


TERMS AND CONDITIONS FOR CHARITABLE DONATIONDate of the current version: **15 October 2024**

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	<p>Full name: Community Organisation "Azov One".</p> <p>Address of registration: apartment 49, Akademika Biletskoho Street 11, Kyiv, 03126, Ukraine.</p> <p>State Registration (EDRPOU) code: 45125011</p> <p>E-mail (general): info@azov.one Phone: +380 (93) 444-43-08</p> <p>Designated E-mail for data protection issues: privacy@azov.one</p>
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1. GENERAL PROVISIONS

1.1. These Terms and Conditions for charitable donation (hereinafter referred to as "**Terms and Conditions**") are, pursuant to Article 641 of the Civil Code of Ukraine, a public offer by Community Organization "Azov One", Legal Entity Identification Code 45125011, registration address of the legal entity: 03126, Ukraine, Kyiv, Akademika Biletskoho Street 11, room 49 (hereinafter referred to as "**Community Organization**"), which is represented by the Head (Director) of the Community Organization Bohomaz Yaroslav Oleksandrovych, acting on the basis of the Charter, to an undetermined number of natural and legal persons who voluntarily carry out charitable activities (each of such persons is hereinafter referred to as a "**Donor**"), to conclude an agreement on the provision of a charitable donation (hereinafter referred to as the "**Agreement**") on the terms described in these Terms and Conditions, with each Donor who adheres to this Agreement.

1.2. These Terms and Conditions enter into force from the moment of their placement on the Community Organization's official website at the following link: <https://www.azov.one> (hereinafter referred to as the "**Website**"). The Terms and Conditions are indefinite and may be amended or



revoked by the Community Organization at any time (before the moment of its acceptance by a Donor) by posting respective information on the Website.

1.3. The Community Organization may conclude agreements on charitable donation in a different manner and/or on terms other than those provided for in these Terms and Conditions. A Donor may separately address the Community Organization to conclude such an agreement.

2. SUBJECT OF THE AGREEMENT

2.1. The subject of this Agreement is the free and voluntary transfer of funds by a Donor to the ownership of the Community Organization, whereby a Donor makes a charitable donation for the statutory activities of the Community Organization. The Donor determines the amount of the charitable donation. The Community Organization determines the purpose of using the charitable donation within its own statutory activities, unless otherwise stipulated by the Donor in the manner specified by this Agreement. The subject of this Agreement excludes the receipt of profit (either directly or indirectly) by any of the Parties to the Agreement.

2.2. The transfer of funds by the Donor under this Agreement is recognized as a charitable donation pursuant to Article 6 of the Law of Ukraine "On Charitable Activities and Charitable Organizations". All expenses related to making charitable donations (such as transfer fees, taxes, charges etc.) are incurred by the Donor if such expenses are charged to the Donor, and by the Community Organization if such expenses are charged to the Community Organization. The Donor understands and accepts that part of the charitable donation may be used by the Community Organization to cover the expenses related to depositing this charitable donation if such expenses are charged by third parties by default and cannot be avoided (for example, acquiring fees of payment systems, bank commissions for transfers, etc.).

2.3. If the Donor wishes so, the Donor may specify the purpose of the charitable donation by choosing among the programs (projects) and goals announced by the Community Organization. The amounts of unused donations made by the Donor for such specific programs, projects or goals of the Community Organization will be reallocated by the Community Organization to other purposes within its own statutory activities, to which the Donor gives consent in advance.

3. ACTIVITIES OF THE COMMUNITY ORGANIZATION

3.1. The Community Organization carries out its charitable activities in accordance with its Charter, in particular in the field of strengthening Ukraine's defense capability and mobilization readiness in connection with the military aggression of the Russian Federation.

3.2. The activities of the Community Organization are not aimed at making a profit.

3.3. The information about the activities of the Community Organization and reports on the results of such activities are published on the Website.

3.4. The collection of charitable donations is carried out by the Community Organization on the territory of any country in the world, except for the Russian Federation and the Republic of Belarus. The collection of charitable donations continues until the termination (liquidation) of the Community Organization, unless another term is determined by the Community Organization.

4. TRANSFERRING A DONATION

4.1. The Donor determines the amount of the charitable donation.

4.2. The charitable donation is voluntary and cannot be subsequently returned to the Donor.

4.3. In accordance with these Terms and Conditions, charitable donations are provided by Donors and used by the Community Organization for carrying out and ensuring charitable activities (implementation of projects, goals of charitable activities and charitable programs) of the Community Organization in accordance with its Charter and legislation of Ukraine. The Donor consents to such purpose of using the donation and confirms the right of the Community Organization to use part of the Donor's charitable donation for administrative expenses of the Community Organization in an amount not exceeding the limits set by the legislation of Ukraine.

