

Terms and Conditions

1. Definitions

- 1.1. The definitions in this **Agreement** have the following meanings:
 - 1.1.1. **Legal Service Agreement** – the **Legal Service Agreement** concluded between the **Client** and the **Company**. **Terms and Conditions** are an integral part of the **Legal Service Agreement**.
 - 1.1.2. **Legislation** – the effective Georgian legislation.
 - 1.1.3. **Client** – any person concluding the **Agreement** with the **Company**, for getting the services under the **Package**.
 - 1.1.4. **Company** – Lawyal LLC (Identification number: 406321298) and/or its legal successor.
 - 1.1.5. **Service** – the legal service under the **Package**, provided by the **Company** to the **Client**.
 - 1.1.6. **Party** – the **Company** and the **Client**, as the context may require.
 - 1.1.7. **Parties** – the **Company** and the **Client** together.
 - 1.1.8. **Package** – legal service package “Lawyal Start”, “Lawyal Standard”, “Lawyal Plus”, “Lawyal Pro”, the detailed info is specified in **Legal Service Agreement**.
 - 1.1.9. **Package Fee** – the fee for **Packages** payable to the **Company** by the **Client** in the amount specified in **Legal Service Agreement**.
 - 1.1.10. **Reporting Month** – the period from the specific date of the relevant month to the following month’s same date.
 - 1.1.11. **Working Hour** – period of the **Working Day** from 10:00 a.m. to 6:00 p.m.
 - 1.1.12. **Working Day** – the day except for the weekend and official holidays according to the **Legislation**.
 - 1.1.13. **Terms and Conditions** – these **Terms and Conditions**, forming an integral part of the **Legal Service Agreement**.
 - 1.1.14. **Agreement** – **Legal Service Agreement**, **Terms and Conditions**, their annexes and any amendments and changes thereto.

2. Standard Terms for Packages

- 2.1. The **Client** is entitled to use the **Packages** provided that the **Client** fully and dully fulfills any obligations under the **Agreement**. However, despite this, the **Company** is entitled to provide the **Service** under the **Package** and the **Client** is obliged to pay the **Package Fee** duly and fully. The validity of the **Package** is suspended during the obligation’s non-fulfillment period by the **Client** and is renewed after fully and duly fulfillment of the obligations under the **Agreement** by the **Client**.
- 2.2. Unless otherwise agreed between the **Parties**, the **Package** comes into force and the effective date of the **Package** starts upon the signature of the **Agreement**, from the next **Working Day** after payment of the **Package Fee’s** first part by the **Client**.
- 2.3. The **Client** is entitled to get the **Service** under the **Package** during the **Working Hours**. The deadline for specific **Services** will be determined according to the complexity and quantity of the respective **Service** within the reasonable time frame.
- 2.4. The **Client** is entitled to use several **Packages** at the same time. In case of using the several **Packages** at the same time, the **Client** chooses the **Package** under which it wishes to get the respective **Service** and if **Client** does not select, the **Company** makes the respective decision.
- 2.5. The **Services** under the **Packages** will be provided only in legal fields in which the **Company** is operating (list of legal fields and services can be found on **Company’s** website www.lawyal.ge). For avoiding any ambiguity, the **Services** under the **Packages** do not include providing the services in tax relations, financial relations, accounting, etc.

- 2.6. Any recommendation, legal opinion and/or legal report is prepared in compliance with the **Legislation** effective at the moment of preparing such recommendation, legal analysis and/or legal report. The **Company** may give the opinion base on the foreign legislation, however, such opinion does not conclude the professional legal opinion/recommendation/report of the **Company** and the **Client** shall not rely on them. The **Company** is not liable for any direct or indirect damages (losses) caused to the **Client** due to relying on such opinion, recommendation, or report.
- 2.7. The **Client** shall carry out and bear any expenses regarding the **Services** under the **Packages**. Such expenses include the costs for notary or translation services, fees for administrative bodies, etc.
- 2.8. Despite **Paragraph 2.7.** of the **Terms and Conditions**, if the **Company** carries out the expenses, provided that such expenses were agreed with the **Client** in written or orally, the **Client** is obliged to reimburse such expenses immediately upon the **Company's** request. The **Company** is obliged to present the respective documentation for carrying out the expenses.

