WHATNOT

TERMS OF SERVICE FOR USERS IN THE EU OR IN THE UK

IMPRESSUM:

Whatnot Europe Ltd.

First Floor, Penrose 2,

Penrose Dock,

Cork,

T23 YY09,

Ireland

Contact us here.

Company Registration Number (Ireland): 723475

Tax/VAT ID: 4032839GH

Directors: Melody Khorsandi; Viji Nadarajan; John Orta

Welcome to Whatnot! Please review these Terms of Service (the "Terms"),the Whatnot Community Guidelines, the Buyer Protection Policy and all other policies and rules published by Whatnot including all of those in our Help Center located at https://help.whatnot.com (together with the Community Guidelines, "Our Policies"), because they govern your use of the website located at https://www.whatnot.com/ (the "Site") and the platform accessible via the Site and corresponding mobile application offered by Whatnot Europe Ltd. ("Whatnot", "our", "we", or "us"). To make these Terms easier to read, the Site, our platform and corresponding mobile application are collectively called the "App."

These Terms make up a legally binding agreement between you and Whatnot Europe Limited, a company registered in the Republic of Ireland under company number 723475. These Terms apply to you if you live or are established in the UK or European Economic Area and you use Whatnot. If you live or are established outside of these areas, the Terms of Service for Non-European Users will apply.

Before agreeing to these Terms and Our Policies, please also review our Privacy Policy which (though not forming part of the agreement between you and Whatnot) contains important details describing 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 details, please visit: https://www.whatnot.com/privacy.

1. About the App

    a. The App is an online marketplace that connects users of the App ("Users"). If you offer for sale, any goods or products (each, an "Item"), collect tips from Buyers, or otherwise monetise your content through the App, you are a "Seller". If you purchase Items or initiate any payment to a Seller (including tipping a Seller) through the App, you are a "Buyer". Transactions between a Seller and Buyer through the App (including tipping) are each referred to as a "Transaction". WHATNOT OFFERS A PLATFORM THAT FACILITATES TRANSACTIONS BETWEEN BUYERS AND SELLERS ON THE APP BUT WHATNOT IS NOT A PARTY TO ANY AGREEMENT BETWEEN BUYERS AND SELLERS OF SUCH TRANSACTIONS.

    b. Unless these Terms say otherwise, Whatnot does not sell, purchase any goods or products itself, take title or possession of the goods, either for itself or on behalf of Users or others. While Whatnot may help facilitate Transactions, Sellers and Buyers are solely and entirely responsible for the Transaction, including the listing of Items and any applicable product warranties.

    c. Whatnot provides payment processing services using third party service providers ("Payment Processors") for transactions made through the App. Buyers and Sellers will be subject to and must comply with such Payment Processor's separate terms and conditions.

    d. Because our App is evolving over time, we may change or discontinue all or any part of the App, at any time and without notice, at our sole discretion for example to improve performance, enhance functionality, reflect changes to the operating system or address security issue. If you have downloaded and installed the App and/or created an Account, Whatnot will inform you of any material changes or updates and will give you the option to install any updates of the App. Users may alternatively decide to activate automatic updates on their devices. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

e. The App no longer supports the purchasing, selling, or trading of non-fungible tokens (“NFTs”). Users that still have NFTs accessible on the App should contact us using our help page to transfer such NFTs from the App to any external wallet address that you provide. Without limiting any other terms of these Terms, Whatnot assumes no responsibility for a User providing an incorrect wallet address and Whatnot’s subsequent delivery of the NFT to such incorrect wallet address.

