

Terms of Service

Surf LLC



Officially Certified Terms of Service

Developed by the Surf Administration

Effective

November, 2022

These terms of service apply to all Surf users and govern your use of all Surf services. We agree to provide all our users with access to the appropriate Surf services, which include the ability to post, and contact other Surf users, in addition to the independent right of individuals to express their beliefs, as long as it meets what is expected of our users, which are demonstrated within this document, as well as our community guidelines. Surf refuses to infringe upon individuals' rights to free speech, expression, and belief, unless necessary for the safety of our users.

Concerning data privacy, we will not disclose any of your personal information or data under any normal or operational circumstance. The only exception would be if it's for critical security reasons that could threaten or harm another member or individual, as well as groups of users. Otherwise, transfers will be authorised. The sale of user data is permanently prohibited, and is not allowed under any circumstance. We respect our users' right to data privacy and their control over their data.

We expect all our members to be above or at the age of thirteen and must comply with all our community guidelines and meet the behavioural expectations expected of our members.

- You may not attempt to exploit any Surf users for personal profit. Instances of such can include spam marketing or advertising.
- You may not do anything that would impair or cause an issue with the service.
- You may not post any individual's confidential information without their permission.
- You may not sell or purchase accounts, followers, likes, or comments.

We do not claim ownership of any of the content posted on Surf that is not our own, however, by posting it on Surf, you grant us a licence to use it. You also grant us the ability to look at and use your profile picture, username, and interactions with other accounts. We also reserve the right to change your username or bio if they are deemed to be harmful or in violation of our

Community Guidelines or TOS. You will be asked, first, to adjust any such issues. If action is not taken by the user, then we hold the right to change such issues. In addition, you must obtain written permission from Surf to modify or extract any source code from us.

If the content or a user violates our Terms of Service or our Community Guidelines, we reserve the ability to take necessary action, whether it be suspension or permanent removal. When a user's account is deleted, they are no longer subject to the Terms of Service, however, any resources or licences obtained prior do remain with Surf. As long as a user holds any account with Surf, they are subject to the TOS and Community Guidelines. You can not transfer your rights or connections to this agreement without the permission of Surf.

We, to the best of our ability, will work to ensure the security of our members and users. Unfortunately, we can not completely guarantee that all information will be protected under every circumstance, due to the possibility of hacks or breaches. To the extent permitted by the law, we disclaim all warranties, whether implied or express, including all implied warranties. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by us in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not in any event settle any claim without our prior written consent.

We may decide to change our Service and policies, and we may need to make changes to these Terms so that they may accurately reflect and display our Service and policies. For any changes to our Terms of Service or Community

Guidelines, unless otherwise required by law, we will be sure to notify you before we make changes to these Terms and allow you to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.