

MENTOR HER TERMS AND CONDITIONS

These terms and conditions (“**Terms**” or “**Terms & Conditions**”) apply to the Mentor Her website (**Website**) and the use of the site and its services in the Mentor Her Program (“**Program**”). You acknowledge and agree that, by accessing or using the site and/or services or by registering as a Mentee and/or Mentor, you are indicating that you have read and that you understand and agree to be bound by these Terms & Conditions, whether or not you have registered via the site. If you do not agree to these Terms & Conditions, then you have no right to access or use the site, services or content. If you accept or agree to these Terms & Conditions on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms & Conditions and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

1. OUR SERVICE

- Mentor Her Limited (“**Mentor Her**” or “**us**” or “**we**” or “**our**”) provides an online platform that connects Mentors (“**Mentor**” or “**you**”) with individuals seeking Mentoring services (“**Mentee**” or “**you**”) via videoconferencing, messaging, email and document collaboration, (**Online Platform**) and in person meetings.
- You acknowledge that through this Website, Online and through Events, we promote Mentors and their provision of Mentor Sessions with Mentees. In performing this function, you acknowledge and agree that:
 - We do not guarantee the accuracy or validity of Mentor profiles;
 - Mentor profiles are created by each individual Mentor;
 - We can only monitor the successful completion of a Mentor Session conducted via feedback received on the Online Platform. Any Mentor Sessions undertaken outside of this will not be monitored and we will not be of any assistance in the case of a dispute as to the completion or non-completion of a Mentor Session. If a Mentee agrees with a Mentor to conduct a Mentor Session in person, you agree that we cannot supervise these Mentor Sessions and any disputes that arise will be dealt with in accordance with clause 11; and
 - there is no relationship of trust between us and Mentors and nothing in these terms constitutes or deems any Mentors as our employees or agents.
 - Mentor Her has no control over the Mentoring services or conduct of Mentees, Mentors and other users of the site and services, and disclaims all liability in this regard.
 - Mentor Her verifies Mentors identity through online social media platforms and reviews every application for a Mentor or Mentee on an individual basis.
 - The website and services are provided “as is”, “where is”, “as available”, “with all faults” and, to the fullest extent permitted by law, without warranty of any kind. Mentor Her and its licensors disclaim all warranties with respect to the website and services including the implied warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties regarding quiet enjoyment, quality of information, quality of advice, security, reliability, timeliness, availability of backed-up data and performance of the website and services. Mentor Her does not warrant that the website and services will meet your requirements, or that the operation of the site and services will be uninterrupted or error-free, or that defects in the website and services will be corrected.

2. ACCOUNT REGISTRATION

- **General**
 - In order to access the Mentor Her program as either a Mentor or Mentee, you must register through our online registration system.
 - To register an account you must:
 - be at least 18 years old;
 - have legal capacity to understand and accept these Terms & Conditions;

- provide certain personal information, including your full name, address, a valid email address;
 - an easy to read summary of your qualifications and certifications; and
 - Mentors,
- You can register to join the Online Platform via our Website or by logging into certain social networking sites that connect you to our Website. When you register using social networking sites we may obtain personal information from your social networking site account.
 - You must not provide third parties with access to the Online Portal via your registered account. You are responsible for safeguarding and maintaining the confidentiality of your login information and corresponding account information. You agree not to disclose your password to any third party and that you are entirely and solely responsible for any and all activities or actions that occur under your account, whether or not you have authorized such activities or actions. You will immediately notify MentorSelector of any unauthorized use of your password or account.
 - We maintain the right to reject or ban the registration of accounts at our discretion.
 - You agree that you will not permit, enable, introduce or facilitate (i) persons who do not have an account to have access to or use the features of the website and services only made available to Mentees and Mentors; and (ii) other users to use a specific service through your account, including at the same time that you are doing so.

For a Mentor:

