

# PUBLIC OFFER

## PUBLIC AGREEMENT (OFFER) ON PROVIDING A CHARITABLE DONATION OF THE CHARITABLE ORGANIZATION «CHARITY FUND «KIDS OF UKRAINE»

This Public Offer on providing a charitable donation (hereinafter – «the Offer») is addressed to an unlimited number of individuals (hereinafter – «the Donor») and constitutes a public proposal of the Charitable Organization «Charity Fund «KIDS OF UKRAINE» (hereinafter – «the Fund») to conclude an Agreement on making a charitable donation under the terms set out below.

### 1. Terms and Definitions used in the Agreement:

**Public Offer** – a valid proposal of the Fund, posted on the website <https://kidsofua.org/>, to provide a charitable donation addressed to an unlimited number of individuals.

**Acceptance** – full and unconditional acceptance of the Offer by performing actions aimed at making a money transfer via the payment forms and tools posted on the website, as well as by transferring funds to the Fund's current account through banking institutions. The Offer shall be deemed accepted on the date the funds are credited to the Fund's current account.

**Charitable Donation** – a gratuitous transfer by the Donor of funds into the Fund's ownership to achieve certain charitable goals provided by the Fund's Charter and/or charitable programs, in accordance with the Law of Ukraine «On Charitable Activities and Charitable Organizations», the Fund's Charter and this Agreement.

**Donor** – a legally capable individual who voluntarily carries out one or more types of charitable activity. For the purposes of this Agreement, a Donor is an individual who has accepted the Offer.

**Beneficiary** – a recipient of charitable assistance who receives assistance from one or more Donors in order to achieve the purposes defined by the Law of Ukraine «On Charitable Activities and Charitable Organizations» and the Fund's Charter.

### 2. Subject of the Agreement

The subject of this Agreement is the gratuitous and voluntary transfer by the Donor of funds into the Fund's ownership by making a Charitable Donation to enable the Fund to provide charitable assistance in accordance with the Law of Ukraine «On Charitable Activities and Charitable Organizations», the Fund's Charter and its charitable programs.

Unless the Donor makes a Charitable Donation for pre-determined purposes (a specific charitable project), the Fund independently determines the scope and directions of use of the Charitable Donation in line with its statutory activities and programs.

If the Donor makes a Charitable Donation for pre-determined purposes (within a specific charitable project implemented by the Fund), the Fund shall use such donation for those purposes (the specific project), independently determining the procedure and directions of use of the Charitable Donation within that project.

If a project has been fully implemented, the fundraising goal has been met, or its implementation has become impossible due to circumstances beyond the Fund's control, the Donor provides unconditional consent for the donation amount (or its remainder) to be used by the Fund for other statutory purposes (projects) as determined by the Fund's management.

The performance of the parties under this Agreement is not intended to obtain profit or any benefits for either party.

### 3. Purposes and Areas of Charitable Activity

The purposes and areas of the Fund's charitable activity are defined by the Law of Ukraine «On Charitable Activities and Charitable Organizations», the Law of Ukraine «On Humanitarian Aid», the Fund's Charter and its charitable programs.

### 4. Acceptance

By accepting the Offer, the Donor indicates that he/she agrees with all the terms and conditions of the Offer, which are available on the website <https://kidsofua.org/>. Besides, by accepting the Offer, the Donor also fully understands and agrees with the subject of this Agreement and the objectives of the public fundraising and confirms the Fund's right to use part of the Charitable Donation for the Fund's administrative expenses in an amount not exceeding the limit established by the Law of Ukraine «On Charitable Activities and Charitable Organizations».

The parties agree that, from the moment of acceptance of the Offer, this Agreement is concluded in writing pursuant to Articles 207, 639, 641 and 642 of the Civil Code of Ukraine and Article 7 of the Law of Ukraine «On Charitable Activities and Charitable Organizations». The parties further agree that, after acceptance, the absence of a separately signed document shall not render this Agreement invalid.

### 5. Fund's Rights and Obligations

#### 5.1. The Fund has the right to:

- receive Charitable Donations and use them in accordance with the subject and terms of this Agreement and its statutory activities;
- use a part of the Charitable Donation for administrative expenses of the Fund in an amount not exceeding the limit set by the Law of Ukraine «On Charitable Activities and Charitable Organizations», as well as to cover possible costs associated with the use of the Charitable Donation, if such costs are charged by third parties by default and cannot be avoided (including, but not limited to, payment system fees, bank fees, currency exchange differences, etc.).

#### 5.2. The Fund is obliged to:

- report on the use of Charitable Donations by publishing relevant information on the website <https://kidsofua.org/>;
- in the event that a Charitable Donation is used for purposes other than its intended target (excluding cases of fund reallocation or changes in objectives as per the terms of this Agreement) or in violation of this Agreement, the Fund shall return the specific portion of funds used improperly upon the Donor's written request.

