



Terms of Use of the Websites of the Tabletochki Foundation

Last updated: January 15, 2025

Thank you for your interest in the activities of the Tabletochki Foundation. Please review these Terms of Use of the websites of the Tabletochki Foundation (hereinafter referred to as the "**Terms**") carefully before using these websites or making online charitable donations to the benefit of the Foundation through such websites (hereinafter referred to as the "**Site**"). These Terms contain important information about your rights and obligations. We have attempted to avoid complex legal terms, but some traditional legal formulations, essential for such documents, remain as this is a legally binding agreement between you and the Tabletochki Foundation.

By using the Site on which these Terms are posted, you confirm that you have read, understand, and agree to fully comply with these Terms. If you do not agree to these Terms, please refrain from using this Site.

The terms "Tabletochki," "Foundation," "we," "us," or "our," as used in these Terms, refer to the Tabletochki Charitable Foundation, a non-profit organization (registered under EDRPOU code 38805429, address: 01010, Kyiv, 4/6 Omelyanovycha-Pavlenka St., 14th floor), which carries out charitable activities, including through the Site.

The collection and use of personal data in connection with your use of the Site are carried out in accordance with our [Privacy Policy](#).

If you have any questions or comments regarding these Terms or the Site, please contact us at info@tabletochki.org. You can also find answers to your questions in the ["FAQ"](#) section on our website.

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Full Agreement

Short Version: *These Terms are an agreement between us and our users. By using this Website, you agree to comply with these terms and all applicable laws and regulations. You also confirm that you are legally competent.*

These Terms, along with any rules published on the Website, including our [Privacy Policy](#), constitute the full legally binding agreement between you ("you" or "user") and the Tabletochki Foundation, governing your use of the Website and the collection of charitable contributions through the Website.

By using the Website, you declare and confirm that:

1. You are legally competent and have the capacity to enter into this agreement under the laws of your country;
2. The laws of your country do not restrict your use of the Website;
3. You comply with these Terms and applicable legal requirements.

Activity Directions of the Tabletochki Foundation

Short Version: *The Tabletochki Foundation website is intended for users who wish to make a charitable donation or assist the Foundation in other ways, as well as for parents/guardians of children undergoing cancer treatment who need support.*

Since 2011, Tabletochki Charitable Foundation has been helping Ukrainian families fight cancer daily and aiding doctors in saving the lives of children battling this disease. The founders of the Foundation are Olga Kudinenko and Olga Shurupova. The Foundation is not affiliated with any political parties, commercial organizations, or influential individuals and is financed by charitable donations from individuals and legal entities, as well as grants and contributions from international charitable organizations. All Foundation documents are available on our website in the ["Reports and Documents"](#) section.

The Tabletochki Foundation's websites are tools for conducting charitable activities in the following areas:

- Assistance to Children
- Assistance to Hospitals

- Education for Medical Professionals
- Children's Rights

The website is intended for users who want to make a charitable donation ("Donors"), create their own fundraising campaigns to support the Foundation ("Volunteer Fundraisers"), assist the Foundation in other ways ("Volunteers"), as well as for parents/guardians of children undergoing cancer treatment who need assistance ("Beneficiaries").

I Want to Help

Brief version: *You can make one-time and monthly charitable donations to the Foundation via the Website. The funds received by the Foundation are transformed into assistance for children. You can review the financial and tax reports on the use of funds in the ["Foundation's Reports"](#) section of the Website.*

Using the Website, users can make charitable donations to the Foundation, which utilizes them for the aforementioned purposes. To do this, you need to fill out the appropriate form on our websites, after which your Personal Account will be automatically created (you can find more detailed information about creating a Personal Account in the "Personal Account" section of these Terms).

You can make a one-time donation or subscribe to a monthly payment for an amount that is comfortable for you in the ["Help children fighting cancer"](#) section. You can also join the community of regular donors on the ["Superdruzi"](#) website. The first deduction of the amount you choose will occur on the date you select. After that, within the subscription, the contribution will be automatically deducted monthly. You can cancel the subscription at any time via the Personal Account settings or by filling out a form.

To change the card used for regular donations or to modify the deduction date, you need to cancel the current subscription and create a new one.

Users can also make charitable donations in the special "Gift Shop" on the website, where each "gift" corresponds to a specific amount and specific help for children — it transforms into crucial medicines, procedures, or examinations. You can review the full list of such "gifts" via the [link](#).

