

PUBLIC OFFER ON THE SIGNING OF A CHARITY AGREEMENT

1. General provisions

1.1. The present public offer (hereinafter - «Offer») is the offer of charity fund to help people with lateral amyotrophic sclerosis and other neuromuscular diseases «Live now», OGRN 1157700009994, located at:

Moscow, Nizhegorodskaya St. d. 32, p. 4, in the person of the general director of Lugovaya Natalia Valeryevna acting on the basis of the Charter (hereinafter - «Benefactor», «Foundation») to conclude on the following conditions a charity donation contract (hereinafter - «Contract») with any physical and/or legal person, who responded to such an offer (hereinafter - «Benefactor»).

1.2. The Benefactor is a non-profit charitable organization, established in the form of a fund, acting on the basis of the Charter, approved by the Protocol of the Board of the Foundation of March 06, 2019 2, (hereinafter - «Charter») and in accordance with the Federal Law of 11 August 1995, 135-FZ «On charity and volunteering (volunteering)» (hereinafter - «Law «On charitable activity»»), has the necessary rights to receive Donations (as this term is defined below) in the interest of carrying out its statutory activities.

1.3. This offer is a public offer in accordance with Clause 2 of Article 437 of the Civil Code of the Russian Federation. Acceptance of the Offer by the Benefactor is equivalent to the conclusion of the Agreement under the conditions laid down in the Offer.

1.4. The offer shall take effect from the day following the day of its publication on the official website of the Recipient - <http://ww.alsfund.ru/> (hereinafter - «Site»).

1.5. The text of the Offer may be changed by the Recipient without prior notice and shall be valid from the day following its placement on the Site.

1.6. The Offer is for an indefinite period of time and is valid until the day following the day of the placement on the Site of the Notice of Cancellation of the Offer. The Beneficiary has the right to cancel the Offer at any time without giving reasons.

1.7. The invalidity of one or more terms of the Offer shall not result in the invalidity of all other terms of the Offer.

1.8. Accepting the terms of the Offer, the Benefactor confirms the voluntary and non-reimbursable nature of the donation.

1.9. The beneficiary is ready to conclude the donation contracts in a different order and (or) under conditions other than those stipulated by the Offer, for which purpose any interested person is entitled to apply to the Recipient for the conclusion of the relevant contract.

1.10. Agreeing to this Offer, the Benefactor gives his consent to receive newsletters from the Foundation, which may be withdrawn at any time by sending an e-mail to fr@alsfund.ru.

2. Subject of the Treaty

2.1. The philanthropist voluntarily and free of charge transfers into the ownership of the Recipient funds in the amount determined by the Benefactor (hereinafter - «Donation»)The Benefactor accepts the Donation and undertakes to use it for the implementation of statutory activities, including comprehensive support and protection of people with lateral amyotrophic sclerosis (ALS) and other neuromuscular diseases and their families.

2.2. The implementation of the Benefactor's actions under this Agreement is recognized as a donation in accordance with Art. 582 of the Civil Code of the Russian Federation.

3. Order of transfer Donations and other conditions

3.1. The Benefactor independently determines the amount of the Donation and transfers it to the Benefactor in any way convenient for the Benefactor.

3.2. The benefactor may:

3.2.1 Transfer the Donation of a payment order to the details of the Recipient specified in section 7 of the Offer, as well as the use of plastic (bank) cards, payment terminals, electronic payment systems and other means allowing the Benefactor to make a Donation.

3.2.2. Make an order on the Site for regular (monthly) cancellation of donation from a bank card.

The order is considered executed after the successful completion of the first write-off from the card using 3DS authentication in the event that the Benefactor has connected the appropriate service in his bank to provide additional security in the implementation of online-payment, and receipt of notification of successful write-off to the e-mail address of the Philanthropist, indicated at the execution of the order.

An order for regular write-off is valid until the expiry of the card holder or until the Benefactor submits written notice of termination of the order. Notification must be sent to the e-mail address fr@alsfund.ru at least 15 calendar days before the date of the next automatic cancellation. The notification should contain the following details: name and first name as indicated on the map; The last four digits of the card from which the funds are automatically written off; an e-mail address to which the Recipient will send a confirmation of the cessation of the regular write-off.

3.2.3. Send a short text message (SMS) to the short number 3443 (only from the phone numbers issued to the individual), indicating in the text: BAS and the amount of donations.

3.2.4. Place cash in the collection boxes set by the Recipient or by third parties on behalf of and for the benefit of the Beneficiary in public places.

3.2.5. Donate by any other means possible.

3.3. The performance by the Benefactor of any of the actions provided for in para. 3.2 of the Offer shall be deemed to be acceptance of the Offer in accordance with art. 3. 438 of the Civil Code of the Russian Federation.

3.4. The transfer of the Donation to the Benefactor testifies to the Benefactor's full and unconditional consent to the terms of this Offer. The date of acceptance of the Offer and, accordingly, the date of conclusion of the Agreement shall be:

3.4.1. In the case provided for in para. 3.2.1 of the Offer, the date on which the funds of the Benefactor are received into the Benefactor's current account, or, where appropriate, into the Recipient's account in the payment system.

3.4.2. In the case provided for in para. 3.2.2 Offer - date of sending of short text message (SMS) to short number 3443, indicating in the text: UAS and amount of donation.

