

ZIMMODELS TERMS OF USE

SECTION A

Welcome to Zimmodels!

Zimmodels is there to provide you with entertainment, information, education, and communication through our featured content and interactive functionality available via the Internet.

Please read the Terms of Use carefully. The Terms of Use includes:

- Our policy for acceptable use of the Zimmodels Services and Content,
- Your rights, obligations and restrictions regarding your use of the Zimmodels.
- A limited, revocable, non-exclusive license to access the Zimmodels Services for your own personal use, subject to the Terms of Use.

Use of these Services beyond the scope of authorized access granted to you by Zimmodels terminates this permission.

By registering on Zimmodels, or by using the website, you accept, without constraints or qualification that you are entering into a legally binding agreement with Zimmodels, Inc. You are only authorized to use the Zimmodels Services if you agree to abide by these Terms of Use and all applicable laws in the use of the Site and the Zimmodels Services. If you do NOT accept the Terms of Use, Privacy Policy and the Rules, then you must immediately discontinue your use of the Site and the Zimmodels Services.

We may modify these Terms of Use from time to time and each modification will be in effect once it has been posted on the website, which serves as notice to you. You should review the Terms of Use, Privacy Policy and Rules regularly. Continued use of the Site and/or Zimmodels Services after such posts therefore represents your acceptance of the changes.

Please note that special rules may apply to some Zimmodels Services offered on our website, such as rules for particular promotions, applications, downloads or other features or activities and, by using those Zimmodels Services, you agree to those additional terms. Any such terms are in addition to these Terms of Use and are hereby incorporated into these Terms of Use by this reference. In the event of any conflict or inconsistency between these Terms of Use, or Privacy Policy, and any rules, restrictions, limitations, terms and or conditions that may be posted at various points on the website or otherwise communicated to you, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically surrender any right to challenge or dispute such decisions.

DEFINITIONS

Professionals: Agents/agencies, photographers, makeup artists, Fashion designers, other industry professionals that are registered users on Zimmodels.co.zw and that which are using the Booking System; and spectators visiting or using Zimmodel.co.zw;

Models: Models of legal age (18 years-old and older) that are subscribed to Zimmodels.co.zw and that use the Booking System or Models visiting or using Zimmodels.co.zw.

GTCs: General Terms and Conditions for the use of Zimmodels.co.zw by Models.

GTCs Booking System: General Terms and Conditions accepted by Models and Professionals for the use of the Booking System.

Booking System: Feature on Zimmodels.co.zw through which registered Professionals are able to book a Model of legal age (16 years old or over) for a certain job.

Website: Zimmodels.co.zw.

Total Price: Total amount that Professionals must pay by Paynow, PayPal or credit card on Zimmodels.co.zw for booking a Model through the Booking System.

Agreed Date: End date of the job requested by the Professional to the Model through the Booking System and that has been agreed between the two parties.

Start Date: Start date of the job requested by the Professional to the Model through the Booking System and that has been agreed between the two parties.

Agreed Fee: Fee agreed between the Professional and the Model for the job requested by the Professional to the Model through the Booking System.

SECTION B

1. Use of Zimmodels.co.zw

- 1.1 Zimmodels.co.zw offers Models a platform for presenting their profiles & portfolio and for arranging business contacts, particularly with agents/agencies and photographers.
- 1.2 Certain limited features of Zimmodels.co.zw are offered for free, while the use of the full range of services requires the subscription to our Premium Services. Details about the applicable subscription fees for the use of Zimmodels.co.zw by Models are stated under Fees. Payments can be made using the various payment methods, or the available online payment systems. The Model may start using the Premium Services if and when Zimmodels.co.zw has received the applicable subscription fee.
- 1.3 The Model acknowledges and agrees that it is technically impossible to achieve 100% availability of Zimmodels.co.zw. Zimmodels.co.zw shall nonetheless endeavour to keep Zimmodels.co.zw available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond Zimmodels.co.zw's control (e.g. disruptions in public communication networks, power failures etc.), may result in brief malfunctions or temporary interruptions of the services provided on Zimmodels.co.zw.
- 1.4 Zimmodels.co.zw provides Models with a platform on which to establish contact with other persons or entities, in particular model agencies. The users alone are responsible for the execution and/or fulfilment of agreements in which they enter with one another. Zimmodels.co.zw shall not be held liable if users are unable to contact one another after

Zimmodels.co.zw has regarded such agreements. Furthermore, Zimmodels.co.zw shall not be liable for breaches of agreements entered into between users.

