

Terms & Conditions

(Version of 5th February 2019)

Led By HER's mission is to encourage women's entrepreneurship by providing women with the means to realize their entrepreneurial project (the "**Project**").

The website www.foundherlab.com allows experts, natural or legal persons, with expertise in a technical field such as law, accounting, marketing, taxation, etc. (the "**Experts**"), to offer their expertise to women entrepreneurs, who decide to embark on entrepreneurship (the "**Entrepreneurs**"), registered on the website to help them carry out their Project. In this context, the sole purpose of the website is to put Experts and Entrepreneurs in touch for free (the "**Mise en Relation**").

The website is edited by Led By HER. The Publication Director is Mrs. Chiara Condi, President of Led By HER in France. The direct and permanent storage of the resources necessary for the provision of the website to the public, as well as users' data, is provided by OVH.

The following terms and conditions govern the access to www.foundherlab.com website (the "**Website**") and its use (the "**Terms & Conditions**" or "**T&C**") by any user of the Website not included in the list of Experts or Entrepreneurs (the "**Non-Registered Users**") and by the Experts and Entrepreneurs (together the "**Registered Users**").

All Non-Registered Users and Registered Users (together "**Users**") must, prior to any use of the Website, read these T&C. The User agrees to adhere to and expressly abide by the terms of the T&C as soon as he/she uses the Website.

Access to the Website

The use of the Website is under the sole control of the User and under his/her sole responsibility.

Obligations of Users

The User agrees to use the Website in accordance with these T&C, the legal and regulatory provisions in force and the purpose of the Website as defined in these T&C.

The content and data of the Website (including, but not limited to, messages, data, information, text, or other material) are the property of Led By HER. The User agrees, in particular, not to modify, copy, distribute, disclose, display, make available,

reproduce, publish, grant a license, create derivative works, transfer, or sell or resell any information, product or service obtained from or thanks to the Website.

In addition, the User undertakes, in particular, not to:

- harass or commit abuses against other Users such as, for example, the publication of offensive material, the sending of threats, email chains or repetitive emails;
- violate the rules of confidentiality by soliciting particular personal data for the purpose of harassing, exploiting, violating the confidentiality of the information, or for any other objective of a promotional or commercial nature that is not related to the subject of the Website;
- divert the Website or its contents for illegal, illegitimate or fraudulent purposes;
- insert hypertext links that link to illegal content or infringing the rights of third parties; and
- post on the Website or on the User Account, contents that are inaccurate, illegal, infringing privacy, injurious, indecent, threatening, inciting hatred or violence, or whose intellectual property rights do not belong to him/her and without the express permission of the rights holder.

How to create a User Account

Each Non-Registered User may register on the Website and open an account to become a User (the "**User Account**") subject to meeting the qualification requirements (for Experts) and being a woman (for Entrepreneurs). Led by HER does not intervene in the registration process which remains automatic and under the sole responsibility of the Non-Registered User.

When registering, the Non-Registered User is invited to enter a password and a username (the "**Access Data**"). He/she must then complete a profile in order to use the Website as a Registered User.

The User Account and its Access Data are strictly personal and remain the exclusive property of the holder during their entire use.

The entry of the username and the password are proof of the quality of the Registered User.

The Registered User undertakes, when registering, to disclose accurate, up-to-date and true information concerning, in particular, his/her last name, first name(s), email address (and, for the Experts, if they subscribe as individuals or on behalf of their

company), and necessary for his/her proper identification, in order to open and maintain his/her User Account.

Closing and Deactivating the User Account

The Registered User can deactivate and close his/her User Account at any time.

For the deactivation of the User Account (the "**Deactivation**"), the Registered User must follow the instructions provided in the deactivation part of his/her User Account. The deactivation of the User Account is at the sole initiative of the Registered User. The deactivation of the User Account is automatic from the moment the Registered User has completed all the steps provided on the Website. Deactivation will not result, unless otherwise requested by the Registered User, in any deletion of the data of the Registered User which will be retained for a maximum of two years following this Deactivation. Deactivation will however result in the anonymization of messages posted by the Registered User on the Forum.

For the closure of the User Account (the "**Closure**"), the Registered User must send his/her request for closing the User Account by contacting the administrator via this [link](#).

Led By HER will endeavor to process any User Account Closure request within a reasonable period of time.

Any Closure will result in the immediate removal and deletion of the Registered User's data, including published reviews and posted messages on the Forum by the Registered User whose User Account is closed, whether or not they are anonymized following a Deactivation.

