

The Global Fund Terms of Use of wambo.org

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. Terms of use

- 1.1 These terms of use (together with the documents referred to herein) tell you the terms on which you may make use of our website (*www.wambo.org*) (**our site**). Use of our site includes accessing, browsing, or registering to use our site.
- 1.2 Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of these terms for future reference.
- 1.3 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
- 1.4 If you do not agree to these terms of use, you must not use our site.
- 1.5 You will ensure that any authorized users who use our site on your behalf comply with these terms of use.

2. Information about us

- 2.1 *www.wambo.org* is a site operated by the Global Fund to Fight AIDS, Tuberculosis and Malaria (**we, our, us** or **the Global Fund**). We are an international financing institution, duly formed as a not-for-profit foundation organized under the laws of Switzerland with its registered office at Global Health Campus, Chemin du Pommier 40, 1218 Grand-Saconnex, Geneva, Switzerland.

3. Other applicable terms

- 3.1 When using our site you continue to be bound by any other agreements or policies in respect of your participation in wambo.org (including, for example and as applicable, any PPM or wambo.org/UN Web Buy Registration Letters and Grant Agreements or Procurement Services Agreements) (each, an **Underlying Contract**).

4. Membership Options¹

- 4.1 The Global Fund offers three membership options for Principal Recipients: Basic Membership, General Membership and Pooled Membership. This clause 4 provides general information about classes of membership but does not create any right or

¹ This section 4 is not applicable to Procurement Services Agents.

obligation on us or on you. When subscribing to a membership of choice via the On-Boarding Form, you confirm that you accept the terms of use that apply to that membership option.

4.2 Basic Membership.

- (a) As a Basic Member, you can use the search and browse functionality.
- (b) The access to our site via the Basic Membership is not linked to any Global Fund grant(s).

4.3 General Membership.

- (a) As a General Member you can use the search and browse functionality. You can also place orders from the UN Web Buy Plus catalogue via our site.
- (b) Upon having signed the wambo.org/UN Web Buy Plus Registration Letter, your registration must be accepted by the Global Fund. Once accepted, you will have access to the relevant catalogue on wambo.org.
- (c) The General Membership is valid for the duration specified in the wambo.org/UN Web Buy Plus Registration Letter, unless otherwise agreed with us.
- (d) You can downgrade from General to Basic Membership at the end of the procurement / grant cycle (as specified in the wambo.org/UN Web Buy Plus Registration Letter). When downgrading, you accept the terms that apply to that membership.

4.4 Pooled Membership.

- (a) As a Pooled Member you can use the search and browse functionality. You can also place orders from catalogues via our site, including PPM catalogues.
- (b) Upon having signed the PPM Registration Letter, your registration must be accepted by the Global Fund. Once accepted, you will have access to the relevant catalogues on wambo.org.
- (c) The Pooled Membership is valid for the duration specified in the PPM Registration Letter, unless otherwise agreed with us.
- (d) You can downgrade from Pooled to Basic Membership at the end of the procurement / grant cycle (as specified in the PPM Registration Letter). When downgrading, you accept the terms that apply to that membership.
- (e) You can downgrade from Pooled to General Membership at the end of the procurement / grant cycle (as specified in the PPM Registration Letter) upon signing the wambo.org/UN Web Buy Plus Registration Letter. When downgrading, you accept the terms that apply to that membership.

5. Placing and accepting orders

- 5.1 If you are using our site as a Principal Recipient registered under the PPM, you agree that placing an order on our site shall be deemed to constitute a “Contractor Agreement” for the purposes of the PPM Registration Letter. You agree that the terms and conditions of the PPM Registration Letter and these terms of use (as may be amended from time to time) shall apply to all products procured through or facilitated by wambo.org.
- 5.2 If you are using our site as a Principal Recipient registered under the PPM, you agree that procurement using wambo.org is consistent with all applicable national procurement laws and regulations pertinent to Your country and the terms of your relevant Grant Agreement with the Global Fund, including those related to intellectual property and competition, and that any necessary waivers and/or exemptions to enable orders through wambo.org will be sought and granted before any transaction is executed on wambo.org.
- 5.3 If you are using our site as a Procurement Services Agent, you agree that accepting an order on our site shall be deemed to constitute an order that is in accordance with the Procurement Services Agreement.

