



WEBPAGES TERMS AND CONDITIONS

Welcome to the webpages www.stefanek.hr. The Webpages are publicly available for search.
Thank you for reading this document and accepting its provisions!

1 Often used names and terms

Terms – this Webpage Terms and Conditions of www.stefanek.hr.

Attorney – Štefan Štefanek, Attorney-at-Law · Patent Agent · Court Interpreter · Mediator, HR-10 000 Zagreb, Ilica 191D, Croatian PIN: HR95418033323.

Webpages – domain: stefanek.hr. The authorised user of the domain is the Attorney; Reg. No. Class: 104-000/07-01/8674 dated 27 June 2007, issued by The Croatian Academic and Research Network (CARNET); <https://domene.hr/en/portal/home>. The domain is visible on business documents of the Attorney and powers of attorney (authorisations for legal representation).

Visitor – each person who accesses the Webpages or use the Webpages in any possible manner.

Clients Portal - is the functionality of the Webpages intended for the exchange of information between the Attorney and the Clients with whom the Attorney has agreed to use this functionality.

Content - refers to all texts, images, photos or any media and materials or other content published on the Webpages.

2 Acceptance of Terms

Upon the first use of these Webpages, it is considered that you are fully familiar with these Terms, that you understand and accept them. If you disagree with them, please do not access the Webpages and do not use its Content.

In case of any questions or ambiguities regarding these Terms, please contact us at info@stefanek.hr.

We reserve the right to change the appearance and the Content of the Webpages and these Terms, so we ask you to occasionally review them to get acquainted with possible changes. We shall consider that your further use of the Webpages represents your compliance with all possible changes.

3 Cookies Policy

3.1. What are cookies and what do we use them for?

Cookies are small files that your browser saves on your computer or mobile device when visiting our website (www.stefanek.hr). This allows the Internet site to recognize your computer the next time you visit us, to offer you personalized experience when moving through it. Cookies on our website are not aimed at spying on users and do not follow everything the user does and are not a malicious code or virus. They are also not connected to spam, they do not save a user name or password and are not intended exclusively for advertising or advertising. Information such as your name or e-mail address will not be saved – the Internet site cannot access your personal information and files on your computer.

In order to be able to use cookies in accordance with the Regulation (EU) No. 2016/679 of the European parliament and of the Council on the protection of individuals with regard to the processing of data and on the free movement of such data (General Data Protection Regulation or GDPR), the Act on the Implementation of the General Data Protection Regulation and the Electronic Communications Act, we need your consent. These Webpages do not use cookies, except one essential session cookie, or any other technology that would expose the Visitor to any profiling, targeting, or tracking behaviour on the Internet, unless stated explicitly by these Terms or different suitable manner, for parts or functionalities of these Webpages.

3.2. What kind of cookies do we use

The cookies we use on our website are **technical cookies** (required cookies) necessary for the functioning of this Internet site, we cannot exclude them, and we do not need your consent to use this type of cookies.

Technical cookies are always active cookies, essential for the functioning of the website. They are usually set in response to your actions that include a request for services, such as cookie settings, login, or filling out forms. Those cookies don't store any information that might identify you.



3.3. How to remove cookies

You can set your browser to block technical cookies or send a warning about them, but in this case some parts of the page will not work. It should be noted that our Internet site works optimally only if the use of cookies is enabled.

Some browsers allow you to navigate through the Internet site in “anonymous” mode, limiting the amount of information set up on your computer, and automatically delete permanent cookies set to your computer or mobile device when you finish your browsing session.

There are also many third-party apps you can add to your browser to block or manage cookies.

You can also delete cookies previously set up in your browser by selecting an option to delete your browsing history, including the deleting cookies option.

More detailed information about cookies and setting your browser preferences can be found on the www.allaboutcookies.org page.

4 Non-binding Content of Webpages

All information provided on these Webpages is of informative nature and is not legally binding. The published articles and other texts and content relating to any matter represent a legal opinion regarding particular Content.

5 Biding Content of Webpages

As an exception to the abovementioned, the publication and Content of the following documents on the Webpages have legal effect:

- Legal Services Terms and Conditions
- Personal Data Protection Policy
- Personal Data Protection Notice for Clients Natural Persons
- Personal Data Protection Notice for Clients Legal Persons
- Content of Clients Portal
- Those Webpage Terms and Conditions.

6 Content accuracy and safety & technical measures

The Attorney undertakes efforts to make the Content of the Webpages accurate and informative and keeps the Content free of viruses and other threats. For this sake, the Attorney undertakes all reasonable safety and technical measures.

7 Translations of Webpages Content

Translations from Croatian to other languages of names, professional terms and concepts that have prescribed meaning, e.g., attorney-at-law, patent agent, mediator, court interpreter, on these Webpages are of informative nature.

