

ADVERTISING POLICY

Welcome to our Website <https://targetsmarketagency.com>.

The purpose of this Advertising Policy, elaborated by company **Target Market Agency LP**, located at: Inniscarra, Main Street, Rathcoole, Dublin, D24 E029, Republic of Ireland (the “Company”, “We”, “Our”, “Us”), to set out high-level rules and principles, together with a decision-making framework and criteria, governing the advertising activity of Advertisers, Affiliates and others involved parties in the processes of Advertising Campaigns (Advertises, Affiliates – individually; You, Your, Yours - collectively).

You shall comply with the Advertising Policy, as amended from time to time. Continued access and/or use of the Website, request, use and provision of Services shall be considered acceptance of the most recent Advertising Policy, Terms of Services and our Privacy Policy by You.

Any Advertising Campaign shall adhere to the provisions of this Advertising Policy.

If You violate this Advertising Policy, We may suspend or terminate Your account.

DEFINITIONS.

“**Ads**” means online advertisements.

“**Advertiser**” means a physical person or the legal entity that offers services or products to End customers.

“**Advertising Campaign**” means a specifically designed strategy and planned series of advertisement actions in order to generate Conversions.

“Affiliate” means a physical person or the legal entity that places Promotional content and promotes it through the Online Advertising Platforms in order to generate Conversions as per Advertiser’s orders.

“Conversion” means activities made by End customers in favor of the Advertiser, namely subscription to services, lead generation, purchase of product or services, download of application, installation of a mobile application, etc.

“End customer” means the person who purchases, download, subscribe and undertake other actions with regard to a targeted product or service offered by the Advertiser.

“Landing page” means a separate web page created in the scope of Advertising Campaign, where End customers land after clicking on the Promotional content that generates Leads.

“Lead” means an action taken by End customers in favor of Advertiser’s products or services, which can be the registration on the website, signing up for the purchase of products or services, subscription to a newsletter, service, a download or an install of software, installation of a mobile application, filling of a contact or callback form, and other similar actions, all of which are intended to achieve a targeted result as requested by Advertiser.

“Online Advertising Platform” means Internet resource, where Promotional content may be placed, including internet website, landing pages, web application, the social media network, ad network, search engine, etc.

“Promotional content” means promotional and advertising materials, information, a promotional message provided by the Advertiser or developed, changed, and/or placed by the Affiliate that may contain text, audio, video, graphics, or any combination thereof that is displayed on Online Advertising Platforms for Lead and Conversion generation in the scope of arranged Advertising Campaign.

“Social Media” means all forms of social media places on the social network.

“Social Network” means interactive multiuser site, the content of which is made by network participants. Such a site allows groups of users, united by any common interests, to communicate with each other, this notion refers to such social networks as Facebook, Google+, LinkedIn, Instagram, Tick Tock, Twitter, etc.

“**Third Party**” means a physical person or legal entity that is not a Company or You.

ACCOUNT REGISTRATION.

To start the provision of advertising services You shall create an account by taking actions and meeting the requirements below listed:

- (i) submit cooperation request via the form on Company’s Website or through other communication methods by filling in the correct and truthful requested information;
- (ii) provide complete, truthful, and valid information and documents requested by Company;
- (iii) thoughtfully read and accept agreement provided by the Company;
- (iv) fill complete, truthful and valid information in the agreement;
- (v) sign the agreement by the authorized signatory and send it back to the Company.

You are eligible and have a right to submit a cooperation request and sign the agreement if only:

- (i) an individual is an adult of legal age of majority in the applicable jurisdictions and has the legal capacity to enter into an agreement, acquire rights and incur obligations arising from it. The individual, who provides information, accepts, and signs agreement, acknowledges that possesses eligibility to enter into this agreement and carry out rights and obligations under it.
- (ii) legal entity possesses full legal status and capacity for it. Individual, who signs the agreement on behalf of You shall be properly authorized for it.

You acknowledge that bear full and absolute responsibility for providing true and accurate information and documents to the Company.

The Company has the right at its sole discretion to reject the request for the cooperation received from You for any reason and without obligation to provide information or notification about the reason.

PROHIBITED CONTENT.

