

General Terms and Conditions

1. General

1.1 yes-period.org is a digital platform on which registered users can download materials for the delivery of period education free of charge. yes-period.org is a joint initiative of WASH United gGmbH and Splash International. Publisher of the yes.period website is WASH United gGmbH (hereinafter "WASH United").

1.2 These General Terms and Conditions (GTC) set out the fundamental principles governing the use of the website yes-period.org. These GTC apply to all users registered in accordance with Section 2. By registering a user account and clicking the "Sign up" button, the user agrees to be bound by these GTC.

1.3 The contractual relationship between WASH United and users of yes-period.org shall be governed exclusively by these GTC.

1.4 WASH United reserves the right to amend these GTC at any time. Registered users will be notified of any changes in writing via email. If the user does not object within four weeks of receipt of such notification, the changes shall be deemed accepted. The user will be specifically informed of the right to object and the consequences of silence. If the user objects, WASH United reserves the right to exclude the user from the platform.

1.5 As WASH United gGmbH, the publisher of yes-period.org, is based in Germany, these GTC are governed by German and EU law.

2. Registration

2.1 Any natural person with full legal capacity may register as a user.

2.2 Users must provide truthful, complete, and accurate information during registration. Users are obliged to update their information without undue delay in the event of any changes. Failure to do so may result in exclusion pursuant to Section 7.

2.3 There is no entitlement to registration. Registration is free of charge. Upon registration, the user creates a user account.

2.4 The user may revoke their consent to the user agreement and these GTC within two weeks of giving such consent. Revocation must be sent to the email address stated in the legal notice at the footer of the page.

2.5 Otherwise, the user may terminate the agreement in accordance with Section 9.

2.6 Any unauthorized use of another user's account or breaches of data protection must be reported to WASH United without undue delay.

3. Subject Matter and Scope

3.1 WASH United provides registered users with access to menstrual education materials via yes-period.org. Services include:

- Providing access to the platform
- Enabling downloads of materials
- Providing a reporting system for users to share data on their educational activities

3.2 Access is subject to the current state of technology. Temporary restrictions may occur due to technical issues.

3.3 WASH United may restrict services for maintenance. Planned maintenance will be announced in advance.

4. Grant of Rights

4.1 WASH United grants users a non-exclusive, free, worldwide, and unlimited right to use the materials for non-commercial purposes within their educational programmes. For this purpose, the user is entitled to reproduce the materials for use within their educational programme (e.g. by printing them), to display them on screens, to present and perform them, and to make them available to persons entrusted with the implementation of the educational programme.

4.2 Modification or general publication of the materials is not permitted.

4.3 Any commercial use of the materials is prohibited.

4.4 Distribution to persons outside the user's program is not permitted.

5. Reporting System

5.1 The user agrees to report to WASH United once per year on the use of the materials provided (including number of people reached with educational activities). The user further agrees that WASH United may use the data provided for the preparation of impact reports, which may be published by WASH United.

6. Rules of Conduct

6.1 The services and functions of yes-period.org may not be used for purposes that violate applicable laws of the Federal Republic of Germany or the European Union. Each user

undertakes in particular to comply with all applicable youth protection regulations and intellectual property rights. Any activities aimed at disrupting or impairing the operation or use of yes-period.org are prohibited, in particular measures that may affect the physical or logical structure of the system.

6.4 Users are fully responsible for their activities on the website.

7. Exclusion

7.1 In the event that a user violates these GTC or applicable law, WASH United shall be entitled to exclude the respective user and to delete any materials and content provided by the user. WASH United is not obliged to provide prior notice before deleting such content.

7.2 For the purposes of exclusion and deletion, it shall be sufficient that WASH United has concrete indications of such a violation.

7.3 Once a user has been excluded, the user is no longer permitted to use yes-period.org and may not register again.

8. Liability

8.1 WASH United and its legal representatives or agents shall have unlimited liability in cases of intent or gross negligence, under the provisions of the German Product Liability Act and the GDPR, for injury to life, body or health, and to the extent of any guarantees expressly assumed by WASH United.

8.2 Without prejudice to Section 8.1, WASH United and its legal representatives or agents shall be liable in cases of slight negligence only for the breach of essential contractual obligations (cardinal obligations), i.e. obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the user may regularly rely. In such cases, liability shall be limited to the typical and foreseeable damage.

8.3 Any further liability of WASH United for slight negligence is excluded. These limitations of liability shall also apply in favour of the legal representatives and agents of WASH United.

8.4 The parties acknowledge and agree that the exclusions and limitations of liability set out herein reflect the agreed allocation of risk between them.

8.5 WASH United does not warrant or represent that yes-period.org is suitable for any particular purpose. The services 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.

9. Termination

9.1 The user agreement is concluded for an indefinite period.

9.2 The agreement may be terminated by either party with 14 days' notice.

9.3 The right to terminate for good cause without notice shall remain unaffected. Good cause for WASH United shall include, in particular:

- a violation by the user of these GTC or an attempted violation which is not remedied within a reasonable period or is repeated despite warning;
- persistent operational disruptions due to force majeure beyond the control of WASH United, such as natural disasters, fire, or the failure of communication networks.

9.4 The user may terminate the agreement by requesting deletion of their user account via the platform ("My Account" – "Delete Account"). Compliance with the notice period depends on timely receipt of the deletion request by WASH United.

9.5 Upon termination pursuant to Section 9.2 or exclusion pursuant to Section 7, the user's personal data shall be deleted unless statutory retention obligations apply. This shall not affect the continued use of data provided by the user via the reporting system under Section 5. Such data will be further processed in anonymised form after deletion of the user account and may be used indefinitely by WASH United for the preparation of impact reports. After anonymisation, the data can no longer be attributed to individual users. The legal basis for further processing is Art. 6(1)(f) GDPR (legitimate interest).

10. Email Communication

10.1 By creating a user account pursuant to Section 2, the user expressly consents to being contacted by WASH United at the email address provided during registration for purposes directly related to the use of yes-period.org. This includes, in particular, requests for annual reporting data pursuant to Section 5, information about new materials and features, and other platform-related communications. The legal basis is Art. 6(1)(a) GDPR (consent). The user may withdraw this consent at any time with future effect by sending an informal notification to the email address provided in the legal notice at the footer of the website. Withdrawal shall not affect the lawfulness of processing carried out prior to withdrawal.

10.2 WASH United will use the user's email address exclusively for the purposes set out in Section 10.1 and will not share it with third parties unless required by law.

11. Final Provisions

11.1 Nothing in this agreement or the use of yes-period.org shall be deemed to create any joint venture, partnership, employment, or agency relationship between WASH United and the user.

11.2 If the user is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the user agreement shall be Berlin. The same shall apply if the user has no general place of jurisdiction in Germany or if their place of residence or habitual abode is unknown at the time legal proceedings are initiated.

11.3 The law of the Federal Republic of Germany shall apply. In the case of consumers who do not conclude the agreement for professional purposes, this choice of law shall apply only to the extent that it does not deprive the consumer of mandatory protections under the law of their country of habitual residence. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

11.4 Should any provision of this agreement, including these GTC, be or become wholly or partially invalid, the validity of the remaining provisions shall not be affected.