

WHATNOT

TERMS OF SERVICE

Last Updated: August 5, 2024

Welcome to Whatnot! To make these Terms of Service (the "Terms") easier to read, we will sometimes refer to WHATNOT INC. as "Whatnot", "our", "we", or "us"; we will refer to you as "you" or a derivative of you; and we will refer to a user who creates an account on Whatnot as a "User(s)". In some instances when describing interactions between Users we will differentiate between "buyer" Users (each, a "Buyer") and "seller" Users (each, a "Seller").

Please review these Terms, the Whatnot Privacy Policy ("Privacy Policy" located at www.whatnot.com/privacy), and all other policies and rules published by Whatnot ("Other Policies"), including those located on [Policy & Rules](#) page, **before** you begin using Whatnot because the Terms, Privacy Policy, and Other Policies create a legal agreement between you and Whatnot. By using Whatnot, you accept and agree to be bound and abide by these Terms, our Privacy Policy, and our Other Policies, each of which are incorporated herein by reference. If you do not agree to these Terms, our Privacy Policy, or our Other Policies you are not allowed to, and you must not, access or use Whatnot.

IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND WHATNOT THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY THE ARBITRATION GENERALLY AND ARBITRATION AGREEMENT SECTION BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS MANDATORY ARBITRATION OF DISPUTES (INCLUDING THE PROVINCE OF QUEBEC), THE AGREEMENT TO ARBITRATE WILL NOT APPLY TO YOU BUT THE PROVISIONS OF THE GOVERNING LAW AND JURISDICTION SECTION WILL APPLY INSTEAD.

General

About the App

Whatnot is a platform accessible via website and mobile application (cumulatively, the "App") that connects Buyers and Sellers of certain products (an "Item"), that can result in a purchase of an Item (a "Transaction"). The App also facilitates interactions between Buyers and Sellers to allow individuals to make offers on, purchase, trade, and sell non-fungible tokens (the "NFTs"). For the avoidance of doubt, reference to "Items" throughout these Terms does not include NFTs. A purchase of an NFT is also a "Transaction." Whatnot may from time to time be the Seller of NFTs on the App. We provide more in-depth information on registering to use the App and Transactions in the sections below. In offering the App, Whatnot acts as an intermediary platform provider to allow users to communicate and connect with each other in connection with the sale and purchase of Items and NFTs. We use third party companies to process payments (the "Payment Processor") by Buyers and to payout funds to Sellers and Buyers and Sellers will be subject to and must comply with the Payment Processor's terms and conditions. To the extent we accept, hold or transmit funds in connection with a listing, we do so through the Payment Processor. Whatnot is not involved in the creation of any Items nor does it directly sell or buy any Items, take title or possession of any Items (with the exception of temporary possession as requested or required to fulfill Verification Opt-Ins), or take responsibility for any Items in transit (including any shipment or handling of Items), or ensure the performance of any Items. Buyers are solely responsible for the purchase of and payment for Items that may be available on or through the App and resolving any issues related to the Items. Sellers are solely responsible for all listings of the Items and Whatnot is not responsible for any descriptions, photographs, assurances of quality or performance of any Items, or otherwise. Except where prohibited by applicable law (which may include the Province of Quebec), Whatnot disclaims any responsibility, duties, and liability arising from, related to, or connected with the Items. Whatnot reserves the right to terminate or suspend orders, cancel purchases, or to remove Items listings, for any reason and in its sole discretion and except where prohibited by applicable law (which may include the Province of Quebec), Whatnot will not be liable to Buyers, Sellers or any third party for doing so.

If you are using the Video on Demand feature and associated functionalities and services that Whatnot makes available to you (the "VOD"), then the VOD will be deemed a part of the App. Any reference to the App in these Terms also includes the VOD.

If you are using the Livestream Clipping feature (the "Livestream Clipping"), then the Livestream Clipping will be deemed a part of the App. Any reference to the App in these Terms also includes the Livestream Clipping.

If you are using the Free Pickup feature and services (the "Free Pickup Services"), then the Free Pickup Services will be deemed a part of the App. Any reference to the App in these Terms also includes the Free Pickup Services.

WHATNOT IS A PLATFORM. WHATNOT FACILITATES TRANSACTIONS BETWEEN THE BUYER AND SELLER ON THE APP BUT IS NOT

A PARTY TO ANY AGREEMENT BETWEEN THE BUYER AND SELLER OF ITEMS OR NFTS OR BETWEEN ANY USERS, UNLESS WHATNOT IS THE SELLER OF THE NFT.

FOR NFT TRANSACTIONS, YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF THE NFTS YOU PURCHASE THROUGH THE APP. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, WHATNOT MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF NFTS ON THE APP.

YOU SHOULD PROTECT YOURSELF AT ALL TIMES, USE YOUR BEST JUDGMENT AND TAKE GREAT SAFETY PRECAUTIONS WHEN MEETING OR INTERACTING WITH OTHER USERS, WHETHER ON THE APP OR IN PERSON, INCLUDING WHILE UTILIZING THE FREE PICKUP SERVICES. YOU ARE SOLELY RESPONSIBLE FOR YOUR SAFETY AND ANY INTERACTION YOU HAVE WITH ANY OTHER USER.

Privacy Policy

Our Privacy Policy describes what information we collect from you, how we collect information from you, and how we use and share information we collect from you. For more information, please visit our [Privacy Policy](#).

Eligibility to Create an Account and/or Use the App

You must be at least 18 years old in order to create an Account. By creating an Account, you represent and warrant that you are at least 18 years of age, and meet all of the eligibility requirements of these Terms. If you do not meet these requirements or, if for any reason, you do not agree with all of the terms and provisions of these Terms, you may not create an Account, and must cease or prevent any use of any existing Account(s). Teens between the ages of 13-17 may use the App only if they are using an Account created by their parent or legal guardian and are doing so with the permission and under the supervision of that parent or legal guardian. Any and all User Information associated with the Account must be that of the parent or legal guardian.

Whatnot Users

The App was created by avid fans who were seeking a marketplace for the Items you can find on the App. For this reason, Whatnot does not prohibit any of Whatnot's directors, officers, members, managers, employees, affiliates, successors and assigns (each, a "Whatnot Representative") from using the App. All Whatnot Representatives who are acting as Users must abide by these Terms.

Account Information and Right to Use the App

Account Creation and Profiles

The App allows a User to create a Whatnot account ("Account"). A User may create an Account by entering their first name and last name and selecting a username and password, which, for the purposes of these Terms, will be considered "User Information". Once an Account is created, if the User wishes to sell Items, the User will need to create an Account profile ("Profile") by providing requested information, at which point the User may be allowed, at our discretion, to sell Items on the App.

All Sellers must provide the following information in their Profile: (1) first and last name, (2) email address, (3) physical address, (4) phone number, and (5) a social media account. All Users may provide additional information as requested in your Profile and Account (the foregoing will also be considered "User Information").

Please Note: While Whatnot collects User Information, it makes no effort or attempt to verify or ensure such User Information is correct, accurate, complete and not misleading.

It is a condition of your use of the App that all the information you provide is current, complete, accurate, and not false or misleading. You agree that all information you provide to register with the App, is governed by our Privacy Policy, and to the maximum extent permitted by applicable law, you hereby consent to all actions we take with respect to your information consistent with our Privacy Policy.

When you create an Account on the mobile application of the App on your mobile device, Whatnot will ask your permission to access your phone contacts to determine if you are already connected to Users, so that you can follow such contacts on the App and invite contacts who are not Users to join the App. You are solely responsible for obtaining consent from your contacts. You can always change whether to allow Whatnot to access your contacts through the privacy settings on your mobile device.

It is a condition of your use of the App as a Seller that you review and agree to comply with the Canada Post Website Terms of Use, available here: <https://www.canadapost-postescanada.ca/cpc/en/support/kb/general-inquiries/general-information/legal-terms-of-use-and-conditions>.

By agreeing to these Terms of Service, I agree to be bound by the (i) [UPS Tariff/Terms and Conditions of Service](#) and the [UPS Technology Agreement and End User Rights](#) in effect at the time of shipping with UPS and that I will not attempt to ship any items prohibited by UPS, or any UPS-regulated items, without an express written contract with UPS (click to view [List of Prohibited Articles for Shipping](#)), and (ii) the Royal Mail General Terms and Conditions in effect at the time of shipping with Royal Mail, located at <https://www.royalmail.com/sites/royalmail.com/files/2024-03/General-Terms-and-Conditions-version-14.1.pdf>.

Account and User Information Protection

It is your responsibility to protect your personal data and maintain the confidentiality of your User Information. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or User Information, or any unauthorized breach of your Account or User Information.

You also acknowledge that your Account and User Information is personal to you and agree not to allow any other person to access the App or any portion of it using your User Information, unless you have provided them with permission to do so. In the event you choose to provide others with permission to access and/or use your Account or User Information, you do so at your own risk. You acknowledge you are the owner and controller of your Account and are responsible, accountable, and liable for all access to and/or use of your Account and User Information, even if such access and/or use was not authorized.

We have the right to disable any Account at any time in our sole discretion, for any reason, including if, in our opinion, you have violated any provision of these Terms. If you reside in the Province of Québec, we will provide you with a notice setting out the reason for which your Account has been disabled.

Unauthorized Use of Your Account

Whatnot will not be liable for any direct or indirect loss that you may incur as a result of someone else using your Account or User Information, either with or without your knowledge. If you reside in the Province of Québec, the foregoing exclusion will not apply to the direct consequences of an act of Whatnot or its representatives. To the extent allowable by law, you shall be liable for any expenses, including usage charges and fines, fees, civil judgments, and reasonable legal fees for your failure to safeguard your User Information and/or promptly notify Whatnot about unauthorized use of your Account or breach of your Account information or password.

No Guarantee of Access

We reserve the right to withdraw or amend the App, and any feature or material we provide as part of the App, in our sole discretion without notice. In addition, the App may automatically be upgraded and updated without notice to you. We will not be liable if for any reason if all or any part of the App is unavailable at any time or for any period.

Use and Access Restrictions

We reserve the right to refuse the use of, or access to, the App to anyone, for any reason, at any time. From time to time, we may restrict access to the App, or any portion thereof, to Users, including registered Users. We may, in our sole discretion, terminate your right to use the App with or without cause at any time, and may prevent your future use of the App. If you reside in the Province of Québec, we will provide you with a notice setting out the reason for which your right to use the App has been terminated. In addition, in accordance with its anti-money laundering, anti-terrorism, anti-fraud, and other compliance policies and practices, we may impose reasonable limitations and controls on the ability of you or any beneficiary, if applicable, to utilize the App. Such limitations may include where good cause exists, rejecting transaction requests, freezing funds, or otherwise restricting you from using the App. You may terminate this Agreement by simply discontinuing use of the App.

