

These Terms and Conditions are entered into by and between Whatnot Inc. ("**Whatnot**") and the seller ("**Seller**") executing a Whatnot Strategic Seller Agreement referencing or an agreement otherwise incorporating these Terms and Conditions.

## A. TERMS AND CONDITIONS

### 1. DEFINITIONS.

- a. "**Affiliate**" means, with respect to any party, any entity that directly or indirectly controls, is controlled by, or is under common control with a party, now or anytime in the future. For purposes of this definition, "control" means having ownership of the majority of the voting securities of such party.
- b. "**AANA**" means the Australian Association of National Advertisers.
- c. "**ÁiMCO**" means Australian Influencer Marketing Council.
- d. "**Australian Consumer Law**" means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- e. "**Claims**" means claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from any third-party claims, suits, actions, settlements, or judgments;
- f. "**Code of Conduct**" means the code of conduct set forth in Exhibit B
- g. "**Marks**" mean a party's trademarks, service marks, logos, slogans, and trade names, all applications, registrations, and renewals in connection therewith, and all goodwill associated therewith throughout the world.
- h. "**Seller IP**" means any video or audiovisual content, footage, photographs, text, graphics, artwork, animation, or other content or materials, and the physical embodiments thereof, other than the Livestream, provided by Seller to Whatnot. In addition, if the Seller is an individual, the Seller IP also includes the Seller's name, voice, signature, image, and likeness and related statements, comments and remarks and all other persona or other attributable rights.
- i. "**Taxes**" means any tax obligations due to all taxing authorities arising from or in connection with amounts paid to Seller hereunder
- j. "**Terms of Service**" means the Whatnot Terms of Service available at <https://whatnot.com/terms> (or such successor URL as may be notified by Whatnot), and all other policies and rules published by Whatnot, which are available via the following URLs: Whatnot's Community Guidelines located at <https://help.whatnot.com/hc/en-us/articles/360061197472-Whatnot-Community-Guidelines> (or such successor URL as may be notified by Whatnot) and Whatnot's Safety & Policies located at <https://help.whatnot.com/hc/en-us/categories/20671553276813-Safety-Policies-> (or such successor URL as may be notified by Whatnot). Seller must comply with the then-current Terms of Service as of the Effective Date.
- k. "**Third Party Attributes**" mean the names, nicknames, images, likenesses, voices, live or recorded performances, autographs, photographs and biographical information, and related statements, comments and remarks and all other persona or other attributable rights of third party individuals, including, but not limited to, the individuals who participate in any way in the Livestream.
- l. "**Whatnot Materials**" means all content, taglines, and other creative assets developed or made available by Whatnot in connection with the Whatnot Platform.

### 2. INTELLECTUAL PROPERTY RIGHTS.

a. Ownership; Grant of Rights.