2. Agreement to Terms

By using the App (including the functionality which facilitates Transactions), you accept and agree to be bound and abide by these Terms, our Community Guidelines, and Our Policies, each of which are also part of these Terms and the agreement between you and us. We may ask you to re-confirm your acceptance of these Terms by checking a corresponding box or click "accept" or "agree" prior to making any Transactions. If you do not agree to these Terms, our Community Guidelines, or Our Policies at any time you are not allowed to, and you must not, access or use the App. If you are accessing and using the App on behalf of a company (such as your employer) or other legal entity, you confirm that you have the authority to bind that entity to these Terms. In that case, "you" and "your" will refer to that entity. We may update these Terms from time to time at our option and where we do so, any further use of the App will be governed by the revised terms from the date of the update. If we do, we'll let you know by posting the updated Terms on the App and/or may also send other communications. It's important that you review these Terms whenever we update it, or you use the App. If you continue to use the App after we have posted the updated Terms, it means that you accept and agree to the changes. If you don't agree to be bound by the changes, you may not use the App anymore. With respect to Users who are professional Sellers, Whatnot may amend or add to these Terms by providing no less than fifteen (15) days' notice to Sellers in writing, save that if the amendments or additions require Sellers to make technical or commercial adaptations, Whatnot will provide Sellers with such longer notice period, if necessary, as is reasonable in the circumstances. The requirement for Whatnot to provide advance notice for any amendments or additions to these Terms shall not apply where: (i) Whatnot is subject to a legal or regulatory obligation which requires Whatnot to change these Terms in a manner which does not allow Whatnot to respect the notice period referred to above; or (ii) Whatnot has exceptionally changed these Terms to address an unforeseen and imminent security risk related to defending the App, the services available through the App or the users of the App from fraud, malware, spam, data breaches or other cybersecurity risks.

3. Eligibility to Create an Account and/or Use the App

You must be at least 18 years old in order to create an account on the App (each, 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.

4. Your Account

You 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. In order to access and use certain features of the App, Users must create an Account. It's important that you provide us with accurate, complete and current account information and keep this information up to date. To protect your Account, keep your Account details and password confidential, and notify us right away of any unauthorised use. You're responsible for all activities that occur under your Account. Whatnot will not be liable for any financial loss that you may incur as a result of someone else using your Account or account information, either with or without your knowledge.

When you create an Account on the App, Whatnot may 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.

5. Your Rights to Use the App

a. License. Subject to these Terms, we hereby grant you a limited right that is personal to you to download and install the App's mobile application on your computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App solely

as intended for your personal and/or business purposes. You may not share this right with anyone else, and we are entitled to grant the same right to other users as well as revoke the right should we choose to.

b. Livestream Clipping. When you create a clip from your use of the livestream clipping feature on the App (each clip, a "Clip"), Whatnot grants to you a right 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 or business use, including using the Clip in any ad-supported blogs or websites, or as part of a paid content offering, paid mailing list or paid newsletter.

c. Gems. If you reside in or access the Services from a jurisdiction in which the “Gems” feature is made available, and you access or use the Gems feature, you acknowledge and agree that your access to and use of Gems is subject to and governed by the Gems Terms and Conditions, as may be updated from time to time. By accessing or using Gems, you agree to be bound by the Gems Terms and Conditions in addition to these Terms of Service.

d. Additional Information: Apple App Store. This Section 5(c) applies to any App that you acquire from the Apple App Store or use on an iOS device. Apple has no obligation to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the App purchase price to you (if applicable) and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. Apple is not responsible for addressing any claims by you or any third party relating to the App or your possession and use of it, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that your possession and use of the App infringe that third party's intellectual property rights.

Apple and its subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You must also comply with any applicable third-party terms of service when using the App.

6. Payment and Tax Terms

a. Payment Method. You must provide a current Payment Method prior to making any Transactions on the App. "Payment Method(s)" include(s) credit card, debit card, or another payment method permitted by us. We may ask you to supply additional information relevant to your Payment Method, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, "Payment Information"). You confirm that you have the legal right to use all Payment Method(s) represented by any such Payment Information. You are solely responsible for maintaining and keeping your Payment Method(s) current. Whatnot will not compensate or reimburse you for any charges incurred by you as a result of authorised attempts to charge, and/or place holds on, your Payment Method, including charges incurred due to insufficient funds.

