

## **USER AGREEMENT**

Please carefully read these Terms of Use of the website of the Charitable Organization "Charitable Foundation " I am Mariupol" ("Terms") before using the website <https://mhhelp.org.ua/> ("Site"). These Terms contain important information about your rights and responsibilities. By using the Site, you confirm that you have read these Terms, understand their content and undertake to comply with these Terms in full. If you do not agree to these Terms, please do not use this Site. By the terms CO "CF "I'm Mariupol", "Foundation", "we", "us" or "our" used in these Terms and Conditions, we mean the Charitable organization "Charitable Foundation "I am Mariupol", a non-profit organization (EDRPOU code 44869663 , address: 69095, Zaporizhzhia, Sobornyi Ave., building 150a), which carries out charitable activities with the help of the Site. The collection and use of personal data in connection with your use of the Site is carried out in accordance with our Privacy and Personal Data Protection Policy. If you have any questions or comments about these Terms or the operation of the Site, please contact us at [iammariupol1@gmail.com](mailto:iammariupol1@gmail.com).

### **Full Agreement**

These Terms are an agreement between us and our users. By using this Site, you agree to comply with these terms and all applicable laws and regulations. You must be of legal capacity. These Terms and any rules published on the Site, including our Privacy and Personal Data Protection Policy, constitute the entire legally binding agreement between you ("you" or "user") and CO "CF "I'm Mariupol", governing your use of the Site and collection of charitable donations using the Site. By using the Site, you represent and warrant that: (1) you are legally competent and authorized to enter into this Agreement under the laws of your country; (2) the laws of your country do not restrict your use of the Site; (3) you comply with these Terms and applicable legal requirements.

### **Activities of the Charitable Organization "Charitable Foundation "I am Mariupol"**

The site of CF "I'M Mariupol" is intended for users who wish to make a charitable contribution or otherwise help the Foundation. Charitable Organization "CF "I am Mariupol" is a foundation that unites people, resources, ideas, and opportunities to implement comprehensive national and international social projects in synergy. The site of CF "I'm Mariupol" is a tool for carrying out charitable activities, in particular: satisfying and protecting the legal rights and interests of its participants, public interests, society as a whole in various spheres of social life, and carrying out selfless charitable activities with the aim of moral, material and financial support of beneficiaries of charitable assistance, including Armed Forces of Ukraine, other military formations, law enforcement (special) bodies, civil defense bodies, voluntary formations of territorial communities, other persons who ensure national security and defense, repelling and deterring armed aggression of a

foreign state, as well as to persons who have suffered or may suffer from such armed aggression.

The site is intended for users who wish to make a charitable contribution (“Donors”) or otherwise help the Foundation (“Volunteers”).

### **Help us**

You can make charitable payments (donations) to the Foundation using the Site. The foundations received by the Fund are used to help the beneficiaries of the Foundation. You can get acquainted with reports on the use of funds on the Site. With the help of the Site, users can make charitable contributions for the benefit of the Foundation, which uses them in the above directions. If you wish, you can specify the name of a specific project that you want to support. The balance of funds formed after the realization of a specific project is directed by the Foundation to other projects and is not returned to the benefactor. After reading this condition, you agree that the Foundation reserves the right to redistribute remaining funds to other Foundation’s projects with mandatory reporting of their use, and the amounts of your donations are non-refundable. To receive an individual report on the Foundation's use of charitable contributions, contact us at [iammariupol1@gmail.com](mailto:iammariupol1@gmail.com). Please note that payments through our Site are provided by transferring funds to the Foundation's current account using the Visa and MasterCard payment systems or by a payment service provider that we do not control, namely LiqPay. Once you follow a link to pay with LiqPay, you must comply with the terms of use, privacy policy and other policies of such provider. In no case is the Foundation responsible for the payment data processed by such a provider. To transfer assistance through our Site, you must provide information about yourself. Learn more about how we process your personal data in our Privacy and Data Protection Policy.

### **Volunteers**

If you wish to join the charitable activities of the Foundation, you can become a volunteer. We invite you to help our beneficiaries not only with money, but also with volunteering. To do this, please fill out the form on the Site and choose one of the proposed types of assistance. Our coordinator will contact you using the specified contact details and tell you how and when you can help the Foundation in charitable activities. At your request, the Foundation concludes an appropriate agreement on the implementation of volunteer activities.

### **Third-party services and websites**

When you use sites and services that are not under our control, you must comply with other terms of use and privacy policies. Some functions of the Site, such as making a

charitable payment, involve the use of third-party services and sites that are not under the control of CF "I'm Mariupol". In case of problems, we will make every effort to solve them. However, we are not responsible for the content and functionality that may be offered on such third-party sites or services, or for any loss, damage or other monetary liability incurred as a result of your use of such third-party sites or services. Please note that your use of third-party websites and services is subject to different terms of use and privacy policies. In no case is CO "CF " I'm Mariupol" responsible for personal data processed by third-party sites and services.

