SoundBloqs

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OFFER:

PUBLIC OFFER TO CONCLUDE A DONATION AGREEMENT

v.20230113

1. General provisions

1.1. This public offer (hereinafter referred to as the "Offer") is an offer of the community of authors and performers "SoundBloqs", represented by its creator and organizer Aleksei Andreev (hereinafter referred to as the "Beneficiary", "Community"), to conclude a charitable donation agreement on the following terms (hereinafter referred to as "Contract") with any individual or legal entity, individual entrepreneur who responded to such an offer (hereinafter referred to as the "Benefactor").

1.2. Beneficiary is not a registered legal entity in the Russian Federation.

1.3. This offer is a public Offer in accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation. Acceptance of the Offer by the Benefactor is equivalent to the conclusion of a Contract on the terms set out in the Offer.

1.4. The Offer comes into force from the day following the day of its posting on the Community's website on the Internet at: https://www.soundbloqs.com/public-offer/ (hereinafter referred to as the Website).

1.5. The Offer is open-ended and valid until the day following the day of its removal from the pages of the Site. The Beneficiary has the right to cancel the Offer at any time without explanation. Acceptance of the Offer after the date of cancellation of the Offer is not allowed.

1.6. The text of the Offer may be changed or supplemented by the Beneficiary without prior notice, the new version of the Offer is valid from the day following the day of its posting on the Website.

1.7. The invalidity of one or more terms of the Offer does not entail the invalidity of all other terms of the Offer.

1.8. The Offer does not imply the possibility of changing the terms by the Benefactor.

1.9. Within the framework of this Contract, donations (hereinafter referred to as Donation) are recognized:
- any funds, both in cash, non-cash, and in digital form;
- any checks, bills of exchange, bank cards, shares and any other money-backed financial instruments;
- any cryptocurrencies.

2. Subject of the Contract

2.1. The Benefactor voluntarily and gratuitously transfer of Donation to the Beneficiary as a charitable donation in any way convenient for him in the amount determined by the Benefactor, and the Beneficiary accepts the Donation and uses it for his areas of activity specified in clauses 2.2.-2.3. of the Contract. The fact of the Donation transfer indicates the full agreement of the Benefactor with the terms of this Contract.

2.2. The activities of the Beneficiary include and are not limited to the following: creation of works of art (music, cinema, theater, etc.); implementation of creative projects and payment for the work of their co-executors; support (purchase, repair and maintenance) of studio audio and video equipment; rental/purchase of licenses for computer software; touring activities; travel expenses; rental/purchase costs of residential, office, industrial, warehouse and other real estate objects; rental/purchase of vehicles; payment for the work of service personnel working both on a paid and gratuitous basis; financing the construction of multifunctional cultural and entertainment centers, recording studios, film studios around the world and capital construction projects; charitable and other activities that contribute to improving the material and spiritual situation of the authors and performers of the Community.

2.3. The list of activities may be supplemented and/or changed by the Beneficiary at any time and without prior notice.
2.4. The implementation of actions by the Benefactor under this Contract is recognized as a Donation in accordance with Article 582 of the Civil Code of the Russian Federation.
2.5. The Benefactor confirms that the Donation transferred to the Beneficiary belongs to the Benefactor on the right of ownership, is not burdened with the rights of third parties, and the gratuitous transfer of the Donation by the Benefactor to the Beneficiary does not violate the rights of third parties and the norms of the current legislation of the Russian Federation.
2.6. The Benefactor confirms that he has the right to make a Donation on his own or has received the necessary consents and permits to make a Donation.
2.7. The Beneficiary and the Benefactor (hereinafter referred to as the Parties) hereby confirm that they are not aware of any circumstances or requirements preventing the transfer of the Donation to the Beneficiary.
2.8. The Contract is a contract of accession (Article 428 of the Civil Code of the Russian Federation). The terms of the Contract are accepted by the Benefactor by joining this Contract as a whole. At the same time, the Benefactor confirms full agreement with the terms of the Contract and that the Contract does not contain burdensome conditions for him that he would not accept if he had the opportunity to participate in determining the terms of this Contract.

