



Terms and Conditions of Use
DIVERSHEFY
Last updated November 1st 2021

We, Divershefy (“Divershefy”, “Divershefy Club”, “we”, “us”, or “our”), are engaged in providing services of connecting women who are in Boardrooms and C-Suites with those who want to get there and with Board members, Investors and Corporate leaders for the purpose of bringing more women into Boardrooms and C-Suites (“Services”).

Divershefy Club is an initiative of Divershefy Inc. with its business address at 5309 Fayette St., Houston, TX 77056 USA. Phone No: +1 (346) 399 6951, Email: info@divershefy.com
Divershefy respects the privacy of Users and has accordingly formulated a [Privacy Policy](#) (“Policy”), in compliance with the applicable laws.

Visitors wanting to register for events or sign up to become a member of Divershefy Club may register on this site. Please read the [Privacy Policy](#) which is incorporated herein by reference. By registering with Divershefy Club, you (“User” or “You”) agree to the associated [Privacy Policy](#). In the event a User does not agree to any or all of the provisions such User is requested to not register for events or sign up with Divershefy Club.

REGISTRATION ON SITE

Users are required to provide limited data for events registration, and for membership sign up to create an authenticated account (“Account”) by providing all required information in order to access or use the Services (“Registration Process”). In order to obtain membership with Divershefy Club, User shall identify an email and password and provide certain personally identifiable information including without limitation, name, entity name, contact details etc.

Users shall: a) provide true, accurate, current and complete information as prompted by the Registration Process; and b) maintain and promptly update the information provided during the

Registration Process to keep it true, accurate, current, and complete at all times. In the event the

Users provide any information that is untrue, inaccurate, outdated, or incomplete, or if Divershefy has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Divershefy may terminate such User’s Account and refuse current or future use of any or all of the Services.

Membership TERMS AND CONDITIONS

To avail the Services of Divershefy Club other than registration for public events and corresponding access to attend such events, User has to be registered and become a Member.



Membership to Divershefy Club is open to individuals who are engaged in business; companies, corporations and other organizations which are engaged in commerce, industry, trade and ancillary services; professionals who are part of companies, firms, corporations or any other organization which is engaged in business.

In view of the fact that the majority of the members are located throughout the globe, membership is open to all the individuals, companies, firms or any other organization regardless of their location who wish to build mutually beneficial business connections.

The following terms and conditions (“Terms” or “Terms of Use”) govern the terms of membership with Divershefy Club, and the use and access of its website available at www.divershefy.club (“Website”). In the event a User does not agree to any or all of the provisions of these Terms, without modification, such User is requested to not use and access and register with Divershefy Club. Users are expected to review the Terms periodically to ensure that they are aware of all changes or amendments made hereto. User’s continued access or use of Divershefy Club following any alteration to the Terms constitutes the User’s acceptance of those alterations or modifications of the same.

CONTACT US: If you have any questions concerning Divershefy, these Terms, the Services, or anything stated hereinafter, our support team can be reached at the following email address: info@divershefy.com

A. ELIGIBILITY

You are eligible to be a Member with Divershefy Club, if and only if, you comply with the following conditions:

- You have completed the age of 18 years;
- You are not barred from entering into a contract by any applicable law currently in force;
- You have had at least 3 years senior leadership experience. Exceptions to this requirement can be granted by the Membership committee.

In case you are not an individual but wish to be a member as a legal entity, then you should comply with the following conditions:

- You are fully authorized to represent your legal entity to receive the Services;
- The legal entity you are representing is duly organized and validly existing under the applicable laws.

A company, with membership to Divershefy Club, having a subsidiary company will not be treated as same member. The parent company is treated differently from its subsidiary companies. Every company needs to apply for their own membership. Exception applies to companies choosing the Corporate Membership level “Global”.

Membership of the Club is at the sole discretion of the Club and it reserves the right to refuse Membership. All decisions pertaining to membership shall be with the membership committee constituted by Divershefy. New founding members may be invited only by the



decision of such membership committee or by a Co-Founder of Divershefy. Divershefy holds the right not to give membership to any individual, company, corporation or any other firm it deems to be part of or is involved in or works for any MLM/Pyramid scheme.

B. FEES –SUBSCRIPTION, EVENTS etc.

Users wishing to be members of Divershefy Club are liable to pay a fee in advance. All fees payable to Divershefy will normally be charged in US Dollars, and may be modified at the discretion of Divershefy from time to time. Payment of the applicable subscription fee shall be made through a payment gateway as may be associated with Divershefy.

All charges/fees quoted to the Member or guest for the provision of the Service and Events are exclusive of applicable taxes.