The Closure will not end all relations in progress between the Expert(s) and the Entrepreneur(s). Each Registered User who requests the Closure will be obliged to continue the obligations he/she is subject to until their perfect execution. In any case, Led By HER cannot be held responsible for the improper performance or failure to perform any service following the Closure of the User Account of a Registered User.

Services and products offered by the Website

The Website is not intended to provide, in any way whatsoever, other services than the *Mise en Relation*.

Experts and Entrepreneurs have the opportunity to search, through the Website, respectively Entrepreneurs and Experts to exchange on Projects.

Entrepreneurs and Experts get in touch through the internal messaging system of the Website.

If an Expert wishes to respond favorably to an Entrepreneur's request for a service, the Entrepreneur is notified on his/her User Account and through the email address provided during registration.

Each Expert service is delivered free of charge. No performance gives rise to remuneration of any kind or is a means of selling, after its completion, paid services.

The Expert and the Entrepreneur communicate using their respective User Accounts or the personal means of communication indicated during their registration (e.g. email, phone, *etc.*). Led By HER does not intervene in any discussions between the Registered Users, whether they communicate through the Website or by any other means of communication.

Led By HER also provides the Entrepreneurs with spaces for discussion and exchange on the Website allowing them, in an identified way, to publish messages and answers to these messages in order to help each other and to exchange about their Projects (the "**Forum**"). Led By HER does not intervene in any of these exchanges between Entrepreneurs on the Forum and can in no way be held responsible for the content of these messages. Messages posted on the Forum are kept and accessible for two years after their publication.

Reviews of Registered Users

Only Registered Users are allowed to post a review on the Website.

Any review relating to an Expert or an Entrepreneur must occur after the appointment fixed between an Expert and an Entrepreneur as part of a Project. Under no circumstances may a Registered User place a review on the Website about another Registered User if he/she has not been in contact with him/her in connection with the performance of a Project and if the appointment set up did not actually take place. The review issued must relate solely to the performance of the service and to the contact established before and after this service.

The publication of a review and the respect of the aforementioned conditions is the sole responsibility of the Entrepreneur or the Expert, author of the review. Under no circumstances Led by HER can be held responsible for the content of a review or publication of a review in the absence of the completion of the appointment.

Moderation of reviews and exchanges on the Forum

Led By HER has no obligation to moderate or delete reviews issued on the Website or messages published on the Forum. Led By HER moderates reviews issued on the Website and messages published on the Forum, as part of an obligation of means (*obligation de moyens*) and for the sole purpose of ensuring the compliance of these reviews and messages to the T&C in order to publish, reject or delete these reviews

and messages. In the event of a particular report, a moderation may be systematically carried out.

The Registered User may request the moderation of a review or a message posted on the Forum by the administrator through this [link](#) stating the reasons for his/her request for moderation.

The Registered User who has published a review or a message on the Forum may request the deletion of this review or message by contacting the administrator through this [link](#).

Rating of Experts and Entrepreneurs

Each Entrepreneur and Expert is invited, following the appointment with the other party, to complete a scoring questionnaire including a certain number of evaluated elements. Each evaluated element is rated by a star system (the notation being between 1 star, the minimum, and 5 stars, the maximum). The final score awarded for a rated performance (the "**Score**"), represents the arithmetic average of the number of stars awarded for each element evaluated and is represented by a number of stars between 1 star, the minimum, and 5 stars, the maximum.

The User is informed that the number of stars indicated next to each Registered User corresponds to the arithmetic average of these Scores.

Donations

Users have the opportunity to donate to Led By HER.

To make a donation, the User must go to the homepage of the Website and click on the link dedicated to donations.

In addition, the possibility of making a donation is offered to each Registered User at the end of the rating process via a specific link.

Donations will be made through the PayPal online payment system. Since this payment service is provided by PayPal, without the intervention of Led By HER, future donors should read the terms and conditions provided by PayPal.

Updating the Website

Led By HER delivers its best efforts to provide up-to-date information on the Website.

The information proposed may require an update which, for technical reasons, may not have occurred on the date of their consultation. Any update or new feature that modifies or improves the Website, will be subject to these T&C.

Led By HER reserves the right to modify and update the T&C at any time after having informed the Users. It is therefore advisable to refer regularly to the latest version of the T&C.

Responsibility

The Registered User is solely responsible for the content he/she edits, publishes, stores and discloses on the Website.

Consequently, Led By HER cannot be in any way responsible for any content edited, published, disclosed or targeted by the Registered User.