### 6. Donor's Rights

#### 6.1. The Donor has the right to:

- monitor the targeted use of the Charitable Donation, taking into account the Fund's right to reallocate remaining funds or utilize funds for statutory activities in cases specified by this Agreement;
- demand a refund in writing if facts are established showing that the donation was used for purposes other than intended and in violation of the Agreement's terms regarding the reallocation of funds;
- is entitled to confidentiality and the protection of his/her personal data in accordance with Section 11 of this Agreement.

### 7. Place and Term of Public Collection

**7.1 Place of collection:** Public collection of Charitable Donations is carried out by the Fund throughout the territory of Ukraine and beyond its borders using the information and telecommunications network Internet via:

- The official website of the Fund <https://kidsofua.org/> (and its subdomains).
- Payment forms and means which are integrated on the Fund's website, as well as banking institutions.
- Official pages of the Fund on social networks (with a transition to the payment forms of the site).

**7.2 Collection term (term of validity of the Offer):** This Public Offer comes into force from the moment of its placement on the official website of the Fund and is valid until its withdrawal by the Fund. Fundraising within the framework of this Offer is indefinite, unless a separate announcement of the Fund on the website specifies another, limited term (for example, for a specific target project or campaign).

**7.3 Confirmation of location:** The legal location of the Fund is considered to be the place of conclusion of this Agreement and the implementation of public fundraising.

## **8. Procedure for Using Charitable Donations**

Charitable Donations shall be used to ensure the achievement of the goals defined by the Fund's statutory activities and the applicable legislation of Ukraine, including the Law of Ukraine «On Charitable Activities and Charitable Organizations».

The Fund uses Charitable Donations in accordance with its statutory activities and programs, with the use partly for the administrative expenses of the Fund in an amount not exceeding the limit set by the Law of Ukraine «On Charitable Activities and Charitable Organizations». At the same time, the Donor is aware and agrees that part of the funds from his/her Charitable Donation may be used by the Fund to cover expenses related to the statutory use of the Charitable Donation, if such expenses are charged by third parties by default and cannot be avoided (including, but not limited to, payment of payment system fees, bank fees, currency exchange differences, etc.)

If the Donor makes a Charitable Donation for pre-determined purposes (within a specific charitable project implemented by the Fund), the Fund shall use such donation for those purposes (the specific project), independently determining the procedure and directions of use of the Charitable Donation within that project.

If a project has been fully implemented, the fundraising goal has been met, or its implementation has become impossible due to circumstances beyond the Fund's control, the Donor provides unconditional consent for the donation amount (or its remainder) to be used by the Fund for other statutory purposes (projects) as determined by the Fund's management.

A Charitable Donation made for the implementation of the Fund's statutory activities is voluntary, irrevocable, and non-refundable, except in cases expressly provided for by the legislation of Ukraine. To initiate a refund request, the Donor must submit a written application to the Fund's address, providing proof of payment and justification for the return.

## **9. Fund's Liability**

The Fund shall be liable for violation of this Agreement and for using Charitable Donations contrary to the procedure provided by its statutory activities, this Agreement and the current applicable legislation of Ukraine.

## **10. Expenses Related to the Transfer of Charitable Donations**

Expenses related to transferring Charitable Donations (remittance fees, etc.) shall be borne by the Donor

## **11. Confidentiality and protection of the Donor's personal data**

**11.1.** By accepting this Offer, the Donor gives his/her conscious, voluntary, informed and unconditional consent to the Fund to collect, process, store and use his/her personal data in accordance with the Law of Ukraine «On Personal Data Protection», the terms of this Agreement and the Fund's Privacy Policy posted on the website <https://kidsofua.org/>.

**11.2.** The Fund is obliged to collect only those data that are objectively necessary for the implementation of the Donation Agreement and reporting, adhering to the principle of minimization.

**11.3.** Categories of the Donor's personal data:

**11.3.1.** Required data (for making and recording a donation)

<b>Data type</b>	<b>Purpose of collection</b>	<b>Source of receipt</b>
Donation amount	Income accounting and reporting of the Fund	Payment system
Bank card details	Making a payment (processed by the payment system, not stored by the Fund!)	Payment system
Full name (if specified during payment)	Payer identification for reporting and issuing of the act	Bank / Payment system

**11.3.2.** Contact details (for communication and feedback)

<b>Data type</b>	<b>Purpose of collection</b>	<b>Source of receipt</b>
E-mail	Sending thank you notes, e-checks, newsletters, and usage reports	Feedback form on the Fund's website
Phone number (optional)	Quick communication in case of payment problems	Feedback form on the Fund's website

**11.3.3.** Technical and analytical data (collected automatically by the Fund's website and payment services)

<b>Data type</b>	<b>Purpose of collection</b>	<b>Source of receipt</b>
IP address	Ensuring payment security and country Web server / Payment system identification (financial monitoring requirements)	Web server / Payment system
Browser and device data	Site optimization (statistics, analytics)	Cookies / Analytics
Cookies	Saving user settings and analytics	Fund's website

**11.4.** The Donor agrees that after entering information about himself on the website <https://kidsofua.org/> and transferring funds, his/her contact information may be used by the Fund to send letters and messages, including in electronic form.