b. Authorisation. When you initiate a Transaction on the App, you authorise us to provide your Payment Information to our Payment Processors so we can complete your Transaction and to charge or payout your Payment Method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information). By initiating a Transaction, you agree to the pricing, payment and billing policies applicable to such fees and charges, as posted or otherwise communicated to you.

c. Failed Payments. If your Payment Method on file is declined or otherwise rejected for any authorised fee or charge, you shall have seven (7) days to provide updated information and payment. Failure to make a valid payment within the seven (7)-day grace period may, at Whatnot's sole discretion, result in deactivation of your Account without a refund. If you wish to reactivate your Account after deactivation from failure

to pay a fee, you will be required to ensure there are no debts owed to another User or to Whatnot before your Account can be reactivated.

d. Taxes (Generally). Unless otherwise specified by Regulations, you are solely responsible for all costs incurred by you in using the App (including in relation to a Transaction) and for determining, fulfilling and complying with your obligations under Regulations to register, manage, collect, report and pay all applicable Taxes, as well as any applicable related penalties, fines, charges or late payment interest. “Tax(es)” in these Terms means the taxes, duties, levies, tariffs, and other governmental charges that you may be required by Regulations to pay, collect and/or remit to governmental agencies or bodies, and other similar municipal, provincial or state, federal and national bodies, including but not limited to VAT or other sales taxes, indirect or other withholding and personal or corporate income taxes. We recommend that you seek professional advice about your tax obligations in connection with your use of the App.

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 on the App, 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 and we may be required under Regulations to share information about you with certain tax authorities from time to time.

To the maximum extent permitted by Regulations, you shall at all times defend, indemnify and hold Whatnot harmless from, and against, all causes of action, claims, demands, judgments, liabilities, investigations, losses, damages, awards, penalties, fines, costs and expenses (including, but not limited to, reasonable legal fees) of any nature or kind, arising for Whatnot or any of its shareholders, members, partners, agents, and joint venturers or any Whatnot Representative under or resulting from your: (i) breach of this Section or your obligations under Regulations in respect of Taxes; and/or (ii) failure to provide Whatnot with accurate information in respect of Taxes.

7. Seller VAT registration requirements. EU-based Sellers must be VAT registered in the EU to sell on Whatnot. UK-based sellers do not need to be VAT registered to sell on Whatnot. Please seek professional advice about your tax obligations and reporting requirements, and for EU-based Sellers, your VAT registration and reporting requirements in the EU. Whatnot

assumes no responsibility for monitoring when a Seller exceeds a VAT registration threshold in any country.

8. Domestic VAT. If you are a Seller, you are solely responsible for monitoring your tax position and understanding domestic reporting and remittance requirements.

9. Import VAT. Prices for domestic purchases are VAT inclusive in the EU and the UK. For purchases from international sellers less than €150 in the EU or £135 in the UK, Whatnot will collect Import VAT at the time of checkout on a VAT exclusive basis. For goods over €150 or £135, buyers are responsible for paying import VAT and customs duties when the goods are imported.

10. VAT Invoicing. Whatnot offers Seller a VAT invoicing tool. Seller may, at their full discretion, use that tool to create invoices for its Transactions. All invoices shall be issued exclusively in Seller's name and not make any reference to Whatnot. Seller should always check an invoice that was generated with Whatnot's invoicing tool before issuing it to a Buyer, as Seller remains fully responsible and liable for the accuracy and completeness of all information included therein (such as item descriptions, pricing, buyer details and applicable Taxes). Whatnot shall not be responsible and liable for the same. Neither shall Whatnot be liable for a delay or error caused by any technical issue with the VAT invoicing tool. Seller remains fully responsible for its own Tax obligations and compliance of its Transactions with applicable law. Seller should seek independent professional legal and Tax advice whenever appropriate. Whatnot does not retain invoices that are generated through the invoicing tool. Seller shall download and retain any invoice in accordance with applicable law. Seller agrees to fully indemnify Whatnot should Whatnot receive any third-party claims (such as from a Buyer or a tax authority) connected with Seller's invoices and use of the invoicing tool.