2 Registration on Zimmodels.co.zw

- 2.1 Models must register prior to using the services of Zimmodels.co.zw.
- 2.2 The Model shall only provide correct and complete data for registration. The registration data include an alias (online) name to be chosen by the Model for public display with the Model's profile. The Model shall report any changes in the registration data to Zimmodels.co.zw without undue delay.
- 2.3 The Model warrants and represents that he or she is of legal age of 16 years at the time of registration, failing which the subscription to Zimmodels.co.zw is subject to requisite parent/guardian consent. In any event, persons under the age of 16 years are not permitted to use Zimmodels.co.zw, if they wish to use the system their guardian will register for them and use the system on their behalf.
- 2.4 The Model shall choose a password upon registration, which is needed in order to access his/her account on Zimmodels.co.zw. The Model is obliged to keep this password secret. Zimmodels.co.zw shall not disclose the password to any third party and Zimmodels.co.zw's employees shall not ask for the Model's password at any time. The Model shall notify Zimmodels.co.zw immediately of any unauthorized use of his/her password or account.
- 2.5 It is agreed that once the Model completes profile information such as gender, ethnicity, age etc, these will be shown publicly.

3 Obligations of the Model

- 3.1 The Model is obliged to provide only true and non-misleading statements in his/her profile and in communications with other users.
- 3.2 The Model shall post on Zimmodels.co.zw only photographs content and other materials that are in compliance with the guidelines for photographs published by Zimmodels.co.zw under "guidelines". The Model warrants and represents that the public display of such Content is not prohibited. The Model agrees that Trusted Photographers may directly upload photos and videos of the Model that they photograph.
- 3.3 The Content posted by the Model shall comply with all applicable legislation, and respect all third-party rights. In particular, the Model shall not:
 - 3.3.1 Post any pornographic, insulting or defamatory Contents, Poor quality pictures or any Contents that violate any applicable legislation for the protection of minors;
 - 3.3.2 Advertise or promote, offer or distribute any products or services which do not comply with any applicable legislation for the protection of minors;
 - 3.3.3 Use without authorization any Contents protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws).

- 3.4 The Model shall not distribute or publicly disclose the contents of Zimmodels.co.zw, or perform any actions which may prejudice the operability of Zimmodels.co.zw infrastructure, particularly actions which may overload the said infrastructure.
- 3.5 The Model agrees that Zimmodels.co.zw may use his/her name and a customer reference, e.g. in publications about success stories, and may publicly disclose and advertise the fact that the Model is using Zimmodels.co.zw.

4. Changes to the Services on Zimmodel.co.zw

Zimmodels.co.zw reserves the right to modify the services offered on Zimmodels.co.zw and/or to offer services different from those offered at the time of the registration of the Model at any time, unless this is unreasonable for the Model.

5. Termination of Subscription

- 5.1 The Model may terminate his/her subscription to Zimmodels.co.zw at any time without cause. The Model may deliver notice of termination using the contact form available on Zimmodels.co.zw or by pressing the “Request your account to be deleted” button, if available, at any time. The termination notice shall include the Model’s registered name and e-mail address. The subscription to Zimmodels.co.zw shall terminate automatically in case the Model does not pay the subscription fee for the renewal of its subscription as and when due as set forth under “fees”.
- 5.2 During any term for which a Model has paid the applicable subscription fee, Zimmodels.co.zw may only terminate such subscription for good cause. A “good cause” is defined as an event which makes it unacceptable for Zimmodels.co.zw to continue the subscription to the end of the subscription period, taking into account all circumstances of the individual case and weighing the interests of Zimmodels.co.zw against those of the Model. A good cause includes, among others, any the following events:
- If the Model fails to comply with any applicable legal provisions; *If the Model breaches a material contractual obligation set forth in these GTCs*; If the Model causes harm to any other user(s) of Zimmodels.co.zw;
 - If Zimmodels.co.zw considers that the Model is involved in any immoral activity; If the Model makes any changes or removes information in his/her profile, which could affect his/her status.

