



TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THIS WEBSITE AND ANY PAGES THEREOF, YOU AGREE TO BE BOUND BY THE TERMS OF USE BELOW. IF YOU DO NOT AGREE TO THE TERMS OF USE BELOW, DO NOT ACCESS THIS SITE, OR ANY PAGES THEREOF.

Welcome to She is Mom!

These terms and conditions outline the rules and regulations for the use of She is Mom Website, located at www.sheismomclub.com.

www.sheismomclub.com (the "Website") is owned and operated by She is Mom S.R.L.

She is Mom S.R.L., a legal person of Romanian nationality headquartered in Bucharest, Sold Ene Modoran Street, no. 10, Building M90, Entrance B, floor 7, apartment 95, room 2, sector 5, registered at Bucharest Trade Register Office under no. J40 / 4373/2021, Single Registration Code 43889897, having wire transfer account no. RO72BTRLRONCRT0593426901 opened at BANCA TRANSILVANIA.

These Terms & Conditions are entered into by and between You and She is Mom S.R.L. The following terms and conditions govern your access to and use of the Site, including any content, functionality, and services offered on or through the Site, and use of the Platform, whether as a client or a registered user.

Please read the Terms & Conditions before you start to use the Site. By using the Site, and by clicking "I accept the terms & conditions" you agree to the Terms & Conditions when this option is made available to you. By accepting these terms and conditions when you access the Site, you agree that these terms and conditions will apply each time you use the Site or the services/tools we make available to interact with the Site. Certain facilities may have additional terms that we will notify you of upon acceptance of these services.

By using the website and the services available on it, you accept these terms and conditions and any additional terms and conditions which expressly apply to services and information provided by third parties.

By accessing this Site, we assume you accept these terms and conditions. Do not continue to use www.sheismomclub.com if you do not agree to take all the terms and conditions stated on this page.

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice, and all Agreements: "Client" "User", "You" and "Your" refers to you, the person who logs on to this website and is compliant to the Site's terms and conditions. "The Site," "Ourselves," "We," "Our," and "Us" refer to our Site. "Party," "Parties," or "Us" refers to both the Client and ourselves. All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs regarding the provision of the Company's stated services.



To make the document easier to read, we will use the following terms, which we define as follows:

Term	Definition
Account	The account associated with your email address
Account type	The user who creates a profile on the website and chooses how to collaborate with the Site depending on the type of service they want or offer: client, consultant, company.
User Profile	A collection of settings and information associated with a user. It contains critical information that is used to identify an individual, such as their name, age, portrait photograph, and individual characteristics such as knowledge or expertise.
Public Profile	The user visibility on the Site. By ticking the box Public, you acknowledge that some of the information listed in your profile will be visible on the Site.
Intellectual Property Rights	All existing worldwide intellectual property rights and their derivatives, including: (a) copyrights, (b) trade names, (c) patents / logos / trademarks / registered or pending patents or unregistered trademarks, (c) any right to confidential information; applicable.
User	A person, the individual or legal entity who visits or uses the Site. A User can be a woman, a mentor, a seller, or a company within these terms & conditions.
Client	The user who purchases the Services through the website.
Woman	The user who creates an account and a profile, purchases services through the site.
Mentor	The user who registers on the Site to offer



	influence, guidance, or direction, an expert to help gain proficiency through the Site
Mentor session	A meeting between a mentor and a mentee with a definite time
Seller	The user who registers on the Site to provide products and/or services through the Site
Seller services/products	The products and/or services provided by a Seller
Company	The user who registers on the Site as a legal entity that uses the Site, creates a profile, purchases services through the site.
Membership Agreement	Contains: (a) these terms & conditions, (b) any contractual provisions accepted by the Users uploaded to the Site, (c) any other material that will be uploaded to the Site and will modify/supplement the contractual conditions
Services	Non-physical, intangible parts, as opposed to goods, such as mentoring, consulting, strategic advisory, education, programs
Products	The item offered for sale. A product can be a service or an item. It can be physical or in virtual or cyber form. Every product is made at a cost and each is sold at a price.
Website / Site	The website operated by She is Mom and available at https://www.sheismomclub.com/ as well as any other domains derived from it and any other related services offered by She is Mom, including web applications, iOS or Android, API, or other access methods.
Confidential Information	Any information in connection with the User, their associates, and affiliates or with this Agreement and made available either before or after the date of signature. Confidential Information also means any information contained in the Services.