- i. **Whatnot Platform.** As between Seller on the one hand and Whatnot on the other hand, Whatnot, is the sole and exclusive owner of all right, title, and interest in and to the Whatnot Platform and Whatnot Materials, including all intellectual property rights in and to the foregoing. Subject to the terms and conditions of this Agreement, the Terms of Service, and the Code of Conduct, which are incorporated by this reference into this Agreement, Whatnot grants Seller a limited, revocable, non-transferable right and licence to use the Whatnot Materials solely in connection with the performance of the services. Whatnot may modify the Whatnot Platform to implement new features or reflect changes in practices or operations. Whatnot will provide reasonable advance notice of any changes that are likely to be materially detrimental to the Seller and the Seller may terminate the Agreement if it disagrees with such changes. If the Seller does not terminate the Agreement within 30 days of the notice, Whatnot will take that as the Seller's acceptance of the changes. Notwithstanding anything to the contrary contained in this Agreement, nothing herein will limit Whatnot's ability to enforce its Terms of Service, including but not limited to Whatnot's What Action We Take located at <https://help.whatnot.com/hc/en-us/articles/5380505120269-What-Actions-We-Take> (or such successor URL as may be notified by Whatnot).
- ii. **Seller Content and Seller IP.** Except for any Whatnot Materials and any derivatives thereof, Seller will retain ownership in all of the Livestreams and Seller IP, including any intellectual property rights in and to the Livestreams and Seller IP. Notwithstanding the foregoing, Seller hereby grants to Whatnot and its Affiliates a perpetual, worldwide, irrevocable, fully paid-up, royalty-free, and fully sublicensable right and licence to copy, use, reproduce, modify, adapt, publish, post, translate, create derivative works from, distribute, transmit, and display the Livestreams and the Seller IP, and content generated therefrom, in whole or in part and for any lawful purpose in all media now known or hereafter devised, including but not limited to organic and paid social media, whitelisting and dark posting on social media, usage in-app and on the Whatnot Platform, promotion of Whatnot, its Affiliates and their products and services, digital media, brand owned and operated channels (i.e. website, social channels, newsletters, in-app/on platform, etc.), PR, and email.
- iii. **Third Party Attributes.** To the extent any Livestreams or Seller IP include Third Party Attributes, Seller hereby grants to Whatnot and its Affiliates a worldwide, perpetual, irrevocable, fully paid up, royalty-free, and fully sublicensable right and licence and all necessary permission and consent to use, reproduce, publish, distribute, transmit, and display the Third Party Attributes, as embodied in the Livestream and Seller IP in all media known or hereafter devised, including but not limited to organic and paid social media, whitelisting and dark posting on social media, usage in-app and on the Whatnot Platform, promotion of Whatnot, its Affiliates and their products and services, digital media, brand owned and operated channels (i.e. website, social channels, newsletters, in-app/on platform, etc.), PR, and email.
- iv. **Limited Trademark Licence Grant.** Each of Whatnot and Seller grants to the other party a worldwide, royalty-free, non-exclusive, and non-transferable right and licence to use and reproduce the other party's Marks, solely as necessary to perform this Agreement. Any use by one party of the other party's Marks must be in accordance with applicable law and usage guidelines such other party may provide from time to time and otherwise in accordance with this Agreement. Each party acknowledges and agrees that any and all goodwill and other proprietary rights that are created by or that result from such party's use of the other party's Mark as permitted hereunder inure solely to the benefit of the other party.
- v. **Feedback.** From time to time, Seller may provide Feedback suggestions, ideas, or other

feedback to Whatnot (whether written, verbal or in any other format or manner) in connection with this Agreement or otherwise, including, but not limited to, feedback regarding Seller's experience using the Whatnot Platform (collectively "**Feedback**"). Seller acknowledges and agrees that all Feedback will be the sole and exclusive property of Whatnot and Seller agrees to assign, and does hereby irrevocably assign, to Whatnot all of their right, title, and interest in and to all Feedback, including without limitation all intellectual property rights therein.

3. **PAYMENT TERMS.** Whatnot will pay the Seller as specified in the Business Terms. Whatnot shall not be liable for any expenses or costs (including, without limitation, agent fees, commissions, residuals, benefits, taxes, etc.) without Whatnot's prior written approval. Whatnot may withhold amounts disputed in good faith while the parties attempt to resolve the dispute.
4. **TAXES.** Subject to Section 5, the fees payable to Seller are inclusive of, and Seller will be solely responsible for, any and all Taxes with respect to any earnings or payments made hereunder, whether or not Whatnot is legally required to deduct said Taxes from the payments due to Seller. Seller will not be entitled to any benefits paid or made available by Whatnot to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by Whatnot pertaining to any bonus, stock option, profit sharing, insurance or similar benefits. Seller will indemnify and hold Whatnot harmless from and against all damages, liabilities, losses, penalties, fines, expenses, and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any employment claims made by Seller or any obligation imposed by law on Whatnot to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with any compensation received by Seller pursuant to this Agreement.

