

Terms of use

Definitions

1. The website is the website of the Charitable Organization "Save the Hero Charitable Foundation", located at the address: <https://savethehero.com.ua/>.
2. The Foundation is a charitable organization "Save the Hero Charitable Foundation", registered in the city of Kyiv at the address: Kyiv, 25-A Simyrenko Street, apartment 193, EDRPOU code: 44872498.
3. Terms is this document which sets the principles and conditions of the Website and its use, the rights and obligations of parties.
4. User is an individual or legal entity which in any way uses the services provided by the Fund through the Website.
5. Donor is a User with full or limited legal capacity who has signed up on the Website and uses it to donate.
6. Account is a record in the automated database of the Website, and which contains the Authorization Data of the User, their personalized information and personal data.
7. Recipient is a person who needs help and for whom the Fund organizes the Fundraising.
8. Donation is the amount of money, which the User provides to the Fund for the purposes of Fundraising.
9. Fundraising is an event that the Fund announces on the Website to raise funds for achieving a certain goal, or for the statutory purposes of the Fund in a broad sense.

General Provisions

1. The Website is the exclusive property of the Fund.
2. The Fund provides Users with an e-mail address: jurii.kislov@gmail.com – intended for communication for Users to send the Fund any questions, suggestions, comments, and information.
3. Any mention in the content of the Terms on notification, information or any other form of contact with the Fund should be understood as sending a message to the e-mail address specified in the previous paragraph.
4. Registration and use of services provided by the Website is voluntary and free of charge.
5. Each User of the Website is obliged to read the Terms and agree to their content.
6. The logo and name of the Website are protected by law and are the property of the Fund. It is forbidden to use the logo or the name of the Website in any way without the consent of the Fund, except for the situations provided by the provisions of the current legislation.
7. The copyright to the graphic elements of the Website and other elements posted by the Fund, as well as access to all content of the Website belongs exclusively to the Fund and third parties with whom the Fund has entered into relevant license agreements. Any copying, reproduction, and distribution of elements of the Website, as well as access to the full content of the Website without a consent of the Fund are prohibited.
8. A User who places an image of a third party on the Website must have the consent of that person to distribute such image within the Website. If this person does not have full legal capacity, his / her legal representative shall give his / her consent.

Technical Conditions Of Use Of The Website, Submission Of Illegal Content, Prohibited Content On The Website

1. Placing illegal content, prohibited content on the Site
2. In order to properly use the services of the Website, including successful registration and login, it is necessary to have: In case of receiving information about the posting on the Website of materials that violate the law, the Fund will immediately block access to them.
3. Users are prohibited from posting on the Website data containing bank account numbers or account details in the PayPal service or other similar services, as well as direct and indirect links to WWW pages indicating such information. In the event of a violation of the prohibition referred to in the previous sentence, the Fund will remove the prohibited data. In addition, the Fund has the right to remove the Account of the User who violated the ban.
4. It is prohibited to post advertising, marketing materials, as well as materials related to promotion on the Website without the prior consent of the Fund, unless otherwise provided in the Terms
5. The Fund has the right to place on the Website advertising, marketing materials for the Fund or third parties.
6. The User placing any materials on the Website, including his image, agrees to the distribution of these materials by the Fund.
7. The Fund declares that the materials posted by it on the Website like the descriptions of the Fundraising may be made by the Fund based on information provided by Users, people requesting help and their relatives. The Fund checks the purpose and amount of the Fundraising. The Fund is not responsible for the opinions, assessments and feelings related to the course of treatment or illness of people requesting help.

Donors – Services

1. The Fund provides the following services:
 - Provides the opportunity to use the Donor's Account
 - Provides an opportunity to make Donations to the Fund
 - Provides an opportunity for Recipients to apply for Fundraising

Fundraising And Transferring Of Donations

1. Fundraising on the Website are published exclusively by the Fund. The Fund may raise fund both independently and in cooperation with other Users.
2. Donations are not refundable except as provided by law.
3. Users may transfer Donations through Financial Intermediation Services or by transfer to the Fund's bank account.
4. In case of transfer of the Donation by wire transfer, the notifications (e-mail) referred to above shall not be sent.
5. The total amount of Donations transferred by Users to this Fundraising is posted on the Site, and this amount is approximate, and it may differ from the total amount of actually transferred Donations, for example, due to possible disruptions in the banking system, or due to incidents with non-response of the payment system.
6. The User may transfer the Donations anonymously or such information may be disclosed to other Users.

Donations For Recipients, Obligations Of The Fund

1. The Fund undertakes to transfer the funds accumulated under the Fundraising for the purposes specified by the Recipient, in accordance with the charter of the Fund. The total amount may be reduced by the amount of the Donation returned to the Users.
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3. The Fund does not charge Users, including Donors, for using the Website.
4. Upon completion of the Fundraising, the Fund publishes on the Website information on spending Donations, as well as other information related to the Fundraising, if the User requested the Fund to publish this information.
5. Information on the status of funds collected within the Fundraising is available on the Website, on the relevant subpage.
6. The Fund shall be released of its obligation referred to in paragraph 1 above if the Recipient loses, in the opinion of the Fund, the necessary transparency for the charitable activities of the Fund or if the Fund receives information that this person conducts criminal activities.
7. The Fund shall be released of its obligation referred to in paragraph 1 in the event of the death of the Recipient.
8. In the cases referred to in paragraph 6, if the Fundraising related to the transferred Donations was held for purposes other than those stipulated in the charter of the Fund, and the Fund would not be aware of this, the Fund will make every effort to provide help to other Recipient in agreement with the Donors who transferred the Donations referred to in Clause 6.

Personal Data

1. All information related to the processing of users' personal data by the Fund is contained in a separate document – Privacy Policy.

Claims

1. Each User has the right to submit a claim regarding the operation of the Website, as well as the performance of duties by the Fund.
2. Claims should be sent to the Fund's e-mail: jurii.kislov@gmail.com, indicating the topic "Claim" or in writing.
3. The Fund will respond to the claim within 30 days from the date of its receipt.
4. The response to the claim will be sent to the User's e-mail specified in the claim, and if the claim was submitted in writing - to the e-mail specified in the letter, or in writing to the address specified in the letter.
5. The Fund declares that claims concerning services provided by third parties, access to which is related to the use of the Website by Users, including those provided by Financial Intermediation Service, are considered by these third parties in accordance with their terms and conditions.

Changes To The Terms

1. The Fund reserves the right to amend the Terms.
2. All changes to the Terms will be published on the Website at least 7 days before the date of entry into force.

Final Provisions

1. The Terms in the current edition are valid from March 24, 2022.
2. The Terms are on the Website.
3. All legal relations not regulated by the Terms are regulated by the current legislation of Ukraine
4. The Parties shall take the necessary measures to ensure that any dispute, disagreement or claim relating to the Terms is settled through negotiations and mutual agreement.
5. If the parties do not reach a mutual agreement on the disputed issues through negotiations, the disputes shall be considered in the competent court in accordance with the current legislation of Ukraine.