



## **DxConnect Marketplace – General Terms and Conditions (GTC)**

Welcome to the DxConnect Marketplace. We operate a diagnostics marketplace that facilitates access to quality diagnostics by bridging manufacturers, local distributors, fourth-party logistics (4PL) services and buyers in low- and middle-income countries (LMIC) markets into the same platform.

Our end goal is to increase testing in LMICs as stated in [FIND Global Access Policy](#).

All the transactions in DxConnect Marketplace ensure end to end visibility and cost breakdown as well bringing the best value for money in logistics.

Our Marketplace aims at lowering the price of diagnostics to patient as much as possible and we work actively to generate demand in LMIC markets for our suppliers.

All users agree to these GTC by visiting or using the website, by creating an account and by becoming a user of DxConnect Marketplace. Any user that is deemed to not conform to the GTC may have their account suspended or deleted.

By becoming part of DxConnect Marketplace, you agree to comply with this GTC, with [FIND Privacy Policy for Personal Data](#), [FIND Code of Conduct and Ethics](#) and [FIND Global Access Policy \(collectively "FIND's Policies"\)](#).

### **1. Introduction**

1.1 We will refer to our website and other services as our "Services" or the "Site" and DXCONNECT MARKETPLACE will be addressed individually or collectively as "DXCONNECT MARKETPLACE", "we", "us", or "our". Do read through the following GTC carefully before using the Site or any of our Services. By browsing and joining DXCONNECT MARKETPLACE, you agree to these General Terms and Conditions ("GTC").

1.2 This document and any documents referred to within it will collectively make up the GTC of DXCONNECT MARKETPLACE.

1.3 Our "Services" include (a) the Site, (b) the services provided by the Site, (c) all information, linked pages, features, data, text, images, photographs, graphics, music, sounds, video, messages, tags, content, programming, software, application services. Any new features added to or augmenting the Services are also subject to these GTC. Content that is posted by Users using our Services will be "Your Content". Your Content includes your usernames, shop names, profile pictures, listing photos, listing description, reviews, comments, videos, etc.

1.4 Our services include an online platform service that provides a place and opportunity for the sale of goods or services between the buyer ("Buyer") and the supplier ("Supplier"), collectively known as "Users". The contract for a sale is directly between the Buyer and the Supplier. We are not a party to that contract or any other contract between Buyer and Supplier. Our role is merely to facilitate procurement between Users in view of ensuring E2E visibility. The Users that are parties to the transaction will be entirely responsible for the sales contract between them in accordance with the listing of goods, warranty of purchase and any other related terms. As such, we accept no obligation, no liability and provide no warranty in connection with these contracts (refer to section 11). However, if you have problems with your order, we may step in (at our sole discretion) to help (refer to section 10).



1.6 We reserve the right to change, modify, suspend or discontinue all or any part of this Site or Services at any time. We may release certain Services or their features while they are still considered to be a beta version, which may not work correctly or in the same way as how the final version may work, and cannot be held liable in such instances. We may also impose limits on certain features or restrict your access to parts of, or the entire Site or Service, at our sole discretion without notice or liability.

## **2. Privacy**

2.1 We know your personal information is important to you, so it's important to us. [FIND Privacy Policy for Personal Data](#) details how your information is processed when you use our Services. When using our Services or providing information on the Site, you consent to our collection, use, disclosure, and processing of Your Content and personal data as described in the [FIND Privacy Policy for Personal Data](#).

2.2 Users in possession of another User's personal data obtained through the use of the Services hereby agree that they will (a) comply with all applicable personal data protection laws, (b) allow User (owner of personal data) the right to remove their collected data from User (receiver of personal data) from the database upon request.

## **3. Your account**

3.1 You'll need to create an account with DXCONNECT MARKETPLACE to use some of our Services. Rules regarding accounts with DXCONNECT MARKETPLACE:

3.1.1 You must be 18 or older to use our Services. If you do not meet this requirement, you may only use our Services under the supervision of a parent or legal guardian.

3.1.2 All information provided must be accurate and truthful. False information or impersonation of another person or company through your account will result in account suspension and/or account deletion.