6. Changes to these terms

- 6.1 We may revise these terms of use at any time by amending these terms of use on wambo.org.
- 6.2 You will be deemed to accept such changes unless you notify us otherwise within thirty (30) days of notification.

7. Changes to our site

- 7.1 We may update our site from time to time, and may change the content at any time.
- 7.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.

8. Accessing our site

- 8.1 Our site is made available free of charge.
- 8.2 We do not guarantee that our site, or any content on it, will always be available or uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

8.3 You are responsible for making all arrangements necessary for you to have access to our site.

9. Your account and password

9.1 You must treat any user identification code, password or any other piece of information relating to our security procedures as confidential. You must not disclose it to any third party. To the extent permitted by applicable law, you agree to accept responsibility for all activities that occur under your account or password.

9.2 If your user identification code or password is used, we are entitled to assume that it is used by you (or by an authorized user on your behalf).

9.3 We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time.

9.4 If you know or suspect that anyone other than you knows your user identification code or password, or if you know or suspect that there has been unauthorized use of that information, you must promptly notify us at info@wambo.org.

10. Your use of our site

10.1 You may use our site for only lawful purposes. In particular, you may not use our site:

- in any way that breaches any applicable local, state, national or foreign law, treaty or regulation;
- in any way that submits or otherwise distributes unlawful, defamatory, abusive, obscene, threatening, libellous, offensive or otherwise unlawful materials; or
- in any way that may violate our or any third party rights including under copyright, trademark or privacy law.

10.2 We reserve the right to refuse service, terminate accounts or take other appropriate steps if you are in breach of applicable laws, these terms of use, any Underlying Contract or any other applicable terms and conditions, guidelines or policies.

10.3 We may, in our absolute discretion, terminate your membership on providing thirty (30) days' prior written notice.

11. No reliance on information

11.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on our site.

11.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

12. Intellectual Property Rights

12.1 Our site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, logos, and the design, selection and arrangement thereof) (Content) is owned by us, our licensors or other providers of such material. We reserve sole proprietary rights including copyright, trademark, and other intellectual property rights over all Content. No right, title or interest in or to our site or any Content on our site is transferred to you, and all rights not expressly granted, are reserved solely by us.

13. Limitation of our liability

13.1 Nothing in these terms of use excludes or limits any of our liability that cannot be excluded or limited by applicable law.

13.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

13.3 Save for any legal relationships created through the use of our site (which will be governed by the relevant Underlying Contract(s)), we will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of, or reliance on, any content displayed on our site.

In particular, we will not be liable for:

- loss of profits, sales, business, revenue or data;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

13.4 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

- 13.5 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.
- 13.6 We assume no responsibility for incorrect or inaccurate information provided on any form uploaded on, or downloaded from, wambo.org, nor on the authenticity of signatures therein.
- 13.7 If notices are given or made by you by email or other electronic form of communication, as may be further specified in the Underlying Contract(s), you must, upon request, deliver the original notice to the Global Fund and agree to keep the Global Fund indemnified against any loss of any nature whatsoever arising to the Global Fund as a result of acting upon such notice or instruction. The Global Fund accepts no responsibility for any loss caused as a result of non-receipt of any notice or instruction sent by email or other electronic form of communication. The Global Fund may rely conclusively and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed or approved by an authorized officer or other properly authorized person.

14. Reliance

- 14.1 You understand that we may rely on the accuracy, integrity, quality, reliability, legality and appropriateness of all information you provide to the Global Fund on and/or in connection with wambo.org, including with respect to whether your national laws and/or policies consider electronic approvals as legally binding approvals and whether any applicable national laws authorize procurement through wambo.org.
- 14.2 You agree to defend, indemnify and hold harmless the Global Fund, its directors, officers and employees and of the Global Fund's agents and contractors from and against any and all losses of the Global Fund, its directors, officers and employees, and any and all claims, liabilities, suits, actions (including charges, disbursements and reasonable fees of counsel), proceedings, damages, expenses and obligations of any kind that may be incurred by the Global Fund or asserted against the Global Fund, its directors, officers and employees by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) any breach of the terms of any Underlying Contract or any representations and warranties made therein.