11. Import Duties. All purchase prices are exclusive of Import Duties at the time of sale. The amount of customs duty will be assessed at the point of entry of the destination country. This may result in the buyer having to pay additional charges which are not included in the total price displayed at checkout. Customs duty only applies to shipments where the value exceeds €150 into the EU and £135 into the UK.

12. Shipping and Delivery

    a. Shipping. The App offers various shipping options for Users. Sellers may elect to cover all or some shipping fees and expenses or require applicable Buyers to pay shipping fees and expenses. Whatnot may cover shipping fees or expenses in some

instances. Visit the Whatnot FAQs for more information about shipping options, and fees and expenses.

b. Seller Paid Shipping. Sellers may choose to pay for all or a part of the shipping fees charged to the Buyer. In the case of Giveaways Sellers will pay the full shipping fee. Any payment by a Seller for shipping fees constitutes a third party payment by the Seller to Whatnot on behalf of the Buyer. Whatnot does not enter into a shipping agreement with the Seller. In case of Seller Paid Shipping, the shipping agreement remains between Whatnot and the Buyer, as described in Section 11(a) of these Terms. As a result, Whatnot will not issue an invoice to the Seller for the payment of the shipping fees.

c. Third-party Shipping Terms. Sellers shipping with UPS must accept and comply with the 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 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). Additionally, Sellers shipping to Buyers in Canada, or Sellers based in Canada must accept and 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 when shipping with Canada Post. Separate third-party terms and conditions of use may apply if Sellers use other shipping carriers permitted by the App.

d. 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 through the App at a physical location. The pickup option will be available to Buyers who are local to the Seller based on the Buyer's location in relation to such physical pickup locations. 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 confirm that any meeting that you have with a Buyer or Seller will only be 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 a

seven (7) days from the date the purchased Item is made available to pick up the 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. The Buyer's and Seller's statutory rights remain unaffected.

e. Free Pickup Services Payment Terms. The following terms apply to Transactions where the Buyer has elected to use Free Pickup Services, and apply even if there is a conflicting clause anywhere else in these Terms:

    1. Payment Terms for Buyers. If you are a Buyer of a purchased Item and opt into 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.

    2. 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, or 2) when the seven (7)-day time period for pickup by the Buyer in accordance with para. (c) above 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.

f. Bring Your Own Label (‘’BYOL’’) and Bring Your Own Account (‘’BYOA’’). The following terms apply vis-à-vis Sellers in Transactions where the Seller has elected to use either the BYOL or BYOA program. Visit the Whatnot BYOL and BYOA FAQs for more information:

    1. By electing to use the BYOL or BYOA program, the Seller purchases its own shipping services from a third-party shipping service provider in order to ship its product(s) to the Buyer. Whatnot then purchases these shipping services from the Seller and subsequently resells them to the Buyer. The Seller will charge Whatnot for the shipping fees it paid to the third party shipping service provider.

    2. By electing to use the BYOL or BYOA program, the Seller agrees that Whatnot will issue self-issued invoices for the purchase of shipping

services from the Seller. This means that Whatnot will issue invoices to itself in the name and on behalf of the Seller, for the purchase of such shipping services.The Seller agrees to not issue invoices to Whatnot for the sale of shipping services itself. In accordance with applicable VAT legislation, the Seller agrees to be responsible for the correctness and timely issuance of the invoices issued by Whatnot on Seller's behalf. Seller will immediately notify Whatnot in case of changes to any information that is relevant for the self-issued invoices, such as (but not limited to) Seller's address and/or VAT identification number. Whatnot will establish a procedure for the acceptance of each invoice by the Seller, in accordance with applicable VAT legislation. Seller will, after receipt of the self-issued invoice, immediately notify Whatnot if the Seller does not agree with the content of an invoice issued by Whatnot on behalf of the Seller. In such case, Seller will clearly motivate which elements of the self-issued invoice the Seller does not agree with. If the Seller does not notify Whatnot that Seller does not agree with the content of a self-issued invoice within two weeks after receipt of this invoice, Seller will be considered to have agreed to the content of that self-issued invoice. Seller will not hold Whatnot responsible for any damages and/or penalties in case Whatnot does not issue a self-invoice within the time limits stipulated by applicable VAT legislation.