3.1.3 The named person registered in the system is responsible for any and all activity on your account. If the account is shared with multiple people, then the person's name registered with the account will ultimately be responsible for all activity. If you have registered as a business entity, you have personally guaranteed that you have the authority to agree to the GTC on behalf of the business/company you are representing. Accounts are non-transferable.

3.1.4 As mentioned above, you are solely responsible for any activity on your account, so remember to keep your login and password secure.

3.1.5 If you are a Buyer, you warrant and represent that you are a registered entity from the Public and/or Private Health Sector according to the applicable law at your country of establishment. FIND retains the right to ask for proof of license under the relevant jurisdiction and run background checks. The burden of proof rests with the Buyer.

3.1.6 All Users agree to act in good faith and perform all the operations in compliance with international and national regulations and with FIND's Policies.

3.1.7 We reserve the right to refuse to provide you access to the Site or Services or to allow you to open an account if we suspect that you have violated these GTC. We will use best efforts to communicate our



decision to you fifteen (15) days in advance. The decision will take effect once the ongoing transactions have been completed.

3.1.8 We reserve our right to refuse access to our Site, terminate your account, terminate your rights to use our Services, remove or edit content in our sole discretion.

#### **4. Limited License**

4.1 DXCONNECT MARKETPLACE grants you a limited and revocable license to access and use our Services, subject to these GTC. All proprietary Content, trademarks, service marks, brand names, logos and other intellectual property displayed in the Site are the property of DXCONNECT MARKETPLACE and where applicable, third parties' proprietors identified in the Site. You agree not to copy, distribute, republish, mirror, frame or create derivative works without our prior written consent.

#### **5. Your Content**

5.1 Content that you post using our Services belongs to either you or your respective licensors. This includes usernames, Supplier/Buyer names, profile pictures, product brands, listing photos, listing descriptions, reviews, comments, video, etc.

5.1.1 You represent and warrant that you have all necessary rights to Your Content, and you are not infringing or violating any third party's rights and you ensure compliance with all relevant laws and regulations.

5.1.2 Posting Your Content through our Services, you grant us authorization to utilize it for our own internal use, verify its accuracy and quality content. This authorization allows us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify reproduce, distribute, store, and prepare derivative works of Your Content to promote the Services or our Site. We do not claim ownership to Your Content, but we have your permission to use it to help us function and grow DXCONNECT MARKETPLACE.

5.1.3 If content that you own or have rights to has been posted to the Services without your permission and you want it removed, please contact us.

5.1.3.1 If Your Content infringes another person's or company's intellectual property, we will remove it once we receive proper notice.

5.1.4 You agree not to post any content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our Prohibited Items/Services section. You also agree not to post any content that is false, misleading or uses the Services in a manner that is fraudulent or deceptive.

5.2 FIND will, and reserve the right to, curate all the commercial and technical information within DXCONNECT MARKETPLACE.

#### **6. Your Use of Our Services**

6.1 We grant you a limited, non-exclusive, non-transferable and revocable license to use our Services. You agree that you will not violate any laws in connection to the use of the Services. This includes any local, state, federal and international laws that may apply to you.

6.2. You are also solely responsible for collection and/or paying any applicable taxes, duties and fees for any purchases or sales you make through our Services.



6.3 You agree not to attempt to obtain the source code of the Services. You agree to not interfere with or disrupt/harm our Services in any manner.

6.4 Violations of these GTC may result in a range of actions, including any or all of the following: listing deletion, account suspension or legal action; if necessary.

6.5 If you believe a User on our Site is violating the GTC, please contact us.

6.6 FIND holds the right to audit Suppliers' and Buyers' compliance with the GTC at its own discretion. The audit costs will be borne by FIND.

## **7. Purchase and Payment**

7.1 The Supplier is obliged to complete the transaction with the Buyer in a prompt manner and according to the contractual terms agreed between Buyer and Seller.

7.2 Payment terms are agreed between Buyer and Seller and FIND is not liable for any default on payments or problems with the deliverables.