Additionally, users can support fundraisers organized by Volunteer Fundraisers for the Fund on the "[Super.Tabletochki](#)" website by making a charitable donation anonymously (user data will not be displayed on the site) or publicly, and, if desired, leave a comment available to all site users. You can view the full list of open fundraisers via the [link](#). More detailed information about organizing fundraisers by Volunteer Fundraisers can be found via the [link](#) or in the "Fundraising" section of these Terms.

The Foundation does not conduct targeted fundraising but instead provides assistance to specific children at the request of their parents/guardians or to departments that have signed a memorandum of cooperation, based on an application from the department head. The funds raised by the Foundation are directed towards purchasing medicines, consumables, laboratory reagents, paying for examinations, psychological and palliative support, social rehabilitation, accommodation in outpatient apartments near hospitals, and other assistance for families facing pediatric cancer. Furthermore, the Foundation systematically supports Ukrainian pediatric oncology departments: it purchases medicines, consumables, reagents, and equipment, conducts repairs, and improves conditions for patients and medical staff. Additionally, Tabletochki facilitates the professional development of doctors and nurses in pediatric oncology and protects the rights of children with cancer at the state level.

Reports on the use of charitable donations are regularly prepared by the Foundation after each reporting period and published via the [link](#). Additionally, the Foundation annually submits a report on the use of income (profits) of a non-profit organization to the tax authorities, which is also [available on our Website](#).

Please note that payments made through our Website are processed by a payment service provider, LiqPay, which we do not control. When you follow the payment link, please adhere to the terms of use, privacy policy, and other policies of this provider. The Foundation is not responsible for payment data processed by such a provider.

You can also make charitable donations via our partner website, [GlobalGiving](#). All funds our partners raise are transferred to the Foundation's bank account.

Please note that we do not influence the exchange rate or commission fees that may be applied by the bank.

To make a donation through our Website, we ask you to provide information about yourself. Learn more about how we process your personal data in our [Privacy Policy](#).

Volunteer Fundraising

Short Version: *If you or your company intends to organize an event (birthday, wedding, educational activity, charity fair, etc.) and thereby contribute to helping children undergoing cancer treatment, you can create your own charity fundraiser for their benefit on our ["Super.Tabletochki"](#) website.*

We aim to make helping children an inspiring experience for you, your friends, and acquaintances, encouraging dozens and hundreds of others to join good deeds. To achieve this, we invite you to create your own fundraising campaign and bring children closer to recovery.

To create your fundraiser (become a "Volunteer Fundraiser"), please register via the [link](#), following the instructions and recommendations [available there](#).

If you are acting on behalf of a legal entity, you guarantee that you have the appropriate authority and permission to use information about this legal entity on its behalf (trademark, name, logo, etc.) and agree to confirm this authority upon the Foundation's request.

All fundraisers and related information about your campaign are publicly available via a [link](#).

All donations received through the fundraiser you created go directly to the Foundation's account and are distributed as quickly as possible according to the needs of the Foundation's beneficiaries. After the fundraiser ends, at the end of the reporting period, you can check what assistance the Tabletochki Foundation's beneficiaries received, particularly thanks to the funds raised through your campaign page. General reports on the use of charitable donations for each reporting period are published via the [link](#).

You can find detailed conditions for creating your own fundraiser or supporting one already published on ["Super.Tabletochki"](#) via the [link](#).

Information about how we process provided personal data and your rights regarding this is available in our [Privacy Policy](#).

Need help?

Short version: *Parents/guardians of children under 18 who require assistance in fighting cancer can apply for help from the Foundation.*

Please note that the Foundation provides assistance to Ukrainian citizens under 18 years old (with some exceptions for young adults up to 25 years old) who have cancer, hematological diseases (excluding hereditary coagulopathies), and certain other life-threatening illnesses (including immunodeficiencies and metabolic diseases requiring stem cell transplantation).

To apply for assistance from the Foundation, please fill out the form at the provided [link](#). The form requires mandatory information, including a medical report with a precise diagnosis, the patient's age and name, and more. Information on the processing of personal data and your rights regarding this can be found in our [Privacy Policy](#).

The form will be processed by Foundation staff within two business days. By submitting the form, you agree that, if necessary, a Foundation staff member may contact you for additional clarifications.

After processing your form, the Foundation will ask you to submit an application for your family to acquire beneficiary status with the Foundation.

The application for beneficiary status enables families to receive charitable assistance in the form of services, goods, funds, and other benefits under the Foundation's charitable programs and projects. The application must include documents that identify the beneficiary, confirm the diagnosis, and create a profile in the system (e.g., a copy of the child's birth certificate, a copy of the parent or official representative's passport, a copy of the tax ID, a copy of the medical report with the diagnosis, etc.). Consent for personal data processing, photo and video recording, and material usage is also required.