Your Responsibilities Before and After Termination

Whatnot has no obligation to retain or provide you with copies of your Account Information (as defined below), User Information, or otherwise. "Account Information" is an encompassing term that is meant to include your User Information as well as Transaction history, Items listed for Transactions, conversations with other Users, if and when such functionality becomes available on the App,

Payment Account information and similar information concerning the App and your App usage. This list is meant to be illustrative and not exhaustive. Whatnot shall not be liable to you for any deletion, loss, corruption or withholding of your Account Information or User Information. You are solely responsible to copy and maintain all Account Information and User Information contained in your Account and Profile.

In the event that you terminate your Account, or we terminate your right to use the App, Whatnot may restrict your access to any Account Information, User Information or material that you may have used or stored in the App.

Use Requirements

You agree that you will not (and will not encourage or enable another User or third party to):

Post, upload, publish, submit or transmit any User Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

Use the App for any unlawful purpose or for the promotion of illegal activities;

Use the App to, or to attempt to, harass, abuse, or harm another person or group;

Provide others with access to or use of your Account, unless you have granted them permission to do so and their access to or use of your Account or the App does not violate these Terms;

Access or use the Account of any other User, unless that User has granted you permission to do so and your access to or use of their Account or the App does not violate these Terms;

Provide false or inaccurate information in the App or in your Account, including making any false representations with respect to whether you are using the App for personal, family or household purposes, or for business purposes;

Use the App for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;

Make any automated use of the App, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on the App;

Use any manual process to monitor or copy any of the material on the App or for any other unauthorized purpose without our prior written consent;

Copy, adapt, modify, create derivative works of, distribute, sell, or lease any part of the App or materials we provide as part of the App;

Attempt to decipher, decompile, disassemble, extract or reverse engineer any source code of or any software used to provide the App, unless applicable laws prohibit these restrictions, or you have our written permission to do so;

Use any software, technology, or device to scrape, spider, or crawl the App or harvest or manipulate data;

Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;

Bypass any measures we take to restrict access to the App;

Use the App to solicit sales outside of the App or to send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

Engage in market manipulation, for example the creation and use of multiple accounts in an effort to create the appearance increased demand for an Item or an NFT;

Use the App for the distribution or sale of counterfeit, unauthorized, stolen, B-grade, or similar non-authentic Items or NFTs;

Distribute or sell counterfeit, unauthorized, stolen, B-grade, or similar non-authentic Items or NFTs;

Engage or assist in any activity that violates any law, statute, ordinance, by-law, regulation, or sanctions program, including but not limited to the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") and any similar laws in any other jurisdiction, or that involves proceeds of any unlawful activity (including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the App);

Use the App to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners the rights to participate in an initial coin offering (ICO) or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi (or decentralized finance) yield bonuses, staking bonuses, and burn discounts;

Fabricate in any way any Transaction or process related thereto;

Place misleading bids or offers;

Disguise or interfere in any way with the IP address of the computer you are using to access or use the App or that otherwise prevents us from correctly identifying the IP address of the computer you are using to access the App;

Transmit, exchange, or otherwise support the direct or indirect proceeds of criminal or fraudulent activity;

Violate any applicable law or regulation;

Encourage or enable any other individual to do any of the foregoing; or

Otherwise interfere or attempt to interfere with the proper functioning of the App.

Whatnot is not obligated to monitor access to or use of the App or to review or edit any content. However, we have the right to do so for the purpose of operating the App, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, including User Content (as defined below), at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the App. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. The sale of stolen assets, assets taken without authorization, and otherwise illegally obtained assets on the App is prohibited. If you have reason to believe that an asset listed on the App was illegally obtained, please contact us immediately. Listing illegally obtained assets may result in your listings being cancelled, your assets being hidden, or your Account being suspended from the App.

Unauthorized use may result in criminal and/or civil prosecution under federal, provincial or state, and local law. If you become aware of misuse of our App, please contact us using our help page.

Your Rights to Use the App

Buyers are permitted to use the App for your own personal, household, family or business purposes, in accordance with the terms herein.

Sellers represent and warrant to us that you will use the App for business purposes only, in accordance with the terms herein. For the avoidance of doubt, Sellers are not permitted to use the App for their own personal, household or family purposes.

Subject to these Terms, we hereby grant you a limited, revocable, personal, non-sublicensable, non-transferable, and non-exclusive license to access and use the App. You will use the App in full compliance with all applicable laws and regulations with regard to your use of the Apps, including all applicable laws.

If you breach any of these Terms, your right to use the App will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the App, or any content on the App is transferred to you.

We reserve all rights that are not expressly granted to you under these Terms.

Livestream Clipping

When you create a clip from your use of the Livestream Clipping (each clip, a "Clip"), Whatnot grants to you a limited, non-exclusive, non-transferable, revocable license, to copy, download, and display the Clip solely for your personal and non-commercial use, provided that you do not modify the Clip beyond what is permitted on the App and that you retain all copyright and other proprietary notices contained in the Clip, if applicable. Such uses may include, for example, sharing the Clip to your personal social media channels, creating a virtual shopping list of Items for yourself on the App, or tracking prices of certain Items available on the App. You may not, however, distribute, copy, reproduce, display, republish, download, or transmit the Clip or any portion of the Clip for public or commercial use, including without limitation, using the Clip in any ad-supported blogs or websites, or as part of a paid content offering, paid mailing list or paid newsletter. All rights not expressly granted in these Terms are reserved.

User Interactions

Interactions with other Users

Whatnot has built the App in order to provide Users with the ability to connect with other Users to coordinate Transactions. The degree to which Users may interact and know each other's identity or identifying information and the degree to which Whatnot helps facilitate User interactions may vary from time to time.

Whatnot does not conduct criminal background or identity verification checks on the Users or otherwise inquire into the background of its Users. WHATNOT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS. WHATNOT RESERVES THE RIGHT TO CONDUCT—AND YOU AUTHORIZE WHATNOT TO CONDUCT—ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

Whatnot strives to encourage a respectful User experience on the App. We encourage you to take steps to help you stay safe when meeting or interacting with other Users, whether on the App or in person, including as part of utilizing the Free Pickup Services, such as not sharing your financial information or sending money directly to other Users, protecting your personal information when communicating with other Users, and reporting all suspicious and offensive behavior or any concerns through the User reporting tool in the App and/or by messaging Whatnot using our help page.

Whatnot is not responsible for the conduct of any User on or off the App. You agree to use caution in all interactions with other Users in the App and in person, including when meeting with other Users in person to pick up or hand off a purchased Item.

SUBJECT TO APPLICABLE LAW AND AS FURTHER PROVIDED IN THESE TERMS, WHATNOT IS NOT AND SHALL NOT BE LIABLE FOR, AND YOU HEREBY RELEASE AND HOLD HARMLESS WHATNOT FROM, ANY AND ALL DIRECT OR INDIRECT LOSS, DAMAGE, HARM, INJURY, OR CLAIMS THAT ARISE FROM OR ARE RELATED TO USER INTERACTIONS, ENGAGEMENTS, OR OTHER USE OF THE APP. IF YOU RESIDE IN THE PROVINCE OF QUÉBEC, THE FOREGOING EXCLUSION WILL NOT APPLY TO THE DIRECT CONSEQUENCES OF AN ACT OF WHATNOT OR ITS REPRESENTATIVES.****

User Legal Compliance

We require that Users comply with all applicable laws regarding Transactions, which may include licensing, business registration and other similar requirements and obligations. It is solely the responsibility of each User, and not of Whatnot, to determine which laws are applicable to them and ensure that they are in compliance with such laws and that they have all necessary rights and licenses to buy and sell the Items. You acknowledge and agree that the use, listing, auctioning, purchase, distribution, promotion, advertising, and sale of certain Items are subject to federal, provincial or state, and local regulations, including, but not limited to, firearms, knives, recalled products, children's products, alcoholic beverages, cannabis, tobacco, food and drug products, medical devices, cosmetics, natural health products, coins, and currency. You expressly represent that you shall comply with all applicable federal, provincial or state, and local laws, statutes, ordinances, by-laws, and regulations relating to your use, listing, auctioning, purchase, and distribution, promotion, advertising, and sale of any Items through the App (hereinafter, the "Regulations"). You shall at all times defend, indemnify and hold Whatnot, its parent, subsidiaries, affiliates, and its and their respective shareholders, members, partners, officers, directors, employees, agents, joint venturers, and successors and assigns, harmless from, and against, all causes of action, suits, claims, demands, judgments, liabilities, direct or indirect losses, damages, awards, penalties, fines, costs and expenses (including, but not limited to, reasonable legal fees) of any nature or kind, arising under or resulting from: (i) your use, purchase, listing, or distribution of any Items in violation of any Regulations; (ii) your use of the App in connection with the purchase of Items subject to any Regulations; and (iii) your

alleged or actual violation or breach of any Regulations.

Please Note: While we require all Users to comply with applicable law, we make no effort to verify or ensure such compliance and we do not guarantee that (i) the App complies with applicable laws; (ii) Users will be in compliance with applicable laws while using the App; or (iii) transactions occurring through the App comply with applicable laws. Except where prohibited by applicable law (which may include the Province of Quebec) we hereby disclaim all liability for any claims arising from, in connection with or relating to (i) the App's compliance with applicable laws; (ii) a User's compliance with applicable laws while using the App; or (iii) whether transactions occurring through the App are in compliance with applicable laws. Except where prohibited by applicable law (which may include the Province of Quebec) you hereby remise, release and forever discharge Whatnot and the Whatnot Representatives of and from any and all claims whatsoever which you ever had, now have or may hereafter have, whether at common law, in equity, by statute or otherwise, whether now known or unknown, arising from, in connection with or in respect of (i) whether the App complies with applicable laws; (ii) whether a User's is in compliance with applicable laws while using the App; or (iii) whether transactions occurring through the App are in compliance with applicable laws.

Pricing Billing and Fees

Pricing

At this time, it is free to create an Account and use the App. However, Sellers are required to pay fees related to Transactions. These fees are outlined on our [FAQs](#), which may be updated or amended from time to time (the "Fee Schedule"). Due to the presence of these potential fees, Users may be required, upon registering their Account, to enter a desired payment method as prompted ("Payment Method").

You authorize Whatnot and/or its Billing Agent to bill you in a manner consistent with its fee structure as found in the Fee Schedule. Fees and charges that are due as a result of a Transaction are automatically billed to your Payment Method upon a Transaction.

