

TERMS AND CONDITIONS

PREAMBLE

These Terms and Conditions (hereinafter referred to as the **"Terms and Conditions"**), together with any and all applicable rules, guidelines, policies, amendments, and other documents referenced herein (collectively, the **"Agreement"**), govern the relationship between **BrandO Limited**, a company incorporated under the laws of the Republic of Seychelles (hereinafter referred to as **"BrandO"**), and you (hereinafter referred to as **"you," "your," "Affiliate,"** or **"Advertiser"**). This Agreement governs your access to and use of <https://ltdbrando.com> (the **"Website"**), the materials available on the Website (the **"Website Materials"**), and the services provided through the Website (collectively, the **"Services"**).

BrandO and you may each be referred to individually as a **"Party"** and collectively as the **"Parties"**. By accessing or using the Website, the Services, or any other services provided by BrandO, you agree to comply with and be bound by the terms of this Agreement. BrandO reserves the right, at its sole discretion and without prior notice, to amend, modify, update, or replace the Website, the Services, or this Agreement at any time.

By continuing to access or use the Website or maintaining a relationship with BrandO, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions. BrandO may amend these Terms and Conditions at any time at its sole discretion. You are solely responsible for reviewing these Terms and Conditions periodically to remain informed of any amendments or updates.

Your continued access to or use of the Website or the Services following the publication of any amendments constitutes your acceptance of the revised Terms and Conditions. BrandO also reserves the right, with or without prior notice, to modify, suspend, or discontinue all or any part of the Services at any time.

You agree to review these Terms and Conditions regularly to ensure that you are familiar with the most current version. If you do not agree with any provision of this Agreement, you must immediately cease using the Website and the Services.

By registering as an Affiliate or Advertiser, accessing the Website, or using the Services, you represent and warrant that you have read, understood, and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, in whole or in part, you must not register as an Affiliate or Advertiser, access the Website, or use the Services in any manner.

These Terms and Conditions apply to all access to and use of the Website and the Services.

BrandO has adopted a Privacy Policy and an Advertising Policy, which form an integral part of this Agreement. You are encouraged to read these policies carefully before using the Website or the Services. For additional information, please refer to the relevant sections of the Website.

Unless the context otherwise requires, words in the singular include the plural, and words in the plural include the singular.

LIMITED LICENSE TO USE THE WEBSITE

For the purposes of these Terms and Conditions, **"Website Materials"** include, but are not limited to:

- the design and layout of the Website;
- descriptions of the Services;
- HTML content;
- graphics, images, logos, and other visual elements;

- software, source code, object code, text, files, databases, documentation, and any other content made available through the Website, including the selection, arrangement, and organization thereof.

Subject to your compliance with these Terms and Conditions, BrandO grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Website and the Website Materials solely for your personal or internal business purposes.

This license does not permit, and you shall not:

- adapt, modify, translate, decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code of any part of the Website or the Website Materials, except to the extent expressly permitted by applicable law;
- access or view the Website's underlying HTML, source code, or other proprietary code except as automatically displayed by a standard web browser while accessing the Website;
- use the Website or the Website Materials for any commercial purpose other than as expressly authorized by BrandO;
- sell, resell, license, sublicense, lease, rent, assign, distribute, or otherwise exploit the Website or any Website Materials;
- copy, reproduce, republish, upload, post, transmit, distribute, display, perform, mirror, or otherwise make available any Website Materials, in whole or in part, by any means or in any form, without BrandO's prior written consent;
- create derivative works based upon the Website or any Website Materials;
- use robots, spiders, crawlers, scrapers, data mining tools, automated scripts, or any other automated means to access the Website, collect information from the Website, or interfere with its operation;
- collect, harvest, or otherwise obtain information relating to the Website or its users by any automated or unauthorized means.

BrandO reserves the right to suspend or terminate your access to the Website or the Services, and to terminate this Agreement immediately, if you violate these Terms and Conditions or make any unauthorized or unlawful use of the Website.

Your use of the Website may also be subject to applicable intellectual property laws, including copyright, trademark, trade dress, database protection, and other applicable legislation. BrandO reserves all rights and remedies available under applicable law and may pursue any violation of these Terms and Conditions to the fullest extent permitted by law.

REGISTRATION OF ACCOUNT

To make use of all scope of the Services, Affiliate and/or Advertiser may register for an account or make one by submitting the requested data or information in a thorough and accurate way.

Account registration is subject to the restrictions set forth below. By registering, You agree to abide by these conditions:

- Accounts created via the use of bots or other automated means are not allowed.
- Account may not be shared.

You may close your account and discontinue your use of the Services at any time by contacting BrandO using the contact details provided on the Website and following BrandO's reasonable instructions.

