

This consent and licence agreement, including the key terms and provisions below and any schedules (this "**Agreement**") is by and between Whatnot Europe Limited, Company Registration number 723475, a limited company organised under the laws of Ireland having its registered business at First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09, Ireland, and its affiliates and group companies ("**Whatnot**"), and the individual ("**I**" or "**me**"), effective as of the date I submit the Seller Clip Submission Form (the "**Effective Date**").

This Agreement confirms the terms on which I agree to licence the Licensed Clips to Whatnot. By clicking "I Agree," "Accept," or otherwise affirmatively indicating your consent, I acknowledge that I have read, understand, and agree to be bound by this Content Consent and License and all terms contained herein as of the Effective Date.

1. **Grant of Rights.** I hereby:

- a. grant to Whatnot:
 - i. a non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence during the Licence Period to use, display, copy, modify, translate and otherwise exploit the Licensed Clips (in whole or in part) for any lawful purpose for the Permitted Purpose in any way that Whatnot, in its sole discretion thinks fit; and
 - ii. all necessary consents, permissions and authorisations under applicable laws;
- b. waive my moral rights in the Licensed Clips; and
- c. reserve all rights not expressly granted to Whatnot under this Agreement and I retain all right, title and interest in and to the Licensed Clips, subject to the license granted under this Agreement.
- d. Definitions.
 - i. "**Licensed Clips**" means the audiovisual content provided to Whatnot via the Seller Clip Submission Form or otherwise.
 - ii. "**Permitted Purpose**" means to promote Whatnot, its affiliates and group companies ("**Authorised Parties**") and each of their platforms, websites, applications, products and services in the Whatnot Channels and any other media and formats (now known or in the future created), including without limitation social (organic and paid social, whitelisting, dark posting etc.), print, online, digital, outdoor, broadcast, email, mobile devices (SMS, MMS and text), throughout the world in any language.
 - iii. "**Licence Period**" means the period commencing as of the Effective Date and continuing for one (1) year thereafter.
 - iv. "**Whatnot Channels**" means the following brand owned and operated channels: Whatnot website located at: [Whatnot: Shop, Sell, Connect](#); Whatnot mobile application on iOS and android; Whatnot social media channels; and Whatnot newsletters, PR and email communications.

2. **Representations and Warranties.** I hereby:

- a. represent and warrant that:
 - i. I am at least 18 years of age and have full legal capacity to enter into this Agreement;
 - ii. I am the sole author and owner of the Licensed Clips and, as applicable, the social media account on which they are posted;
 - iii. the Licensed Clips are my original work and have not been copied (in whole or in part) from any

other source;

- iv. I have the right to enter into and perform my obligations under this Agreement, including without limitation, making the Licensed Clips available to and granting the rights in this Agreement to Whatnot for the Permitted Purpose;
 - v. I have obtained written and signed consents, permissions, licences, waivers and releases from all individuals and entities who have contributed to or featured in the Licensed Clips, including those relating to publicity, privacy and any intellectual property rights ("**Permission(s)**") to enable Whatnot to exercise its rights in the Licensed Clips as permitted by this Agreement without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity. If any Licensed Clip includes music, I have also obtained all Permissions, including but not limited to master use, synchronization, and other licenses and performer consents, and shall pay all fees and other payments, required for use of the music in the Licensed Clip as permitted by this Agreement;
 - vi. the Licensed Clips and Whatnot's use of the Licensed Clips do not and will not violate or infringe any law, regulation or any third party rights, including without limitation any trade mark or copyright or other intellectual property rights, or any privacy, publicity, contract, or other third-party;
 - vii. the Licensed Clips are not offensive, obscene, libellous, defamatory, blasphemous or untrue; nor do they contain any "sensitive" or "special category" data under applicable data protection laws
 - viii. there is no threatened or pending litigation, proceeding, or other charge or claim related to the Licensed Clips;
 - ix. the Licensed Clips are free from any claims or encumbrances, and no consents from, or payments to, any third party are required for me to grant the rights under this Agreement to Whatnot or for Whatnot to exercise such rights;
 - x. I do not object to Whatnot storing copies of the Licensed Clips for as long as necessary to enable Whatnot to exercise the rights granted to it under this Agreement or to it storing my Contact Details on its database in case it needs to contact me; and
 - xi. I will, at Whatnot's request and expense, give Whatnot all reasonable assistance and do and execute all further acts and documents to give effect to the rights granted by me under this Agreement;
- b. understand and agree that:
- i. My grant of rights in this Agreement is voluntary and I am free to choose to sign this Agreement.
 - ii. I will not be paid for the Licensed Clips or any use of the Licensed Clips and/or my Personal Data. My sole consideration for entering into this Agreement is the opportunity for potential exposure and I shall not be entitled to any further consideration.
 - iii. I do not have the right to view, approve or be notified of any changes to or uses of the Licensed Clips and/or any content, which incorporates the Licensed Clips and/or Personal Data before they are used or shared with third parties;
 - iv. Whatnot shall own all copyright and other intellectual property and other rights in any works, materials, or content that incorporate, are based on, or are created using the Licensed Clips, provided that ownership of all rights in the Licensed Clips shall always remain vested in me;

- v. Whatnot is not obliged to use my the Licensed Clips or any part of them;
- vi. Whatnot can provide my name and other Contact Details to a regulator or court of law, if required to do so; and
- vii. I do not have any right to assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise. Whatnot may freely assign this Agreement to any party.