OBJECT AND SCOPE OF THE SERVICES

Our mission is to support and match professional individuals to specialists, consultants, businesses in a structured entity.

This Site is an online space designed as a web-based marketplace, where individuals (each "Client", "User", "Mentor", "Seller" "Company") will be able to seek services and products, connect with professional and consultant individuals, placement services including project-based staffing, interim and permanent staffing, and strategic advisory services, promote and sell its services and/or products.

We do not become part of any contract concluded between the Users, but we are only a means by which we connect the two parties.

From time to time we may, without notice, modify the Site, the products, and services described herein. However, we do not assume any obligation to keep the data of the Site up to date and we are not liable to you or to others if there are errors in the information provided on the Site or if it is out of date.

ELIGIBILITY: WHO CAN CREATE AN ACCOUNT?

Without registration, you can use certain Services. Without registration, you may use all Services that are available on our website without registration.

Anyone with internet access can create an account. However, in order to use the Site and enjoy the Services offered, you must:

- have the legal capacity to enter into contracts;
- be over 18 years old;
- not have been suspended from using the Site, and
- have a valid email address.
- If the User is visiting the Site from a country other than Romania, where She is Mom's servers are located, the User's communications with us may result in the transfer of information (including User's registration or Personal information) across international boundaries. By visiting the Site and communicating electronically with us, the User consents to such transfers.

Your She is Mom Account

By registering a user account on www.sheismomclub.com, you will give the express agreement regarding the terms and conditions of use of the site. The provisions have the value of a contract between you and our company. In this regard, the data provided by you through the user account She is Mom, are processed under 6.1 letter b.)¹ of the GDPR.

She is Mom provides each user a username and password to be used for logging into their account.

All Accounts are associated with certain individuals. Login credentials (username, email address, password) should not be passed on by Users to others. If you pass the data on, you, as the individual associated with the Account, will be responsible for all actions taken on behalf of the Account, without limitation, whether you were aware of them or not.

¹ <https://gdpr-info.eu/>

Art. 6 GDPR Lawfulness of processing

1. Processing shall be lawful only if and to the extent that at least one of the following applies:

(b) processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract;



You can create a user profile within your account, which will consist of various information and attachments provided by you. It will also keep a record of your activity on www.sheismomclub.com.

By registering a user profile on www.sheismomclub.com, your profile will become public. The "third party" individuals or legal entities can have access to the information you provided.

Specifically, for the "I am woman" user the "third party" companies (the people who apply for www.sheismomclub.com for the CV search service) who have access to the CVs from our database will have access to your CV. The default when you sign up is for recruiters to be able to see your profile. You can change the visibility of your profile at any time.

Users can provide a company/brand name to be associated with the User Account. However, Users agree that even if a company/brand is associated with the User Account, the Agreement is concluded with the User as an individual (not the company), and the User remains solely responsible for all actions in connection with their account.

If you are using or creating an account or profile on She is Mom on behalf of a company, entity, or organisation, then you represent and warrant that you are an authorised representative with the authority to bind such company, entity, or organisation to these Terms & Conditions and that you agree to these Terms of Use on behalf of such company, entity or organisation.

If you create an account on the Site, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You agree to provide accurate, current, and complete information, including your contact information for notices and other communications from us and your payment information. You may not use false or misleading information in connection to your account or trade on the name or reputation of others, and She is Mom may change or remove any information that it considers inappropriate, unlawful, or otherwise likely to expose She is Mom to claims of third parties. You agree that we may take steps to verify the accuracy of the information you have provided.