3. The Package Fee and payment

- 3.1. The **Package fee** is specified in **Legal Service Agreement**.
- 3.2. The **Company** is not entitled to change the **Package Fee** during the validity term of the **Package**.
- 3.3. Unless otherwise agreed between the **Parties**, the **Package Fee** shall be paid monthly. The **Package Fee** for respective **Reporting Month** shall be paid in 3 (three) calendar days from the respective **Reporting Month's** beginning.
- 3.4. Unless otherwise agreed between the **Parties**, the **Package fee** shall be paid by way of non-cash payment and shall be transferred to the bank account specified in **Legal Service Agreement**. The **Package Fee** is considered fully and duly paid from the moment the amount is reflected in the bank account of the **Company**.
- 3.5. If the **Package Fee** is determined in foreign currency and the payment in foreign currency is forbidden by the **Legislation**, the payment shall be made in national currency with the exchange rate established by the National Bank of Georgia at the moment of respective payment.

4. Responsibilities of the Parties

- 4.1. The **Parties** take responsibility to reimburse any direct intentional damages (loses).
- 4.2. The amount of direct damage (loss) caused by the negligent action of the **Party** is limited and shall not exceed 20 (twenty) % of the total amount of the **Packet Fee** paid to the **Company** at the time of damages (loses). Consequential and indirect damages (loss of profit, loss of reputation, loss of goodwill, etc.) are not subject to reimbursement.
- 4.3. In case of non-payment the **Package Fee** duly and fully and/or non-fulfillment of the obligation under **Paragraph 8.5.2. (b)** the **Company** is entitled to charge the **Client** a penalty of 0.5 (zero point five) % of the unpaid amount for each overdue day.
- 4.4. The **Company** is not liable for the expenses paid by the **Client** to the third parties, such expenses are the cost for notary or translation services, fees for administrative bodies, etc.

5. Representations and warranties

- 5.1. Each **Party** represents and warrants that:
 - 5.1.1. They have gained all necessary approvals, consents, power of attorneys for conclusion the **Agreement**.
 - 5.1.2. The signatory is/will be the authorized representative of the **Party** at the moment or conclusion of the **Agreement**, annexes and any other documents (including remotely).

- 5.2. The **Client** acknowledges that while providing the **Service** the **Company** relies on the information and documentation presented by the **Client**, therefore the **Client** represents and warrants that the information and documentation submitted to the **Company** are complete and genuine and it will give all the information/documentation completely and on time necessary for providing the **Service** (including in case of changing the circumstances or documentation). In case of non-fulfillment of this obligation, the **Company** is exempt from any liabilities and/or damages (loses).
- 5.3. The **Client** acknowledges that the **Services** under the **Agreement** are provided solely by the **Company** and in no situation shall the **Company's** director, partner and/or employee be deemed as the **Service** provider, even when they act as the physical person in relation to the **Client** (for example when acting under the power of attorney, etc.).

6. Confidentiality

- 6.1. The **Parties** are obliged to ensure the confidentiality of the information received under the **Agreement** for 3 (three) years after receiving the respective information.
- 6.2. The information shall not be deemed as confidential if:
 - 6.2.1. The **Party** was aware about it before concluding the **Agreement**.
 - 6.2.2. The information may be obtained from public sources and/or which have been disclosed to a **Party** by a third party.
 - 6.2.3. The disclosure of the information is obligatory by the **Legislation**.
- 6.3. The **Company** is entitled to transfer the documents and information received from the **Client** to the third party for the purposes of providing the **Service**.
- 6.4. The **Company** is entitled to disclose the information about the **Service** and the fact of partnership under the **Agreement** solely for the marketing purposes and for this reason use the **Client's** trade name and other material (trademark, logo, etc.). However, the specific terms and conditions of the **Service** is confidential and the confidentiality clause applies.

7. Communication

- 7.1. Any communication between the Parties can be carried out in writing (using the courier services), verbally or by email, to the correspondent addresses provided in **Legal Service Agreement**.
- 7.2. The written notification sent by courier services is considered delivered on the delivery confirmation date by the courier.
- 7.3. The notification sent via email is considered delivered on the next **Working Day**.
- 7.4. Each **Party** shall notify the other **Party** in case of changing the correspondent addresses within a reasonable time. In case of violating this obligation the notification sent to the previous address shall be deemed delivered.