**11.5.** At the same time, the Fund undertakes not to provide information about the Donor's contact details to third parties, except in cases expressly provided for by the legislation of Ukraine. In addition, the Donor gives his/her consent that information about him/hers (in particular, last name, first name, patronymic) may be used by the Fund in the media or on the Fund's website <https://kidsofua.org/>.

**11.6.** The Donor has the right to:

- know about the location of information containing his/her personal data;
- access to his/her personal data;
- submit a reasonable request to the Fund to object to the processing of his/her personal data;
- submit a reasonable request to the Fund to change or delete his/her personal data;
- withdraw consent to the processing of personal data.

## **12. Recurring Charitable Donations (Monthly Subscription)**

**12.1.** The Donor may support the Fund's programs and projects by setting up recurring (monthly) charitable donations. By selecting the «Subscribe to support» option on the Fund's official website <https://kidsofua.org/en/support/> the Donor confirms their consent to the automatic recurring charge of funds from their bank card.

**12.2.** When a monthly subscription is activated, the donation amount selected by the Donor at the time of the first payment will be automatically charged every 30 (thirty) calendar days, starting from the date of the initial contribution. The Fund shall not be responsible for any fees charged by the Donor's bank in connection with such transactions.

**12.3.** The Donor's consent to automatic recurring charges remains valid until the subscription is cancelled by the Donor.

**12.4.** Subscription cancellation procedure. The Donor may cancel the recurring donation at any time using one of the following methods:

- by completing the cancellation form on the Fund's website at <https://kidsofua.org/en/support/monthly-subscription/>. To do so, the Donor must enter the email address used when subscribing and click the «Cancel subscription» button;
- by sending an email in free form requesting subscription cancellation to the Fund's official email address: [contact@kidsofua.org](mailto:contact@kidsofua.org).

**12.5.** In order for the subscription to be cancelled within the current calendar month, the cancellation request must be submitted no later than 10 (ten) business days prior to the next scheduled charge. Otherwise, the subscription will be cancelled in the subsequent 30-day billing period.

**12.6.** Cancellation of the subscription does not release the Fund from its obligation to publicly report on the use of funds already received prior to the effective date of cancellation.

**12.7.** Purpose and use of donations:

**12.7.1.** Recurring charitable donations made under the monthly subscription are directed toward financing the Fund's statutory activities, including the implementation of psychosocial support programs for adolescents, educational projects, and organizational support of the Fund's operations. The Fund reserves the right to independently determine priority areas for the use of recurring donations within the scope of its statutory objectives.

**12.7.2.** The Fund undertakes to comply with financial reporting and transparency requirements regarding the use of Donor funds in accordance with applicable Ukrainian legislation, its statutory activities, and the designated purpose of the donations.

**12.7.3.** The Donor agrees that the donation amount is non-refundable once it has been successfully charged from the Donor's account.

**12.8.** Personal data protection. The processing of personal and payment data is carried out in accordance with the legislation of Ukraine and the Fund's Privacy Policy published on its website. Payment data are not stored in open access and are processed through certified payment systems.

### **13. Obligation of public reporting on the targeted use of funds**

**13.1.** The Fund undertakes to publicly report on the targeted use of funds provided under this Offer, adhering to the principles of transparency, accuracy, and compliance with the designated purpose.

**13.2.** The report shall include the total amount of voluntary donations received and funds spent on financing activities in accordance with the list of subscription types, as well as other expenses related to the Fund's statutory activities.

**13.3.** Reports shall be published monthly no later than the 25th day of the calendar month following the reporting period, in the form of an open (public) document available for viewing and download on the Fund's official website in the «Reporting» section: <https://kidsofua.org/en/reporting/>.

**13.4.** The Fund shall be responsible for the accuracy of the information disclosed in the report.

**13.5.** Any information containing trade secrets and/or confidential data of partners or donors that is not subject to public disclosure shall be protected in accordance with the requirements of applicable Ukrainian legislation.

### **14. Amendments to the Public Offer**

The Fund has the right to introduce amendments to this Public Offer. All amendments shall be published on the website <https://kidsofua.org/> and shall take effect upon publication.

When amendments to the Public Offer come into force, the Donor's consent shall not be required.

### **15. Miscellaneous**

The competent court in case of disputes between the Fund and the Donor shall be the competent court at the Fund's registered office.