

TERMS OF USE OF THE GLOBAL FUND PARTNER PORTAL

The Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Global Fund”) licenses, operates and makes available “www.portal.theglobalfund.org” (henceforth referred to as the “Portal”). The Portal may contain features including RSS feeds, e-mail alert services, cookies, document management features, master data management features and other applications that may be available from time to time (collectively, the “Features”). Any person that accesses or uses the Portal and Features (the “User”) 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 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 a legally binding agreement, you may not access or use the Portal and Features.

APPROPRIATE USES

The Global Fund operates and makes available the Portal as a service and resource for the benefit of the Users. Any use of the Portal by Users that would limit or constrict 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 shall not use the Portal to upload, save or submit unlawful, defamatory, abusive, obscene or offensive materials. Furthermore, Users shall not use the Portal in any way that may violate third-party rights including copyright, trademark or privacy. Users also shall not access or attempt to access the Portal and Features using interfaces aside from the ones provided by the Portal.

Users may provide personal information as part of the registration to access and use some of the Features on the Portal. Information provided for registration must be accurate, correct and up to date.

ACCOUNT, USERNAME AND PASSWORD

Users are provided with a unique username and password. Users shall not share their username and/or password 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 “AS IS” and “WHEN AVAILABLE”. The content and functionality of the Portal may be changed by the Global Fund at its sole discretion. The Global Fund makes no representations or warranties, whether express or implied, including implied warranties of merchantability, fitness for a particular use or non-infringement. Specifically, the Global Fund makes no representation or warranty that the Portal will meet a User’s individual 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 and Features. The Global Fund expressly disclaims all liability or responsibility to any person in respect to use of the Portal



and Features or anything done or omitted to be done wholly or partly in reliance upon the contents of the Portal and Features.

PORTAL CONTENT

The Global Fund hereby 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 Users who would like to use the Global Fund logo shall contact the relevant Global Fund country team.

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

OUTSIDE CONTENT

Links on the Portal 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. 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.

REPORTING ABUSE

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 and Abuse" button at the bottom of the Global Fund's website at www.theglobalfund.org.

PERSONAL INFORMATION

The Global Fund reserves the right to use the User's personal information, including submitted email addresses and IP addresses along with associated usage patterns and computer configuration, 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.

INDEMNIFICATION CLAUSE

The User agrees to indemnify, defend and hold harmless the Global Fund, members of its Board, 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: the Portal content, Features, use of the Portal, any alleged unauthorized use of the Portal, or any alleged or actual breach of these Terms of Use by the 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 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 the breach, termination or invalidity thereof or to any use of the Portal by the User 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 the User agree 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.

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, and after posting of the notice, the User's continued use of the Portal will be deemed as acceptance of the modified Terms of Use, so the Users shall carefully review such notices and check the Terms of Use from time to time.

CONTACT

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