3.4.3. In the case provided for in para. 3.2.3 of the Offer, the date on which the authorized representatives of the Recipient seized money from the box for the collection of donations.

3.5. The city of Moscow of the Russian Federation shall be considered the place of conclusion of the Treaty. In accordance with article 434, paragraph 3, of the Civil Code of the Russian Federation, the Treaty is considered to be concluded in writing.

3.6. The terms of the Agreement shall be determined by the Offer in the Editorial Office (with the knowledge of the amendments and additions) in force (valid on the day of registration of the payment order or the day of the deposit of cash into the Bank of the Recipient).

3.7. The Benefactor undertakes to carry out all reasonably necessary actions for the acceptance of the Donation from the Benefactor and its proper use.

3.8. The Benefactor confirms that he has the right to carry out the Donation independently or has received the necessary consent and authorizations to carry out the Donation. The Parties hereby confirm that they are unaware of any circumstances or requirements preventing the transfer of the Donation to the Recipient.

3.9. In carrying out the Donation, the Benefactor agrees that in accordance with the «Law «On Charitable Activity», the Benefactor has the right to use part of the received funds to finance organizational and administrative expenses. The maximum amount of funds used for organizational and administrative expenses of the Beneficiary may not exceed 20 (20) per cent of the amount spent for the financial year. This restriction does not apply to the remuneration of persons participating in the Foundation's charitable programs.

3.10. The Donation received from the Benefactor, partially or wholly unused according to the purpose of the Donation specified by the Benefactor in the payment order, due to the closure of the need, shall not be returned to the Benefactor, a is redistributed by the Beneficiary himself to other relevant programmes.

3.11. The philanthropist has the right to receive information about the use of his Donation by access to the information posted on the official website of the Recipient (www.alsfund.ru). The recipient publishes on the website information about his work and reports on the results of his activity.

3.12. The recipient informs the Philanthropist about the current programs by means of electronic, postal and SMS-mailings, as well as by means of telephone calls.

3.13. At the request of the Benefactor (in the form of an electronic or ordinary letter) the Benefactor is obliged to provide the Benefactor with information about the donations made by the Benefactor.

3.14. The Benefactor has no obligations towards the Benefactor other than those specified in this Offer.

3.15. Unless otherwise provided by applicable law, donation is not subject to VAT. The Benefactor - a legal entity confirms that the Charitable Donation is paid out from the funds of the net profit. A philanthropist - a natural person has the right to receive a social tax deduction for the amount of charitable donations made by him.

4. Settlement of disputes

4.1. All differences and disputes arising between the Parties in connection with or as a consequence of this Offer and/or the Treaty shall be settled by negotiation.

4.2. Parties are responsible for the accuracy of the information provided by a friend friend.

4.3. The Parties shall be liable for non-performance or improper performance of obligations under the Agreement in accordance with the current legislation of the Russian Federation.

4.4. This Offer and the Contract shall be regulated and subject to interpretation in accordance with the legislation of the Russian Federation. All disputes, disagreements or claims arising from or in connection with this Offer and/or Contract, including those relating to their performance, breach, termination or invalidity, In the event that it is impossible to resolve them by negotiation, they shall be subject to authorization by the judicial authorities at the place where the Recipient is located, in accordance with the legislation of the Russian Federation.

5. Consent to the use of personal data of benefactors - individuals

5.1. An Acceptance to an Offer, a Benefactor - a natural person gives the Recipient consent to the processing of his personal data provided to him during the implementation of the Donation, (surnames, names, patronymics, addresses, places of residence, mobile phone numbers of e-mail address, bank details and other data), including transfer to third parties, for the purpose of fulfilling obligations arising from or in connection with the conclusion of the Agreement, including the following actions: collection, recording, systematization, stockpiling, storage, clarification (updating, modification), extraction, use, transfer (dissemination, provision, access), depersonalization, blocking, deletion, destruction of personal data.

5.2. The Benefactor undertakes to anonymize the personal data of the Benefactor in the information materials published by the Benefactor.

5.3. In respect of the personal data of the Benefactor, the Benefactor undertakes to carry out only those actions in respect of which the consent of the Benefactor has been received or in respect of which the Benefactor's permission is not required under the applicable legislation.

5.4. Consent to the processing of personal data is valid for the period of time necessary to achieve the purposes of processing, but may be withdrawn by the Benefactor at any time by sending written notice to the Benefactor not less than 5 working days prior to the expected date of withdrawal of such consent.

6. Consent to the use of information about Benefactors - legal entities

Acceptance of the Offer, Benefactor - a legal entity gives the Benefactor consent and the right to process the information about the Benefactor provided by the Benefactor during the implementation of the Donation (name, location, amount of donation and other information) including transfer to third parties for the performance of obligations arising from or in connection with the conclusion of the Treaty.

7. Address and bank details of the Recipient:

Full name: Charity fund for people with lateral amyotrophic sclerosis and other neuromuscular diseases «Live now»

Brief name: «Live Now»

Legal and postal address: 117246, Moscow, Khersonskaya Street, 41-10

Actual address: 109029, Moscow, Nizhegorodskaya Street, d. 32, p. 4, office 117

INN 7719417621

CAT 772801001

OGRN 1157700009994

P/c 40703810610050000383

Branch Dot Bank KIWI Bank (joint-stock company)

БИК 044525797

К/с 30101810445250000797

General director



Lugovaya N.V.

