

ADVERTISING POLICY

By accessing or using tactixadslp.com (the "Website") of TACTIX ADS LP, with the registered address 167-169 Great Portland Street, 5th Floor, London, W1W 5PF ("We," "Us," or "Our"), and being engaged in the providing of services in the scope of digital marketing and online advertising, you (collectively referred to as "Advertiser" and "Affiliate" – “you”, “your”) agree to undertake current Advertising Policy.

You may not be engaged in the providing of such services unless you agree to be bound by current Advertising Policy.

We ask you to read current Advertising Policy carefully before accessing or using the Website or services.

We require you to agree and undertake current Advertising Policy set forth below before accessing or providing services mentioned above.

You may not access or provide services mentioned above if you do not intend to undertake current Advertising Policy.

Current Advertising Policy is adopted by us with the awareness of your privacy and the protection of your personal information.

Our commitments and role are restricted to providing intermediary support with the promotion and placement of Advertising materials provided by the Advertiser or modified and/or created and published by the Affiliate on the Media.

Using or accessing the Website or being engaged in the providing of services mentioned above, after the posting of a modified Advertising Policy on the Website shall be considered your conclusive approval and acceptance of the modified Advertising Policy, including all additions, modifications, deletions and all other amendments.

We may make amendments current Advertising Policy, without prior notice to you and with no specified time. Such amendments shall be effective from the day of posting of the modified Advertising Policy on the Website.

DEFINITIONS

- **Offer** shall mean any type of Advertising material and Content owned by or licensed to the Advertiser, or modified and/or created and/or placed by the Affiliate, which is promoted by the Affiliate to generate Conversions.
- **Campaign** shall mean an advertising campaign, that involves specific actions designed to generate Conversions.
- **Advertising material** shall mean promotional information, including any embedded code, which may consist of audio, video, text, graphics or any combination thereof. Such material, together with other promotional content, is displayed on Media, websites and Online platforms to create Conversions as part of a specific Campaign.
- **End User** shall mean the individual who actually uses a particular product or service of the Advertiser.
- **Content** shall mean graphics, text, multimedia (such as graphic and video content) and other information licensed or owned by the Advertiser or modified and/or created by the Affiliate.
- **Online platform** shall mean a web application, public-facing internet website or digital application, including social media networks, ad networks, search engines, etc.

- **Conversion** shall mean a target action by the End User in favor of the Advertiser, such as installing a mobile application, subscribing to a service, generating a lead, purchasing a product or service.
- **Media** shall mean all of landing pages, websites, Online platforms, and email distribution lists utilized by the Affiliate to promote Advertising materials, Content and Offers to generate Conversions.

SPECIFIC REQUIREMENTS FOR ADVERTISING MATERIALS

You accept and agree that you are singly held responsible for the operation, development and maintenance of your Online platforms, websites, Media and for all Content, Advertising materials, and Offers that appear on them. Your responsibility includes, but is not limited to:

- (i) Modification, creation, and placement of Content, Advertising materials, and Offers;
- (ii) The technical operation of your Media, websites, Online platforms;
- (iii) Accuracy, correctness and reliability of Content, Advertising materials, and Offers posted on the websites, Online platforms, Media.

It is your obligation to ensure that Advertising materials, Content and Offers placed on the websites, Media, Online platforms do not breach any rights or infringe upon the interests of any third party and are not defamatory or illegal in any other way.

All of the Advertising materials, Content and Offers shall be in accordance with:

- Intellectual property regulations and laws;
- All regulations and laws in all applicable jurisdictions;
- Data protection regulations, including (EU) 2016/679 (General Data Protection Regulation) with all changes and amendments, CAN-SPAM Act of 2003, etc.

