

MENU MODELLING TOOL(MMT)

TERMS OF USE

1. Introduction

- 1.1 This is a legally binding agreement between you (either an individual or a single entity), referred to herein as "YOU", and the MMT OWNERS, referred to herein as "MMT".
- 1.2 Important - please read these terms and conditions carefully. By visiting our mmt, opening, signing up, logging in and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this document (hereafter referred to as 'User Agreement'), along with the terms and conditions as stated in our Privacy Policy

2 Registration & Acceptance of these Terms & Conditions

- 2.1 In order to use the mmt, you have to register on our mmt and accept these terms and conditions that will apply whenever you access and use the mmt. By signing up to the mmt, you acknowledge that you have read and understood these Terms & Conditions and agree to be bound by them.
- 2.2 In addition to these Terms & Conditions, there may also be terms and conditions that apply for the use of this mmt or extraction of any information online. Before you continue browsing or using this website, please read through these Terms & Conditions first, as your continued use of this mmt will mean acceptance of any such terms.

3 Mmt functionality

- 3.1 You can use the MMT to:
 - i. Create meals
 - ii. request to receive your statements electronically via email.
 - vii. View any information as may be availed by MMT on the mmt
- 3.2 We may add to or remove functions at our discretion from time to time without notice to you. In such event, you will have no claim whatsoever against us or our service providers related to such change.
- 3.3 You cannot use the MMT to change your personal details (other than details mentioned in clause 3.2 above), to request for any other purpose not stated herein or on in the MMT itself please call our call centre.

4 Software updates

- 4.1 The MMT is configured to automatically check for updates. By using the MMT, you consent to receive updates, modifications, and/or patches that address issues such as security, interoperability, and performance. Your use of the updates shall be

governed by these Terms & Conditions unless you are asked to agree to new Terms & Conditions at the time of signing in.

5 Username & Password

- 5.1 Upon registration, you will be required to select a username and password. You agree to keep this information safe and to not disclose it to any third party. You further agree that neither we nor our service providers can be held liable for any damages or loss sustained by you as a result such information becoming known to third parties, whether through your actions or through fraud, malware or phishing.
- 5.2 We reserve the right to suspend any account that we believe may have been compromised accordingly.
- 5.3 You must notify us immediately if you believe that your account has been accessed without your permission.

6 Law & arbitration

- 6.1 These Terms & Conditions are governed by the laws of the Republic of Zimbabwe, irrespective of whether you are Zimbabwean or are accessing the mmt outside of the Republic of Zimbabwe. You consent and agree that all legal proceedings relating to the subject matter of these Terms & Conditions shall be maintained in courts sitting within the Zimbabwe.
- 6.2 Any dispute arising in relation to our agreement with you shall, to the extent permitted by law, be referred to arbitration in Harare at a venue to be determined by us applying the rules of the Arbitration Foundation of Zimbabwe.

7 Restrictions

- 7.1 You may not:
- i. modify or create any derivative works of the mmt or documentation, including customization, any modifications or enhancements, translation, or localization without MMT express written consent.
 - ii. reverse engineer, decompile, disassemble, make, or otherwise attempt to derive the source code of the Software, or the underlying ideas or algorithms of the Software.
 - iii. attempt to gain unauthorized access to documents, MMT servers or any other service, account, computer system or network associated with the Software or with MMT, its affiliates, agents, partners, and customers.
 - iv. remove or alter any trademark, logo, copyright or other proprietary notices or symbols in the Software.
 - v. block, disable, or otherwise affect any advertising, banner window, tab, link to websites and services, or other features that are part of the Software.
 - vi. incorporate, integrate, or otherwise include the Software or any portion thereof into any software, program, or product.

- vii. digitally transmit or make available the Software or its content through local networks, intranets, extranets, FTP, online discussion boards, forums, list-serve, peer-to-peer networks or technologies, newsgroups, bulletin boards, or any other mode of shared communication system, or place the Software onto a server so that it is accessible via a public network such as the Internet;
- viii. use the Software in any way that violates this EULA or any law; or (x) authorize or assist any third party to do any of the things described in this section.
- ix. use robots or any automatic ways to download all the documents.