Current Payment Information

You must provide Whatnot with current payment information upon registration, change of payment information, and at Whatnot's request. You are solely responsible for maintaining and updating your payment information. Whatnot is not liable for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your Payment Method.

Billing Authorization

The following shall apply if you sign up for an Account:

- You authorize Whatnot and/or any other company that bills for products or services, or acts as billing agent for Whatnot ("Billing Agent") to charge and/or place a hold on your Payment Method for any charges or fees related to your use of the App.
- You authorize Whatnot and/or Billing Agent to charge and/or place a hold on your Payment Method for any charges related to your use of the App.
- You authorize the party that issued your Payment Method to pay any amounts described herein without requiring a signed receipt, and you agree that your acceptance of these Terms is authorization to the issuer to pay all such amounts.
- You authorize Whatnot and/or its Billing Agent to continue to attempt to charge your Payment Method for all amounts described herein, or any portion thereof, until such amounts are paid in full.

If the Payment Method on file is declined or otherwise rejected for any fee or membership charge, the User shall have 7 days to provide updated information and payment. Failure to cure the within the 7-day grace period may, at Whatnot's sole discretion, result in termination of your Account without a refund. If a User wishes to reactivate their Account after deactivation from failure to pay a fee, they will be required to satisfy any debts owed to another User or to Whatnot before a new Account can be created.

Transactions

Item Transactions Generally

Sellers may list an Item for sale in the App. By listing an Item in the App, Sellers create a binding offer to sell that particular Item at a

specified price ("Listing Price"). When a Listing Price aligns with a Buyer's specified buying price (an "Offer"), the App processes an automatic purchase Transaction. Buyer's Payment Method is immediately charged the total amount of the Transaction, which includes the purchase price plus all applicable fees. Upon the occurrence of a Transaction, Seller ships the Item to Buyer using a pre-paid shipping label provided to Seller by Whatnot or Whatnot's third party service provider(s). Within 10 days of the Buyer's receipt of the Item(s), the applicable purchase price, less any applicable fees payable by the Seller to Whatnot pursuant to the Fee Schedule, will be transferred to the Seller via the Payment Processor (a "Payout Transaction"). The amounts available for Payout Transactions may be reflected on the App as the Seller's Whatnot Account Balance. It is your responsibility to ensure that all information provided is accurate for a proper transfer. Whatnot may be unable to recover money transferred to an improper account based on the information provided by Users. Seller shall be responsible for the cost of fees charged by the Payment Processor for transfers, and Seller should review the Payment Processor's terms and services as rates are subject to change and beyond the control of Whatnot. Sellers will be subject to and must comply with Payment Processor's terms and conditions.

If available for a given Transaction, a Buyer may opt into a verification process whereby Whatnot verifies the Item purchased by the Buyer (a "Verification Opt-in"). Upon the occurrence of a Transaction whereby the Buyer has selected the Verification Opt-In, Seller will ship the Item to Whatnot. Whatnot then conducts a verification process in which Whatnot determines the accuracy of the Item's description, condition and authenticity. Once Whatnot determines, in its sole discretion, that the Item is authentic and that its description is accurate, Whatnot confirms the Transaction can proceed and ships the Item to Buyer. If a Buyer participates in the Verification Opt-In, such Buyer will be charged an additional fee, payable to Whatnot, as set out on the [Whatnot FAQs](#).

If available for a given Transaction, a Buyer may opt into a grading service offered by Whatnot's third-party service provider (the "Grading Service Provider") to grade the Item purchased by the Buyer (a "Grading Opt-In"). Upon the occurrence of a Transaction whereby the Buyer has selected the Grading Opt-In, Seller will ship the Item to the Grading Service Provider. The Grading Service Provider will then assess the authenticity, quality, and condition of an Item. Once the Grading Service Provider completes its assessment, the Grading Service Provider will provide the Buyer with the results of such assessment and will ship the Item to the Buyer. If a Buyer participates in the Grading Opt-In, such Buyer will be charged an additional fee, payable to Whatnot, as set out on the [Whatnot FAQs](#).

If available for a given Transaction, a Buyer may opt into a grading service offered by Whatnot's third-party service provider, Professional Sports Authenticators ("PSA") to grade the Item purchased by the Buyer (a "Grading Opt-In"). Upon the occurrence of a Transaction whereby the Buyer has selected the Grading Opt-In, Seller will ship the Item to PSA. PSA will then assess the authenticity, quality, and condition of an Item. Once PSA completes its assessment, PSA will provide the Buyer with the results of such assessment and will ship the Item to the Buyer. If a Buyer participates in the Grading Opt-In, such Buyer will be charged an additional fee, payable to Whatnot, as set out on the [Whatnot FAQs](#). By participating in the Grading Opt-In, a Buyer accepts and agree to be bound and abide by the [PSA Grading Terms and Conditions](#) and the [Collectors User Agreement](#). Except as expressly set forth herein, your relationship with PSA and PSA's grading of your Items is solely governed by such agreements.

Seller Responsibilities for Item Transactions:

A Transaction occurs when a Listing Price and an Offer align. Upon a Transaction, Sellers are responsible to ship the Item in accordance with Whatnot's [shipping policy](#), which is subject to change, and is available at all times on the [Whatnot FAQs](#). (Sellers who successfully fulfill a Transaction through Free Pickup Services do not need to ship the Item as well, of course.) To benefit Sellers, directly or indirectly through its third party service provider(s), Whatnot provides a pre-paid shipping label that Sellers use to ship an Item to Buyer, or to Whatnot in the case of a Verification Opt-in. Should, for any reason, the cost to ship an Item exceed the pre-paid label price, Seller shall be responsible for any additional payment necessary to ship the Item. Failure to abide by shipping policies may, at the sole discretion of Whatnot, result in penalties.

Sellers are responsible for the accuracy of an Item's description. Sellers are required to ensure that the Item matches exactly the image that is displayed on the App, and that the described condition of the Item is a true and accurate description of the condition of the Item. Any inaccuracy, whether it be the description, condition or authenticity of an Item, may, at the sole discretion of Whatnot, result in penalties. If Sellers have any questions regarding Whatnot's authentication process or its condition evaluation process, Seller is responsible for reviewing these items on the [Whatnot FAQs](#).

Whatnot may, in its sole discretion, impose consequences on Sellers who, in Whatnot's sole discretion, violate these Terms, including

but not limited to (i) charging an additional fee of 15% of the total Transaction amount, or \$12.00 (USD) for Transaction less than \$45.00 (USD), whichever is greater, plus applicable Taxes and additional amounts that may be necessary to reflect the use of coupons, promotional specials, or gift certificates, and amounts that reflect the cost of a replacement Item; (ii) removal of any or all Seller Items from the App; (iii) cancellation of any or all of Seller's pending Transactions; (iv) withholding of any payments due to Seller; (v) charging Seller, via the Payment Method or otherwise, for costs, expenses and fees incurred by Whatnot as a result of Seller's action or inaction, including the cost of refunds or reimbursements issued to buyers for undelivered, misrepresented, or otherwise non-compliant Products or Orders, chargebacks or reversal of payment, the value of coupons and gift certificates provided to the Buyer, reprinting fees, rerouting charges imposed by carriers, and the costs of collecting from Seller; and (vii) temporary or permanent suspensions of Seller's Account. For clarity, Whatnot may, in its sole discretion and without prior notice, impose the previously mentioned consequences on Sellers who, in Whatnot's sole discretion, abuse or otherwise misuse the "Early Payout" program and corresponding features available through the App. Seller hereby authorizes Whatnot to take any of the above actions as Whatnot deems appropriate and refer any unpaid amount to collections.

Whatnot may, in its discretion, allow and/or require Sellers to directly handle refund and return requests from Buyers through the functionality of the App. In such cases, Seller will bear the financial costs and responsibilities of issuing refunds to Buyers, and Whatnot is not responsible or liable to the applicable Buyers or any third party for any such refunds. When directly handling refund and return requests from Buyers through the functionality of the App, Seller shall at all times comply with the Return Policy, and will not conduct any activities in connection with handling returns and refunds that are fraudulent, false, misleading, abusive, or deceptive. For clarity, (i) Whatnot is not responsible for, and has no duty to monitor, the actions and inactions of Sellers when Sellers are handling returns and refunds; and (ii) Whatnot may at any time and in its discretion terminate or suspend Seller's direct access to Buyers in connection with handling Buyers' refund and return requests, including without limitation, at the request of the Buyers.

Whatnot has no obligation to return Items that do not conform to the Seller's description, and Seller is responsible for any fees associated with any return or disposal of the Item(s). Whatnot has no obligation to return any Item that is deemed counterfeit, unauthentic, stolen, unauthorized, b-grade, or similar, but rather, Whatnot may turn those Items over to the proper authorities, and Seller is responsible for any fees associated with this action.

Buyer Responsibilities for Item Transactions:

When a Buyer places an Offer, the Buyer is responsible for the completion of payment of the Transaction amount, including all additional fees and Taxes. More information regarding fees and Taxes can be found in our Fee Schedule. Upon a Transaction, a Buyer authorizes Whatnot to charge Buyer's Payment Method. Buyer is responsible for updating Payment Method information as necessary to ensure sufficient funds and accurate information that will allow the satisfaction of payment obligations arising from a Transaction.

Penalties arising from payment-related issues may include but are not limited to (i) additional charges of 15% of the total Transaction amount, or \$12.00 USD for Transaction less than \$45.00 USD, whichever is greater, plus applicable Taxes and additional amounts that may be necessary to reflect the use of coupons, promotional specials, or gift certificates, and amounts that reflect the cost of a replacement Item; (ii) removal of any or all Buyer's Seller Items if said Buyer also acts as a Seller on the App; (iii) cancellation of any or all of Buyer's Seller pending Transactions on the App; (iv) withholding of any payments due to Buyer in its capacity as Buyer or Seller; (v) place limits on Buyer's ability to buy and/or sell Items; (vi) charges to Buyer's Payment Method or subsequently provided means of payment for costs, expenses, and fees incurred by Whatnot as a result of Buyer's failure to properly comply with these Terms and; (vii) temporary or permanent suspension of Buyer's Buyer and/or Seller Account.

Whatnot Responsibilities for Item Transactions:

Seller will ship the Item directly to the Buyer using the pre-paid shipping label provided to the Seller by Whatnot or Whatnot's third party service provider(s). Whatnot, through the Payment Processor, will issue payment to Seller within 10 days of the date of evidence of Buyer's receipt of the Item(s). In the event that a Buyer disputes the Item for any reason, Whatnot may, at its sole discretion, delay the distribution of payment, request the Item be sent to Whatnot, request the Item be returned to the Seller, or issue a refund to the Buyer. This list of actions is meant to be illustrative rather than exhaustive.

