

General Terms of Use

1. General

- 1.1 The website www.yes.period.org offers a digital platform ("**Platform**") on which registered users can download materials for the delivery of period education free of charge. The yes.period offering is a joint initiative of WASH United gGmbH ("**WASH United**") and Splash International ("**Splash International**"). The responsible publisher of the Platform is WASH United.
- 1.2 These general terms of use ("**Terms of Use**") apply to the use of the Platform, including the download and use of the menstrual education materials available on the Platform (the "**Guides**"). These Terms of Use apply to the user of the Platform registered in accordance with Section 2 ("**User**") and to the organization specified by the User at registration on whose behalf the User is acting ("**Organization**").
- 1.3 The contractual relationship regarding the use of the Platform and the Guides between WASH United and the User and, respectively, WASH United and the Organization shall be governed exclusively by these Terms of Use.

2. Registration and Contract Formation

- 2.1 The use of the Platform and the Guides requires prior registration and the creation of a user account. The account is set up for the Organization and the User.
- 2.2 The registration and creation of a user account is contingent upon the User's acceptance of these Terms of Use. Registration and contract formation is made in English language. By registering a user account, the User enters into the Terms of Use on behalf of the Organization and on behalf of itself as User. By accepting the Terms of Use and clicking the "Sign up" button, a contract on the basis of these Terms of Use is concluded between WASH United and the User as well as separately between WASH United and the Organization. WASH United does not store the text of the contract. Until submission of the registration form, the User can cancel the registration process at any time and/or correct the User's entries in the registration form.

3. Rights and Obligations of the User

- 3.1 The User may use the Platform only in the User's professional role for the activities pursued by the Organization, and in accordance with these Terms of Use.
- 3.2 The User may only register for and/or use the Platform provided:

- (a) the User has reached the age of 18 years;
 - (b) the User is not acting as a consumer within the meaning of Sec. 13 of the German Civil Code; and
 - (c) the User is acting on behalf of the Organization and is duly authorized by the Organization to enter into these Terms of Use with effect for and against the Organization.
- 3.3 The User must provide truthful, complete, and accurate information during registration and use of the Platform. The User is obliged to update the User's information without undue delay in the event of any changes.
- 3.4 There is no right or entitlement to registration for and/or use of the Platform and the Guides. Registration on the Platform is free of charge. WASH United is entitled to cease providing the Platform and Guides at any time without prior notice the Organization and User.
- 3.5 The User is obliged to handle the login credentials for the Platform with due care. In particular, the User is prohibited from disclosing the login credentials for the Platform to third parties and/or granting third parties access to the User's user account by bypassing the login credentials for the Platform.
- 3.6 Any unauthorized use of a User's user account must be reported to WASH United without undue delay.
- 4. **Subject Matter and Scope**
- 4.1 WASH United provides registered User with access to the Guides via the Platform. There is no right or entitlement to download a specific Guide.
- 4.2 Prior to downloading a Guide, the User must specify certain information about the scope of the educational program(s) for which the Guide is intended to be used, including country of use, planned start year, and expected number of people educated in this calendar year. The User shall inform WASH United via the Platform about any changes to the scope of the intended educational program(s) or any use of the Guide for further educational programs.
- 4.3 The Guides are intended solely for menstrual education purposes and must not be construed as providing sexual education, medical advice, or any other form of professional healthcare advice, and should not be relied upon as such.
- 4.4 WASH United does not warrant or represent that the Platform or a Guide is suitable for any particular purpose. The Platform and Guides are provided "as is" without warranties of any kind, unless defects are due to intentional or grossly negligent conduct or the breach of essential contractual obligations.
- 4.5 WASH United is under no obligation to ensure that the Guides are error-free and assumes no liability for errors, omissions, or inaccuracies contained therein. Users are solely responsible for verifying that they are using the latest available version of the relevant Guide.
- 4.6 Access to the Platform is subject to the current state of technology. The Platform or individual functions of the Platform may be temporarily unavailable due to technical disruptions. In addition, interruptions to the availability of the Platform may be caused by unforeseeable circumstances beyond WASH United's reasonable control (such as natural

disasters, floods, fires, sanctions, embargoes, export or import restrictions, epidemics or pandemics, war, civil unrest, terrorism, or other force majeure events). The User has no right or entitlement to the continuous availability of the Platform and the functions provided therein, nor to any specific level of availability being provided for by WASH United. WASH United is under no obligation to ensure, and assumes no liability for, uninterrupted and error-free access to the Platform at all times.

