

NON – DISCLOSURE AGREEMENT

AccelerateHER is a support group created to offer a support system for women who are entrepreneurs and small business owners. The objective of the group is to work together making the load lighter, to share valuable experiences and to motivate one another.

Every woman who joins this group by way of social media or any other way becomes a member of the group. All members will evidently, at some point in time, be exposed to information with regards to other entrepreneurs, small businesses or its members.

Information shall, for the purpose of this agreement include, without limitation, any technical, commercial or scientific information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, terms of agreements, details of operational strategies or structure of any member, products or services offered by any member or any other matter that relates to the business of any member of this group in respect of which information is not readily available in the normal course of business which may come to the knowledge of any member on this group. Such information will be regarded as confidential information and intellectual property which is not to be shared with any other party who is not a member of this group.

NON-DISCLOSURE

Every member to this group automatically, upon sign-up, becomes a party to this agreement and agrees that:

1. There will be no disclosure or use of confidential information, without permission. The confidential information is a valuable asset that belongs to the disclosing party.
2. Confidential information may not be disclosed to any third party. Information may only be disclosed to employees and/or agents; or if required by law, and such employees and/or agents bind themselves to this agreement.
3. If it is legally required for either party to disclose confidential information, the other party must be informed of this in writing. The Party required to make disclosure will only do so to the extent that it is compulsory.

4. When this agreement comes to an end or written demand has been sent, confidential information must be returned to the other party, within 5 (five) business days of the expiry date or the date that the demand was received. Confidential information held in electronic format must be destroyed or deleted to protect its confidentiality.
5. No member may directly or indirectly make an offer of employment to, or request an interest from an employee or agent of any other member, for as long as the parties are members of this group and for at least 1 (one) year after its termination.
6. The Courts of the Republic of South Africa have jurisdiction over any dispute resulting from this agreement.
7. Should any member of this group expressly breach the terms of this agreement, the other member harmed by the breach may enforce its rights, towards the member in breach only, by means of any available legal remedy (including but not limited to interdict, mandatory order of court or civil claim).
8. Should any term or condition of this contract be declared invalid or unenforceable, the term or condition will be deleted, and will not have an effect on the validity of the remaining provisions.

Protection of Personal Information

The group as well as each member shall fully comply with the statutory obligations contained in POPI, with which the member warrants that she is fully conversant with as at date when becoming a member, when Processing Personal Information obtained by this group.

Indemnity

Each member hereby indemnifies and holds the AccelerateHER group harmless from any liability whatsoever arising from any member's failure to comply with the warranties contained in this Agreement and its statutory obligations contained in POPI.

Events and Website

On occasion AccelerateHER will from time-to-time and occasionally arrange social events, workshops and any other form of meeting or get together it deems necessary or beneficial for the purpose of the group. During the aforementioned events, workshops, meetings or get together, photographs of attendees will be taken. Each member or attendee expressly give consent that any photograph taken, may be used by the group administrator as deemed fit for the purpose of the group. Any objection to a photograph being taken or used by AccelerateHER must expressly and in writing be conveyed to the group administrator.

The content and images used on this website are the property of and copyright owned by AccelerateHer, unless expressly stated otherwise. No images or content may be copied, duplicated or otherwise taken from the website without express written permission from the group administrator and/or the work creator.

AccelerateHER retains the right to use the photographs or images in any manner, at any time and in any part of the world for self-promotional purposes – including but not limited to advertising, publication, publicity, display, web content or anything else promoting the purpose of the group. The attendees and members hereby releases AccelerateHER, its administrators, members and its legal representatives and assigns from all claims and liability in relation to said photographs.

Disclaimer

This agreement has been designed with the members and protection of the members rights in mind. Although we have taken every care to ensure that this document is accurate and up to date with the law, it is important to remember that our law is constantly evolving and changing. We therefore cannot guarantee that the information is without any errors or omissions. This group and its members will under no circumstances accept liability for the consequences resulting from this agreement or membership of this group. We believe that it's important to always discuss legal matters with an attorney before making a decision or signing a document.