

Terms and Conditions of Services by FOREIGNERS.PL LIMITED LIABILITY COMPANY

§ 1 Identification of the Service Provider

The Online Legal Advice Service www.foreigners.pl is operated by FOREIGNERS.PL LIMITED LIABILITY COMPANY, headquartered in Katowice, ul. 3 Maja 31 / 4, 40-097 Katowice, registered in the National Court Register under KRS number 0001124675, NIP (Tax ID): 6343044313.

§ 2 Definitions Used in the Terms

The terms used in these Terms and Conditions are defined as follows:

- **Terms and Conditions** – this document specifying:
 - a. types and scope of services provided electronically,
 - b. conditions for providing services electronically,
 - c. conditions for concluding and terminating electronic service agreements,
 - d. complaint procedure.
- **Service Provider** – FOREIGNERS.PL LIMITED LIABILITY COMPANY, providing access to information and services to Service Recipients.
- **Service Recipient** – a natural person, legal entity, or organizational unit without legal personality that uses the electronic service ordered.
- **Service** – the Online Legal Advice Service available at www.foreigners.pl.
- **Services** – services provided electronically via the Online Legal Advice Service.
- **Advisor** – a person with a law degree, collaborating with the Service, providing advice.
- **Advice** – paid services provided by FOREIGNERS.PL LIMITED LIABILITY COMPANY.

§ 3 Services Provided

1. The Services include all activities related to the operation of the Service, in particular:
 - providing Service Recipients access to content published on the Service,
 - preparing documents containing legal advice,
 - preparing legal opinions,
 - drafting court, pre-court, and process documents, applications, letters, and similar documents,
 - drafting contracts and other statements of intent,
 - pre-trial and court representation.

The Service Provider reserves the right to place advertisements in formats typically used on the Internet. The Service Provider is not responsible for the content of advertisements on the Service or for claims by third parties arising from such content.

§ 4 Conditions of Service Use

1. The condition for Service Recipients to use Advice is to review and accept these Terms and Conditions.
2. The Service Recipient confirms that they have reviewed and accept these Terms.
3. The Service Provider allows Service Recipients to obtain, retrieve, and store the Terms free of charge at any time.
4. It is prohibited for the Service Recipient to submit any illegal content.

5. The Service Recipient agrees to the storage of small text files (so-called cookies) by the Service Provider on their computer, necessary for the proper provision of services. These files do not collect personal data, change the computer configuration, serve to install or uninstall software, viruses, or trojans, do not interfere with the integrity of the Service Recipient's system or data, and can be deleted by the Service Recipient at any time.

§ 5 Technical Conditions for Using the Service

1. To use the Service, the following are required:
 - internet access,
 - a properly configured web browser with cookie support,
 - an active and correctly configured email account.
2. The Service Provider is not responsible for any damage resulting from the Service Recipient's failure to meet the technical requirements necessary for cooperation with the Service Provider's telecommunication system.
3. The Service Provider is not liable for damages caused by service interruptions, in particular those caused by force majeure, faulty actions or failures, including internet connection outages, equipment, or software malfunctions, as well as non-compliance with these Terms and Conditions by users.

§ 6 Intellectual Property Rights

1. The Service Provider holds all proprietary copyrights to content published on the Service.
2. Content in the Service is protected under the Copyright Act of February 4, 1994 (i.e., Journal of Laws of 2006, No. 90, item 631, as amended).
3. Content within the Service may not be copied or distributed in whole or in part in any form or manner without the Service Provider's written consent.

§ 7 Personal Data Processing

1. The Service Recipient agrees to the processing of personal data submitted with their order by the Service Provider. The Service Provider declares that the data collected will be used solely for fulfilling the order and will not be disclosed to third parties (in accordance with the Personal Data Protection Act of August 29, 1997, Journal of Laws of 2002, No. 101, item 926, as amended). Providing data is voluntary.
2. Providing data by the Service Recipient is treated as registration to the Service Provider's newsletter.

§ 8 Advice Agreement

1. The Service Provider provides Advice based on an Advice Agreement, under which the Service Provider agrees to provide Advice to the Service Recipient electronically, based on Polish legislation (unless otherwise agreed), in response to a Question submitted by the Service Recipient.
2. The Advice Agreement is concluded upon receipt of the payment of the agreed fee in the Service Provider's bank account.

§ 9 Pricing

1. To receive Advice, the Service Recipient submits a legal issue through the "Submit Inquiry in Form" on the www.foreigners.pl website, which is subject to pricing by the Service administrator. In the "Submit Inquiry in Form," the Service Recipient also provides their email address, name, and phone number.
2. Pricing is free of charge.
3. During business hours (9:00 am to 5:00 pm on working days), the Service Recipient will receive a price quote within approximately 2 hours from the moment the legal issue is submitted. For Saturdays and public holidays, the time to receive a quote is up to 12 hours.
4. Pricing takes into account the complexity of the issue and the Advisor's work required to provide comprehensive and reliable Advice.
5. The Service Provider reserves the right to refuse a quote and Advice. The Service Recipient will be informed within 24 hours from the time of the question submission, along with the reason for service refusal.

§ 10 Payment for Services

1. Payment for the service may be made via traditional or online transfer to the specified bank account.
2. Payment may also be made using direct payment applications associated with the Service Provider.
3. The Service Recipient bears all banking transaction costs related to the payment for Advice.
4. The commencement of Services may occur upon the receipt of payment confirmation at connect@foreigners.pl.

