

Sawaryn and Partners Website Terms of Service

The Terms of Service of www.sawaryn.com define all the provisions binding for the Parties concerning the principles of using the Website, performing the Services provided by the Website and indicate the principles of the policy of protecting personal data of the Users using the Website.

§1 Definitions

Consumer - a natural person making a legal transaction with Sawaryn and Partners not directly connected with its business or professional activity.

Content- any content posted on the Website, in particular any legal information regarding a specific legal or business issue.

Newsletter - a legal newsletter including expert information on current changes in the law sent via e-mail.

Sawaryn and Partners - the entity providing Services within the meaning of these Terms and Conditions, - Sawaryn and Partners limited partnership with its registered office in Warsaw (00-040) at 4/6 Warecka Street 6, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, XII Commercial Division of the National Court Register under the KRS number: 0000708957; NIP: 7010789820; REGON: 368988905, which is also the administrator of the Website.

Privacy Policy - the Website's privacy and cookie policy describing how Sawaryn and Partners processes and secures Users' personal data and the use of cookies.

Terms of Service - the terms and conditions of Sawaryn and Partners Website.

Website - the website available at www.sawaryn.com operated by the administrator - Sawaryn and Partners.

Services - the services provided electronically to the User by Sawaryn and Partners within the Website, as indicated in § 2, section 4 of the.

User - any natural person visiting the Website or using one or more Services or features described in the.

§2 General provisions

1. The Terms of Service set out the terms and conditions for gratuitous use of the Website Services by individual users.
2. The Website is informational and serves to present Sawaryn and Partners offer and to make the Materials available. The Regulations define the type and scope of Services provided electronically on the Website, as well as the terms of entering into and terminating agreements and the terms of using the Website and its additional features.

3. are made available on the Website free of charge to each User, and also - upon request - in such a way that makes it possible to obtain, reproduce and record the content of by means of a teleinformatic system used by the User.
4. Sawaryn and Partners on the Site provides the following Services:
 - a) the Legal Newsletter service, which consists of sending requested expert and specialist information to Users;
 - b) service of access to the Website, including the Content;
 - c) the service of contacting the User with Sawaryn and Partners via a contact form.
5. The User may use the Services only after having previously read the Terms of Use and the Privacy Policy. In the event of non-acceptance the Terms of Service and the Privacy Policy by the User, the provision of the Services referred to in §2 paragraph 4 letters a) and c) to the User by Sawaryn and Partners is not possible.
6. The User may at any time terminate any contract for the provision of services described in, without giving reasons and with immediate effect.

§3 Service of using the Website

1. In order to use the service of access to the Website, the following minimum technical requirements must be met:
 - a) a device with the Internet access,
 - b) installed and updated version of Internet Explorer Chrome, Mozilla, Opera, Safari with enabled JavaScript and Cookies.
2. The use of the Website is free of charge, subject to possible data transmission costs that result from agreements concluded by the User with telecommunications service providers or other Internet providers and the scope of such data transmission in accordance with the rates in force at the telecommunications service provider.
3. The agreement on providing access to the Website shall be concluded under the conditions specified in for an indefinite period of time at the moment of effective calling by the User in the browser window of the User's device the URL of the Website or use by the User of redirection leading to the Website, i.e. at the moment of entering the Website. The agreement for the provision of access to the Website is terminated when the User leaves the Website.
4. It is forbidden to provide unlawful content and to use the Service in a manner contrary to the provisions of the, applicable laws, good manners and rules of social coexistence. The User is obliged to use the Website in accordance with the law, with respect to personal rights and intellectual property rights, in particular, the copyright belonging to Sawaryn and Partners or third parties.
5. Are the intellectual property of Sawaryn and Partners and are made available only and exclusively to the User for his/her individual and personal use. Any duplication of the content of the, making them available on the Internet, including social media, messengers or websites, sending them to other parties without the consent of Sawaryn and Partners will constitute a violation of Sawaryn and Partners' copyrights, Sawaryn and Partners reserves the right to pursue all claims against the infringer in accordance with applicable law.
6. The Website and its components, including design and content, are protected by copyright or other intellectual property laws. These elements may not be reproduced, distributed or published by Users, in part or in whole, without the consent of Sawaryn and Partners.
7. Sawaryn and Partners as the owner of the Website represents that the published on the Website are prepared with due diligence. However, due to the nature of the services provided by

Sawaryn and Partners, Sawaryn and Partners cannot be held liable for the truth, accuracy and relevance of the information contained on the Website.

8. The use of the Website is not directly related to the provision of legal assistance by Sawaryn and Partners. Providing legal assistance by Sawaryn and Partners is subject to the conclusion of a separate agreement between Sawaryn and Partners and the User, which will determine the mutual obligations, remuneration of Sawaryn and Partners and other essential conditions necessary for Sawaryn and Partners to take action.
9. Do not constitute the provision of legal assistance or business advice, but are a synthetic set of key information on a particular legal or business issue.

