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1. AMIGO PBC has taken all reasonable steps to ensure the accuracy of the information identified in its searches. However, it does not give any warranty whatsoever regarding the accuracy or completeness of the content identified in its searches. Therefore, AMIGO PBC accepts no responsibility whatsoever and/or liability for any losses or damages (whether direct, indirect, special, consequential or otherwise) arising out of errors or omissions identified in its searches.
2. Further, AMIGO PBC cannot guarantee that its platform(s) will be available on an uninterrupted basis and shall not be liable for any losses, costs, or damages resulting from its searches and AMIGO PBC cannot warrant that the use of its platform(s) or any material referred and/or downloaded from it will not cause damage to any property, including but not limited to, loss of data computer viruses, Trojan horses, adware, worm, malware, spyware and others. Further, AMIGO PBC accepts no liability whatsoever either under the law of Zimbabwe or customary international law, arising out of changes made to the searches identified by unauthorised 3rd parties.
3. Due to the nature of the search engine, the searches identified may contain links to other websites which are hosted and maintained by 3rd parties either in Zimbabwe or abroad. AMIGO PBC makes no representation whatsoever as to the accuracy, completeness or relevance of the information contained on such 3rd party sites. We encourage our valued customers to read the privacy policies of the different website in advance before clicking on any such “dubious” links.
4. AMIGO PBC does not own any rights to the material shared on this and/or any other of its platform(s) save for its logo and trademark which it strictly reserves its rights to.
5. AMIGO PBC is for all intents and purposes a software program that searches for and identifies items in a database that correspond to keywords or characters specified by the user, used especially for finding educational material on the internet.

¹ Hereinafter “AMIGO PBC”

6. AMIGO PBC has not and does not purport to represent any author, owner or any person vested with moral or economic rights or any right whatsoever in any of the work that is identified by the program; arising from any of the following including:

"**artistic work**" which includes but is not limited to: (a) a graphic work, photograph, sculpture or collage, irrespective of its artistic quality or (b) an architectural work;

"**audio-visual work**" which includes but is not limited to a recording or fixation on any medium from which a moving image, together with any sounds associated with the image, may be produced by any means, but does not include a computer program or a broadcast;

"**drawing**" which includes but is not limited to any drawing of a technical nature and any diagram, map, chart or plan;

"**graphic work**" which includes but is not limited to a painting, drawing, diagram, map, chart or plan; and an engraving, etching, printed circuit, lithograph, woodcut or similar work; and

"**literary work**" which includes but is not limited to any work which is written, spoken or sung, irrespective of its literary quality or the mode or form in which it is expressed, and includes—

- (a) dramatic works, stage directions, film scenarios and broadcasting scripts;
- (b) letters, reports and memoranda;
- (c) lectures, speeches and sermons;
- (d) computer programs; and
- (e) tables and compilations;

but does not include musical works;

7. AMIGO PBC endeavours to accord moral rights to the author(s) or owner(s) of copyrightable material but accepts no obligation whatsoever, to do so, for any material that is identified by the program in its searches. For the avoidance of doubt, AMIGO PBC does not purport to create or distribute anything on behalf of the rightful and lawful holders/owners. AMIGO PBC remains a search engine whose purpose is to utilise highly intelligent artificial intelligence robots to search for content already flighted on the World Wide Web.

8. Save for when it is specifically expressed, AMIGO PBC does not own neither does it purport to have created anything that is identified by the program in its searches.
9. Should there be an owner and or holder of a copyright who has reason to believe that the searches identified by AMIGO PBC platform(s) is likely to infringe, is infringing or has infringed copyright in any way whatsoever, that person must immediately send a letter or e-mail of complaint to support **XXXXXXXXXX**. AMIGO PBC undertakes to investigate the alleged breach and reply to the complaint within 72 hours from receipt of the complaint.
10. After receiving any such complaint, Amigo PBC undertakes to immediately set up an internal commission of inquiry which shall have the following powers:
 - i. To investigate, or cause an investigation to be done with regards legal rights of the disputed copyrightable material;
 - ii. To invite oral and written submissions to be made before it (including and not limited to presentation of evidence why there is said to have been breach);
 - iii. To order **XXXXXXXXXX** to remove the offending article and/or undertake o any remdial action which may include:
 - a. Offering an apology;
 - b. Retracting the offending material; or
 - c. Affording the complainant moral rights.
 - iv. To dismiss the complaint as being frivolous and vexatious.
11. Any review or appeal against the decision of the commission of inquiry shall only be entertained in the courts of Zimbabwe.