

ADVERTISING POLICY

This Advertising Policy is a binding and enforceable legal document between DITECTA MEDIA FZE LLC, company located at: A-28-01-02-07 - Flamingo Villas, Ajman, United Arab Emirates (“Company”, “We”, “Us” or “Our”) and all parties that participate in the cooperation with regard to the advertising services provision, such as Advertisers, Affiliates and any other involved person (“You”, “Your” “Advertiser”, “Affiliate”) and govern Your use and access to the <https://ditecta.com/> (“Website”) together with the General Terms and Conditions and Privacy Policy available on the Website. “Services” means, collectively, the provision of advertising and related services over an Internet network, and related technical support services. “You” or “Your” refers to the natural person, entity or organization which is involved in the advertising cooperation, Advertiser, Affiliate and any successor or assignee of the same.

YOU UNDERSTAND THAT BY AGREEING TO THIS ADVERTISING POLICY AND/OR BY BEING INVOLVED IN THE SERVICES, YOU AGREE TO BE BOUND BY THIS ADVERTISING POLICY, GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY THAT BINDS YOU IN THE SAME WAY THAT A PAPER CONTRACT BINDS YOU.

THIS ADVERTISING POLICY LIMITS COMPANY’S LIABILITY AND OBLIGATIONS TO YOU TO THE TERMS SET FORTH HEREIN AND PERMITS THE COMPANY TO CHANGE, SUSPEND, OR TERMINATE YOUR PROVISION, ACCESS TO AND USE OF THE SERVICES.

YOU MUST ACCEPT, WITHOUT MODIFICATION, ALL OF THE TERMS, CONDITIONS, POLICIES AND INSTRUCTIONS REFERENCED IN THIS ADVERTISING POLICY IN ORDER TO PROVIDE, ACCESS AND/OR USE THE SERVICES. IF YOU DO NOT ACCEPT THIS ADVERTISING POLICY IN ITS ENTIRETY, YOU MAY NOT PROVIDE, ACCESS OR USE THE SERVICES.

THE SECTION HEADINGS IN THIS ADVERTISING POLICY ARE INTENDED FOR CONVENIENCE AND REFERENCE ONLY AND ARE NOT INTENDED TO DEFINE, LIMIT, OR DESCRIBE THE SCOPE OR INTENT OF ANY PROVISIONS OF THIS ADVERTISING POLICY.

WORDS USED HEREIN IN THE SINGULAR, WHERE THE CONTEXT SO PERMITS, SHALL BE CONSIDERED TO INCLUDE THE PLURAL AND VICE VERSA. THE DEFINITIONS OF WORDS IN THE SINGULAR HEREIN SHALL

APPLY TO SUCH WORDS WHEN USED IN THE PLURAL WHERE THE CONTEXT SO PERMITS AND VICE VERSA.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to the Company that:

a. No information or content delivered by You or any of Your affiliates to the Company in support of this Advertising Policy will infringe on any copyright, trademark, patent, trade secret or other proprietary right held by any third party.

b. You will not use the Services in a manner that violates any law or regulation. Neither You nor any of Your affiliates will provide, access, use the Services for purposes of, or transmit via the Services:

(i) any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive or otherwise objectionable information, images, or other content of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or foreign law;

(ii) any chain letters, pyramid schemes or other deceptive, misleading, and/or fraudulent content;

(iii) any unsolicited commercial or non-commercial communication;

(iv) any emails with deceptive, misleading or false subject lines or header information that makes it difficult to identify the initiator of the email;

(v) any information containing a virus, Trojan horse, worm, or other harmful components;

(vi) or any materials that would be deemed Prohibited Content under this Advertising Policy.

c. Each list of email addresses provided by You or any of Your affiliates consists solely of intended recipients who (i) can or will be categorized as an “opt-in” recipient by his, her or its agreement with You to receive such information via email, and (ii) has not or will not have notified You or any of Your affiliates of his, her or its desire not to receive an email (i.e., no such person has “opted out” of the receipt of email with respect to You or Your products or services or any of Your affiliates or their products or services) (“Permitted Lists”).

d. Further, You warrant that advertising materials, as well as the offered products or services within, will not:

(i) be prohibited or restricted;

(ii) infringe any third party copyright, trademark, patent, or other proprietary rights;

(iii) violate any legislation or regulations in all applicable jurisdictions.

e. You represent and warrant that Your activity, advertising material and advertising campaigns will comply with all applicable law, rules, standards and regulations.

f. You are obliged to comply with requirements of all laws and regulations in all jurisdictions, engaged in the course of the advertising campaigns, including but not limited to the jurisdictions:

- where the advertising campaigns are carried out;
- where the advertising materials are promoted;
- where You are incorporated;
- where You conduct your commercial activity.

g. You represent and warrant that You bear full responsibility and the Company shall never be held responsible in the event that controlling authorities hold the Company liable for breach of the representations and warranties provided by you, or if an action is brought against the Company in regards to:

- advertising campaign; or
- advertising materials provided by the Advertiser or developed/changed and/or published by the Affiliate; and
- services or products offered by Advertiser.