The payments will also be subject to additional terms and conditions imposed by the applicable third-party payment gateway service provider and the Users are advised to review these terms and conditions before using such method of payment. Divershefy will, under no circumstance, and in no manner be responsible for the services provided by such third-party payment gateway, including but not limited to transfer of money by such third- party payment gateway or any amount debited from your bank account in pursuance of such payment, or for any failure of payment transaction, or any refund from the third-party payment gateway and its operator.

C. SERVICES & EVENTS

The services provided by the Club are available on the Website open to members. The Club may at any time without notifying the Member make any changes to it's Services which are necessary to comply with any statutory requirements and/or which do not materially affect the nature or quality of the Service.

Divershefy organizes events from time to time. There could be events for which people need to pay a certain fee. Any member or non-member who is willing to take part in such events may need to pay the fee in advance or the member or non-member will be removed from such events. Divershefy will not grant any refund for missing an event.

D. CONFIDENTIALITY

Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by below.

Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's confidential information comply with this clause; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.



E. RESTRICTIONS ON USE

Users shall not use the Services provided by Divershefy:

- a. for any unlawful purpose or in violation of any applicable laws; or
- b. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others, or violate the privacy or other personal rights of others; or
- c. post any content that is defamatory, libelous, obscene, threatening, abusive or is offensive to other Users, such as content or messages that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or
- d. post any content that is false or misleading; or that harasses or advocates harassment of another person.

Users are also prohibited from violating or attempting to violate the security of Divershefy, including, without limitation the following activities:

- a. accessing data not intended for such User or looping into a server or account which the User is not authorized to access;
- b. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- c. attempting to interfere with Services to any User, host or network, including without limitation, submitting a virus to Divershefy, overloading, "flooding", "spamming", "mail bombing", "hacking" or "crashing";
- d. transmitting any viruses, worms, defects, Trojan horses or other items of a destructive nature;
- e. removing any copyright, trademark or other proprietary notices from any portion of Divershefy;
- f. reproducing, modifying, preparing derivative works based upon, distributing, licensing, leasing, selling, reselling, transferring, publicly displaying, publicly performing, transmitting, streaming, broadcasting or otherwise exploiting Divershefy except as expressly permitted by it;
- g. submitting any User content unless you are the owner of the rights in such User content or have the permission from the rightful owner to share the material and to grant Divershefy all of the license rights granted therein;
- h. decompiling, reverse engineering or disassembling the Website except as may be permitted by applicable law;
- i. linking to, mirroring or framing any portion of the Services;
- j. reformatting any portion of the pages that are part of Divershefy;
- k. infringing any intellectual property or other proprietary rights of any third party;
- l. copying or using the information, content or data of others available on Divershefy (except as expressly authorized); and
- m. overriding any security feature of the Website.

Further, violations of system or network security may result in civil or criminal liability.

F. CHANGES TO CONTENT

Divershefy can change User's content whenever needed from time to time. Divershefy has the authority and power to remove any content or account which Divershefy feels is unlawful,



offensive, threatening, libellous, defamatory, pornographic, obscene or infringes intellectual property.

G. TERMINATION

User understands and agrees that Divershefy may review any content or information or Account of the User on Divershefy, and in case Divershefy finds, at its sole discretion, that the User has violated any of these Terms, Divershefy reserves the right to take actions to prevent/control such violation, including without limitation, terminating the registration of such violators and/or blocking their use of the Services.

Divershefy holds the right to terminate any User (including founding members) if it feels:

- a. The User is misusing the platform.
- b. The User is part of a MLM/Pyramid scheme.
- c. The User has misbehaved towards other members or Divershefy.
- d. If the User's activity brings Divershefy or its reputation any damage.
- e. If the User breaches the terms and conditions of Divershefy.
- f. If the User provided inaccurate information.
- g. The User has not fulfilled their responsibilities as required.

H. REFUNDS

Users are given refund (net of fees) for the trial period, which is of one month. Beyond the trial period, a User is not granted any refund. Users shall not be eligible for any refund if membership has been terminated by Divershefy in accordance with Section 4 above.

I. FEEDBACK & SUGGESTIONS

Divershefy always welcomes feedback and suggestions about the mission, vision and other elements with respect to how to improve the Website. Unsolicited ideas on being implemented on the Website will become the property of Divershefy.

J. DIVERSHEFY LOGO AND INTELLECTUAL PROPERTY

Divershefy, its technology and all the information, images, logos, trade names, domain names, service marks and other materials on it, including the look and feel of the mobile application (collectively "Website Content"), are the exclusive intellectual property of Divershefy. Any unauthorized reproduction, republication, distribution, display, transmission, sale, or any other use and/or duplication of any material available on Website Content, without express and written approval of Divershefy shall be a violation of the relevant intellectual property laws.

