Terms and Conditions

These Terms of Use (“Terms”) apply to your use of the TechFoundHer Collective (a platform created and managed by TechFoundHer Limited) and form a contract with us when you confirm that you accept these Terms or when you otherwise use the Services.

Our Privacy Policy explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

1. Who we are

TechFoundHer Collective is a platform to unlock the potential of women to start and lead tech companies for the benefit of our economy, society and world. We build tech competence. We advocate for entrepreneur equality and system change. We are data driven and ask questions and look for answers. We connect impact focused women tech founders in our network with peers, champions, supporters and allies. Email: info@TechFoundHer.com

2. Usage policy

We aim for the TechFoundHer Collective to be used safely and responsibly. By using our services, you agree to adhere to our policies. TechFoundHer is committed to responsible innovation and transparency in the use of technology. We continue to refine and improve our systems, and we welcome feedback to help ensure that our platform upholds the highest possible standards of integrity, safety, and usefulness. Nonetheless, no system is infallible, and we cannot anticipate all possible beneficial or malicious uses.

While we strive to provide accurate, useful, and accessible information, we do not accept responsibility for the harmful, unlawful, or abusive use of our platform or information shared thereon, users remain solely responsible for how they apply the information provided.

It is important to note that any information, guidance, commentary or materials shared on our platform by users, mentors, coaches, facilitators, external advisers, speakers or sponsors associated with TechFoundHer are provided solely for general educational and informational purposes. Such information does not constitute, and shall not be relied upon as, financial, legal, business, technical or professional advice of any kind. All users acknowledge that they remain solely responsible for their own business decisions and actions. TechFoundHer disclaims all liability arising from reliance on information shared on the platform or in the course of its events and/or programmes.

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Violation of these policies may result in enforcement measures, including restriction, suspension, or permanent termination of your account. Our policies shall evolve as we learn from ongoing developments and the needs of our users.

To maximize innovation and creativity, we believe you should have the flexibility to use our services as you see fit, so long as you comply with the law and don't harm yourself or others. When using the TechFoundHer collective these rules apply:

a) Comply with applicable laws
b) Don't use our service to harm yourself or others
c) Don't repurpose or distribute output from our services
d) Don't take unauthorized actions on behalf of users
e) Don't provide tailored legal, medical/health, or financial advice
f) Don't make automated decisions in domains that affect an individual's rights or well-being
g) Don't engage in advertising, political campaigning or lobbying
h) Don't misinform, misrepresent, or mislead others, including: generating or promoting disinformation, misinformation, or false online engagement (e.g., comments, reviews)
i) Don't impersonate another individual or organization without consent or legal right
j) Don't use content from third parties without the necessary permissions
k) Don't misrepresenting or misleading others about the purpose of your engagement

3. Registration and access

You must be at least 18 years old to consent to use the Services. You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account.

4. Your content

You are responsible for Content that you share on the platform, including ensuring that it does not violate any applicable law or these Terms. You maintain ownership of all posting, uploading, or otherwise making available any comments, reviews, messages, text, images, audio, video, or other content on or through the platform.

You represent and warrant that you have all rights, licences, and permissions needed to provide Input to our Services.

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By submitting, posting, uploading, or otherwise making available any comments, reviews, messages, text, images, audio, video, or other content on or through the platform, you agree to license to TechFoundHer the right, title, and interest in and to such Content. You warrant that:

a) You are the sole author and owner of the User Content, or otherwise have the right to assign the rights set out in this clause;

b) The User Content does not infringe the rights of any third party; and

c) The assignment and licences granted under this clause do not violate any applicable law or contractual obligation.

This clause shall survive termination or expiry of your account or these Terms for any reason.

We use human review to identify and address content that violates our Terms and policies. If we become aware of violations, we may remove or restrict content, limit your access to features, or suspend or terminate your account. If we terminate your account, we will make reasonable efforts to notify you in advance so you can export your Content or your data from the Services, unless it is not appropriate for us to do so, we reasonably believe that continued access to your account will cause damage to TechFoundHer or anyone else, or we are legally prohibited from doing so.

5. Our IP rights

The Platform and all related services, including all brand, software, functionality, design, user interfaces, text, graphics, logos, trademarks, service marks, and other content (together, the "Services"), are owned by TechFoundHer and are protected by intellectual property laws and treaties. Nothing in these Terms grants you any right, title, or interest in or to the Services, except for a limited, non-exclusive, non-transferable, and revocable licence to access and use the Services strictly in accordance with these Terms.

You must not use, reproduce, modify, distribute, display, or otherwise exploit the name, logo, trademarks, or branding of TechFoundHer or its affiliates without the prior written consent of TechFoundHer. All rights not expressly granted to you under these Terms are reserved by TechFoundHer.

6. Paid accounts

Our Services allow you to purchase a paid subscriptions plan to benefit from features and functionalities (the "Benefits"). The exact nature of the Benefits differs between Services and will be made clear to you before purchase. You can manage your paid

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subscription plan from your account settings. All charges, including subscription plan fees, will be made clear to you before purchase.