The application may be submitted by a parent/official representative of the child with cancer or the patient themselves (if they are 18 years or older). Beneficiary status with the Foundation applies not only to the child but also to the entire family, including parents, siblings, etc.

Once the family has acquired beneficiary status, separate applications can be submitted for each type of assistance (e.g., for medications or financial support; a detailed [list of available assistance](#) can be found at the link). Some types of assistance are provided automatically (e.g., participation in Foundation events).

Unfortunately, the Foundation cannot guarantee that you will receive the necessary assistance in full or within specific timeframes, as it does not receive state subsidies and provides assistance funded by charitable donations and grants. The scope of assistance we can offer families depends directly on the support of donors.

Volunteers

Brief version: *If you wish to help children undergoing treatment for oncology with your knowledge, skills, or time, you can become a volunteer for the Foundation.*

We invite you to assist children not only financially but also through volunteering. Today, approximately 80 regular volunteers are helping children: animators, photographers, designers, lawyers, translators, hairdressers, and many other professionals.

To become a volunteer for the Foundation (including a hospital volunteer), please complete the application form via the provided [link](#). The form requires mandatory information about yourself. You can learn more about how we process your personal data in our [Privacy Policy](#).

Our coordinator will contact you using the provided contact information and explain how and when you can assist the Foundation in its charitable activities. First, the Foundation staff will conduct an introductory briefing and, if necessary, provide additional training.

Upon request, the Foundation can formalize an agreement for volunteering activities.

Anyone aged 18 or older, who does not have illnesses that could be dangerous for oncology patients and has passed an interview, can become a volunteer, provided they meet other requirements specified in the [link](#).

If you are under 18, you can also become a volunteer. For this, your parents/official guardians must provide written consent for your volunteering for the Foundation.

Volunteering is voluntary and is provided free of charge on a charitable basis.

Partners

Short version: *If your company wants to help children undergoing cancer treatment, has an idea for an initiative, or wishes to collaborate with the Foundation to contribute to its charitable activities, we will be glad to have you among our partners.*

Partnership is one of the core values of the Foundation, forming the basis of our work. Through close cooperation with doctors, the Ministry of Health, international and public organizations, business partners, and donors, we strive to ensure that Ukrainian children with cancer recover.

We invite you to contribute to the fight against childhood cancer and become a partner of the Foundation. To do so, please fill out the form via the provided [link](#) or contact us using the details listed in the "[Partnership Forms](#)" section. Information you share about the partnership may include your personal data or personal data of third parties (e.g., your employees, partners, or clients). You can learn more about how we process the provided personal data and your rights in our [Privacy Policy](#).

If you are acting on behalf of a legal entity, you guarantee that you have the appropriate authority and permission to use information about this legal entity on its behalf (trademark, name, logo, etc.) and agree to provide confirmation of these powers upon the Foundation's request.

We offer various partnership formats. A list of the proposed partnership formats is available in the "[Partnership Forms](#)" section. You can also propose your own idea for an initiative or collaboration by filling out the form via the provided [link](#). After submitting the form, our colleagues from the fundraising department will contact you to discuss the project details.

Professional Development for Healthcare Workers

Short version: *If you are a medical professional and wish to collaborate with the Foundation by providing comments and consultations on current needs and challenges, or if you are interested in professional development, internships at medical*

institutions, participation in educational events, receiving advisory support, and information about educational opportunities, please [subscribe to the mailing list](#) from the Program for Support and Continuous Professional Development of Medical Personnel.

The support and professional development of medical personnel is a strategic project of the Foundation because healthcare professionals are the driving force behind changes in the treatment of childhood cancer. That is why the Tabletochki Foundation provides access to up-to-date knowledge for medical professionals working with pediatric oncology and hematology.

Receive notifications about new educational opportunities quickly and conveniently. Subscribe to our mailing list from the Program for Support and Continuous Professional Development of Medical Personnel by filling out the form via the provided [link](#) or emailing us at education@tabletochki.org.

We not only select interesting and useful educational opportunities for you but also offer a convenient way to learn about them.

Through our mailing list, you will receive information about:

- English language courses provided by the Foundation;
- International educational events;
- Scholarships/grants for training (from the Foundation or other organizations);
- Educational events in Ukraine (from the Foundation or other organizers);
- New translations of foreign treatment protocols, scientific and educational materials in the field of pediatric oncology (translations provided by the Foundation).

You can find information about how we process the personal data you provide and your rights regarding this in our [Privacy Policy](#).

