

Terms of Review

How a review works, what it is, and where responsibility sits. Plain language, on purpose.

A review tells you, honestly, where your content stands against the rules that apply to it. It does not move those rules, and it does not take responsibility for your content off your hands. This page sets out exactly what we do, what we don't, whose call each thing is, and where our own responsibility ends — so there is never a surprise about it.

1 · How these terms apply

Each review link states its scope — **Craft, Legal, or Both**. **By submitting content through your link you accept these Terms of Review, and you confirm the scope shown on that link as the scope of our engagement.** Your submission, together with its scope, is recorded at the time you send it. These terms, the scope shown on your link, and the notice on each deliverable are the whole of our agreement for a review; we are not bound by anything said outside them.

2 · What a review is

When you engage us for a Legal or Both review, we read your content against South Africa's advertising, consumer and data-protection rules — the ARB Code, the Consumer Protection Act, POPIA, and the sector codes that apply (alcohol, health, food, financial, gambling, and the rest) — and we flag what we see. Where it helps, we also give you the fix. We review against the rules named in your report, as they stand at its date — not against all law, every regulation, or later changes. A Craft review does none of this — see section 6.

A flag is a point of law, not an opinion to weigh. The law says what it says, in whatever language it is written in. “That’s a matter of interpretation” is not a defence — it is the thing people say to avoid a clear rule. We will tell you the position as it actually is. What you do with it is your decision (section 7); that it was raised is on the record.

3 · What a review is *not*

- It is **not a certification** — we do not stamp content “compliant”. We surface what we see against the rules as written.
- It is **not legal advice**, and we are not your attorney. For a formal legal opinion, that is a lawyer’s role.
- It is **not a guarantee**. A review reduces risk; it does not promise that nothing was missed or that a regulator will agree on every call.
- It does **not make us the author or the publisher** of your content (see 4).

4 · Your content, your risk

You create the content and you decide whether to publish it. **The legal responsibility for what you publish is, and remains, yours.** By sending content for review you confirm that it is yours to use — that you hold the rights, releases and clearances for every image, clip, name, logo and piece of music in it. A review does not transfer any of that responsibility to us, and nothing in a review should be read as us taking it on.

5 · What the review can and cannot see

We are honest about the ceiling. The review reads the text on your boards and reels (including reel frames and the spoken track) and what the imagery plainly shows. It will not catch what isn’t legible to it — a claim made only in a fast cut, an off-screen arrangement, a fact only you hold (whether a price is real, whether a person consented, whether a track is licensed). Where a point depends on a fact only you hold, we ask you to confirm it rather than assume it. A clean review means “nothing we could see needs raising” — not “nothing exists”.

6 · What you have engaged us for — and what you haven’t

You get the scope you engaged, and only that scope:

Craft — how the content reads, lands and performs. This scope does **not** look at advertising-law compliance at all.

Legal — the advertising / consumer / data-protection review described in section 2. This scope does not assess craft.

Both — craft and legal, as two separate reads.

Important. If your engagement is **Craft only**, your content has **not** been reviewed against advertising, consumer or data-protection law — that compliance risk remains **entirely yours**. We do not silently check law you have not engaged us for, and we do not carry the risk of law we were not asked to review. A compliance review is available, as a separate engagement, whenever you want it.

7 · How a flag works — and acting on one

When we flag something, we raise it once, plainly, and record that it was raised. The decision — fix it, change it, or run it as is — is yours, and that decision is yours to own. We will not pretend a real risk is smaller than it is to make it easier to hear; and we will not inflate one to push a sale. You get the position straight, every time.

A flag tells you where we see a risk; it is not a formal legal opinion and is not a substitute for one.

Before you act on a flag — including pulling, delaying or reworking content — the decision, and any cost of that decision, are yours, and you should take formal advice where the stakes warrant it.

We are not liable for a decision you make in reliance on a flag.

