

TERMS AND CONDITIONS

Terms & conditions for the operation and use of the internet portal

Anywhere

Operated on the website:

anywhere.legal

(hereinafter referred to as "**Anywhere**")

Operated by a trading company

USL106 s.r.o., ID No.: 11904500, with its registered office at Říční 456/10, Malá Strana, 118 00 Prague 1 (hereinafter referred to as the "**Company**").

1. Preamble

- 1.1.** Anywhere is a communication service ("**CS**") mainly designed to connect the public with legal/tax professionals and to connect legal/tax professionals with each other and to enable the public to access quality legal content, thereby enhancing public legal awareness. CS service itself is not a legal service.
- 1.2.** Articles and documents available for download published on Anywhere also serve to spread legal awareness. These articles and documents are the intellectual property of the Company (unless expressly stated otherwise) and are intended solely for the use of users of Anywhere. Any further commercial use of these articles and documents is prohibited. The documents mentioned in this provision are not a legal service or a substitute for a legal service. We therefore exclude any liability for damages arising from the use of these documents. And by using or modifying these documents, you waive the right to recover any such damages.

2. Definitions of terms

- 2.1. Customer** is any person (including legal entities) who through Anywhere requests and subsequently may receive legal/tax services in the sense of purpose, i.e., seeks a lawyer or a tax advisor, asks legal/tax advice or is interested in other services.
- 2.2. Advisor** is a lawyer or tax advisor (or their responsible employees) cooperating with the Company. The advisory services mediated through Anywhere are provided by person who has the relevant legal authorization and is insured by law. However, Advisor is not Company's employee.
- 2.3. CS Service** is a connection of the Customer and the Advisor (direct connection by providing contacts or on the basis of telephone, video or e-mail consultation) in order to facilitate contact between Customer and Advisor, who provides legal/tax advice according to the Customer's requirements and needs, publication of sample legal/tax documents, online legal/tax advice, and publication of articles.

3. Introductory provisions

- 3.1.** Terms and conditions (hereinafter also referred to as the “**T&C**”) of the Company are governed by the laws of the Czech Republic.
- 3.2.** By use of Anywhere Customer agrees to these T&C and undertakes to respect them fully.
- 3.3.** Anyone who disagrees with the T&C must immediately stop using Anywhere and the Company's related services.
- 3.4.** Telephone, video, personal or e-mail consultation mediated through Anywhere is carried out by independent third party - Advisor, who is responsible in his/her name for the quality of his/her legal/tax service and damage caused by professional misconduct in his/her name in accordance with the relevant legal regulations and have agreed to offer legal/tax services through Anywhere.
- 3.5.** The Company is not a law/tax firm and does not provide legal/tax advisory. The Company do not check any information provided to you by the Advisor in terms of their legal/tax quality, accuracy or sufficiency or any other aspect.
- 3.6.** As the Company is not a law/tax firm; please note that any communication between you and the Company via Anywhere may not be protected as confidential information under applicable law.
- 3.7.** The Company does not guarantee the qualifications and capabilities of any Advisor.
- 3.8.** Advisor as independent third party is liable for damages in his/her name caused by professional misconduct and have agreed to offer legal/tax services through Anywhere. If you choose to communicate with a Advisor through Anywhere, please note the following:
 - 3.8.1.** After contacting the Advisor through Anywhere, the Advisor may provide you with an initial consultation, a legal/tax assessment of your legal/tax documents, or answer your legal/tax questions. We note that any such interaction is intended as a starting point for resolving legal/tax issues or dealing with a legal/tax matter and any relationship between the Advisor and the Customer.
 - 3.8.2.** After contacting the Advisor through Anywhere, the Advisor may request certain information regarding you and your legal relationship to answer your questions adequately. By using our CS service, you consent to the sharing of such personal information in order to provide legal/tax advice. The Company will have access to any communication facilitated through Anywhere in order to ensure the quality of the services provided unless otherwise specified in writing.
 - 3.8.3.** Once a contractual relationship exceeding your use of our CS service has been established between the Advisor and you as the Customer, such relationship will be governed by the terms you agree on with the respective Advisor. Such conditions will not be set, controlled, or influenced by us in any

way (with the possible exception of negotiating special discounts for our Customer).

4. Customer and Advisor connection service

4.1. The Customer completely and truthfully fills in the required data in the inquiry form. The request must express a genuine interest to be linked to Advisor (who will provide the legal/tax service) through Anywhere of a specific type, (hereinafter also referred to as the "**Inquiry**"). Inquiry of a different nature will not be accepted. The Customer agrees that the submitted Inquiry will be provided to Advisor who, based on the Company's internal evaluation, meet the Customer's requirements, including contact details. Entering an Inquiry is free of charge.

4.2. The Customer will receive a reply to the Inquiry within 2 working days. The information that the Inquiry is being processed is also considered as a reply to the Inquiry. Working days are not Saturdays, Sundays and banking holidays in the Czech Republic and in the country of residence of the respective Advisor.

4.3. In the case of the Inquiry that requires urgent processing, the Advisor must be notified of this fact. In the Inquiry that requires urgent processing must be stated that it has been submitted to the court or another authority or that there is a fixed time limit (deadline) for legal/tax advice.

The Company in no way guarantees that, even in the case of the Inquiry that requires urgent processing, the CS service or legal/tax service will be provided in a timely manner. Anywhere shall not be liable for any damages caused as a result of late provision of services.

The Company notes that any Customer who requests services on a matter that requires urgent processing should contact legal/tax professional directly.

4.4. The Company reserves the right to refuse an Inquiry and the right not to respond to the Inquiry if it is manifestly unfounded, misleading, immoral or nonsensical.

