

ADVERTISING POLICY

This Advertising Policy is promulgated by CHOICE DIGITAL LP, a partnership incorporated under the laws of Canada ("the Company," "we," "us," or "our"). It establishes the overarching principles, rules, and a framework for decision-making that governs the advertising activities undertaken by Advertisers, Affiliates, and other relevant parties involved in Advertising Campaigns on our website, <https://choicedigitalp.com/>. For the purposes of this document, Advertisers and Affiliates are referred to individually, while collectively addressed as "you," "your," or "yours."

By accessing or using our website, requesting, using, or providing services through us, you acknowledge and consent to be bound by the most current version of this Advertising Policy, in conjunction with our Terms of Service and Privacy Policy. This Policy may be amended periodically and it is your responsibility to remain informed of such changes.

All advertising campaigns initiated under this policy must strictly conform to its stipulations. Failure to adhere to these stipulations may result in the suspension or termination of your account with us.

Definitions

"Ads" refer to any form of online advertisements.

"Advertiser" is defined as an individual or legal entity offering products or services to end customers.

"Advertising Campaign" entails a bespoke strategy and a series of planned advertising actions aimed at generating conversions.

"Affiliate" refers to an individual or entity that disseminates promotional content and executes promotion through Online Advertising Platforms as directed by an Advertiser to generate conversions.

"Conversion" encompasses any activity performed by end customers that benefits the Advertiser, including but not limited to subscriptions, lead generation, purchases, downloads, and app installations.

"End Customer" is a consumer who engages with a product or service promoted by the Advertiser through purchase, download, subscription, or other actions.

"Landing Page" is a specific web page designed within an Advertising Campaign where end customers arrive after engaging with promotional content, leading to lead generation.

"Lead" refers to any action by an end customer that benefits the Advertiser's products or services, such as registrations, sign-ups, subscriptions, downloads, installations, or filling out contact forms.

"Online Advertising Platform" includes any digital platform where promotional content can be hosted, such as websites, landing pages, web applications, social media networks, ad networks, and search engines.

"Promotional Content" includes any promotional and advertising materials provided by the Advertiser or created, altered, and/or deployed by the Affiliate, potentially including text, audio, video, graphics, or any combination thereof, displayed on Online Advertising Platforms for the purpose of generating leads and conversions.

"Social Media" encompasses all types of social media platforms found on social networks.

"Social Network" is an interactive, multi-user site whose content is generated by its users. It enables groups united by common interests to interact and includes platforms such as Facebook, Google+, LinkedIn, Instagram, Tick Tock, Twitter, etc.

"Third Party" refers to any individual or legal entity that is neither part of the Company nor categorized under "you."

This Advertising Policy is crafted to ensure that all parties involved in the advertising processes on our platforms adhere to ethical and legal standards, maintaining the integrity and effectiveness of advertising efforts.

Account registration

To commence the provision of advertising services, you are required to establish an account by completing the following steps:

- a. Submit a cooperation request either through the designated form on the Company's website or via alternative communication methods, ensuring all requested information is provided accurately and truthfully.
- b. Supply the Company with complete, truthful, and valid documentation and information as required.
- c. Carefully read and agree to the terms set forth in the agreement provided by the Company.
- d. Accurately complete the agreement with truthful and valid information.
- e. Execute the agreement via an authorized signatory and return the signed document to the Company.

You are deemed eligible and authorized to submit a cooperation request and sign the agreement only under the following conditions:

- a. **Individuals:** Must be adults of legal age and possess the legal capacity to enter into contracts, acquire rights, and assume obligations as stipulated by the agreement. The individual must acknowledge their eligibility and capacity to undertake the responsibilities outlined in the agreement.
- b. **Legal Entities:** Must have full legal status and capacity. The individual signing the agreement on behalf of the entity must have the proper authorization.

You acknowledge full and absolute responsibility for the authenticity and accuracy of all information and documents provided to the Company. The Company retains the right to reject any request for cooperation at its sole discretion, without the obligation to disclose or discuss the reasoning for such rejection.

Your obligations, representations, and warranties

As an Advertiser or Affiliate, you are required to ensure and warrant that your business activities and the promotional content you provide or develop, modify, and/or place comply with the following stipulations:

- a. **Legal Compliance:** All promotional content must adhere to applicable laws and regulations in all jurisdictions where the advertising campaigns are conducted.
- b. **Accuracy and Honesty:** Promotional content must not be fraudulent or misleading.
- c. **Legality of Content:** Promotional content must not constitute, facilitate, or promote illegal products, services, or activities.
- d. **Non-discrimination:** Promotional content must not discriminate or encourage discrimination against individuals based on race, ethnicity, color, national origin, religion, age, sex, sexual orientation, gender identity, family status, disability, or medical/genetic conditions.
- e. **Respect for Rights:** Promotional content must not infringe upon any third-party rights, including but not limited to intellectual property rights, privacy, publicity, or other personal or proprietary rights.
- f. **Content Standards:** Promotional content must not be deceptive, defamatory, discriminatory, offensive, improper, libelous, abusive, intolerant, violent, prejudiced, fraudulent, obscene, misrepresentative, or otherwise illegal or forbidden under any applicable laws.
- g. **Prohibition of Harmful Code:** Promotional content must not contain viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots, or any other harmful computer code, files, or programs that could interrupt, hijack, destroy, limit, or adversely affect the functionality of any computer software, hardware, network, or telecommunications equipment.
- h. **Legal Responsibility:** Promotional content must not constitute a criminal offense, lead to civil liability, or violate any law, regulation, or judicial or regulatory order.

