

Advertising Policy

PREAMBLE

This Advertising Policy (hereinafter – “Advertising Policy”) determines the relationship between OTSENE MEDIA OÜ (registered address: Harju maakond, Tallinn, Lasnamäe linnaosa, Pae tn 25-47, 11414, Estonia) (hereinafter – “Otsene”) and you (hereinafter – “You,” “Your,” “Affiliate” or “Advertiser”) and govern Your use or access to <https://www.otsenemedia.com/> (hereinafter – “Website”), the Website Materials, 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 keep a relationship with Otsene, You acknowledge that You have read, understood and agree to be bound by Terms and Conditions, Privacy Policy and this Advertising Policy. Otsene may update or modify this Advertising Policy at any moment at its sole discretion. You are solely and fully responsible for the monitoring any changes and/or amendments to this Advertising Policy.

If You continue to access or use of the Website or Services following such changes will be deemed acceptance of such changes to Advertising Policy.

DEFINITIONS

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

"Advertising campaign" means online advertising actions that are performed in order to generate conversions;

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

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

"Landing page" means the destination web page developed for Advertising campaigns in order to generate conversions;

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

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

"Online platform" means 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 hits the "close" symbol on a Landing page, the page should shut down 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, product, services or brand;
- Advertising materials are not permitted to 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 download of Advertising materials.

- Advertising materials may not include or link to a content, website that promotes or encourages any illegal activity:
 - 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 that the End User is unaware of; without the End User's explicit consent, may modify, damage, deactivate, or replace 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 the copyright, trademark, patent, or any other proprietary right owned by a Third Party;
- Advertising materials may not include or link, either directly or indirectly, to a website that contains 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 and 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, any right of privacy or publicity, and/or contain defamatory content;
- collect or allow for the collection of any personal information without the End User's explicit permission, whether via cookies or other means.;
- contain any prohibited content prescribed in Section below.

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

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

PROHIBITED CONTENT

Advertising material must not:

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

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

- The 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; nakedness; marketing of naked beaches, cruises, or resorts; sexual phrases and/or photographs of persons in postures or activities that are too suggestive or sexual; or provocative 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 against any organization, individual, or group of individuals;
- Hate speech that is intended toward a person or a group, regardless of the individual or group's color, gender, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language.

YOUR OBLIGATIONS

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

- comply with all laws and regulations in all jurisdictions, engaged in the course of Your business activity, service provision and Advertising campaign including but not limited to the jurisdictions:
 - where You conducts your activity;
 - where the Advertising campaigns are run;
 - where 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, provided by Advertiser or modified or created and published on the Media by Affiliate:
 - comply with all laws and regulations in the corresponding jurisdictions;
 - comply with all data protection regulations, including, but not limited to:
 - (EU) 2016/679 (General Data Protection Regulation) with all changes and amendments;

- CAN-SPAM Act of 2003 with all changes and amendments;
- comply with all intellectual property laws and regulations;
- are not illegal;
- do not infringe upon the intellectual property or personal rights of any Third Party;
- do not contain or link to any material which is harmful, threatening, defamatory, obscene, sexually explicit, harassing, promotes violence, promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability or age);
- do not contain any worms, viruses, trap doors, back doors, trojan horses, time bombs, cancelbots or any other computer code, files or programs designed to hijack, spam-ware, malware, spyware, etc.

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

- infringe any applicable act, law, regulation and/or code of conduct, including applicable privacy and marketing laws and regulations, industry standards in the applicable jurisdiction;
- infringe any Third Party's rights, including but not limited to intellectual property rights;
- be and/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 in the scope of any Advertising campaign;
 - is dishonest, incorrect, or makes fraudulent or unfair competitive claims, or makes unsupported claims or assertions that misrepresent the actual meaning or practical application of mentioned statements;
 - is a criminal crime or may result in civil responsibility, or breaches any relevant law, rule, or order of a court or tribunal;
 - use, endorse or promote Advertising materials, which is adult content, pornographic, obscene, excessively profane, racist, ethnically offensive, threatening, infringing, excessively violent, libelous, or discriminatory activity, promotes drugs or arms trafficking, counterfeiting money, violates export control laws, offensive;

- contain any worms, viruses, trap doors, back doors, trojan horses, time bombs, cancelbots or any other computer code, files or programs designed to hijack, spam-ware, malware, spyware, etc.

