

## **Terms of Use of the DARUJME.sk online donation system**

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These Terms of Use of the DARUJME.sk online donation system govern the mutual relationships in providing, transferring, and administering donations for individuals, using the DARUJME.sk online donation system by involved Parties, creating peer-to-peer Campaigns, and in other related relationships (hereafter the 'Terms') between the following parties:

**The Operator of the donation system**, which is the **Centrum pre filantropiu n. o.**, registered office at Baštová 5, 811 03 Bratislava, IČO: 31 821 871, listed in the register of non-profit organisations supervised by the Interior Ministry of the Slovak Republic, registration office: Regional Office Bratislava, reg. No. OVVS-530/49/2002 – NO (hereafter the 'Operator'). **The Operator is a non-profit organisation** with the purpose to, through its own activities, services and programmes, strengthen non-government non-profit organisations and their standing in society, spread the values and models of donorship, charity and volunteering, which are an expression of mutual solidarity and understanding between citizens and between the public and private sectors, support the ideas of participative democracy and help raise the participation of citizens in decision-making on issues of public interest. The Operator's mission is the strengthening of non-government non-profit organisations, the ideas and values of civic society, participative democracy, charity, volunteering and donorship in society. In order to fulfil its mission, the Operator runs the DARUJME.sk donation system at the „[www.DARUJME.sk](http://www.DARUJME.sk)“ domain (hereafter 'Donation system').

**The Beneficiary, i.e. the person receiving the donation**, is a legal person who uses the DARUJME.sk Donation system and meets the following conditions:

1. Legal person with a status as specified in the laws of the Slovak Republic, which can be:
  - a) non-profit organisation rendering commonly beneficial services under the 213/1997 Act on Non-profit Organisations which Render Commonly Beneficial Services,
  - b) foundation under the 34/2002 Act on Foundations,
  - c) civic society organisation under the 83/1990 Act on Civic Associations,
  - d) non-investment fund under the 147/1997 Act on Non-investment Funds,
  - e) specific facilities of the Church and other religious societies,
  - f) special interest association of legal persons, if the association is of legal persons set out in points a) to f) hereof,
  - g) an organisation with an international element authorised to develop its activities on the territory of the Slovak Republic, and which was established and operates on the territory of the Slovak Republic as a non-profit, charity, or similar organisation working to support a public-benefit goal.
2. Approval of the Beneficiary by the Board of the DARUJME.sk as the Operator's advisory body.
3. A legal person (as per Section 1 above) must have been legally constituted for more than two years. If this is not the case, the Board of the DARUJME.sk may grant an exemption following an individual assessment of the Beneficiary (hereafter the 'Beneficiary').

**The giver of the donation – the donor**, is a natural person or non-government non-profit organisation or other legal person which consents to the Terms of the Donation system and which, by sending a donation, enters into a contract with the Beneficiary under the Civil Code (hereafter the 'Donor'). The donation contract is entered into with the Beneficiary also in the event that the Donor makes a donation in response to a peer-to-peer Campaign. A regular Donor is a natural person or non-government non-profit organisation or other legal person which has expressed a desire to, at regular intervals, make the same contribution to the Beneficiary via the DARUJME.sk donation system.

**Author of a peer-to-peer Campaign (Ambassador)** is a natural person or group of physical persons or non-government non-profit organisation or other legal person which consents to the Terms (hereafter 'P2P Campaign Author') and created a P2P Campaign to collect donations for a specified Beneficiary. The P2P Campaign Author may also be the Donor. A part of the P2P Campaign may be a voluntary moral obligation on the part of the P2P Campaign Author to do, perform, or abide something as part of making a donation via a P2P Campaign or as part of achieving the financial goal set in the P2P Campaign.

## Article 1. Definitions

**1. The DARUJME.sk donation system** is a summary of the Operator's activities, through which the Operator provides services to the Donor and Beneficiary based on legal relationships defined in these Terms, including thereto related payment services on the basis of individual relationships with payment service providers (for example payment gates necessary for the sending of Donations via the Donation System). The Donation system is operated via an internet server at the <http://www.DARUJME.sk> website.

**2. Donation** is a monetary sum which the Donor provides when entering into a donation contract or which the Donor agrees to provide regularly, and without charge, for the benefit of the Beneficiary with the aim of supporting an activity or Campaign of the Beneficiary. The Donation can be assigned for a specific use only. The provision of a Donation may be subject to conditions set by the Beneficiary (Article 3(1) of the Terms).

**3. Processor** is a legal person who processes the provision of Donations via the Donation system, i.e. enables Donor payments for the benefit of the Receiver and transfers them to the account of the Beneficiary. The Operator of the Donation system is usually also the processor and provides for individual activities subject to individual agreements, in cooperation with relevant authorised providers of payment services, unless otherwise stipulated in these Terms.

