



ADVERTECA

TERMS OF USE

Effective date: May 01, 2018

By accessing and using this site, you accept the following terms and conditions, without limitation or qualification.

The following terms of use ("Terms of Use"), govern your access to and use of the Adverteca website, including any content, functionality and services offered on or through <https://adverteca.com> ("Website"), by Adverteca Ltd (Global Gateway 8 Rue de la Perle Mahe, Mahe, Providence, Seychelles), as applicable.

In these Terms, "you" and "your" refer to the individual or entity that uses the Website. "We", "us", or "our" refer to Adverteca. In addition, in these Terms of Use, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

You represent and warrant that you have the legal authority to agree to and accept these Terms of Use on behalf of yourself and any legal person you purport to represent. You are responsible for ensuring that all persons who access our Website through your Internet connection are aware of these Terms of Use and that they comply with them.

Copyright and Trademark Information

Unless otherwise stated, the contents of the Website including, but not limited to, the text and images contained herein and their arrangement are the property of Adverteca. All trademarks used or referred to in this Website are the property of their respective owners.

This Website and the content provided in this site, including, but not limited to, graphic images, audio, video, html code, buttons, and text, may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, without the prior written consent of Adverteca.

Third-Party Materials and External Hyperlinks

The information provided on the Website is free of charge and for informational purposes only and does not create a business or professional services relationship between you and Adverteca. Links on the Website may lead to services or sites not operated by Adverteca. No judgment or warranty is made with respect to such other

services or sites and Adverteca takes no responsibility for such other sites or services. A link to another site or service is not an endorsement of that site or service. Any use you make of the information provided on the Website, or any site or service linked to by this site, is at your own risk.

The Website

The Website and its contents are provided "as is" and Adverteca makes no representation or warranty of any kind with respect to the Website or any site or service accessible through the Website. Adverteca expressly disclaims all express and implied warranties including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In no event will either Adverteca or its third-party service providers be liable to any party for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, lost profits, business interruption, loss of programs or data) without regard to the form of action and whether in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with the Website, any content on or accessed through the Website or any site service linked to, or any copying, displaying, or use thereof.

Privacy notice

In connection with your access to or use of the Website, we may obtain information from or about you. We will use your information in accordance with our Privacy Policy, which describes our privacy practices as well as choices you may have with respect to the collection and processing of some of your information. Please take a moment to review our Privacy Policy at <https://adverteca.com/privacy-policy>. The Privacy Policy is incorporated into this Terms of Use and forms part of this Terms of Use.

Jurisdiction and Governing Law

You agree that these Terms of Use and any legal action or proceeding relating to this site shall be governed by laws of Seychelles without reference to its choice of law rules. If you attempt to bring any legal proceedings against Adverteca you specifically acknowledge that Adverteca is free to choose the jurisdiction of our preference as to where such action against us may be held. As you have agreed by using the Website to choose the laws of Seychelles to govern any such proceedings, we will probably choose to defend any such action in Illinois and we can make this decision entirely as it suits us, without regard to where in the world you are located, or from where in the world you visited the Website.

You are responsible for complying with the laws of the jurisdiction from which you are accessing the Website and you agree that you will not access or use the information on

the Website in violation of such laws. Unless expressly stated otherwise herein, any information submitted by you through the Website shall be deemed non-confidential and non-proprietary. You represent that you have the lawful right to submit such information and agree that you will not submit any information unless you are legally entitled to do so. Because of the open nature of the Internet, we recommend that you not submit information you consider confidential.

Idea submissions

Adverteca does not accept unauthorized idea submissions outside of established business relationships. To protect the interests of our current clients and ourselves, we must treat the issue of such submissions with great care. Importantly, without a clear business relationship, Adverteca cannot and does not treat any such submissions in confidence. Accordingly, please do not communicate unauthorized idea submissions to Adverteca through the Website. Any ideas disclosed to Adverteca outside a pre-existing and documented confidential business relationship are not confidential and Adverteca may therefore develop, use and freely disclose or publish similar ideas without compensating you or accounting to you. Adverteca will make every reasonable effort to return or destroy any unauthorized idea submissions without detailed review of them. However, if a review is necessary in Adverteca's sole discretion, it will be with the understanding that Adverteca assumes no obligation to protect the confidentiality of your idea or compensate you for its disclosure or use. By submitting an idea or other detailed submission to Adverteca through the Website, you agree to be bound by the terms of this Terms of Use.

