator based on a written contract. The Operator can thus guarantee that the services provided on the Website are always provided by persons who have the relevant legal authorization according to Advocacy Act or Tax Consultancy Act, are regulated by the relevant laws of the state, and are insured by law (currently the minimum amount of attorney's insurance is 5.000.000,- CZK for each individual case and a tax advisor's insurance is 750.000,- CZK for each individual case). However, Service providers are not MYLAW employees.

**2.3. Advertiser** is any person (including legal entities) who uses advertising space on the Website for their promotion, whether the advertisement is arranged and provided by direct order or through automated advertising systems. The Operator is not responsible for the content of the communicated advertising information and has the right not to accept or terminate any advertisement based on its own mechanisms or based on a notice.

**2.4. Service** is a connection of the customer and the Service provider (direct connection by providing contacts or on the basis of telephone, video or e-mail consultation) in order to provide legal advice according to the customer's requirements and needs, publication of sample legal documents, online legal advice, and publication of articles.

### **3. Customer and Service provider connection service**

**3.1.** The customer completely and truthfully fills in the required data in the inquiry form. The request must express a genuine interest in legal service of a specific type, must be in accordance with the legal order of the Czech Republic, and may be amended by a telephone call with the Operator's phone provider if the situation requires the assessment of the Service provider (hereinafter also referred to as the "**Inquiry**"). Inquiries of a different nature will not be accepted on the Web Portal. The User agrees that the entered Inquiry will be provided to Service providers who, based on the Operator's internal evaluation, meet the customer's requirements, including contact details. Entering an Inquiry is free of charge.

**3.2.** The Inquiry will be processed and provided to all Service providers who meet the requirements expressed in the Inquiry; however, the customer has no legal right to obtain an offer; this is entirely up to the Service provider to whom the Inquiry will be provided through the Web Portal.

**3.3.** In the case of obtaining an offer from the Service provider, it is only up to the customer whether and under what specific conditions (price, time, and other conditions) he accepts such offer.

**3.4.** The specific conditions for the provision of legal services are always agreed between the customer and the Service provider, and there is no interference in this process by the Operator. However, the customer may already determine the parameters of this future agreement in the process of entering the Inquiry (eg. setting the maximum hourly rate for providing the service, determining a fixed amount for providing the service, the Service provider's experience, etc.) and the Operator will provide the Inquiry only to those Service providers who meet the parameters.

**3.5.** The Operator is entitled to use any information provided by the customer to the Service provider within the service of connecting the customer and the Service provider for the purpose of improving the services, within the requirements set by the relevant legal regulations.

## **4. Legal Advice Service**

**4.1.** The Operator provides mediation of services within the Website in the form of legal advice - online chat. Within the online counseling center, the legal advice from Service providers is provided free of charge to a basic extent. In case of interest, it is possible to use the legal advice in the manner specified in points 3.1. - 3.4. and enter into an agreement with the Service provider for the provision of legal services. Queries entered this way will not be published on the Web Portal.

**4.2.** The Operator is in no way responsible for legal advice provided to a basic or extended extent within the Legal Advice Service. Liability for any possible damage caused by legal advice is thus entirely on the Service provider, who provides the specific advice.

## **5. Service for providing models of legal documents**

**5.1.** Within the Website, the Operator provides the service of providing sample legal documents delivered and published by specific Service providers. The Operator is not responsible for the content; the accuracy of the published samples is the sole responsibility of the actual author, and the Operator does not assume responsibility for the samples' accuracy and precision. If the Operator evaluates a specific model of a legal document based on its mechanisms or based on a warning as inappropriate, then it has the option to withdraw such a model without further ado. The copyright of the models of legal documents always belongs to the Service providers. In the event that the copyright does not belong to the given Service provider, the responsibility for such illegally published copyright work lies entirely with the Service provider, and the Operator is obliged to withdraw such a sample without further notice.

**5.2.** The Operator hereby expressly states that all provided models of legal submissions do not in any circumstances replace the assessment of the legal matter by the Service provider or another lawyer outside this Web Portal, are intended for informational purposes only, and cannot be considered a solution to a specific legal situation. Before using any model legal document, the customer must always be aware that from the point of view of legal precaution, the sample document in question should be assessed by the Service provider or another lawyer outside this Web Portal to ensure its application in a suitable and legally sound manner for each specific document and each specific situation.