## **8. Supplier's Responsibilities**

8.1 Suppliers agree to provide quality-assured diagnostics with the preferential terms and conditions with the minimum lead time as well as a cost breakdown and E2E visibility of the commercial operation to the Buyer and to FIND.

8.2 The Supplier agrees to offer the negotiated special conditions and use agreed Incoterms with FIND to all the Buyers members of DXCONNECT MARKETPLACE located in LMIC markets.

8.3 The Supplier agrees to:

a) not treat Buyers within DXCONNECT MARKETPLACE differently due to destination, volumes purchased or payment conditions.

b) be committed to work with FIND, in a transparent and cooperative manner, to increase access to diagnostics in LMIC markets.

c) provide a quotation in a timely and transparent manner with a cost break down based on the details provided by the Buyer.

d) deliver *On Time and In full* (OTIF) the products purchase, unless there is an exceptional circumstance or *force majeure* as agreed in the LTA. If there are any exceptional circumstance the Supplier is obliged to contact the Buyer and FIND to inform of any delays or inability to complete the transaction.

e) be transparent about any issues, included, but not limited to product recalls, any productions issues or out of stock situations, trade restrictions.

f) be responsive to any Buyer's request.

g) engage with FIND whenever an issue needs to be addressed and be open to implement solutions.

h) upload correct technical information on its products in DXCONNECT MARKETPLACE.



- i) perform all the commercial operations within DXCONNECT MARKETPLACE.

8.4 The Supplier has the right to:

- a) Manage and change its product portfolio offered through DXCONNECT MARKETPLACE provided a prior agreement with FIND and the relevant Long Term Agreement's amendment in place.
- b) Expand its product portfolio offered through DXCONNECT MARKETPLACE provided it complies with the product quality requirements.
- c) Access the Supplier dashboard and extract all relevant information within DXCONNECT MARKETPLACE.
- d) Decline a Request for Quotation if it is unable to fulfill the Buyer's requirements OTIF.

8.5 Other obligations of Suppliers may be defined in a separate Long Term Agreement ("LTA") with FIND.

8.6 The final price offered on DXCONNECT MARKETPLACE is determined by all the logistics charges and any taxes, duties, tariffs, freight forwarders involved in the transaction. If the manufacturer provides, totally or partially, logistics services, this will have an impact on the final price.

## 9. Buyers' Responsibilities

9.1 Buyers who are part of DXCONNECT MARKETPLACE have committed to pass on the price savings to the patient, to comply with the contractual conditions agreed with the Seller and provide FIND with all relevant information on the operations within DXCONNECT MARKETPLACE.

9.2 The Buyer agrees to:

- a) provide all the relevant information to the Seller in order to enable processing and accurate and timely quotation.
- b) execute and perform the contracts and framework agreement in a timely manner and good faith.
- c) inform the Supplier and FIND of any issue with the order delivery within the contractual timeframe.
- d) be transparent towards FIND with the final prices practiced to the final buyer (patient, hospital, clinics, etc.) and the prices offered in tender bids.
- e) be transparent regarding the tiered beneficiaries in the supply chain.

9.3 The Buyer has the right to:

- a) Request quotation for more than one Supplier of the same product and logistics providers.
- b) Reject, accept, or make a counteroffer to the quotation(s) received.
- c) Choose the logistics mode and service provider.



9.4 *For-profit Buyers* agree to comply with FIND's Global Access Policy, meaning that, the Buyer must ensure that, by acceding the preferential prices, it increases the volume of testing available in the market where it operates and/or pass on the cost/price reduction to patients.

9.4.1 If applicable, *for-profit Buyers* agree to enhance the reach of their Corporate Social Responsibility (CSR) programs when it accesses FIND preferential prices.