This means that translations do not imply, e.g., the Attorney is registered with any other bar association except with the Croatian Bar Association, as it is stated in the Attorney’s professional CV published in this Webpages or, e.g., that the translations of names and concepts have not the meaning of the names and concepts as they are defined in the official use following the provisions of other legal systems.

8 External Links

The existence of external hyperlinks on these Webpages does not indicate that the Attorney promotes such external websites or external information, products or services contained therein. The Attorney has no control over the information contained on such external links. The Attorney shall not undertake any liability for the Content or functionality of any such link. Also, the external links may include text, small images, icons or thumbnails illustrating the link, but not advertising products or services.

9 Advertising disclaimer

Reference in these Webpages to any product, process or service with a trademark, logo, manufacturer, etc., does not indicate necessarily that the Attorney promote, recommend, or endorse these products, processes, or services.



10 Free Webpages Content search

The Visitor may freely search the Content of the Webpages without any further consent or terms of use.

The Content search presupposes accessing the Webpages and searching the Content and does not include any modification, download or upload of other content or other intervention on or from the Webpages.

The terms and conditions for other types of use of the Webpages are defined below (please see, e.g., Downloads with approval and Clients Portal).

11 Downloads with approval

Downloading articles and other Content of these Webpages is permitted only when it is explicitly allowed in advance by the Attorney or such possibility is expressly provided by the functionality of the Webpages (e.g. by placing a download link), provided fair use of downloaded Content, and especially correct citation of parts of the articles with the nomination of the authorship and download sources.

Downloading and printing forms and other Content published on these Webpages is for personal use only. The public display, transmission, publication, modification, reproduction, distribution, participation in the transfer or sale, copying, dispatching, or any other use of any of the Content of these Webpages or any part of them is prohibited, as is the selection and alteration of its content without an explicit prior written consent of the Attorney or other copyright and other intellectual property right owners. Where such consent has been granted, no omission or alteration to the data concerning the existing copyright and or trademark or another intellectual property right shall be allowed.

12 Submitted Contents

By submitting any Content on these Webpages, the Visitor automatically warrants that the Visitor is the owner or an authorised holder of such Content and explicitly allows the Attorney to use such Content for the purpose for which such Content is submitted, and for other purposes under the same terms and conditions provided with these Terms for the Content posted by the Attorney.

13 Clients Portal

The functionality of the Clients Portal is available only to those Clients with whom the Lawyer has agreed to use this functionality.

Access and any other use of the Clients Portal by other Visitors are not permitted.


14 Personal Data Protection

The Attorney is the Personal data controller. Personal data are processed and protected as defined with the Personal Data Protection Policy available on these Webpages.

15 Intellectual Property

The Content published on these Webpages is a copyrighted work protected under the applicable Croatian Copyright and Related Rights Act and applicable international legislation. The Content can also be protected with other forms of intellectual property rights.

Certain Content may include the author's works of third parties such as illustrations or parts of a copyrighted text (articles). These works are equally protected from any unauthorised use.

The mark  is registered trademark of the Attorney, Reg. no. Z0062323, The State Intellectual Property Office of The Republic of Croatia. The trademark is applied on business documents of the Attorney and powers of attorney (authorisations for legal representation).

The following authors' works published on these Webpages are specially protected from any downloading, changing, or copying without an express prior written consent of the Attorney who is the authorised holder of the right to use:

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- Photographs of paintings segments or entire paintings of the Croatian academic painter Nebojša Uglješić (1940 - 1985) (Photo Author: Matija Kasaić-Draškić, Zagreb, 2021).



16 Liabilities and Disclaimers

The Attorney shall not be liable for any damage or injury (including any direct, indirect, incidental, special or consequential damage) arising from the use or inability to use any part of these Webpages or published Content.

By accessing the Content of these Webpages, the Visitor explicitly agrees to compensate the Attorney or third parties for any and all the claims, costs, damages or liabilities arising from careless use of the Content by that Visitor, including any direct, indirect, incidental, special or consequential damage.

The Visitor of these Webpages is directly and personally responsible for the data entered on the Webpages and the violation of the rights of other persons that may arise due to this data and actions of the Visitor.

17 Dispute Resolution

We believe that the fulfilment of these Terms is in both the Attorney's and the Visitor's best interest.

Therefore, we expect both the Attorney and the Visitor to undertake the obligation to try to resolve amicably and professionally any dispute that may arise from any use of these Webpages.

If the agreed modality of dispute resolution is not possible, the dispute shall be subject to the jurisdiction of the competent court in Zagreb, Croatia. The Attorney and the Visitor oblige themselves to accept the initiative of any of them or the judge to resolve the dispute by in-court or out-of-court mediation, without the obligation to accept mediation decision and without loss of rights to resolve the dispute through other means.

18 Governing Law

The Croatian law and relevant international regulations regulating communication on Internet that are not contrary to Croatian law shall apply to accessing and using these Webpages and interpreting these Terms.

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