13. Transactions

a. Auctions. Seller's may host live auctions. 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 may change for each auction at the sole discretion of the Seller subject to these Terms. 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 a Transaction if it determines in its reasonable opinion that a Buyer's bid was made in error. If you are a professional Seller (i.e., a trader acting in exercise of your trade, business or profession) engaging in Transactions with consumers, you are solely responsible for complying with applicable consumer protection law, including mandatory consumer protection law at the place of residence of the consumer. In the event that consumers act as Sellers, the mandatory statutory provisions relating to consumer protection will not apply. Whatnot will indicate via the

App if Sellers are consumers or professional Sellers according to their self-declarations.

b. Buyer Protection Policy. The Whatnot Buyer Protection Policy can be found here. If you experience a problem with your purchase or Item, and you cannot find the answer on Whatnot FAQs, please contact us using our help page. Consumers living in the European Economic Area or the UK may have a statutory right of withdrawal if they bought certain products from professional Sellers. Please read the Buyer Protection Policy for more information.

c. Verification Opt-In. 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 to authenticate the Item and confirm the accuracy of the Item's description, including its condition ("Item Verification"). Where Whatnot conducts an Item Verification, unless prohibited by applicable law or as otherwise set out in these Terms or our High Value Loss Reimbursement Policy, Whatnot is not responsible to you for any financial loss or damage incurred from any Item Verification, . If an Item does not pass the Item Verification, 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. In the event that an Item does pass Item Verification, Whatnot will ship the Item to the Buyer, and will provide shipping notice and tracking information. If you have any questions regarding Whatnot's Item Verification process or its condition evaluation process, visit the Whatnot FAQs.

d. Grading Opt-In. 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"). During 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. 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, which will apply unless these terms specifically say otherwise. Under all circumstances, 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. Except as set out in our High Value Loss Reimbursement Policy, or as otherwise stated in these Terms, Whatnot shall not be responsible for any Item that is damaged or lost during shipping. If you have any questions regarding PSA, visit the Whatnot FAQs.

e. Historical Data. Whatnot may provide historical Whatnot sales data and estimated values for Items. Whatnot is under no obligation to provide such data, but 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.

f. Listing Placement and Rankings. The placement and ranking of listings by Sellers on the App is determined by the following factors: (i) the product category of the Item Sellers are offering for sale; (ii) relevance of Seller's listing to search terms entered on the App; (iii) the date on which Seller's Listing was added; and (iv) the price of the Item Seller is offering for sale. Whatnot may restrict or suspend a listing from the App if Whatnot reasonably believes it does not comply with these Terms. If Seller is a professional Seller, Whatnot shall try to provide that Seller with a written statement of reasons for Whatnot's decision. Whatnot does not review any listing prior to it being uploaded and is not obliged to once it is live on the App, but Whatnot reserves the right to take down and/or restrict access to any listing that Whatnot reasonably believes does not comply with these Terms.

14. Seller Terms

a. Application. If a User wishes to sell Items on the App as a Seller, the User must apply to be a Seller by following the instructions posted on the App, including providing certain information requested on the App. All Sellers must provide the following information: (i) first and last name, (ii) email address, (iii) physical address, (iv) phone number, and (v) 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"). All the information you provide must be current, complete, accurate,

and not false or misleading in order to use the App. Whatnot will approve or reject a User's application to sell Items on the App in its sole discretion.

b. Fees. Sellers are required to pay Whatnot processing fees and other charges for each Transaction. The amount of such fees and charges is outlined on our FAQs, which may be updated or amended from time to time (the "Fee Schedule"). Upon a Transaction you authorise Whatnot and/or its Payment Processors to automatically bill your Payment Method in accordance with the Fee Schedule. In the event that a Transaction is cancelled (including in the event that the Buyer makes use of its statutory right of withdrawal, if applicable), the fees and charges for the Transaction will be refunded to the Sellers.