4.4. The ways of making a charitable donation include:

- o a one-time payment;
- o A regular subscription, which provides for daily/monthly/annual payments in any amount. This subscription can be canceled by the Donor at any time through the Donor's banking services (for example, Privat24, Apple Pay, Google Pay and others).

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Community Organization undertakes to use the funds of the Donor's charitable donation in strict accordance with the legislation of Ukraine and only within its statutory activities.

5.2. The Community Organization has the right to determine the purposes of using the charitable donation in accordance with its statutory activities and the legislation of Ukraine, except for cases when the Donor has determined a specific purpose for their donation under a separate agreement with the Community Organization. Thus, if such specific purpose of the charitable donation is not determined by the Donor, it is considered that the donation has been made for the Community Organization's statutory activities.

5.3. The Donor has the right to receive information about the use of the charitable donation. For this purpose, the Community Organization shall publish annual financial reports on the Website, which, inter alia, contain information on (i) the amounts of donations received by the Community Organization during the reporting period, and (ii) the expenses of the Community Organization during the reporting period. Upon a written request of the Donor, the Community Organization may also confirm the purpose for using the charitable donation with additional documents. The access to reports on the use of charitable donations is provided by the Community Organization in the manner and within the terms established by the applicable legislation of Ukraine and these Terms and Conditions.

5.4. By providing a charitable donation, the Donor confirms, without any reservations, that: (i) the Donor has full legal capacity, (ii) the Donor consents to the voluntary nature of the legal act, and (iii) the subject of the charitable donation is not under prohibition, arrest, pledge or encumbrance by third parties, and was not acquired in violation of the provisions of the Law of Ukraine "On Prevention and Combatting of Legalization (Laundering) of Proceeds from Crime, Terrorism Financing and Financing of Proliferation of Weapons of Mass Destruction". If the Community Organization has reasonable doubts as to these assurances, the Community Organization has the right to request, and the Donor undertakes to provide, the relevant supporting evidence for these assurances.

5.4.1. The Community Organization shall not be held responsible if a Donor provides a charitable donation the source of which is illegal or unjustified. In any case, the Donor bears



the responsibility, and the Community Organization does not accept any claims regarding the illegality of the origin of funds or the lack of justification of their origin.

5.5. The Donor is obliged to monitor the amendments in the Terms and Conditions by referring to the current (up-to-date) version of the document on the Website.

5.6. The Donor has no right to demand a termination of the Agreement, except in those cases provided for by applicable legislation.

6. ACCEPTANCE

6.1. An Acceptance is the full and unconditional acceptance of the Terms and Conditions whereby a Donor undertakes certain actions to complete a funds transfer by using the payment forms and tools placed on the Website, as well as by transferring funds to any current bank account of the Community Organization through bank institutions. The moment of Acceptance is the date of completing the funds transfer and/or crediting funds to the current bank account of the Community Organization.

6.2. The Acceptance of the Terms and Conditions means that the Donor consents to all its provisions and fully understands and agrees with the subject of the Agreement, consents to the purpose of public collection of donations and to the right of the Community Organization to use part of the Donor's charitable donation for administrative expenses of the Community Organization, in an amount not exceeding the limit established by the legislation of Ukraine.

6.3. The Donor and the Community Organization agree that, from the moment of Acceptance, the Agreement is considered to be concluded in writing in accordance with Articles 207, 639, 641 and 642 of the Civil Code of Ukraine and Articles 6 and 7 of the Law of Ukraine "On Charitable Activities and Charitable Organizations". At the same time, the Parties agree that after the Acceptance, the lack of a signed Agreement in the form of a separate document does not entail the invalidity of this Agreement.

6.4. The Community Organization processes the personal data of the Donor provided when visiting the Website and/or making a funds transfer (hereinafter referred to as "Personal Data") for the purpose of proper implementation of this Agreement and the Community Organization's statutory activities. Detailed information about the procedure for processing Personal Data by the Community Organization is published in the Privacy Policy at the following address: <https://azov.one/en/privacy-policy>.

7. FINAL PROVISIONS

7.1. The provisions of the applicable legislation of Ukraine apply to the legal relations between the Donor and the Community Organization.

7.2. The liability of the Community Organization for violation of this Agreement or the procedure for using charitable donations arises on the grounds, in the amount and in the procedure determined by the provisions of the applicable legislation of Ukraine.

7.3. In case of disputes arising between the Parties to this Agreement, they should be resolved through negotiations. If it proves impossible to resolve disputes through negotiations, disputes shall be heard by courts following the procedure established by the applicable legislation of Ukraine.

8. INFORMATION ABOUT THE COMMUNITY ORGANIZATION

- 8.1.** Name: Community Organization "Azov One".
- 8.2.** Location: 03126, Kyiv, Akademika Biletskoho Street 11, room 49.
- 8.3.** Legal Identification Code: 45125011.
- 8.4.** Tax status: non-profit organization. Indicator of non-profitability — 0032.
- 8.5.** Official email address: info@azov.one.