For Transactions subject to the Verification Opt-In, Whatnot conducts a verification process using commercially reasonable efforts to determine the authenticity of each Item and the accuracy of the Item's description, including its condition ("Item Verification").

Notwithstanding the foregoing, except where prohibited by applicable law or as otherwise set out in our [High Value Loss Reimbursement Policy](#), Whatnot shall not be liable or responsible for any User's damage, direct or indirect loss, costs or expenses arising from any Item Verification, regardless of whether or not such damage, loss, costs or expenses arise from the negligence of Whatnot. If you reside in the Province of Québec, the foregoing exclusion will not apply to the direct consequences of an act of Whatnot or its representatives. In the event that an Item cannot be authenticated, or is determined to be inaccurately described, Whatnot shall notify the Buyer and the Seller of Whatnot's conclusion, which results in an automatic cancellation of the Transaction and a refund to the Buyer's Payment Method. Once Whatnot determines that the Item meets the necessary criteria, In the event that an Item is authenticated, Whatnot will ship the Item to the Buyer, and will provide shipping notice and tracking information. For Transactions subject to the Grading Opt-In, Whatnot will procure PSA's services to grade an Item. Notwithstanding the foregoing, except where prohibited by applicable law or as otherwise set out in our [High Value Loss Reimbursement Policy](#), Whatnot shall not be liable in any way for PSA's services or responsible for any User's damage, direct or indirect loss, costs or expenses arising from or related to any Grading Opt-In, regardless of whether or not such damage, loss, costs or expenses arise from the negligence of Whatnot. If you reside in the Province of Québec, the foregoing exclusion will not apply to the direct consequences of an act of Whatnot or its representatives. Except as may be otherwise set out in our [High Value Loss Reimbursement Policy](#), Whatnot shall not be responsible for any Item that is damaged or lost during shipping. As above, Whatnot, through the Payment Processor, will issue payment to Seller within 10 days of the date of evidence of Buyer's receipt of the Item(s). For further information about Whatnot's roles and responsibilities, visit the [Whatnot FAQs](#). For certainty, Whatnot does not conduct an Item Verification or procure PSA's services, unless a Buyer selects the Verification Opt-In or Grading Opt-In as applicable at the time of the Transaction.

Whatnot may, in its sole discretion, provide historical Whatnot sales data and estimated values for Items. Whatnot is under no obligation to provide such data, but rather may choose to do so for the benefit of its Users. Whatnot's historical sales data and estimated values in no way suggest or guarantee that Items will sell for an amount that is close to or that exceeds the amount of any past Transaction or for estimated value. We hereby disclaim all liability for any claims arising from, in connection with or relating to any historical sales data or estimated values for Items that we may provide on the App. You hereby remise, release and forever discharge Whatnot and the Whatnot Representatives of and from any and all claims whatsoever which you ever had, now have or may hereafter have, whether at common law, in equity, by statute or otherwise, whether now known or unknown, arising from, in connection with or in respect of any historical sales data or estimated values for Items that we may provide on the App.

Free Pickup Services

As part of the Free Pickup Services, Sellers selling Items on the App may offer, and Buyers may elect to, pick up Items purchased on the App at a physical location. Once Buyer has purchased the Item and selected the Free Pickup Services option, instructions on the coordination of the pickup, including the pickup address, specified window(s) of time to pick up the purchased Item(s), contact information, and other pickup notes and information may be made available in the order confirmation email sent to Buyer and the order details page in the App. You represent and warrant that any meeting that you have with a Buyer or Seller will be solely for the purpose of handing over and picking up the purchased Item from a Transaction on the App. Once the Buyer picks up the purchased Item, we may require either Buyer or Seller or both Buyer and Seller to verify that such purchased Item has been picked up. Buyers will have seven (7) days from the date the purchased Item is made available to pick up the purchased Item from Seller. If the seven (7)-day period has lapsed and Buyer has not picked up the purchased Item, the order will be marked as completed and the funds will be transferred to the Seller.

Free Pickup Services Payment Terms

The following terms apply to Transactions where the Buyer has elected to use Free Pickup Services, and apply notwithstanding anything else conflicting in these Terms.

Payment Terms for Buyers If you are a Buyer of a purchased Item and opt in to the Free Pickup Services, then you will be charged for the cost of the purchased item and any applicable taxes at the time of the purchase. You will not be charged for shipping for items purchased with Free Pickup Services.

Payment Terms for Sellers

If you are a Seller of a purchased Item to a Buyer who uses the Free Pickup Services, payment for the purchased Item, less any

applicable fees payable by Seller to Whatnot pursuant to the Fee Schedule, will be released to you at the earliest of 1) when you confirm through the Whatnot app that the Buyer has picked up the order through the Whatnot app, or 2) the seven (7)-day time period has lapsed. After that point, the applicable purchase price, less any applicable fees payable by the Seller to Whatnot pursuant to the Fee Schedule, will be transferred to the Seller via the Payment Processor, as described in the Item Transactions Generally section above. These payment terms will not apply to Sellers who are exempted from these terms as determined by Whatnot in its sole discretion.

Appointment of Whatnot as Limited Collection Agent for Sellers

Each Seller hereby appoints Whatnot as its payment collection agent for the limited purpose of receiving, holding, and settling payments from Buyers. Seller further agrees and understands that any such payment received by Whatnot from a Buyer, on Seller's behalf, shall be considered the same as payment made directly to Seller. Such payment shall be deemed to satisfy the Buyer's obligation to pay Seller, and Seller will provide its services to the Buyer in the agreed-upon manner as if the Seller had received the payment directly from the Buyer. Seller understands that Whatnot's obligation to pay the Seller is subject to, and conditional upon, successful receipt of the associated payments from the Buyer. Seller further agrees that Whatnot is not required to settle such payment to Seller in the event that Buyer initiates a chargeback, ACH return, or otherwise disputes the payment. In the event that Whatnot does not make a payment to Seller as required by this Agreement, Seller will have recourse against only Whatnot and not against Buyer. In accepting appointment as the limited payment collection agent of the Seller, Whatnot assumes no liability for any acts or omissions of the Seller. This limited agency shall apply only with respect to a Seller who is a United States person as defined in section 7701(a)(30) of the United States Internal Revenue Code of 1986, as amended.

Buyer acknowledges that, notwithstanding the fact that Whatnot is not a party to the agreement between Buyer and Sellers, Whatnot acts as the Seller's payment collection agent for the limited purpose of accepting payments from you on behalf of the Seller. Upon making a payment to Whatnot, Buyer's payment obligation to the Seller for such payment amount is extinguished, and Whatnot is responsible for remitting the payment to the Seller. In the event that Whatnot does not remit such payment to the Seller, the Seller will have recourse only against Whatnot and not Buyer.

Auction Terms & Conditions

User Content

Certain Sellers may be permitted to upload, post or transmit (such as via a stream) or otherwise make available content through the App including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein, including videos that incorporate locally stored sound recordings from your personal music library and ambient noise ("User Content") in connection with a live auction conducted by Seller for bidding and purchase of Items ("Auction"). The defined term "Transaction" as used these Terms will include Auctions, as applicable.

Whenever you upload or transmit User Content through the App, you must comply with the standards described under "Going Live On Whatnot" currently available at: <https://whatnot.zendesk.com/hc/en-us/sections/4416939590797-Going-Live> as may be updated by Whatnot from time to time. You warrant that your User Content does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any direct or indirect loss or damage we suffer as a result of your breach of warranty.

You must not post any User Content on or through the App or transmit to us any User Content that you consider to be confidential. When you submit User Content through the App, you agree and represent that you own that User Content, or you have received all necessary permissions, consents, waivers and clearances, or are otherwise authorized to submit it to the App and grant the licenses to such User Content as described in these Terms.

You or the owner of your User Content still own the copyright in User Content sent to us, but by submitting User Content via the Services, you hereby grant us a non-exclusive, royalty-free, fully transferable, perpetual, irrevocable, worldwide license to use, modify, adapt, reproduce, make derivative works of, publish and/or transmit, and/or distribute and to authorize other Users and third-parties to view, access, use, download, modify, adapt, reproduce, make derivative works of, publish and/or transmit your User Content in any format and on any platform, either now known or hereinafter invented.

By posting User Content to or through the App, you waive any rights to prior inspection or approval of any marketing or promotional

materials related to such User Content. You also waive any and all rights of privacy, publicity, or any other rights of a similar nature in connection with your User Content, or any portion thereof. To the extent any moral or author's rights are not transferable or assignable, you hereby waive and agree never to assert any and all moral and author's rights, or to support, maintain or permit any action based on any moral rights that you may have in or with respect to any such User Content.

You further grant us a royalty-free license and permission to use your name, image, voice, and likeness to identify you as the source of any of your User Content or otherwise in connection with our use of your User Content. Whatnot has the right to use, on the App and in advertising and promotional materials, images (including photographic images) of Items being sold or that have been sold through the App, including through Auctions.

Whatnot reserves the right to cut, crop, edit or refuse to publish, your User Content at our sole discretion. In addition, we have the right – but not the obligation – in our sole discretion to remove, disallow, block or delete any User Content (i) that we consider to violate these Terms, or (ii) in response to complaints from other users or third parties, with or without notice and without any liability to you. We do not guarantee the accuracy, integrity, appropriateness or quality of any User Content, and under no circumstances will we be liable in any way for any User Content.

When you stream on the App as a Seller, Whatnot may record and store a copy of your stream. By creating a stream, you hereby consent to your voice and likeness being recorded and stored by Whatnot for transaction verification and fraud prevention purposes.

Auction Eligibility and Fees

Eligibility to host an Auction will be determined in Whatnot's sole discretion. If you participate in or host an Auction, you agree to be bound by and pay all fees according to the Live Auction Rules, currently available at: <https://help.whatnot.com/en/articles/4580989-live-auction-rules> as may be updated by Whatnot from time to time. Each Seller that hosts an Auction may charge a buyer's premium (which is an additional fee that a winning bidder is required to pay above the auction price) as well as shipping, handling, and other fees. These fees are subject to change by the Seller and the particular item for sale and are set by the Seller. In offering the App, Whatnot acts as an intermediary platform provider to allow users to communicate and connect with each other in connection with Transaction, including Auctions. Whatnot is not an auction house and we are not conducting live auctions.

Bidding, Buying and Conditions of Sale

The rules for how bids are accepted, bid increments, bid retraction and cancellation, the conditions the Buyer must meet to purchase an item, as well as the specific conditions of sale (such as warranties, shipping costs, insurance, and the like) may change for each Auction at the sole discretion of the Seller. Seller acts as an auctioneer and makes the sole, final determination concerning bidding on the Item, the sale of the Item, and the resolution of any disputes; provided that Whatnot reserves the right to cancel an Auction if it determines in its reasonable discretion that a bid was made in error.