- 4.7 WASH United may restrict access to the Platform and/or services of the Platform in part, temporarily or permanently due to maintenance, capacity constraints or other events beyond WASH United's control. Where feasible, planned maintenance will be announced reasonably in advance.

5. **Grant of Rights**

- 5.1 WASH United grants the Organization and the User, free of charge, a non-exclusive right to use the downloaded Guide. The right of use is limited in scope, duration and territory to the purpose of the educational program(s) for which the Guide had been made available, and is granted solely for non-commercial purposes. For this purpose, the Organization and the User are entitled to reproduce the Guide (e.g. by printing it), to display the Guide on screens, to present and perform the Guide, and to distribute or make the Guide available solely to those persons entrusted with the implementation and performance of the educational program(s). Any distribution or making available of the Guide to persons outside the educational program(s) is not permitted. Any participants educated via the educational program(s) shall not receive any copy of the Guide. Unless otherwise expressly agreed between the parties, any modification of the Guide is not permitted.
- 5.2 Any publication of the Guide or any other distribution, provision or making available of the Guide to the public is not permitted.
- 5.3 Any commercial use of the Guide is prohibited.
- 5.4 The Organization and the User grant WASH United a non-exclusive, transferable, royalty-free, and sublicensable right to use any content uploaded by the User on the Platform (e.g., images or logos). The right of use is limited in scope, duration and territory to the purposes of the provision of the Platform to the Organization, the User and other users. The Organization and the User are obliged not to upload any content to the Platform that, by its content, form, design, or in any other way, violates applicable law. In particular, the Organization and the User undertake, when uploading content, to comply with applicable law (for example, criminal law, competition law, data protection law and youth protection laws) and not to infringe any third-party rights (for example, rights to a name, trademark rights, copyrights, image and personality rights). WASH United is entitled to remove any uploaded content from the Platform that violates the foregoing obligations.

6. **Reporting System**

- 6.1 The Organization and the User acknowledge and agree to report to WASH United at the beginning of each calendar year on the use of the Guide downloaded by the User and the results of the educational program(s) conducted by the Organization and the User in the preceding calendar year (including the number of people educated through the educational program(s)) (the "**Report**"). The Organization and the User further acknowledge and agree that WASH United and Splash International may use the data provided in a Report for the preparation of and integration in impact reports, which (a) are provided to sponsors and relevant stakeholders to inform them about the impact of the yes.period initiative, and (b) may be further published by WASH United and/or Splash International in an aggregated

manner, provided in each case that the use of the data is made in a form which does not name the individual User (but which may include a potential reference to the Organization).

- 6.2 The Organization and/or the User may, at their discretion, include additional information in a Report, such as testimonials, case studies, or quotations ("**Testimonials**"). The Organization and the User acknowledge and agree that WASH United may use, reproduce, distribute and otherwise make available Testimonials in its impact reports, including, where applicable by identifying the Organization as the source of such information. The Organization and the User are responsible to secure all necessary rights and licenses, and obtain any relevant consents and provide all relevant information under applicable privacy laws, as necessary to enable the use of such Testimonials by WASH United and/or Splash International for purposes of the impact reports as set out above, it being understood that such Testimonials will be made publicly available, such as publication on WASH United's website, only if agreed in advance with the Organization and/or the User.
- 6.3 The Organization and the User grant WASH United the non-exclusive, perpetual, worldwide, transferable, royalty-free, and sublicensable rights to freely use the content contained in a Report for above purposes set out in Sections 6.1 and 6.2, including in particular the right to publish, make publicly available, reproduce, modify, license, or otherwise distribute such content, without being subject to any obligations or restrictions (including, without limitation, any intellectual property rights).
- 6.4 The User acknowledges and agrees that, WASH United may contact the User at reasonable intervals using the email address provided during registration or, where available in the User's region, an alternative contact method selected by the User, as necessary for operational business purposes (such as administrative information and Platform related technical notifications), and including for the purpose of reminding the User to submit the annual Reports in relation to the use of the Guide in accordance with Section 6.1 of these Terms of Use.