**5.3.** MYLAW does not claim ownership of any documents created or uploaded to the Web Portal (hereinafter also referred to as the "**Documents**"). MYLAW may archive these Documents and, where appropriate, provide them if required to do so by law or in good faith that such archiving and provision is objectively necessary to achieve the following: (1) fulfill legal obligations, applicable law or state requirements; (2) enforcing these BC; (3) responding to a statement that any content infringes the rights of third parties; or (4) protect the rights, property or personal safety of MYLAW, its customers, Service providers or the public.

MYLAW shall not be liable for the deletion or failure to retain any content maintained or uploaded through the Web Portal.

## **6. Service of publishing blogs on legal topics**

**6.1.** The articles of the Service providers published within the Web Portal represent the legal opinion of the given Service provider, and the Operator is therefore not responsible for their content.

## **7. Telephone, video, and e-mail consultation**

**7.1.** Telephone, video, and e-mail consultations are not provided by the Operator. These services have the nature of legal service, and are provided directly by the lawyer (law firm) listed for the service, or by a tax advisor.

**7.2.** The Operator only provides a technical solution (Web Portal) to implement these legal or tax services.

**7.3.** The responsibility for providing these legal or tax services lies solely with the lawyer (law firm) or tax advisor who provides them. The user acknowledges and makes it undisputed that the Operator is not responsible for providing these legal or tax services.

## **8. Copyright, use of data and cookies, prohibition of illegal use of the Web Portal**

**8.1.** All elements and content of the Web Portal owned by the Operator and protected by the Copyright Act (all the texts, names, graphic elements, such as logos and design elements in general, etc.) are his exclusive property, and only the Operator has the right to dispose of them, whereby the Operator hereby authorizes the non-commercial use of this copyrighted content, provided that the author is acknowledged and the condition of non-intervention is met. Furthermore, it is forbidden to interfere in any way with the technical solution of the Web Portal or its parts without the written permission of the Operator.

**8.2.** The Operator does not exercise any copyrights to the materials published on the Website by Service providers, Advertisers or other persons other than the Operator, however the Service providers, Advertisers and other persons other than the Operator, who publish any copyrighted content, by joining these BC, they authorize the non-commercial use of this copyrighted content, provided that the author is mentioned and the condition of non-intentions is met.

**8.3.** All data generated or collected through the Web Portal are the property of the Operator. Any third party that collects or seeks to collect this data must comply with these BC provisions.

**8.4.** No third party may, without the written permission of the Operator, collect, use, or redirect data when visiting the Web Portal, or assist other parties, users, computers, or other devices controlled by a third party to collect data without the written permission of the Operator. Concerning the above, no data can be collected and processed for marketing and targeting of any advertising, segment categorization, or any form of publication relating to the

Web Portal or the Operator without the prior written permission of the Operator. This data collection provision applies to all data and not only to advertising media, widgets, pixel tags, cookies and scripts, and other data.

**8.5.** If you are interested in collecting data, such applicant is obliged to contact the Operator at Prague, Řiční 456/10, ZIP code 118 00 or electronically at the email address sucharda@mylaw.cz and undergo the certification process. This may include providing additional information about the data collected, methods, and technologies for collecting it. The result of the certification is a Certification Agreement and another agreement on technical specifications and methods of collection.

**8.6.** The Web Portal uses cookies; about their properties, purpose, and rules of use, please read the Cookies Policy, which forms an integral part of these BC and is available, among other things, at [www.mylaw.cz](http://www.mylaw.cz).

**8.7.** You agree to refrain from the following when using the Web Portal:

- Defamation, insult, harassment, surveillance, threats, and other violations of the rights of others.
- Publishing, posting, uploading, or distributing any names, documents, or information that are considered inappropriate, disrespectful, defamatory, obscene, obscene, or illegal.
- Creating a false identity and acting as another person, or signing a contract on behalf of another person, or committing other types of counterfeiting and fraud, or deleting essential features or notes in any uploaded document.
- Uploading files containing software or other documents protected by copyright, or privacy, or other personality rights, unless you own, control the necessary rights or have obtained all necessary consents to such disclosure.
- Uploading corrupted files, files containing viruses, or any other files that may damage another person's electronic device.
- Operation of advertising, offers for sale, or purchase with the intention of trading.
- Restricting or preventing another user from accessing and using the Web Portal.
- Collection or other collection of data enabling the personal identification of other persons without their consent.
- Violation of any applicable law.