All of the Advertising materials, Content and Offers shall not comprise any kind of items that:

- Are inappropriate, offensive, discriminating or prohibited in any way whatsoever under valid laws;
- Infringe upon any rights, including intellectual property rights, of any third parties;
- Contain untrue, false or misleading information;
- Are considered as a criminal offense or could give rise to civil liability, or breach any applicable law, regulation, or order of any court or tribunal;
- Contain any viruses, trojan horses, trap doors, back doors, worms, time bombs, cancelbots, or any other computer code, files, or programs designed to interrupt, hijack, malware, spyware, spamware, destroy, limit, or adversely affect the functionality of any computer, computer software, mobile device, hardware, network, or telecommunications equipment of us and/or End Users;
- Are deceitful, defamatory, discriminating, libelous, abusive, intolerant, violent, prejudicial, fraudulent, obscene, misleading, or otherwise illegal;
- Are ethically offensive, infringing, adult content, pornographic, obscene, excessively profane, racist, threatening, excessively violent, libelous, or discriminatory activity, promote illegal drugs or arms trafficking, counterfeiting money, breach export control laws, offensive;

- Contain links to any other affiliate networks.

You accept and agree that we disclaim all responsibility and liability for all the mentioned above.

PROHIBITED CONDUCT

You shall not fulfill any Prohibited Conduct. If we suspect you to be involved in Prohibited Conduct we shall have the right to terminate our cooperation and your account right away. Accordingly, you may be subject to confiscation of any monies due, legal action by us, and any other recourse at our singly and absolute discretion.

The term “Prohibited Conduct” includes, but is not limited to, the following:

- Fulfilment of Services:

- (i) by incentivizing End Users with rewards, points, cash, prizes, or Content locking;
 - (ii) that are flagged as fraudulent;
 - (iii) any other activity generally understood to be abusive at our singly discretion;
 - (iv) that are not comply with current Advertising Policy or any instructions provided by us;
 - (v) through spyware, phishing, adware, instant messaging, hacking, cracking, click fraud, unsolicited commercial e-mail, illegal downloads of any kind; or
 - (vi) through anonymous proxy or VPN servers, automated scripts, bots or zombie networks;
- Fulfilment of services through any unlawful act or by way of deceptive practices, including breach the intellectual property, proprietary, or publicity rights of a third party.

- Fulfilment of services through e-mail marketing without complying with any and all applicable laws and regulations pertaining to the dissemination of e-mails in the applicable territory;

- Placing any Content, Advertising materials, and Offers on websites that do not have terms and conditions of use (or any related documents, such as terms and conditions; terms of use, etc.) and privacy policy;

- Fulfilment of services that may or will negatively influence our reputation or goodwill, at our singly discretion;

- Placing any Content, Advertising materials, and Offers on websites, Media, or Online platforms with content that promote, condone, reference, mention or contain profanity, sexually explicit material, hate material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, family status, or any other material deemed to be obscene or otherwise harmful to our reputation, as determined at our singly discretion.

We shall be entitled to report all known and/or suspected Prohibited Conduct to authorized parties. You accept and agree that we shall not held responsibility for the aftermaths of such reports and undertake that it shall be at our singly discretion to determine whether or not Prohibited Conduct is suspected or has occurred.

Moreover, you accept and agree to indemnify and hold us and our officers, employees, representatives, directors, successors, members, shareholders, contractors, agents and assigns harmless from and against all direct and indirect damages, costs, losses, liabilities, and expenses, including reasonable attorneys’ fees and costs, attributable to any such reports.

REGISTRATION OF AN ACCOUNT

You have to submit an application through our Website in order to become an Advertiser or Affiliate.

You have to faithfully complete the application and provide any future updates to be considered as an Affiliate or Advertiser. You have not to use aliases or any other tactics to conceal or cover your true contact information or identity.

We will inform you If you have been accepted or rejected as an Advertiser or Affiliate after reviewing your application.

It is singly at our decision to approve or reject your application. You are aware we are not obligated to provide any reasoning for our decision.

RESTRICTED ACCESS AND TERMINATION OF ACCOUNT

We are entitled singly at our decision to limit or cancel access to your account without prior notice.

You accept and agree that it is your responsibility to protect the confidentiality of information provided by us. Such information consists of login information (username and password) to access the account.

In case if any person, directly or indirectly receives your login information, it is prohibited from using it for any intention.

We are entitled to terminate or suspend your account for any reason, including the case If a breach of current Advertising Policy or our Terms and Conditions of Use has occurred.