Return Policy

The Whatnot return policy can be found on the [Whatnot FAQs](#) (the "Return Policy"). If you experience a problem with your purchase or Item, and you cannot find the proper answer on our [FAQs](#) page, please contact us using our [help page](#).

NFT Transactions Generally

Sellers may list an NFT for sale in the App. By listing an NFT in the App, Sellers create a binding offer to sell that particular NFT at a specified price ("NFT Listing Price"). Whatnot may from time to time be the Seller of NFTs on the App. When an NFT Listing Price aligns with a Buyer's specified buying price (an "NFT Offer"), the App processes an automatic purchase Transaction. Buyer's Payment Account is immediately charged the total amount of the Transaction, which includes the purchase price plus all applicable fees. When you purchase an NFT on the App, the NFT is held in the Whatnot custodied wallet(s), and the NFT will continue to be held in the Whatnot custodied wallet(s) unless and until you withdraw your NFT.

NFT Buyers and Sellers

PURCHASE TERMS.** ** NFTS PURCHASED OR SOLD ON THE APP ARE SUBJECT TO TERMS DIRECTLY BETWEEN BUYERS AND SELLERS (E.G., WITH RESPECT TO THE USE OF THE NFT CONTENT, AS DEFINED BELOW, OR BENEFITS ASSOCIATED WITH A GIVEN NFT) (THE **"PURCHASE TERMS"). ** WHATNOT IS NOT A PARTY TO ANY SUCH PURCHASE TERMS, WHICH ARE SOLELY

BETWEEN THE BUYER AND THE SELLER, UNLESS WHATNOT IS LISTED AS THE SELLER OF THE NFT. THE BUYER AND SELLER ARE ENTIRELY RESPONSIBLE FOR COMMUNICATING, PROMULGATING, AGREEING TO, AND ENFORCING PURCHASE TERMS. SELLER MUST COMPLY WITH AND FULFILL THE PURCHASE TERMS WITH RESPECT TO ANY NFTS THAT IT SELLS. WHEN YOU PURCHASE AN NFT THROUGH THE APP, YOU OWN ALL PERSONAL PROPERTY RIGHTS TO THE ELECTRONIC RECORD THAT COMPRISES THE NFT (I.E., THE RIGHT TO SELL OR OTHERWISE DISPOSE OF THAT NFT). UNLESS EXPRESSLY SPECIFIED IN THE PURCHASE TERMS, SUCH RIGHTS, HOWEVER, DO NOT INCLUDE THE OWNERSHIP OF THE INTELLECTUAL PROPERTY RIGHTS IN ANY OF THE DIGITAL ART EMBODIED IN THE NFTS AND ANY NAME, LIKENESS, IMAGE, SIGNATURE, VOICE AND OTHER IDENTIFIABLE CHARACTERISTICS INCLUDED IN THE DIGITAL ART EMBODIED IN THE NFTS, CREATIVE ASSETS YOU PROVIDE TO WHATNOT, AND YOUR NAME, LOGOS AND TRADEMARKS, AND ALL INTELLECTUAL PROPERTY RIGHTS IN THE FOREGOING (COLLECTIVELY, THE **"NFT CONTENT"**). **** RATHER, UNLESS SPECIFIED OTHERWISE IN THE PURCHASE TERMS, THE BUYER HAS A LICENSE TO USE THE NFT CONTENT SOLELY FOR THE FOLLOWING PURPOSES: (1) FOR BUYER'S OWN PERSONAL, NON-COMMERCIAL USE; (2) ATTEMPTS TO SELL OR OTHERWISE DISPOSE OF THE NFT CONSISTENT WITH THE OWNERSHIP OF IT; AND (3) AS PART OF A THIRD PARTY OFFERING COMPATIBLE WITH THE PURCHASED NFT IN THE NORMAL COURSE OF THE PERMITTED END-USE OF SUCH OFFERING.****

COSTS AND FEES.** TRANSACTIONS ON THE APP MAY BE SUBJECT TO FEES THAT WHATNOT COLLECTS TO SUPPORT THE NFT CREATORS AND THE APP, AS POSTED ON THE FEE SCHEDULE OR OTHERWISE SET FORTH IN THESE TERMS. YOU AGREE AND ACKNOWLEDGE THAT THERE MAY BE ROYALTIES ASSOCIATED WITH THE SECONDARY SALE OF ANY NFT. YOU FURTHER AGREE TO PAY ALL OTHER APPLICABLE FEES, AND YOU AUTHORIZE WHATNOT TO AUTOMATICALLY CHARGE YOU FOR ANY SUCH FEES OR DEDUCT SUCH FEES (INCLUDING THE TRANSACTION FEE) DIRECTLY FROM YOUR AMOUNTS PAID BY THE BUYER. THE PAYMENTS MADE TO SELLERS DO NOT INCLUDE ANY TAXES (AS DEFINED BELOW), AND WHATNOT SHALL HAVE NO RESPONSIBILITY FOR PAYMENT OF SUCH TAXES REGARDLESS OF THE TAXING AUTHORITY. EACH PARTY SHALL BE RESPONSIBLE FOR ALL TAXES IMPOSED ON ITS INCOME OR PROPERTY. BUYERS WILL BE RESPONSIBLE FOR PAYING ALL SUCH FEES.**

REVENUE SHARE AND FEES.** IF YOU ARE A SELLER, WILL RECEIVE REVENUE LESS THE TRANSACTION FEE FOR EACH INITIAL SALE OF YOUR NFT ON THE APP. "REVENUE" MEANS THE GROSS AMOUNT PAID BY THE BUYER OF A SALE OF YOUR NFT ON THE APP. "TRANSACTION FEE" MEANS A CERTAIN PERCENTAGE OF THE GROSS AMOUNT PAID BY THE PURCHASE IN AN INITIAL SALE OF YOUR NFT, AS NOTED IN THE FEE SCHEDULE.**

WITHDRAWING YOUR NFT.** YOU MAY WITHDRAW YOUR NFT FROM THE WHATNOT CUSTODIED WALLET(S) AT ANY TIME. TO WITHDRAW YOUR NFT, YOU MUST PROVIDE AN ADDRESS TO WHICH YOU WANT THE WITHDRAWAL TO BE SENT. WHATNOT HAS THE DISCRETION TO REVIEW THE WITHDRAWAL REQUESTS BEFORE PROCESSING, AND IN SOME CASES, WHATNOT MAY LOCK AN NFT FOR SOME PERIOD OF TIME, IF NECESSARY, TO PREVENT FRAUDULENT BEHAVIOR. YOU FURTHER AGREE TO PAY ALL OTHER APPLICABLE FEES, INCLUDING GAS FEES AND HOSTING FEES, AND YOU AUTHORIZE WHATNOT TO AUTOMATICALLY CHARGE YOU FOR ANY SUCH FEES WHEN YOU WITHDRAW YOUR NFT. "GAS FEES" MEAN THE FEES THAT FUND THE NETWORK OF COMPUTERS THAT RUN THE DECENTRALIZED BLOCKCHAIN NETWORK, MEANING THAT YOU WILL NEED TO PAY A GAS FEE FOR EACH TRANSACTION THAT OCCURS VIA THE BLOCKCHAIN NETWORK.**

Taxes Generally

You are solely responsible for all costs incurred by you in using the App and determining, collecting, reporting and paying all applicable Taxes. In certain jurisdictions Whatnot may be required to remit certain sales Taxes with respect to your sales in that jurisdiction to the applicable governmental agency on its own return. In such cases, Whatnot shall collect and/or retain any such applicable taxes and remit such taxes to the applicable governmental agency. As used herein, "Tax(es)" means the taxes, duties, levies, tariffs, and other governmental charges that may be required by applicable law to be paid, collected and/or remitted to governmental agencies, and other similar municipal, provincial or state, federal and national indirect or other withholding and personal or corporate income taxes. You are solely responsible for maintaining all relevant Tax records and complying with any reporting requirements you may have as related to our App and the sale of Items or NFTs, as applicable. You are further solely responsible for independently maintaining the accuracy of any record submitted to any tax authority including any information derived from the App. We reserve the right to report any activity occurring using the App to relevant tax authorities as required under applicable law.

All fees and other amounts payable to Whatnot are exclusive of any applicable sales taxes, and you are responsible for paying any applicable sales taxes in addition to such fees or other amounts.

Taxes (Canada Only)

Canadian tax legislation mandates Whatnot to collect and remit sales tax for some purchases in Canada. For all sales of taxable items sold for delivery in Canada, Whatnot collects the applicable Canadian Goods and Services Tax/Harmonized Sales Tax ("GST/HST"), Quebec sales tax ("QST") and Provincial Sales Taxes ("PST") in British Columbia, Manitoba and Saskatchewan on behalf of sellers (irrespective of the seller's GST/HST or QST registration status) and remits the tax to the appropriate tax authorities.

This following applies only to Sellers who are registered for Canadian GST/HST or QST:

Effective July 13th 2023, by continuing to use the App, Sellers registered for GST/HST or QST agree to enter into an election pursuant to Subsection 177 (1.1) of the Excise Tax Act (Canada) and section 40.0.1 of an Act respecting the Quebec sales tax to jointly elect Whatnot to act as billing agent on your behalf for the purposes of GST/HST and QST, to determine, calculate and remit, directly to the tax authorities, applicable GST/HST and QST for all of the supplies made by you through the App. The election is effective until it is jointly revoked by Whatnot and you.

Further, you hereby acknowledge that you have completed, signed and returned Form GST506 to Whatnot:

- Sellers registered for GST/HST only should complete the form [here](#)
- Sellers registered for both GST/HST and QST should complete the form [here](#)

Completed forms should be returned to CanadaGSTForms@whatnot.com. Please contact us at CanadaGSTForms@whatnot.com for your copy of our jointly executed election form, which you should retain with your tax files.

Both parties to this election are jointly and severally, or solidarily liable for certain GST/HST and QST obligations as specified under local laws.

If you have not completed, signed and returned Form GST506, you hereby acknowledge, represent and warrant that you are not registered or required to be registered for GST/HST or, as applicable, QST purposes in Canada and therefore acknowledge that Whatnot will determine, calculate and remit applicable GST/HST and QST on sales of taxable goods, as required under federal and provincial tax legislation.