3. Data Protection.

- a. I understand that:
 - i. Information contained within the Licenced Clips as well as my Contact Details may constitute "personal data" as defined under the "GDPR" (EC Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data) or other applicable data protection laws (such as the UK Data Protection Act 2018 and the "UK GDPR" as defined there), and use of this information for the Permitted Purpose may constitute "processing" of that personal information;
 - ii. Whatnot shall process the personal data contained in the Licenced Clips and my Contact Details for the purposes and in the manner described in the privacy notice contained in Schedule 1 to this Agreement ("**Privacy Notice**").

4. Indemnification; Limitation of Liability. I hereby:

- a. agree to indemnify, keep indemnified, defend, and hold Whatnot harmless from and against any and all claims, demands, damages, payments, penalties, interests, fines, compensation, liabilities, losses, costs, and expenses (including reasonable legal fees and expenses), whether as a result of a tort (including negligence), breach of contract, breach of statutory duty or misrepresentation arising from or related to:
 - i. breach or alleged breach of any of my undertakings, representations and warranties hereunder;
 - ii. any claim that the Licensed Clips infringe a third party's intellectual property rights; and
 - iii. any claim, action or demand arising out of or in connection with Whatnot's use of the Licensed Clips (or any part of them) in accordance with this Agreement.
- b. To the maximum extent permitted by applicable law, I hereby waive and release Whatnot and each of their officers, employees, members, managers, shareholders, successors, assigns, contractors, agents, and representatives (the "**Released Part(y)(ies)**") from any claim, action or demand arising out of or in connection with use of the Licensed Clips for the Permitted Purpose.
- c. Neither I nor Whatnot will be liable under or in connection with this Agreement for indirect, incidental, consequential, liquidated, special, or exemplary damages or penalties, including without limitation losses of business, revenue, or anticipated profits, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages.

5. General.

- a. This Agreement shall be governed by the laws of the Ireland and each party agrees that any dispute (contractual or non-contractual) arising out of or in connection with this Agreement including any question regarding its existence, validity or termination shall be submitted to the exclusive jurisdiction of the Irish courts. However, I understand that I may also have certain rights of recourse under consumer laws in the United Kingdom.
- b. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

- c. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed email, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt.
- d. Each of the provision of this Agreement operates separately. If, for any reason, a court of competent jurisdiction or relevant authority finds any provision of this Agreement unlawful, invalid or unenforceable, the parties will negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision and the other provisions of this Agreement will remain in full force and effect.
- e. Even if Whatnot fails to or delays in enforcing the terms of this Agreement or in exercising its rights or remedies under this Agreement, Whatnot can still enforce and exercise them later. It will not mean that I do not have to comply with those obligations. If Whatnot waives a default by me, that waiver will not mean that Whatnot will automatically waive any subsequent default by me. No waiver by Whatnot of any of this Agreement will be effective unless Whatnot expressly says that it is a waiver and tells me so in writing.
- f. This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter.
- g. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorised representatives of both parties.
- h. This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language version will prevail.
- i. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- j. I hereby confirm that all information in this Agreement and as otherwise provided to Whatnot is accurate and true.

Schedule 1

Privacy Notice

Whatnot's [Privacy Policy](#) contains detailed information about who we are, how we process personal data, how we share it with our affiliates and internationally, how we store personal data, what privacy rights and choices you have, and how to contact us. In addition to the information contained there, the following explains how we process your personal information in connection with the Agreement.

What personal data do we collect?

We may collect the following personal data that you provide to us:

Licensed Clips Data. Audiovisual content on your social media account which you share with us in connection with the Agreement may contain details such as your name, image, opinions, performance and other personal information you disclose or include in your content. We do not seek to collect or infer sensitive personal data about you (like information about your race or ethnic origin, sex life or sexual orientation, and physical and mental health).

Contact Details. These include your name, email, phone number and any other personal data you provide us so that we can contact you in connection with this Agreement.

How do we use your personal data?

For the Permitted Purpose defined within the Agreement.

For managing our relationship with you in connection with the Agreement. For example to notify you of changes to our privacy notices; store your contact details so that we can contact you; keep a record of your consent.

For our legal and compliance purposes, such as

- 1. Complying with our legal obligations, including co-operating with public and government authorities, courts and regulators in accordance with our legal obligations under applicable laws;
- 2. Enforcing our terms, guidelines and policies;
- 3. Auditing relating to interactions, transactions and other compliance activities; and
- 4. Taking appropriate action with reports of intellectual property infringement and inappropriate content.

ADDITIONAL INFORMATION FOR EUROPEAN RESIDENTS (INCLUDING RESIDENTS OF THE EUROPEAN ECONOMIC AREA, SWITZERLAND AND THE UK).

Who is the controller of my personal data? For the purposes of data protection laws like the GDPR, Whatnot is the controller of (and responsible for) any personal data contained within the Licenced Clips as well as your Contact Details.

What is our legal bases for processing? European data protection law, like the GDPR, requires that we have a "legal basis" for each purpose for which we process your personal information.

- 1. The processing is necessary to pursue our legitimate interests or those of a third party and we are confident that your privacy rights will be appropriately protected ("**Legitimate Interests**").
- 2. Where we need to comply with a legal or regulatory obligation ("**Legal Obligations**")

The table below identifies the legal bases we rely on in respect of the relevant purposes for which we use your personal information:

Processing Purpose	Types of Personal Information Processed	Legal Basis
Permitted Purpose	Licenced Clip Data	Legitimate Interests (including our commercial interest in promoting Whatnot, its affiliates and group companies and each of their platforms, websites, applications, products and services)
Managing our relationship with you	Contact Details	Legitimate Interests (to maintain a record of your contact details in case we need to contact you regarding the Agreement and to keep our records updated).
Legal and Compliance Purposes	Contact Details Licensed Clip Data	Legal Obligations