5.3 In the event of a good cause in accordance, Zimmodels.co.zw is entitled to:

- Delete the contents posted by the Model on the website
- Issue a warning, or
- Block the Model’s access to the services on Zimmodels.co.zw.

5.4 In the following cases, the Model shall not be entitled to claim reimbursement of any subscription fees paid:

- If Zimmodels.co.zw has terminated the contract for good cause
- If Zimmodels.co.zw has blocked the Model's access in accordance with section
- If the Model has terminated the agreement. However, the Model's right to claim reimbursement of any subscription fees shall not be excluded in this case if the Model has terminated the agreement for a good cause attributable to Zimmodels.co.zw.

6. Responsibility for the Model's Content Data or other Information

6.1 Zimmodels.co.zw does not make any warranties or representations regarding any data and/or information provided or made available by any user on Zimmodels.co.zw. In particular, Zimmodels.co.zw does not warrant or represent that said data and/or information is true or accurate, or that it fulfils or serves any particular purpose.

6.2 The Model shall report any activities of any other user which violate applicable laws, and/or any of these GTCs using the contact form available on Zimmodels.co.zw.

7. Customer Service/Support

Queries regarding the agreement with Zimmodels.co.zw or regarding Zimmodels.co.zw's services may be sent to Zimmodels.co.zw using the contact form available on Zimmodels.co.zw or by sending an e-mail to info@zimmodels.co.zw.

8. Liability of Zimmodels.co.zw

Zimmodels.co.zw (including its relayed agents) shall only be liable for damages suffered by the Model as a consequence of its subscription to Zimmodels.co.zw - if Zimmodels.co.zw is in material breach of the GTCs and has not cured such breach (if capable of being cured) despite a reasonable cure period set by the Model.

9. Indemnity

9.1 The Model shall protect and hold Zimmodels.co.zw harmless from and against all actions, including damage claims, asserted by other users or third parties against Zimmodels.co.zw resulting from an infringement of their rights by the Contents posted by the Model on Zimmodels.co.zw. The Model assumes all reasonable costs Zimmodels.co.zw incurs due to an infringement of third party rights, including all reasonable legal-defence costs. All other rights of Zimmodels.co.zw, including the right to claim damages, shall remain unaffected.

9.2 In the event the Contents posted by the Model infringes any rights of any third party, the Model shall, at his/her own expense and at Zimmodels.co.zw's discretion, either obtain the right to use said Contents or render said Contents free of any infringement.

10. Data Protection

Zimmodels.co.zw recognizes that any personal data provided by the Model to Zimmodels.co.zw is extremely important to the Model, and Zimmodels.co.zw shall therefore be particularly sensitive in handling such data. Zimmodels.co.zw shall comply with all applicable legal provisions regarding data protection. In particular, Zimmodels.co.zw shall not provide or otherwise disclose any personal data of the Model

to any third party without authorization. Details on Zimmodels.co.zw's treatment of the User's data are set forth in the Data Protection Policy Zimmodel.co.zw.

11. Feedback, Reputation and reviews

Models shall accept and acknowledge transferring copyright of all the feedback, reputation and reviews that they may post on the Website. This feedback belongs solely to Zimmodels.co.zw. Models acknowledge that they cannot use this feedback without prior written permission of Zimmodels.co.zw.

12. Taxes

Models are responsible for paying their own taxes. Legal VAT, according to the Law of Zimbabwe, will be added to fees billed to Models, if applicable.

13. Language

Models accepting the GTCs for using Zimmodels.co.zw declare that they fully and perfectly understand the content of the English version of these GTCs.

SECTION C

BOOKING SYSTEM OF ZIMMODELS.CO.ZW

The Booking System is a feature on Zimmodels.co.zw through which registered Professionals are able to book subscribed Models of legal age for a certain job.