Intellectual Property and Account Information

Intellectual Property Ownership

Whatnot and its licensors are the sole owners of all right, title, and interest in and to the App, including all software and technology therein, as well as any and all intellectual property rights arising therefrom or existing therein. Except as otherwise provided herein or as authorized in writing by Whatnot, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, frame, create derivative works from, transfer, or otherwise use in any other way for commercial or public purposes, in whole or in part, any information, software, products, materials, or services obtained from the App. If you wish to make any use of material provided as part of the App other than as set out in these Terms, please address your request to: copyright@whatnot.com.

Any use of the App not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. We reserve all rights that are not expressly granted to you under these Terms.

Cooperation with Law Enforcement

Without limiting any term or provision of these Terms, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any Items on or through the App. **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 SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

Copyright Complaints

Whatnot respects the intellectual property rights of others and expects its users to do the same. It is Whatnot's policy, in appropriate circumstances and at its discretion, to terminate the accounts of users who repeatedly infringe the copyrights of others. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Whatnot will respond expeditiously to claims of copyright infringement committed using the App that are reported to Whatnot's Designated Copyright Agent, identified in the sample notice below. If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the App by completing the following DMCA Notice of Alleged Infringement and delivering it to Whatnot's Designated Copyright Agent. Upon receipt of the Notice as described below, Whatnot will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the App.

DMCA Notice of Alleged Infringement ("Notice")

- 1 - Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
- 2 - Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the App where such material may be found.
- 3 - Provide your mailing address, telephone number, and, if available, email address.
- 4 - Include both of the following statements in the body of the Notice:
 - - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- 5 - Provide your full legal name and your electronic or physical signature. Deliver this Notice, with all items completed, to Whatnot's Designated Copyright Agent: Copyright Agentc/o Whatnot, Inc.
2261 Market Street
STE 10754
San Francisco, CA 94114
(323) 948-1820
copyright@whatnot.com

Liability, Indemnification, and Disputes

Assumption of Risk

You agree and acknowledge the world is a dangerous place and you must use a great deal of care and caution in all interactions with other Users, whether such interactions occur by phone call, electronic communication outside of the App, or in-person interactions. In the event that Users interact on the App, Whatnot encourages all Users to take proper precautions. Except where prohibited by applicable law (which may include the Province of Quebec), we hereby disclaim all liability for any claims arising from, in connection with or relating to your communication with another User on, through, or while using the App. Except where prohibited by applicable law (which may include the Province of Quebec), you hereby remise, release and forever discharge Whatnot and the Whatnot Representatives of and from any and all claims whatsoever which you ever had, now have or may hereafter have, whether at common law, in equity, by statute or otherwise, whether now known or unknown, arising from, in connection with or in respect of your communication with another User on, through, or while using the App. If the identity of another User is discovered and leads to an interaction that either User considers inappropriate for any reason, Whatnot encourages the User to contact us using our [help page](#).

BY USING THE APP AND ENTERING INTO A TRANSACTION YOU ARE ACKNOWLEDGING THAT YOU ARE AWARE OF THE RISKS

ASSOCIATED WITH USING THE APP AND ENTERING INTO A TRANSACTION.

With regards to NFT Transactions, you also accept and acknowledge that:

- The prices and liquidity of cryptocurrency assets (including any NFTs) are extremely volatile. Fluctuations in the price of other digital assets could materially and adversely affect the NFTs made available through the App, which may also be subject to significant price volatility. We cannot guarantee that any Buyers of NFTs will not lose money.
- You are solely responsible for determining what, if any, Taxes apply to your Transactions through the App. Neither Whatnot nor any Whatnot affiliates are responsible for determining the Taxes that apply to such Transactions.
- Any transfer of cryptocurrency assets (such as withdrawing your NFT) occurs within the supporting decentralized blockchain in which NFTs are recorded (the "Blockchain") and not on the App. Transactions in NFTs may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.
- There are risks associated with using an Internet based currency, including but not limited to, the risk of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your wallet. You accept and acknowledge that Whatnot will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience when using the App for Transactions, however caused.
- A lack of use or public interest in the creation and development of distributed ecosystems could negatively impact the development of those ecosystems and related applications, and could therefore also negatively impact the potential utility or value of a certain NFT.
- The regulatory regime governing blockchain technologies, cryptocurrencies, and tokens is uncertain, and new regulations or policies may materially adversely affect the development of the App and the utility of NFTs.
- The App may rely on third-party platforms to perform Transactions with respect to any cryptocurrency assets. If we are unable to maintain a good relationship with such platform providers; if the terms and conditions or pricing of such platform providers change; if we violate or cannot comply with the terms and conditions of such platforms; or if any of such platforms loses market share or falls out of favor or is unavailable for a prolonged period of time, access to and use of the App will suffer.
- There are risks associated with purchasing user generated content, including but not limited to, the risk of purchasing counterfeit assets, mislabeled assets, assets that are vulnerable to metadata decay, assets on smart contracts with bugs, and assets that may become untransferable. Whatnot reserves the right to hide collections, contracts, and assets affected by any of these issues or by other issues. Assets you purchase may become inaccessible on the App. Under no circumstances shall the inability to view or access your assets on the App serve as grounds for a claim against Whatnot.
- By accessing and using the App, you represent that you understand the inherent risks associated with using cryptographic and blockchain-based systems, and that you have a working knowledge of digital assets. Such systems may have vulnerabilities or other failures, or other abnormal behavior. Whatnot is not responsible for any issues with the Blockchains, including forks, technical node issues or any other issues having fund losses as a result. You acknowledge that the cost and speed of transacting with cryptographic and blockchain-based systems such as Ethereum are variable and may increase at any time. You further acknowledge the risk that your digital assets may lose some or all of their value while they are supplied to or from the App. You further acknowledge that we are not responsible for any of these variables or risks and cannot be held liable for any resulting losses that you experience while accessing the App. Accordingly, you understand and agree to assume full responsibility for all of the risks of accessing and using and interacting with App.

No Warranties

THE APP, AND ANY CONTENT OR INFORMATION THEREIN, INCLUDING USER CONTENT, NFTS AND ASSOCIATED NFT CONTENT, AS WELL AS ANY ITEM VERIFICATION, WHATNOT HISTORICAL SALES DATA, ESTIMATED VALUE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY WHATNOT IS PROVIDED "AS IS," WITHOUT WARRANTY OR CONDITION OF ANY KIND. FOR CERTAINTY, WE DO NOT REPRESENT OR WARRANT THAT THE APP OR ANY TRANSACTIONS THAT OCCUR USING THE APP COMPLY WITH

APPLICABLE LAWS. EXCEPT FOR ANY SPECIFIC WARRANTIES OR CONDITIONS PROVIDED OR AS OTHERWISE REQUIRED OR PERMITTED BY LAW (WHICH MAY INCLUDE IN THE PROVINCE OF QUEBEC), TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATNOT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS REGARDING THE APP, USER CONTENT, THE USE OR PERFORMANCE OF THE APP, ITEM VERIFICATION, WHATNOT HISTORICAL SALES DATA, ESTIMATED VALUE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY WHATNOT. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE APP (INCLUDING ANY CONTENT AND INFORMATION THEREIN), USER CONTENT, ANY ITEM VERIFICATION, WHATNOT HISTORICAL SALES DATA, ESTIMATED VALUE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY WHATNOT, WHATNOT EXPRESSLY DISCLAIMS ALL WARRANTIES CONDITIONS OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, TITLE, SECURITY, ACCURACY, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WHATNOT MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE APP, USER CONTENT, ITEM VERIFICATION, WHATNOT HISTORICAL SALES DATA, ESTIMATED VALUE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY WHATNOT WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE APP OR FROM ANY USER CONTENT, ITEM VERIFICATION, WHATNOT HISTORICAL SALES DATA, ESTIMATED VALUE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY WHATNOT.

SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTIES OR CONDITIONS AND IN SUCH CASES THE DISCLAIMERS CONTAINED HEREIN MAY NOT APPLY TO YOU.

WHATNOT IS NOT RESPONSIBLE FOR THE ACCURACY OF ANY PAYMENT INSTRUMENT INFORMATION, INCLUDING, BUT NOT LIMITED TO, WHETHER SUCH INFORMATION IS UP-TO-DATE. WHATNOT HAS NO DUTY OR RESPONSIBILITY TO ENSURE THAT A USER HAS PROVIDED A VALID AND PROPER PAYMENT METHOD TO CONDUCT A TRANSACTION, OR TO DETERMINE IF A USER'S PAYMENT INSTRUMENT IS IN GOOD STANDING AND SUFFICIENT TO CONDUCT A TRANSACTION. USERS UNDERSTAND THAT THEY MAY INCUR FEES AND/OR CHARGES AS A RESULT OF WHATNOT TRANSACTIONS UNDER THE TERMS OF AGREEMENTS WITH PAYMENT INSTRUMENT ISSUERS, OR WHATNOT MAY BE UNABLE TO FACILITATE SOME TRANSACTIONS.

NFTS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK. WE DO NOT GUARANTEE THAT WE CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY NFTS OR OTHER DIGITAL ASSETS, OR THAT ANY ASSOCIATED PAYMENT WILL BE SUCCESSFUL.

FOR NFT TRANSACTIONS, YOU BEAR FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF NFTS YOU PURCHASE THROUGH THE APP. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, WHATNOT MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF NFTS ON THE APP.

THE APP MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, BUT NOT LIMITED TO, PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE APP AND/OR TELECOMMUNICATIONS INFRASTRUCTURE OR DISRUPTION, AND THEREFORE WE EXPRESSLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION REGARDING THE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE OF THE APP CAUSED BY SUCH FACTORS. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS OR OTHER DATA.

Disclaimers of Liability

IN NO EVENT SHALL WHATNOT BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF DATA, OR PUNITIVE DAMAGES, HOWEVER ARISING.

WHATNOT SHALL NOT BE RESPONSIBLE TO YOU OR ANY OTHER PARTY FOR ANY LIABILITY OR DAMAGES ARISING FROM OR IN RELATION TO YOUR USE OF THE APP, WHETHER ARISING FROM A TRANSACTION, USER CONTENT OR OTHERWISE, OR ANY ITEM VERIFICATION, WHATNOT HISTORICAL SALES DATA, ESTIMATED VALUE OR ANY OTHER PRODUCT OR SERVICE PROVIDED BY WHATNOT; THIS DISCLAIMER INCLUDES ANY AND ALL LIABILITY AND DAMAGE ARISING FROM HARM OR DIRECT OR INDIRECT

LOSS TO YOU, YOUR ITEM(S), YOUR REAL OR PERSONAL PROPERTY. ADDITIONALLY, WHATNOT SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT LOSSES ARISING FROM ANY SUSPENSION OR TERMINATION OF YOUR ACCOUNT, INABILITY TO ACCESS YOUR ACCOUNT OR USER CONTENT, ABILITY TO USE THE APP, OR ANY FAILURE, ERROR, OMISSION, INTERRUPTION, OR DEFECT OF THE APP.

WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY CLAIMS ARISING FROM, IN CONNECTION WITH OR RELATING TO THE APP'S COMPLIANCE WITH APPLICABLE LAWS OR YOUR COMPLIANCE WITH APPLICABLE LAWS WHILE USING THE APP, INCLUDING YOUR COMPLIANCE WITH APPLICABLE CONSUMER PROTECTION LAWS AS A SELLER OF ITEMS TO CONSUMERS THROUGH THE APP.

WE FURTHER EXPRESSLY DISCLAIM ALL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THIRD PARTY SERVICES. NOTHING HEREIN NOR ANY USE OF OUR APP IN CONNECTION WITH THIRD PARTY SERVICES CONSTITUTES OUR ENDORSEMENT, RECOMMENDATION OR ANY OTHER AFFILIATION OF OR WITH ANY THIRD PARTY SERVICES.

WHATNOT WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY DIRECT OR INDIRECT LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE APP, INCLUDING BUT NOT LIMITED TO ANY DIRECT OR INDIRECT LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) BLOCKCHAIN NETWORKS, CRYPTOCURRENCY WALLETS OR CORRUPT FILES; (IV) UNAUTHORIZED ACCESS TO THE APP; OR (V) ANY THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK.

IF YOU ARE IN ANY WAY CONCERNED ABOUT ANOTHER USERS' SUITABILITY FOR THIS APP, PLEASE LET US KNOW IMMEDIATELY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES AND IN SUCH CASES SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS CONTAINED HEREIN MAY NOT APPLY TO YOU.

User Disputes

ANY DISPUTE THAT ARISES BETWEEN YOU AND ANOTHER USER IS TO BE RESOLVED BY YOU AND SUCH USER. WHATNOT HAS NO RESPONSIBILITY TO RESOLVE ANY USER DISPUTE AND, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC), SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM ANY SUCH USER DISPUTE. AS SUCH, YOU HEREBY RELEASE WHATNOT FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES AND DIRECT OR INDIRECT LOSSES OF EVERY KIND ARISING FROM ANY USER DISPUTE.

Limitation of Liability

WHATNOT'S LIABILITY TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT (EVEN IF A FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WILL BE LIMITED TO THE TOTAL FEES PAID BY YOU TO WHATNOT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH LIABILITY; PROVIDED THAT IF YOU HAVE PAID NO SUCH AMOUNTS, WHATNOT'S MAXIMUM LIABILITY TO YOU SHALL BE THE GREATER OF USER'S TOTAL FEES TO WHATNOT FOR THE 12 MONTHS PRIOR TO THE CLAIM OR \$100.00 USD.

IF YOU RESIDE IN THE PROVINCE OF QUÉBEC, THE FOREGOING EXCLUSION WILL NOT APPLY TO THE DIRECT CONSEQUENCES OF AN ACT OF WHATNOT OR ITS REPRESENTATIVES. SOME OTHER JURISDICTIONS DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES AND IN SUCH CASES SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS CONTAINED HEREIN MAY NOT APPLY TO YOU.

Indemnification by You

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS WHATNOT AND ITS AFFILIATES (INCLUDING ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS AND AGENTS) FROM AND AGAINST ANY AND ALL LIABILITIES, COSTS, EXPENSES, DIRECT OR INDIRECT LOSSES, OR OTHER AMOUNTS (INCLUDING REASONABLE LEGAL FEES) INCURRED BY WHATNOT THAT ARISE FROM ANY CLAIM, DEMAND, OR CAUSE OF ACTION RELATING TO (1) YOUR USE OF THE

APP, INCLUDING WITH RESPECT TO ANY TRANSACTION IN WHICH YOU ARE INVOLVED, (2) OUR USE OF YOUR ACCOUNT INFORMATION, (3) YOUR DISPUTES WITH OTHER USERS, (4) ANY OTHER USER'S ACTIONS OR OMISSIONS, AS THEY RELATE TO YOU, (5) YOUR BREACH OF THESE TERMS, (6) YOUR BREACH OF THE OTHER POLICIES, (7) YOUR MISUSE OF THE APP, (8) YOUR VIOLATION OF ANY LAW, (9) YOUR USER CONTENT, OR (10) YOUR VIOLATION OF ANY OTHER USER'S OR THIRD PARTY'S RIGHTS.

AS STATED THROUGHOUT, EXCEPT WHERE PROHIBITED BY APPLICABLE LAW (WHICH MAY INCLUDE THE PROVINCE OF QUEBEC), WHATNOT SHALL NOT BE LIABLE, AND SHALL BEAR NO LIABILITY, IN CONNECTION WITH ANY TRANSACTION. WHATNOT DOES NOT BUY OR SELL ITEMS AND IS NOT A PARTY TO THE AGREEMENT OF PURCHASE AND SALE OF ITEMS OR NFTS BETWEEN BUYERS AND SELLERS. ANY TRANSACTION IN WHICH A WHATNOT REPRESENTATIVE IS ACTING AS A USER SHALL BE CONSTRUED AS A USER TO USER TRANSACTION AND NOT AS A TRANSACTION INVOLVING WHATNOT. ANY DAMAGES OR LIABILITIES THAT ARISE FROM OR IN CONNECTION WITH A TRANSACTION WILL BE YOUR SOLE RESPONSIBILITY.

Limitation on Time to File Claims

YOU AGREE THAT ANY CAUSE OF ACTION RELATED TO OR ARISING OUT OF YOUR USE OF THE APP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. IF YOU RESIDE IN THE PROVINCE OF QUÉBEC, THIS LIMITATION PERIOD IS INAPPLICABLE AND THE PRESCRIPTION PERIODS SET FORTH IN THE CIVIL CODE OF QUÉBEC APPLY.

Force Majeure

EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WHATNOT SHALL HAVE NO LIABILITY FOR DELAYS OR FAILURE TO MEET RESPONSIBILITIES FROM ANY CONDITION OR EVENT THAT IS BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO GOVERNMENTAL ACTION, ACTS OF TERRORISM, ACTS OF NATURE INCLUDING EARTHQUAKES, FIRE, FLOOD, OR OTHER ACTS OF GOD; OR LABOR CONDITIONS. THIS LIST IS MEANT TO BE ILLUSTRATIVE AND IS NOT EXHAUSTIVE.

Arbitration Agreement, Jury Trial Waiver, Class Action Waiver and Dispute Resolution

Arbitration Agreement

Except as prohibited by law (which includes the Province of Quebec) and subject to any right you have to bring a claim against Whatnot in small claims court in the county or province in which you reside, or in Los Angeles, CA, you agree and acknowledge that the exclusive means for resolving any dispute or claim arising from the Terms or your use of the App ("Dispute") shall be binding, individual arbitration and **not in a class, representative or consolidated action or proceeding**. Any action to enforce an arbitration decision, including any proceeding to confirm, modify, or vacate an arbitration decision, may be commenced in any court of competent jurisdiction, pursuant to the Governing Law and Jurisdiction section below. As limited exceptions, you and Whatnot may seek to resolve a Dispute in small claims court if it qualifies; and (ii) you and Whatnot each retain the right to seek injunctive, interlocutory or other equitable relief from a court to prevent (or enjoin) the infringement, passing off or misappropriation of your or our intellectual property rights. Subject to the foregoing, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

You can decline the provisions of this Arbitration Agreement within 30 days of accepting these Terms by messaging us on our [help page](#). Your opt out email must include your name and a statement manifesting your intent to opt out of the arbitration provisions of this Arbitration Agreement.

By agreeing to arbitration under the Rules (as defined below), you agree that the arbitrator, and not any federal, provincial or state, or local court or agency, shall have the exclusive power to rule on the interpretation, applicability, and enforceability of the Arbitration Agreement, as well as on all substantive and procedural claims involved in the Dispute.

All arbitration shall be conducted by a neutral arbitrator under the Consumer Arbitration Rules ("Rules") of the American Arbitration

Association ("AAA"). Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we'll pay all of our legal fees and costs and won't seek to recover them from you. If you prevail in arbitration, you will be entitled to an award of legal fees and expenses to the extent provided under applicable law. Subject to the foregoing, each party will be solely responsible for any and all fees incurred by such party in connection with the arbitration.

Unless you exercise your right to an oral hearing, arbitration shall be conducted by written submissions. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claims or disputes to Whatnot at the address specified in the Contact Information section of these Terms. If we begin arbitration proceedings against you, we will provide you notice using your User Information. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, except as provided in this Arbitration Agreement. The AAA's Rules and filing instructions are available at www.adr.org or by calling 1-800-778-7879.

YOU AND WHATNOT AGREE: (I) THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AND (II) IF THE PARTIES' DISPUTE IS RESOLVED THROUGH ARBITRATION, THE ARBITRATOR MAY NOT CONSOLIDATE ANOTHER PERSON'S CLAIMS WITH YOUR CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING ("CLASS ACTION WAIVER"). If this specific Class Action Waiver is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void. Except as set forth herein, if any term or provision of this Arbitration Agreement is held invalid or unenforceable, such term or provision shall be severed from this Arbitration Agreement, and the remainder of the terms and provisions shall remain in full force and effect.

Governing Law and Jurisdiction

Unless otherwise prohibited by applicable law (which includes the Province of Quebec), any claim relating to the App shall be governed by the laws of the State of California, without regard to any conflict of law provisions; provided, however, that the Arbitration Agreement above shall be governed by the Federal Arbitration Act. In the event that any or all of the arbitration provision is held to be unenforceable, any litigation against Whatnot may be commenced only in the federal or state courts located in Los Angeles, California. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

Whatnot Drops

From time to time, Whatnot may offer promotional contests (a "Whatnot Drop"). The rules of a Whatnot Drop are subject to change from time to time, and Users are responsible for reviewing these Terms and any other rules, terms, or notices provided to further educate Users with regards to Whatnot Drops. Below is an example of a Whatnot Drop.

Description : Whatnot Drops are giveaways that run for a limited period of time. The duration of a Whatnot Drop may vary, and will be designated for each Whatnot Drop. WHATNOT INC., is the sponsor of each Whatnot Drop. Each User who engages in a Whatnot Drop acknowledges and accepts that Whatnot is responsible for the collection and processing of User entries, and should there be any questions, Users are encouraged to reach out to Whatnot using our [help page](#).

