

ADVERTISING POLICY

PREAMBLE

This Advertising Policy (hereinafter – "Advertising Policy") determines the relationship between BrandO Limited, a company incorporated in the Seychelles (hereinafter – "BrandO") and you (hereinafter – "You," "Your," "Affiliate" or "Advertiser"). It governs your use of or access to <https://ltdbrando.com> (hereinafter – "Website"), the Website Materials, and services offered through the Website, including your participation through provision or receipt of advertising services and any related services (hereinafter – collectively with the Website, the "Services").

By continuing to maintain a relationship with BrandO, you acknowledge that you have read, understood, and agree to be bound by the Terms and Conditions, Privacy Policy, and this Advertising Policy. BrandO may update or modify this Advertising Policy at any time at its sole discretion. You are solely responsible for monitoring any changes and/or amendments to this Advertising Policy.

If you continue to access or use the Website or Services following such changes, such continued use shall constitute acceptance of the revised Advertising Policy.

DEFINITIONS

"Advertiser" means a physical person or legal entity whose products and/or services shall be promoted during an Advertising campaign;

"Advertising campaign" means online advertising actions performed to generate conversions;

"Advertising material" means a promotional message provided by the Advertiser or created/modified and published by the Affiliate to generate conversions during an Advertising campaign. Advertising material may consist of content and other materials, including, but not limited to: button links, text links, graphics, textual material, audio and/or video materials, or any combination thereof;

"Content" means any text, graphics, images, audio, video, software, data compilations, and any other form of information provided by the Advertiser or created/modified and published by the Affiliate;

"End User" means a person who uses (purchases, subscribes, installs, downloads, etc.) a particular service or product of the Advertiser;

"Landing page" means a destination web page developed for Advertising campaigns to generate conversions;

"Media" means all Landing pages, websites, Online platforms, and email distribution lists used by the Affiliate to promote Advertising materials;

"Online advertising" means publishing of Advertising materials on the Internet to generate conversions;

"Online platform" means a search engine, social media network, advertising network, web application, digital application, etc.;

"Third Party" means any physical person or legal entity that is not a party to this Advertising Policy.

SPECIFIC REQUIREMENTS FOR ADVERTISING MATERIALS

Requirements for Landing Pages:

- Using "fake" closing behavior (i.e., when the End User clicks the "close" button on a Landing page, the page should close and no other activity should occur) is prohibited on Landing pages;
- Landing pages cannot use "mouse trapping," in which the Advertiser and/or Affiliate prevent visitors from using their browser's "back" button, trapping them on their site, or presenting them with any other unexpected behavior (for example, navigation to another Advertising material or page).

Requirements for Advertising Materials' Copy and Image Content:

- Advertising materials must accurately describe the Advertiser's business, products, services, or brand;
- Advertising materials shall not include audio that automatically plays without the End User's input;
- Advertising materials must directly relate to the content on the Landing page.

Requirements for Downloads of Advertising Materials:

- Advertising materials may not include or link to content or a website that promotes or encourages any illegal activity, including:
 - Collection of demographic and usage information from the End User's computer or mobile device without the End User's express consent;
 - Any software that: "infects" the End User's system and executes operations without the End User's awareness; without the End User's explicit consent, modifies, damages, deactivates, or replaces any hardware or software installed on the End User's computer or mobile device; is included as an undetected component of other software, whether free or commercial; violates or infringes upon copyright, trademark, patent, or any other proprietary right owned by a Third Party;
- Advertising materials may not include or link, directly or indirectly, to a website containing spyware/malware, whether the download was launched automatically or manually by the End User, or to any additional auto-initiated downloads.

PROHIBITED ACTIONS

It is prohibited to provide, create, modify, or publish Advertising materials that:

- encourage or endorse any unlawful activity;

- violate any relevant legislation;
- breach, violate, or misappropriate the rights of any Third Party, including but not limited to intellectual property rights, privacy rights, publicity rights, and/or contain defamatory content;
- collect or allow for the collection of personal information without the End User's explicit permission, whether via cookies or other means;
- contain any prohibited content as described in the "Prohibited Content" section below.