## 5. GST

### a. Construction. In this Section 5:

- i. unless there is a contrary indication, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law;
- ii. **GST Law** has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and
- iii. references to GST payable and input tax credit entitlements include:
  - I. notional GST payable by, and notional input tax credit entitlements of the Commonwealth, a State or a Territory (including a government, government body, authority, agency or instrumentality of the Commonwealth, a State or a Territory); and
  - II. GST payable by, and the input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

### b. Consideration GST exclusive. Unless otherwise expressly stated, all consideration, whether monetary or non-monetary, payable or to be provided under or in connection with this Agreement is exclusive of GST (**GST-exclusive consideration**).

### c. Payment of GST. If GST is payable on any supply made by: 1) a party; or 2) an entity that is taken under the GST Law to make the supply by reason of the capacity in which a party acts, (**Supplier**) under or in connection with this Agreement, the recipient of the supply, or the party providing the consideration for the supply, must pay to the Supplier an amount equal to the GST payable on the supply.

- d. Timing of GST payment. The amount referred to in Section 5.c must be paid in addition to and at the same time and in the same manner (without any set-off or deduction) that the GST-exclusive consideration for the supply is payable or to be provided.
- e. Tax invoice. The Supplier must deliver a tax invoice or an adjustment note to the recipient of a taxable supply before the Supplier is entitled to payment of an amount under Section 5.c.
- f. Adjustment event. If an adjustment event arises in respect of a supply made by a Supplier under or in connection with this Agreement, any amount that is payable under Section 5.c will be calculated or recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.
- g. Reimbursements.
  - i. Where a party is required under or in connection with this Agreement to pay for, reimburse or contribute to any expense, loss, liability or outgoing suffered or incurred by another party or indemnify another party in relation to such an expense, loss, liability or outgoing (**Reimbursable Expense**), the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.
  - ii. This Section 5.g does not limit the application of Section 5.c, if appropriate, to the Reimbursable Expense as reduced in accordance with Section 5.g.ii.
- h. Calculations based on other amounts. If an amount of consideration payable or to be provided under or in connection with this Agreement is to be calculated by reference to:
  - i. any expense, loss, liability or outgoing suffered or incurred by another person (**Cost**), that reference will be to the amount of that Cost excluding the amount of any input tax credit entitlement of that person relating to the Cost suffered or incurred; and
  - ii. any price, value, sales, proceeds, revenue or similar amount (**Revenue**), that reference will be to that Revenue determined by deducting from it an amount equal to the GST payable on the supply for which it is consideration.
- i. No merger. This Section 5 does not merge on the completion, rescission or other termination of this Agreement or on the transfer of any property supplied under this Agreement.

6. **REPRESENTATIONS AND WARRANTIES**. Each party represents and warrants to the other party that: (i) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licences granted hereunder, and to perform its obligations hereunder and does not have any conflict or commitment that would impair the services or rights granted; and (ii) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. Seller further represents and warrants that: (i) the services and Livestreams rendered by Seller will be timely rendered and will be of first rate quality and in compliance with Exhibit B and all applicable laws, regulations and guidelines including, without limitation, the Australian Consumer Law, the AANA Code of Ethics, and any AANA Practice Notes or Guidelines and the AiMCO Code of Practice and Gifting Guide ; (ii) the Livestreams, Seller IP, and/or other material provided by Seller will be original, and will not violate any intellectual property rights or other rights of a third party, nor will the Livestreams, Seller IP, or services, in whole or in part, be libelous or defamatory to any person or brand or company/organisation or otherwise illegal; (iii) Seller owns or has the necessary licences, rights, consents, and permissions (including all applicable music rights) to grant the rights and permissions granted to Whatnot hereunder, and the exercise of rights by Whatnot in and to the Livestream, Seller IP, and Third Party Attributes does not and will not infringe or violate third party intellectual property rights or rights of publicity or privacy or require any additional licences, permissions or clearances by Whatnot; (iv) Seller will remove, replace or modify any Livestreams or Seller IP at Whatnot's request; and (vi) Seller will follow all Whatnot messaging and content guidelines at

all times.