i. **Anti-Spam Compliance:** You must comply with anti-spam laws and CAN-SPAM Act requirements, which include: ensuring no false or misleading header information; avoiding deceptive subject lines; including a functioning opt-out mechanism; clearly and conspicuously disclosing that the message is an advertisement; providing a clear and conspicuous opt-out notice; including a valid physical postal address of the sender; applying warning labels if the email contains sexually-oriented material.

j. **Comprehensive Legal Understanding:** You are fully and absolutely responsible for understanding and complying with all applicable laws and regulations concerning your advertising campaigns and promotional content across all territories where such activities occur.

These obligations are designed to ensure that all promotional activities uphold the highest standards of integrity, legality, and ethical conduct, thereby protecting consumers and maintaining the trustworthiness of the advertising environment.

Prohibited content

This Advertising Policy explicitly prohibits the following types of Advertising Content:

- a. Content that is unlawful or promotes illegal activities.
- b. Content promoting illegal goods or services.
- c. Sexually obscene materials; libelous, defamatory, fraudulent, pornographic, or sexually explicit content.
- d. Content that is discriminatory or abusive towards any individual or group.
- e. Violations of any intellectual property or other proprietary rights, privacy rights, contracts, or legal rights of any third party.
- f. Content containing emails that violate the CAN-SPAM Act or other anti-spam laws.
- g. Any content that breaches applicable laws, rules, or regulations. Content that promotes violence, discrimination, hatred, or unlawful activities, including circumvention of copyright protection.
- h. Content promoting or supporting terrorism or violent extremism.
- i. Content that gratuitously depicts or glorifies violence.
- j. Misleading, false, or deceptive content likely to adversely affect public interest (e.g., impacting health, safety, election integrity, and civic participation).
- k. Content supporting unlawful active attacks or malware campaigns that cause technical harm, such as using our platform to deliver malicious executables or organizing denial of service attacks without a legitimate prior use.
- l. Distribution of unauthorized product licensing keys or software that bypasses licensing checks.
- m. Content infringing any proprietary rights, including patents, trademarks, trade secrets, copyrights, rights of publicity, or other rights.

These provisions are designed to ensure that the registration and use of accounts on our platform adhere to legal and ethical standards, protecting the platform and its users from harmful or illegal activity.

Prohibited actions

In connection with any Advertising Campaign and related activities, you and any Third Party are expressly forbidden from engaging in the following actions:

- a. **Illegal Activity and Violence:** Promoting or depicting illegal activity or violence, directly or indirectly; generating queries, impressions, or clicks on ads via any automated, deceptive, fraudulent, or otherwise invalid means, including but not limited to click spam, robots, and internet agents.
- b. **Manipulative Tactics:** Encouraging or requiring end customers or any other persons, knowingly or unknowingly, to engage with ads by offering incentives or using manipulative, deceptive, malicious, or fraudulent methods.

- c. Mimicking Valid Activity: Imitating legitimate user interactions through both human and non-human agents.
- d. Prohibited Ad Behaviors: Utilizing automatic ad refreshing, employing pop-ups and pop-unders, or hijacking an end customer's browser.
- e. Offering Incentives: Providing incentives to users to engage with ads or content.
- f. Engagement in Fraudulent Activities: Participating in or facilitating any form of fraudulent activity.
- g. Discriminatory Advocacy: Advocating against any particular group based on race, gender, religion, nationality, disability, sexual orientation, or age.
- h. Infringement of Rights: Violating the rights of a third party, including intellectual property, privacy, or other personal or proprietary rights.
- i. Malware Risks: Introducing viruses, spyware, malware, or other malicious software that could harm user devices or data.
- j. Sexually Explicit Content: Promoting sexually explicit content.
- k. Illicit Drugs and Paraphernalia: Advertising illicit drugs and related paraphernalia.
- l. Weapons and Ammunition: Promoting the sale or use of weapons and ammunition.
- m. Alcohol Promotion: Advertising alcoholic beverages.
- n. Content Harmful to Minors: Promoting content or ads that could harm minors in any way.
- o. Harassment and Violence: Harassing, abusing, threatening, or inciting violence against any individual or group.
- p. Promotion of Illegal Content: Advertising any illegal content.
- q. Illegal and Misleading Activities: Promoting activities that are illegal, misleading, inaccurate, or that infringe on the legal rights of others.

These restrictions are imposed to maintain the integrity and safety of the advertising environment on our platform, ensuring compliance with legal standards and protecting the rights and well-being of all users and third parties involved.

Disclaimers

Under no circumstances shall the Company, including its subsidiaries, directors, officers, employees, agents, designees, contractors, affiliates, successors, and assigns, be liable for any direct, indirect, consequential, punitive, special, or incidental damages arising from or related to the performance or use of any Advertising Campaign.