K. CHANGES TO THESE TERMS

Divershefy reserves the right to add to or alter these Terms from time to time, and each such modification shall be effective upon posting on the Website. We may inform you of such additions/alterations through e-mails, messages to your account, notices posted on the Website, or through other means available. These additions/alterations will become effective from the date they are posted on the Website.



Continued access to and use of the Website and materials following any such modification constitutes your acceptance to be bound by these Terms as so modified. It is therefore important that you review these Terms regularly. If you do not agree to be bound by these Terms and to abide by all applicable laws, you must discontinue access and use of the Website and materials.

L. NOTICES

Any notice to the Club is to be sent by Email to info@divershefy.com or in writing to 5309 Fayette St., Houston TX 77056 USA. Notices to the Member will be sent to the email or physical address on the Registration database, unless the Club is otherwise informed in writing. The provisions of this clause shall not apply to the service of any proceedings or documents in any legal action.

M. FORCE MAJEURE

Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

N. DISCLAIMER

- a. Divershefy makes no express or implied claims that the User will make money as a result of following their advice or availing Services.
- b. Divershefy Club is not engaged in rendering licensed professional services such as legal and accounting services.
- c. User agrees that Divershefy is not responsible for success or failure that the User's business may experience as a result of information presented on our Website.
- d. User is responsible for their own security (username and password).
- e. User is responsible for the contents posted and activity under their account.
- f. User cannot use the Service for any illegal or unauthorized purpose.
- g. User login may be used by one person — a single login shared by multiple persons is not permitted.

O. THIRD PARTY LINK

Divershefy may include links to other websites or applications that are not owned or operated by it. Divershefy does not have any control over these third- party websites or applications (the "ThirdParty Links") and is not responsible for any information, functionality, or content accessed through the Third-Party Links. Furthermore, Third Party Links do not represent or imply any endorsement or recommendation of such third party's websites or applications by or on behalf of Divershefy. The Users are responsible for taking the necessary precautions to protect themselves and their mobile devices, computer and other devices from viruses, bugs, and other harmful or destructive content that may be accessible through such Third-Party Links. Divershefy disclaims any responsibility for any harm resulting from a User's access or use of these Third- Party Links.



P. NO WARRANTIES & LIABILITY

Divershefy, the information and materials, and any software made available on Divershefy, are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for any particular purpose. There is no warranty of any kind, express or implied, regarding third party content. There is no warranty on behalf of Divershefy that the Website will be free of any computer viruses.

In no event shall Divershefy be liable to any entity for any direct, indirect, special, consequential or other damages (including, without limitation, any lost profits, business interruption, loss of information or programs or other data on your information handling system) that are related to the use of, or the inability to use, the content, materials, and functions of the Website or any linked Third Party Sites, even if Divershefy is expressly advised of the possibility of such damages. In respect of an event cancelled by the Club for any reason whatsoever, liability shall be limited to refunding the Event Fee.

Q. INDEMNIFICATION

User agrees to indemnify and hold harmless Divershefy, its employees, officers, directors and affiliates against any and all liability (including losses, damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) relating to User's access and use of this Website in any manner, including without limitation of the foregoing, any action the User takes which is in violation of the terms and conditions of these Terms and against any applicable law.

R. GOVERNING LAW & JURISDICTION

These Terms shall be governed by and interpreted and construed in accordance with the laws of the State of Texas, US. You will resolve any claim, cause of action or dispute or claim arising out of or relating to these Terms exclusively in the courts of law in Texas, USA.

S. WAIVER

No failure or delay by either party in exercising any of its rights under these Terms and Conditions shall be deemed to be a waiver of that right, and no waiver by either party of any breach of these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

T. SEVERABILITY

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions.



U. ENTIRE AGREEMENT

These Terms and Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Terms and Conditions.

V. INTERPRETATION

Definitions:

“Club” means DIVERSHEFY Club with correspondence address of 5309 Fayette St., Houston TX

77056, USA. Phone No +1 (346) 399 6951, Email info@divershefy.com

“Events” means all events that the Club organizes periodically

“Event Fee” means the fee charged to Members, guests of Members that are attending with a Member and non-members.

“Member” means the person or company who has registered on Divershefy Website, meets the eligibility criteria and has been offered membership by the Membership Committee

“Membership Committee” means the governing body of Divershefy

“Subscription Fee” means the payment made by the Member to the Club to avail the services of the Club for the defined term.

“User” is any visitor to the Website who has provided personal details for registration on the site and includes Member.