## 7. INDEMNITY.

- a. Seller agrees to defend, indemnify and hold Whatnot and its Affiliates, officers, directors, employees, business partners, agents, successors, and assigns harmless from and against any and all Claims of any kind arising out of or related to (i) any breach or alleged breach of Seller's representations or warranties hereunder; (ii) any Claim that the Livestreams, Seller IP, or Third Party Attributes infringe a third party's intellectual property rights; (iii) Section 14 (Relationship of the Parties) of the Terms and Conditions; (iv) breach of the Code of Conduct set forth in Exhibit B; (v) Claims that the Seller or any of its employees or contractors are an employee of Whatnot or otherwise directly owed any benefits or compensation by Whatnot; and/or (vi) willful misconduct of Seller. The Seller's liability under this Section 7 is reduced to the extent that the Claim is caused or contributed to by Whatnot.
- b. Whatnot will indemnify, defend, and hold Seller harmless from and against any Claims arising out of or related to: (i) gross negligence or willful misconduct of Whatnot; (ii) any breach of Whatnot's representations or warranties hereunder; and/or (iii) the authorized and unmodified use of any Whatnot Materials, including any Claim that the Whatnot Materials infringe a third party's intellectual property rights.
- c. The indemnified party will promptly notify the indemnifying party in writing of any Claim. The indemnifying party, at its sole cost, will assume defence of the Claim, provided that the indemnifying party may not enter into a settlement agreement without the prior written consent of the indemnified party, which consent will not be unreasonably withheld, and the indemnified party will have the right to participate in its defence at its sole expense. Whatnot may at any time assume the defence of any Claim, at Influencer's sole expense, if Influencer does not proceed in a timely manner or if Whatnot deems, in its sole discretion, that the Claim may harm or otherwise tarnish Whatnot's reputation or otherwise be prejudicial to its interests.
- d. **LIMITATION OF LIABILITY; DISCLAIMER.** NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR ANY LIABILITY WHICH MAY NOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW INCLUDING AUSTRALIAN CONSUMER LAW. EXCEPT WITH RESPECT TO SELLER'S INDEMNIFICATION OBLIGATIONS OR ANY BREACH OF CONFIDENTIALITY BY EITHER PARTY OR EXCLUSIVITY BY SELLER, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR ANY LOST REVENUE OR LOST PROFITS. THE PARTIES' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAYABLE TO THE SELLER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

8. **CONFIDENTIAL INFORMATION.** Each party will keep in confidence the other party's confidential or proprietary information that is designated in writing to the other party as confidential or which should otherwise be reasonably deemed confidential ("**Confidential Information**") unless (i) such information becomes public, not due to a breach hereof by the receiving party or is otherwise received by the receiving party from a third party without a duty of confidentiality; (ii) is independently developed without breach of this Agreement; or (iii) is required to be disclosed by law, court order or a subpoena, in which case the receiving party will notify the disclosing party and only disclose the minimum amount of information necessary. Each party agrees that the terms of this Agreement (including all pricing, sales, and revenue information) will be deemed confidential and may not be disclosed without the prior written consent of the other party. Notwithstanding the foregoing, the terms of this Agreement may be disclosed on a confidential basis to a party's advisors, attorneys, actual or bona-fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.
9. **MORALS.** Seller (i) has not committed and will not commit any act which may bring Seller or Whatnot, in Whatnot's sole discretion, by association, into public disrepute, contempt, scandal or ridicule, or which may insult or offend the public or any protected group or class thereof including, without limitation, the general community to which Whatnot and/or Whatnot's products or services are directed, and as such, may reflect unfavorably upon the reputation of Whatnot or its products or services through Whatnot's association with Seller, irrespective of whether such act is related to Seller's

services and of the length of time that has elapsed since such act was committed; and (ii) has not and will not during the Term and thereafter, make public damaging statements regarding Whatnot, Whatnot's products, or Seller's association with Whatnot in a manner that, may discredit Whatnot, promote products of a competitor, or injure the success of the Whatnot or any of Whatnot's products or services.