Personal Account

Short version: *When creating a Personal Account, please provide a valid email address and other required information to complete the form. We ask that you use your Personal Account responsibly and ensure its security. We also hope you understand the implications of its use. You can create a personalized account (“Personal Account”) by completing the respective form on the*

[“Super.Tabletochki”](#) website and generating a strong password. Additionally, a Personal Account is automatically created after making a donation on any of the Foundation's websites.

Furthermore, a Personal Account is automatically created when you make a one-time charitable payment or subscribe to a monthly donation of a specific amount via the provided [link](#) or other Foundation sites and pages, including the [“Need Help”](#) page, the [“SuperFriends”](#) site, the [“Gift Shop”](#) site, or by supporting any fundraiser on the [“Super.Tabletochki”](#) website. We will send an email to the address you provided with information about your Personal Account creation and an automatically generated password, which you can change through your Personal Account (we recommend doing so immediately for your safety!).

In your Personal Account, you can cancel your monthly payment subscription at any time (automatic cancellation is available for subscriptions created after 2019), view your payment history, and check their status.

When creating a Personal Account on the [“Super.Tabletochki”](#) website on behalf of a legal entity, you guarantee that you have the authority to legally bind such an entity and grant us all permissions and licenses required under these Terms, as well as disclose information about this legal entity in your profile.

All the information you provide is stored for your identification when accessing the Personal Account. We request that you provide accurate, up-to-date, and complete information during registration and keep your Personal Account information current at all times. You can find more details about our personal data processing rules in our [Privacy Policy](#).

We ask that you do not share or allow others to use your Personal Account. Please take responsibility for safeguarding the confidentiality of your login credentials, as you are responsible for all actions performed using your Personal Account.

You are also responsible for ensuring that your use of the Site and Personal Account complies with applicable laws, regulations, or other legal provisions.

If you become aware or have reason to suspect that someone has gained access to your Personal Account, or if your login credentials have been lost, stolen, unlawfully obtained, or your Personal Account has been compromised in any way, please notify us as soon as possible via email at support@tabletochki.org.

To delete your Personal Account, use the dedicated setting in the Personal Account or send us a request via email at support@tabletochki.org.

Third-Party Services and Websites

Short version: *When using sites and services that we do not control, please adhere to their respective terms of use and privacy policies.*

Some features of the Site, such as making a charitable payment, involve the use of third-party services and websites that Tabletochki does not control.

In case of any issues, we will make every effort to resolve them. However, we are not responsible for the content and functionality offered on such sites or by such third-party services, nor for any damages, harm, or other financial liabilities arising from your use of these third-party sites or services.

Please note: When using third-party sites and services, different terms of use and privacy policies apply. Tabletochki is not responsible for personal data processed by these sites and services.

Content and Intellectual Property

Short version: *The Foundation owns the Website and all its content. We grant you certain rights to use the Website and its content as outlined in these Terms.*

The Website is owned and controlled by the Foundation. All materials on the Website, including texts, images, designs, graphics, information, logos, audio and video recordings, interfaces, software, trademarks, trade names, and other elements ("Content"), as well as copyright and other intellectual property rights to such Content, belong to the Foundation or are posted with the owner's consent.

The Content, or any of its elements, may not be used in any way not specified in these Terms without prior written permission from the Foundation or the respective owners.

Subject to your compliance with these Terms, the Foundation grants you a limited, non-exclusive, revocable license, without the right to sublicense or transfer, to:

- (i) Use the Website on your personal devices under the conditions specified in this document;
- (ii) Access and view any Content posted on or through the Website solely for personal, non-commercial use.

Downloading or creating copies of the Content does not grant you any rights to such Content. You may not reproduce, publish, transmit, distribute, modify, create derivative works from, or otherwise use the Content for commercial or unlawful purposes without our prior written permission. You agree not to alter or remove any proprietary notices from materials downloaded or printed from the Website.

The Foundation may amend the terms or revoke this license or terminate your access to the Content at any time and for any reason without prior notice. Please note that Tabletochki will protect its intellectual property rights using all available legal means, including criminal prosecution for serious violations.

Disclaimer of Warranties and Limitation of Liability

Short version: *Currently, our Website operates under the challenges of today. Due to potential threats such as DDoS attacks and failures of related systems, which may cause disruptions in the Website's operation, we cannot guarantee its uninterrupted functionality. While we make every possible effort to ensure our Website runs smoothly and without errors, we cannot promise a 100% flawless outcome. We also bear no responsibility for losses or damages caused by your use of or inability to use the Website or that otherwise arise under this agreement. However, we will do everything possible to avoid such issues within our area of control.*

The Tabletochki Foundation's Website operates under current conditions, which carry certain risks. Unless explicitly provided otherwise by these Terms or other policies on the Website, the Foundation disclaims all warranties to the fullest extent permitted by law regarding the Website, its functionality, and content.