**8.8.** Although MYLAW has no obligation to approve any information published on the Web Portal, we reserve the right, in our sole discretion, to review or remove any documents, comments, or expressions on the Web Portal.

## **9. Advertising, direct-mailing, intellectual property**

**9.1.** The Operator is entitled to use the Web Portal to place the advertisement form at its discretion or to publish third-party advertisements via automated third party software tools.

**9.2.** The Operator is not responsible for the content of the communicated advertising information and has the right not to accept or terminate any advertisement based on its mechanisms or based on a notice.

**9.3.** Advertisers are solely responsible for the content of the published advertisement within the Web Portal. The Operator is not responsible for such published advertisement.

**9.4.** Concerning the advertising of legal professions, this is not a service recommended by a specific lawyer or a law firm and another office that advertises on the Web Portal. It is not their representation or recommendation in terms of qualifications or expertise.

**9.5.** By accepting these BC, customers, Service providers, and Advertisers give their express consent to send a message with news and content of the Operator's Web Portal and information with advertising content or third-party offers to their email address, confirming this consent by a conformational message sent to this email address (so-called Double Opt-in). Recipients have the right to unsubscribe from message distribution at any time by simply clicking on the link at the bottom of such email message.

**9.6.** Profiles of Service providers - Lawyers on the Web Portal are advertising and, as such, should be interpreted. MYLAW does not ascertain, verify or warrant the accuracy of the information contained in the profiles of the Service providers on the Web Portal. Service providers are independent third parties who are themselves solely responsible for the advice and services they provide as well as for their external representation. Customers are always responsible for evaluating the quality, integrity, suitability, and trustworthiness of all persons they communicate with about their legal matters.

**9.7.** MYLAW retains all rights, title and interest in, and to the products and services it owns, in particular software, images, text, graphics, illustrations, logos, service marks, copyrights, photographs, videos, music, and all related proprietary rights. Except as provided in these BC, you are not authorized and may not permit third parties to:

- reproduce, modify, translate, improve, decompile, reverse engineer or create derivative works from any of our products and services;
- sell, license, sublicense, rent, lend, distribute, copy, publicly display, publish, adapt or modify any of our products and services; or
- circumvent or dispose of any security or technological elements of our products and services.

**9.8.** The Web Portal may contain links to third-party resources ("Links" or "Linked Sites"). These Links are provided for your convenience to help you identify other Internet resources that may be of interest to you. MYLAW is not their sponsor or legally affiliated with the third-party Linked Sites. MYLAW is not legally authorized to use any trade name, registered trademark, logo, official seal, or copyrighted material that may appear in the link. MYLAW does not control, endorse, or monitor the contents of any Linked Site. This includes, without limitation, any other Link within the Linked Site, and any changes and updates to the Linked Site. MYLAW is not responsible for webcasting or any other form of transmission received from a Linked Site. These BC do not cover your interaction with Linked Sites. You should carefully read the terms of use and privacy policy of any third-party websites. If you use any service provided by the Linked Site, (a) MYLAW will not be liable for any act or omission by a third party, including third-party access to your user data, and (b) MYLAW does not warrant or endorse any service provided by a third party.

## **10. Confidentiality**

**10.1.** The information exchanged between the customer and the Operator or Service provider mediated through the Web Portal is confidential between these entities and in relation to third parties.

**10.2.** Service providers, Advertisers and, where applicable, customers are obliged to observe strict confidentiality of all facts, confidential information, and trade secrets of the Operator, which they have become acquainted with in cooperation with the Operator. They are also obliged to protect the access and passwords provided for the administration of their profile on the Web Portal and the obligation to maintain protection and confidentiality of personal data of third parties available to them, including in accordance with applicable data protection laws and possibly the Advocacy Act. This duty of confidentiality lasts indefinitely and can only be waived based on and in accordance with the legal order of the Czech Republic.

## **11. Liability**

**11.1.** In no event will MYLAW be liable for damages caused by the customer for non-compliance with these BC.

## **12. Other conditions of use**

**12.1.** During all communication when using the Web Portal, the customer must refrain in particular:

1. interference with the personal rights of the Operator, other customers or Service providers in the form of defamation, threats or other illegal communications;
2. publishing, disseminating, uploading, or sharing any information that may be considered obscene, grossly offensive, illegal, or otherwise harmful;
3. upload files protected by intellectual property rights, except in situations where the rights owner is expressly permitted to upload such files;
4. offering goods or publishing advertising for business purposes, except where such advertising is expressly permitted by the terms of one of the services;
5. restricting or preventing other customers from using the services of the Web Portal;
6. collecting information about other customers, Operators, or Service providers without their consent;
7. violation of any applicable law.