PROHIBITED CONTENT

Company prohibits the provision of the Services, content and/or running of advertising campaigns by Advertisers, Affiliates or any other person or entity that:

- (i) Is fraudulent or misleading.
- (ii) Promotes, constitutes or facilitates illegal products, services, or related activities.
- (iii) Provides, sells or offers products, services or content frequently associated with unsolicited commercial email, a.k.a. spam.
- (iv) Provides material that is grossly offensive, including blatant expressions of bigotry, prejudice, racism, hatred or excessive profanity or post any obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable content.
- (v) Sells or promotes any products or services that are unlawful in the location at which the content is posted or received.
- (vi) Introduces viruses, worms, harmful code and/or Trojan horses on the Internet.
- (vii) Promotes, solicits or participates in pyramid schemes.
- (viii) Engages in any libelous, defamatory, scandalous, threatening, harassing activity.
- (ix) Posts any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information or assistance in causing or carrying out such violence.
- (x) Provides content, including images, of authors, artists, photographers or others without the express written consent of the content owner.

(xi) Infringe upon any rights, including intellectual property rights, of any third parties, including trademark, copyright, privacy, publicity, or any other personal or proprietary rights.

EMAIL, PERMISSION PRACTICES

a. Subscriber Opt Out.

Every email message transmitted by You must contain an "unsubscribe" link that allows subscribers to remove themselves from Your mailing list.

Permission Practices.

You agree to import, access or otherwise use only Permitted Lists in connection with Your provision, access to or use of the Services. You hereby covenant and agree that You shall not use any other lists in connection with Your use of the Services. If You have used any feature of the Services that allows You to request a recipient to confirm that You have his or her permission to send emails to him or her, and such recipient has not responded or does not respond affirmatively to such request for confirmation, You agree that You shall not send emails to that recipient. Without limiting the foregoing, You agree that You shall not utilize the Services to send any commercial electronic mail message (as that term is defined in the CAN-SPAM Act of 2003) to any person who has opted out or otherwise objected to receiving such messages from You or another sender on whose behalf You may be acting. You cannot mail to distribution lists, newsgroups, or spam or unsolicited email addresses. You are responsible for ensuring that Your email campaigns do not generate a number of spam complaints in excess of industry norms.

b. CAN-SPAN Act of 2003.

You shall use the Services only in compliance with this Advertising Policy, the federal CAN-SPAM Act of 2003 and regulations thereunder and all other applicable states, local and international laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws). Although, the Company has no obligation to monitor the content provided by You or Your use of the Services.

c. DATA PROTECTION

In case You ask end-users to provide personal data, which allows to identify their person, then you should collect, process and store such information according to the applicable data protection regulations.

You are responsible for complying with all consumer protection and data privacy laws with respect to such end user data, and will indemnify, defend, and hold harmless Company from and against any and all liabilities incurred by, arising out or related to Your failure to so comply.

ACCOUNT REGISTRATION

In order for Advertiser and Affiliates to participate (provide, access and/or use) in the Services, Company will require You to provide specific information about Yourself and (if applicable) Your business, in case of legal entity. You agree to provide true, accurate and complete information and to refrain from impersonating or falsely representing Your affiliation with any person or entity. You shall maintain with Company valid information about Yourself at all times. You shall be responsible for maintaining the confidentiality of Your account and password and shall be responsible for any and all transactions by users given access to such account or password and any and all consequences of use or misuse of such account and password. You shall be responsible for all actions by such users, including without limitation present and former employees, partners, agents and representatives, and shall indemnify Company for such actions as set forth in this Section.

Any information and documents, if such requested, supplied by You upon registering for the Services and any other information provided by You about Yourself and/or legal entity and authorized representative are subject to Company's Privacy Policy. You should review the Company's Privacy Policy, which is available on the Company's Website. The Company reserves the right to update or change the Privacy Policy from time to time at its sole discretion.

INDEMNIFICATION AND LIMITATION OF LIABILITY

You acknowledge and agree that you shall indemnify, defend and hold harmless the Company shareholders, officers, directors, employees, agents, accountants, attorneys, subsidiaries, assigns and successors from and against any and all third party claims, liabilities, damages, costs and expenses, including reasonable legal fees and expenses, arising out of:

- Your provision of Services under this Advertising Policy;
- advertising materials provided/developed/changed and/or published by You on media;
- technical functioning and maintenance of media used by You within the scope of the advertising campaign.

The Company makes no representations or guarantees and disclaims all duty and liability with respect to the advertising materials or any product or service offered therein.

