

Terms of Use for the Websites of the CHARITABLE ORGANIZATION «CHARITABLE FOUNDATION «Kyiv Mohyla Foundation of Ukraine»

Please carefully review these Terms of Use (hereinafter referred to as "the Terms") for the websites of the CHARITABLE ORGANIZATION «CHARITABLE FOUNDATION «Kyiv Mohyla Foundation of Ukraine» before using websites of the CHARITABLE ORGANIZATION «CHARITABLE FOUNDATION «Kyiv Mohyla Foundation of Ukraine» or making charitable contributions to the Foundation online through such websites (hereinafter referred to as "the Websites"). These Terms contain important information about your rights and obligations. Note, by using the Websites (including the Website where these Terms are posted), 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 CHARITABLE ORGANIZATION «CHARITABLE FOUNDATION «Kyiv Mohyla Foundation of Ukraine» (legal entity code 44997419, located at the address: 6, Skovorody Street, office 45, 04070, Kyiv, Ukraine) may be referred to as "Kyiv Mohyla Foundation", "Foundation", "we", "us" or "our", and carries out charitable activities through the Websites. The collection and use of personal data and other confidential information in connection with your use of the Websites are carried out in accordance with our Privacy Policy.

Entire agreement

This is an agreement between our users and us. By using the Websites, you agree to comply with its Terms and all applicable laws and regulations. You must be legally capable of entering into this agreement.

These Terms and any rules published on the Websites, including our Privacy Policy, constitute the entire legally binding agreement between you ("You" or "User") and the Foundation that regulates your use of the Websites and the provision of charitable assistance through the Websites.

When you use the Websites, you hereby declare and confirm that:

- (1) in accordance with the laws of your country, you are legally capable and have the right to enter into this agreement;
- (2) the laws of your country do not restrict you from using the Websites;
- (3) you comply with these Terms and relevant legal requirements.

Activity of the Kyiv Mohyla Foundation

The Websites of the Kyiv Mohyla Foundation serve as a tool for carrying out charitable activities with the aim of providing charitable assistance to support the legitimate interests of the National University of Kyiv-Mohyla Academy (hereinafter referred to as the "Academy"), its academic and administrative staff, applicants, students, post-graduate students and alumni, as well as providing assistance in charitable activities defined by the Charter, the development, and support of these areas in the public interest.

The Websites are intended for users who wish to provide charitable assistance ("Donors") or otherwise assist the Foundation ("Volunteers").

For Donors

You can make one-time or regular charitable contributions using the Websites.

Through the Websites, users can provide charitable assistance to the Foundation, which uses it to support the legitimate interests of the Academy. You can make a one-time charitable contribution or set up regular donations for a specific amount. Reports on the use of charitable assistance are published on the Foundation's websites.

Please note that payments through our Websites are facilitated by payment service providers that

we do not control, namely: LiqPay. When you click on a link to make a payment, you should agree with the terms of use, privacy policy, and other policies of such providers. The Foundation bears no responsibility for payment data processed by such providers. Please be aware that we do not control the exchange rate and fees that a bank may apply.

To make a contribution through our Websites, you will need to provide information about yourself. Learn more about how we process your personal data and other confidential information in our Privacy Policy.

For Volunteers

If you wish to assist the Foundation with your knowledge, skills, or time, you can become a volunteer.

To become a volunteer for the Foundation, please contact us by sending an email to Foundation@ukma.edu.ua.

Third-party services and websites

When using websites and services that we do not control, you should agree with their terms of use and privacy policies.

Some features of the Websites, such as making charitable donations, may involve the use of third-party services and websites that the Foundation 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 websites or third-party services, nor for any damages, harm, or other financial liabilities that may result from your use of such third-party websites or services. *Please note that different terms of use and privacy policies apply to your use of third-party websites and services.* The Foundation does not bear responsibility for personal data and other confidential information processed by third-party websites and services.

Content and intellectual property rights

The Foundation owns the Websites and all of their content. In order for you to use our Websites and their content, we give you certain rights to it, but you may only use our content in the way allowed by these Terms.

The Websites are owned and controlled by the Foundation. All materials on the Websites, including texts, images, design, graphics, information, logos, audio and video recordings, interfaces, software, trademarks, trade names, and others ("Content"), as well as copyrights and other intellectual property rights to such Content, belong to the Foundation or are posted with the agreement 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, except as provided by these Terms.

If you comply with the provisions of these Terms, the Foundation grants you a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to: (i) use the Websites from your personal devices under the terms specified in this document; and (ii) access and view any Content posted on the Websites or through the Websites exclusively for personal, non-commercial use.

By downloading or making copies of the Content, you do not acquire 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 modify or delete any copyright notices from materials downloaded or printed from the Websites. The Foundation may change the terms or revoke the license or terminate your access to the Content at any time and for any reason without prior notice. Please note that the Kyiv Mohyla Foundation will protect its intellectual property rights through all available means of legal protection, including reporting to law enforcement authorities with a statement of a criminal offence (for serious offences).

Compensation for Damages

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

Within the maximum limits allowed by the current law, you agree to release from liability, indemnify, and defend the Foundation, our partners, employees, contractors, and volunteers against any claims, liabilities, damages, losses, and expenses, including reasonable legal and accounting costs, arising in any way or resulting from: (i) your violation of any provisions of these Terms, (ii) your use/misuse of the Websites, Content, or options available on the Websites, or (iii) your violation of laws or the rights of third parties.

You also agree to indemnify the Foundation for any damages and expenses incurred by the Foundation (including fees or expenses for lawyers, accountants, professional advisors, and other experts) related to the defence or settlement of disputes arising from your use of the Websites for any unlawful or prohibited purposes.

We reserve the right to choose legal remedies that we consider necessary, including cases where you release us from liability. Therefore, you agree to cooperate with us in implementing our strategy for protecting your rights.

Electronic communications

By providing us with your email address through the Websites, you understand and agree that we may send you messages to the contact information you have provided, including (i) notifications of updates on the Websites; (ii) information or materials related to your use of the Websites, the provision of charitable assistance, and its use; (iii) information regarding updates to these Terms.

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

Other terms

The printed version of these Terms is admissible as evidence in a judicial or administrative proceeding arising from or related to the use of the Websites to the same extent and under the same conditions as other business documents and records that were created and maintained in printed form.

We reserve the right to make changes to these Terms at any time. In the event of a significant change that may affect your use of the Websites or your rights as a user of the Websites, we will notify you of such changes in a timely manner before they take effect by publishing a notification on the Websites or sending you an electronic message.

Contact information

If you have encountered any difficulties while using the Websites, please contact us by sending an email to Foundation@ukma.edu.ua. We will try to resolve the issue that is impeding your interaction with the Websites.