PRIVACY POLICY

You shall include a conspicuous link to Your privacy policy that meets all applicable laws, rules and regulations, on every Your 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 in relation to the protection of personal data.

In the scope of advertising activity and any Advertising campaign, You and Otsene have decided and agreed that the Otsene is not a processor nor a controller within the meaning of the privacy acts, including the GDPR, due to the reason that the Otsene does not receive, process, or store personal data of End Users.

You have to hold harmless and indemnify the Otsene against all Third Party complaints, losses, claims, costs or fees, or any damages or charges suffered or incurred by the Otsene in relation to any dispute caused against the Otsene 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 if such is requested.

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 Otsene harmless from and against any and all costs, damages, expenses, and/or other losses

(including reasonable attorney's fees), suffered or incurred by Otsene as a result of or in connection with:

- breach of this Advertising Policy;
- Advertising Material provided by Advertiser or modified or created and published by the Affiliate and products and/or services that are promoted within;
- any spyware or viruses that are originated on Your websites.

Advertiser and Affiliate have to indemnify, defend, hold harmless the Otsene and its corresponding representatives, directors, employees, shareholders, licensors, partners, and agents from any and all activities, claims, damages, liabilities, assertions, suits, judgments, verdicts, settlements, charges, and expenses, which include reasonable attorneys' fees and expenses, arising out of it or in relation to:

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

Otsene makes no representations or guarantees and disclaims all duty and liability with respect to the Advertising materials either provided by Advertiser or created/modified and published by the Affiliate and/or any product or service offered therein.

The Advertiser completely agrees that it shall be fully responsible for provided Advertising materials. This responsibility involves, but is not limited to the accuracy, correctness, reliability, and legality of Advertising materials that will be presented to End Users in the scope of Advertising campaigns. The Advertiser must ensure that the provided Advertising materials do not violate the rights of any Third Party or infringe on their interests, and are not defamatory or illegal. Otsene expressly releases all duties and obligations for the above.

Furthermore, Otsene will not be liable for any flaws or faults in the products or services supplied in the Advertising materials, or for any loss incurred as a consequence of such flaws or faults, under any circumstances. In addition, the Otsene has no control over, and will not be responsible for, the legality of Advertising materials, provided by the Advertiser or created/modified and

published by the Affiliate(s), and will not be liable for the consequences of the repercussions of such acts.

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

Under no circumstance should the Otsene 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, although such losses are entirely predictable and regardless of whether You has been warned of the probability of such damages.

Under no circumstance should the Otsene be responsible for defects and/or omissions in the goods and/or services offered in the Advertising campaign, Advertising materials, offers, and content, or for any harm resulting from such defects and/or omissions.

The Otsene is not responsible for the legality of the Advertising materials, provided by the Advertiser or created/modified and published by the Affiliate.

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

To the fullest extent permitted by applicable laws, the Otsene expressly disclaims all representations and warranties, expressly or impliedly, with reference to the work of its website, tracker system, programs, information, and Services, as well as all other matters that may arise during the course of this Advertising Policy performance.

You expressly release the Otsene and its corresponding representatives, directors, employees, shareholders, licensors, partners, and agents from any and all duties, obligations, claims and complaints in excess of the limitations defined out herein. If relevant legislation does not enable such restriction, the Otsene highest responsibility to You will be three hundred dollars (USD 300.00) in any and all situations.

CHANGES TO THIS ADVERTISING POLICY

Otsene reserves the right to amend this Advertising Policy at any moment; therefore, Otsene recommends that You review it on a regular basis.

Any updates will 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 via email info@otsenemedia.com.