Limitation of Liability

Adverteca is not responsible or liable for the deletion, correction, destruction, damage, loss or failure to store or maintain any of Your data and/or your content. Adverteca and its affiliates and their respective agents, officers, directors, employees, agents, partners, subcontractors, and licensors will not be liable to you for any special, direct (with respect to your use of the Website only) indirect, incidental, consequential, punitive, reliance or exemplary damages, including without limitation losses or liability resulting from (i) loss of data, loss of revenue, anticipated profits, or loss of business opportunity; (ii) the accuracy, completeness or content of the Website, services, and/or any third party Information, (iii) personal injury or property damages; (iv) any unauthorized use of or access to the Website, the services, any of our servers including, without limitation, any user content or data including personal and/or financial information stored thereon; (v) any interruption or cessation of services related to the Website or third party websites; any viruses, worms, bugs or the like which may be transmitted to or from the Website of any third party website; (vi) any user content or conduct that violates our any of our policies that we may implement from time to time; (vii) any loss or damage of any kind resulting from your use of, or inability to use, the Website or the services made

available through the Website or any act or omission by Adverteca, even if advised of the possibility of such damages. Adverteca liability and your exclusive remedy related to non-performance of the Website shall be an equitable credit not to exceed the charges invoiced to you for the use of the Website. In states where the limitation or exclusion of liability or incidental or consequential damages is not allowed, the above limitations or exclusions may not apply to you. In such cases Adverteca aggregate liability will be limited to the fullest extent permitted by applicable law.

Unlawful Activity

Adverteca reserves the right to investigate complaints or reported violations of the Terms of Use and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary to such persons or entities relating to user profiles, email addresses, usage history, posted materials, IP addresses and traffic information. You acknowledge that Adverteca will have the right to report to law enforcement authorities any action that may be considered illegal, as well as any reports it receives of such conduct. When requested, Adverteca will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity.

Remedies for Violations

Adverteca reserves the right to seek all remedies at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular Internet address to Adverteca's Website and its features.

Indemnification

You agree to indemnify, defend and hold Adverteca and its affiliates and their respective agents, officers, directors, employees, shareholders, agents, affiliates, licensors, and subcontractors harmless from any claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable lawyer fees), arising out of or in connection with any claim, action or proceeding arising out of or related to any act or omission by you in using the Website or any product or service ordered via the Website including but not limited to your violation of these Terms of Use and/or policies found on the Website or infringement of any third party proprietary rights by you.

Severability

In the event that any part of a provision of the terms and conditions set out in these Terms of Use is held to be invalid, unenforceable, or void, such provision shall, by the adjudicating body, be applied to the fullest extent possible and shall be read-down only to the extent absolutely necessary to comply with applicable law. If any provision of the terms and conditions set out in these Terms of Use is held to be invalid, unenforceable,

or void, such provision shall be severed from these Terms of Use. The fact that part of a provision or an entire provision has been held to be invalid, unenforceable, or void such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire Agreement

These Terms of Use, including any changes made to these Terms of Use from time to time, constitutes the entire agreement between you and Advertteca relating to your use of the Website and supersedes all previous agreements, written, oral or otherwise, between you and Advertteca with respect to your use of the Website.

Waiver

No consent or waiver by either party of any breach or default by the other party in its performance of its obligations under these Terms of Use will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and signed by both parties.

Language

The parties have expressly requested and required that these Terms of Use and all other related documents be drawn up in the English language.

Changes

Advertteca reserves the right to make changes to the Website and these Terms of Use at any time without prior notice to you. Updated Terms of Use will be posted on the Website and shall be effective immediately. You are responsible to view these Terms of Use prior to use of the Website. Continued use of the Website after any updates constitutes your consent to all changes. Additional terms and conditions apply to you for certain services. Use of those services require you to agree to specific terms and conditions prior to use.

Headings

The headings and captions used in these Terms of Use are used for convenience only and are not to be considered in construing or interpreting these Terms of Use.

Contact Us

If you have any questions about these Terms of Use, please feel free to contact us at the following email: mail@advertteca.com, and we would be happy to follow up with your query.