9.4.2 Failure to comply with clause 10.4.1 will lead to an exclusion of DXCONNECT MARKETPLACE.

## **10. No warranty and no liability**

10.1 We agree to provide access to the Site to you with reasonable skill and care and will use our reasonable efforts to make the Site available to you at all times. However, you acknowledge and agree that the Services are provided on an "as is" basis and:

10.1.1 the Site or the Services will not be error free, up to date or constantly available without any interruption;

10.1.2 the Site or the Services may be subject to periods of unavailability or disruption during times where maintenance, updates and modifications are being carried out (this may also include instances where third party Content is being maintained, updated or modified by the relevant third party providers);

10.2 We do not represent either the Supplier or the Buyer in any transaction and must not be held accountable for any breach of contract between Buyer and Supplier. We are not liable to or responsible for the quality, safety, lawfulness or availability of the products or Content offered on DXCONNECT MARKETPLACE, orders unfulfilled or partially fulfilled or the ability of the Supplier or the Buyer to complete the transaction, or any fraud or illicit acts committed by any User. We cannot guarantee, among others, the placement of orders by Buyers, payment by the Buyers, or satisfactory fulfilment of the transaction by the Suppliers.

10.3 We have processes in place to pre-screen Users and any of Your Content, assess quality, vet Buyers and Suppliers, and generate demand. However, we cannot warrant the accuracy and validity of information and insurances provided to us and make no representations or warranties of any kind as to the information, materials, products or other Content made available to you through our Services by Buyer or Supplier, unless otherwise specified in writing.

## **11. Disputes with other Users**

11.1 If you find yourself in a dispute with another User or a third party, we encourage you to contact such other User or third party and try to resolve the dispute amicably.

11.2 Should you be unable to resolve the dispute between you and another User, we may (at our sole discretion) step in to help resolve the dispute in good faith based on FIND's Policies. However, we will not make judgments regarding legal issues or claims. If you would like DXCONNECT MARKETPLACE to be involved, please contact us.

## **12. Disputes between a Buyer and a Supplier in the context of a supply agreement**

12.1 The disputes between Supplier and Buyer are governed by the contractual terms agreed between Buyer and Supplier.



12.2 If the 'item is not delivered', upon request by the Buyer to FIND, we may (at our sole discretion) ask the Supplier to provide proof of shipping and delivery that can be tracked online.

12.3 All disputes must be communicated to FIND within 15 days as they arise.

### **13. Disputes with Us**

13.1 The GTC are governed by the laws of Switzerland.

13.2 If any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules, in effect at such date. The place of mediation shall be Geneva, Switzerland. The language to be used in the mediation shall be English.

13.3 If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) days of the appointment of the mediator, it shall, upon the filing of a Request for Arbitration by either party, determined by arbitration in accordance with the WIPO Expedited Arbitration Rules in effect at that date. Alternatively, if, before the expiration of the said period of sixty (60) days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy, or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The seat of arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English. The number of arbitrators shall be three.

### **14. Changes to the GTC**

14.1 We are constantly updating and improving the Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviors, and the way people use the Internet and our Service.

14.2 We may revise the GTC but the most current version will always be at this link. Your continued use of or access to the Site following the posting of any changes to these GTC constitutes acceptance of those changes.

14.3 We will try, where possible and reasonable, to contact you to let you know about significant changes to any of the documents referred to in these GTC. We may make contact through the system or via a separate email.

14.4 The current version of the GTC contains the only terms that apply to our relationship with you. Older versions of the GTC will no longer apply to our relationship and will be completely replaced by the current version.

### **15. Prohibited Items / Services**

DXCONNECT MARKETPLACE is not a curated marketplace. However, for a variety of reasons we prohibit certain types of items from our marketplace. Some of these items present legal risks to our community.

It is the Supplier's responsibility to ensure that their proposed item complies with all laws and is allowed to be listed for sale in accordance to the local laws of the jurisdictions where the products are offered for





sale. For Supplier's convenience, we have provided a non-exhaustive guideline on prohibited and restricted items that are not allowed for sale. We will update this guideline from time to time where necessary.

If an item/service is found to be in violation of this policy, we may subject the Supplier to a range of adverse actions, including listing deletion, account suspension, account termination and legal action.