3. Donation transfer procedure

3.1. The Benefactor independently determines the amount of the Donation and transfers it to the Recipient in any convenient way, by transferring it to the Recipient's details specified in clause 6 of the Offer, using plastic (bank) cards, payment terminals, electronic payment systems and other solutions that help make the transfer (including blockchain technology) Donation to the Beneficiary.

3.2. When making a Donation transfer, the Benefactor has the right not to specify any additional information in the message to the Beneficiary, but we recommend adding the following text to the accompanying message (Field: Remittance Information) in any of two languages: in Russian – "ПОЖЕРТВОВАНИЕ АЛЕКСЕЮ АНДРЕЕВУ (СООБЩЕСТВО САУНДБЛОКС). ДОГОВОР ПОЖЕРТВОВАНИЯ № ___." or in English – "DONATION TO ALEKSEI ANDREEV (SOUNDBLOQS COMMUNITY). DONATION AGREEMENT № ___.". Number the donation agreement is provided to the Benefactor by the Beneficiary before making a transfer.

3.3. If the method of Donation transfer chosen by the Benefactor does not allow you to write the accompanying text specified in paragraph 3.2. in the message, or the Benefactor forgot to specify it in the purpose of payment, and the transfer has already been sent, then the Benefactor can send this text (with information about the completed transfer attached) via Feedback form or through the MailBox message service.

3.4. The performance by the Benefactor of the actions provided for in paragraph 3.1. of the Offer is considered acceptance of the Offer in accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation.

3.5. Acceptance of the Offer by the Benefactor means that the latter, a fully capable individual, individual entrepreneur or legal entity, has read and agrees with all the terms of this Offer.

3.6. The date of acceptance of the Offer and, accordingly, the date of conclusion of the Contract is the date of receipt of the Benefactor's funds to the current account and/or electronic wallets of the Beneficiary, or, in appropriate cases, to the Beneficiary's account in the payment system.
3.7. The place of conclusion of the Contract is the city of Moscow of the Russian Federation. In accordance with paragraph 3 of Article 434 of the Civil Code of the Russian Federation, the Contract is considered to be concluded in writing.
3.8. The terms of the Offer are determined in the wording (subject to amendments and additions) effective on the day of the transfer of funds by the Benefactor as a Donation.
3.9. By accepting the terms of this Offer, the Benefactor confirms the voluntary and gratuitous nature of the donation and indicates the absence of any coercion and/or encumbrance.
3.10. Every currently occurring and/or completed transfer by the Benefactor of monetary, digital, virtual or any other financial funds (including cryptocurrencies) is recognized as a Donation, cannot be canceled and cannot be refunded.

4. Rights and obligations of the Parties
4.1. The Beneficiary undertakes to use the funds received from the Benefactor under this Contract strictly in accordance with the current legislation of the Russian Federation.
4.2. The Donation received from the Benefactor, partially or completely unspent, is not returned, but is redistributed by the Beneficiary independently to the areas of his activity.
4.3. The Beneficiary does not bear any obligations to the Benefactor.
4.4. The Beneficiary has the right to ask the Benefactor to conclude an additional donation agreement.
4.5. The Beneficiary has the right to refuse, without giving reasons, to a potential Benefactor in cooperation and not to accept Donation from him.

5. Other conditions

5.1. This Offer (Contract) are regulated and subject to interpretation in accordance with the legislation of the Russian Federation.

5.2. All disagreements and disputes arising between the Parties in connection with or as a result of this Offer (Contract) are resolved through negotiations.

5.3. If it is impossible to resolve the existing disagreements, disputes or claims arising from this Offer (Contract) or in connection with them, including those relating to their execution, violation, termination or invalidity, they are subject to resolution in a court of general jurisdiction at the place of registration of the Beneficiary.

5.4. The Parties take into account and agree that the official language of this Offer is Russian.

6. Banking details *

* To process documents, obtain bank details, addresses for the transfer of digital and virtual funds, please contact us via the Feedback form or via the MailBox message service.

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THANKS FOR HELPING OUR PROJECTS

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