

TERMS AND CONDITIONS FOR MAKING DONATIONS TO THE CHANNELS2CHARITY FOUNDATION VIA WIDGET

1. General Provisions

- 1.1. These Terms and Conditions (hereinafter referred to as the "**Terms**") define the rules for making donations to the Channels2Charity Foundation, with its registered office in Warsaw at ul. Promienna 10, 03-672 Warsaw, entered into the register of associations, other social and professional organizations, foundations, and independent public healthcare institutions maintained by the District Court for the capital city of Warsaw, 14th Commercial Division of the National Court Register, under KRS number: 0001034581, NIP: 5242971460, REGON: 525257161, hereinafter referred to as the "**Foundation**".
- 1.2. Donations to the Foundation may be made through a special element embedded on the websites of the Foundation's partners, administered exclusively by the Foundation, the availability of which depends on the availability of the partner's website, hereinafter referred to as the "**Widget**".
- 1.3. A donor may be a legal adult (natural person), legal entity, or an organizational unit without legal personality, hereinafter referred to as the "**Donor**".
- 1.4. The "Payment Operator" shall mean Fenige S.A., with its registered office in Warsaw, ul. Promienna 38/1, 03-672 Warsaw, KRS No. 0001057371, NIP 1182092036, REGON No. 146693435.
- 1.5. Using the donation functionality via the Widget is equivalent to reading and accepting these Terms.

2. Making Donations

- 2.1. The service provided by the Foundation electronically enables Donors to support the Foundation's statutory objectives by donating any amount of money through the Widget.
- 2.2. After selecting the donation amount, providing an email address, and accepting the Terms, the Donor will be redirected to the Payment Operator, where they will be able to submit a payment order for the selected donation amount. The recipient of the donation will be the Foundation.
- 2.3. Detailed rules for payment processing are defined in the regulations of the Payment Operator.
- 2.4. By transferring funds, the Donor makes a donation pursuant to Article 888 § 1. of the Polish Civil Code, thereby undertaking a gratuitous benefit to the Foundation at their own expense.
- 2.5. Making a payment constitutes fulfillment of the conditions of Article 890 § 1. sentence two of the Polish Civil Code, meaning that regardless of the absence of a notarial deed,

the donation is valid and effective irrespective of the form in which the declarations of will were made.

3. Purpose of Donations

- 3.1. Donations made via the Widget will be allocated to the Foundation's statutory activities, in particular to support various charitable initiatives carried out or supported by the Foundation.
- 3.2. Specific purposes for which donations made via the Widget may be used may be indicated by the Foundation and communicated on the website: <https://www.verestro.com/pl/channels2charity> or within the Widget.
- 3.3. According to § 5 of the Foundation's statute, its goals include supporting initiatives in the fields of:
 - 1) Main areas such as:
 - a) social care and support for families,
 - b) counteracting unemployment and professional activation,
 - c) promoting tolerance and non-discrimination and supporting minorities,
 - d) vocational and social reintegration of people at risk of social exclusion, including people with disabilities,
 - e) equal rights for women and men,
 - f) support for elderly persons,
 - g) counteracting addictions.
 - 2) Additional areas such as:
 - a) health protection and promotion,
 - b) education and upbringing,
 - c) development of children and youth,
 - d) culture and art,
 - e) sports and recreation,
 - f) tourism, sightseeing, and international cooperation,
 - g) economic development, entrepreneurship, and science,
 - h) information society, innovation, and invention support,
 - i) conflict and war prevention,
 - j) humanitarian aid and disaster relief,
 - k) refugee assistance and integration of foreigners,
 - l) charity and volunteering,
 - m) ecology, environmental protection, and sustainable development,
 - n) human rights and civil liberties protection,
 - o) promotion of patriotic and civic attitudes,
 - p) heritage protection and cultural assets,
 - q) consumer rights protection.

- 3.4. The Foundation does not charge any fees or commissions on donations made via the Widget. Fees and commissions may only be charged by the Payment Operator according to its regulations.
- 3.5. The final donation amount is the sum paid by the Donor minus fees and commissions of the Payment Operator.
- 3.6. A donation may be a one-time payment. The Donor may select a suggested amount within the Widget or enter their own amount.

4. Complaints

- 4.1. Complaints regarding the Widget may be submitted by the Donor to the Foundation via email at: fundacja@verestro.com.
- 4.2. The complaint should specify its subject and briefly describe the reasons for filing.
- 4.3. The Foundation will respond to the complaint within 14 days from its receipt, sent to the email address from which it was submitted.
- 4.4. If the complaint concerns the payment itself, it should be addressed directly to the Payment Operator in accordance with its regulations.

5. Personal Data – Information Clause

- 5.1. The administrator of your personal data is the Channels2Charity Foundation, based in Warsaw at ul. Promienna 10, 03-672 Warsaw, registered under KRS: 0001034581, NIP: 5242971460, REGON: 525257161 (hereinafter the "Administrator").
- 5.2. Your personal data was provided to us by the Payment Operator – Fenige S.A.
- 5.3. The Administrator ensures the protection of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR).
- 5.4. Your data will be processed solely for the purposes of:
 - executing the donation agreement – Article 6(1)(f) GDPR,
 - fulfilling legal obligations of the Administrator – Article 6(1)(c) GDPR,
 - ensuring proper contact – Article 6(1)(f) GDPR,
 - asserting or defending against legal claims – Article 6(1)(f) GDPR.
- 5.5. We retain your personal data for 5 years from the beginning of the year following the year the donation was made. For claims-related purposes, the data is stored for 3 years.
- 5.6. The Administrator does not intend to transfer your personal data to third countries or international organizations.
- 5.7. You have the right to request access to your personal data, rectification, deletion, restriction of processing, data portability, and to object to processing.
- 5.8. You can file a complaint with the President of the Personal Data Protection Office.
- 5.9. Providing personal data is necessary to support the Administrator's activities.
- 5.10. The Administrator does not engage in automated decision-making.

6. Final Provisions

- 6.1. In matters not covered by these Terms, the relevant provisions of Polish law shall apply.
All actions under these Terms are conducted in the Polish language.
- 6.2. The Terms are available within the Widget in a form that allows their reproduction and recording.
- 6.3. The Foundation reserves the right to amend these Terms.