

End User License Agreement (EULA)

The herein contained End User License Agreement (The “Agreement”/” License” or ‘EULA’’) shall be considered a legally binding agreement between “You”/ “Licensee” and “Propel Digital Private Service Corporation”/ PDPSC/ “We” or “Us” wherein expression shall mean and include all of its subsidiaries such as “Gully Buddy International” and “The Layer Operators” etc. hereto collectively referred to as “**Licenser/Company**”, for the use of specified Websites or Application/Software, which may include related printed material, media and other components and/or software modules.

Use or Installation of “**Company’s**” Software/Application or website and any updates thereto, including hardware appliance products, software and firmware included therein by “**Company**” And/ Or Stand- Alone Application/Software/ or Website constitutes acceptance by you of the terms in this “EULA” Agreement.

Please read the Terms of Use carefully before you access and start to use the Websites. By using the Websites or by clicking to accept or agree to the Terms of Use as a condition to accessing the Websites, you accept and agree to be bound and to abide by these Terms of Use, our Privacy Policy, found at <https://gully.buddies.international/privacy-policy.pdf>. If you do not want to agree to these Terms of Use or to the Privacy Policy, you must not access or use the Websites.

In Addition to that, Propel Digital Private Service Corporation uses various third-party social media features including but not limited to Twitter, Facebook, Block Scan Messenger, Discord and other interactive programs. These may collect your IP address and require cookies to work properly. These services are governed by the privacy policies of the providers and are not within Propel Digital Private Service Corporation's control.

License Grant:

This is a License Agreement between “you” and “**Company**” not a Sales Agreement. The term Application/Software used in this Agreement means the Websites or the Software/Application provided to you.

Proprietary Rights:

The Websites (including the Portal) and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property proprietary rights laws under;

<https://www.trademarkelite.com/trademark/trademark-detail/98758212/THE-LAYER-OPERATORS>

<https://www.trademarkelite.com/trademark/trademark-detail/98758200/GULLY-BUDDY-INTERNATIONAL>

All rights (including copyrights, trade secret, patent and other intellectual property rights, title, interest in and to the Websites/Application/Software, and any copy thereof remains with “**Company**”. “You” acknowledge that no title or other intellectual property rights in the Websites/Application/Software is transferred to you and you will not acquire any right except for the specific limited license as expressly set forth in section “License Grant” above.

Limitation on Use:

You may use the Website only for lawful purposes and in accordance with these Terms of Use.

You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in the EULA or these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Portal or the Website via a denial-of-service attack or a distributed denial-of-service attack
- Otherwise attempt to interfere with the proper working of the Website.

Term and Termination:

The term of the license is shorter of the term as set forth in this “EULA”, other “**Company’s**” documentations, or per “**Company’s**” practices and policies. “**Company**” may terminate this agreement, and the license and other rights herein, immediately without notice if you breach or fail to comply with any of the terms and conditions of this agreement or for other reasons as stated in “**Company’s**” other documentation. You agree that, upon such termination, you will cease using the Websites or Application/Software.

Legal Compliance

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY, SUCH PARTIES, OR LAW ENFORCEMENT AUTHORITIES.

Changes to the Website

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Validity/Interpretation:

If any provision of this EULA agreement is held illegal or unenforceable by any court of competent jurisdiction, such provision shall be deemed separable from the remaining provisions of this agreement and shall not distress or impair the validity or enforceability of the remaining provisions of this agreement.

Infringement of Third-Party Rights:

“**Company**” represents and warrants that it has the right to license the Websites or Application/Software, including any documentation, to the licensee, and that “**Company**” holds the necessary rights, titles and licenses to allow the licensee to perform all the rights contemplated by this agreement, and that the Websites or Application/Software does not infringe any third party’s rights.

Information About You and Your Visits

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Force Majeure:

Neither party will be liable for any delay or failure of its performance under this agreement that results from causes beyond its control and not reasonably foreseeable by the affected party, each despite commercially reasonable operations and preparations.

Publicity Reference:

“Company” may include the Subscriber in its general listing of Subscribers, reference lists, press releases, success stories and other marketing materials.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE EULA, THESE TERMS OF USE, OR THE WEBSITE MUST BE COMMENCED WITHIN (___1 year___) AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.