The Foundation is responsible for the use of charitable donations in accordance with the applicable laws of Ukraine.

At the same time, we cannot provide absolute guarantees, particularly concerning the accuracy, usefulness, reliability, or correct functioning of the Website. Tabletochki cannot guarantee that the Website will operate uninterrupted or securely, that any defects will be corrected, or that the Website is free of viruses or other harmful elements. Nevertheless, we will make every effort to prevent these issues if they fall within our authority.

The Foundation is not liable if any information, materials, or content available on the Website is inaccurate or incomplete, nor for typographical errors or shortcomings in text or other materials.

Additionally, the Foundation, its founders, employees, contractors, or volunteers are not liable for direct, indirect, incidental, special, punitive, or consequential damages related to the use or inability to use the Website, including any damages resulting from errors, omissions, interruptions, defects, viruses, even if the Foundation has been advised of the possibility of such damages.

The above provisions regarding the disclaimer of warranties and limitation of liability apply to the fullest extent permitted by applicable law.

Indemnification

Short version: *Please note that you are responsible for using the Site. If you cause harm to someone or get into a dispute, you acknowledge and agree to release the Tabletochki Foundation from claims, demands, liabilities, expenses, or damages arising from such disputes or otherwise connected to them.*

To the fullest extent permitted by applicable law, you agree to indemnify, hold harmless, and defend Tabletochki, our partners, employees, contractors, and volunteers from any claims, liabilities, damages, losses, and expenses, including reasonable legal and

accounting fees, in any way related to or arising out of: (i) your violation of any provision of these Terms, (ii) your use or misuse of the Site, its content, features, or functionalities available on the Site, or (iii) your violation of laws or third-party rights.

You also agree to compensate the Foundation for any damages and expenses incurred by the Foundation (including fees or costs for lawyers, accountants, professional advisors, and other experts) in connection with defending or settling disputes that arise from your use of the Site for any unlawful or prohibited purposes.

We reserve the right to choose the methods of legal protection we deem necessary, including in cases where you indemnify us. Accordingly, you agree to cooperate with us in implementing our strategy to protect our rights.

Governing Law and Dispute Resolution

Short version: *This agreement is governed by the laws of Ukraine. We believe that all issues can be resolved amicably. However, if negotiations fail to achieve consensus, disputes must be resolved in Ukrainian courts.* Except as otherwise provided in these Terms or any other policies, these Terms are written and interpreted in accordance with Ukrainian law.

If any material on the Site or your use of the Site contradicts the laws of your place of residence, please refrain from using it. Please note that it is your responsibility to familiarize yourself with and comply with the laws of your jurisdiction.

Any dispute, conflict, claim, or controversy directly or indirectly related to the Site or these Terms, including their validity, interpretation, or application, must be resolved through peaceful negotiations directly with the Tabletochki Charity Foundation team in accordance with the principles of good faith and cooperation. If consensus cannot be achieved through negotiations, the dispute must be resolved exclusively in Ukrainian courts, following the jurisdictional rules and in accordance with the applicable substantive law of Ukraine.

All claims must be filed within one (1) year of their occurrence, unless applicable law requires a longer period.

Email Communications

By providing us with your email address through the Site, you understand and agree that we may send messages to the contact details you have provided, including: (i) notifications about updates on the Site; (ii) information or materials related to your use of the Site, making charitable donations, and their usage; (iii) information about updates to these Terms.

You have the option to opt-out of receiving email communications from us by following the instructions provided in such messages.

Other Terms

If any provision of these Terms is found to be illegal, invalid, or unenforceable, the remaining provisions of these Terms shall remain in effect and enforceable.

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

A printed version of these Terms shall be admissible as evidence in any judicial or administrative proceeding arising out of or related to the use of the Site, to the same extent and under the same conditions as other business documents and records originally created and maintained in printed form.

We reserve the right to make changes to these Terms at any time. In the event of significant changes that may affect your use of the Site or your rights as a user of the Site, we will notify you of such changes by posting an appropriate notice on the Site or sending you an email. In any case, the updated version of these Terms will become effective as of the date of their publication on the Site.

Contact Information

If you have any questions or comments regarding these Terms, the Website, or the activities of the Tabletochki Foundation, please contact us at:

info@tabletochki.org

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