

TERMS AND CONDITIONS

– SINGLE DONATIONS AND RECURRING DONATIONS –

1. AGREEMENT

The present “Terms and Conditions” represent an agreement between the Donor and the eLiberare Association and regulate the relationship between the parties regarding single and recurring financial donations made through the online payment platform provided by the eLiberare Association or via bank transfer to the account of the eLiberare Association.

The parties:

- eLiberare Association, headquarters in Bucharest, Calea Văcărești, no. 338, building 15, entrance 2, ap. 30, 4th District, national identification number 31440532 (from now on „eLiberare”), represents the beneficiary of the single and recurring donations.
- “Donors” refers to individuals or legal entities who wish to support the eLiberare Association, specifically the social movement against human trafficking and sexual exploitation in Romania, on a voluntary basis and without expecting anything in return.

The provisions included in this agreement may be unilaterally modified at any time by the eLiberare Association, without individual notification or informing the Donors. These provisions will be binding on visitors and, implicitly, Donors, starting from the date they are posted on the official website <https://www.eliberare.com/>, Section “Donate”.

Making donations to eLiberare implies the express acceptance of these Terms and Conditions. Each donation is subject to the applicable legislative provisions in force in Romania and the terms of this agreement.

2. DESTINATION OF FUNDS OBTAINED FROM DONATIONS

All financial contributions offered by Donors will be used exclusively to support the projects and programs carried out by eLiberare in the prevention and fight against human trafficking and exploitation, as well as the recurring activities of eLiberare. eLiberare has full discretion in deciding how to concretely use the financial contributions offered by Donors.

3. TYPES OF DONATIONS

Financial contributions may be made to eLiberare in the following forms:

- Single donations,
- Recurring monthly donations, for a period of 12 months.

4. GENERAL CONDITIONS

By making a financial contribution, the Donor understands and agrees to the following conditions:

- Individual Donors must be at least 18 years old.
- The donation is made to the eLiberare Association definitively and irrevocably, under the terms of Article 9 of Emergency Government Ordinance no. 34/2014.
- By making the donation, the Donor does not receive any benefits in exchange for their financial contribution and does not have any right to influence the activities of eLiberare.
- Donations are non-refundable, except in the cases specified in these Terms and Conditions and applicable legal provisions.
- eLiberare reserves the right to accept, refuse, or return any donation whenever it deems there are reasonable grounds for doing so.
- Donations will be used by eLiberare according to the destination specified in Chapter 2.
- All donations made to eLiberare must be processed through the "Donate" page on the website <https://www.eliberare.com/>, via the payment platform provided by eLiberare, or by direct bank transfer to eLiberare's accounts.
- **Online transactions:** To ensure the safety of transactions, eLiberare uses the independent online payment platform "Stripe", through which Donors can make payments easily and securely, with complete control (for the terms and conditions used by Stripe, please visit: <https://stripe.com/en-ro/legal/ssa>). When paying online with a bank card, you will be redirected to the secure payment platform, where you will need to enter the required card details to authorize the transaction. eLiberare does not request or store any card details. Before completing the payment and clicking the "pay" button, please check all the entered data. If the information is correct and there are sufficient funds in the bank account for the full payment, you will receive an approval message for the transaction. If there are insufficient funds, you will be informed according to the payment processor's policy. There are no additional fees for the Donor.
- Donations made through the Stripe payment platform are identified by a unique transaction number (ID/transaction code), processed directly by the platform, and will be stored by it until they are transferred to eLiberare's bank account.
- From the moment the donation is processed, eLiberare will be the legal beneficiary, with full rights to the total amount of the financial contribution offered by the Donor.

- **Bank transfer:** eLiberare also offers the option to donate directly to the Association's bank accounts, which are displayed on the official website in the “Donate” section. If the used card is associated with an account in a currency other than RON, the transaction will be processed in RON, at the exchange rate of the issuing bank. To enhance the security of online payments and align with EU regulations, banks in Romania may require an additional authentication factor. This security element may be requested during the payment authorization process, along with the 3D Secure code sent to you by SMS.

5. SPECIFIC CONDITIONS FOR RECURRING DONATIONS

By making a recurring donation, the Donor understands and agrees to pay eLiberare the chosen value of the donation via the payment platform provided by eLiberare, periodically, each calendar month, for 12 months.

The amount of the recurring donation can be modified by sending an email from the Donor to the address info@eliberare.com.

The Donor agrees to use correct, complete, and accurate details for making the donations, being solely responsible for the information provided.

Recurring donations can be made via credit or debit card and will be automatically withdrawn from the Donor's account each month, according to the terms and conditions of the Stripe platform, until they are stopped according to the provisions in *Chapter 4 – Refund of single donations. Termination of Recurring Donations.*

6. REFUND OF SINGLE DONATIONS. TERMINATION OF RECURRING DONATIONS

eLiberare reserves the right to refund any donation received when it considers that accepting the financial contribution would conflict with its mission, values, or interests and/or when the source of the contribution or the Donor's intentions might affect eLiberare's independence, image, or reputation.