10. **TERMINATION.** Either party may terminate this Agreement immediately in the event of a material breach by the other party, which breach remains uncured for a period of fifteen (15) calendar days after notice of such breach is delivered to the breaching party, if such breach is curable. Whatnot may terminate this Agreement: (i) for convenience upon fifteen (15) calendar days prior written notice to Seller; or (ii) immediately, without notice, in the event of a breach by Seller of the Exclusivity Section to the Business Terms (if any) or Section 9 (Morals) to these Terms and Conditions. Upon expiration or termination of this Agreement, Seller will cease all promotional activities in support of Whatnot and each party will return or, at the disclosing party's election, destroy the Confidential Information of the other party or parties. Notwithstanding anything to the contrary contained herein: (a) Whatnot and its Affiliates will have no obligation to take down, disable or remove any Livestream, Seller IP, or any Third Party Attributes contained therein, nor will Whatnot and its Affiliates be obligated to remove any social media or other promotional communications using the Livestream, Seller IP, or Third Party Attributes previously disseminated during the Term; and (b) Seller agrees that all Livestreams may remain live and be maintained on the Whatnot Platform following the end of the Term. Further, Whatnot (a) reserves the right to refuse the use of, or access to, the Whatnot Platform to Seller upon expiration or termination, (b) may terminate Seller's right to use the Whatnot Platform upon expiration or termination, and (c) may prevent Seller's future use of the Whatnot Platform.
11. **SURVIVAL.** The rights and obligations contained in Sections 2 ("Intellectual Property Rights"), 3 ("Payment Terms"), 4 ("Taxes"), 5 ("GST"), 6 ("Representations and Warranties"), 7 ("Indemnity"), 8 ("Limitation of Liability; Disclaimer"), 9 ("Confidential Information"), 10 ("Morals"), 11 ("Termination"), 12 ("Survival"), 13 ("Injunctive Relief"), 14 ("Relationship of the Parties"), 15 ("Governing Law") and 16 ("Miscellaneous") will survive any termination or expiration of this Agreement.
12. **INJUNCTIVE RELIEF.** Seller acknowledges that a breach or threatened breach of this Agreement could cause Whatnot irreparable harm and that Whatnot shall be entitled to injunctive relief without having to post bond.
13. **RELATIONSHIP OF THE PARTIES.** This Agreement creates no partnership, fiduciary, or other professional relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. Each party understands and agrees that they will not be considered an employee of the other party for any purpose, including tax obligations, and will not be entitled to and expressly waives any claim for employment benefits of any kind from the other party or parties. Seller is an independent contractor of Whatnot, and not an employee, partner, agent or joint venture partner. Seller is solely responsible and liable for its own taxes, insurance premiums and employment benefits. No Seller employee is eligible for any benefits (including stock options, health insurance or retirement benefits) provided by Whatnot to its employees. Seller will maintain adequate health, automobile, workers' compensation, unemployment compensation, disability, liability, and any other type of insurance required by law or that is common practice in Seller's business (which includes adequate coverage for any Whatnot property in Seller's possession or control). Upon request, Seller will provide Whatnot with certificates of insurance or evidence of coverage.
14. **GOVERNING LAW; VENUE.** This Agreement will be governed by and construed in accordance with the laws of Australia without giving effect to its conflict of law and/or choice of law principles. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding, or counterclaim brought by or on behalf of either party with respect to any matter relating to this Agreement. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Los Angeles, California and the parties irrevocably consent to the personal jurisdiction and venue therein. For clarity, any and all claims or other disputes arising from this Agreement are subject to this Section 15. Claims or other disputes otherwise arising from or relating to the Company Platform are governed by the dispute resolution provisions of the Terms of Service applicable to the Company Platform.
15. **MISCELLANEOUS.** This Agreement represents the entire agreement between the parties concerning the subject matter herein and supersedes any other oral or written agreements between the parties regarding this matter. No modification to

