# **User Agreement**

This User Agreement sets forth the terms and conditions for the use by Users of the materials and services on the https://sunofhope.fund/ website (the "Website"). The Website is owned by the Sun of Hope Public Foundation.

# 1. General provisions

- 1.1 The following terms and definitions shall apply to this Agreement and the relationship between the parties arising out of or relating to it:
- (a) Website an automated information system available on the Internet at the address: https://sunofhope.fund (including subdomains)
- b) User a person who accesses and uses the Website via the Internet.
- c) Content any information material, including textual, graphic, audiovisual and other material accessible on the Website.
- 1.2 Use of the Website in any manner and form within its stated functionality, including: viewing the content of the Website;

subscribing to the newsletter;

sending a message via online forms on the Website;

contacting the website's customer service using the details published on the website; otherwise using the Website creates an agreement on the terms and conditions of this Agreement and the documents referred to herein, which agreement shall be binding on the parties following the provisions of Articles 396, and 398 of the Civil Code of the Kyrgyz Republic.

- 1.3. by using one of the above-mentioned ways of using the website The User acknowledges that:
- (a) I have read the terms and conditions of this Agreement in full before using the Service.
- b) He/she accepts all the terms and conditions of this Agreement in full without exceptions or limitations and agrees to abide by them or cease using the Website.
- c) The user confirms that he/she is acting on his/her behalf and in his/her interest, confirms his/her consent to the transmission of his/her data to the owner of the website and, by providing it on the website, guarantees the accuracy of the personal data provided.

#### 2. General conditions for the use of the service

2.1 The conclusion of this Agreement is conditional upon the User's full and unconditional acceptance of and compliance with the requirements and provisions outlined in the Privacy Policy published on the Internet at https://sunofhope.fund, which contains the rules for the provision and use of confidential information, including personal user data, in the cases specified below. 2.2. the Website Administration has the right to restrict the use of the Website and introduce other technical restrictions, which will be brought to the attention of the Users from time to time in the form and method chosen by the Website Administration.

# 3. Restrictions

3.1 The relations of the Parties concerning the provision of the Service free of charge are not subject to the provisions of the legislation on the protection of consumer rights.

- 3.2. The service is in the phase of constant addition and updating of new features. The form and nature of the content may change without prior notice to the User. The administration of the Website has the right, at its sole discretion, to discontinue (temporarily or permanently) the provision of the Content (or individual functions within the Services) to the User without prior notice.
- 3.3. The user does not have the right to independently or with the assistance of third parties: copy (reproduce) the computer programs and databases contained in the Website, including all their elements and contents, in any form and in any way, without obtaining the prior written consent of the Owner;

open technology, emulate, decompile, disassemble, decrypt and perform other similar actions with the Website;

- create software products and/or services using the Website without prior permission of the copyright owner.
- 3.4. the user is informed that the administration of the website is not responsible for visiting and using external resources to which links may be included on the website.
- 3.5. the Administration has the right to delete from the Site any materials, information and other content that violate the rights of third parties or are incompatible with the legislation of the Kyrgyz Republic.

#### 4. Notifications

- 4.1 The User agrees to receive information e-mails from the Administration of the Site to the email address and/or subscriber telephone number provided by the User when using the Service, to inform about the activities of a charitable foundation, notifications about ongoing actions and events, to send messages etc.
- 4.2. The User has the right to refuse to receive informational materials at any time, as specified in item 4.1 of this Agreement, by sending an appropriate letter in free form to the official e-mail addresses through which communication is carried out with

the administration of the Website. The User undertakes to provide sufficient information in such a message to identify it.

#### 5. Other conditions

5.1 This Agreement, the procedure for its conclusion and execution, as well as issues not regulated in this Agreement, shall be governed by the applicable law of the Kyrgyz Republic