**4. Registration in the system** means that a person expresses their unequivocal consent to these Terms and subsequent interest in participating in legal relationships which arise in relation to individual entities and between them reciprocally on the basis of these Terms. **With registration and its confirmation by the Operator, the following legal relationships come into being** between individual entities as defined in the opening provisions:

- a) The contractual relationship **between the Beneficiary and the Operator** on use of the Donation system; its content is an agreement based on which the Operator gives the Beneficiary access to, and provides usage rights for, the DARUJME.sk donation system for the purpose of entering into donation contracts with the Donor and transfer of Donations to the Beneficiary via the payment gate,
- b) Granting consent to receive the Donation and an expression of intent to enter into a donation contract with the **Donor**, who has decided to provide a Donation to the **Beneficiary** via the Donation system,
- c) Entering into a contractual relationship **between the Beneficiary and the P2P Campaign Author**; its content is the creation of a P2P Campaign via the Donation system to support the activities of the Beneficiary, and the contractual relationship between the P2P Campaign Author and the Operator on use of the Donation System for the purpose of creating a P2P Campaign as per the first part of this sentence. Legal relationships between

the P2P Campaign Author and the Beneficiary regarding the use of the Beneficiary's webpage are governed by the individual relationship between the P2P Campaign Author and the Beneficiary.

The conditions, i.e. mainly the rights and obligations of the involved Parties within the individual legal relationships, which arise with the implementation of certain acts according to these Terms, are governed by these Terms or related documents these Terms refer to.

**5. A peer-to-peer Campaign** is a Campaign which its Author creates and makes public via DARUJME.sk, to support the specified Beneficiary and ask for a donation to be given to the Beneficiary. A Peer-to-peer Campaign may also include a voluntary moral obligation of the P2P Author to do, perform or abide something in making a Donation, or in reaching the financial goal of the P2P Campaign.

**6. Donation contract** is a contract regarding a free of charge transfer of a Donation which is entered into between the Donor and the Beneficiary via the DARUJME.sk Donation system following consenting to these Terms in the donation form or P2P Campaign. Under the Donation contract the Donor provides a Donation free of charge to the Beneficiary or agrees to regularly provide Donations to the Beneficiary in the form of a specified financial sum and the Beneficiary accepts and agrees to the Donation/Donations. The donation is made via the payment system of the DARUJME.sk Donation System. Entering into the donation contract with a specific Donor may come with conditions set by the Beneficiary on the basis of agreement with the Operator (Article 3(1) of the Terms).

## Article 2. Opening Provisions

**1. The purpose of these Terms** is to set out the principles of the provision of services within the DARUJME.sk online Donation system between involved parties as set out in the opening provisions, and set forth the rights and obligations for the Beneficiary, Donor, P2P Campaign Author and Operator in the managing and using of the DARUJME.sk Donation system and the relationships, i.e. rights and obligations between the Parties to these relations (Donor, Receiver, P2P Campaign Author and Operator).

**2. The Terms** apply to all funds provided, and services provided via the DARUJME.sk Donation system.

**3. The DARUJME.sk Donation system was founded and is operated with the aim of supporting the public benefit goals and activities of participating parties. The system makes easier for Beneficiaries to receive donations from Donors and it allows the creation of P2P Campaigns.** The Operator, which is the Centrum pre filantropiu, n.o. provides the technology and platform aimed at allowing interaction between Donors and Beneficiaries or P2P Campaign Authors. Each Donor is responsible themselves for obtaining the information they require to freely decide on supporting a specific Beneficiary. All information available to the Operator is published at the DARUJME.sk internet domain. The Operator ensures the operation of the Donation system for the purpose of donating and the development of donorship as set out above and is not responsible for any content, data nor information which is provided for this purpose or published via the Donation system by its users (who are current or potential Beneficiaries, Donors, P2P Campaign Authors, or other users of the DARUJME.sk web domain) or any action by these persons which is in breach of these Terms. The Beneficiary, Donor, and P2P Campaign Author commit to abiding by the Code of Conduct, which is the Appendix to the Terms, in their use of the Donation system.

## Article 3. Rights and Obligations of the Beneficiary

**1. The Beneficiary agrees to receive Donations from Donors via the Donation system** and to enter into a donation contract with every Donor who expresses an interest and sends the Beneficiary a Donation, except where Beneficiary has set out conditions for the Donation and the entering into the Donation Contract (i.e. the Beneficiary themselves specifies extra

conditions for entering into the donation contract and accepting the Donation, for example the option to refuse certain Donors or certain Donations, conditions for terminating the Donation Contract etc.); In such a case, the Beneficiary, no later than 14 days from Registration, shall inform the Operator of this intention and shall specifically define the conditions for accepting the Donation and entering into the donation contract. The Beneficiary is exclusively responsible for familiarising the Donor in detail with the individual conditions for making the Donation (and the potential return of that Donation if the Donor does not meet the conditions).

## **2. The Beneficiary is permitted to:**

**a) receive Donations from Donors** via the DARUJME.sk Donation system; not reaching the financial goal of the P2P Campaign as set by the P2P Campaign Author, or not fulfilling the commitment of the P2P Campaign Author set out in the P2P Campaign shall have no effect on the validity of the donation contract between the Donor and Beneficiary and does not make the donation contract conditioned (pursuant to par. 1 of this Article).

**b) communicate with the Donor and/or a potential Donor**, i.e. where a specific person has expressed interest in making a Donation and enter into a donation contract via the Donation system, but for some reason the donation did not occur (the Beneficiary is in this case permitted to communicate with the potential donor only with regard to Donor's planned intention to make a single, or regular donation) and in the case that they inform the donor of the use of the donation.

**c) ask a regular Donor**, who makes Donations using a payment or credit card, **to agree to change the amount of the Donation**.

**d) Decide on the cancelling of the P2P Campaign**, including without the agreement of the P2P Campaign Author,

**e) communicate with the P2P Campaign Author** via individual services or those which are part of the Donation system.

**f) If the Donation system has any faults which prevent it from being properly used or which cause problems for its use, the Beneficiary can request that the Operator remove these flaws**, without undue delay, following notification of these flaws by the Beneficiary.