Led By HER cannot be held responsible:

- during the entire period of use of the Website and after such use, for direct or indirect damages, caused by the Experts and/or the Entrepreneurs. Led By HER disclaims all liability for non-performance or poor performance by the Experts of their service;
- for any false or inaccurate information published on the Website by a Registered User;
- for the quality of the service delivered by the Experts;
- for the reviews published by Registered Users;
- for the messages published by the Entrepreneurs on the Forum;
- for to the fraudulent use of a User Account by a third party as a result of the exploitation of the Access Data. Similarly, the Registered User is liable for all damages caused by the use of his/her User Account by a third party due to the loss or bad protection by the Registered User of his/her Access Data. The Registered User agrees to report to Led by HER, as soon as he/she knows about it by contacting the administrator thanks to this [link](#), any loss of his/her Access Data or fraudulent use (or attempt to use) of his/her User Account; and
- for the fraudulent use made by a Non-Registered User of the Website and its content.

Warranties

The User guarantees Led By HER that he/she has the legal capacity to act on the Website.

The User guarantees Led By HER, as well as all persons involved in the creation, production and distribution of the Website, against any request, liability, costs and expenses resulting from the violation by the User of these T&C.

All information and data disclosed by the User are under his/her sole responsibility. The latter undertakes to guarantee and indemnify Led By HER against all direct damages that may result. The Registered User guarantees in particular to Led by HER that he/she has all the necessary rights on the videos, images and more generally on any content he/she publishes on the Website.

The Registered User warrants that he/she is not subject to any legal action, that he/she is not subject to insolvency or personal bankruptcy.

Experts guarantee their perfect qualification in the area of expertise they offer.

Confidentiality and good faith

Registered Users undertake to exchange in good faith in the context of the *Mise en Relation* and to keep confidential any exchange, in any form whatsoever (by email, phone, etc.), and all the elements they are aware of in the realization of the Project. Led By HER will not, in any event, be held responsible for the violation by any of its Registered Users of their obligation of confidentiality and good faith with respect to other Registered Users with whom they have corresponded in the context of the *Mise en Relation*.

Access to the Website

Led By HER reserves the right to modify, suspend, restrict or interrupt access to all or part of the Website (including in particular access to the content or to the functionalities of the Website) to a User in case of non-compliance with the T&C by this User, without notice.

Without prejudice to the sanctions listed above, Led By HER will also be entitled to claim compensation for all the damages suffered.

Immaterial property

The Website and, in particular, all the visual elements, whether or not they are registered as trademarks or such, whether or not accompanied by TM, ®, or ©, as well as the presentation and content of all articles, press reviews, and more generally any information appearing on the Website is the exclusive property of Led By HER or third parties with which the latter has concluded agreements allowing their diffusion. The User does not have the right to reproduce them, distribute them or, more generally, the right to use them by any means whatsoever without the prior, express and written consent of Led By HER.

Any use of the data or information coming from the Website must necessarily mention Led By HER as a source of information and is imperatively subordinated to the prior obtaining of an express and written authorization of Led By HER.

The names and logos owned by Led By HER and, in particular, the names and logos associated with the Website are registered and protected trademarks. Any use of these names and/or logos requires the express prior written authorization of Led By HER.

Failure to obtain an authorization from Led By HER to exploit or use the aforementioned items, the User is liable to criminal prosecution.

Data protection

Led By HER collects personal data. For all relevant information on the collection of this data, please refer to our Privacy Policy, available [here](#).

Hypertext links

The Website may disclose links to other websites, including those of Experts or Entrepreneurs, and to social networks (surface links, deep links, *etc.*). Led By HER informs the User when he/she leaves the Website by opening a new tab.

The websites referred to by these hypertext links are, unless otherwise stated, independent of the Website. These links do not constitute, in any case, an approbation of or a partnership between Led By HER and these websites. Therefore, Led By HER cannot be held responsible for their content, their products, their advertising or any elements or services presented on these websites. Led By HER recommends to the User to control the terms & conditions and other policies of these websites.

The pages of the Website must not be nested within the pages of another website. In any case, Led By HER cannot be held responsible for the links that are made towards its Website.

Use of cookies

The Website uses cookies. For detailed information on these cookies and their use, please refer to our Cookies Policy, available [here](#).

Nullity

If one or more provisions of the T&C are held invalid or declared as such pursuant to a law, regulation or following a final decision of a competent jurisdiction, the other provisions will remain in force.

Jurisdiction and applicable law

The Website is for the use of people residing in France. Other countries may have different regulations and the information contained on the Website may not be appropriate outside of France.

The T&C are governed by French law and are subject to the exclusive jurisdiction of French courts.

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