We may, in our sole discretion, refuse to register any person or entity wishing to register as a User. You will also not be able to assign, transfer or transfer any or all of the rights you have under these Terms and Conditions without your prior written consent.

You are responsible for taking reasonable steps to maintain the confidentiality of your username and password. You must immediately notify She is Mom of any unauthorised uses of your information, your account, or any other security breaches. She is Mom will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

SECURITY

We take commercially reasonable steps to protect the User's information from loss, misuse, and unauthorised access, disclosure, alteration, or destruction. Nevertheless, no transmission over the Internet and no data storage method can be guaranteed to be safe 100% of the time. She is Mom cannot ensure or warrant the security of any information User transmit to She is Mom or guarantee that User's end-user data stored on the Services may not be accessed, disclosed, altered, or destroyed by breach of any of She is Mom's industry-standard physical, technical, or managerial safeguards. In particular, e-mail sent to us may not be secured, and the User should therefore take special care in deciding what information the User sends to us via email. The Site is hosted on servers in Romania.



Accordingly, if the User is located outside of Romania, any information User provides to us will be transferred to Romania. By providing us with any information, the User consents to its transfer and storage in Romania.

RESPONSIBILITY OF USERS OF THE WEBSITE AND/OR SERVICES

While using the site

- Some of the information and services available on the website are provided for the sole purpose of individuals looking for employment opportunities and career information and for employers seeking to recruit staff. You may use, print, and download data from the website for these purposes only and no other personal or commercial purpose.

We expressly prohibit any use of the website and/or Services, and you agree not to use the website for any of the following:

- post content or articles in inappropriate categories, areas, or services on the Site;
- violate the laws, rights of third parties, or our policies;
- refuse to pay for services/products delivered to you;
- refuses to provide a Service/Product that has been purchased by the User
- our structure of prices, commissions, subscriptions, taxes that you owe sheismomclub.com;
- post false, inaccurate, misleading, defamatory or offensive content (including personal data);
- take no action to alter the feedback / reputation system;
- transfer your Account and Username to another party without our consent;
- distribute or post spam, unsolicited or bulk emails, chain messages or pyramid schemes or MLMs;
- distribute viruses or other technology that may harm sheismomclub.com, the Site or the interest / property of Users (including their Intellectual Property Rights) or that is illegal, immoral, threatening, abusive, defamatory, invasive, vulgar, obscene, profaning or harassing or causing discomfort or incitement to hatred;
- download or aggregate listings from the Site to display them on other sites without our express consent, "framework mirror" or in any way incorporate any part of the Site into another site without our prior express written permission;
- try to modify, translate, adapt, edit, decompile or alter any software that we use in connection with the Site;
- copy, modify or distribute the rights or content on the Site or the copyright / trademarks of sheismomclub.com and
- collect in any way information about Users, including their email address, without their express consent.
- engaging in conduct that would constitute a criminal offense, giving rise to civil liability, or otherwise violating any city, state, national, or international law or regulation that would fail to comply with accepted Internet protocol;
- Communicating, transmitting, or posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;
- Communicating, transmitting, or posting material that reveals trade secrets, unless you own them or have the permission of the owner;



- Communicating, transmitting, or posting material that infringes on any other intellectual property, privacy, or publicity right of another;
- Attempting to interfere in any way with the Site, or our networks or network security, or attempting to use our website to gain unauthorised access to any other computer system;
- Accessing data not intended for you, or logging on to a server or account, which you are not authorised to access;
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization (or succeeding in such an attempt);
- Attempting to interfere or interfering with the operation of the website and/or Services, or our provision of Services to any other users of the Site, our hosting provider, or our network
- In addition, if you operate an account, contribute to an account, post material to the Site, post links on the Site, or otherwise make material available by means of the website (any such material, "Content"), you are solely responsible for the content of, and any harm and damages resulting from that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, you represent and warrant that:
 - the downloading, copying, and use of the Content will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, or trade secret rights, of any third party;
 - the Content is not spam and does not contain unethical or unwanted commercial content designed to drive traffic to third-party sites or boost the search engine rankings of third-party sites, or to further unethical or unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
 - The Content is not obscene, defamatory, hateful, or racially or ethnically objectionable and does not violate any third party's privacy or publicity rights.