8. The effectiveness and termination of the Agreement

- 8.1. The **Agreement** comes into force upon signature of the **Legal Service Agreement** by the **Parties** and stays in force until the fulfillment of the obligations under the **Agreement**.
- 8.2. The **Agreement** can be terminated by the **Parties'** mutual written consent.
- 8.3. The **Company** is entitled to terminate the **Agreement** by sending the respective notification to the **Client**, if:
 - 8.3.1. The **Client** fails to pay the **Package Fee** duly and fully and an additional 15 (fifteen) days period for payment expires without the result.
 - 8.3.2. The **Client** violates the obligation to pay the **Package Fee** duly and fully three times during the term of the **Agreement**.

- 8.3.3. The **Client** violates any essential obligation under the **Agreement**.
- 8.4. The **Client** is entitled to terminate the **Agreement**:
 - 8.4.1. If the **Company** fails to fulfill the obligations under the **Agreement** and an additional 15 (fifteen) days period expires without the result, by sending the respective notification to the **Company**.
 - 8.4.2. Any time by sending the **Company** 30 (thirteen) days prior notice.
- 8.5. In case of termination the **Agreement** by the **Client** relying on **Paragraph 8.4.2.** or by the **Company** relying on **Paragraph 8.3.:**
 - 8.5.1. The **Company** will not refund the **Package Fee** paid in advance (if any), which will be counted in the amount payable under **Paragraph 8.4.2.**;
 - 8.5.2. The **Client** is obliged to pay to the **Company**: a) The **Package Fee** for an actual usage period of the **Package**; and b) 30 (thirty)% of the **Package Fee** total amount for the remaining period of validity of the **Package**.
- 8.6. Upon the termination of the **Agreement**, the **Company** terminates providing the **Services** under the **Packages**, including the **Services** started during the **Package's** validity term.

9. Conclusion of the Agreement, changes and amendments

- 9.1. The **Agreement** is concluded by signing the material document by the **Parties**.
- 9.2. The **Agreement** can be concluded:
 - 9.2.1. With qualified electronic signature on an electronic document.
 - 9.2.2. By exchanging the copy of the material document signed by the **Parties** via email.
- 9.3. In cases specified by **Paragraph 9.2.** of the **Terms and Conditions**, the **Agreement** is deemed to be concluded upon putting the last signature and sending the **Agreement** to the respective **Party** via email.
- 9.4. The terms for the **Agreement's** conclusion apply to its annexes and amendments. The changes and amendments to the **Agreement** can be concluded by any means mentioned above, despite the form of **Agreement** conclusion at the beginning.

10. Disputes

- 10.1. The **Client** is obliged to examine the **Services** provided by the **Company** within the reasonable period, but no later than 30 (thirty) days after providing the respective **Service** and submit any request concerning the **Service** to the **Company** (if any). In case of not submitting any request within the time mentioned above period, the **Company's Services** shall be deemed fully and duly fulfilled and the **Client** is not entitled to present any request/appeal to the **Company**.
- 10.2. Any dispute regarding this **Agreement** shall be resolved through negotiations. In case of failing to negotiate, the **Parties** shall refer the disputed issue to Georgian court.

11. Other

- 11.1. The **Company** is entitled to transfer its obligations under the **Agreement** to the subcontractor, provided that the **Company** is fully responsible for the subcontractor's actions.
- 11.2. The **Company** is entitled to recommend the **Client** about third party services, however the **Company** is not liable for the actions of such third parties and/or damages (loses) incurred to the **Client**.
- 11.3. The **Agreement** is governed by **Legislation**. Any condition not specified by this **Agreement** shall be determined according to the **Legislation**.
- 11.4. The **Agreement** concluded in material form is made in as many identical copies with equal legal force as there are **Parties** to the **Agreement**. Any copy of an electronically signed **Agreement** (electronic document) is the original and all copies thereof have equal legal force.

11.5. The **Agreement** is concluded in Georgian language. The **Agreement** can be concluded in Georgian and foreign languages, however, the Georgian version shall prevail.

12. Signatures of the Parties

Company

/ _____ /

Client

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