



Terms & Conditions Charitable Foundation “Tabletochki”

Last updated 12 May 2021

Please read these Terms & Conditions of the Charitable Foundation “Tabletochki” (“**Terms**”) carefully prior to using Tabletochki Foundation’s websites (“**Website**”) or donating through them. These Terms contain important information about your legal rights and obligations.

Note, by using the Website, you represent and warrant that you have read, understand, have the legal capacity to, and hereby agree to be legally bound by and comply with these Terms in full. If you do not agree with these Terms, please, do not continue to use the Website.

The "Tabletochki" Charitable Foundation (registration number 38805429, address: 01010, 4/6 Omelianovycha-Pavlenko st., Kyiv, Ukraine), may be referred to as “**Tabletochki**”, “Foundation”, “we”, “us” or “our”, and carries out charitable activities through the Website.

Our collection and use of personal data in connection with your access to and use of the Website is described in our [Privacy Notice](#).

If you have any questions or comments about these Terms & Conditions or the Website, please contact us at info@tabletochki.org. You can also find answers on our Website in the section “[FAQ](#)”.

Table of contents

[Entire agreement](#)

[Programs of help](#)

[Want to help](#)

[Need help](#)

[Volunteers](#)

[Account registration](#)

[Links to third-party websites](#)

[Content and intellectual property rights](#)

[Warranties and Disclaimers, Limitation of Liability](#)

[Indemnification](#)

[Applicable law and jurisdiction](#)

[Electronic communications](#)

[Other terms](#)

[Contact information](#)

Entire agreement

Short version: *This is an important contract between our users and us. By using the Website, you agree to comply with its terms and all applicable laws and regulations. You must be legally capable to enter into this agreement.*

These Terms and any policies, including our [Privacy Notice](#) and any operating rules posted in the Website, constitute the entire legally binding agreement and understanding between you ("you" or "user") and Tabletochki, governing your access to and use of the Website and collection of charitable donations through the Website.

When you use the Website, you hereby declare and warrant that:

- (1) according to your local jurisdiction, you are of legal age and eligible to enter into the Agreement;
- (2) according to your local jurisdiction, you have no restriction to use the Website;
- (3) you comply with these Terms and all applicable laws and regulations.

Programs of help

Short version: *Tabletochki Website is designed for users willing to make a charitable donation or otherwise assist the Foundation, and parents/guardians of children fighting cancer.*

Since 2011, Tabletochki Charity Foundation has been helping Ukrainian families and doctors fight childhood cancer. The Foundation was founded by Olha Kudinenko and Olha Shurupova. The Foundation does not belong to any political party, commercial organization or influential person, and is funded by charitable donations from individuals and legal entities. You can find all the documents of the Foundation on our Website the section ["Foundation reports"](#).

The Website is a tool for implementing following programs:

- [Support to children](#)
- [Support to hospitals](#)
- [Trainings for doctors](#)
- [Children's rights](#)

This Website is intended for users to make a charitable donation (“Donors”) or otherwise assist the Foundation (“Volunteers”), and parents/guardians of children with cancer who need help (“Beneficiaries”).

Want to help

Short version: *You can make a one-time or monthly donation using the Website. The funds received by Tabletochki will turn into help to children fighting cancer. You can find the financial and tax reports on the use of funds on our Website.*

The Website enables users to make charitable donations in favour of the Foundation, which are used in the areas mentioned above. You can make a one-time donation or subscribe for monthly donations for a certain amount, which you can cancel at any time using your Account settings or by filling in the [form](#).

Users can also make charitable contributions in the form of gifts to children, transferring funds for the things we offer. You can find the complete list of such gifts [here](#).

The Foundation does not carry out target fundraising but purchases medicines for certain children at their parents'/guardians' request or for the pediatric hospitals' units (that have signed the cooperation agreement) at the request of hospital administrators. The raised funds are used to purchase medications, supplies, laboratory reagents, and cover diagnostics that are not performed in Ukraine, psychological, palliative, and other care for children with cancer and their families.

The reports on the use of charitable donations are prepared by the Foundation monthly by the end of the month following the reporting one and are published [here](#). Moreover, the Foundation submits to the Tax Inspection an annual report on the use of income (profit) of a non-profit organization, which you can also find [here](#).

Please note that we facilitate payments on our Website through the payment services providers that we do not control, namely LiqPay, Kuna. Once you follow the link for payment, you must abide by the terms of use, privacy policy, and other policies of such providers. We are not responsible for payment data processed by such providers.

You can also make charitable donations through the websites of our partners - [Just giving](#) and [GlobalGiving](#). All funds raised by our partners are transferred to the current bank account of the Foundation or used on behalf of the Foundation to pay for the services of foreign medical institutions provided to the Beneficiaries of the Foundation.