The following types of items are prohibited:

- i. Alcohol
- ii. Tobacco products, smokable products, e-cigarettes and e-liquid
- iii. Drugs and drug paraphernalia
- iv. Medicine, medicinal instruments and items with objectionable medical claims. Listings are prohibited to make claims such as having a causal relationship between a substance and the prevention, cure or treatment of a disease or condition.
- v. Live animals and insects
- vi. Items made or derived from animals, including, but not limited to, endangered species and exotic animals
- vii. Ivory or bones, including tusks, elk ivory, fossilized ivory and woolly mammoth ivory from ivory-producing animals.
- viii. Human beings, human remains, body parts and items made from human remains, except for hair
- ix. Hazardous materials which are flammable, explosive, corrosive, radioactive material, poisonous or otherwise dangerous
- x. Items or listings that promote, support or seek to engage users in illegal activity
- xi. Items or listings that promote, support or glorify hatred and seek to discriminate and/or demean on the basis of race, religion, gender, gender identity, disability or sexual orientation
- xii. Items that infringe copyright laws including, but not limited to, unauthorized sales of eBooks
- xiii. Counterfeit items
- xiv. Unauthorized resale of tickets
- xv. Stolen or Illegal goods
- xvi. Illegal services not limited to prostitution
- xvii. Pornography and adult material and services including, but not limited to, pornographic books, magazines, videos and pictures
- xviii. Used undergarments and intimate items
- xix. Recalled items or items that present unreasonable risk of harm
- xx. Mislabeled goods





And any other items illegal or restricted in the jurisdiction of the Buyer and/or the Supplier or which otherwise encourage illegal or restricted activities.

If you see a listing that violates FIND's Policies, please contact us.

## **16. Compliance with FIND Code of Conduct and Ethics**

16.1 Code of Conduct and Ethics. FIND has established a Code of Conduct and Ethics (the "Code") as set forth under the FIND site at <https://www.finddx.org/policies> (Ref10Aug2020), as amended from time to time. By executing this GTC, the User acknowledges it has read and understood the contents of the Code, has informed the appropriate personnel of the Code's existence and agrees to abide with the Code terms and conditions, or warrants that it has its own code of conduct which is substantially equivalent and that such own code of conduct is currently applied to the Supplier.

- 1.1. Anti-Corruption & Anti-Bribery: The Users will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision by the Supplier, including by assisting any party to secure an improper advantage.
- 1.2. Political Activity & Advocacy: The Users may not use funds to influence the outcome of any election for public office in any country, or to carry on any voter registration drive.
- 1.3. Child Safeguarding: The Users are committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children and shall not use any funds under this Agreement to support the contrary.
- 1.4. Anti-Terrorism: The Users will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) related to terrorism; (b) with persons or entities that appear on the United Nations Security Council Consolidated List; or the sanctions list of donor countries including but not limited to the UK, the Netherlands, Germany, USA, Canada and Australia; (c) with countries or territories against which the U.N. maintains comprehensive sanctions, under applicable law unless specifically approved by FIND in writing, at FIND's sole discretion.
- 1.5. Antitrust: The Users comply with all relevant laws relating to antitrust and competition. In particular, the Users refrain from participating in any agreements or concerted practices, which infringe competition law in Switzerland and of any country in which they carry their business or where their activities might have an effect.

16.2. Users will abide by FIND's Code of Conduct and any violation may result in the non-compliant Users' account being deactivated.

## **17. Events outside our control**

17.1 We shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these GTC that is caused by any act or event beyond our reasonable control, including but not limited to: failure of the Site or any Services due to lack of internet connection, adverse weather conditions, natural disasters, or change of law or any governmental directions or orders, each an "Event Outside Our Control".

17.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these GTC, our obligations under these GTC will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.



## **18. Contact, feedback and complaints**

If you need to contact us, please click on contact us for our contact form, or send an email to: [MARKETPLACE@finddx.org](mailto:MARKETPLACE@finddx.org). We value hearing from our Users, and are always interested in learning about ways we can improve the Service. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.

## **19. Miscellaneous**

19.1 We may transfer our rights and obligations under the GTC to another organization, but this will not affect your rights or our obligations under these GTC. You may only transfer your rights or your obligations under these GTC to another person if we agree this with you in writing.

19.2 If any court or relevant authority decides that any provision of these GTC shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these GTC and shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

19.3 If we fail to insist that you perform any of your obligations under these GTC or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.