- By registering an account in accordance with clause 2.1, you consent to our disclosure of your personal information to potential Mentees and to our marketing of your profile.
- When you register with Mentor Her and set up your account, you: (i) agree to provide Mentor Her with accurate and complete information; and (ii) agree to promptly update your account information with any new information that may affect the operation of your Mentor abilities.
- You will not use false identities or impersonate any other person or use a password that you are not authorized to use.
- If you register via the website to serve as a Mentor, you represent and warrant to Mentor Her that you (i) have requisite knowledge in the categories and industries you select to provide Mentoring services in such subjects to Mentees; (ii) understand this is an unpaid service and you will receive non-monetary gratuities; (iii) your profile you listed at the time of registration to use the website is correct and true and (iv) will not provide Mentoring services to persons under 18.
- You understand and agree that you will receive a shortlist of Mentees to choose from before the program begins. It is at your discretion to confidentially choose one to two Mentees before the program begins. You understand that you may conduct Mentee sessions only after Mentees confirm their use of the Mentor Her program by making a monetary payment on the Mentor Her website. This monetary donation covers the cost of the events conducted by Mentor Her, the Mentor Her manuals provided via email, the administration tasks behind the scenes, taxes and charges etc. You, as Mentor, do not receive part or any of this payment.
- You understand that on confirmation of the Mentor Her program by both Mentor and Mentee, we will provide both parties the relevant contact details as chosen by the Mentor Her program (i.e. if you choose to conduct Mentoring sessions via phone call, we will provide Mentor's and Mentee's each other's phone number etc.)
- You understand that during the course of this 6 week program, it is up to you, the Mentor, to set out the rules, contact details and expectations to the Mentee during the original meeting, generally during the launch event. You will both receive manuals via email every Monday morning at 8 am during the course of this 6-week program related to the category your Mentee is participating in. At the end of this program, you are not obliged to continue to meet your Mentee or keep in touch.

- You have no obligation to provide any Mentoring services, and any Mentoring services you may choose to provide are in your sole discretion. If you choose not to provide Mentoring services or would like to change your Mentee, please contact us at hello@mentorher.ie
- You are solely responsible for all equipment necessary to access and use the services and to provide Mentoring services.
- Mentor Her insurance does not extend out of our launch and end events. If you choose to meet your Mentee in person, you and your Mentee are individually responsible for your own liability and public indemnity insurance.
- You will not record or otherwise store any Mentoring sessions that you provide.
- The gratuities you receive as part of this program may take place during this program or after it, and are subject to availability.
- The advertising opportunities you receive for your business are subject to availability.

For a Mentee:

- By registering an account in accordance with clause 2.1 you consent to our disclosure of your personal information to your selected Mentor.
- You are expected to undertake your own checks and investigations and engage Mentors at your own risk.
- You understand that Mentors maintain the explicit ability to pick and choose their Mentee when they receive a shortlist of six Mentees before the Mentor Her program commences.
- The Shortlist is chosen by our team of experts and is based on a variety of different elements, including location, industry, ambition and expectation.
- To use the Mentor Her program, that gives you access to your Mentor's contact information, launch and end events, 6 weeks of manuals, deals and discounts and taxes and charges, you must make full payment on the Mentor Her website.
- You are only asked to pay for this program when we confirm that we have found a Mentor for you.
- When you confirm a Mentor, you may request areas that you wish a Mentor to focus on – this is a guide only. The Mentor makes no guarantee that they can or will focus on these areas.
- You are solely responsible for all equipment necessary to access and use the website and services and to receive Mentoring services.
- You will not record or otherwise store any Mentoring sessions that you receive.
- Mentor Her insurance does not extend out of our launch and end events. If you choose to meet your Mentee in person, you and your Mentee are individually responsible for your own liability and public indemnity insurance.
- You agree that after the Mentor Her program, your Mentor is not obliged to engage with any mentoring whether formal or informally. If your Mentor does not wish to continue communication you must respect this right and remove all contact information you may retain.
- As a Mentee, you agree to maintain the confidentiality of information and documents to which you have access in the course of or arising from your Contract with Mentor Her including Mentor contact information, information provided in manuals or otherwise by your Mentor. . You must not, during your contract or after the cessation of your contract, directly or indirectly use or disclose (or attempt to use or disclose) any Confidential Information for any unauthorised purpose, including any benefit to you or any other person.
- You must ensure secure custody of Confidential Information in your control or possession and use your best endeavours to prevent the use or disclosure of Confidential Information by any person.
- If you are uncertain about whether information is Confidential Information, you must immediately contact Mentor Her. Until you receive an answer, you must treat that information as Confidential Information.
- You must maintain an appropriate level of hygiene, time-keeping and be task-orientated and respectful of your Mentor throughout the program.
- If your Mentor chooses to end your contract at any time, they have full authority to do so. In the event of your Mentor ending your contract, you are not entitled to a reason and you are also not entitled to a refund of your program fees unless the reasoning falls under an extraordinary circumstance. If your Mentor chooses to end your contract before the program commencement, you are entitled to a full refund.