The rules and principles of this Advertising Policy prohibits Advertising Content that:

- (i) is unlawful or promotes unlawful activities;
- (ii) is unlawful or promotes illegal goods or services;
- (iii) is or contains sexually obscene content;
- (iv) is libelous, defamatory, or fraudulent, pornographic or sexually explicit;
- (v) is discriminatory or abusive toward any individual or group;
- (vi) promotes violence, discrimination, hatred, copyright protection circumvention, unlawful subject matter or activities;
- (vii) promoting or supporting terrorism or violent extremism;
- (viii) is gratuitously depicts or glorifies violence, including violent images;
- (ix) is or contains false, inaccurate, or intentionally deceptive information that is likely to adversely affect the public interest (including health, safety, election integrity, and civic participation);
- (x) directly supports unlawful active attack or malware campaigns that are causing technical harms — such as using Our platform to deliver malicious executables or as attack infrastructure, for example, by organizing denial of service attacks or managing command and control servers — with no implicit or explicit dual-use purpose prior to the abuse occurring;
- (xi) shares unauthorized product licensing keys, software for generating unauthorized product licensing keys, or software for bypassing checks for product licensing keys, including an extension of a free license beyond its trial period;
- (xii) infringes any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights;

(xiii) violates any Intellectual Property Right or another proprietary, privacy, contract, or legal right of any Third Party;

(xiv) contains emails that violate the CAN-SPAM Act or other anti-spam laws;

(xv) violates any applicable law, rule, or regulation.

PROHIBITED ACTIONS.

In the scope of any Advertising Campaign and advertising activity, You will not, and will not allow any Third Party to:

(i) promote or depict illegal activity or violence directly or indirectly generate queries, or impressions of or clicks on Ads through any automated, deceptive, fraudulent or other invalid means (including, but not limited to, click spam, robots, Internet agents, etc);

(ii) encourage or require End customers or any other persons, either with or without their knowledge, to click on Ads through offering incentives or any other methods that are manipulative, deceptive, malicious or fraudulent;

(iii) mimick valid activity, including through both human and non-human agents;

(iv) use automatic Ad refreshing, pop-ups and pop-unders, or hijacking of an End customers browser;

(v) offer incentives;

(vi) engage in any other fraudulent activity;

(vii) advocate against a particular group;

(viii) infringe a Third Party's rights;

(ix) introduce viruses, spyware, and malware;

(x) promote sexually explicit content;

(xi) promote illicit drugs and drug paraphernalia;

(xii) promote weapons or ammunition;

(xiii) promote alcohol;

- (xiv) promote Ads that could harm minors in any way;
- (xv) harass, abuse, threaten, or incite violence towards any individual or group;
- (xvi) promote any illegal content;
- (xvii) promotes activity that is illegal, misleading, inaccurate, or infringes on the legal rights of others.

YOUR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES.

Advertiser, Affiliate are obliged to ensure and guarantee that Your business activity and Promotional content provided by Advertiser or developed, changed and/or placed by the Affiliate are not prohibited and meet all following requirements:

- (i) Promotional content must adhere to all applicable laws and regulations in all territories where the Advertising Campaigns are conducted.
- (ii) Promotional content must not be fraudulent or misleading.
- (iii) Promotional content must not constitute, facilitate, or promote illegal products, services, or activities.
- (iv) Promotional content must not discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, colour, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, medical or genetic condition.
- (v) Promotional content in the scope of any and all Advertising Campaigns will not infringe upon any rights, including intellectual property rights, of any Third Parties, including copyright, trademark, privacy, publicity, or other personal or proprietary rights.
- (vi) Promotional content in the scope of any and all Advertising Campaigns must not be deceptive, defamatory, discriminatory, offensive, improper, libelous, abusive, intolerant, violent, prejudiced, fraudulent, obscene, misrepresentative, or otherwise illegal, or forbidden in any way under the laws in effect.
- (vii) Promotional content shall not contain any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots, or 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.

(viii) Promotional content must not be considered a criminal offense, should not give rise to civil responsibility, nor should it violate any applicable law, regulation, or order of a court or other body.

(ix) You shall follow the requirement of anti-spam regulation, CAN-SPAM requirements, including: (1) no false or misleading header information; (2) no deceptive subject line; (3) the inclusion of a functioning opt-out mechanism; (4) clear and conspicuous identification that the message is an advertisement or solicitation, inclusion of a clear and conspicuous opt-out notice, and inclusion of a valid physical postal address of the person/entity; and (5) placement of warning labels if the commercial e-mail contains sexually-oriented material.

(x) You are fully and absolutely responsible for understanding and complying with all applicable laws and regulations in each and all territories where the Advertising Campaigns are conducted and Promotional content is presented.

DATA PROTECTION.

You guarantee to comply with applicable privacy and data protection laws governing the processing and storage of personal data.

The Company is not a processor nor a controller within the meaning of the privacy acts rules, including the General Data Protection Regulation (EU) 2016/679 (GDPR), since the Company does not receive, process or store personal data from End customers.

