



TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE.

Effective from 10.03.2021

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, 33 Ion Câmpineanu Street, Room 1, Building 3, 2nd Entrance, 1st Floor, Apartment 37, 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.

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 of 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", "You" and "Your" refers to you, the person log on this website and 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.

OBJECT AND SCOPE OF THE SERVICES

She is MOM offers a variety of career services. We want to be your lifelong career counselor. If your life perspective changes, you are developing or reaching new goals, offering the proper career support. We aim to build a long-lasting relationship, build a product and a Service available 7 days a week, 24 hours a day, enabling you to take your life and future into your own hands.



We facilitate the interaction between you and companies, but we are not responsible for hiring, salary negotiation, or any legal work conditions.

Also, we facilitate educational services dedicated to help moms to get new jobs or to achieve new skills.

YOUR ACCOUNT

Without registration

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

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 society. 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.

The person who wishes to create an account must:

- complete the sign-up form, and accept these Terms and Conditions.

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

By registering a user account on www.sheismomclub.com, your profile will become public. In this case, 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.

She is MOM provides for each member a username and password to be used for logging into its account.

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 or 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.

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 are responsible for taking reasonable steps to maintain the confidentiality of your username and password. You must immediately notify She is MOM of any unauthorized 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.

RESPONSIBILITY OF USERS OF THE WEBSITE AND/OR SERVICES

The use for the site

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. You may not otherwise copy, display, transmit or distribute any material from the site. If you do or perform any further unauthorized processing of information on the site, it shall be deemed a material breach of these terms and conditions that, in the case of a Customer, shall entitle us to terminate the Services immediately on notice in writing. 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 unauthorized processing of information. In respect of any personal data accessed or otherwise processed by a Customer as a result of access to the website or the Services, the Customer agrees that it shall be the sole data controller of such personal data for the Data Protection Act 2018 and, as such, shall be solely responsible for its processing.

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

When accessing or using the website and/or Services, you must behave civilly and respectfully at all times. We expressly prohibit any use of the website and/or Services, and you agree not to use the website for any of the following:

- engaging in conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate 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 unauthorized access to any other computer system;
- Accessing data not intended for you, or logging on to a server or account, which you are not authorized 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.

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

FEES AND PAYMENTS

By purchasing Products and/or Services, you agree to pay She is MOM the fees indicated for such Product or Service. Payments will be due as of the first day you sign up for a Product and/or Services or as indicated when signing up.

Configurations and prices of the website and/or Services are subject to change at any time, and She is MOM shall at all times be entitled to modify configurations, fees, prices, and quotations.

USE OF THIRD PARTY CONTENT AND MATERIALS

She is MOM cannot review all of the material, including computer software, posted to the website and cannot, therefore, be responsible for that material's content, use or effects. By operating the Site, She is MOM does not represent or imply that it endorses the material there posted or believes such material to be accurate, sound, or non-harmful. The Website May contain offensive, indecent, or otherwise objectionable content, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website May also contain material that violates the privacy or publicity rights or infringes the intellectual property and other proprietary rights of third parties, or the downloading, copying, or use of which is subject to additional terms and conditions, stated or unstated. She is MOM disclaims any responsibility for any harm and/or damages resulting from the use or downloading of postings of other parties on the website.



LICENSE

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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. You may access this from www.sheismomclub.com for your personal use, subject to restrictions set in these terms and conditions.

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 in 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 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/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.

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:

- rebranding the 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 customer does not accept the modification, the customer shall notify She is MOM. The customer'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.

The contacts for all inquiries of support are:

E-mail: contact@www.sheismomclub.com