8 Limitation of liability

8.1 Except as required by law, MMT and its employees, directors, licensors, contributors and agents will not be liable for any direct, indirect, special, incidental, consequential or exemplary damages arising out of or in any way relating to these Terms & Conditions or the use of or inability to use the software, including without limitation damages for loss of goodwill, work stoppage, lost profits, loss of data, and computer failure or malfunction, even if advised of the possibility of such damages and regardless of the theory (contract, tort or otherwise) upon which such claim is based.

9 Privacy

9.1 It is illegal and strictly prohibited to distribute, publish, offer for sale, license or sublicense, give or disclose to any other party, this software or the documents in hard copy, digital form or any other medium whether existing or not yet existing, except as specifically permitted below.

9.2 Software improvement program.

By participating in the MMT Software Improvement Program, you allow MMT to collect anonymous information relating to your use of the Software, such as the frequency of your use of the Software and of certain features, and information on errors occurring during your use of the Software. This anonymous usage data will be used to diagnose performance issues and improve the reliability of the Software and its features. This data will not be tied to any information that would personally identify you.

9.3 Personal information.

During the installation process, or at some time thereafter, you may be asked to provide certain information that will be used to personalize certain Documents, send you MMT information via email or mail, and customize some information presented to you through the Software. For example, you may be asked for your state/province/country, which could be used by the Software to provide you with locally relevant Documents and/or related products. All personal and billing information is transmitted using the secure SSL protocol. Both personal and nonpersonal information collected by the Software is safeguarded according to the

highest privacy and data protection standards adopted worldwide, and will not be shared or given without your consent as described in our Privacy Policy

10 Amendment of these Terms & Conditions

10.1 We may, from time to time, update or change these Terms & Conditions. We recommend that you read these Terms & Conditions every time you access and use our mmt. Amended Terms & Conditions will bear a different version number on the footer of each page of these Terms & Conditions and will supersede and replace any previous Terms & Conditions.

11 Disclaimer of warranty.

11.1 You accept the software "as is" and with all faults (if any). MMT disclaims all warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. MMT makes no warranty or representations whatsoever regarding the content of the documents and your use of the documents, or the suitability of the documents to meet your specific needs. The documents are detailed, but generic in form. There may be laws applicable in your state/province/country that need to be addressed in any final document. You are strongly urged to obtain competent legal counsel to review the documents you create using the software and to advise you on any transaction in which you intend to engage.

11.2 MMT makes no warranties with respect to the Documents as described above and as such, there should be no reason for you to bring any grievance against MMT. However, if you do bring any action, claim, suit, threat or demand against MMT, and you do not substantially prevail, you shall pay MMT entire attorney fees and costs attached to such action. In the same token, if MMT is forced to take legal action to enforce these Terms & Conditions or any of its rights described herein or under any state or federal law, you will pay MMT's attorney fees and costs.

12 Termination

12.1 MMT shall have the sole and exclusive right to immediately terminate this Agreement and suspend your right to use the mmt should you fail to perform any obligation required under this Agreement engage in activity that MMT deems harmful to its well-being or if you become bankrupt or insolvent. These Terms & Conditions takes effect upon your registration on the mmt and remains effective until terminated.

13 Miscellaneous

13.1 Without detracting from the provisions of your account terms and conditions, if applicable, these Terms & Conditions (as read with any website terms

or other applicable terms) constitute the sole record of the agreement between you and us in relation to your use of this website.

13.2 No indulgence or extension of time which we may grant to you will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights, save in the event or to the extent that we have signed a written document expressly waiving or limiting such rights.

13.3 We will be entitled to cede, assign, delegate, or sub-contract all or any of its rights and obligations in terms of these Terms & Conditions without notice to you.

13.4 All provisions of these Terms & Conditions are, notwithstanding the way they have been grouped together or linked grammatically, severable from each other. Any provision of these Terms & Conditions which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, only to the extent that it is so unenforceable, be treated as not having been written and the remaining provisions of these Terms & Conditions shall remain in full force and effect.

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