### **Content and Intellectual Property**

The Foundation owns the Site and all its content. We grant you certain rights to use the Site and content to the extent provided by these Terms. The site is owned and controlled by the Foundation. All materials of the Site, including texts, images, design, graphics, information, logos, audio and video recordings, interfaces, software, trademarks, trade names and others ("Content"), as well as copyright and other intellectual property rights to such the content belongs to the Foundation or is posted with the consent of the owner. The content, or any of its elements, may not be used without the prior written permission of the Foundation or the respective owners in any manner not provided for in these terms. Subject to your compliance with the provisions of these terms, the Foundation grants you a limited, non-exclusive, revocable license, without the right to sublicense and transfer, to: (i) use the Site from your personal devices under the conditions set forth in this document; and (ii) access and view any content posted on or through the Site solely for your personal, non-commercial use. As a result of downloading or making copies of content, you do not acquire any rights to such content. You may not reproduce, publish, transmit, distribute, modify, create derivative works from, or otherwise exploit the Content for any commercial or illegal purpose without our prior written permission. You agree not to alter or remove any proprietary notices from materials downloaded or printed from the Site. The Foundation may change the terms or revoke this license or stop providing you with access to the content at any time and for any reason without notice. Please note that CO "CF I'm Mariupol" will protect its intellectual property rights by all available means of legal protection, including criminal prosecution for serious offenses.

### **Disclaimer of Warranties and Limitation of Liability**

Our Site operates on an "as is" basis, and we make no promises or guarantees regarding its performance. We are not liable for any loss or damage caused by your use or inability to use the Site or otherwise arising under this agreement. The site of CO "CF "I'm Mariupol" is provided on an "as is" basis. Unless otherwise expressly provided by these Terms or other policies on the Site, the Foundation disclaims all guarantees, to the maximum extent permitted by law, regarding the Site, its functionality and content. The Foundation is responsible for the use of charitable contributions in accordance with the current

legislation of Ukraine. However, we do not make any promises or guarantees, in particular, regarding the accuracy, usefulness, reliability, or correctness of the Site. CO "CF I'm Mariupol" does not guarantee that the operation of the Site will be uninterrupted or secure, that any defects will be corrected, or that the Site does not contain viruses or other harmful elements. The Foundation is not responsible if any information, materials, content available through the Site is inaccurate or incomplete, as well as for typographical errors or deficiencies in the text or other materials. In no case is the Foundation, its founders, employees, contractors or volunteers liable for any direct, indirect, incidental, special, consequential or consequential damages related to the use or inability to use the Site, including, but not limited to, any damages resulting from errors, omissions and interruptions in performance, defects, viruses, even if the Foundation has been informed of the possibility of such damages. The above disclaimers and limitations of liability apply to the maximum extent permitted by applicable law.

### **Compensation for damages**

You are responsible for your use of the Site. If you harm someone else or get into a dispute, we will not be involved in resolving it. To the maximum extent permitted by applicable law, you agree to release from liability, indemnify and defend CO "CF I'm Mariupol", our founders, partners, employees, contractors and volunteers, from any lawsuits, liability, damage, losses and expenses including reasonable legal and accounting expenses, in any way related to or resulting from: your violation of any of the provisions of these Terms, your use / misuse of the Site, content, functions available on the Site, or your violation laws or rights of third parties. You also agree to indemnify the Foundation against any losses and expenses incurred by the Foundation (including the fees or expenses of attorneys, accountants, professional advisors and other experts) in connection with the defense or settlement of disputes arising out of your use of the Site for any illegal or prohibited purposes. We reserve the right to pursue such legal remedies as we deem appropriate, including where you release us from liability. Therefore, you agree to cooperate with us in implementing our strategy to protect your rights.

### **Applicable law and dispute resolution**

This agreement is governed by the laws of Ukraine We hope to resolve all issues amicably, but if a serious dispute arises between us, it should be resolved in a Ukrainian court. Except as provided in these Terms or any other policies, these Terms are written and interpreted in accordance with the laws of Ukraine. If any material on the Site or your use of the Site is contrary to the laws of your location, the Site is not intended for you and we ask you not to use it. It is your responsibility to familiarize yourself with the laws of your jurisdiction and to comply with them. Any dispute, conflict, demand or dispute, directly or indirectly related to the Site or these Terms, in particular, their validity, interpretation or application, must be resolved through peaceful negotiations directly with the team of CO

"CF " I'm Mariupol", respectively to the principles of good faith and cooperation. If it is not possible to reach a consensus through negotiations, the dispute must be resolved exclusively in the courts of Ukraine, in compliance with the rules of jurisdiction, in accordance with the applicable substantive law of Ukraine. All claims must be brought within one (1) year after they arise, unless a longer period is required by applicable law.

### **Electronic messages**

By providing us with your e-mail through the Site, you understand and agree that we may send you messages to the contact information you provide, in particular, notices about updates on the Site; information or materials related to your use of the Site, making charitable contributions and their use, requests for volunteering; information about updates to these Terms. You have the option to opt out of receiving electronic communications from us by following the instructions provided in such communications.

### **Other conditions**

If any provision of these Terms is found to be illegal, invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect. We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations hereunder. A printed version of these Terms is admissible evidence in legal or administrative proceedings arising out of or in connection with the use of the Site, to the same extent and under the same conditions as other business documents and records created and stored in in printed form. We reserve the right to make changes to these Terms at any time. In case of a material change that may affect your use of the Site or your rights as a Site user, we will notify you of such changes within a reasonable period of time before they become effective by posting an appropriate notice on the Site or sending you an electronic message.

### **Contact details:**

If you have any questions or comments about these Terms, the Site or the activities of CF "I'm Mariupol", please contact us:

[iammariupol1@4gmail.com](mailto:iammariupol1@4gmail.com)

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