

TERMS OF USE OF THE GLOBAL FUND PARTNER PORTAL

(Issue Date: April 2021)

The Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Global Fund”) licenses, operates and makes available the Partner Portal accessible at “www.portal.theglobalfund.org” (the “Portal”). The Portal may contain features including RSS feeds, e-mail alert services, cookies, document management features, data management features, multi-factor authentication requirements for verification of banking details, and other applications that may be available from time-to-time (collectively, the “Features”). Any person that accesses or uses the Portal or Features, or both (the “User” and together, the “Users”) agrees to be bound by the terms and conditions of these Terms of Use of the Global Fund Partner Portal (the “Terms of Use”), as they may be amended from time-to-time. These Terms of Use contain important conditions, disclaimers and other provisions, some of which limit the Global Fund’s liability. If you do not agree to these Terms of Use or cannot enter into or do not have the capacity to enter into a legally binding agreement, you must not access or use the Portal or any of the Features.

APPROPRIATE USES

The Global Fund operates and makes available the Portal as a service and resource for the benefit of Users. Any use of the Portal by Users that actually or potentially limits or constricts the availability or quality of these services and resources is prohibited and the Global Fund reserves the right to take any actions required to enforce this principle.

Users may provide information as part of the registration process to access and use the Portal or the Features, or both. Information provided for registration must be accurate, correct and up-to-date.

As a condition of the use of the Portal and the Features, the User must:

- a. not use the Portal to upload, save, post or submit unlawful, defamatory, abusive, obscene or offensive materials;
- b. not access or attempt to access the Portal or Features using interfaces aside from the ones provided by or through the Portal;
- c. not use the Portal or Features in any way that may violate third-party rights including copyright, trademarks or privacy.
- d. not use the Portal or Features for any purpose that is unlawful under any applicable law or prohibited by these Terms of Use;
- e. not use the Portal or Features to commit any act of fraud;
- f. not use the Portal or Features to distribute viruses or malware or other similar harmful software code;
- g. not use the Portal or Features for purposes of promoting unsolicited advertising or sending spam;
- h. not use the Portal or Features to simulate communications from the Global Fund or another service or entity in order to collect identity information, authentication credentials, or other information;
- i. not use the Portal or Features in any manner that disrupts the operation of the Portal or Features, or the business or the website of the Global Fund or any other entity;
- j. not use the Portal or Features in any manner that harms minors;
- k. not promote any unlawful activity;
- l. not represent or suggest that the Global Fund endorses any other business, product or service unless the Global Fund has expressly agreed to do so in writing;
- m. not use the Portal or Features to gain unauthorised access to or use of computers, data, systems, accounts or networks;
- n. not attempt to, or actually, circumvent security controls, user authentication methods or share passwords with anyone;
- o. report immediately to the Global Fund any abuse of the Portal or any Feature,

- suspicious behaviour, security breach or violation of these Terms of Use (see below further details on “Reporting to the Global Fund”); and
- p. take all necessary actions prior to collection of Personal Data (as defined below) and at all times subsequently, to ensure that the processing of Personal Data by the User does not violate these Terms of Use or any applicable law or regulation.
 - q. read, understand and comply with the following documents, as may be applicable to the User:
 - a. “Code of Conduct for Recipients of Global Fund Resources”¹ (as maybe updated from time-to-time);
 - b. “Code of Ethical Conduct for Country Coordinating Mechanism Members”² (as maybe updated from time-to-time);
 - c. “Code of Conduct for Governance Officials”³ (as maybe updated from time-to-time);
 - d. “Code of Conduct for Suppliers”⁴ (as may be updated from time-to time);
 - e. “Sanctions Panel Procedures Relating to the Code of Conduct for Suppliers”⁵ (as maybe amended from time-to-time); and
 - f. Ethics and Conflict of Interest policies, frameworks and procedures⁶ (as maybe updated from time-to-time).

DATA QUALITY

Information provided by Users through the Portal are used by the Global Fund for grant life cycle process management and decision-making. Therefore, Users must undertake all actions necessary to ensure the quality of this information. This includes ensuring the completeness, accuracy and consistency of such information, as well as compliance with Global Fund requirements⁷, where applicable.

ACCOUNT, USERNAME AND PASSWORD

Users are provided with a unique username and password. Users must not share their username or password, or both with any other person. Users are solely responsible for maintaining the confidentiality of the username and password provided to them by the Global Fund and are fully responsible for any actions that originate from their username. Users must immediately notify the Global Fund of the theft, loss or suspected unauthorized use of their username or password. The use by Users of their username and password to access the Portal constitutes an acknowledgement and acceptance of these Terms of Use.