§ 11 Exclusion of Right of Withdrawal

By paying for the service, the Service Recipient agrees to start the provision of services before the 10-day withdrawal period expires, and therefore is not entitled to withdraw from the contract based on Article 10 of the Consumer Protection Act (Journal of Laws of 2000, No. 22, item 271, as amended).

§ 12 VAT Invoice

1. Clients who wish to receive a VAT invoice for services rendered must notify the Service Provider immediately, within 7 days of service completion.
2. The invoice is issued to the Client without the issuer's signature.
3. The Client agrees to the issuance of the invoice without their signature.
4. The VAT invoice is sent electronically to the Service Recipient's email address, and, upon request, also by post to the address provided by the Client within 7 days of the Service Provider's receipt of the request.
5. Invoices are issued only within 7 days of the payment being credited to the issuer's account. After this period, it will be impossible to issue an invoice.

§ 15 Providing Advice

1. The Service Provider provides Advice to the Service Recipient within approximately 24 hours after the payment is credited to the Service Provider's account. If this 24-hour period ends on a non-working day or Saturday, Advice will be provided by 4:00 pm on the next working day.
2. Providing Advice consists of sending the response to the Service Recipient's question via email or delivering it through the Client's panel.

3. The Service Provider may attach additional documents to the Advice, such as court rulings or decisions of other authorities, if relevant to the response.
4. The timeframe mentioned in section 1 may be extended in justified cases.
5. If necessary, the Service Provider may request additional documents, such as contracts, registry entries, property registers, court documents, rulings, administrative decisions, etc., from the Service Recipient to clarify the issue.
6. If the legal service scope or complexity of the issue significantly deviates from initial assumptions, especially from the information provided by the Service Recipient, the Service Provider will propose an increase in price or an extension of the service timeframe.
7. If the Service Recipient does not accept the modified conditions in the previous section, the amount paid will be refunded in full to the Service Recipient's account.
8. The scope of provided Advice is defined by the factual situation presented by the Service Recipient in the Question.
9. The Service Provider is not liable for Advice provided based on an incomplete or inaccurate factual situation or a poorly formulated legal problem by the Service Recipient.

§ 17 Additional Questions

1. The Service Recipient is entitled to ask additional questions within 90 days after receiving a response to the original Question, provided they fall within the scope of the original Question and the factual situation at the time the original Question was asked.
2. No additional fee will be charged for answering additional questions.
3. If the additional question goes beyond the scope of the original Question, the Service Provider will inform the Service Recipient and provide a quote for answering such a question. If the Service Recipient is interested in receiving a response to the additional question not related to the original Question, the response will be provided upon payment of the amount specified in the additional question quote.

§ 18 Refusal to Provide Advice

1. The Service Provider may refuse to provide Advice if it believes that doing so would violate the applicable law, public morals, or binding professional ethics.
2. The Service Provider may refuse to provide Advice if none of the Advisors is willing to respond to the Question.
3. In cases mentioned in sections 1 and 2, the Service Provider will inform the Client of the impossibility of providing Advice and promptly refund the Service Recipient's payment.

§ 19 Consent to Publish Advice

1. The Service Recipient agrees to the publication of the question and response on the Service, with prior modifications made to prevent the identification of the Service Recipient.
2. The Service Recipient may withhold consent to publish the question and response by expressly notifying the Service Provider at the time of the question submission or later, before contract completion, at the email address: connect@foreigners.pl.

§ 20 Complaint Procedure

1. Complaints about the use of the Service should be submitted electronically to connect@foreigners.pl.
2. The complaint should include: the Service Recipient's identifier, order number, indication and justification of claims forming the basis of the complaint, and the extent of the Service Recipient's demand.

3. Complaints will be addressed within 14 working days.
4. Failure to address the complaint within the period specified in section 3 does not constitute acceptance of the complaint by the Service Provider.
5. The response to the complaint will be sent to the email address from which the complaint was received.
6. If the complainant does not raise objections within 7 days, it is assumed that the complaint response has been accepted.
7. Within 7 days of the Service Provider's complaint response, the Service Recipient indicates whether they accept the Service Provider's proposal.

§ 21 Limitation of Liability

The Service Provider's liability to the Service Recipient, unless the damage is due to the Service Provider's intentional fault, is limited to five times the fee paid by the Service Recipient for the Advice.

§ 22 Governing Law

For matters not regulated by these Terms, Polish law applies, specifically the provisions of:

- the Civil Code of April 23, 1964 (Journal of Laws of 1964, No. 16, item 93, as amended),
- the Act on Electronic Service Provision of July 18, 2002 (Journal of Laws of 2002, No. 144, item 1204, as amended),
- the Act on Consumer Rights Protection and Liability for Dangerous Products of March 2, 2002 (Journal of Laws of 2002, No. 22, item 271, as amended),
- the Copyright and Related Rights Act of February 4, 1994 (Journal of Laws of 2006, No. 90, item 631, as amended).

§ 23 Final Provisions

1. These Terms and Conditions are effective as of October 7, 2024.
2. The Service Provider may change these Terms at any time.
3. The Service Recipient is bound by the version of the Terms in effect on the date the Service Recipient submits a question to the Service Provider. However, if more than 14 days pass from the date of the question submission to the date of payment for the service, the Service Recipient will be bound by the Terms in effect on the payment date.