Eligibility : Whatnot Drops are only available to Users of the App. All applicable laws and regulations apply to Whatnot Drops. Participation in Whatnot Drops by Users is further evidence of acceptance of these Terms, our Privacy Policy and Other Policies. Whatnot Representatives may not participate in Whatnot Drops, except as a sponsor to the Whatnot Drop. Similarly, immediate family members, including parents, step-parents, legal-guardians, children, step children, siblings, step-siblings, spouses or household members, including individuals who have shared a residence with any Whatnot Representative for any of the three months immediately prior to the Whatnot Drop, are prohibited from participating in the Whatnot Drop. No purchase is necessary to participate in a Whatnot Drop.

How to: Whatnot creates various opportunities for Users to enter Whatnot Drops. Users may have the opportunity to enter multiple times, but if Whatnot suspects that any User is attempting to manipulate a Whatnot Drop, suspected manipulation may result in (i) the removal of all entries tied to the User; (ii) a ban from current and future Whatnot Drops; (iii) removal of any or all User's Items on the App; (iv) cancellation of any or all of User's pending Transactions on the App; (v) withholding of any payments due to User; and (vi) limitations on User's ability to buy and/or sell Items. For more information regarding the entry of Whatnot Drops see our [FAQs](#).

Winners: Whatnot will conduct a random drawing to determine the winner(s) of each Whatnot Drop. Odds of winning will vary depending on the number of eligible entries received for each Whatnot Drop. Whatnot will notify the winner(s) of each Whatnot Drop by sending an email to the e-mail address provided by the User. The winner(s) must confirm identity and entry following a win of a Whatnot Drop, and Canadian winners must answer a skill-testing question correctly before being awarded a prize. The failure to confirm following an attempted notification will result in forfeiture of the Whatnot Drop prize. By entering a Whatnot Drop, all entrants agree that Whatnot may provide the User's first name and/or username (if applicable), in a publicly available winners' list, that can be accessed by request. Requests for winners' list must be sent on our [help page](#). Any other personal information provided by entrants is subject to our [PRIVACY POLICY](#) and Other Policies.

Prizes: Whatnot Drop prizes shall be determined solely by Whatnot. The value of Whatnot Drops may vary. Whatnot reserves the right to substitute an advertised Whatnot Drop prize with a prize of equal or greater value than the advertised prize. This determination is at Whatnot's sole discretion, is final, and cannot be challenged or appealed.

All provincial or state, federal and local taxes, fees, and charges apply and are the sole responsibility of the Whatnot Drop winner. Failure to comply with these Terms may result in forfeiture of a Whatnot Drop prize.

Whatnot Promotions and Giveaway Rules

If you choose to run a sweepstakes, contest, or promotional giveaway ("Promotion") on the Whatnot platform and/or using Whatnot-provided technology (e.g., using technology provided by Whatnot to randomly select a winner), you must comply with the following rules, Whatnot's [Terms of Service](#) and Whatnot's [Privacy Policy](#).

Whatnot will not assist you in the administration of your Promotion, and you agree that if you use the Whatnot platform and/or Whatnot-provided technology to offer your Promotion, you do so at your own risk.

General Rules and Requirements :

1. You, and not Whatnot, are solely responsible for compliance with all applicable rules and regulations governing your Promotions and all prizes offered, including requirements relating to: offer terms and eligibility requirements (*e.g.* age and residency restrictions); the official rules; marketing; registration and any required regulatory approvals; and compliance with all tax laws and regulations. You must comply with all laws, rules, and regulations that govern or apply to your Promotion in each jurisdiction where you offer the Promotion and your Promotion must be operated in a lawful manner at all times.
2. You must post a set of "Official Rules" for your Promotion giveaway that includes all disclosures required by all applicable laws, rules and regulations, including:
 - A statement, as applicable, that "no purchase is necessary to enter or win"
 - A statement that the promotion is "void where prohibited."
 - Who is eligible to enter, including age and geographic eligibility restrictions
 - How to enter
 - A description of the prize(s) and their approximate market value(s)
 - How winner(s) will be selected and an odds statement (e.g., "odds of winning depend on the number of entries received")
 - How prizes will be distributed
 - A timeline of key dates and times (as applicable), including when entries open and close, when winners will be chosen, and when prizes will be distributed
 - A hyperlink to legally compliant privacy notice that explains how you use any personal data collected from entrants; you must and adhere to that use
 - A complete release for Whatnot from any liability and/or damages related to your Promotion.

- o For example:

BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT [SPONSOR], WHATNOT INC., AND THEIR REPRESENTATIVES, AGENTS, AND CONTRACTORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES (THE "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ENTRY OR PARTICIPATION IN THIS PROMOTION OR IN ANY PROMOTION-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY.

- A statement acknowledging that the Promotion is in no way sponsored, endorsed, administered by or associated with Whatnot. e.g., "This sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Whatnot Inc."
 - o You should not at any time – in the rules, in advertising and marketing materials, or elsewhere – state, suggest or imply that your Promotion is endorsed by or affiliated with Whatnot, unless expressly permitted by Whatnot.
- 1. Each time you solicit entry to or advertise the Promotion, you must provide a hyperlink to the Official Rules.
- 2. If you offer purchase as a method of entering your Promotion, you must **_ also _** offer a free alternative method of entry ("AMOE"), such as email or mailing in a 3x5 card, to avoid violating the criminal lottery laws.
- The free AMOE must be clearly disclosed whenever you talk about the purchase method of entry.
- Entrants using the free AMOE must have the same opportunity to enter or win the same prize—e.g., they must be able to enter the same number of times, and their entries must be included in the same drawing.
 1. You must administer your Promotion, including the award of all prizes, as outlined in your Official Rules.
 2. You must not require participation in any unlawful activity or infringement upon any third-party rights or in connection with or as part of your Promotion.
 3. The above is a list of rules with which you must comply in order to run your Promotion or giveaway on Whatnot's platform. There may be legal requirements under applicable federal, state and local laws and/or the laws of other jurisdictions that separately apply to your Promotion. Whatnot reserves the right to take measures to remove or take down any Promotions or other giveaways that do not comply with these rules at any time, with or without advance notice to you.

Miscellaneous

Contact Information

WHATNOT INC. is the official legal name of Whatnot, and we are a Delaware corporation. Please send all feedback, comments, requests for technical support, and other communications relating to the App using our [help page](#). You irrevocably grant us perpetual and unlimited permission to reproduce, distribute, create derivative works of, modify, publicly perform (including on a through-to-the-audience basis), communicate to the public, make available, publicly display, and otherwise use and exploit any feedback or comments you provide to Whatnot and derivatives thereof for any purpose and without restriction, free of charge and without attribution of any kind, including by making, using, selling, offering for sale, importing, and promoting commercial products and services that incorporate or embody such feedback or comments, whether in whole or in part, and whether as provided or as modified.

Enforceability

Even if Whatnot does not require strict compliance with these Terms in each instance, you are still obligated to comply with these Terms. Our failure to enforce, at any time, any of the provisions, conditions, or requirements of these Terms, or the failure to require, at any time, performance by you of any of the provisions of these Terms, will in no way waive your obligation to comply with any of the provisions of these Terms, or our ability to enforce each and every such provision as written.

Any and all waivers by Whatnot of any provision, condition, or requirement of these Terms will only be effective against Whatnot if it is in writing and signed by an authorized officer of Whatnot. No waiver by Whatnot of any term or condition set out herein shall be

deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Whatnot to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

Links to Third-Party Websites, Applications, Software, or Content

As part of the App, we may provide you with convenient links to third-party website(s) as well as content or items belonging to or originating from third-parties, and the App may also integrate with, or be accessible through, Other Applications including software and services provided by third-parties (collectively, "Third-Party Content"). These links are provided as a courtesy to Users. Whatnot has no control over Third-Party Content or the promotions, materials, information, goods or services advertised by or available from Third-Party Content. Such Third-Party Content is not investigated, monitored or checked for accuracy, appropriateness, or completeness by Whatnot.

We are not responsible for any Third-Party Content posted on, available through or installed from the App, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third-Party Content. Our inclusion of, linking to, or permitting the use or installation of any Third-Party Content does not imply approval or endorsement by Whatnot. In addition, Whatnot disclaims liability for any direct or indirect loss, damage and any other consequence resulting directly or indirectly from or relating to your use or access of Third-Party Content or any information that you may provide or any transaction conducted with or through the Third-Party Content or the failure of any information, software or services posted or offered by such service providers or any error, omission or misrepresentation by such service providers or any computer virus arising from or system failure associated with the Third-Party Content. If you decide to leave the App and access or use any Third-Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third-party site or application to which you navigate from the App. You may incur charges, such as message and data charges, from your wireless provider for any SMS messages that you send or receive in connection with your use of the App. You agree that you are solely responsible for any such charges.

Entire Agreement & Severability

These Terms and our Privacy Policy constitute the sole and entire agreement between you and Whatnot regarding the App and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the App. If any provision of these Terms is held by an arbitrator or court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect. Our rights under these Terms will survive any termination of these Terms.

Email and Legal Notice

Communications made through the Whatnot e-mail and messaging system, if and when available, will not constitute legal notice to Whatnot in any situation where notice to Whatnot is required by contract or any law or regulation.

You Consent to Receive Electronic Communications

For contractual purposes, you (1) consent to receive communications from Whatnot in an electronic form via the email address you have submitted; and (2) agree that all Terms, agreements, notices, disclosures, and other communications that Whatnot provides to you electronically satisfy any legal requirement that such communication would satisfy if it were in writing. The foregoing does not affect your non-waivable rights. We may also use your email address, to send you other messages, consistent with and as described in more detail in our Privacy Policy located at www.whatnot.com/privacy. You may opt out of such email by changing your Account settings or sending notice of opt out to privacy@whatnot.com.

We May Amend the App and these Terms

We may update the App (including its content, materials, and features) from time to time. Please be advised that any content contained on the App may not necessarily be complete or up-to-date. Any of the material on the App may be out of date at any given time, and we are under no obligation to update such material.

We may revise and update these Terms from time to time in our sole discretion. All changes become effectively immediately when we

post them and upon your continued use of the App.

It is your responsibility to check the App from time to time, so you are aware of any changes. If you continue to use the App after we post revised Terms, Privacy Policy, or other policy you signify your agreement to such revised Terms and policies. However, where required by law, we will notify you of material changes to the Terms or other policies by posting a notice in the App and/or sending an email to the email address you provided in your Profile upon registration. For this reason, you should keep your contact and profile information current. If, following such changes, you no longer agree to these Terms or the Privacy Policy, you must discontinue using the App.

Contact Us

Except where other contact info is specified for a given purpose herein, you may contact about these Terms at:

Whatnot Inc.

2261 Market Street

STE 10754

San Francisco, CA 94114

General Acknowledgment

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS, AND WILL BE BOUND BY THESE TERMS.