7. Use of the Platform and Guides

- 7.1 The implementation and performance of the educational program(s) for which the Guide is used by the Organization and the User are the sole responsibility of the Organization and the User. WASH United assumes no responsibility or liability in connection with the implementation or performance of the educational program(s) by the Organization and/or the User.
- 7.2 The User and the Organization shall use the Platform and Guides in compliance with all applicable legal requirements. In particular, the User and the Organization shall comply with all statutory provisions and regulatory requirements applicable to the User and/or the Organization in connection with the use of the Platform or a Guide, including those arising from the User's and/or the Organization's activities in regulated sectors or from the specific manner in which the User and/or the Organization intend to use the Platform or a Guide. The User and/or the Organization shall obtain any permits or authorizations required in this respect.
- 7.3 Unless expressly agreed otherwise, WASH United assumes no obligation or responsibility to ensure that the User or the Organization is able to use the Platform or a Guide in compliance with any specific legal or regulatory requirements applicable to the Organization and/or the User. Ensuring compliance with such requirements is not part of the services owed by WASH United under these Terms of Use, and the Organization and the User bear sole responsibility in this respect. For the avoidance of doubt, this does not affect WASH United's obligation to comply with any legal requirements, as applicable to

WASH United in Germany, in relation to the operation of the Platform and to obtain any necessary permits or authorizations in this respect.

7.4 The User and/or the Organization must refrain from any activity that is likely to impair the operation of the Platform or the underlying technical infrastructure. This includes in particular:

- (a) The use of software, scripts, or databases in connection with the use of the Platform; or
- (b) The automated retrieval, blocking, overwriting, modification, or copying of data and/or other content, insofar as this is not necessary for the proper use of the Platform.

7.5 The User and the Organization are fully responsible for the User's activities on the Platform and the User's and/or the Organization's use of the Guides.

7.6 WASH United may restrict or suspend the User's access to the Platform at any time if (i) the User violates applicable law, and/or (ii) the User's use is in breach of these Terms of Use. WASH United shall limit any such suspension or restriction to the minimum extent necessary. WASH United reserves the right to terminate these Terms of Use in accordance with Section 11.2.

8. **Feedback**

Except for the Reports pursuant to Section 6.1, the User and/or the Organization are not obliged to provide feedback, comments, suggestions, or other input relating to the Platform or a Guide, including with respect to possible modifications, corrections and/or improvements to the Platform or a Guide ("**Feedback**"). To the extent that the User and/or the Organization provide any Feedback, the User and the Organization (i) agree that such Feedback shall, unless expressly designated otherwise, not be considered confidential, and (ii) hereby grant WASH United the non-exclusive, worldwide, perpetual, transferable, royalty-free, and sublicensable rights to freely use the Feedback (without naming the User or the Organization) for the purposes of improving the Platform or a Guide or developing new features or content for the Platform or a new Guide, including in particular the right to publish, make publicly available, reproduce, modify, license, or otherwise distribute such Feedback, without being subject to any obligations or restrictions (including, without limitation, any intellectual property rights).

9. **Liability**

9.1 WASH United shall be liable without limitation in cases of intent or gross negligence.

9.2 In cases of slight negligence, WASH United shall only be liable for damages resulting from a breach of material contractual obligations (cardinal obligations) the fulfillment of which is essential for the proper performance of these Terms of Use and on the observance of which the User or the Organization regularly rely and may rely, or from a breach of obligations that jeopardize the achievement of the purpose of these Terms of Use. In this case, however, any liability shall be limited to the damage typically foreseeable for related contracts. The latter shall also apply to damages caused by gross negligence of an employee or agent of WASH United who is not a corporate body or executive officer of WASH United. Any further liability in case of slight negligence is excluded.