ASSUMPTION OF RISK/DISCLAIMER OF WARRANTIES

The Portal and Features are provided on an “AS IS” and “WHEN AVAILABLE” basis. The content and functionality of the Portal and Features, or both may be changed by the Global Fund at its sole discretion. The Global Fund makes no representation or warranty, whether

¹ Available on the Global Fund website

(https://www.theglobalfund.org/media/6011/corporate_codeofconductforrecipients_policy_en.pdf)

² Available on the Global Fund website

(https://www.theglobalfund.org/media/8234/core_codeofethicalconductforccmmembers_policy_en.pdf)

³ Available on the Global Fund website

(https://www.theglobalfund.org/media/4293/core_codeofethicalconductforgovernanceofficials_policy_en.pdf?u=637356166232430000)

⁴ Available on the Global Fund website

(https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf)

⁵ Available on the Global Fund website

(https://www.theglobalfund.org/media/6015/corporate_sanctionsprocedures_policy_en.pdf?u=637319005704270000)

⁶ Available on the Global Fund website

(<https://www.theglobalfund.org/en/governance-policies/>)

⁷See Operational Policy Note and Operational Procedures on Grant Entity Data available on the Global Fund website (https://www.theglobalfund.org/media/3266/core_operationalpolicy_manual_en.pdf)



express or implied, including without limitation, implied warranties of merchantability, fitness for a particular use or non-infringement.

Specifically, the Global Fund makes no representation or warranty that the Portal or any of the Features will meet a User's specific needs, or that service will be timely, uninterrupted, secure, virus-free or error-free. The User understands that any information or data accessed or downloaded through the Portal is done at the User's sole risk, and that the User shall be responsible for any damage or loss that may occur due to use of the Portal or the Features, or both. The Global Fund expressly disclaims all liability or responsibility to any person in respect to use of the Portal or the Features, or both, or anything done or omitted to be done wholly or partly in reliance upon the contents of the Portal or Features, or both.

PORTAL CONTENT

The Global Fund reserves sole proprietary rights (including copyright, trademark and other intellectual property rights) over all content on the Portal. The Global Fund reserves proprietary rights over the Portal's template, including its layout and structure.

The Global Fund's name and logo are registered trademarks of the Global Fund to Fight AIDS, Tuberculosis and Malaria.

The User acknowledges and confirms that the User has read and understood the policies of the Global Fund regarding the use of its name and logos as set forth in the "Identity Guide for Partners"⁸ (as amended from time-to-time). The User agrees that if the User intends to use the Global Fund's name and logos, or both, for any purpose, the User is required (1) to seek the prior approval of the Global Fund by submitting a plan of use in accordance with the Identity Guide for Partners to the Global Fund and, if such plan is approved, (2) to sign a trademark license agreement in form and substance acceptable to the Global Fund.

The Global Fund reserves all rights that have not been expressly granted in writing.

OUTSIDE AND THIRD- PARTY CONTENT

Links on the Portal or through the Features may connect Users to external or third-party websites that are not related to the Global Fund or under its control. The Global Fund is not responsible for the content of external or third-party websites that may be accessible or displayed through external links on the Portal or through the Features. The presence of these external links does not represent the Global Fund's endorsement of the views or content of these third-party websites. Navigating to external websites through links on the Portal is done at the sole risk of the User, and the Global Fund expressly disclaims any liability for any content that appears on any external site.

Some of the information and data provided on the Portal or through the Features is provided by third-parties or not within the control of the Global Fund (the "Third-Party Content"). It is important that the User understands and agrees that:

- a) Third-Party Content is not provided by, or endorsed by the Global Fund;
- b) the Global Fund is not obliged to moderate, review or verify Third-Party Content;
- c) the Global Fund is not obliged to, and has not necessarily checked, that Third-Party Content is correct and up-to-date; and
- d) the Global Fund does not guarantee and makes no representation that Third Party Content or any other data or information provided on the Portal or through the Features is correct and up-to-date, and recommends that the User exercises its own skill and care with respect to using Third Party Content or any other data or information provided on the Portal or through the Features.

⁸ Available on the Global Fund website

(https://www.theglobalfund.org/media/6034/core_identityguideforpartners_guide_en.pdf?u=637319004629930000)

REPORTING TO THE GLOBAL FUND

To report abuse of the Portal, or violations of these Terms of Use, including defamatory, vulgar, threatening or misleading information, misappropriation of content, or any other inappropriate use, please click on the “Report Fraud & Abuse” link at the bottom of the Global Fund’s website at www.theglobalfund.org.

DATA PROTECTION PRINCIPLES

(1) Principles. The User acknowledges that the User’s access and use of the Portal and Features must respect the following principles and rights (“Data Protection Principles”):

(a) Information that is used or could be used to identify a natural person (“Personal Data”) will be: (i) processed⁹ lawfully, fairly and transparently; (ii) collected for specified, explicit and legitimate purposes and not further processed in a manner not compatible with those purposes; (iii) adequate, relevant and limited to what is necessary for the purposes for which they are processed; (iv) accurate and, where necessary, kept up- to-date; (v) kept in a form which permits identification of the individuals for no longer than is necessary for the purposes for which the Personal Data is processed; and (vi) processed in a manner that ensures appropriate security of the Personal Data; and

(b) Natural persons are afforded, where relevant¹⁰, the right to information about Personal Data that is processed; the right to access and rectify or erase Personal Data; the right to data portability; the right to confidentiality of electronic communications; and the right to object to processing¹¹.

