

## Whatnot Creator Program Terms and Conditions

By clicking "I Agree," "Accept," or submitting content through the Creator Program submission form, you ("**Creator**" or "**you**") acknowledge that you have read, understood, and agree to be bound by these Creator Program Terms and Conditions ("**Terms**") with Whatnot Inc. ("**Whatnot**" or "**we**"), a Delaware corporation with an address at 2261 Market Street, STE 10754, San Francisco, CA 94114.

### 1. Definitions

"**Program Page**" means <https://whatnotcreatorprogram.com/> (or such successor URL as may be provided by Whatnot).

"**Shopping Hauls**" means a submission that meets the Shopping Hauls criteria set forth on the Program Page.

"**Seller Spotlights**" means a submission that meets the Seller Spotlights criteria set forth on the Program Page.

"**Raw Video**" means the video file associated with the Submitted Content that you upload or share with Whatnot.

"**Submitted Content**" means the video content and any Ad Code you provide to Whatnot through the Creator Program submission form or otherwise.

"**Ad Code**" means the authorization code that permits Whatnot to boost your content as a paid advertisement on social media. Company may request Ad Codes for multiple social media platforms.

### 2. Content Submission and Review

When you submit content through the Creator Program, Whatnot's team will review your submission to determine whether it meets our program criteria. If your content is approved, you will receive email notification of approval. Whatnot is not obligated to notify you if your submission is not approved, and Whatnot is under no obligation to approve or use any Submitted Content. Approval is at Whatnot's sole discretion.

If your content is approved, you agree to promptly share the Ad Code and Raw Video with Whatnot.

### 3. License Grant

In exchange for the benefits described below in Section 5, you grant Whatnot a nonexclusive, worldwide, irrevocable, transferable, and sublicensable right and license to use, reproduce, distribute, display, publicly perform, exhibit, and otherwise exploit your Submitted Content in whole or in part for any lawful purpose in all media now known or hereafter devised.

For your Ad Code, this license permits Whatnot to boost your social media content as a paid advertisement on the platform to which it was posted.

For your Raw Video, this license permits use across platforms including without limitation organic and paid social media, AppLovin, television, whitelisting and dark posting on social media, usage in-app and on the Whatnot Platform, promotion of Company, 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.

As between you and Whatnot, Whatnot owns all copyrights and other rights in any works, materials, or content that incorporate, are based on, or are created using your Submitted Content, but this does not include ownership of the copyright in your original Submitted Content.

### 4. License Term

The license for each Ad Code and Raw video begins on the date you share that Ad Code and Raw Video with Whatnot and continues for one (1) year thereafter.

If you submit additional content, each submission is subject to Whatnot's approval and will be governed by the Creator Program Terms in effect at the time of submission, with its own separate one-year term beginning on the date it is shared.

## **5. Rewards**

For approved Shopping Hauls submissions, Whatnot will provide you a reward in the form of Whatnot credit or cash as specified on the Program Page. Rewards will be issued within thirty (30) business days after Whatnot receives both your Ad Code(s) and Raw Video. Whatnot is not obligated to provide any reward for submissions that are not approved.

Seller Spotlight submissions are not eligible for rewards. Seller Spotlight submissions are submitted in consideration of the opportunity for potential exposure and promotional benefit, and other good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge.

## **6. Reservation of Rights**

You retain ownership of your Submitted Content and reserve all rights not expressly granted to Whatnot under these Terms.

## **7. Permissions**

You represent that you have obtained from all persons and entities who appear in, contributed to, or whose trademark, copyright, likeness, or other property is identified or depicted in your Submitted Content, all written licenses, permissions, waivers, releases, and consents ("**Permissions**") necessary for Whatnot to exercise its rights under these Terms without incurring any payment or other obligation to any third party. If your Submitted Content includes music, you have obtained all required licenses (including master use, synchronization, and performer consents) and are responsible for any fees required for the music's use.

## **8. Representations and Warranties**

You represent and warrant that: (a) you have the full right, power, and authority to enter into these Terms and grant the licenses described; (b) you are the sole owner of your Submitted Content or are authorized to grant these rights on behalf of the owner; (c) your Submitted Content and Whatnot's use of it as permitted here does not violate any law or regulation, and does not infringe any copyright, trademark, intellectual property right, privacy right, publicity right, or other third-party right, and does not constitute defamation of any person or entity; (d) there is no pending or threatened litigation or claim related to your Submitted Content; and (e) you have obtained all required Permissions.

## **9. Indemnification**

You agree to indemnify, defend, and hold Whatnot harmless from and against any claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (a) your breach of any representation or warranty in these Terms; (b) any claim that your Submitted Content infringes a third party's intellectual property rights; and (c) any third-party claim based on your acts or omissions that results in personal injury, death, property damage, or violation of any law.

## **10. Limitation of Liability**

WHATNOT WILL BE LIABLE UNDER THESE TERMS FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSSES OF BUSINESS, REVENUE, OR ANTICIPATED PROFITS, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHATNOT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE REWARD PAYABLE TO YOU UNDER THIS AGREEMENT, OR (B) \$100 USD.

## **11. General Provisions**

These Terms are governed by the laws of the State of California, excluding conflict of laws principles. Any legal action arising under these Terms will be brought exclusively in the federal or state courts located in Los Angeles, California, and you consent to personal jurisdiction and venue there. You may not assign these Terms or any rights granted here without Whatnot's prior written consent; any

attempted assignment without consent is void. Whatnot may freely assign these Terms. If any provision of these Terms is found unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will remain in full force. These Terms constitute the complete agreement between you and Whatnot regarding the Creator Program and supersede all prior agreements or understandings on this subject. Any modification of these Terms must be in writing and signed by both parties. **By accepting these Terms, you acknowledge that you have had the opportunity to read and understand them, that you are entering into these Terms voluntarily, and that you intend to be legally bound. If any provision of these Terms is found to be invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it enforceable while preserving the parties' original intent, and all other provisions will remain in full force and effect.**