Further, we reserve the right to suspend the provision of the Services to you in circumstances where we reasonably believe that you have performed any unauthorised processing of information.

Your access to and all of your use of the website and/or Services must be lawful and must comply with these Terms and Conditions, and any other agreement between you and She is Mom.

She is Mom disclaims any liability for any harm or damages resulting from your access or use of the website and/or Services.

INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

The User declares and guarantees that it owns the intellectual property rights necessary for the provision of the Services/Products (including the materials related to the description and promotion of the Services/Products) that it offers through the Site and assumes full responsibility for their promotion and provision and is solely responsible.

You warrant that the content you submit does not infringe any third-party intellectual property rights. If necessary, you are solely responsible for taking all necessary steps, executing all



necessary documents, and generally assisting in securing such rights and transferring or licensing them to She is Mom in compliance with the requirements herein.

The Site contains the copyrighted content and/or other intellectual property information that may be copyrighted by third parties and, thus, is protected by copyright laws and international intellectual property regulations. You agree to acknowledge the original source(s) and the author(s) of any content made available through the Site when redistributing, publishing, copying, or using such content for any other non-commercial exploitative purposes. Any unauthorised reproduction, publication, further distribution, or public exhibition of the content provided on the Site, in whole or in part, is strictly prohibited.

FEES AND COMMISSIONS

We will collect various fees and commissions from Users so that they can benefit from the Services offered by us. These taxes and commissions will be communicated to the Users at the time of registration of the Account on the Site and will be subject to the terms and conditions explained therein.

We will be able to change our tax and commission policy based on our business plans, including but not limited to the introduction of free trial periods, discounts, promotional offers at certain intervals/launch of certain new campaigns/marketing campaigns, offering discounts for users, etc.

Any change in fees and commissions will be notified to the Users by e-mail or through the Account on the site and will be subject to the conditions set out therein.

PAYMENTS

By purchasing Services, you agree to pay She is Mom the fees indicated for such Services. Payments will be due as of the first day you sign up for Services or as indicated when signing up.

The prices of the Services displayed on the Platform are expressed in Lei or Euro and may or may not include VAT, according to the legislation in force, as they will be displayed on the site.

We will be able to update the prices of the Services offered by us at any time, and such an update will replace any prices previously displayed for those Services.

The Company will issue to the User an invoice for the Services provided by the Company and purchased by the User, the obligation of the User being to provide all the necessary information according to the legislation in force for the issuance of the invoice by the Company.

We will send the User the invoice related to the Order for the Services provided by us, either in material format (on paper) to the address indicated by the User, or in electronic format (by email, to the e-mail address mentioned by the User in his Account or at the e-mail address specified by the User at the time of purchase), depending on the option expressed by the User.

Payment for the Services offered by sheismomclub.com will be made online by card or bank transfer. According to the legislation in force in Romania, when the payment will be made by bank card, we will not request additional payments.

In the case of online payments, we are not and cannot be held responsible for any other costs incurred by the User in addition to the price of the Service purchased including, but not



limited to, transfer or currency conversion fees charged by the card-issuing bank of the User, if the currency of the card differs from the currency in which the sale is made.