If you sign-up for a paid subscription or purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. If your payment cannot be completed, we may downgrade your account or suspend your access to our Services until payment is received.

You are entitled to cancel your purchase and request a refund without stating the reason during the 14 days following the date of your purchase (the "Cooling Off Period"). The refund will cover the relevant subscription fee prorated from the date you request cancellation to the end of the relevant subscription period you have paid for. To cancel and request a refund please contact info@TechFoundHer.com.

Following the Cooling Off Period, you can cancel your paid subscription plan at any time by updating your account settings. You will not be charged after you cancel your paid subscription. You will continue to have access to the Benefits until the end of the subscription period you have paid for, at which point your cancellation will become effective. Unless we specify otherwise, you will not receive a refund or service credit for any days between the day you cancel and the last day of the subscription period you have paid for.

We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days' notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase.

You can stop using our Services and end your relationship with the TechFoundHer Collective at any time by simply closing your account and stopping your use of the Services.

If you believe we have suspended or terminated your account in error, you can file an appeal with us by contacting info@TechFoundHer.com

We commit to provide the Services to you with reasonable skill and care and to act with professional diligence. We do not promise to offer the Services forever or in their current form for any particular period of time.

Provided that we have acted with professional diligence, we do not take responsibility for loss or damage caused by us, unless it is:

a) caused by our breach of these Terms or

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b) reasonably foreseeable at the time of entering into these Terms.

We do not take responsibility for loss or damage caused by events beyond our reasonable control. We do not exclude or limit our liability to you in any way where it would be unlawful for us to do so. You still have the full protections of the laws applicable to you. You have certain statutory rights that cannot be limited or excluded by a contract like these Terms or that you are legally entitled to, for example, by virtue of being a consumer. These Terms are in no way intended to affect or restrict those rights.

If we have a dispute, we would first like to understand and try to address your concerns before any formal legal action. To share your concerns you can contact us through info@TechFoundHer.com

If you reside in the EEA, you can also raise the dispute with an alternative dispute resolution body via the European Commission's Online Dispute Resolution (ODR) Platform, which you can access at https://ec.europa.eu/consumers/odr (opens in a new window).

7. Copyright complaints

If you believe that your intellectual property rights have been infringed, please send notice to info@TechFoundHer.com. We may delete or disable content alleged to be infringing and may terminate accounts of repeat infringers. Written claims concerning copyright infringement must include the following information:

a) A physical or electronic signature of the person authorised to act on behalf of the owner of the copyright interest;
b) A description of the copyrighted work that you claim has been infringed upon;
c) A description of where the allegedly infringing material is located on our site so we can find it;
d) Your address, telephone number, and e-mail address;
e) A statement by you that you have a good-faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and
f) A statement by you, that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorised to act on the copyright owner's behalf.

8. General Terms

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You may not assign or transfer any rights or obligations under these Terms. We may assign or transfer our rights or obligations under these Terms to any affiliate or subsidiary or any successor in interest of any business associated with our Services. If we do, any rights you have as a consumer will not be affected. If you are not satisfied, you have the right to terminate your relationship with the TechFoundHer Collective and stop using our Services at any time.

We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services. We will give you at least 30 days advance notice of changes that materially adversely impact you and the date that they will come into force either via email or an in-product notification. Any changes will only apply to our relationship going forward. If you do not agree to the changes, you must stop using our Services.

The law of the Republic of Ireland will govern these Terms.

If you use our Services for commercial or business use, the following terms apply. In the event of a conflict between these terms and the rest of these Terms, the relevant terms in the Commercial contract between you and TechFoundHer shall take precedence.

9. Dispute Resolution and Mandatory Arbitration

In the event of any dispute, controversy, or claim arising out of or in connection with your use of the TechFoundHer Collective platform, these Terms of Use, or any matter related thereto—including, without limitation, any question regarding their existence, validity, interpretation, breach, or termination—you and TechFoundHer agree that such dispute shall be referred to and finally resolved by binding arbitration.

The arbitration shall be conducted in accordance with the Arbitration Act 2010 of Ireland, which incorporates the UNCITRAL Model Law on International Commercial Arbitration into Irish law. The seat and place of arbitration shall be Dublin, Ireland. The arbitration shall be conducted in the English language. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In the absence of such agreement within fourteen (14) days of a written request by either party, the arbitrator shall be appointed by a third party agreed by the parties upon application by either party.

You and TechFoundHer agree that any arbitration shall be conducted solely on an individual basis. You and TechFoundHer expressly waive any right to bring or participate in any class, collective, or representative action, whether in arbitration or otherwise.

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TechFoundHer reserves the right to modify its policies and terms as may be reasonably necessary to address evolving circumstances, including patterns of misuse or abuse. Your continued use of the platform following any such modification shall constitute your acceptance of the revised terms.

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