3. Feedback

- Mentor Her disclaims any and all liability relating to Mentor reviews. Notwithstanding the foregoing, Mentor Her does reserve the right, in its sole discretion, to remove any Mentor reviews that it deems to be inconsistent with the online activities that are permitted under these Terms & Conditions.
- You acknowledge and agree that all Mentor reviews and all feedback will be the sole and exclusive property of Mentor Her.
- You will not take any actions which may undermine the review system used to solicit feedback and comments from website users, including, without limitation, leaving negative comments if a Mentor fails to perform some action that is outside the scope of the Mentoring services, or for another untruthful or malicious reason.
- If you decide to provide feedback, comments and suggestions for improvements to the Site or Services, you may do so by emailing us at hello@mentorher.ie. You acknowledge and agree that if you submit any feedback to us, you hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the feedback for any purpose.

4. WARRANTIES AND OUR LIABILITY

- We do not make any warranties or guarantees as to the Mentors who are registered on our program including without limitation, any guarantee the Mentor Sessions will be of a particular quality or standards.
- We do not make any warranties or guarantees regarding the qualifications or certifications of Mentors as displayed on their profile.
- We do not make any warranties or guarantees regarding the quality of advice or views of Mentors given during Mentor Sessions.
- We do not provide professional advice and we give no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website, during events or in our Manuals.
- We do not warrant or make any representation as to the accuracy and are not liable for the content of, any links to third-party websites or resources. Links are provided for your convenience and interest only.
- If you ever believe that another Mentee or Mentor has violated law or is defrauding, threatening or endangering anyone, Mentor Her urges you to immediately contact the police directly for help
- To the extent permitted by law, you release us from and we exclude all liability to you or any other person for, any loss (including indirect, special or consequential loss), damages, costs (including legal costs) or expenses of any kind, arising from or in connection with:
 - any act or omission of a Mentor or Mentee;
 - your use and access of the Website or Online Platform;
 - your attendance of Mentor Her events
 - the conduct or provision of Mentor Sessions;
 - any errors or inaccuracies on Mentor profiles, in respect of information provided to us by the Mentors;
 - delays to, interruptions of or cessation of transmission to or from the Website or Online Platform.
- You understand and agree that provision of Mentoring Services may require use of a third party website or service (each a "Third Party Service"). Your use of any Third Party Service is voluntary. You shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software you may decide to use to provide the Mentoring Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to use of any Third Party Service. Mentor Her shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such Third Party Service.

5. Mentor's OBLIGATIONS AND WARRANTIES

- In conducting the Mentor Sessions, you must:
 - abide by all clauses above,
 - attend the Mentor Sessions as and when agreed with the Mentee;
 - provide the Mentee with at least 48hours notice prior to a scheduled Mentor Session if you will be unable to attend;
 - provide the Mentor Sessions with due care, skill and diligence; and
 - act in a proper and professional manner.
- You represent and warrant in relation to your profile you register, that:
 - you warrant that any information you provide is accurate and current;
 - the information is not false, misleading or defamatory;
 - the information does not contain any obscene or discriminatory language; and
 - you are the sole author of the information on your profile.

6. MENTEE'S OBLIGATIONS

You must:

- abide by all clauses above,
- attend the Mentor Sessions as and when agreed with the Mentor; and
- provide the Mentor with at least 48hours notice prior to a scheduled Mentor Session if you will be unable to attend.

7. UNACCEPTABLE CONDUCT

You must not engage in the following unacceptable conduct when providing or attending Mentor Sessions:

- attending a Mentor Session more than 30 minutes late or failing to attend at all without reasonable prior notice;
- engage in conduct that risks the health and safety of the Mentor/Mentee;
- assault, harass, bully or threaten the Mentor/ Mentee;
- use abusive or offensive language; and/or
- attend a Mentor Session when intoxicated or impacted by drugs.

9. COMPLAINTS AND DISPUTES

- If you have a complaint or dispute regarding the provision, non-provision or conduct of a Mentor or Mentee during a Mentor Session, you should immediately contact the relevant Mentor or Mentee and try to reach an agreement going forward.
- If you are a Mentee and have a dispute with your Mentor, you should also contact us within seven (7) days of the alleged conduct or Mentor Session
- We will use reasonable efforts to assist both parties to resolve the complaint by changing Mentor/Mentee or, if this is not viable, by cancelling the Mentee their spot on the program.
- If the complaint or dispute is not resolved within thirty (30) days from the provision of the Mentor Session or the alleged conduct, we will at our discretion, determine how the fees paid by the Mentee should be dealt with.