this Agreement will be valid unless in a writing signed by the parties. If any part, term, or provision of this Agreement will be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any relevant law, the remaining portions or provisions will still remain valid and continue in full force and effect. No waiver, express or implied, by either party of any term or condition or of any breach by the other party of any of the provisions of this Agreement will operate as a waiver of any breach of the same or any other provision of this Agreement. In the event that any conflict exists among the terms and conditions of this Agreement and the terms and conditions of the Terms of Service, the order of precedence shall be: (i) these Terms and Conditions; (ii) the Code of Conduct; (iii) the Business Terms; and (iv) the Terms of Service. This Agreement will be binding upon and inure to the benefit of each of the parties hereto and their respective permitted heirs, successors, and assigns. Seller may not under any circumstance assign or transfer its rights or obligations hereunder without Whatnot's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Whatnot may assign or transfer this Agreement for any reason including to any of its parents, subsidiaries, and Affiliates and including with respect to the sale of substantially all or all of Whatnot's assets, and any other merger, consolidation, or other change of control of Whatnot. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

## **B. CODE OF CONDUCT**

Whatnot believes in full transparency and in full, fair, and effective disclosures of material facts relating to Seller's relationship with Whatnot. Accordingly, Whatnot requires that Seller adhere to the Australian Consumer Law, the AANA Code of Ethics, and any AANA Practice Notes or Guidelines and the AiMCO Code of Practice and Gifting Guide, including without limitation, when publishing the Livestreams or any other content about Whatnot or any of Whatnot's products or services, or when otherwise posting or streaming about or for the benefit of Whatnot or its products or services. Please note that all capitalised terms used but not defined herein will have the respective meaning given to them in the Business Terms or in the Terms and Conditions.

1. Clear and Prominent Disclosure of Material Connections. Seller understands that Seller's connection with Whatnot might materially affect the weight or credibility consumers give to Seller's statement(s). For this reason, Seller will not post or otherwise speak about or refer to Whatnot, directly or indirectly, without disclosing such connection, including, without limitation, the fact that Seller was afforded any consideration, benefits, or received any free products or services from Whatnot. Such disclosure must appear clearly and conspicuously and in close proximity to any statements Seller makes about Whatnot, Whatnot's products and services, and/or the services performed regardless of the space limitations of the medium. In particular, Seller agrees that any consumer should not be required to click on, scroll down or mouse over a link in order to view the disclosure and the disclosure should appear before the "click to read more" button. If a video is being created, the disclosure must be included in the video itself and also in the caption below or above the video. If Seller is streaming, Seller should ensure that Seller both discloses in a voice-over and superimpose a disclosure periodically during the stream. The specific form of any such disclosure (which may for example include the hashtags #ad or #sponsored) will either be provided to Seller, or otherwise approved by Whatnot, or mutually agreed upon by Seller and Whatnot, but at all times in compliance with the Australian Consumer Law, the AANA Code of Ethics, and any AANA Practice Notes or Guidelines and the AiMCO Code of Practice and Gifting Guide.
2. Seller's Honest and Truthful Opinions. Seller's statements must reflect Seller's honest and truthful opinions, findings, beliefs, or experiences. When representing that he/she uses Whatnot's products or services, Seller must be a bona fide user of such products or services at the time the statement is given. Generally, Seller should only make factual statements about Whatnot or Whatnot's products or services which Seller knows to be true, and which can be verified. Moreover, Seller's statements must not convey any express or implied representation that would be misleading or deceptive if made directly by Whatnot.
3. No Inappropriate Language or Content. Seller agrees that all Livestreams, social media postings, and comments will always be in good taste and free of inappropriate language and/or content. In particular, Seller understands that content may be rejected by Whatnot if it:
  - a. Contains material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or

libelous;

- b. Contains material that otherwise promotes bigotry, racism or discrimination against an individual based on race, gender, religion, nationality, disability, sexual orientation, or age;
- c. Contains material that is unlawful, in violation of or contrary to the laws or regulations of Australia or of any jurisdiction where content is created;
- d. Contains information known by Seller to be false, inaccurate, or misleading;
- e. Contains material or content for which Seller has been compensated or granted any consideration by any third party;
- f. Disparages Whatnot or any other person or party; and/or
- g. Contains material not consistent with the image and values of Whatnot or otherwise associates Whatnot or any of Whatnot's products or services with any inappropriate or controversial content that would reflect poorly upon Whatnot, Whatnot's products or services or any products or services on Whatnot's sites or channels.