BrandO reserves the right, at its sole discretion and without prior notice, to suspend, restrict, or terminate your account and/or your access to the Website or the Services if:

- your access to or use of the Website may cause harm, damage, or liability to BrandO, its users, or any third party;

- you violate these Terms and Conditions or any applicable policies referenced herein;
- BrandO is required to do so in connection with a legal proceeding, governmental request, regulatory investigation, or law enforcement action;
- BrandO reasonably determines that your account or its use is improper, fraudulent, abusive, objectionable, or otherwise inconsistent with these Terms and Conditions; or
- your use of the Website or the Services violates or may violate any applicable law or regulation.

The suspension or termination of your account shall not entitle you to any compensation, reimbursement, refund, or other form of restitution, except where such rights are expressly required under applicable law.

MODIFICATIONS

BrandO reserves the right to amend, modify, update, or replace these Terms and Conditions, as well as any Website Materials, at any time and from time to time, without prior notice or liability to you or any other person.

You are solely responsible for reviewing these Terms and Conditions and the Website Materials periodically to remain informed of any amendments, updates, or other changes.

BrandO makes no representations or warranties, whether express or implied, regarding the accuracy, completeness, reliability, availability, or error-free operation of the Website or the Website Materials.

RESTRICTIONS

You are not allowed to use the Website, Website Materials and/or Services in the following ways:

- for any violation of applicable laws or regulations;
- to post, distribute, generate, or otherwise publish information that is libelous, unlawful, defamatory, obscene, pornographic, indecent, threatening, harassing, invading someone's privacy or publicity rights, inflammatory, abusive, or otherwise objectionable;
- to post or transmit any content that would constitute or promote a criminal crime, would violate any party's rights, or would otherwise cause liability or would violate any local, state, national, or international legislation;
- to submit any material containing the private or personal information of a third party without the permission of the third party;
- to post or transmit any content that would violate a third party's patent, trademark, trade secret, copyright, or other intellectual or property right;
- to post, distribute, generate, or otherwise publish any content such as charity requests, petitions for signatures, chain letters, or letters relating to pyramid schemes, advertising or solicitations for funds, political campaigning, mass mailings, or any other form of unsolicited commercial email or "spam," or offering or disseminating fraudulent goods, services, schemes, or promotions;
- to post, distribute, generate, or otherwise publish any harmful content of any kind, including without limitation, Trojan horses, viruses, time bombs, worms, zombies, cancel bots or any other computer programming routines capable of injuring, interfering with, intercepting, or expropriating any program, system, data, or personal information.

INTELLECTUAL PROPERTY RIGHTS

The Website and the Website Materials are the exclusive property of BrandO or its licensors and are protected by applicable intellectual property laws.

All source code, databases, software, functionality, website designs, text, graphics, images, audio and video content, trademarks, service marks, logos, trade names, and all other Website Materials made available through the Website are owned by, licensed to, or otherwise controlled by BrandO and are protected by applicable copyright, trademark, trade secret, and other intellectual property laws and international treaties.

The Website and the Website Materials are provided on an **"as is"** and **"as available"** basis solely for your personal or internal business use, unless otherwise expressly authorized by BrandO.

Except as expressly permitted under these Terms and Conditions or with BrandO's prior written consent, you may not copy, reproduce, modify, adapt, aggregate, republish, upload, post, publicly display, publicly perform, encode, translate, transmit, distribute, sell, license, sublicense, create derivative works from, or otherwise exploit the Website or any Website Materials, in whole or in part, for any commercial or non-commercial purpose.

REPRESENTATIONS AND WARRANTIES

By using the Services, You represent and warrant that:

- You possess the legal ability and agree to abide by this Terms and Conditions;
- You will not access the Website using an automated or non-human method, such as a bot, script, or any other method other than personally;
- You are not qualified as a minor in the jurisdiction in which you reside;
- The use of the Website shall not be inconsistent with or in violation of any relevant law or regulation;
- You agree that you will not use the Website for any unlawful or unauthorized purpose.

SERVICE AVAILABILITY AND INTERRUPTION

To ensure the quality, security, and reliability of the Services, BrandO reserves the right to temporarily suspend or interrupt the Services for maintenance, system upgrades, repairs, security enhancements, or any other operational or technical reasons.

BrandO also reserves the right to modify, suspend, discontinue, or permanently terminate all or any part of the Services at any time, subject to applicable law.

The availability of the Services may also be affected by circumstances beyond BrandO's reasonable control, including force majeure events such as natural disasters, labor disputes, power outages, failures of telecommunications or internet infrastructure, governmental actions, cyberattacks, or other events that could not reasonably have been prevented.

ACCESS TO EXTERNAL RESOURCES

The Website may provide access to websites, applications, services, or other resources operated by third parties.

Any links to third-party websites or resources are provided solely for your convenience. BrandO has no control over, and assumes no responsibility for, the content, availability, accuracy, legality, or security of any third-party websites or resources, or for any products or services offered through them. If you choose to access any third-party website or resource, you do so entirely at your own risk and subject to the applicable terms and conditions and privacy policies of such third parties.