15. Viruses

- 15.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 15.2 You are responsible for configuring your information technology, computer programs and platform in order to access our site. You should use your own virus protection software.

- 15.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We may cooperate with law enforcement authorities in relation to any such misuse, including by disclosing your identity to them.

16. Linking to our site

You may not link to any part of our site without our prior written permission. We reserve the right to withdraw any such permission with immediate effect.

17. Data Protection

- 17.1 We may process any data you provide to us including data you provide by entering information on our site or by corresponding with us by phone, e-mail or otherwise. This may for example include information you provide when you register to use our site, subscribe to our service, place orders or report a problem with our site. The information you give us may for example include your name, address, e-mail address, phone number, personal description, approval hierarchies, and potential authorized users (***your data***).
- 17.2 You are not permitted to upload:
- any health information meaning any information, whether oral or recorded in any form or medium, that:
 - is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
 - relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual;
 - any sensitive personal information meaning your first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to you:
 - social security number;
 - driver’s license number or state-issued identification card number; or
 - financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a person’s financial account.
- 17.3 Your data is controlled by us. We are responsible for the collection, use, disclosure, retention and protection of your personal information in accordance with applicable laws.

- 17.4 We will use your data for legitimate purposes of our organization, including but not limited to: (i) carrying out our obligations arising from any contracts entered into between you and us and providing you with the information, products and services that you request from us, (ii) notifying you about changes to our service, (iii) tailoring our site to your specific needs, (iv) offering information that may be of interest to you, (v) analysis and other institutional purposes, and (vi) other legitimate purposes of our organization.
- 17.5 We may share your data with selected third parties including business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you, if we are under a duty to disclose, or for other legitimate purposes of our organization.
- 17.6 Your data may be transferred to, and processed in, any country worldwide, including outside of our home country, Switzerland (including, for example, the US). By submitting your personal data, you agree to this transfer and processing.
- 17.7 You have the right to access data held about you. You also maintain a right to rectification with regard to your data and may request modification or deletion of your data, in whole or in part, at any time. You are responsible for the accuracy, integrity, quality, reliability, legality and appropriateness of the personal data provided.
- 17.8 Questions, comments and requests regarding privacy policy are welcomed and should be addressed to personaldataprotection@theglobalfund.org.

18. Cookies

- 18.1 Small text files called cookies are sent to your internet browser to help store preferences and record session information. Cookies enhance your experience on our site. Cookies do not collect other data from a computer's hard drive. You have the option to enable and disable cookies; however, you may not be able to use certain features of our site if you disable cookies. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you access our site.
- 18.2 Our site automatically collects non-personally-identifiable information using our site's cookies to monitor your usage patterns and information. Examples of the collected information include: (i) domain names, (ii) time and date stamps, (iii) IP addresses, browser types or operating systems, (iv) pages that you view and the links used to arrive at the pages, (v) domain names of other websites that are linked to our site, (vi) our site landing pages and (vii) other general demographic information.
- 18.3 We will analyse browsing patterns and usage trends of visits of our site with the information collected through cookies.

19. Third party links and resources in our site

- 19.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 19.2 We have no control over the contents of those sites or resources.

20. Privileges and immunities

Nothing in or related to these terms of use may be construed as a waiver, express or implied, of the privileges and immunities accorded to us under: (i) international law, including international customary law, any international conventions, treaties or agreements, (ii) any national laws including but not limited to the United States of America's International Organizations Immunities Act (22 United States Code 288f-6), or (iii) the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

21. Applicable law and dispute settlement

- 21.1 These terms of use shall be governed by the UNIDROIT Principles of International Commercial Contracts (2004).
- 21.2 Any dispute, controversy or claim arising out of or related to these terms of use or the breach, termination or invalidity thereof or to any use of our site by you or of the content available therein and the applicable licenses, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules. The Global Fund and you agree to be bound by the arbitration award rendered as a final adjudication. The appointment authority of such arbiter shall be the International Chamber of Commerce International Court of Arbitration. The number of arbitrators shall be one. The place of arbitration shall be Geneva, Switzerland. The language used in the arbitral proceedings shall be English.

22. Contact us

To contact us, please email info@wambo.org.

I agree to the terms of use set out above.

Authorized signatory: