
Terms of Service for the "VPRYTUL" Mobile Application

1. Introduction and License

1.1. The "VPRYTUL" mobile application and the official website www.vprytul.app (collectively referred to as the "App," "Site," or "Service") constitute a digital platform created for interaction between the SERHIY PRYTULA CHARITY FOUNDATION (EDRPOU code: 43720363) (hereinafter referred to as the "Foundation" or "Publisher") and its users (hereinafter referred to as "you," "your," or "User"). The App allows you to access the Foundation's informational content, participate in beneficial initiatives (quests), engage in community voting, and make charitable contributions to support the Foundation's projects.

1.2. The Software is a mobile application that integrates the "Qela App" software as a licensed component (hereinafter referred to as the "Qela App"). The intellectual property rights to the "Qela App" belong to Qela Inc. (Delaware, USA). The **SERHIY PRYTULA CHARITY FOUNDATION (EDRPOU code: 43720363)** has the right to use the "Qela App" as part of the Software and to grant Users the right to such use under Sublicense Agreement No. 1, dated July 27, 2026. The parties to this agreement are LIVECODES LLC (EDRPOU code: 46269947), acting as the Sublicensor, and the **SERHIY PRYTULA CHARITY FOUNDATION (EDRPOU code: 43720363)**, acting as the Sublicensee. LIVECODES LLC obtained the respective rights to distribute the "Qela App" as a Licensee of Qela Inc.

1.3. These Terms of Service (the "Terms"), together with the Privacy Policy, govern your relationship with the Foundation while using the App. Before using the Service, you must read and accept these Terms.

1.4. To use the App independently, you must be of legal age (at least 18 years old) or possess full legal capacity to make charitable contributions. Individuals aged 16 and older may use the App strictly with the consent and under the supervision of a parent or legal guardian.

2. Changes to the Terms and the App

2.1. We may occasionally update the App's features or amend these Terms. We will notify you of any updates to the Terms by changing the effective date at the top of the document or through an in-app notification.

2.2. Your continued use of the App after changes are made constitutes your acceptance of the updated Terms. If you do not agree with the changes, you must stop using the App and delete it.

2.3. App updates are periodically released through the Apple App Store and Google Play Store. To ensure the Service functions correctly, you may be required to download the latest version of the App.

3. Technical Requirements and Access

3.1. The App is available for mobile devices running iOS and Android operating systems. We aim to support the two most recent stable OS versions available on the market.

3.2. You are solely responsible for ensuring your device meets the technical requirements of the App (e.g., sufficient storage space, updated OS, stable internet connection). The Foundation is not liable for limited App functionality caused by your device's technical limitations or the quality of your internet service provider.

3.3. Access to the App may be temporarily limited or suspended without notice for maintenance, server upgrades, or bug fixes.

4. Code of Conduct and User-Generated Content (UGC)

4.1. The Foundation grants you a free, non-exclusive, revocable license to use the App for personal, non-commercial purposes.

4.2. You agree not to engage in the following activities:

- Using the App for illegal purposes or to harvest other users' data;
- Attempting to access other users' accounts or breach the security system;
- Impersonating another person or falsifying your personal information;
- Copying, decompiling, modifying, or integrating the App's code into other software without the Foundation's written consent.

4.3. Strict Content Requirements (Apple EULA and Google Play): The App allows you to upload photos, videos, and text (e.g., to verify quest completion). It is strictly prohibited to publish User-Generated Content (UGC) that contains:

- Calls to violence, terrorism, hate speech, harassment, or discrimination of any kind;
- Pornographic material, sexually explicit content, or nudity;
- Unauthorized advertising, spam, scams, or deceptive schemes;
- Software viruses or malicious code;
- Material that infringes upon the copyrights or privacy rights of third parties.

4.4. Any content you publish (excluding private messages) is considered public. You grant the Foundation a royalty-free right (license) to use these photos and texts in reporting videos, social media posts, and presentations to demonstrate the impact of the community's charitable projects.

5. Engagement Economy: Quests, Coins, and Ratings

5.1. The App includes gamification elements: completing tasks (quests), earning virtual points ("Coins"), and accumulating community rating points.

5.2. Legal status of points: All in-app points, Coins, badges, and ratings are strictly interface elements. They have no financial value, are not legal tender, currency substitutes, property, or electronic money.

5.3. Coins cannot be exchanged for real money, withdrawn from the system, or transferred to other users. They can only be used within the App to redeem symbolic rewards or souvenirs (Foundation or partner merchandise), subject to availability in the in-app store.

5.4. Rating points reflect your activity and solely influence your "voting weight" during internal community polls regarding the Foundation's initiative priorities. These votes are purely advisory for the Foundation's management.

6. Charitable Contributions and Donations

6.1. The App allows you to make one-time charitable donations or set up recurring monthly subscriptions through integrated payment gateways (including LiqPay).

6.2. All transactions are voluntary, non-refundable charitable contributions directed toward the Foundation's statutory activities. In accordance with the Law of Ukraine "On Charitable Activities and Charitable Organizations," charitable donations are subject to a strict no-refund policy, except in cases explicitly mandated by law.

6.3. The Foundation is not liable for any errors, failures, or payment delays occurring on the side of acquiring banks or payment systems.

7. Moderation, Complaints, and Account Blocking

7.1. The Foundation actively moderates User-Generated Content and profiles. We reserve the right to remove any content that violates these Terms or our Community Guidelines without prior notice.

7.2. In the event of severe or systematic violations (e.g., posting hate speech, explicit content, or attempting fraud), the Foundation reserves the right to immediately suspend or permanently block a user's account.

7.3. Rights Protection and Reporting: If you believe another user's content infringes on your copyrights, is offensive, or objectionable, you may report it directly through the App's reporting mechanism or email us with a specific link and evidence of the violation.

8. Termination and Account Deletion

8.1. You may terminate this agreement at any time by completely deleting your account.

8.2. Deletion can be executed directly within the App (via the profile settings menu) or by sending an official request to our support email. The procedure for deleting your Personal Data is detailed in Section 10 of the Privacy Policy.

8.3. The Foundation may discontinue support for the App at any time, providing advance notice to users whenever possible.

9. Limitation of Liability

9.1. The App and all its content are provided on an "AS IS" basis. The Foundation makes no warranties, express or implied, that the App will be uninterrupted, entirely secure, or free from minor technical errors.

9.2. To the maximum extent permitted by applicable Ukrainian law, the Foundation shall not be liable for any direct or indirect damages, data loss, or device damage resulting from the use or inability to use the App.

9.3. The Foundation is not liable for failing to fulfill obligations under these Terms if caused by Force Majeure events (e.g., acts of war, power blackouts, cyberattacks on critical infrastructure).

10. Dispute Resolution and Final Provisions

10.1. These Terms are governed by and construed in accordance with the substantive and procedural laws of Ukraine.

10.2. All disputes and claims arising in connection with the use of the App shall be resolved through amicable negotiations. If an agreement cannot be reached, the dispute shall be submitted to the competent courts of Ukraine under established legal jurisdiction.

10.3. Severability: If any provision of these Terms is found to be invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions, which will remain in full force and effect.

11. Contact Us

For any questions regarding the App, bug reports, or content complaints, please contact us:

- **Organization:** SERHIY PRYTULA CHARITY FOUNDATION (EDRPOU code: 43720363)
- **Support Email:** vprytul@prytulafoundation.org
- **Legal / Physical Address:** 65 Oles Honchar Street, Kyiv, 01054, Ukraine.