You acknowledge and agree that BrandO shall not be liable, directly or indirectly, for any loss, damage, liability, or expense arising out of or in connection with your access to, use of, or reliance upon any content, information, products, services, or other materials available on or through any third-party website or resource.

DISCLAIMER OF WARRANTIES

You acknowledge that You use the Website and/or Services at Your own risk. As far as is permissible under applicable law, BrandO expressly disclaims any and all conditions, representations, and warranties of any kind — whether express or implied, statutory or otherwise - including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party intellectual property rights. No advice or information, whether oral or written, acquired by You from BrandO or via the Website or Services will constitute any guarantee that is not explicitly contained above.

To the extent permitted by law, BrandO and its subsidiaries, affiliates, licensees, officers, directors, agents, co-branders, partners, suppliers, and employees expressly disclaim any and all warranties, including, but not limited to that:

- the Services will meet Your expectations;
- the Website Materials are accurate, reliable, or correct;
- the Services will be available at any given time or place, uninterrupted or secure;
- any faults or mistakes in the Services will be rectified.

It is Your responsibility to ensure that any Website Material downloaded or otherwise obtained through the use of the Service is free of viruses or other harmful components. You are solely responsible for any damage to Your computer system, mobile device or data loss caused by a Website Material download or Your use of the Services.

BrandO makes no representations or warranties about any product or service advertised or offered by a third party through the Services or any hyperlinked website or service, and BrandO will not be a party to or monitor any transaction between You and third-party providers of products or services.

The Services may become unavailable or may cease to work correctly when accessed through Your web browser, mobile device, or operating system.

BrandO is not responsible for any perceived or real damages resulting from the Services, their operation, or their usage.

INDEMNIFICATION

By using the Website and/or Services You agree to defend, indemnify, and hold harmless BrandO and its subsidiaries and affiliates, as well as their officers, directors, agents, co-branding partners, suppliers, and employees from and against any and all claims or demands, damages or obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees and expenses), arising out of or in connection with:

- your breach of any of the representations and warranties set out in this Terms and Conditions, including, but not limited to, your failure to comply with any of the provisions of this Terms and Conditions;
- any data or Website Materials that You send or receive via the Services, as well as Your use of and access to the Services;
- your willful misconduct;
- your violation of any third-party rights, including but not limited to any right of privacy or intellectual property rights;

- your violation of any statutory law, rule, or regulation to the extent permitted by applicable law.

LIMITATION OF LIABILITY

Unless otherwise specified in this Agreement, BrandO shall not be liable to You for any lost profits or other special, incidental, consequential, exemplary, punitive, or other indirect damages of any kind, for any reason, whether based on breach of contract, tort (including negligence), etc.

You explicitly release BrandO and its respective representatives, directors, employees, shareholders, licensors, partners, and agents from any and all liabilities, obligations, claims, and complaints that exceed the scope of this Agreement.

If applicable law precludes such limitation, the BrandO's maximum liability to You will be three hundred dollars (USD 300.00) in any and all circumstances.

CHANGES TO THESE TERMS AND CONDITIONS

BrandO reserves the right to amend, modify, update, or replace these Terms and Conditions at any time by publishing the revised version on the Website.

You are responsible for reviewing these Terms and Conditions periodically to remain informed of any amendments or updates.

Your continued access to or use of the Website or the Services after the publication of any revised Terms and Conditions constitutes your acknowledgment and acceptance of such revisions.

GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Seychelles, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

DISPUTE RESOLUTION

All disputes arising between the Parties in connection with the use of the Website and/or Services shall be resolved through negotiations between the Parties.

If the Parties fail to resolve the dispute through negotiations within thirty (30) days after one Party delivers written notice to the other Party requesting that the dispute be resolved through negotiations, either Party may submit the dispute to the competent courts of the Republic of Seychelles.

The courts of the Republic of Seychelles shall have exclusive jurisdiction over any dispute arising out of or in connection with these Terms and Conditions, the Website, or the Services.

The losing party shall reimburse the prevailing party for all reasonable fees, costs, and expenses incurred in connection with the legal proceedings between the Parties.

SEVERABILITY

If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the maximum extent permitted by applicable law, be interpreted or modified so as to achieve its intended purpose while remaining valid and enforceable. If this is not possible, the invalid, illegal, or unenforceable provision shall be deemed severed from these Terms and Conditions.

Where applicable law requires, the invalid, illegal, or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the intent and economic effect of the original provision.

The invalidity, illegality, or unenforceability of any provision of these Terms and Conditions shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect, unless the invalid provision constitutes an essential element of these Terms and Conditions, without which the Parties would not have entered into this Agreement.

CONTACT INFORMATION

If you have any questions, requests, or concerns regarding these Terms and Conditions, the Website, or the Services, or if you wish to contact BrandO for any other reason related to your use of the Website or the Services, please contact us at: corporate@ltdbrando.com.