4.5. The Inquiry will be processed and provided to Advisor who meets the requirements described in the Inquiry; however, the Customer has no legal right to obtain an offer; this is entirely up to the Advisor to whom the Inquiry will be provided.

4.6. In the case of obtaining an offer from the Advisor, it is only up to the Customer whether and under what specific conditions (price, time, and other conditions) he/she accepts such offer.

4.7. The specific conditions for the provision of legal/tax services are always agreed between the Customer and the Advisor, and there is no interference in this process by the Company.

- 4.8. The Company is entitled to use any information provided by the Customer to the Advisor within the service of connecting the Customer and the Advisor for the purpose of improving the CS service, within the requirements set by the relevant legal regulations.

5. Obligations of the Customer and the Advisor

- 5.1. The Customer and the Advisor are responsible for content uploaded or sent through their Anywhere user accounts. The Customer and the Advisor have sole responsibility for what is uploaded on or sent from their accounts.
- 5.2. The Customer and the Advisor shall not provide their login details or any other data necessary to use of the Anywhere to third parties, unless required by the law.
- 5.3. The Customer and the Advisor are obliged to declare a possible conflict of interest in connection with the Inquiry.
- 5.4. The Customer has responsibility for the Inquiry,
- 5.5. Any Customer's or Advisor's account through which the CS Service can be used must be linked to an existing email address.

6. Copyright, use of data and cookies, prohibition of illegal use of Anywhere

- 6.1. All elements and content of Anywhere owned by the Company and protected by the Copyright Act (all the texts, names, graphic elements, such as logos and design elements in general, T&C.) are its exclusive property, and only the Company has the right to dispose of them, whereby the Company hereby authorizes the non-commercial use of this copyrighted content. Furthermore, it is forbidden to interfere in any way with the technical solution of Anywhere or its parts without the written permission of the Company.
- 6.2. Persons other than the Company, who have published any copyrighted content, by joining these T&C, hereby authorize the non-commercial use of this copyrighted content, provided that the author is mentioned and the condition of noninterentions is met.
- 6.3. No third party may collect, use, or redirect data when visiting Anywhere, or assist other parties, users, computers, or other devices controlled by a third party to collect data. No data can be collected and processed for marketing and targeting of any advertising, segment categorization, or any form of publication relating to Anywhere or the Company. This data collection provision applies to all data and not only to advertising media, widgets, pixel tags, cookies and scripts, and other data.

6.4. Anywhere uses cookies; about their properties, purpose, and rules of use, please read the Cookies Policy, which is available, among other things, at anyhewre.legal

6.5. You agree to refrain from the following when using Anywhere:

- 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 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 Anywhere.
- Collection or other collection of data enabling the personal identification of other persons without their consent.
- Violation of any applicable law.

7. Confidentiality

7.1. The information exchanged between the Customer and the Company or the Advisor through Anywhere is confidential between these entities and in relation to third parties.

7.2. Advisor, and, where applicable, Customer is obliged to observe strict confidentiality of all facts, confidential information, and trade secrets of the Company, which he/she has become acquainted with in cooperation with the Company. He/she is also obliged to protect the access and passwords provided for the administration of his/her profile on Anywhere and the obligation to maintain protection and confidentiality of personal data

of third parties available to him/her, including in accordance with applicable data protection laws and any applicable law. This duty of confidentiality lasts indefinitely and can only be waived based on and in accordance with the legal order of the Czech Republic

8. Liability

8.1. In no event will the Company be liable for damages caused by the Customer or Advisor for noncompliance with these T&C.

9. Resolving Consumer disputes and waiving the right to class action

9.1. If the Company 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.

9.2. 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.

9.3. Disputes arising out of the use of the CS service or otherwise related to Anywhere or the Advisor 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.

9.4. 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:

- the Company may sue you in any competent court for a decision ordering it to stop the unauthorized use or abuse of the CS service, without the need for arbitration or ADR, as set forth below.
- the Company 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.

10. The Language

10.1. The Customer is obliged to publish the Inquiry in English, Czech.

10.2. The Company reserves the right to communicate only in the languages listed in paragraph 10.1. these T&C.

11. Final provisions

- 11.1.** The Customer uses Anywhere at his/her own risk; The Company 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 Company or the Advisor at any time.
- 11.2.** The Company reserves the right to change these T&C or their part at any time without prior notice to Customer and Advisor. The Company informs about the change of the T&C by publishing the modified T&C on Anywhere. The changes are effective from that date, but not before the date of publication on Anywhere.
- 11.3.** The Company does not provide Advisor with any guarantee of financial profit related to or resulting from cooperation in the sense of these T&C.
- 11.4.** The Company does not guarantee 100 % availability and functionality of Anywhere. The operation of Anywhere may be limited due to:
- 11.4.1.** pre-announced updates,
 - 11.4.2.** an extraordinary circumstance beyond control of the Company (e.g. power failure).
- 11.5.** The Company is not liable for damage caused by the relationship between Customer and Advisor. The Company is not responsible for legal/tax services, opinions, and opinions provided to Customer by the Advisor in connection with Anywhere. Any liability of the Company is expressly excluded, and this exclusion is mutually agreed by both the Company and the Customer by accepting these T&C.
- 11.6.** If any provision of these T&C 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 T&C.
- 11.7.** By using Anywhere, Customer, Advisor, and other persons listed here indicate that they have read these T&C, 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 T&C provisions.
- 11.8.** 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 Advisor, then any other applicable law.
- 11.9.** If you do not agree to these T&C, please leave Anywhere and do not continue to use it.
- 11.10.** These T&C take effect on 1.2.2023.