## **3. The Beneficiary is obliged to:**

**a) adhere to these Terms**,

**b) adhere to the rules of the Processor**, if the Processor is a different person than the Operator, and to the rules of third parties which provide services in relation to the cashless transfer of funds (payment service providers),

**c) use the financial donation for the purpose for which it was made by the Donor**,

**d) present precise, accurate, and truthful data** and, at the request of the Operator, present documents which confirm these data.

**e) pay the fee** for use of the Donor system (according to Article 7 of the Terms),

**f) actively**, or at the request of the Donor or P2P Campaign Author, **provide information on use of the Donation**. If the Donor or P2P Campaign Author request this in writing, the Beneficiary is obliged, within 30 days from receipt of the request, to comply with the request,

**g) provide to the Donor clear and intelligible information of the purpose for which the Donation is requested**,

**h) in the case of a regular donation, sufficiently clearly notify the Donor of how the regular donation may be paused or cancelled in future**; if the Donor asks the Beneficiary to cancel the regular donation they must do so without delay,

**i) notify the Operator of all important matters** (for example, fundamental adaptations of the system) connected with use of the Donation system,

**j) use the Donor system only in accordance with the Terms** and for the purposes set out in the Terms and avoid other uses of the system, which is a work subject to copyright, i.e. those for which the Beneficiary is not specifically permitted in the Terms, above all not to grant to third parties any rights for other use or the exercise of author ownership rights, interfere with the Donation system, alter its parameters, copy its parts or functionality, access components to which the system administrator has not allowed access or use the donor system in ways other than those set out in the Terms.

**k) refrain from any action**, the consequence of which could cause the Operator damages or which could jeopardize the Operator's good name,

**l) process personal data of Donors** - natural persons within the extent and conditions as set out in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and in the 18/2018 Act on the protection of personal data and amending some acts,

**m) adhere to the Code of Conduct**, which is attached to these Terms as Appendix 1.

**4.** The Beneficiary is not in any way responsible for fulfilling the commitment of the P2P Campaign Author in the P2P Campaign.

**5.** The Beneficiary shall **maintain the confidentiality** of all important information they have obtained in their use of the DARUJME.sk services, mainly about the Donation system's technology, and will not pass on this knowledge to any third parties without explicit consent of the Operator. The obligation to maintain confidentiality remains effective for a period of three years after the expiration of the legal relationship. The obligation to maintain confidentiality also applies to employees of the Beneficiary and all other persons which the Beneficiary has authorised to use the DARUJME.sk system.

**6.** The Beneficiary commits to, without delay, **notify the Operator of all changes**, which relate to the Beneficiary and which have an effect on meeting the obligations resulting from the legal relationship (for example a change in contact details, by-laws, statutory body, individuals responsible for servicing the administrative interface).

## **Article 4. Rights and Obligations of the Donor and P2P Campaign Author**

### **1. The Donor is permitted to:**

**a) without charge and voluntarily provide a one-time or regular Donations** via the DARUJME.sk online Donation system; the Donation contract is entered into by the Donor after acceptance of the Terms upon pressing the „Send donation“, „Donate now“ or other similarly-worded button on the online form for making a Donation and upon the sending of the Donation (of the relevant financial amount),

**b) request in writing from the Beneficiary of the donation information on the use of the donated funds,**

**c) give the Beneficiary permission to raise/reduce the regularly provided donation** and for this purpose specify or approve the sum by which the regular Donation shall be raised/reduced. The Donor or Beneficiary shall ask the Operator of the Donation system to raise the sum.

**d) use the Donation system in accordance with the Terms**, for the purposes set out in the Terms and commit to refrain from use of the Donor system in any way which is not otherwise explicitly set out in these Terms, i.e. above all interfering in the Donation system, changing its parameters, copying its components or functionality, access components to which they do not have administrative privileges or use it in ways other than those set out in the Terms.

### **2. The Donor is obliged to:**

**a) give complete, accurate, correct, and truthful information about themselves.**

### **3. The P2P Campaign Author is permitted to:**

**a) free of charge and voluntarily make and manage a P2P Campaign** via the DARUJME.sk online Donation system. The Campaign is created upon pressing the „Create a P2P Campaign“ or similarly-worded button in the online form for creating P2P Campaigns,

**b) include or not include in the P2P Campaign their voluntary moral commitment** to give, perform or abide something for each Donation made via the P2P Campaign or as part of achieving the financial goal of the P2P Campaign,

**c) cancel at any time the P2P Campaign** by sending an email to the contact address of the organisation; Donations received in the P2P Campaign shall not be returned after the cancellation of the Campaign,

**d) request in writing from the Beneficiary**, who has been supported by the P2P Campaign, **information on use of the donated funds.**

**4. The P2P Campaign Author is obliged to:**

**a)** give complete, accurate, correct, and truthful information about themselves and the P2P Campaign,

**b)** abide the right of the Beneficiary to cancel the P2P Campaign,

**c) use the Donation system in accordance with the Terms**, for the purposes set out in the Terms and commit to refrain from use of the Donor system in ways other than those explicitly set out in these Terms, i.e. above all interfering in the Donation system, changing its parameters, copying its components or functionality, access components to which they do not have administrative privileges or use it in any way other than those set out in the Terms. The legal relationships between the P2P Campaign Author and the Beneficiary on use of the Beneficiary's web page shall be governed by the individual relationship between the Author and Beneficiary.

