This Public Offer for Donations for Charitable Purposes (hereinafter referred to as the Offer) is addressed to an indefinite number of individuals (hereinafter referred to as the Donor) who visit the official website of the Charitable Foundation "Timosha's Smile" (hereinafter referred to as the Organization) on the Internet at (https://timoshas-smile.org) (hereinafter referred to as the Site) and wish to make a charitable donation within the meaning of this public offer (hereinafter referred to as the Charitable Donation Agreement), collectively referred to in the text of the Offer as the Parties, and each individually as a Party.

The text of the Offer is an official proposal of the Charitable Foundation, represented by the head of the foundation, Yuliia Bohdanivna Sanko, who acts on the basis of the Charter, to conclude a charitable donation agreement (hereinafter referred to as the Agreement), the essence of which is set out below.

1. Definitions and Concepts

1.1. Public Offer – a valid proposal by the Organization, posted on the Site, for making a charitable donation, addressed to an unlimited number of persons, including the Donor.

1.2. Acceptance – full and unconditional acceptance of the Public Offer by performing actions to make a money transfer using the payment forms and means posted on the Site, as well as by transferring funds to the Organization's bank account through banking institutions. The moment of Acceptance is the date the funds are credited to the Organization's bank account.

1.3. Charitable Donation – the free transfer of funds by the Donor to the Organization for achieving certain pre-agreed goals, in accordance with the Agreement and the Law of Ukraine "On Charitable Activities and Charitable Organizations."

2. Subject of the Agreement

2.1. The subject of this agreement is the free and voluntary transfer of funds from the Donor to the Organization by making voluntary donations to achieve the statutory goals and activities of the Organization, as well as providing charitable assistance by the Organization in accordance with the Law of Ukraine "On Charitable Activities and Charitable Organizations" and the Foundation's programs.

2.2. The amount and size of charitable donations are determined by the Donor at their discretion.

2.3. The Parties' fulfillment of the terms of the Offer is not intended to generate profit or any benefits for either Party.

2.4. The Parties confirm that generating profit (directly or indirectly) by the Parties is not the subject of the Offer.

2.5. The Donor accepts this Public Offer by making a Charitable Donation.

3. Acceptance of the Offer

3.1. Acceptance of the Offer (acceptance of the terms of the Offer) means that the Donor agrees with all its provisions, is familiar with the Charter of the Organization, which is posted electronically on the Organization's Site, fully understands and agrees with the subject of the Agreement, the purpose, and goals of the public collection of charitable donations, and the right of the Organization to use part of the Donor's Charitable Donation for the Organization's administrative expenses, in an amount not exceeding that provided by the legislation of Ukraine.

3.2. The Donor and the Organization, guided by Art. 207, Part 2 of Art. 639, Arts. 641, 642 of the Civil Code of Ukraine, agree that from the moment of Acceptance of the Offer, the Charitable Donation Agreement is considered concluded.

3.3. The Parties agree that non-compliance with the written form of the Charitable Donation Agreement by the Parties does not invalidate it.

4. Rights and Obligations of the Organization

4.1. The Organization has the right to:

4.1.1. Receive Charitable Donations and use them according to the terms of the Offer and the Charitable Donation Agreement.

4.1.2. Change the direction of the use of charitable donations within the statutory activities of the Organization.

4.1.3. Use part of the Charitable Donation for administrative expenses of the Organization without the Donor's consent, in an amount not exceeding that provided by the legislation of Ukraine.

4.2. The Organization is obliged to:

4.2.1. Create the necessary conditions for the Donor to make a Charitable Donation according to the terms of the Offer.

4.2.2. Use the received charitable donations to achieve the goals provided for by the Organization's Charter.

4.2.3. Keep confidential information (including personal data) received from the Donor and not disclose it to third parties without the Donor's consent, except as provided by the Offer and the current legislation of Ukraine.

5. Rights and Obligations of the Donor

5.1. The Donor has the right to:

5.1.1. Transfer a voluntary charitable donation to the Organization's account in the manner specified in the Agreement.

5.1.2. Contact the Organization to receive a report on the use of charitable donations by the Organization.

5.2. The Donor is obliged to:

5.2.1. Carefully and thoroughly familiarize themselves with all the rules and conditions of the Offer and accept them when making a charitable donation payment, as well as all additional rules governing the relationship between the Parties under the Offer.

6. Place and Duration of Receiving Charitable Donations

6.1. Public collection of donations is carried out in the territory of any country in the world in accordance with Art. 7 of the Law of Ukraine "On Charitable Activities and Charitable Organizations." The direct activities of the Organization related to the public collection of donations under the Agreement are carried out at the location of the Organization.

6.2. Public collection of donations continues until the Organization is liquidated, unless another term is specified by the Organization.

7. Procedure for Making a Charitable Donation

7.1. The Organization provides the Donor with the opportunity to make a Charitable Donation by electronic payment on the Site, by transferring funds to the Organization's bank account (available payment systems: Visa and MasterCard bank cards; Cashapp, Venmo, Zelle, Monobank; international transfer systems: Western Union, MoneyGram, RIA, Meest, Welsend; to the account details in Privatbank; the possibility of payment using cryptocurrencies, including Bitcoin, Ethereum, TRC20, Solana according to current exchange rates at the time of the transaction; also the possibility to send a check to the details). The Donor independently chooses the payment format: one-time or regular (with the possibility to cancel regular payments at any time).