Models and Professionals accept the following General Terms and Conditions for using the Booking System of Zimmodels.co.zw:

1. Use of the Booking System

- 1.1 Professionals shall make an offer to book a Model through the Booking System. To this end, Professionals must determine in their offer the specific job required and the fees that they consider adequate for this job by submitting a specific form to a concrete Model through Zimmodels.co.zw. This form is available on the Website.
- 1.2 If the Model and the Professional reach an agreement for the specific terms and conditions for the job, including the fees, the Professional is obliged to pay through Zimmodels.co.zw:
- 1.3 The Fee agreed between the Professional and the Model plus a 20% commission of the Fee, corresponding to a commission for Zimmodels.co.zw;
- 1.4 The commission earned by Zimmodel.co.zw is for:
 - Creating, hosting, maintaining, and providing its Website;
 - Delivering services that Zimmodels.co.zw makes accessible through its Website;

- To cover all expenses and fees that Zimmodels.co.zw incurs to banks, credit card companies, PayPal, Paynow and payment processors.

2. Method and conditions of payment

- 2.1 The currency of the Agreed Fee is agreed between the Professional and the Model, limited to USD or Zimbabwe RTGS. The Total Price is charged in the same currency.
- 2.2 The payment of the Total Price by the Professional must be made by Paynow, PayPal or credit card through the mechanisms available on the Booking System of Zimmodels.co.zw. No additional fees are charged to Professionals by Zimmodels.co.zw for the use of payment processors.
- 2.3 Zimmodels.co.zw takes and holds the money paid through the Booking System and only releases it 48 hours after the agreed end date between the Professional and the Model for completing the job, herein after the “Agreed Date”.
- 2.4 Of the Total Price paid by the Professional, Zimmodels.co.zw deducts the commission, which covers the expenses and fees that Zimmodels.co.zw incurs to banks, credit card companies, PayPal, Paynow and payment processors, and the corresponding legal VAT on the commission, if applicable, and transfers the remaining amount to the Model no later than 48 hours after the Agreed Date.
- 2.5 If Zimmodels.co.zw is informed by the Model or by the Professional of a dispute between them regarding the job completion or if there are technical problems, Zimmodels.co.zw will release the Total Price after the dispute or the technical problems are solved. If the disputes, between the Model and the Professional, or the technical problems are not solved within 1 month after the Agreed Date, Zimmodels.co.zw will charge the Total Price 1 month after the Agreed Date and transfer to the Model the remaining amount (after the deduction of the commission and the corresponding legal VAT on the commission, if applicable) no later than 48 hours after. The disputes between the Model and the Professional will have to be solved judicially and extra-judicially with no intervention of Zimmodels.co.zw.
- 2.6 Zimmodels.co.zw may not release the money if the source of the funds is suspected to be fraudulent. Any payments made by fraudulent funds (e.g. stolen credit cards) will be immediately reversed and the Professional will have to pay the owed amount to Zimmodels.co.zw.

3. Cancellations and refunds

- 3.1 Models may cancel the booking at any time within the booking date and the Agreed Date. If the Model cancels the booking, the Total Price excluding the charges made through Paynow, PayPal or credit card paid by the Professional to Zimmodels.co.zw is refunded to the Professional no later than 14 days after the notification of the cancellation to Zimmodels.co.zw.
- 3.2 If the Model cancels the booking it is the responsibility of the Professional to notify the cancellation to Paynow, PayPal or credit card no later than 24 hours after the Agreed Date.
- 3.3 Professionals may cancel the booking before the Model delivers to him/her any of the services agreed between them and no later than 7 days before the start date of

the job requested by the Professional to the Model through the Booking System and that has been agreed between both of them (herein after the “Start Date”).

- If the Professional cancels the booking before the Model delivers to him/her any of the services agreed between them and at least 7 days before the Start Date: Paynow, PayPal or credit card charges the commission of the Clause 1.2 (Section C) and the corresponding legal VAT on the commission, if applicable, and refunds the rest of the Total Price to the Professional no later than 14 days after the notification of the cancellation to Zimmodels.co.zw;
- If the Professional cancels the booking less than 7 days before the Start Date or later or once the Model has delivered to him/her any of the services agreed between them, the Total Price is charged by Zimmodels.co.zw. Zimmodels.co.zw will then follow the procedure stated in Section C Clause 2.4.