8 · Who a review is for

A review is prepared **solely for the client who engaged it**, for the single engagement it was raised under, and for that client's own decision about its own content. It is not prepared for, addressed to, or capable of being relied on by anyone else. If you share a review — or any part of it, or any conclusion drawn from it — with another party (a brand featured in the content, a tenant, an agency's own client, anyone you forward it to), you do so on your own responsibility; that party gets no rights against us and may not rely on it. No person other than the engaging client acquires any claim, duty of care, or right of reliance by reason of a review, however it reaches them. A review may not be relied on for any content, campaign or decision other than the one it was raised against.

9 · If a claim comes at us because of your content

You agree to cover us — our reasonable costs, legal fees, and any liability or settlement — for any claim, demand or proceeding brought against us, by you or by anyone else, that arises out of: (a) your content itself; (b) your decision to publish, withhold or change it; (c) any breach of your confirmation

that the content is yours to use, including any missing right, release, clearance or consent; or (d) anyone's reliance on a review contrary to these terms. This does not cover a claim to the extent it is caused by our own negligence, gross negligence, dishonesty or wilful misconduct — nor to any extent the law that governs these terms does not allow us to shift that liability to you (in particular the Portuguese *Lei das Cláusulas Contratuais Gerais*, Decreto-Lei 446/85, and any mandatory consumer-protection law, including the South African Consumer Protection Act for clients who qualify as consumers under it). It also does not apply to a claim you yourself bring against us about a review. We will tell you promptly of any such claim and let you take part in handling it.

10 · Where our responsibility ends

A review is an advisory service, carried out with reasonable skill and care. **To the fullest extent permitted by the law governing these terms, our total liability to you arising out of or in connection with any review — whether in contract, in delict (including negligence), or otherwise — is limited to the fee you paid us for that review**, in each case only to the extent that liability arises from ordinary negligence in performing the contract. On the same basis, we are not liable for indirect or consequential loss, or for loss of profit, revenue, goodwill, advertising spend, or any regulatory penalty, fine or business interruption. We ask you to raise any concern about a review with us promptly — that does not shorten any period the governing law allows you to bring a claim.

Nothing in this clause excludes or limits any liability that cannot lawfully be excluded or limited under the law governing these terms — including liability for intent or gross negligence (*dolo ou culpa grave*), for the intent or gross negligence of our representatives or auxiliaries, for death or personal injury or harm to health, for extra-contractual (delictual) damage, for fraud, or any liability a mandatory consumer-protection law (including the South African Consumer Protection Act, for clients who qualify as consumers) forbids us to exclude.

11 · Confidentiality & how your work is held

Your content and your reviews are private to you. The work runs sovereign — on our own equipment in Portugal, reached only through your private link — not on any cloud, advertising or moderation platform, and never used to train a model. You receive the summary prepared for you, never our internal working file.

By default we keep your working copy on our own equipment for as long as the engagement needs it — so we can re-open, revise, or re-review — and no longer; you may ask us to erase it sooner. If you engage **zero-retention**, your content is instead held under encryption and **cryptographically erased**

twenty-four hours after you open your finished review: we destroy the key, not merely the file, and hand you a signed receipt of it. Zero-retention is arranged per client — ask us for it.

Two things are kept regardless. A **sealed receipt** that a review was done, on its date, for its scope — which carries none of your content. And the **invoicing record**, which Portuguese tax law (Decreto-Lei 28/2019) obliges us to keep for ten years — entity, number, date, amount and description, and nothing of your content. Where your content carries the personal information of others, a Data-Processing Agreement sets out how we handle it.

12 · The rules these terms sit under

These terms, and any dispute or claim arising out of or in connection with them or a review (including any non-contractual dispute), are governed by the law of **Portugal**. The Portuguese courts have **non-exclusive** jurisdiction over any such dispute — so we may also bring or enforce a claim elsewhere where that is appropriate. Nothing in this choice removes any protection you have, or any right to bring proceedings, under a law that applies regardless of it — including the South African Consumer Protection Act where your business qualifies as a consumer under it. These terms are written in English, which is the governing language. If any line here were ever found unenforceable, the rest still stands.

© 2026 curator.consulting — all rights reserved · sovereign-local content review · per honestas. These terms accompany every review; the one-line notice on each deliverable carries the operative points. The law stated in a review is the law as written; the responsibility for the content reviewed remains the brand's.