

Advertising Policy

INTRODUCTION

Current Advertising Policy (hereinafter – “Advertising Policy”) defines the cooperation between FOCUSFRAME LP (a company incorporated under the laws of Canada) (hereinafter – “Company”) and you (hereinafter – “You,” “Your,” “Affiliate” or “Advertiser”) and regulate Your access and use to <http://focusframelp.com> (hereinafter – “Website”), the Website's materials, the services provided through it, including your involvement in offering or receiving advertising services, as well as any related activities (hereinafter – collectively with the Website, the “Services”).

By maintaining a relationship with the Company, you confirm that you have read, understood, and agree to comply with the Terms and Conditions, Privacy Policy, and this Advertising Policy.

Your continued access to or use of the Website or Services after such changes will constitute your acceptance of the updated Advertising Policy.

The Company reserves the right to modify and update current Advertising Policy at any time at its sole decision. You bear full responsibility for staying informed on all amendments and changes to current Advertising Policy.

Definitions are at the end of the Advertising Policy.

YOUR OBLIGATIONS

Your strict compliance with obligations under is essential to maintaining ethical and legal advertising practices.

As part of your advertising activities, you are responsible for and obligated to:

1. **Legal and Regulatory Compliance:**

Adhere to all laws and regulations in all jurisdictions relevant to your business activities, services, and advertising campaigns, including but not limited to:

- (i) jurisdictions where you operate your business;
- (ii) jurisdictions where advertising campaigns are conducted;
- (iii) jurisdictions where advertising materials are published and presented to End Users.

2. **Intellectual Property Compliance:** comply with all intellectual property laws and regulations.

3. **Policy Compliance:** strictly adhere to the provisions of this Advertising Policy at all times.

4. **Advertising Materials Compliance**

Ensure that all advertising materials - whether provided by you, modified, or created and published on media by an affiliate - comply with the following:

- (i) all laws and regulations in relevant jurisdictions;
- (ii) all data protection laws, including but not limited to: **(EU) 2016/679 (General Data Protection Regulation)** and any subsequent amendments; **CAN-SPAM Act of 2003** and any subsequent amendments;
- (iii) intellectual property laws and regulations;
- (iv) restrictions against illegality or infringement upon intellectual property or personal rights of Third Parties;
- (v) prohibitions against harmful, threatening, defamatory, obscene, sexually explicit, harassing, or violent content;
- (vi) prohibitions against content that promotes discrimination based on sex, religion, race, ethnicity, nationality, disability, or age.

5. **Technological Safeguards:**

Ensure advertising materials do not contain or link to any harmful elements, such as:

- (i) worms, viruses, trap doors, back doors, trojan horses, time bombs, cancelbots, or any malicious computer code;
- (ii) spamware, malware, spyware, or similar harmful software designed to compromise or damage End Users' systems.

PROHIBITED CONTENT

Advertising materials must not: be fake, misleading, false, fraudulent, or deceptive; insult, harass, or threaten the End User.

Advertising materials must not contain, promote, facilitate, or reference:

- a) offensive, abusive, or inappropriate language;
- b) illegal, libelous, or defamatory content;
- c) scams, illegal activities, pyramid schemes, or chain letters;
- d) adult content, including but not limited to: adult toys, films, or other adult items; nudity or promotion of nude beaches, cruises, or resorts; sexual phrases, imagery, or depictions of individuals in overly suggestive or explicit postures or activities; provocative images that violate community standards;
- e) products or methods designed to evade copyright laws;
- f) products or products that sell fake or counterfeit documents;
- g) organ transplantation services;
- h) excessive violence;
- i) activities which are criminal or terrorist;
- j) content that targets or promotes hostility against any organization, individual, or group;
- k) hate speech directed at a person or group based on color, gender, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language.

ADVERTISING MATERIALS: SPECIFIC REQUIREMENTS AND STANDARDS

Requirements for Landing pages:

The use of 'fake' closing behavior is strictly prohibited on landing pages (e.g., when an End User clicks the 'close' symbol on a landing page, the page must close completely without triggering any additional actions);

Landing pages must not employ 'mouse trapping,' where the Advertiser and/or Affiliate restricts visitors from using their browser's 'back' button, effectively trapping them on the site, or initiates any unexpected actions, such as redirecting to other advertising materials or pages.

Guidelines for Copy and Image Content in Advertising Materials:

Accuracy: Advertising materials must provide a truthful and accurate representation of the Advertiser's business, products, services, or brand.

User Control: Advertising materials must not include audio that plays automatically without the End User's explicit input.

Relevance: Advertising materials must be directly relevant to the content presented on the associated landing page.