(2) Limitations. Where collection and processing of Personal Data by a User is required, the User must respect the Data Protection Principles:

(a) to the extent that doing so does not violate or conflict with applicable law or policy, or both; and

(b) subject to the User balancing the Data Protection Principles with other fundamental rights in accordance with the principle of proportionality, taking into account the risks to the rights and freedoms of natural persons.

PERSONAL INFORMATION

The Global Fund reserves the right to use the User’s submitted email addresses and IP addresses along with associated usage patterns and computer configuration and other Personal Data and information, in order to tailor the Portal to the User’s specific needs, offer information that may be of interest to the User, for analysis and other institutional purposes. For further information on how the Global Fund collects and uses Personal Data, please read the Privacy Statements, including the supplemental statement for Global Fund

⁹ For the avoidance of any doubt, the meaning of the terms “processed”, “processing” and “process” when used in these Terms of Use shall include without limitation, to collect, to process, to copy, to use and to transfer.

¹⁰ In some cases, the Global Fund may need to retain certain information where important public interests require, such as any one or more of the following circumstances; the safety and security of individuals; the rights and freedoms of others; the integrity of audit, investigation, arbitral or judicial processes; and recordkeeping or legal purposes. For further information refer to the Global Fund Privacy Statement available on the Global Fund website.

¹¹ Any requests relating to these rights will be considered in accordance with the applicable regulations, policies, and procedures of the Global Fund. In this regard, Grant Entities are responsible and accountable for the integrity and quality of the data that they provide to the Global Fund, which includes defining and creating, updating and managing their own information. For further details refer to the Operational Policy Note and Operational Procedures on Grant Entity Data available on the Global Fund website - *forthcoming*.



Grant Funding and Management Activities, on the Global Fund website¹². The contents of these Privacy Statements ensure that the Global Fund can carry out its mandate while abiding by internationally recognized standards for protecting personal data. Users are responsible in turn for processing Personal Data in compliance with these Terms of Use and any applicable requirements on privacy and data protection contained in their contracts with the Global Fund, as maybe relevant.

INDEMNIFICATION CLAUSE

The User agrees to indemnify, defend and hold harmless the Global Fund, members of its Board, and its employees, agents, affiliates and partners from and against any and all losses, damages, liabilities and other costs in connection with any claims, damages or losses that are related to or arise in connection with any one or more of the following: (i) the Portal ; (ii) any Feature; (iii) use of the Portal; (iv) use of any Feature; (v) any alleged or actual unauthorized use of the Portal or any Feature; (vi) any Portal content; (viii) any Feature content; and (ix) any alleged or actual breach or non-compliant conduct with respect to these Terms of Use by any User.

LANGUAGE

The official, legally enforceable language of this document shall be English. Any question of interpretation shall be resolved based on the English version of these Terms of Use and the User agrees that these Terms of Use be provided exclusively in the English language.

DISCLOSURE OF INFORMATION

The Global Fund reserves the right to disclose any User's Personal Data and other information, when required by law or when necessary to investigate potential illegal activities such as fraud, violations of the Terms of Use, or when otherwise necessary to protect the property, rights and safety of the Global Fund, Users or other third parties.

DISPUTE SETTLEMENT

Any dispute, controversy or claim arising out of or related to these Terms of Use, the use of the Portal or any Feature, or the breach, termination or invalidity thereof, or to any use of the Portal or any Feature by a User or of the content available on the Portal or any Feature, and the applicable licenses, shall be settled by arbitration in accordance with the United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules. The User agrees to be bound by the arbitration award rendered as a final adjudication. The number of arbitrators shall be one. The appointment authority of such arbitrator shall be the International Chamber of Commerce International Court of Arbitration. The place of arbitration shall be Geneva, Switzerland. The language used in the arbitral proceedings shall be English.

PRIVILEGES AND IMMUNITIES

Nothing in or related to these Terms of Use or the use of the Portal may be construed as a waiver, express or implied, of the privileges and immunities accorded to the Global Fund 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 288), or (iii) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council, dated 13 December 2004.

¹² Available on the Global Fund website (<https://www.theglobalfund.org/en/legal/privacy-statement/>)



APPLICABLE LAW

These Terms of Use shall be governed by the UNIDROIT Principles (2004).

AMENDMENTS

The Global Fund may amend these Terms of Use at any time, and such amendments shall be effective immediately upon notice being provided to the User. Notice may be provided on the Portal itself or through publication on the Global Fund's website, and after provision of such notice, the User's continued use of the Portal or any of its Features will be deemed as acceptance of the amended Terms of Use. Consequently, the User must carefully review such notices and check the currency of these Terms of Use regularly from time-to-time.

CONTACT

For questions regarding these Terms of Use, please contact the Global Fund.