§4 Newsletter Service

1. Sawaryn and Partners provides free legal Newsletter service for selected Users, which consists of sending ordered specialist and expert information.
2. The Newsletter service agreement shall be concluded under the conditions specified in the Terms of Service for an indefinite period of time upon registration for the Newsletter in the manner specified in Paragraph 3 below.
3. The User may subscribe to the Newsletter service through:
 - a) filling in the "Newsletter" form available on the Website, indicating name and email address and then confirming the subscription in an email message,
 - b) sending the contact form with simultaneous consent to receive e-mails with practical tips and business information,
 - c) filling in the "Newsletter" gap, appearing in the "Publications" tab, then confirming the subscription in the sent e-mail.
4. In case of lack of confirmation in section 3 point "a" and "c" the User will not have access to the Newsletter.
5. The Newsletter service agreement shall be terminated when the ceases to provide such service or when the User terminates the agreement by contacting Sawaryn and Partners via email at kancelaria@sawaryn.com, by mail to Sawaryn and Partners registered address or through a link contained in each Newsletter.
6. The Newsletter is sent to the User's e-mail box at the e-mail address indicated by the User in the registration form.
7. The Newsletter is sent at periods at the discretion of Sawaryn and Partners, depending on the frequency of changes in the law. Sawaryn and Partners is solely entitled to assess whether a particular change in the law requires compiling and sending the Newsletter.
8. The Newsletters do not constitute the provision of legal assistance and do not contain commercial information, but are intended to inform Users about changes in the law, about executed by Sawaryn and Partners orders (information about the activities of Sawaryn and Partners) and are intended to provide practical information on the application of the law. Newsletters also do not constitute an offer to conclude a contract. The user is not entitled to assert any claims related to the content of the Newsletter, provided that the content in question does not violate any provisions of generally applicable law.
9. Newsletter content is Sawaryn and Partners intellectual property and is made available to the User only for his individual and personal use. Any duplication of the Newsletter, making it available on the Internet, including social media, messengers or websites, sending it to other parties without the consent of Sawaryn and Partners will constitute a violation of copyright

Sawaryn and Partners, and therefore Sawaryn and Partners reserves the right to pursue any claims against the offending party, in accordance with generally applicable law.

10. Sending the Newsletter to the user does not constitute a transfer of copyright to the works contained therein, it is only a perpetual, royalty-free license for individual use of content made available to the user by Sawaryn and Partners.

§5 Contact service via contact form

1. The Website allows the User to send Sawaryn and Partners a message directly, together with the User's contact details. The contact form is available on the Website under the „Contact” tab.
2. In order to successfully send the form, it is necessary to:
 - a) to provide the User's telephone number and e-mail address,
 - b) as well as confirmation of acquaintance with the Terms of Service and Privacy Policy and consent to process personal data.
3. User by sending the contact form may at the same time agree to access the Newsletter. For this purpose, the User should confirm their wish to receive e-mails with practical advice and business information.
4. In the contact form the User should briefly describe the legal or business issue that he would like to consult with Sawaryn and Partners.
5. The user is obliged to provide true and correct data within the form, in particular those necessary to carry out the service.
6. Sawaryn and Partners in response to the contact form received may, but does not have to, contact the User using the contact information entrusted to it.

§6 Complaints

1. In case of any reservations regarding the operation of the Service the User has the right to file a complaint. A complaint should include at least the data that allow for identification of the User and an indication of the justified reservations and comments as to the operation of the Service. Complaints can be made by sending a message to the e-mail address kancelaria@sawaryn.com or by mail to the address of Sawaryn and Partners headquarters.
2. The complaint should be submitted no later than 14 days from the date of the event, which is the subject of the complaint.
3. Sawaryn and Partners considers the complaint immediately, within a maximum of 14 working days from the date of filing a complaint, unless the user did not describe the subject and scope of the complaint in a manner that allows its consideration or did not provide data allowing its identification. In this case, the deadline for handling the complaint runs from the date on which Sawaryn and Partners received the missing information.
4. Response to the complaint Sawaryn and Partners directs to the address specified by the user in his application or in another form chosen by him (phone / e-mail address).
5. The User has the opportunity to use alternative to court dispute resolution (ADR), in particular through mediation, conciliation or arbitration (arbitration court). The list of institutions to which the consumer can turn to resolve disputes through ADR can be found at this link:
http://ec.europa.eu/consumers/solving_consumer_disputes/nonjudicial_redress/national-out-of-court-bodies/index_en.html.

6. At the address <http://ec.europa.eu/consumers/odr> Consumer has the opportunity to use the EU online platform (ODR platform) to submit to the settlement of disputes with Sawaryn and Partners electronically. The ODR platform is a multilingual, interactive website for serving Consumers residing in the European Union and businesses established in the European Union seeking out-of-court settlement of disputes arising from the conclusion of an online sales contract between them or service contract between them.

§7 Personal Data

Personal data of Users who use the Services available through the Website are processed according to the principles described in the Privacy Policy, available at: <https://sawaryn.com/en/contact.html>

§8 Change of Regulations

1. Sawaryn and Partners has the right to unilaterally change the Terms of Use in the scope, which was not individually agreed with the User for justified reasons. Legitimate reasons include, but are not limited to:
 - occurrence of changes in generally applicable law, including issuance of decisions, recommendations or recommendations by public administration bodies affecting the content of the Regulations or imposing an obligation to modify its content,
 - changes in the manner of providing the Services,
 - changes in the from of Sawaryn and Partners activity,
 - technical changes related to the Website's IT infrastructure,
 - introduction of new functionalities to the Website,
 - the need to complete, clarify or modify in order to achieve greater clarity of the provisions of the Regulations
2. A change to the Terms of Service is effective through the publication on the Website of the content of the planned change, the effective date of the change and the single content of the Terms of Service after changes.

§9 Final provisions

1. The Terms of Service shall enter into force as of 01.04.2022.
2. The obligations arising from the shall be governed by the laws of Poland. In matters not covered by these Terms of Service, the relevant provisions of law will apply.
3. Disputes arising between Sawaryn and Partners and the User arising from the, which could not be resolved amicably, will be submitted to the competent court of law.
4. Privacy Policy as an attachment to these Terms of Service is an integral part of it.