Please note that we do not control the exchange rate and commission that the bank may apply.

To donation through the Website you need to provide personal information. Learn more about how we process your personal data in our [Privacy Notice](#).

Need help

Short version: *Parents/guardians of children under the age of 18 can apply to the Foundation for help in cancer treatment.*

Please note that the Foundation provides charity support exclusively to the citizens of Ukraine under the age of 18 with oncological, oncohematological, hematological, and, in some cases, immunological diseases (to patients who have reached the age of 18 but have not yet reached the age of 19, the Foundation helps only in some individual cases).

Please fill in the [form](#) to apply for help. You will have to provide some mandatory information, including a statement with the precise patient's diagnosis, age and name, etc. You can find the information about the processing of personal data and your rights in this regard in our [Privacy Notice](#).

The form will be processed by a Foundation's employee within 5 business days. You agree that, if necessary, the Foundation's employee may contact you for further clarification.

If the Foundation approves your application, you will have to sign an application for custody and, if necessary, a charitable agreement with the Foundation.

Tabletochki does not guarantee that you will receive the necessary support in full and on time, as this depends on the donations provided by the Donors and the queue of Beneficiaries applying for assistance.

Volunteers

Short version: *If you are willing to help children with cancer using your knowledge, skills, or time, you may become a Foundation volunteer.*

We invite you to help children not only with money but also with volunteering. Nowadays, more than 100 volunteers are helping permanently, including actors, photographers, designers, lawyers, translators, hairdressers, and many other people of various professions.

To become a Foundation volunteer or a hospital volunteer, please fill in the [form](#). Our coordinator will contact you and explain how and when you can help the Foundation. First of all, the Foundation's team will run an on-boarding and, if necessary, provide additional training.

A volunteer agreement with the Foundation may be signed on your request.

If you are not 18 yet, you can also volunteer at the Foundation. To do this, your parents/guardians must give us written consent for your volunteering for the benefit of the Foundation.

Account registration

Short version: *To create an Account, you have to indicate your valid email. You are responsible for your Account and the consequences of its use, as well as for its security.*

You can create a personalized account ("Account") at the time of making a charitable payment by following a [link](#) or on other Foundation's websites. In your Account, you can unsubscribe from your monthly payment, review your payment history and payments status.

We store all the provided information to identify you when you enter your Account. You are obliged to provide accurate, up-to-date, and complete information during registration and to keep your Account information up-to-date. You can read more about the rules of personal data processing in our [Privacy Notice](#).

You cannot share your Account with others. You are responsible for maintaining the confidentiality of your login credentials and for all actions taken through your Account.

You are responsible for complying with all applicable laws, regulations, and rules when using the Website and Account.

If you know or for any reason suspect that someone has gained access to your Account, or that your login information has been lost, stolen, misappropriated, or otherwise hacked, please notify us immediately by email at info@tabletochki.org.

To delete your Account, please email us a request to info@tabletochki.org.

Links to third-party websites

Short version: *You must follow other terms when using such websites or services that we do not control.*

Some features of the Website, for instance, making a charitable donation, may be made available or accessed in connection with third-party services that Tabletochki does not control.

We make every effort to solve all the problems that may occur. However, we are not responsible for the content and functionality of those or any other websites or services, as well as for any losses, damages or other liabilities incurred as a result of your use of any linked websites or services.

You acknowledge that different terms of use and privacy policies may apply to your use of third-party websites, services, and content. Tabletochki is not responsible for the personal data processed by third-party websites and services.

Content and intellectual property rights

Short version: *We own the Website and all of its content. In order for you to use our content, we give you certain rights to it, but you may only use our content in the way we have allowed.*

The Website is owned and controlled by the Foundation. All materials on the Website, including text, images, designs, graphics, information, icons, video, sounds, interfaces, software, trademarks, trade names, etc. (collectively, the “**Content**”), as well as copyright and other intellectual property rights to such Content belong to the Foundation or posted with the consent of the owner.

You are not allowed to use the Content or any of its elements in any way not provided for in these Terms without the prior written permission of the Foundation or owners of the Content.

Subject to your compliance with these Terms, Tabletochki grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license to:

- (i) use the Website on your personal device(s) in the manner provided for in these Terms; and
- (ii) access and view any Content made available in or through the Website for personal, non-commercial use only.

In case you download or copy the Content, no right, title or interest in any downloaded or copied Content is transferred to you as a result of any such downloading or copying. You are not allowed to reproduce, publish, transmit, distribute, modify, create derivative works or otherwise use the Content for commercial or illegal purposes without our prior written permission. You agree not to change or delete any ownership notices from materials downloaded or printed from the Website.