CIRCUMVENTION

Payments made or actions taken outside of the Site with regard to the Services (including without limitation, submitting or soliciting or accepting proposals to parties identified through the Site or invoicing or reporting to She is Mom invoice or payment amounts lower than agreed to in the Site), shall be a violation of these Terms and Conditions and shall be immediately subject to a 3000 euro fee payable to She is Mom as if the payments had been routed through the Site. You hereby agree to notify She is Mom immediately at contact@www.sheismomclub.com if a party contacts you to make payments or take other actions outside of the Site as-is set here.

TAXES

The role of She is Mom is to connect Users and mediate the interaction between the Users. She is Mom is just a third-party processor. For fiscal purposes, She is Mom will submit, as far as it is concerned, the forms/declarations related to the fiscal legislation in the field. Apart from its obligation to submit forms/declarations and pay taxes, She is Mom has no responsibility for other matters regarding the declaration and payment of taxes, the determination of the tax status of suppliers/beneficiaries, or another party.

GUARANTEES. LIABILITY. RESOLVING DISPUTES BETWEEN USERS

Although we make constant efforts to check the quality of the Services provided by the Users registered on the Site, as we want to lay the foundations of a quality ecosystem, in some cases the Clients may not be fully satisfied with the Services provided by the Users.

In such a case, the Client must contact directly the User who provided the Service, She is Mom being relieved of any liability in connection with the relationship between Clients and Users and not being a party to the contract concluded between the latter. However, we encourage Clients to provide feedback and ratings to the Users and to notify She is Mom of any issues that may arise in order to make certain decisions (which may include suspending/canceling the User Account for a certain period of time).

The Company shall not be liable for any damages caused to the User or any third party due to the Users' failure or failure to perform any of its obligations under the Services provided, nor for damages resulting from improper use of the Services provided.

In no event shall the Company be liable for any loss of use, contracts, data, goodwill, revenue, or profit (whether or not it is considered a direct claim) or any subsequent loss, damage or expense, special, indirect, incidental, punitive or exemplary under or in connection with this Agreement or the Services provided by the Company or the Users.

The user will keep the username and password of the Account secure, being solely responsible in the event of their fraudulent use by a third party.

The Company will not be liable for any damage caused by any technical malfunctions of the Platform (eg, inability to access any link on the Platform).

LINKS

The Site may include links to other websites or resources, for your convenience. She is Mom is not responsible for the Content, or any translation thereof, including any images, graphics,



video or audio materials, advertising products, or other content available from such sites or resources. The inclusion of such links and other references does not imply the endorsement of the linked site by She is Mom. The access to and use of third-party sites linked to the Site are at your sole own risk.

Links posted by third parties to the Site and or Content may not use She is Mom logo and shall not suggest that She is Mom promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of the Sites shall be the responsibility of the linking party. She is Mom reserves the right to require any linking party to disable or remove any link that violates She is Mom policies, rights, or causes interruption or deterioration of the content.

LICENSE

You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the Website conditioned upon your continued acceptance of, and compliance with, these Terms and Conditions.

You may use the Website and the content for your non-commercial personal use and for no other purposes. You agree not to reproduce, duplicate, copy, sell, trade, resell, redistribute, compile or create derivative words, or exploit for any commercial purposes, any content or part thereof posted on the Site.

She is Mom reserves the right to bar, restrict or suspend any User's access to the Site, and/or to terminate this license at any time for any reason.

She is Mom, the She is Mom logo, and all other trademarks, service marks, graphics, and logos used in connection with the Site, Products, and Services, are trademarks or registered trademarks of She is Mom or She is Moms licensors. Other trademarks, service marks, graphics, and logos used in connection with the Site, Products, and Services, may be the trademarks of other third parties, in which case such license is for the exclusive benefit and use of us unless otherwise stated or maybe the property of their respective owners. Your use of the Website grants you no right or license to reproduce or otherwise use any She is Mom or third-party trademarks. Likewise, you present no right or license to reproduce or otherwise use any of your trademarks, service marks, graphics, and/or logos unless expressly authorised by you.

