

Ukrainian Refugee Foundation (URF) – Terms of Service

Effective Date: September 15, 2022

These Terms of Service (“Terms”) govern your use of websites and services operated by the **Ukrainian Refugee Foundation (“URF,” “we,” “our”)**, including <https://theurf.org/> (the “Services”). By accessing the Services or making a donation, you agree to these Terms. If you do not agree, please do not use the Services.

1. Donations to URF

1.1 Nature of Contributions

All donations are made to URF, a U.S. 501(c)(3) public charity (**EIN: 88-1318523**). Contributions may be made in cash, marketable securities, or other assets acceptable to URF.

1.2 Use of Funds

URF uses donations to provide urgent, human-centered aid across Ukraine, including support for children, refugees, frontline defenders (non-lethal assistance), and abandoned animals. Funds may also support medical aid, evacuation assistance, and other charitable activities consistent with URF’s mission.

URF may grant funds to qualified U.S. public charities or to foreign charitable organizations that we determine to be the equivalent of U.S. public charities. URF does **not** grant funds directly to individuals, supporting organizations, or non-operating private foundations.

If a designated program becomes unavailable or impractical, URF may redirect remaining funds to the closest related charitable purpose or to general humanitarian support.

1.3 Donor Preferences

You may express a preference that your donation support a specific URF program or that URF re-grant funds to a qualified charity. By making such a recommendation, you confirm that:

- It will not result in any personal or non-incidental benefit to you or your family;
- It will not satisfy a personal pledge;
- It will not pay for goods, services, or event participation.

URF must, as required by law, retain **exclusive legal control and discretion** over all donations.

1.4 Tax Deductibility & Refunds

Your donation to URF is an **irrevocable charitable gift**. Refunds may be issued in limited circumstances consistent with URF’s Donation Refund Policy and only if the funds have not yet been used or committed.

URF will issue your official donation receipt.

2. Donor Privacy

URF protects donor privacy and **does not routinely share donor information** with partner organizations. Any sharing that occurs is **incidental and limited** to situations where it is operationally necessary and aligned with donor intent.

If you wish to ensure complete privacy, you may:

- donate **anonymously**, or
- indicate your preference in the **donation notes** or by contacting us directly.

URF never sells or exchanges donor information.

3. Indemnification and Release

You agree to indemnify and hold harmless URF, its officers, directors, employees, volunteers, and agents (“URF Parties”) from any claims, liabilities, losses, or expenses (including reasonable attorneys’ fees) arising out of your use of the Services or violation of these Terms.

To the extent allowed by law, you also release URF from any claims arising out of disputes between you and third parties encountered through the Services.

If you are a California resident, you waive Civil Code §1542 (and any similar provision in other jurisdictions), acknowledging that this release extends to unknown as well as known claims.

4. Agreement to Arbitrate

Any dispute between you and URF relating to these Terms or the Services will be resolved through **binding arbitration**, except that qualifying claims may be brought in small-claims court.

4.1 No Class Actions

Claims must be brought **only on an individual basis**. You and URF waive any right to participate in a class, collective, or representative action.

If a court finds that this waiver prevents a party from pursuing public injunctive relief, that specific claim may proceed in court; all other claims must be arbitrated.

4.2 Rules and Fees

Arbitration will be administered by the **American Arbitration Association (AAA)** under the Federal Arbitration Act. Fees will be allocated according to AAA rules unless otherwise required by law or agreed by the parties.

Arbitration awards are final and may be enforced in any court of competent jurisdiction.