



NPO Gift to an Angel Charitable Foundation, TIN – 9705083059, Moscow, Russia  
tel. +7-499-394-51-58, <http://podarokangelu.com/>, e-mail: [deti@podarokangelu.com](mailto:deti@podarokangelu.com)

## Offer of Automatic (Recurrent) Payment Service



Gift to an Angel Charitable Foundation (hereinafter – the «Beneficiary» or CF “Gift to an Angel”) pursuant to article 435 of the Russian Federation Civil Code offers to private individuals to accept this Offer of Automatic Payment Service under the following terms and conditions.

The Agreement is considered concluded and effective from the moment when the individual has performed the actions stipulated in the Offer and constituting unconditional joining to all terms of the Offer without any exceptions or limitations.

### Terms and Definitions

Issuing Bank is a credit organization, which performs activities on bankcards emission and/or issuing to the Payers on a contractual basis.

Acquiring Bank is a credit organization, which carries out operations of bankcard transactions.

Payment Card, Card is a payment tool, which is a form of cashless transactions intended for the Payer to execute operations with monetary funds kept by the Issuing Bank based on a contract between the Issuing Bank and the Payer.

Payer is an individual who approached the Beneficiary in order to donate money for assistance to the wards of CF “Gift to an Angel”.

Beneficiary is a Non-Profit Organisation Gift to an Angel Charitable Foundation performing charitable activities as prescribed by law, which has concluded the Agreement with the Payer.

Transfer is an operation of cashless transaction of funds from the Payer’s Payment Card to the Beneficiary (Gift to an Angel Charitable Foundation) for the statutory purposes of the Foundation (assistance to children and adults under its charitable programmes).

Automatic Payment Service, Service, Automatic Payment is a service provided to the Payer under this Agreement with the purpose to enable the Beneficiary to automatically receive money from the Payer’s Payment Card for the charitable activities.

Website is an Internet website containing information on the Beneficiary, its activities and located at the address: <https://www.podarokangelu.com>

### 1. Service Description

1.1. In the context of the Service, the Payer uses his/her Payment Card for payment and grants

his/her permission to the Beneficiary to make demands for recurrent funds debiting from his/her Payment Card in compliance with the terms and conditions of this Agreement.

1.2 All Payment Card transfers shall be executed in the RF currency.

## **2. Service Usage**

2.1. The Payer shall accept the terms of this Agreement having read and understood them by activation of the Monthly Payment (Monthly Recurrent Payment) Service at the webpage <https://www.podarokangelu.com> by clicking the button “Help” and consequent execution of the first payment.

2.2 By accepting the terms of this Agreement the Payer grants his/her permission to funds direct debiting from his/her Payment Card according to the Service conditions stipulated in this Agreement as follows:

2.2.1 Funds shall be debited for charitable activities in accordance with the public offer agreement published at <https://www.podarokangelu.com> between CF “Gift to an Angel” and the Payer (Benefactor).

2.2.2 Payment shall be executed once per months according to the Offer conditions.

2.2.3 Amount of the Transfer shall not exceed 50,000 RUB.

2.2.4 Amount of the Transfers in a month shall not exceed 50,000 RUB.

2.2.5 Successive debiting intervals: new payment demand may be sent not sooner than after 30 days after the last successful transfer.

2.3 The permission specified in sub-clause 2.2 shall be given by the Payer for a period of 12 (twelve) months and become effective at the moment of the Payer’s joining this Agreement at the Beneficiary’s website.

2.4 The first Beneficiary’s payment demand after the Service activation shall be accepted at the payment webpage by clicking the button “Pay”. Subsequent demands of the Beneficiary are not to be accepted by the Payer and shall be paid to the Beneficiary on the pre-authorisation basis.

2.5 When activating the Service, the Payer shall enter data of the Payment Card from which funds are to be debited.

2.6 The Payer gives his/her consent to verification of the Payment Card data (other personal data) specified at activation of the charitable donation service to the Beneficiary or through third parties.

