**THE GLOBAL FUND: TERMS OF USE OF WAMBO.ORG**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

# Terms of use

1.1. These terms of use (together with the documents referred to) tell you the terms under which you may make use of our procurement website, www.wambo.org (**our site**). Wambo.org is an electronic platform, which operationalizes the leveraged Pooled Procurement Mechanism (PPM). These terms are for transactions using wambo.org, whether with grant funds or non-Global Fund-financed orders by governments and non-government development organizations in Global Fund-eligible and transitioned countries (**non-GF grant**). As necessary, terms that are specific to procurements made with grant funding or non-GF grant are detailed, otherwise the terms apply to use of our site with any source of funding.

1.2. Please read these terms of use carefully before you start to use our site.

1.3. Through your approved Application for Registration to use wambo.org and your continued use of 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. If you are using this site on behalf of an organization, you are responsible for ensuring that your use is authorized by the organization you are representing.

1.6. You will ensure that any authorized users who use our site on your behalf comply with these terms of use.

1.7. These terms of use may be modified from time to time by the Global Fund at its sole discretion. Your continued use of the site shall constitute acceptance of any changes to the terms unless you notify us within 30 days after the changes are posted on wambo.org.

# Information about us

2.1. [www.wambo.org](http://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 organization with its headquarters at Chemin du Pommier 40, 1218 Grand-Saconnex, Geneva, Switzerland.

# Other applicable terms

3.1. When using our site, you continue to be bound by any other agreements or policies with respect to your participation in any procurement initiative, as set forth in your Application for Registration (including Annexes) or other documents (collectively, your ***Undertakings***).

# Organizational Membership

4.1. There are multiple types of membership, each with its own scope and restrictions. Your use of our site will vary based on your membership type.

4.2. **Basic Member:** As a Basic Member, you can use the search and browse functionality.

4.3. **Advanced** **Member (GF grant funding):** As an Advanced Member, you can use the search and browse functionality. You can also place orders, using grant funding, from catalogues via our site.

4.4. **Advanced Member (non-GF grant funding):** As a non-GF grant Advanced Member you can use the search and browse functionality. Your orders may be subject to certain limitations or restrictions as detailed in your Undertakings.

4.5. All memberships require appropriate registration through an Application for Registration.

4.6. Your membership is valid for the duration of your procurement or grant cycle, as applicable, or as otherwise stated in relevant contractual documents, unless otherwise agreed with us or unless otherwise terminated in accordance with Section 8.3 below, if applicable.

# Changes to our site

5.1. We may update our site from time to time and may change the content at any time.

5.2. We do not guarantee that our site, or any content on it, will be free from errors or omissions.

# Accessing our site

6.1. Our site is made available free of charge.

6.2. 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.

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

# Your account and password

7.1. 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 this information 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.

7.2. We deem all activity under your identification code as authorized use by you.

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

7.4. 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 onboarding@wambo.org.

7.5 We rely on the accuracy, integrity, quality, reliability, legality and appropriateness of all information you provide to us.

# Your use of our site

8.1. 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, libelous, 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.

8.2. 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 Undertaking or any other applicable terms and conditions, guidelines or policies.

8.3 At our discretion, we may terminate your Membership on providing 30 day’s prior written notice. You may terminate your use of the site in accordance with the conditions relevant to your use. Termination of use of our site will not affect outstanding purchase orders, which shall be fulfilled in accordance with the contract between you and the Procurement Services Agent (***PSA***) or partner, if applicable.

# No reliance on information

9.1. 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 based on the content on our site.

9.2. 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.

# Intellectual Property Rights

10.1. 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.

# Limitation of our liability

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

11.2. 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.

11.3. Save for any legal relationships created using our site (which will be governed by the relevant Undertaking), 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;
* quality of products procured, or damages associated with their use.

11.4. 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.

11.5. 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.

11.6. We assume no responsibility for incorrect or inaccurate information provided on any form uploaded on, or downloaded from, nor on the authenticity of signatures therein.

# Catalogs

12.1. We make a variety of products available via wambo.org. The Global Fund does not maintain the catalogs for all products listed on wambo.org. Catalogs not maintained by the Global Fund are subject to their own terms of use.

12.2. For product catalogs that are not maintained by us, we cannot guarantee that the product selection adheres to Global Fund best practice principles for pooled procurement, such as value for money.

12.3. All products in catalogs not maintained by the Global Fund are made available as a service to you to help facilitate your needs and the Global Fund does not provide any representation, warranty, or guarantee for products in such catalogs.

# Viruses

13.1. We do not guarantee that our site will be secure or free from bugs or viruses.

13.2. 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.

13.3. 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.

# Linking to our site

14.1. 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.

# Data Protection

15.1. 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. Any data we process will be in accordance with the Privacy Principles of the Global Fund found in our [Privacy Statement](https://www.theglobalfund.org/en/legal/privacy-statement/).

15.2. You are not permitted to upload or otherwise provide the following data:

* 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.

# Cookies

16.1. 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.

16.2. 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.

16.3. We will analyze browsing patterns and usage trends of visits of our site with the information collected through cookies.

# Third party links and resources in our site

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

17.2. We have no control over the contents of third-party sites or resources.

# Privileges and immunities

18.1. 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.

# Applicable law and dispute settlement

19.1. These terms of use and any related agreements, including your Application for Registration, shall be governed by the UNIDROIT Principles of International Commercial Contracts (2016).

19.2. 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 arbitrator 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.

# Contact us

20.1. To contact us, please email onboarding@wambo.org