Requirements for the Download of Advertising Materials

Prohibition of Illegal Content: Advertising materials must not include or link to content or websites that promote or encourage illegal activities, such as: Collecting demographic or usage information from the End User's computer or mobile device without their explicit consent.

Prohibited Software: Advertising materials must not include or be associated with any software that:

- a. "Infects" the End User's system or executes operations without the End User's knowledge.
- b. Modifies, damages, deactivates, or replaces any hardware or software on the End User's computer or mobile device without their explicit consent.
- c. Operates as an undetected component of other software, whether free or commercial.

d. Violates or infringes on copyrights, trademarks, patents, or any other proprietary rights owned by a Third Party.

Spyware/Malware Restrictions: Advertising materials must not include or link, directly or indirectly, to websites containing spyware or malware, regardless of whether the download is initiated automatically or manually by the End User. Additionally, advertising materials must not lead to any other auto-initiated downloads.

PROHIBITED ACTIONS

It is strictly forbidden to modify, create, provide, or publish advertising materials that:

- a. Endorse or encourage any illegal activity.
- b. Breach any applicable laws or regulations.
- c. Violate, infringe, or misappropriate the rights of any Third Party, including but not limited to intellectual property rights, privacy rights, publicity rights, or contain defamatory content.
- d. Collect or enable the collection of personal information without the explicit consent of the End User, whether through cookies or other means.
- e. Contain any forbidden content as outlined in the subsequent section.
- f. You must not, nor permit any Third Party to:
- g. Conceal any information or intellectual property identifiers associated with advertising materials.
- h. Generate advertising impressions or clicks through deceptive or misleading tactics.

PRIVACY POLICY

You must provide a clear and conspicuous link to your privacy policy on every website where advertising is displayed. This policy must comply with all applicable laws, rules, and regulations.

Your privacy policy must transparently disclose: the types of information collected; how the information is used; any sharing of information with Third Parties.

REPRESENTATIONS, COVENANTS, AND WARRANTIES

By adhering to these representations, covenants, and warranties, you ensure compliance with legal, ethical, and professional standards.

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

1. **Legal Compliance:** breach any applicable act, law, regulation, and/or code of conduct, including privacy and marketing laws, regulations, and industry standards in the relevant jurisdiction.

2. **Third-Party Rights:** infringe upon any Third Party's rights, including but not limited to intellectual property rights.

3. **Content Integrity:** contain or link to any content that is obscene, defamatory, fraudulent, misleading, or otherwise illegal.

4. Prohibited Elements

Include any content that:

- a. Is illegal or forbidden for promotion or placement in any territory relevant to the Advertising campaign.
- b. Is dishonest, inaccurate, or makes fraudulent, unfair competitive claims, or unsupported assertions that misrepresent facts or practical applications.
- c. Constitutes a criminal offense, leads to civil liability, or breaches any applicable law, rule, or court order.
- d. Endorses or promotes content that is: adult or pornographic in nature; obscene, excessively profane, racist, or ethnically offensive; threatening, excessively violent, or defamatory; discriminatory or promoting hate speech; advocating drug or arms trafficking, counterfeiting, export control violations, or other unlawful activities.

5. **Technological Integrity**

Contain or link to any harmful elements, such as:

- a. Worms, viruses, trap doors, back doors, trojan horses, time bombs, cancelbots, or other malicious code.
- b. Spamware, malware, spyware, or any similar software intended to harm or compromise user systems.

PROTECTION OF PERSONAL DATA

Your adherence to these provisions ensures compliance with data protection regulations and protects the Company from liabilities related to personal data misuse.

1. **Responsibility for Compliance:** You are solely responsible for ensuring full compliance with all appropriate regulations and laws related to the protection of personal data.

2. **Company's Role:** Within the scope of advertising activities and campaigns, it is agreed that the Company is neither a processor nor a controller as defined under privacy laws, including the GDPR. This is because the Company does not receive, process, or store personal data of End Users.

3. **Indemnification Obligation:** You agree to indemnify and hold the Company harmless from any Third-Party complaints, losses, claims, costs, fees, damages, or charges incurred by the Company due to disputes arising under applicable personal data protection laws, including but not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR). This obligation applies particularly in cases where your failure to obtain the necessary legal grounds for processing personal data results in such disputes.