You shall not, and shall not permit any Third Party to:

- hide any information or intellectual property identifiers linked with Advertising material;
- create Advertising impressions or clicks using deceptive tactics.

PROHIBITED CONTENT

Advertising material shall not:

- be false, misleading, fraudulent, or deceptive;
- insult, harass, threaten, or demean the End User.

Advertising material shall not contain, promote, facilitate, or reference:

- Language that is offensive, abusive, or unsuitable;
- Illegal, libelous, and/or defamatory content;
- Scams, illegal activity, pyramid schemes, or chain letters;
- Adult materials, such as adult toys, films, or other adult items; nudity; marketing of nude beaches, cruises, or resorts; sexual phrases; photographs of persons in sexually suggestive or provocative postures; or images that violate community standards;
- Products that encourage copyright-evading software or methods;
- Products or websites that sell fake or fabricated documents;
- Services for organ transplantation;
- Excessive violence;
- Criminal and/or terrorist activities;
- Content that promotes discrimination or hatred toward any organization, individual, or group based on color, gender, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language;
- Hate speech directed toward a person or group, regardless of the individual or group's protected characteristics.

YOUR OBLIGATIONS

In the scope of advertising activity, you are responsible and obliged to:

- Comply with all applicable laws and regulations in all jurisdictions where you conduct your business activities, provide services, and run Advertising campaigns, including jurisdictions where: You conduct your activity; the Advertising campaigns are run; the Advertising materials are published and presented to End Users;
- Comply with all intellectual property laws and regulations;
- Comply with the provisions of this Advertising Policy at all times;
- Ensure that all Advertising materials (whether provided by Advertiser or modified/created and published by Affiliate) comply with: all applicable laws and regulations in the corresponding jurisdictions; all data protection regulations, including but not limited to: Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR) with all amendments; CAN-SPAM Act of 2003 with all amendments; Seychelles Data Protection Act, 2023; all intellectual property laws and regulations; standards of legality; non-infringement of the intellectual property or personal rights of any Third Party; non-inclusion of or links to harmful, threatening, defamatory, obscene, sexually explicit, or harassing material, or material that promotes violence or discrimination; absence of worms, viruses, trap doors, back doors, Trojan horses, time bombs, cancelbots, or any other computer code, files, or programs designed for hijacking, spam, malware, spyware, or similar purposes.

REPRESENTATIONS, COVENANTS AND WARRANTIES

You represent, covenant, and warrant to BrandO that neither the Media used nor the Advertising materials (whether provided by Advertiser or modified/created and published by Affiliate) will:

- Infringe any applicable law, regulation, code of conduct, privacy law, marketing law, or industry standard in the applicable jurisdiction;
- Infringe any Third Party's rights, including but not limited to intellectual property rights;
- Be or link to any content that is obscene, defamatory, fraudulent, misleading, or otherwise illegal;
- Contain any element that is:
 - Unlawful and/or prohibited for placement and promotion in any territory within the scope of any Advertising campaign;
 - Dishonest, incorrect, or contains fraudulent or unfair competitive claims, unsupported assertions, or misrepresentations of meaning or practical application;
 - A criminal act or may result in civil liability, or breaches any relevant law, court order, or tribunal ruling;

- Adult content, pornographic, obscene, excessively profane, racist, ethnically offensive, threatening, infringing, excessively violent, libelous, or discriminatory; promotes drug or arms trafficking, counterfeiting, or violations of export control laws;
- Contains any worms, viruses, trap doors, back doors, Trojan horses, time bombs, cancelbots, or any other malicious code designed for hijacking, spam, malware, spyware, or similar purposes.

PRIVACY POLICY

You shall include a conspicuous link to your privacy policy that meets all applicable laws, rules, and regulations on every website where advertising is displayed.

Your privacy policy shall disclose the type of information collected, used, and shared by you and any Third Party.

PROTECTION OF PERSONAL DATA

You are solely responsible for full compliance with all applicable laws and regulations regarding the protection of personal data.

In the scope of advertising activity and any Advertising campaign, BrandO and you have agreed that BrandO is neither a processor nor a controller within the meaning of applicable privacy laws, including the Seychelles Data Protection Act, 2023 and Regulation (EU) 2016/679 (General Data Protection Regulation – GDPR), because BrandO does not receive, process, or store personal data of End Users.