You confirm that You shall comply with the GDPR and all relevant implementing legislation when processing the personal data of the End customers.

You shall be solely responsible for compliance with all relevant laws and regulations, including but not limited to applicable laws and regulations related to

the collecting, processing, and transfer of personal data, such as the General Data Protection Regulation (GDPR). In the event that Company receives a complaint against it under the GDPR or similar worldwide regulations as a result of Your failure to obtain the necessary lawful ground for processing any personal data, You shall indemnify and hold Company harmless from and against any and all Third Party claims, damages, losses, costs or expenses, or any damages or costs awards sustained or incurred by Company as a result of Your failure to obtain the necessary lawful ground for processing any personal data.

DISCLAIMERS.

In no circumstance will Company or its subsidiaries, directors, officers, employees, agents, designees, contractors, affiliates, successors and assigns be liable for any direct, indirect, consequential, punitive, special, or incidental damages resulting from, arising out of, or in connection with the performance or use of Advertising Campaign.

The Company makes no representations or warranties on the legality of Promotional content provided by Advertiser or developed and/or changed, and/or placed by the Affiliate and does not undertake any such obligations and Advertiser and Affiliate understand and accept that they bear whole responsibility as well as the burden of proof that Promotional content provided by Advertiser developed and/or changed, and/or placed by the Affiliate comply with all valid legal regulation, including consumers protection act, in all involving territories in the scope of Advertising Campaigns.

The Advertiser and Affiliate explicitly acknowledge, understand, and accept that Company shall not be liable for any Promotional content provided by Advertiser and/or developed and/or changed, and/or placed by the Affiliate, for any direct or indirect, consequential, punitive, special, or incidental damages, actions, demands, losses, obligations, claims, suits, judgments, settlements, costs, and expenses, caused by, resulting from, arising out of, or in connection with the deceitfulness or unlawfulness of Promotional content provided by Advertiser and/or developed and/or changed, and/or placed by the Affiliate. It is understood and agreed upon by

both the Company and You that the Company disclaims all liability and obligation for the aforementioned.

Company expressly disclaims any obligations to defend, indemnify, or hold Advertiser and Affiliate harmless in connection with any legal proceeding or other proceedings arising from the Advertising Campaign, Promotional content provided by Advertiser and/or developed and/or changed, and/or placed by the Affiliate, Online Advertising Platform exploiting by the Affiliate or from any part of the Advertiser and Affiliate's activity.

You warrant that the Company will never be held liable to any government controlling authorities and Third Parties if You fails to comply with the representations and warranties set forth in this Advertising Policy.

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 respect of:

- Promotional content Provided by Advertiser or developed and/or changed and/or placed by the Affiliate, or
- Advertising Campaign, or
- Online Advertising Platforms, exploiting by Affiliate.

You shall bear all liability, participate in all proceedings, and reimburse the Company for any and all losses incurred as a result of any such action.

Company does not warrant, endorse, guarantee, or assume responsibility for any product or service provided by Advertiser and advertised by Affiliate in Promotional content through the Online Advertising Platform, any hyperlinked website, or any website or mobile application featured in any banner or other advertising.

In no case will Company be responsible for any flaws or faults in the products or services provided in the Promotional content, or for any damage caused as a result of such defects or faults.

The Company also has no control over, and will not be responsible for, the legality of any Promotional content provided by the Advertiser or developed and/or changed, and/or placed by the Affiliate and will not be liable for the consequences of such actions.

LIMITATION OF LIABILITY.

Company, its subsidiaries, directors, officers, employees, agents, designees, contractors, affiliates, successors and assigns shall not be responsible for any exemplary, consequential, special, indirect, incidental, punitive, or similar damages, including without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, loss of data, or business interruption, arising out of or in connection with any Advertising Campaign.

In no event shall the maximum aggregate liability of Company, its subsidiaries, directors, officers, employees, agents, designees, contractors, affiliates, successors, and assigns arising out of or in connection with this Advertising Policy exceed 300 (three hundred) USD. The above limitation of responsibility shall apply regardless of whether the claim or cause of action is based on a breach of contract, negligence, tort, errors and omissions, copyright, trademark, patent, or any other claim or cause of action under which such damages are declared.

FINAL PROVISIONS.

Wherever the singular is used in this Advertising Policy, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

The captions contained in this Advertising Policy are for reference purposes only and are not part of this Advertising Policy.

Any part, provision, representation or warranty of this Advertising Policy which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Advertising Policy which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

QUESTION, COMPLAINTS, CONCERNS.

If You have any queries, comments, complaints or requests regarding this Advertising Policy please do not hesitate to contact Us at: info@targetsmarketagency.com.