You admit that you are singly held responsibility for any and all actions that take place under your login information.

WARRANTIES AND COVENANTS

By current statement you warrant, represent and covenant to us that:

- You shall not and will not enter into any agreement that is inconsistent with the commitments stipulated by current Advertising Policy;
- You have no limitations that would reduce your ability to fulfil your commitments and grant all rights stipulated by current Advertising Policy;
- You have all the necessary authority and power to enter into and fulfil your commitments under current Advertising Policy;
- None of your websites, Media, Online platforms, and/or Content, Advertising materials, Offers will, when viewed or clicked on by an End User, cause such End User's computer to download any software application;
- None of your Online platforms, Advertising materials, websites, Media and/or Content and Offers will breach any applicable regulation, act, law and/or code of conduct, including applicable privacy and marketing laws and regulations, industry standards in the applicable jurisdiction;
- None of your Online platforms, Advertising materials, websites, Media and/or Content and Offers will breach any rights of any third party, including but not limited to intellectual property rights;

- None of your Online platforms, Advertising materials, websites, Media and/or Content and Offers will contain any viruses, trap doors, back doors, worms, Trojan horses, Easter eggs, time bombs, cancelbots, or any other computer code, files, or programs designed to interrupt, hijack, malware, spyware, spam-ware, destroy, limit, or adversely affect the functionality of any computer, computer software, mobile device, hardware, network, or telecommunications equipment and may potentially damage or interfere with Our or End User's equipment or programs on it;

- None of your Online platforms, Advertising materials, websites, Media and/or Content and Offers will be and/or link to any content that is obscene, fraudulent, defamatory, misleading, or illegal in any other way;

- None of your Online platforms, Advertising materials, websites, Media and/or Content and Offers will include any item that:

(a) promotes, endorses or uses Content which is racist, ethnically offensive, obscene, adult content, pornographic, excessively profane, infringing, excessively violent, libelous, or discriminatory activity, promotes illegal drugs or arms trafficking, counterfeiting money, breaches export control laws, or is offensive in any other way;

(b) would be considered as a criminal offense or could lead to civil responsibility, or breaches any applicable law, regulation, or order of any court or tribunal;

(c) is inaccurate, misleading or that makes dishonest, fraudulent or unfair competitive claims or that makes insufficiently supported claims or claims that misrepresent the true meaning or practical application of statements made.

You guarantee that we will never held responsibility to any state controlling authorities and/or third parties If you violate any of your warranties. If we are held responsibility by controlling authorities for violation of those warranties given by you, or if an action is brought against us with regard to your Online platforms, Advertising materials, websites, Media and/or Content and Offers, we shall never held responsibility and you shall bear all responsibility and reimburse us for any and all losses incurred by such action.

You accept and agree to bear the burden of proving to us that you and/or your Online platforms, Advertising materials, websites, Media and/or Content and Offers are not engaged in the breaches specified under current paragraph.

You guarantee and warrant not to use automated tools, including scripts, robots or spiders for the generation of inquiries or to collect information from our interface or End Users.

You guarantee that you shall not:

- Send unsolicited commercial e-mail (SPAM) (i.e., you will send commercial e-mails in connection with any promotion of Offers only to those e-mail addresses that have consented to receive such commercial e-mails in obedience to the demands of applicable regulations including (EU) 2016/679 (General Data Protection Regulation));

- Use the Website differently that which is specifically under current Advertising Policy;

- Promote via Online platforms, Advertising materials, websites, Media and/or Content and Offers any kind of pornographic, racial, ethnic, political, software pirating or hacking, hate-mongering, or in any other way objectionable or unlawful content, or any other inappropriate content;

- To be involved in any kind of deceitful, misleading, or other inequitable trade practices, or fraudulent or other illegal practice when promoting any Offer.

You are aware that violation of any of the aforementioned representations and covenants may, in our single discretion, result in the instant termination or suspension of our partnership with you. In such case, you shall forfeit all rights to any compensation theretofore owed to you by us.