2.7 After successful verification the Payer (Benefactor) will have the Service of charitable donation activated, thereafter the Payer can use the Service.

2.8 The Payer recognises the actions of funds transfer from the Payment Card to the Beneficiary under the activated Service of charitable donation to be executed upon his/her consent.

2.8 If the Payment Card balance is not sufficient, the Transfer will not be executed.

## **Rights and Obligations**

3.1. The Payer (Benefactor) is obliged to:

3.1.1. comply with the terms and conditions of this Agreement;

3.1.2. provide and ensure activating the Service by his/her own hand;

- 3.1.3 specify only accurate data when the Service activating and using;
- 3.1.4 use only his/her own Payment Card. In the event of replacement/loss of the Payment Card, immediately notify the Beneficiary in order to terminate the Service;
- 3.1.5 when using the Service, not give to third parties any confidential information that can lead to accessing the Service by the third parties (login, password, Payment Card number, other information);
- 3.1.6 notify the Beneficiary of termination of the permission for making demands for recurrent funds debiting 5 (five) working days in advance by sending a notification to the e-mail address [deti@podarokangelu.com](mailto:deti@podarokangelu.com).

3.2. The Payer (Benefactor) has a right to:

3.2.1. Cancel the last executed payment within 5 (five) working days after the funds debiting. The funds will be returned to the Payment Card within 5 (five) working days.

3.3. The Beneficiary CF “Gift to an Angel” is obliged to:

3.3.1. comply with the terms and conditions of this Agreement;

3.3.2. ensure smooth operation of the Website;

3.3.3 provide the Payer with full information about all withdrawals, fees, and provide reports on designated use of the funds.

3.3.4 send information on funds collected in favour of the Foundation’s wards to the e-mail address provided by the Payer.

3.4. The Beneficiary CF “Gift to an Angel” has a right to:

3.4.1. terminate this Agreement at any time unilaterally and out of court with a 5 (five) working days notification to the Payer;

3.4.2 Deny or suspend the Service in the following cases:

- The Payer does not observe the procedure of the Service activation;
- The Payer has not joined this Agreement;
- The Beneficiary has not received information on successful verification of the Payment Card data;
- Operations with the Payment Card have been rejected;
- The Payer has specified inaccurate (unreliable) personal data, Payment Card data;
- Justified written notification of the Payment Card holder about a fact of illegal use of the Payment Card, unauthorised access to the Card.

### **3. Procedure of the Service Deactivation**

4.1. The Payer (Benefactor) can terminate the Automatic Payments by sending a notification to the e-mail address [deti@podarokangelu.com](mailto:deti@podarokangelu.com) at least 5 (five) working days in advance.

4.2. The Service may be terminated due to expiration of the permission stipulated in sub-clause 2.3 of this Agreement. The permission period may be extended on the basis of the Payer’s application or by another acceptance or the offer taking at the website

<https://www.podarokangelu.com/>.

#### **4. Liabilities**

5.1. The Payer shall take measures to ensure privacy of the Payer's information and data entered by the Payer at the Beneficiary's website.

5.2 The Beneficiary shall not be liable for damage resulting from the Payer's failure to perform the obligations stipulated in sub-clause 3.1 of this Agreement.

5.3 Responsibilities of the Beneficiary and the Payer are stipulated in the Agreement concluded between them.

5.4 The Parties shall not be responsible for non-performance/ improper performance of the obligations caused by Force Majeure circumstances. The Parties shall inform each other of such circumstances within 5 (five) working days after the day of occurrence.

#### **5. Details of the Beneficiary**

Current account: 40703810101500000067

Full name of the Bank: Tochka, Branch of Public Joint Stock Company Bank Financial Corporation Otkrytie

Correspondent account: 30101810845250000999 with the RF Central Bank Main Branch of the Central Federal District

BIC: 044525999

TIN: 9705083059

CRR: 775043002

Payment references: charitable donation

Organisation name: Gift to an Angel Charitable Foundation