**5. The P2P Campaign Author's obligation included in their P2P Campaign is voluntary and moral.** Meeting the commitment in the P2P Campaign is a matter of the honour and pride of the P2P Campaign Author. Fulfilling or not fulfilling the commitment in the P2P Campaign shall not cause any legal consequences.

**6. The P2P Campaign Author is not permitted to use the P2P Campaign for their own benefit.** Above all, they are not permitted to promote or offer via the P2P Campaign products or services, or provide discounts on products or services or provide other benefits with regard to the offer of commercial products and services, neither directly or via other persons (natural or legal).

## **Article 5. Rights and Obligations of the Operator**

**1. If any user of the Donation system finds out that the Beneficiary, P2P Campaign Author, or Donor has breached generally binding legal regulations or conditions of use of the Donation system, they are obliged to notify the Operator without delay.** The Operator is obliged to investigate the notification of the user of the Donation system without undue delay and inform them about the result of the investigation, and sanctions or steps taken to remedy the situation.

**2. It is forbidden to make public or disseminate via the Donation system:**

**a)** material which is offensive or harmful to children and adolescents;

**b)** material containing, promoting, or inciting violence, pornography, racial or other types of discrimination;

**c)** material containing, promoting, or inciting hatred against other people, groups of people, or minorities;

**d)** false or misleading information, lies or insults, vulgar or obscene words, content which is provocative or aggressive towards others;

**e)** any marketing content or promotion of commercial services or goods of businesses or use of the Donation system for any kind of marketing purposes, Campaigns or strategies aimed at the sale of goods or services;

**f)** political content, use of the Donation system directly or indirectly for political activity, promotion of political parties and movements or the presentation of any kind of political opinions or positions,

**g)** any kind of other content which is in breach of generally binding legal regulations or moral decency or which is in breach of the public order.

The Operator is permitted to take appropriate action against banned content as set out in the preceding sentence, mainly they can request its removal or alteration or may remove or appropriately alter the banned content themselves.

**3. The Donation system is designed for the receiving and giving of Donations in accordance with the purpose defined in Article 2(3) of the Terms and each project to which the Donor can give via the Donation system must be of a non-profit nature** (the Donation or any part of it shall not be directly or indirectly used for the personal gain of its Beneficiary, i.e. the founders, members of bodies, or employees of a legal person with the exception of justifiable administrative and operative costs of the Beneficiary). Use of the Donation system for any other purpose is forbidden.

**4. The Operator is permitted, but not obliged, to examine published content** which includes the name of the Donation system or a link to it. Where there is a justified need to protect the Donation portal (for instance in the cases set out in Article 5(2) of the Terms) it can suspend this link or the Beneficiary's access to the Donation system.

**5. The Operator is, together with the Processor, obliged to:**

**a) distribute the obtained financial donations amongst Beneficiaries**, generally no later than 30 days from their receipt in the bank account;

**b) ensure protection of provided information and the safety of payments to a usual extent.**

**6. The Operator commits to:**

**a) Register the Beneficiary in the Donation system** and provide temporary access to the administrative interface of the DARUJME.sk Donation system for the purpose set out in Article 2 of the Terms, for the duration of the contractual relationship with the Beneficiary,

**b) provide the necessary cooperation for the implementation and functioning of the donation form, Campaigns, and P2P Campaigns.**

## **Article 6. Registration, donating and creating a P2P Campaign**

**1. By pressing the donation button in the Donation form, the Donor provides their contact details to the Donation system and allows the Beneficiary to use all, or part, of those details for contacting the Donor and informing them of the activities of the Beneficiary and of the way in which the donated funds are to be used. Pressing the donation button and entering into a donation contract with the Beneficiary by sending a donation is possible only after the Donor sends in their details and confirms that they have familiarised themselves with these Terms.**

**2. By registering i.e. pressing the confirmation button in the registration form, the Beneficiary proposes to the Operator to enter into contractual relationships in accordance with Article 1(4) of these Terms. The contract with the Operator (under Article 1(4)(a) is entered upon the acceptance of the Beneficiary's proposal by the Operator. The Operator usually decides on acceptance of the proposal within three days of its sending, and subsequently informs the Beneficiary. By registering, the Beneficiary also, via the Donation system, proposes to enter into a donation contract with the Donor, who expresses an interest in entering into a donation contract (according to Article (1)(4)(a), and sends the Beneficiary the Donation. The individual conditions of the creation of a donation contract with conditions are defined in Article 3(1) of the Terms.**

**3. By pressing the button to create a P2P Campaign in the form for creating a P2P Campaign, the P2P Campaign Author provides their contact details to the system of the Operator or the Processor, and allows the Beneficiary to use all, or part, of those details for contacting the P2P Campaign Author and for informing them of the Beneficiary's activities and of the ways of use of the donated funds. With the creation of a P22P Campaign, a contractual relationship is entered into between the P2P Campaign Author and the**

**Beneficiary**, which is governed by these Terms and the Civil Code. The object of the legal relationship is the creation of a P2P Campaign by the P2P Campaign Author and at the same time a commitment by the Beneficiary to use the funds obtained via the P2P Campaign in accordance with the purpose for which they were obtained. **Pressing the button to create a P2P Campaign is only possible once the P2P Campaign Author has confirmed that they have familiarised themselves with these Terms**, and entered into a contractual relationship with the Operator in accordance with Article 4(1)(c) of the Terms.