7.2. Payment is considered made by the Donor at the moment of confirmation of a successful transaction by the bank or payment system. All costs related to the payment of sums associated with the transfer of the donation are borne by the Donor.

7.3. The Charitable Donation paid by the Donor is not refundable under any circumstances.

8. Procedure for Using Charitable Donations

8.1. The use of the collected Charitable Donations under the Agreement is carried out in accordance with the goals of the Organization's statutory activities. The Organization disposes of Charitable Donations at its discretion. The received Charitable Donations are not refundable. The liability of the parties for violating the terms of this Agreement or the procedure for using Charitable Donations is provided for by the requirements of the current legislation of Ukraine.

8.2. The Donor or their authorized persons have the right to control the targeted use of the Charitable Donation.

8.3. The procedure for general access to the financial reports of the Organization: Access to the Organization's reports is carried out by contacting the Organization at the email address (timoshas.smile@gmail.com). Other information is provided by the Organization in the manner and within the terms provided by the legislation of Ukraine.

9. Liability of the Parties

9.1. In case of non-fulfillment or improper fulfillment of their obligations under the Offer, the Parties are liable in accordance with the current legislation of Ukraine and the terms of this Offer.

9.2. The Organization is not responsible in case of actions/inactions of third parties, as a result of which the Organization could not fulfill its obligations under the Offer.

10. Confidentiality and Protection of Personal Data

10.1. The Donor, by making the Acceptance, confirms that they are familiar with and consent to the collection and processing of personal data.

10.2. The Organization collects and processes the Donor's personal data to fulfill its obligations under the Offer and in accordance with the Law of Ukraine "On Personal Data Protection."

10.3. The Donor agrees that after entering information about themselves when making a Charitable Donation or subscribing to the Organization's news on the Site, they may receive reports on the results of public collections and the use of charitable donations by the Organization, letters, and messages, including advertising.

10.4. The Organization undertakes not to transfer the Donor's email address and other information to third parties, except as provided by the current legislation of Ukraine.

10.5. The Organization is not responsible for the disclosure of personal data that occurred as a result of illegal actions of third parties or if such disclosure occurred with the Donor's consent.

11. Term of the Offer. Procedure for Making Amendments and Additions

11.1. The Public Offer comes into force from the moment it is posted on the Site and is valid until the Organization is liquidated, unless another term is specified by the Organization. The provisions of this paragraph also apply to additions (changes) to the Offer.

11.2. The Organization has the right to change the terms of the Public Offer without the Donor's consent. The Organization reserves the right to unilaterally change the terms of the Offer at any time, without any restrictions, by publishing a new version of the Offer on the Site.

11.3. The Donor is obliged to independently monitor changes in the terms of the Offer by familiarizing themselves with

the current version. Continuing to make Charitable Donations after the changes means the Donor's consent to such changes.

12. Dispute Resolution

12.1. Disputes and disagreements arising from the execution of the Charitable Donation Agreement concluded under the terms of the Offer shall be resolved through negotiations in writing.

12.2. A claim shall be submitted to the Party in writing by sending a registered letter with acknowledgment of receipt, within no more than 10 (ten) calendar days from the date of the remarks that form the basis of the dispute or disagreement. The claim shall be considered within 10 (ten) calendar days from the date of receipt by the Party to whom it is addressed.

12.3. If it is impossible for the Parties to reach an agreement during written negotiations, the dispute that has arisen shall be resolved in the manner prescribed by the current legislation of Ukraine.

12.4. In all other matters not provided for in this Offer, the Parties shall be guided by the current legislation of Ukraine.

13. Force Majeure

13.1. The Parties are released from liability for non-performance or improper performance of obligations under the terms of the Offer if such non-performance results from force majeure circumstances and their consequences, namely: fires, epidemics, floods, earthquakes or other natural disasters, wars and military actions, strikes, sabotage, accidents, mass unrest and riots, quarantine restrictions, acts of public authorities or administration, international sanctions, etc., which directly affect the performance of the Agreement and arose after its conclusion. In this case, the period for fulfilling obligations under such an Agreement is extended for the duration of these circumstances and their consequences.

13.2. The Party that is unable to fulfill its obligations under the Agreement as a result of force majeure circumstances and their consequences shall, within 15 days, notify the other Party in writing about the beginning or end of these circumstances and provide documentary evidence of their occurrence and existence.

13.3. Failure to notify or late notification of force majeure circumstances deprives the respective Party of the right to refer to these circumstances as grounds for exemption from liability. The Organization's notification of the occurrence of force majeure circumstances may be made, among other things, by posting relevant information on the Site.

13.4. Confirmation of the existence and duration of force majeure circumstances shall be certificates issued by the authorized state authorities of Ukraine.

14. Information about the Organization:

Name of the organization: CHARITABLE ORGANIZATION “CHRISTIAN CHARITABLE FOUNDATION “TIMOSHA'S SMILE”

Legal address: 33010, Rivne region, Rivne city, MAKAROVA STREET (Kulika Gudacheka), building 10/99

EDRPOU code: 43624277

IBAN: UA 66 305299 00000 26009000705161

Bank name: Rivne branch of JSC CB “Privatbank”

MFO: 305299

Offer version dated 07.03.2024

Published on the Site from 20.06.2024