INDEMNITY

You agree to indemnify, defend, and hold the Company harmless from and against any and all costs, damages, expenses, and other losses (including reasonable attorney's fees) suffered or incurred by the Company as a result of or in connection with any third-party claim, suit, demand, action, or proceeding arising out of or related to this Advertising Policy, including but not limited to:

- a. Any breach of this Advertising Policy.
- b. Advertising materials provided by the Advertiser or modified, created, and published by the Affiliate, including the products and/or services promoted within those materials.
- c. The presence of spyware or viruses originating from your websites.
- d. Additionally, the Advertiser and Affiliate agree to indemnify, defend, and hold harmless the Company and its representatives, directors, employees, shareholders, licensors, partners, and agents against any and all activities, claims, damages, liabilities, assertions, suits, judgments, verdicts, settlements, charges, and expenses, including reasonable attorneys' fees, arising out of or relating to:
 - claims related to advertising materials provided by the Advertiser or modified, created, and published by the Affiliate;
 - claims related to the Affiliate's use of media for publishing and promoting advertising materials, as well as the activities of the Affiliate or any Sub-Affiliate during the execution of an advertising campaign;
 - claims alleging that the Advertiser, Affiliate, or any Sub-Affiliate violated a Third Party's trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary rights.

LIMITATION OF LIABILITY AND RESPONSIBILITY

1. **Disclaimer of Liability for Advertising Materials**

The Company makes no representations, guarantees, or warranties and disclaims all duties and liabilities regarding: advertising materials provided by the Advertiser or created, modified, and

published by the Affiliate; products or services offered within such materials.

The Company is not responsible for the legality, accuracy, reliability, or compliance of these materials with applicable laws or third-party rights.

2. Advertiser's Responsibility:

The Advertiser assumes full responsibility for the Advertising materials they provide, including: ensuring accuracy, correctness, reliability, and legality; ensuring the materials do not violate third-party rights or include defamatory or illegal content.

3. Affiliate's Responsibility: Affiliates are solely responsible for the development, operation, and maintenance of the Media, as well as the Advertising materials they create, modify, or publish.

No Liability for Flaws in Products or Services: the Company will not be liable for any defects or omissions in products or services promoted in Advertising campaigns or materials, or for any resulting harm.

No Liability for Consequential or Special Damages: under no circumstances will the Company be liable for indirect, incidental, consequential, special, or exemplary damages, including but not limited to lost profits or market opportunities, even if such damages are foreseeable or if the Company has been advised of their likelihood.

Legal Compliance of Advertising Materials: the Company has no control over and assumes no responsibility for the legality of Advertising materials provided by the Advertiser or created/modified by the Affiliate.

4. Disclaimer of Warranties

To the fullest extent permitted by applicable laws, the Company expressly disclaims all representations and warranties, whether explicit or implied, regarding: the operation of its website, tracking system, programs, and services; any other matters arising in the performance of this Advertising Policy.

5. Indemnification and Release

You agree to indemnify and hold the Company harmless from any claims, damages, losses, or expenses related to: advertising materials, campaigns, or Media; violations connected with advertising activities.

You expressly release the Company and its representatives, directors, employees, shareholders, licensors, partners, and agents from all duties, obligations, and claims beyond the limitations stated herein.

6. Liability Cap: if applicable law does not permit the limitations outlined above, the Company's maximum liability to You, in all circumstances, will be limited to **three hundred dollars (USD 300.00)**.

AMENDMENTS TO CURRENT ADVERTISING POLICY

The Company reserves the right to modify this Advertising Policy at any time. It is recommended that you review the policy regularly.

All updates will take effect immediately upon their publication on the Website.

CONTACTS

All inquiries regarding the use of this Website or its Services should be directed via email to: info@focusframelp.com.

DEFINITIONS

"Advertiser": A natural person or legal entity whose products and/or services are promoted during the Advertising campaign.

"Advertising campaign": Online advertising activities performed to generate conversions.

"Advertising material": A promotional message provided by the Advertiser or created/modified and published by the Affiliate to generate conversions during the Advertising

campaign. Advertising materials may include, but are not limited to: button links, text links, graphics, textual material, audio, video, or any combination of these elements.

"Content": Any form of information, including text, graphics, images, audio, video, software, data compilations, provided by the Advertiser or created/modified and published by the Affiliate.

"End User": A person who uses, purchases, subscribes, installs, or downloads a specific product or service offered by the Advertiser.

"Landing page": A destination web page designed for Advertising campaigns to generate conversions.

"Media": Includes all Landing pages, websites, Online platforms, and email distribution lists used by the Affiliate to promote Advertising materials.

"Online advertising": The act of publishing Advertising materials on the Internet to generate conversions.

"Online platform": Includes search engines, social media networks, advertising networks, web applications, digital applications, and similar tools.

"Third Party": Any natural person or legal entity that is not a Party to this Advertising Policy.