**4. Handling the personal data of the Donor** which is a natural person, the P2P Campaign Author which can be a natural person or a natural person acting on behalf of the Beneficiary which is a legal person **is governed by Article 10 of these Terms**, which refers to the Personal Data Protection Policy available at [www.DARUJME.sk](http://www.DARUJME.sk).

## **Article 7. Financial transactions**

**1. Donations received from Donors will**, on the basis of the donation contract and legal relationship between the Beneficiary and the Operator, and legal relationships between the Operator and relevant payment service providers or the Processor, **be sent by bank transfer to the Beneficiary generally within 30 days of receipt of the Donation via the Donation system, to which both Donor and Beneficiary agree**. This also applies to the Donations for the Beneficiary sent on the basis of a P2P Campaign.

**2.** Neither the Donor nor the Beneficiary has a right to interest from funds which have not yet been deposited in the Beneficiary's account.

**3. Neither the Operator nor the Processor shall return to the Donor the Donation provided via the Donation system.** The legal relationship between the Donor and the Beneficiary shall be governed by the donation contract. In the case that the Donor requests return of a donation, the Beneficiary shall follow generally applicable legal regulations, above all the Civil Code.

**4.** Payments may be processed using various methods offered by the Operator. For individual methods of payment, specific conditions of the relevant payment provider apply.

## **Article 8. Payment conditions and fees**

**1.** The Beneficiary commits to **paying a service fee to the Operator for use of the Donation system, exclusively for the purpose of covering the cost of the operation, maintenance and development of the Donation system**. This fee charged to the Beneficiary is the following, unless otherwise set forth in a specific contract or notification:

- a) The amount of 3.9 % of the total amount of Donations, in the case that the sum of all Donations received by the Beneficiary from all Donors in the given calendar year amounts to a maximum of €100,000,
- b) The amount of 2.9 % of the total amount of Donations, in the case that the sum of all Donations received by the Beneficiary from all Donors in the given calendar year exceeds than €100,000; the reduced fee shall be applied from the calendar month thereafter (following the month in which the total sum of Donations for the given year amounted to the said amount), for the period until the end of the following calendar year, provided the donations do not exceed the amount set forth in par. c) below. If the total sum of Donations received in the following (2nd) calendar year is more than €100,000, the fee shall remain at 2.9%, otherwise it shall either rise to 3.9% or fall to 1.9%.
- c) The amount of 1.9 % of the total amount of Donations, in the case that the sum of all Donations received by the Beneficiary from all Donors in the given calendar year exceeds €500,000; the reduced fee shall be applied from the calendar month thereafter (following the month in which the total of Donations for the given year amounted to the said amount), for the period until the end of the following calendar year. If the total sum of Donations

received in the following (2nd) calendar year is more than €500,000, the fee shall remain at 1.9%, otherwise it shall rise pursuant to the donated amounts and the paragraphs above.

Taking into account the operating costs of the Donation system and/or payment services, the Operator is permitted to change the amount of the service fee. The Operator shall always inform the Beneficiary in advance of any change to the amount of the service fee, in accordance with the Terms.

**2.** The entitlement to charge a service fee for donations processed by the Operator in accordance with paragraph 1 of this Article shall come into effect on the day upon which a financial donation is received from a Donor. **The service fee for Donations processed by the Operator to which the Operator is entitled shall be calculated against the sum of the received Donation, which, after the deduction of the relevant service fee, has been transferred to the Beneficiary.** The Beneficiary is obliged to, without undue delay, notify the Operator of any change in their banking details. The Beneficiary also commits to pay the Operator a **service fee for regular Donations which the Beneficiary started receiving before these Terms came into effect, based on an issued invoice**, which are processed on the basis of donation contracts entered into for an indefinite period for the purpose of repeated Donations by the Donor.

**3. DARUJME.sk table of membership fees:**

**Beneficiaries using DARUJME.sk shall not pay any flat rate fees** (monthly or annually), **only service costs related to processing payments** in accordance with the above paragraphs 1 and 2 of this Article of the Terms.

**4. Invoicing of fees:** **The Operator shall invoice the Beneficiary for a determined period for regular Donations** processed by the Processor Ľudia Ľuďom. The period covered by the invoice may be from between one and 12 months. The Operator may also invoice for other services ordered by the Beneficiary in accordance with these Terms.

**5. Advanced services:**

**a)** Linking the donation page to its own **PayPal** account. The Operator charges a fee for this advanced service of 1% of the donated sum while all fees charged by third parties are borne by the Beneficiary above this fee.

**b) Customized basic settings for a donation page** – This service is appropriate for Beneficiaries who do not have the capacity (or ability) to set up their donation page. The fee for the service is €99, and service content can be found at [www.DARUJME.sk/funkcie](http://www.DARUJME.sk/funkcie) in the Customized services section.

**c) Other advanced services**, such as requests for individual or employee training, fundraising audit, consultancy in the areas of fundraising or fundraising Campaigns, shall be provided on the basis of individual agreement with the interested party.