The Foundation reserves the right to alter or revoke this license or cease your access to the Content at any time and for any reason without prior notice. You are also advised that we are determined to enforce our intellectual property rights to the fullest extent of the law, including through civil remedies and criminal prosecution.

Warranties and Disclaimers, Limitation of Liability

Shot version: *This Website is provided to you “as is”, and we make no promises or guarantees about it. We will not be liable for damages or losses arising from your use or inability to use the Website or otherwise arising under this agreement.*

This Website is provided to you “as is”. Other than as expressly set out in these Terms or any of our policies on the Website, Tabletochki disclaims all warranties regarding the Website, its features and content to the fullest extent permitted by law.

The Foundation is responsible for the use of charitable donations in accordance with the current legislation of Ukraine.

We are not making any promises of any kind, including about the Website’s accuracy, usefulness, reliability, and validity. Tabletochki does not guarantee that the Website will be uninterrupted or secure, that any defects will be corrected, or that the Website is free of viruses or anything else harmful.

The Foundation is not responsible if any information, materials, content available through the Website are inaccurate or incomplete, as well as for typographical errors or omissions in texts or other materials.

In no event shall Tabletochki, its founders, employees, contractors, or volunteers be liable for direct, indirect, incidental, special, punitive, or consequential damages related to any use or inability to use the Website, including, without limitation, any damages caused by mistakes, omissions, interruptions, defects, viruses, even if the Foundation has been advised of the possibility of such damages.

The foregoing limitations of liability do not apply to the extent prohibited by law.

Indemnification

Short version: *You are responsible for your use of the Website. If you harm someone else or get into a dispute with someone else, we will not be involved.*

You agree to defend, indemnify and hold harmless Tabletochki, our partners, employees, contractors, and volunteers from and against any and all claims, responsibility, damages, losses, and expenses, including reasonable legal and accounting expenses, arising from: (i) any breach by you of any of these Terms, (ii) your use/misuse of the Website, content or features available through the Website or (iii) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You also agree to reimburse Tabletochki for any damage, loss, cost, or expense the Foundation incurs (including fees or costs of attorneys, accountants, professional advisors, and other experts incurred in connection with the defense or settlement of the foregoing) because of your use of the Website for any unlawful or prohibited purpose.

We reserve the right to handle our legal defense however we see fit, including instances when you are indemnifying us. Therefore, you agree to cooperate with us, so we execute our strategy.

Applicable law and jurisdiction

Short version: *This agreement is governed by the laws of Ukraine. We hope to resolve all the issues by peaceful means, but in case a serious dispute arises between us, it must be resolved in the national court of Ukraine.*

Except as otherwise set forth in these Terms or any policies, these Terms shall be exclusively governed by and construed in accordance with the laws of Ukraine.

If any material in the Website or your use of the Website is contrary to the laws of the place where you are when you access it, the Website is not intended for you, and we ask you not to use it. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

Any dispute, conflict, claim or controversy directly or indirectly arising out of or in connection with the Website or these Terms, including those relating to its validity, its construction, or its enforceability, shall be resolved by means of amicable negotiations directly with Tabletochki team in accordance with the principles of good faith and cooperation. If the negotiations may not reach the consensus, the dispute shall be settled exclusively in the state courts of Ukraine, subject to its jurisdiction rules, with the applicable substantive law of Ukraine.

All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law.

Electronic communications

By providing your email via the Website, you understand and agree that we may send you via the provided contact details the communications, including (i) notifications on Website updates; (ii) information or materials regarding your use of the Website, making charitable donations, and their further use by the Foundation; (iii) information on these Terms updates.

You may unsubscribe from receiving these emails from us by following the instructions provided in such communications.

Other terms

If any provision of these Terms is determined to be unlawful, void, or unenforceable, the remaining provisions of these Terms will continue to be fully valid and enforceable.

We may transfer our rights and obligations under these Terms to a third party, but this will not affect your rights or our obligations under these Terms.

A printed version of these Terms shall be admissible in judicial or administrative proceedings based on or related to the use of the Website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

We reserve the right, at any time at our sole discretion, to modify these Terms. In case of material changes affecting your use of the Website, we'll notify you prior to the changes' effective date by posting a notice on the Website or sending you an email.

Contact information

If you have any questions or comments about these Terms & Conditions, the Website, or activities of Tabletochki, please contact us by:

info@tabletochki.org

+380 67 464 87 74

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Disclaimer: The original, legally binding version of this document is written in Ukrainian and may be translated into other languages for the courtesy of our non-Ukrainian-speaking users. If there are any discrepancies between the Ukrainian version and a translated version, the Ukrainian version supersedes the translated version.