In this regard, eLiberare reserves the right to make all necessary checks, and the Donor agrees to provide eLiberare with the requested information to determine the validity of such a case.

For transactions through the Stripe platform, the refund of a single donation will be made to the account from which the Donor made the payment via the payment platform used for the donation. eLiberare will notify the Stripe platform within 5 days of communicating the refund decision to the Donor. Subsequently, the Stripe platform will issue a refund request to the Donor's card issuer, and the refund period will follow the card issuer's timeline (usually 5-10 days from the notification by Stripe).

For transactions made via bank transfer to eLiberare's account, the refund will be made directly to the account from which the transfer was made, within 14 days.

Recurring donations may be terminated by the Donor at any time by sending a request to the email address info@eliberare.com.

Model request for terminating recurring donations:

Subject: Termination of Recurring Donation

To the attention of the eLiberare team,

I, the undersigned, [full name / legal entity name], respectfully request the cessation of recurring donations to the eLiberare Association starting from the date of, in accordance with Chapter 6 of Terms and Conditions for single donations and recurring donations.

In this regard, please find below the details of the bank account from which the charitable transactions were made:

Account holder name:

IBAN:

Sincerely,

The Donor understands that: (i) terminating recurring donations will only apply to future donations, i.e., for donations made after the termination date, and (ii) recurring donations made before that date are not subject to refund.

7. DONATION TRANSPARENCY

eLiberare reserves the right to:

- Request the full name and identification details of the Donor.
- Request any other information from the Donor necessary or relevant to determine the source of the donation.
- Carry out any further investigations to determine the source of the donation. The Donor's refusal to provide the requested information to eLiberare regarding the donation may entitle eLiberare to return the donation.

8. DATA PROTECTION

In carrying out eLiberare's activities, necessary protective and precautionary measures are applied to safeguard the personal data of Donors. Any personal data requested from Donors by eLiberare is protected in full compliance with Regulation (EU) 2016/679 concerning the protection of individuals regarding the processing of personal data and the free movement of such data. eLiberare does not request or store any card details of Donors (except for the IBAN required for terminating

recurring donations). Card data processing for online payments is done exclusively via the secure payment platform and under its terms and conditions.

9. LIABILITY

Neither eLiberare nor any affiliated persons, employees, directors, president or contractors will be liable for any loss suffered by a Donor or another person arising directly or indirectly from any donation, including loss of income, profits, business, or unrealized benefits, loss of use, commercial value, or data loss, regardless of whether such losses are caused by breach of contract, civil liability, or any other cause, except where the exemption or limitation of liability is not permitted by applicable law.

Acceptance of the Terms and Conditions by Donors is confirmed by ticking the box on the website when donating.

eLiberare makes continuous efforts to ensure the information provided on the site is correct and up-to-date, and that any additional requests for information from visitors or Donors are handled in a timely manner, but it does not assume responsibility for any errors or omissions that may occur, or for any delays in responding to requests. Visitors and Donors bear full responsibility for the use of the site and the data and information they disclose through it.

By using the site, Donors agree – regardless of circumstances – that neither eLiberare nor its collaborators will be held responsible for the information provided/contained/omitted or for any potential losses or damages, of any nature, incurred by a Donor who bases their decisions, actions, or inactions on the information taken from the site.

eLiberare is not liable for inaccurate or false data and information provided by Donors.

Donors declare that they understand eLiberare has no control and no obligation to act with regard to: the effect of the site's content on the visitor; the interpretation or use of the content by the visitor; the actions taken by the visitor following access to the content; the content of materials/information found on links to other websites, their privacy policy, regulations, or terms and conditions (it is recommended to consult their legal terms and personal data processing information beforehand); damages resulting from the non-functioning of the site, as well as those arising from the inability to access certain links published on the site.

eLiberare does not assume any liability for any direct, indirect, incidental damage arising from the use or inability to use the site. The Donor understands that eLiberare is not responsible for any loss, costs, processes, claims, expenses, or other damages, if these are caused directly by non-compliance with the Terms and Conditions.

10. FINAL PROVISIONS

The parties agree that if any provision of this agreement – Terms and Conditions – is declared null, illegal, invalid, or unenforceable under Romanian law, the other provisions of the agreement will not be affected or prejudiced by this. The parties agree to make every effort to modify any clause declared null, illegal, or unenforceable to make it valid, legal, or enforceable, while preserving the purpose of these Terms and Conditions as much as possible.

The Terms and Conditions constitute the entire agreement between the Donor and eLiberare regarding the financial contribution made.

None of the provisions in these Terms and Conditions are intended to grant any contractual benefit to any third party.

This agreement and any non-contractual obligations arising from it will be governed by the applicable Romanian legislation. Any disputes will first be subject to amicable resolution, and only in case of continued conflict will be subject to the exclusive jurisdiction of the Romanian courts.

11. CONTACT

For any questions or concerns regarding donations or using the website, please contact us at the following email address: info@eliberare.com.