**d) Fee payment methods:** The Operator shall invoice the interested party for a specific advanced service.

**6. Fees guarantee the long-term sustainability of the DARUJME.sk donation system and any „profit“ is fully invested into the operation of the system and its improvement.**

## **Article 9. Responsibility and guarantees**

**1. The Operator does not bear any responsibility in regard to Donations accepted by the Beneficiary on the basis of the donation contract**, mainly the use of donations, or exercising of rights of the Beneficiary or Donor in accordance with the donation contract and applicable law.

**2. The Operator does not bear any responsibility for the truthfulness, completeness and accuracy of the data published or provided by the Beneficiaries, Donors and P2P Campaign Authors.**

3. The Operator does not bear any liability (is in no way liable to damages) for consequences arising from a breach of obligations required from the Processor, Donor, P2P Campaign Author or Beneficiary by law, or by other legal circumstances (for instance delay, breaching the Terms of DARUJME.sk, breaching legal obligations) except in cases where liability arose from an act or omission by the Operator or where such liability results from legal regulations.

4. The Operator shall not bear any responsibility for whether the P2P Campaign Author fulfils their P2P Campaign commitment.

**5. In the case of degraded operation of the DARUJME.sk donation system, the Operator is liable only for the damage which resulted from the Operator's fault.** In particular, the Operator shall not be held liable for any circumstances excluding liability, i.e. cases of *force majeure*, which are mainly various forms of civic or public disorder, declaration of emergency situation, state of crisis, epidemic/pandemic, fire, flood, terrorist or hacker attack, power cut, or interruption of computer system operation (hardware or software) or communication services (internet or other network connections) or another similar event causing a fault in the operation of the DARUJME.sk donation system brought about by external circumstances which could not be, even with the application of due care, avoided, or any other exceptional event, or catastrophe, which occurred independently of the will of the Operator. All parties commit to minimalizing the consequences of the *force majeure*, and make the maximum effort to remove any causes preventing performance and thereafter continue with the performance of the contract.

## Article 10. Use/processing of personal data

1. Use/processing of personal data is set out in detail in Personal Data Protection Policy, which can be found [HERE](#).

2. Part of the personal data of the data subjects which the Operator processes in relation to the entering into and fulfilling of contracts with the Beneficiary and in relation to the allowing for the Donations to be sent by Donors and received by Beneficiaries, including donations received in a P2P Campaign, **are processed by the Operator in the capacity of a processor on behalf of the Beneficiary** in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the 18/2018 Act on the protection of personal data and amending some Acts. **This means that the Operator processes the personal details on behalf of, and for, the Beneficiary.** In such cases, the processing of the personal data of data subjects by the Operator shall be governed by a contract in accordance with Article 28 of the General Data Protection Regulation. The contract is entered into upon the conclusion of a contract according to Article 1(4) of the Terms. The contract is effective for the duration of the relevant contract in accordance with Article 1(4) of the Terms. The content of the contract shall be governed by the Personal Data Protection Policy on behalf of the Beneficiary, which is available [HERE](#).

## Article 11. Change of terms

**1. The Operator is permitted to publish new, or change existing, Terms at any time.** With its publication, the new version of the Terms shall come into effect in relation to all new relationships which are entered into at registration (*ex nunc*). The Operator is obliged to inform the Beneficiary and P2P Campaign Author of the publication of the new Terms, or change to existing Terms, by sending this information to an official email address of the Beneficiary or P2P Campaign Author and/or the email address of the contact person listed in the relevant person's profile created after registration. **The new or altered version of the Terms come into effect in relation to the existing contractual relationship with the Beneficiary and P2P Campaign Author within one month from the notification by the Operator of the**

**changes carried out or from the sending of the new version of the Terms to the Beneficiary and P2P Campaign Author** in accordance with the previous sentence (whichever happens later). In the case that the Beneficiary or P2P Campaign Author does not agree with the new or altered version of the Terms, they are permitted, within one month, to withdraw from their contractual relationship with the Operator, which terminates their permission to use the Donation system (in accordance with the following Article 12). In such a case, the Operator shall without delay cancel or suspend the Beneficiary's registration in the Donation system and cancel or suspend the P2P Campaign.

2. If the Beneficiary or P2P Campaign Author fails to notify the Operator in writing within one month of publication that they do not accept the new Rules, they shall be bound by the new published Terms.

## **Article 12. Duration and ending of the contractual relationship**

**1. Every contractual relationship which arises on the basis of functions set out in these Terms is entered into in accordance with the relevant purpose, as established in Article 2 of these Terms.** The Donation contract is entered into for the purpose of making a one-time Donation as per the Donor's intent or for the purpose of making regular Donations – in which case the Donation contract is entered into for an indefinite period, with a commitment from the Donor to regularly send a specified financial sum. Services in accordance with these Terms are generally provided for an indefinite period.

### **2. The termination of the contractual relationship:**

**2.1 The Donation contract** entered into for an indefinite period (regular Donations) **may at any time be withdrawn from** by either party to the contract (Donor/Beneficiary) by giving a notification to the other party **without a notice period, and without justification.** The notification shall become effective on the day of delivery to the other party and suspension of the standing payment order (regular payment order or other similar payment order). The Donation contract is therefore terminated as of the day of notification of withdrawal, provided Donation payments are suspended too. The Donor is responsible for changing the standing order or other type of payment order used to carry out regular or irregular donations; Donations already made shall not be returned. Legal regulation under the Civic Code shall not be affected.