9.3 The foregoing provisions shall apply to all claims for damages, irrespective of their legal basis, except for claims for damages:

- (a) arising from injury to life, body, or health,
- (b) based on fraudulently concealed defects,
- (c) arising from the assumption of a guarantee (in which case the provisions set out in the respective guarantee shall apply, if such provisions exist), and
- (d) under the German Product Liability Act or other applicable mandatory product liability laws.

9.4 These limitations of liability shall also apply in the event of any claims for damages brought against corporate bodies, executive officers, employees or agents of WASH United.

10. **Amendment of these Terms of Use**

10.1 WASH United shall be entitled to amend the provisions of these Terms of Use in accordance with Section 10.2 of these Terms of Use, to the extent that:

- (a) the amendments are solely beneficial to the User and the Organization;
- (b) the amendments are necessary (i) to ensure that these Terms of Use comply with applicable legal requirements, in particular in the event of changes in law, or (ii) to comply with case law or regulatory decisions binding on WASH United;
- (c) WASH United makes adjustments to the provision of the Platform for technical reasons, in particular due to the further technical development of the Platform, or due to operational requirements, and such adjustments necessitate an amendment to the provisions of these Terms of Use, unless this materially impairs or reduces the agreed functionality, security or availability of the Platform; or
- (d) unforeseen difficulties arising after the conclusion of these Terms of Use make it necessary to amend the provisions of these Terms of Use, provided that such amendments are reasonable and acceptable to the User and the Organization;

and provided that such amendments do not fundamentally alter the contractual framework or materially disturb the contractual equivalence between the parties.

10.2 In case of such amendments, WASH United shall notify the User and the Organization of the content of the amendments in writing (email being sufficient) at least six (6) weeks prior to their intended effective date. Unless the User or, respectively, the Organization objects in writing within six (6) weeks of receipt of the notice of amendment, the amendments made pursuant to Section 10.1 of these Terms of Use shall be deemed approved by the User or the Organization and shall become an effective part of these Terms of Use. The notice of amendment shall include information on the commencement of the objection period as well as the significance and consequences of the failure to object. If the User or the Organization exercise their right to object, these Terms of Use shall continue to apply in its existing form. If maintaining the contractual relationship without such amendments is unreasonable for WASH United, in particular due to Section 10.1(b) of these Terms of Use, WASH United shall have the right to terminate these Terms of Use for cause in its entirety.

11. Termination

- 11.1 These Terms of Use are concluded for an indefinite period of time, until terminated by either Party.
- 11.2 These Terms of Use may be terminated by WASH United with 14 days' notice (email being sufficient). The right to terminate for good cause shall remain unaffected.
- 11.3 The User may terminate these Terms of Use, both on behalf of the User and the User's Organization, at any time by sending an email to WASH United or by deleting the user account via the "Delete Account" button in the "My Account" section of the Platform.
- 11.4 Upon termination of these Terms of Use, all rights of use granted to the User and the Organization under these Terms of Use in respect of the Guides shall cease. The Organization's and the User's obligation to submit the Report pursuant to Section 6.1 of these Terms of Use remains unaffected, and WASH United remains entitled to contact the User in accordance with the Section 6.4 of these Terms of Use until the User or the Organization has submitted the Report.

12. Final Provisions

- 12.1 Any amendments or additions to the provisions of these Terms of Use shall be valid only if made in writing (email being sufficient). This shall also apply to any waiver of this written form requirement.
- 12.2 Nothing in these Terms of Use or the use of the Platform shall be deemed to create any joint venture, partnership, employment, or agency relationship between WASH United and the Organization and/or the User.
- 12.3 The exclusive place of jurisdiction shall be Berlin (LG Berlin).
- 12.4 These Terms of Use shall be governed by the laws of the Federal Republic of Germany, excluding the conflict-of-laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.5 Should any provision of these Terms of Use, be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected.