

API License Agreement

Last Modified: July 30, 2026

This API License Agreement (this "**Agreement**") is a binding contract between you ("**you**" or "**your**") and Whatnot Inc. ("**Company**," "**we**," or "**us**"). This Agreement governs your access to and use of the Whatnot Seller application programming interface.

BY CLICKING "I AGREE" (OR SIMILAR BUTTON) OR BY ACCESSING OR USING THE API, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE API.

1. Definitions.

- a. "**API**" means the Whatnot Seller application programming interface and any API Documentation or other API materials made available by Company on <https://developers.whatnot.com/>.
- b. "**API Documentation**" means the API documentation described at <https://developers.whatnot.com/docs/getting-started/introduction> from time to time.
- c. "**API Key**" means the security key Company makes available for you to access the API.
- d. "**Company Offering**" means the technology and application software made available by Company on a hosted basis.
- e. "**Your Applications**" means any applications developed by you to interact with the API.

2. License Grant. Subject to and conditioned on your compliance with all terms and conditions set forth in this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to use the API solely for your internal business purposes in developing Your Applications that will communicate and interoperate with the Company Offering, including using order and buyer information obtained through the API solely as necessary to process, manage, ship, deliver, support, and otherwise fulfill the applicable Whatnot order. For clarity, this license does not permit you to use order, buyer, or other personal information obtained through the API for remarketing, customer relationship management, audience building, user profiling, data aggregation, or marketing to individuals on or off the Company Offering. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted. You may not use the API for any other purpose without our prior written consent. You must obtain an API Key through the registration process available at <https://developers.whatnot.com/> to use and access the API. You may not share your API Key with any third party, must keep your API Key and all log-in information secure, and must use the API Key as your sole means of accessing the API. Your API Key may be revoked at any time by us.

3. Use Restrictions. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on www.whatnot.com/terms from time to time. In addition, you will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. Additionally, except as expressly authorized under this Agreement, you may not:

- a. copy, modify, or create derivative works of the API, in whole or in part;

- b. rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API;
 - c. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part;
 - d. remove any proprietary notices from the API;
 - e. use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any person, or that violates any applicable law;
 - f. combine or integrate the API with any software, technology, services, or materials except as disclosed by you in connection with your API Key registration and authorized by Company;
 - g. design or permit Your Applications to disable, override, or otherwise interfere with any Company-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
 - h. use the API in any of Your Applications to replicate or attempt to replace the user experience of the Company Offering; or
 - i. attempt to cloak or conceal your identity or the identity of Your Applications when requesting authorization to use the API; or
 - j. use, store, export, aggregate, enrich, combine, publish, disclose, or otherwise make available order, buyer, or other personal information or non-public information obtained through the API for remarketing, customer relationship management, audience building, user profiling, data aggregation, marketing to individuals on or off the Company Offering, or any other purpose not expressly permitted under this Agreement.
4. Your Applications. You agree to monitor the use of Your Applications for any activity that violates applicable laws, rules, and regulations or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Applications from further use of Your Applications. You agree to provide a resource for users of Your Applications to report abuse of Your Applications. As between you and us, you are responsible for all acts and omissions of your end users in connection with Your Application and their use of the API, if any. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Your Applications.
5. Support; Updates. This Agreement does not entitle you to any support for the API. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an "**Update**"), and may require you to obtain and use the most recent version of the API. Updates may adversely affect how Your Applications communicate with the Company Offering. You are required to make any changes to the Applications that are required for integration as a result of such Update at your sole cost and expense. Your continued use of the API following an Update constitutes binding acceptance of the Update.
6. No Fees. You acknowledge and agree that no license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in this agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, we reserve the right to start charging for access to and use of the API at any time.
7. Collection and Use of Your Information; Privacy Policy Compliance. We may collect certain information through the API or the Company Offering about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through the API or the Company Offering, you consent to all actions taken by us with respect to your information in compliance with the then-current version of our privacy policy and data protection requirements, available at <https://legal.whatnot.com/#contract-r1zigtvy>. You will comply with the Whatnot Privacy Policy and all applicable data

protection and privacy laws in connection with your access to and use of the API, including any collection, use, storage, disclosure, or other processing of order, buyer, or other personal information obtained through the API.

8. Intellectual Property Ownership; Feedback. You acknowledge that, as between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the API and the Company Offering and (b) you own all right, title, and interest, including all intellectual property rights, in and to Your Applications, excluding the aforementioned rights in Section 8(a). You will use commercially reasonable efforts to safeguard the API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights in the API and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights. If you or any of your employees, contractors, and agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the API and the Company Offering, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.
9. Disclaimer of Warranties. THE API IS PROVIDED "AS IS" AND COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE API, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.
10. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to (a) your use or misuse of the API, (b) your breach of this Agreement, and (c) Your Applications, including any end user's use thereof. In the event we seek indemnification or defense from you under this provision, we will promptly notify you in writing of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent. In the event we assume control of the defense of such claim, we will not settle any such claim requiring payment from you without your prior written approval.
11. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN SIX MONTHS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

12. Term and Termination. The term of this Agreement commences when you first access the API or acknowledge your acceptance of this Agreement and will continue in effect until terminated as set forth in this Section. We may immediately terminate or suspend this Agreement, any rights granted herein, and/or your licenses under this Agreement, in our sole discretion at any time and for any reason, by providing notice to you or revoking access to the API. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. You may terminate this Agreement at any time by ceasing your access to and use of the API. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the API. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination. Termination will not limit any of Company's rights or remedies at law or in equity.
13. Export Regulation. The API may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You will not, directly or indirectly, export, re-export, or release the API to, or make the API accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API available outside the US.
14. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time. You will be notified of modifications through notifications or direct email communication from us. You will be responsible for reviewing and becoming familiar with any such modifications. Your continued access to or use of the API after any such modifications constitutes your acceptance of the modified Agreement.
15. Governing Law and Dispute Resolution. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any dispute arising out of or related to this Agreement or the licenses granted hereunder will be resolved in accordance with the dispute resolution provisions (including the arbitration agreement, mass arbitration procedures, class action waiver, and governing law and jurisdiction provisions) set forth in the Whatnot Terms of Service, available at <https://www.whatnot.com/terms>, which are incorporated herein by reference.
16. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to 2261 Market Street STE 10754, San Francisco, CA 94114, and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the API. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.