**2.2. The contractual relationship** entered into under Article 1(4)(a) **between the Beneficiary and the Operator may be terminated:**

**a) By agreement** of the Beneficiary and the Operator upon an agreed date,

**b) Withdrawal by the Beneficiary**, also justification of the withdrawal, with a one-month notice period; the notice period begins on the day of delivery of notification of withdrawal,

**c) Withdrawal by the Operator**, in particular:

**i. if the Beneficiary fails to fulfil** its obligations in accordance with these Terms (mainly Article 3(3) of the Rules) or its obligations in relation to the Donation system (mainly provisions of Article 5 of the Terms) and fails to remedy these failures within a period of 10 days from the date of delivery of a written request to do so by the Operator or in the case of repeated failure by the Beneficiary to fulfil obligations,

**ii. in the case of unethical behaviour**, in the case of **repeated breaches of the Code of Conduct for DARUJME.sk users**,

**iii. if the Operator has serious reasons** for withdrawal connected with the further operation, suspension, or halting of operation of the DARUJME.sk donation system.

**2.3. The contractual relationship** entered into in accordance with Article 1(4)(c) **between the P2P Campaign Author and the Operator and the contractual relationship between the P2P Campaign Author and the Beneficiary may be terminated:**

**a) By agreement** between the **P2P Campaign Author** and the Operator/Beneficiary upon an agreed date,

**b) by giving notice by the P2P Campaign Author**, including without justification of the termination, without a notice period (i.e. with effect from the date of the delivery of the notice – sent by e-mail to the contact person of the organisation or to the operator),

**c) by the Operator/Receiver giving notice to the P2P Campaign Author** without a notice period (i.e. with effect from the day of delivery of the notice), in particular:

**i. if the P2P Campaign Author fails to fulfil** their obligations set out in these Terms (mainly Article 4(4) and 4(6) of the Terms) or their obligations in relation to the Donation system (mainly provisions of Article 5 of the Terms) and does not remedy these failures within a period of one day from receipt of a written/email request to do so from the Operator or Beneficiary, or in the case of repeated failure by the Beneficiary to fulfil obligations,

**ii. if the P2P Campaign Author commits unethical behaviour,**

**iii. if the Operator has serious reasons** to do so connected with the further operation, suspension, or halting of operation of the DARUJME.sk Donation system.

With the end of the contractual relationship according to these provisions (par. 2.3 hereof) the contractual relationship between the P2P Campaign Author and the Operator on use of the Donation system, as well as the contractual relationship between the P2P Campaign Author and the Beneficiary, is terminated.

**3. In the case that the legal relationship is terminated the involved parties are obliged to, no later than 60 days from the day of termination of the legal relationship, fulfil, if necessary, all their obligations resulting from their existing contractual relationships under these Terms.** With the termination of the contractual relationships in accordance with Article (12)(2) of the Terms, accessory contractual relationships between contracted parties, i.e. mainly contracts under Article 10 hereof, shall also be terminated; rights and obligations resulting from legal regulations shall be retained.

**4. The notice period is 1 month;** the notice period shall begin on the day of receipt of the notice. The Operator reserves the right to suspend, for the period of duration of the breach under Article 12(2.2) and (2.3)(c), the Beneficiary's and/or P2P Campaign Author's right to use the Donation portal, while the Beneficiary's right to receive remaining donations into their bank account shall remain.

## **Article 13. Closing provisions**

**1. Contractual relationships** under these Terms, i.e. mainly relationships defined in Article 1(4) of the Terms, **become valid and take effect** on the day of registration in the DARUJME.sk Donation system, unless stated otherwise in these Terms. The Donation contract becomes valid and takes effect when the Beneficiary gives their consent to accept the Donation and when the Donor gives the donation in the manner set out in the Terms.

**2. The rights and obligations** resulting from these Terms or from the legal relationships based on these Terms, or arisen as a result of other legal acts or legal circumstances related to these Terms, **shall be managed, evaluated, and decided upon on the basis of the relevant provisions of law applicable on the territory of the Slovak Republic**, above all the Civil Code and the Copyright Act as amended, unless other legal acts related to these Terms specifically state otherwise.

**3. A contractual relationship** between specific parties **may be changed or added to** only on the basis of an agreement between the involved parties, as a written amendment or by alteration of these Terms in accordance with Article 11.

## **Article 14. Temporary provisions**

The legal relationships which were entered into before these Rules came into effect, i.e. before the 1<sup>st</sup> of September 2020, shall be governed by these Terms, in accordance with Article 11 of the Terms.

The legal relationships created before these Terms came into effect as set out in the previous sentence, which serve as the basis for regular Donations (the contracts for regular Donations entered into for an indefinite period and thereto related relationships), shall be governed by the current Terms from the day the Terms come into effect, with the exception of ensuring the processing of Donations sent via the Donation system, which shall continue to be carried out by the Processor as specified by the Operator which is: **LUDIA LUDOM, n.o.**, registered office Borská 6, 841 04 Bratislava, Company registration number: 42166683, listed in the register of non-profit organisations supervised by the Interior Ministry of the Slovak Republic, registration office: Regional Office Bratislava, reg. no. OVVS-23907/287/2009-NO, operator of the internet Donorship portal LudiaLudom.sk, unless specified otherwise. The processing of Donations provided via the Donation system, from the day on which the Rules come into effect (as set out in the first sentence of this Article), shall be ensured by the Operator of the Donation system, on the basis of individual agreements with the Provider/Providers of the payment gate/payment services.