    1. Seller-Initiated Cancellations. Sellers are expected to fulfil all successful orders placed through the Services. If a Seller cancels an order for any reason other than a buyer-initiated cancellation properly submitted through the platform or another reason expressly permitted by Whatnot, the Seller agrees that Whatnot may assess a cancellation charge. A cancellation charge will be equal to $3 USD, £3 GBP, €3 EUR, $3 CAD, or $3 AUD, or the equivalent amount in the currency in which the order was placed, as applicable, or 3% of the total order amount (including item price, shipping, and applicable taxes), whichever is greater, or such other amount as Whatnot may establish from time to time in its sole discretion. The Seller authorizes Whatnot to deduct any cancellation charge from the Seller’s balance, ledger, payouts, or any amounts otherwise owed to the Seller. The cancellation charge constitutes a contractual penalty and liquidated damages for failure to fulfil an order and is not a fee for services. Assessment of a cancellation charge is in addition to, and not in lieu of, any other rights or remedies available to Whatnot under these Terms or applicable law.

c. Getting Paid. Where possible, Whatnot and/or its Payment Processors will issue payment to Seller to Seller's Payment Method within ten (10) days of the date of evidence of Buyer's receipt of the applicable Item(s). It is Seller's responsibility to ensure that all Payment Information provided is accurate for a proper transfer to Seller's selected Payment Method. Whatnot may be unable to recover money transferred to an improper account based on the Payment Information by Sellers. If the applicable Buyer disputes the applicable Transaction for any reason, Whatnot may choose to take corrective action including the following: 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.

d. Fulfillment. When a Transaction occurs, the applicable Seller must (i) ship the applicable Item in accordance with Whatnot's shipping policy, which is subject to change, and is available at all times on the Whatnot FAQs or (ii) deliver the Item through Local Pickup Services, in each case, to the applicable Buyer (or to Whatnot in the event the applicable Buyer opts for Item Verification). Whatnot provides a pre-paid shipping label (directly or indirectly through its third-party service providers) that Sellers may use to ship an Item. 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.

e. Item Descriptions. 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. Any inaccuracy, whether it be the description, condition or authenticity of an Item, may, result in a Buyer making a claim for compensation from a Seller. Seller is responsible for any fees associated with any return or disposal of the Item(s). Whatnot may, in its reasonable discretion, turn any suspected counterfeit, unauthentic, stolen, unauthorised, b-grade, or similar Items over to the proper authorities, and Seller is responsible for any fees associated with this action.

f. No Circumvention. Sellers are entitled to receive payments from Buyers for Transaction only in the manner determined by Whatnot through the App. This includes using the Payment Processor Whatnot chooses, and following any other rules Whatnot specifies. Sellers may not circumvent their payment obligations to Whatnot for Transactions by soliciting payment from a Buyer outside of our App. Sellers shall notify Whatnot immediately if they receive any such offer or solicitation to circumvent their payment processing obligations by contacting Whatnot at the Whatnot help page.

g. Appointment of Whatnot as Limited Collection Agent for Sellers

    1. 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.

2. 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

15. Refunds and Returns. 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.

16. Consequences of not complying with these Terms. Whatnot may, take action against Sellers who, do not comply with these Terms, including but not limited to:

    a. charging an additional fee as in the amount of fifteen percent (15%) of the total Transaction amount, or €12.00 (EUR) for Transactions less than €45.00 (EUR), whichever is greater, plus applicable Taxes (if any) 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, unless Seller can prove that damage has not occurred or is substantially less than the lump sum;

    b. removing of any or all Seller Items from the App;

    c. cancelling of any or all of Seller's pending Transactions;

    d. withholding of any payments due to Seller for up to sixty (60) days or until the violation has been remedied;

    e. limiting Seller's ability to buy and/or sell Items;

    f. 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 Items, chargeback 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, or otherwise as a result of Seller's failure to properly comply with these Terms; and

    g. temporarily or permanently suspending Seller's Account.