4. Intervention of Zimmodels.co.zw in the transaction

4.1 If the Professional effectively books a Model through the Booking System, the persons intervening in this process are the Professional, the Model and Zimmodels.co.zw.

4.2 The intervention of Zimmodels.co.zw in the transaction is only for the following purposes:

- To provide, host and maintain a list of Models on the Website in order to enable the Professionals to select Models for the services that they may require;
- To supervise that the Professional correctly pays the Total Price;

4.3 Zimmodels.co.zw is only an intermediary. The agreement is reached by the Model and the Professional without any recommendation of Zimmodels.co.zw. Zimmodels.co.zw does not take any decision on the suitability of a Model for a certain job. The only persons responsible of the decision and of the adequacy of the services of a Model for a concrete job are the Professional and the Model.

4.4 If any employee of Zimmodels.co.zw makes any remark regarding the work of a Model or its suitability for a job in any means of communication, including Zimmodels.co.zw website, these will be considered as simple personal opinions, for which Zimmodels.co.zw and/or its workers will not be held responsible.

4.5 Zimmodels.co.zw is not responsible for the job carried out by the Model. Professionals and Models agree and acknowledge that Zimmodels.co.zw is not responsible of any issue arising between them regarding the completion of the specific job. The responsibilities of the Professional and the Model, other than the ones specified in these GTCs, are set out in the concrete agreement reached by them.

4.6 Models and Professionals agree and acknowledge that the relationship between them is that of independent contractors.

4.7 Agents/Professionals and Models agree and acknowledge that Zimmodels.co.zw is not responsible for:

- any expenses, including travelling and food expenses, incurred by the Model or the Professional;
- the correct completion of the job;
- the authenticity or accuracy of any document or information given between the Model or the Professional;
- And the use by the Models and/or the Professional of the information and documents exchanged between them.

5.7 Zimmodels.co.zw does not offer any form of insurance since the Website only provides an online venue for Professionals to make and offer and buy services of Models.

5.8 Depending on the applicable jurisdiction, Models and Professionals may have rights that cannot lawfully be excluded. Nothing in these GTCs is intended to override such rights.

5. Complaints and Disputes

5.1 Professionals can raise any complaints that they may have regarding the completion of the job by the Model to Zimmodels.co.zw up until 24 hours after the Agreed Date.

5.2 If Zimmodels.co.zw receives the complaint within the abovementioned period, the Total Price paid by the Professional is held by Zimmodels.co.zw and is not released until the issue is solved. If the issue is not solved in 1 month from the notification of the complaint to Zimmodels.co.zw and no agreement is reached between the Model and the Professional regarding the complaint, the Total Price is released by Zimmodels.co.zw. Zimmodels.co.zw will transfer to the Model the remaining amount (after the deduction of the commission and the corresponding legal VAT on the commission, if applicable) no later than 48 hours after;

5.3 If Zimmodels.co.zw receives the complaint after the abovementioned period, the Total Price is charged as specified in Clause 2.3 (Section B). Zimmodels.co.zw will then follow the procedure stated in Clause 2.4 (Section B) and any dispute that may arise between the Professional and the Model shall be solved judicially or extra-judicially by them. Professionals acknowledge and accept that if the complaint is made after the abovementioned period, the commission of Zimmodels.co.zw will not be refunded in any case.

5.4 When any dispute regarding the agreement reached between the Professional and the Model through the Booking System arises:

- The Professional and the Model commit themselves to try to solve the conflict by reaching an agreement between them, with no intervention of third parties, including Zimmodels.co.zw.
- If the Professional and the Model reach an agreement within 1 month after the Agreed Date, they commit themselves to inform of the agreement to Zimmodels.co.zw.

- If the Professional and the Model do not reach an agreement within 1 month, both parties will have to solve their problems judicially or extra-judicially, with no intervention of Zimmodels.co.zw.

5.5 Professionals and Models agree and acknowledge that Zimmodels.co.zw does not provide legal services or legal advises of any kind.