## **13. Refund rules**

**13.1.** We want you to be 100% satisfied with our services. If you are dissatisfied with our services or believe that an invoicing error has occurred, please contact our Customer Service Department immediately by email so that we can assist you in resolving your issue, refunding you, or offering the appropriate credit, which may be in used in the future to pay for the services.

**13.2.** In any contact with us, please provide all details regarding the services you have purchased so that we can ensure your full satisfaction with MYLAW. All refund requests must be made no later than 30 days after purchase.

## **14. Resolving consumer disputes and waiving the right to class action**



**14.1.** Most consumer issues can be resolved quickly and to the customer's satisfaction by calling our Customer Service Department.

**14.2.** However, if MYLAW is unable to resolve the dispute with you through informal means, then, as a condition of your use of the services, we mutually agree to resolve such disputes through the CTIA Out-of-Court Consumer Dispute Resolution (ADR). The ADR will be governed by the Rules for the Procedure for Out-of-Court Settlement of Consumer Disputes (ADR), published on the website of the Czech Trade Inspection Authority, the aim of which in this case is to reach an out-of-court settlement by agreement.

**14.3.** If such a dispute is not resolved informally or through ADR (see above), then all subsequent disputes arising from this contract or in connection with it, will be decided by the competent courts in the Czech Republic using Czech law.

**14.4.** Disputes arising out of the use of the services or otherwise related to MYLAW or the Service provider may only be resolved at the individual level, so any claims may not be enforced as a plaintiff in a procedural community with other plaintiffs by merging disputes or otherwise.

**14.5.** Notwithstanding the preceding provisions relating to the out-of-court settlement of disputes, the following rules shall apply to the settlement of disputes between us:

- MYLAW may sue you in any competent court for a decision ordering it to stop the unauthorized use or abuse of the services, without the need for arbitration or ADR, as set forth below.
- MYLAW may sue you in any competent court to obtain a decision ordering the cessation of unauthorized infringement of intellectual property rights, without the need for arbitration or ADR, as prescribed below.

## **15. Final provisions**

**15.1.** The customer uses MYLAW at his own risk; The Operator reserves the right to inaccuracies and typographical errors in the information, software, products, or services that are provided, and these may be updated, changed, or otherwise modified by the Operator or the Service provider at any time. The information obtained through the Web Portal is not intended for use without modification for specific cases; it is recommended to consult with the Service provider or another person professionally qualified to make specific personal, health, legal or financial decisions.

**15.2.** The Operator reserves the right to change these BC or their part, the price for the provision of services or other information on the Portal at any time without prior notice to customers, Service providers, Advertisers, or other affected persons. The Operator informs about the change of the BC by publishing the modified BC on the Web Portal. The changes are effective from that date, but not before the date of publication on the Web Portal.

**15.3.** The Operator does not provide Service providers and Advertisers with any guarantee of financial profit related to or resulting from cooperation in the sense of these BC, or from advertising on the Web Portal. The Operator does not guarantee 100% availability and functionality of the portals.

**15.4.** The Operator is not liable for damage caused by the relationship between customers and Service providers. The Operator is not responsible for legal services, opinions, and opinions provided to customers by the Service provider in connection with the Web Portal. Any liability of the Operator is expressly excluded.

**15.5.** If any provision of these BC is invalid or ineffective or becomes so, the invalid provisions will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of other provisions of these BC.

**15.6.** By using the Web Portal, customers, Service providers, Advertisers, and other persons listed here indicate that they have read these BC, have properly understood all their provisions, and do not consider any of them surprising or otherwise deviating from business practice and unconditionally agree with all BC provisions.

**15.7.** The subject of out-of-court settlement of possible consumer disputes in the sense of the provisions of Section 20e of the Consumer Protection Act is the Czech Trade Inspection Authority and if the consumer dispute concerns the Service provider, then the Czech Bar Association.

**15.8.** If you do not agree to these terms, please leave the Web Portal and do not continue to use it.

**15.9.** These BC take effect on 1.1.2018.