Seller hereby authorises Whatnot to take any of the above actions as Whatnot deems appropriate and refer any unpaid amount to collections.

17. Buyer Terms

    a. Making a Purchase. When a Transaction occurs, the Buyer must complete payment of the Transaction amount, including all additional fees and Taxes (including shipping fees), in accordance with Section 6 "Payment Terms". If a Buyer participates in the Verification Opt-In and/or Grading Opt-In, such Buyer will be charged additional fees, payable to Whatnot, as set out on 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. More information regarding fees and Taxes can be found in our Fee Schedule.

b. Receiving an Incorrect Item. If Buyer receives an incorrect Item pursuant to a Transaction, Buyer should contact the applicable Seller and/or contact us using our help page. Whatnot may require Buyer to return such incorrect Item to Whatnot or Seller as applicable.

c. Consequences of Breach. Whatnot may, in its sole discretion, impose consequences on Buyers who do not comply with these Terms, including but not limited to:

    i. charging an additional fee in the amount of fifteen percent (15%) of the total Transaction amount, or €12.00 (EUR) for Transactions less than €45.00 (EUR), 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. removing of any or all Buyer's Items for sale on the App if such Buyer also acts as a Seller on the App;

    iii. canceling of any or all of Buyer's pending Transactions (both as Buyer or Seller) on the App;

    iv. withholding of any payments due to Buyer in its capacity as Buyer or Seller for up to thirty (30) days or until the violation has been remedied;

    v. placing limits on Buyer's ability to buy and/or sell Items;

    vi. charging Buyer, via the Payment Method or otherwise, or setting-off with claims owed to Buyer for costs, expenses, and fees incurred by Whatnot as a result of Buyer's intentional or negligent failure to properly comply with these Terms; and

    vii. temporarily or permanently suspending Buyer's Account.

Buyer hereby authorises Whatnot to take any of the above actions as Whatnot deems appropriate and refer any unpaid amount to collections.

18. User Content

a. Posting Content. The App may allow you 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"). Whatnot does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to your User Content.

b. Permissions to Your User Content. By making any User Content available through the App you grant us a limited right to use your User Content without charge for the purposes of operating, developing and promoting the Services, for example: designing advertisements, promotions and campaigns, moderating content, ensuring platform integrity and safety, and improving the quality of our services. You also grant us a right and permission to use your name, image, voice, and likeness 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. When you stream on the App as a Seller, you grant us a limited right to record and store a copy of your stream. The licenses granted by you continue for a commercially reasonable period of time after you remove or delete the User Content from the App to allow us to remove backups from our systems and comply with applicable laws requiring us to retain your content. Where Whatnot's use of your User Content involves processing of your personal information, we process and retain this content as described in our Privacy Policy located at www.whatnot.com/privacy.

c. Your Responsibility for User Content. You are solely responsible for all your User Content. 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 confirm that you have (and will have) all rights that are necessary to grant us the license rights in your User Content under these Terms. You confirm that neither your User Content, nor your use and provision of your User Content to be made available through the App, nor any use of your User Content by Whatnot on or through the App will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

19. General Prohibitions and Whatnot's Enforcement Right

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;
- Sell stolen Items, Items taken without authorisation, and otherwise illegally obtained Items on the App;
- 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, or use the Account or any other User's Account without permission;
- 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 Items and whether you are using the App for personal, family or household purposes, or for business purposes;
- Impersonate or misrepresent your affiliation with any person or entity;
- 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 unauthorised purpose without our prior written consent;
- Except as expressly provided herein, copy, adapt, modify, create derivative works of, distribute, sell, sublicense, rent 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, or otherwise engage in activities designed to adversely affect the performance of the App;
- 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 unauthorised advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Violate any law, statute, ordinance, by-law, regulation, or sanctions program;
- Fabricate in any way any Transaction or process related thereto;
- Place fraudulent or 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;
- Use the App for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialise, license or sell any product, service or technology that could, directly or indirectly, compete with the App;
- Use the App in any way that violates the Community Guidelines or encourage others to do so; or

- Transmit, exchange, or otherwise support the direct or indirect proceeds of unlawful or fraudulent activity (including but not limited to money laundering, terrorist financing).