The Company makes no representations or warranties regarding the legality of the Promotional Content provided by the Advertiser or developed, altered, and/or placed by the Affiliate. The Company assumes no obligation to verify the legality of such content. Advertisers and Affiliates bear full responsibility and the burden of proof to ensure that their Promotional Content complies with all applicable legal regulations, including consumer protection laws, in all relevant territories involved in the Advertising Campaigns.

The Advertiser and Affiliate acknowledge and accept that the Company shall not be liable for any damages, whether direct, indirect, consequential, punitive, special, or incidental, nor for any claims, losses, or other liabilities arising from the deceitfulness or unlawfulness of Promotional Content. Both parties agree that the Company disclaims all liability related to such content.

The Company expressly disclaims any obligations to defend, indemnify, or hold the Advertiser and Affiliate harmless in connection with any legal proceedings arising from the Advertising Campaigns, the Promotional Content, the use of Online Advertising Platforms by the Affiliate, or any related activities.

The Company will not be held liable to any government controlling authorities or third parties if the Advertiser or Affiliate fails to comply with the representations and warranties set forth in this Advertising Policy. In the event of a breach of these warranties or any legal action against the Company, including issues related to

Promotional Content, Advertising Campaigns, or misuse of Online Advertising Platforms, the Advertiser and Affiliate are responsible for all liabilities and must compensate the Company for any losses incurred.

The Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised through the Promotional Content by the Advertiser and placed by the Affiliate, whether through Online Advertising Platforms or any hyperlinked website. The Company is not responsible for any defects, faults, or damages resulting from advertised products or services.

The Company does not control and is not responsible for the legality or accuracy of Promotional Content provided by the Advertiser or developed and/or altered by the Affiliate. The Company disclaims liability for any adverse effects resulting from such content.

This disclaimer aims to protect the Company from unforeseen liabilities and reinforces the obligation of the Advertiser and Affiliate to manage their promotional activities lawfully and responsibly, acknowledging that they bear the ultimate responsibility for the content and activities conducted under their accounts.

Data protection

You are required to fully comply with all applicable privacy and data protection laws concerning the processing and storage of personal data. This includes, but is not limited to, the General Data Protection Regulation (EU) 2016/679 (GDPR) and any relevant local implementing legislation affecting the handling of end customer data.

The Company explicitly clarifies that it does not act as a processor or controller of personal data within the scope of GDPR or any other privacy regulations, as it does not receive, process, or store personal data from end customers. This definition exempts the Company from direct compliance obligations under the GDPR concerning the personal data handled by you in the context of advertising campaigns.

As an Advertiser or Affiliate, you confirm your commitment to comply with the GDPR and all related legislation in the processing of personal data of end customers. It is your sole responsibility to ensure adherence to all pertinent laws and regulations regarding the collection, processing, and transfer of personal data. This responsibility includes, but is not limited to, obtaining the necessary lawful grounds for processing personal data.

Should the Company face any complaints, claims, or actions under the GDPR or similar global regulations due to your failure to secure appropriate legal bases for data processing, you agree to indemnify and hold the Company harmless. This indemnity covers all third-party claims, damages, losses, costs, or expenses, including any damages or costs awards that the Company may sustain or incur as a direct result of your non-compliance.

You must ensure rigorous compliance mechanisms are in place to prevent any breach of data protection laws. It is imperative that you engage in continual monitoring and updating of your data protection practices to align with evolving legal standards and best practices in data privacy and security.

This section of the policy highlights the importance of stringent data protection measures and the responsibility you hold in safeguarding personal data. The Company expects you to uphold the highest standards of data privacy and to protect against any legal repercussions that might arise from non-compliance.

Limitation of liability

The Company, along with its subsidiaries, directors, officers, employees, agents, designees, contractors, affiliates, successors, and assigns, shall not be liable for any exemplary, consequential, special, indirect, incidental, punitive, or similar damages. This includes, but is not limited to, damages resulting from loss of use, business, revenue, profits, data, or due to business interruption, that may arise from or relate to any Advertising Campaign.

The maximum aggregate liability of the Company and its associated parties, in relation to or arising from this Advertising Policy, shall not exceed the sum of 300 (three hundred) USD. This cap applies regardless of the nature of the claim, whether it be breach of contract, negligence, tort, errors and omissions, copyright, trademark, patent, or any other legal claim under which damages may be claimed.

Final provisions

Wherever the singular form is used in this Advertising Policy, it should be interpreted as plural where the context requires, unless explicitly stated otherwise.

If any part, provision, representation, or warranty of this Advertising Policy is found to be prohibited, void, or unenforceable, such determination shall affect only the specific portion which is prohibited or unenforceable and shall not invalidate the remaining provisions of the Policy. The same applies if any part is deemed void or unenforceable in any jurisdiction; it will only affect the enforcement in that particular jurisdiction without impacting the validity of the remaining provisions.

Questions, complaints, concerns

Should you have any questions, comments, complaints, or concerns regarding this Advertising Policy, please feel free to contact us at: info@choicedigitalp.com.