The Company is not responsible for:

- the legality of the advertising materials, provided by the Advertiser or developed/changed and/or published by the Affiliate;
- defects and/or omissions in the goods and/or services offered in the advertising campaigns, advertising materials, or for any harm resulting from such defects and/or omissions;
- any consequential, ancillary, implicit, special or exemplary damages, including but not limited to lost profits or market opportunity.

The Company shall never be held responsible in the event that controlling authorities hold the Company liable for breach of the representations and warranties provided by You, or if an action is brought against the Company in regards to:

- advertising campaign; or
- media that are used by You; or
- advertising materials.

The Company shall never be held responsible for Your breach of any relevant laws or regulations, including, but not limited to applicable data protection and anti-spam regulations.

The Company does not receive, process or store by any means any personal data of end-users.

You are obliged to indemnify and hold harmless the Company against all third party complaints, losses, claims, costs or fees, or any damages or charges suffered or incurred by the Company in relation to any dispute caused against the Company under the applicable laws and regulations in relation to the protection of the personal data, including General Data Protection Regulation (EU) 2016/679 (GDPR) or similar internationally regulatory requirements as a result of Your failure to obtain the necessary legitimately ground for the processing of personal data of end-users if such is required.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ADVERTISING POLICY OR OTHERWISE, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ADVERTISING POLICY, ADVERTISING CAMPAIGNS, ADVERTISING CONTENT AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE).

IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OR ANY OTHER PROVISION IN THIS ADVERTISING POLICY, IN NO EVENT SHALL THE COMPANY BE LIABLE IN ANY RESPECT ARISING OUT OF OR IN CONNECTION WITH (A) THE PROVISION, USE OR INABILITY TO PROVIDE THE SERVICES BY AFFILIATES AND/OR USE THE SERVICES BY ADVERTISERS, (B) THE PROVISION OF THE SERVICES BY THE AFFILIATES, (C) ANY OF ADVERTISING CONTENT OR OTHER INFORMATION, PRODUCTS, SERVICES (D) ANY KIND OF ADVERTISING CAMPAIGNS OR (E) YOUR STATEMENTS OR CONDUCT BY YOUR OR ANY THIRD PARTY ON OR WITH RESPECT TO THE SERVICES. THE FOREGOING DISCLAIMER OF LIABILITY IS EFFECTIVE WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY TO YOU AND/OR ANY THIRD PARTY ARISING FROM OR RELATING TO THIS ADVERTISING POLICY EXCEED THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00), IN ANY AND ALL SITUATIONS.

TERMINATION

The Company, in its sole discretion, may terminate, disable or suspend Your account and Your provision, access and/or use of the Services, at any time and for any reason, including, without limitation, (i) if You breach this Advertising Policy, (ii) if Company is unable to verify or authenticate any information that You provide to Company; (iii) Company concludes in its sole discretion that Your use of or access to the Services may result in liability to Company or its suppliers or licensors, or (iv) upon Your bankruptcy or insolvency. If Company terminates Your account pursuant to (i), (ii), (iii) or (iv) above, You will forfeit all credits, pre-paid fees, and any other amounts accruing to You, if any, and Company shall not be required to refund, redeem, or pay any such or other amounts to You. Company shall have no liability to You or any third party because of such termination or action.

MISCELLANEOUS

ON THIS PAGE, YOU CAN ALWAYS FIND THE MOST UP-TO-DATE VERSION OF THE ADVERTISING POLICY. WE RESERVE THE RIGHT, AT OUR DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE ANY ELEMENT OF THIS ADVERTISING POLICY AT ANY TIME. IT IS YOUR

DUTY TO CHECK THIS PAGE FOR UPDATES ON A REGULAR BASIS. YOUR CONTINUED USE OF OR ACCESS TO THE COMPANY'S WEBSITE, PROVISION, USE OR ACCESS TO THE SERVICES AFTER THE PUBLICATION OF SUCH MODIFICATIONS CONSTITUTES YOUR BINDING ACCEPTANCE OF THOSE CHANGES. ON THIS PAGE, YOU CAN ALWAYS FIND THE MOST UP-TO-DATE VERSION OF THE ADVERTISING POLICY. WE RESERVE THE RIGHT, AT OUR DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE ANY ELEMENT OF THIS ADVERTISING POLICY AT ANY TIME. IT IS YOUR DUTY TO CHECK THIS PAGE FOR UPDATES ON A REGULAR BASIS. YOUR CONTINUED USE OF OR ACCESS TO THE WEBSITE, PROVISION, USE OR ACCESS TO THE SERVICES AFTER THE PUBLICATION OF SUCH MODIFICATIONS CONSTITUTES YOUR BINDING ACCEPTANCE OF THOSE CHANGES.

HOW TO CONTACT US

If you have any questions about this Advertising Policy, the practices of this Website, or your dealings with this Website, please contact us at: info@ditecta.com.