

# End user Licence Agreement

Surf LLC

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**Officially Certified EULA**

Developed by the Surf Administration

**Effective**

January, 2023

This End User Licence Agreement ("Agreement") is a legal agreement between you and Surf LLC for the Surf Platform, which includes any updates, supplements, and support services for the App, unless other terms accompany those items. By installing, accessing, or using the App, you agree to be bound by the terms of this Agreement as well as our Terms of Service and Community Guidelines. If you do not agree to the terms of this Agreement, do not install, access, interact with, or use the App. You may not copy, modify, distribute, sell, or transfer the App or any portion of it, or the Content, except as provided in this Agreement. You may not reverse engineer, decompile, or disassemble the App, except to the extent that such restriction is expressly prohibited by law.

License Grant. The Company grants you a personal, non-transferable, non-exclusive licence to use the App on a mobile device that you own or control, and to access and use the information, text, graphics, videos, and other content made available through the App (the "Content").

Free Expression and User Conduct. The App allows for free expression, but requires that it be done respectfully. You agree to use the App only for lawful purposes and in accordance with this Agreement, any applicable laws or regulations, and the community guidelines of the App. You shall not use the App to:

- a. Violate any applicable federal, state, local, or international law or regulation.
- b. Engage in harassment and bullying that may cause serious harm.
- c. Post or share content that is overly violent and sexually explicit.
- d. Impersonate or attempt to impersonate another user or any other person or entity without their consent.
- e. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the App, or which, as determined by the Company, may harm the Company or users of the App or expose them to liability.

User Content. The App may allow you to upload, post, or otherwise make available content, including but not limited to text, photographs, videos, and audio recordings (collectively, "User Content"). You retain all rights in, and are solely responsible for, the User Content. By making any User Content available through the App, you grant to Surf a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to use, copy, modify, create derivative works based on, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the App and the Surf's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

Respectful Behaviour. You agree to treat other users of the App with respect and to refrain from any behaviour that could be considered bullying, harassment, or discrimination. Surf reserves the right to remove any User Content or terminate your access to the App if your behaviour is deemed to be in violation of this Agreement or the community guidelines.

Termination. This Agreement will remain in effect until terminated by you or Surf. Surf may terminate this Agreement at any time, with or without notice, and without liability to you. If you wish to terminate this Agreement, you may delete the App from your mobile device.

Disclaimer of Warranties. The App and Content are provided "AS IS" and "AS AVAILABLE" and Surf does not warrant that the App or Content will be uninterrupted or error-free. Surf makes no representations or warranties of any kind, express or implied, as to the operation of the App or the accuracy, completeness, or reliability of any Content.