Unless otherwise stated, She is Mom, and/or its licensors own the intellectual property rights for all material on www.sheismomclub.com. All intellectual property rights are reserved.

All copyright, database rights, and other intellectual property rights in the website and the material available on the website belong to its third-party suppliers or us. Use of the website does not give you any proprietary rights to such materials.

TERMINATION

In the event She is Mom believes in its sole discretion customer data violates applicable laws, rules, or regulations or these Terms and Conditions, She is Mom may remove such customer data at any time with or without notice.

You may terminate your agreement and close your account with She is Mom at any time by ticking the box in MyAccount/Settings/Delete account or sending an email to contact@www.sheismomclub.com. She is Mom may terminate its relationship with you or may terminate or suspend the accessibility to the website and/or Services at any time:



1. If you breach these Terms and Conditions and/or any other agreement with She is Mom.
2. If She is Mom reasonably suspects that you are using the Website and/or Services to breach the law or infringe third party rights.
3. If She is Mom reasonably suspects that you are trying to exploit or misuse She is Mom's policies unfairly.
4. If She is Mom reasonably suspects that you are using the website and/or Services fraudulently or that Services provided to you are being used by a third party fraudulently.
5. If you fail to pay any amounts due to She is Mom.
6. You violate any applicable law or regulation.

If you believe that She is Mom has failed to perform, or the Services are defective, you must notify She is Mom in writing and allow fourteen (14) days for She is Mom to fix the defect. If She is Mom fixes the defect within this period, She is Mom will not be in default and cannot be held liable for any damages and/or losses connected to such default.

FORCE MAJEURE

Any unforeseeable and invincible circumstance, independent of the will of the Parties, which arises during the application of the Terms and Conditions and which makes it impossible to fulfill the obligations assumed, will be considered Force Majeure and will exempt the invoking Party from fulfilling that obligation.

The Party invoking Force Majeure must notify the other Party within 10 (ten) working days from the date on which the circumstances occurred and make available the documents attesting Force Majeure, within 30 (thirty) working days from that date.

If within 15 (fifteen) days from the date of occurrence of the force majeure event, that event does not cease, either Party shall have the right to notify the other party of the full termination of the Contract without any of them being able to claim damages from the other party. interest.

CHANGES

She is Mom reserves the right to modify the She is Mom Services or any part or element thereof from time to time without prior notice, including, without limitation:

- the rebranding of She is Mom Services at its sole discretion;
- ceasing providing or discontinuing the development of any particular She is Mom Service or part or element of the website temporarily or permanently;

If the Client does not accept the modification, the Client shall notify She is Mom. The client's continued use of the She is Mom Services, or any part or element thereof, after the effective date of a modification shall indicate its consent to the changes. She is Mom shall not be liable to the customer or any third person for any modification, suspension, or discontinuance of the She is Mom Services, or any part thereof.

NOTIFICATIONS

Any communication, notification, or concern is validly fulfilled if it will be sent by mail/courier with confirmation of receipt to the address: Bucharest, Sold Ene Modoran Street, no. 10, Building M90, Entrance B, floor 7, apartment 95, room 2, sector 5 or to the e-mail address: contact@sheismomclub.com.

Communications or notifications addressed to Users will be made to the contact details mentioned in the Account on the Site.



Users undertake to immediately inform the Company in the event of any changes to the identification data, address and/or fax number, and/or e-mail address indicated for communications, notifications, or notices and to amend them accordingly in the Account.

The contacts for all inquiries of support are:

E-mail: contact@sheismomclub.com

COMPLETE AGREEMENT

These Terms and Conditions, together with any revision, any Additional Terms and Conditions incorporated by reference, including the Privacy Policy, constitute the entire agreement between Users and the She is Mom relating to the Website and its use and supersedes any previous written or oral communication regarding use of the Site. The Site is intended to be consistent with and in furtherance of She is Mom's policies.

These Terms and Conditions are effective as of January 25, 2022.