You shall indemnify and hold harmless BrandO against all Third Party complaints, losses, claims, costs, fees, damages, or charges suffered or incurred by BrandO in connection with any dispute arising under applicable data protection laws (including the Seychelles Data Protection Act, 2023, GDPR, or similar international regulatory requirements) as a result of your failure to obtain the necessary lawful basis for processing personal data.

INDEMNITY

To the extent that any Third Party claim, suit, demand, action, or proceeding arises out of or relates to this Advertising Policy, you agree to indemnify, defend, and hold BrandO harmless from and against any and all costs, damages, expenses, and/or other losses (including reasonable attorney's fees) suffered or incurred by BrandO as a result of or in connection with:

- Breach of this Advertising Policy;
- Advertising Material provided by Advertiser or modified/created and published by Affiliate, and the products and/or services promoted therein;
- Any spyware or viruses that originate on your websites.

Advertiser and Affiliate shall indemnify, defend, and hold harmless BrandO and its representatives, directors, employees, shareholders, licensors, partners, and agents from and

against any and all claims, damages, liabilities, suits, judgments, verdicts, settlements, charges, and expenses (including reasonable attorneys' fees) arising out of or in relation to:

- Any claims relating to Advertising materials provided by Advertiser or modified/created and published by Affiliate;
- Any claims relating to Affiliate's use of Media for publishing and promoting Advertising materials, as well as Affiliate's or any Sub-Affiliate's activities in performance of the Advertising campaign;
- Any claim that Advertiser, Affiliate, or Sub-Affiliate violated a Third Party's trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary rights.

BrandO makes no representations or guarantees and expressly disclaims all duty and liability with respect to Advertising materials (whether provided by Advertiser or created/modified and published by Affiliate) and any product or service offered therein.

The Advertiser agrees that it shall be fully responsible for provided Advertising materials, including their accuracy, correctness, reliability, and legality. The Advertiser must ensure that Advertising materials do not violate the rights of any Third Party, are not defamatory, and are not illegal. BrandO expressly disclaims all duties and obligations in this regard.

Furthermore, BrandO shall not be liable for any defects or faults in the products or services supplied in Advertising materials, or for any loss incurred as a consequence of such defects or faults under any circumstances. BrandO has no control over and shall not be responsible for the legality of Advertising materials (whether provided by Advertiser or created/modified and published by Affiliate) and shall not be liable for the consequences of such acts.

You shall indemnify and hold harmless BrandO against any claims, damages, losses, or expenses made in connection with Advertising materials, Advertising campaigns, Media, or any other violation connected with the performance of advertising activity.

Under no circumstance shall BrandO be responsible for any implicit, ancillary, consequential, personal injury, wrongful death, special, or exemplary damages, including but not limited to lost profits or market opportunity, even if such losses are entirely foreseeable and regardless of whether you have been warned of the probability of such damages.

Under no circumstance shall BrandO be responsible for defects and/or omissions in goods and/or services offered in Advertising campaigns, Advertising materials, offers, or content, or for any harm resulting from such defects or omissions.

The Affiliate shall be solely responsible for the development, operation, and maintenance of the Media, as well as for all Advertising materials created/modified and published by Affiliate on the Media.

To the fullest extent permitted by applicable law, BrandO expressly disclaims all representations and warranties, express or implied, regarding its website, tracker system, programs, information, Services, and all other matters arising during the performance of this Advertising Policy.

You expressly release BrandO and its representatives, directors, employees, shareholders, licensors, partners, and agents from any and all duties, obligations, claims, and complaints exceeding the limitations defined herein. If applicable legislation does not enable such limitation, BrandO's maximum liability to you shall be three hundred dollars (USD 300.00) in any and all circumstances.

CHANGES TO THIS ADVERTISING POLICY

BrandO reserves the right to amend this Advertising Policy at any time. BrandO recommends that you review it on a regular basis.

Any updates shall take effect immediately upon their publication on the Website.

CONTACTS

All requests related to the use of this Website or its Services must be sent to corporate@ltdbrando.com.