10. Website AND ONLINE PORTAL

- Ownership
 - The material on the Website is our copyright and is owned by us. We reserve all Intellectual Property Rights in the Website. For sponsorship, advertisements whether online, in manuals or at events, is owned by the relevant third-party sponsorships who reserve all intellectual property and rights. By participating in the Mentor Her

program, you agree to respect and adhere by their individual copyrights and Intellectual Properties.

- You may view, download, and print pages from the Website or Online Portal for your own personal and non-commercial use, provided you do not remove any copyright and trade mark notices contained on the material.
- You must not:
 - upload, repost or republish material from the Website or Manuals (including to any other site on the World Wide Web);
 - “frame” the material on the Website or Manuals with other material on any other World Wide Web site.
 - sell, rent or sub-license material from the Website or Manuals;
 - show any material from the Website or Manuals in public;
 - reproduce, duplicate, copy or otherwise exploit material on the Website or Manuals for a commercial purpose;
 - edit or otherwise modify any material on the Website or Manuals; or
 - redistribute material from the Website or Manuals.
- We may, in our sole discretion, permit Mentees/Mentors to post, upload, publish, submit or transmit content. By making available any content on or through the website, you hereby grant the following license to Mentor Her, which Mentor Her may exercise solely in connection with Mentor Her provision of it’s services: a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense to other users of the services (including Mentors, as applicable), to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such content.
- You acknowledge and agree that you are solely responsible for all content that you make available through the website or services provided. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all content that you make available through the website or services or you have all rights, licenses, consents and releases that are necessary to grant to Mentor Her and to the rights in such content, as contemplated under these Terms & Conditions; and (ii) neither the content nor your posting, uploading, publication, submission or transmittal of the content or Mentor Her’s use of the content (or any portion thereof) on, through or by means of the website or services will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- Mentor Her will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law regardless of jurisdiction. Mentor Her may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms & Conditions. You acknowledge that Mentor Her has no obligation to monitor your access to or use of the website, services or content or to review or edit any content, but has the right to do so for the purpose of operating the website and services, to ensure your compliance with these Terms & Conditions, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Mentor Her reserves the right, at any time and without prior notice, to remove or disable access to any content that Mentor Her, at its sole discretion, considers to be in violation of these Terms & Conditions or otherwise harmful to the website or services provided.
- DEFINITIONS
 - **Intellectual Property** means all copyright, trade marks, designs, confidential information, patents, inventions and discoveries; and
 - **Intellectual Property Rights** means all rights in the Intellectual Property, including current and future, registered and unregistered rights conferred by statute, common law or equity.
 - **Mentor Session** means a 30 minute – 90 minute meeting between a Mentor and Mentee where the Mentor provides Mentoring. Such meeting may be undertaken across various mediums of communication whether face to face, via telephone or online via our website.

13. GENERAL

- Privacy: See our Privacy Policy on our website for information and notices concerning our collection and use of your personal information.
- Amendment: We reserve the right, at our discretion, to update or revise these Terms at any time. We will use our reasonable efforts to notify you of changes by email. Your continued use of the Website following any changes to these Terms will constitute your acceptance of any changes we make.
- Notice: We may give notice under these Terms by means of notice on the Website, or by email to your email address on record in your account information. You can notify us by email at hello@mentorher.ie.
- Severability: If any provision of these Terms at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- Waiver: Unless expressed in writing to you by us, any failure or delay by us in exercising any right, power or privilege available to us will not operate as a waiver of that power or right.
- If you breach any of these Terms & Conditions, Mentor Her will have the right to suspend or disable your Account or terminate these Terms & Conditions, at its sole discretion and without prior notice to you. Mentor Her reserves the right to revoke your access to and use of the website, services and content at any time, with or without cause. In the event Mentor Her terminates these Terms & Conditions for your breach, you will remain liable for all amounts due hereunder. You may cancel your account at any time by sending an email to hello@mentorher.ie
- You acknowledge and agree that Mentor Her does not operate or control the internet and that (1) viruses, worms, Trojan horses, and other undesirable data, or software, or (2) unauthorized users (e.g. hackers) may attempt to obtain access to and damage your data, websites, computers, or networks, Mentor Her shall not be responsible for such activities. You are solely responsible for the security and integrity of your data and systems, no advice or information, whether oral or written, obtained from Mentor Her or through the site, services or content, will create any warranty not expressly made herein.
- You agree to defend, indemnify, and hold Mentor Her, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the website, services or content, or your violation of these Terms & Conditions.