You guarantee and warrant that you shall conduct the Campaign in obedience to the highest industry standards.

The aforementioned rights shall be as well as any other remedies available to us. You accept and agree that we shall not held responsibility for your breach of any applicable regulations and laws including, without limitation, the (EU) 2016/679 (General Data Protection Regulation), the CAN-SPAM Act.

DISCLAIMER, LIABILITY AND INDEMNIFICATION

You accept and agree that we do not guarantee and warrant the results of using our services, including but not limited to, the results of any Campaign.

You accept, agree and assume all risk and liability with current regard.

You accept and agree that we shall not held responsibility for the activities or conduct of the Advertiser/Affiliate concerning cooperation, any ongoing Campaigns, advertising materials, and offers.

You accept and agree that you are fully responsible in case when the advertising material and/or content in a Campaign and/or offers are deemed invalid or unlawful in any applicable jurisdiction.

You are strictly forbidden from using any devices, means or arrangements to perform fraud, breach any applicable law, interfere with End Users, or falsify information in regard with the Campaign.

You shall indemnify, defend and hold us, our affiliates, and their respective officers, shareholders, directors, licensors, members, employees, suppliers, and agents harmless against any and all damages, liabilities, actions, suits, demands, losses, claims, judgments, settlements, costs, and expenses, including reasonable attorneys' fees and costs, arising out of or in regard with:

- a) your breach of any rights of another individual and/or entity;
- b) any claim with regard to the advertising materials, content and offers;
- c) any misuse by you, or by a third party under your reasonable control or obtaining access through you, of the content, advertising materials, or offers;
- d) any violation of your warranties, representations, covenants, restrictions, or commitments under current Advertising Policy.

Under no circumstances we bear responsibility for defects and/or faults in the products and/or services offered in the content, Campaign, offers and advertising materials, or for any damage caused in this connection.

Under no circumstances will we or any of our licensors, affiliates, subsidiaries or suppliers bear responsibility for any punitive, special, direct, indirect, consequential or incidental damages resulting from, arising out of, or in regard with the fulfilment or use of, or inability to fulfil use the service.

Moreover, we have no control over, and shall not bear responsibility for the legality of the content of the Campaign, offers, and advertising materials either provided by the Advertiser or created and/or modified and/or placed by the Affiliate.

You accept and agree to release us and all of our third-party providers from any and all commitments, liabilities, and claims in excess of the restriction stated herein.

If applicable law does not permit such restriction, our maximum liability to you for any and all claims arising under current Advertising Policy will be five hundred dollars (\$500.00).

FRAUD AND SCAMS

You are forbidden from breach of any applicable law, interfering with third parties, or falsifying information.

Any attempt or act of fraud will result in the instant suspension of your account and the withholding of any amounts owed to you by us.

You accept and agree that any of the following actions by you or any third party directly or indirectly controlled by you will result in the termination of your account without pay, including all commissions owed to you by us (if applicable). Moreover, you will be barred from taking part in any of our programs in the future:

- Spreading of unsolicited bulk e-mail, chatrooms, instant messages, newsgroups, or any other form of SPAM;
- Using photographs, names or any other celebrity-related information, including false third-party endorsements by celebrities or spreading false rumors about any person/celebrity, to transmit advertisements to users;
- Usage of prohibited material in hidden meta tags, graphics, links, text or any HTML;
- Providing incorrect or insufficient account information and hijacking traffic;
- Making spurious representations or attempting to cheat, mislead or defraud us in any way;
- Being involved in any activity or system that creates signups or fraudulent hits;
- Any breach or infringement of the rights of any person or entity, including but not limited to, right of publicity, patent, copyright, trademark, right of privacy, or any other intellectual, personal, or property rights;
- Using unfair and/or fraudulent advertising;
- Buying or bidding on online advertising tools/schemes that include or are embarrassed with any third party's trademarks, service marks, or URLs due to their similarities;
- Trading of illegal material such as rape, violence, child pornography or any other criminal conduct.

QUESTIONS AND REQUESTS

To contact us with any questions or requests about the Advertising Policy, please send an email to the following address: info@tactixadslp.com.