The Terms and information, based on which the Processor carries out activities in accordance with the previous paragraph of this Article, can be found at the LudiaLudom.sk portal. The Beneficiary is obliged in these cases to adhere to the terms of the Processor which can be found here <https://www.ludialudom.sk/Info/pravidla>

## **Code of conduct for DARUJME.sk system users – Appendix no. 1**

**Individual donating is a voluntary relationship between a donor and a non-government non-profit organisation (NPO). It is founded on trust in the correct and efficient use of the financial donation the donor makes to the organisation. In the interests of strengthening trust in this relationship we declare that each donor is entitled to the following rights and information:**

**1. The Donor will be provided information about the mission and work of the non-profit organisation, and about the purpose for which the donation will be used and the ability of the organisation to use the donation efficiently in line with its mission.**

Employees of the non-profit organisation and documents in print or electronic form, such as the by-laws or other foundation charters and annual reports, shall be available to the Donor to provide them with information about the fundamental activities of the non-profit organisation and its aims. This information shall be published in a clear, intelligible and accessible form ideally on the website of the non-profit organisation. The extent of the provided information must be sufficient for the Donor to be able get a clear idea of the field in which the non-profit organisation operates and of the purpose for which the donation will be used. The non-profit organisation proves its fitness to fulfil its mission by, for example, publishing annual and financial reports or an independent audit.

**2. The Donor will be given information about the people in the non-profit organisation's management. They will also have the right to expect that the given organisation is run responsibly, independently and effectively.**

The work of the non-profit organisation is transparent, the Donor has the right to know with whom they are communicating and what function that person holds. The organisational structure must be made public, including the members of senior bodies and their deputies. Decisions about the non-profit organisation's work are made independently and are not influenced by external pressures (from firms, state institutions, other non-profit organisations etc.).

**3. Donors shall have access to the organisation's current annual and other financial reports.**

Every year the non-profit organisation publishes an annual report with its financial results in an intelligible and easily-accessible form, ideally on its website. The organisation shall guarantee that its book-keeping is run in accordance with applicable legislation and that its finances do

not come from organisations whose activities run against the mission of the non-profit organisation.

**4. If the Donor donates funds for a specific purpose, those funds should be used for that purpose.**

The Donor will have assurance that the donation request is a promise of the effective use of the donation and of the ability to attain the goal for which the organisation asked for support. The non-profit organisation commits to doing the work for which it asked for support. Upon request, the non-profit organisation shall provide the donor with confirmation of the use of the donation for the specific purpose, either in the donation contract or in a written confirmation of receipt of the donation.

**5. The Donor will be given appropriate thanks.**

The Donor will be thanked and the organisation will inform the Donor how the received funds are to be used or have been used. The length and form of the thanks will be in line with generally accepted rules of good manners.

**6. The Donor will have assurance that the non-profit organisation shall treat them professionally and that the request for a donation, request to increase a donation, and information about its use, shall be provided clearly.**

The non-profit organisation shall make efforts to establish and strengthen a friendly and equal relationship with the donor, but also with other non-profit organisations. A request for a donation, request for approval to raise the amount of a donation and information about its potential use must be written or presented clearly and in an intelligible manner. A donation request or request for approval to raise the amount of a donation should never include that the donation or raised donation sum may be used for a purpose other than that for which it was originally requested. The non-profit organisation shall not mislead the donor with its request. In the case that the donor gives their approval to increasing the donation made to the non-profit organisation, the organisation commits to act in accord with the granted permission and increase the donation by the sum to which the donor has agreed. The non-profit organisation shall inform the donor of the purpose for which any potential financial surplus obtained through the request for a donation will be used if it is requested for a specific purpose. The non-profit organisation shall give information to the donor via a press release, print or electronic newsletter, prominent information in the organisation's annual report, by letter or email. If a P2P Campaign has a clear target, the non-profit organisation guarantees that it will communicate only with such potential donors who are able to understand the meaning and purpose of donorship.

**7. The Donor will have assurance that their personal data and information related to their donation will be handled in line with the law.**

The non-profit organisation shall commit to protect the data about donors against the leaking. The non-profit organisation declares that it is informed of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the 18/2018 Act on the protection of personal data and amending some Acts and that all data collected by the organisation are obtained in accordance with legal regulations. Contact and personal data of donors shall not be sent to third parties without the agreement of the Donor. If the non-profit organisation outsources firms for the purpose of informing the Donor, the organisation guarantees that these firms have established, and adhere to, at least the same or higher standards of personal data protection as the non-profit organisation.

**8. The Donor has the right to obtain from the non-profit organisation the erasure of personal data concerning them from the database used by the non-profit organisation to contact the Donor and will have assurance that the non-profit organisation will do so without delay.**

As soon as the Donor asks the non-profit organisation to erase their personal data from the database (in writing, by e-mail, by telephone), the organisation shall, without delay, erase all personal details of the Donor in the database of donors and will no longer contact them.

**9. The Donor has the opportunity to ask questions related to the provided donation and the work of the non-profit organisation, and shall receive a quick, truthful, full and open answer.**

**10. The Donor will have assurance that the aims, vision, mission and activities of the non-profit organisation do not breach human rights nor in any way discriminate against any group of people.**

Organisations which promote racial or religious hatred or whose activities are aimed at creating discrimination against various minorities, for example on the basis of age, race, gender, ethnicity, sexual orientation, physical handicap, religious beliefs, among others, may not sign up to the Code or use DARUJME.sk.