Whatnot is not obligated to monitor access to or use of the App or to review or edit any content. However, Whatnot has the right to do so for the purpose of operating the App, to ensure compliance with these Terms and the Community Guidelines, and to comply with applicable law or other legal requirements. Whatnot reserves the right, to remove or disable access to any content, including User Content (as defined above), 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. Whatnot also reserves the right to suspend or terminate your Account, or access to the App, if Whatnot determines that a User has violated these Terms or the Community Guidelines. Whatnot has the right to investigate violations of these Terms or conduct that affects the App. Whatnot may also consult and cooperate with law enforcement authorities to prosecute Users who violate the law and have the right to comply with court orders requesting or directing us to disclose User Content or the identity or other information of Users. If a User becomes aware of misuse of our App, or wishes to report violations of Whatnot's Terms or Community Guidelines, please contact Whatnot using the help page.

20. User Legal Compliance and Interactions and Disputes with Other Users

    a. Legal Compliance. Users must comply with all applicable laws when using the App, which may include licensing, business registration and other similar requirements and obligations. It is 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 use the App, including buying and selling 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 confirm that you shall comply with all applicable federal, 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. While Whatnot requires its Users to comply with applicable law, Whatnot is not obligated to verify or ensure such compliance and does not guarantee that (i) Users will be in compliance with applicable laws while using the App; or (ii) Transactions will comply with applicable laws.

b. Interactions and Disputes with Other Users. While Whatnot requires its Users to comply with applicable law and provide correct and accurate information about themselves that are not misleading, Whatnot is not obligated to verify any such information or conduct background checks. You agree to use caution in all interactions with other Users in the App, whether on the App, outside of the App, or in person, including as part of utilising the Local Pickup Services, such as not sharing your financial information or sending money directly to other Users, protecting your personal information, and reporting all suspicious or inappropriate behavior or any other concerns through the User reporting tool in the App and/or by contacting us using our help page. Any dispute that arises between you and another User (each, a "User Dispute") is to be resolved by you and such User.

c. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL LIABILITY AND RESPONSIBILITY (INCLUDING ANY FINANCIAL LOSS OR COMPENSATION) TO YOU FOR ANY: (i) VIOLATION OF APPLICABLE LAW BY USERS; (ii) INTERACTION WITH OR COMMUNICATION WITH ANOTHER USER WHETHER ON THE APP, OUTSIDE OF THE APP, OR IN PERSON; AND (iii) ANY USER DISPUTE,UNLESS SUCH LIABILITY OR RESPONSIBILITY IS DUE TO AN INTENTIONAL OR NEGLIGENT ACT OF WHATNOT OR ITS REPRESENTATIVES.

21. Third-Party Websites or Resources

The App may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources.

22. Suspension and withdrawal

We may suspend access to the App to:

a. deal with technical problems or make minor technical changes;

b. update the App to reflect changes in relevant laws and regulatory requirements; or

c. make changes to the App.

Where we suspend access, we will contact you in advance [by email] to let you know, unless the problem is urgent or an emergency.

We can end our contract with you if you breach these Terms in a material way, for example:

- if you don't, within a reasonable time of us asking for it, provide us with information or cooperation; or
- if you breach our General Prohibitions set out in Section 12.

You may delete your Account at any time through the App. Upon any termination, discontinuation or cancellation of the App or your Account, the following Sections will survive: 1, 6, (only for payments due and owing to Whatnot prior to the termination), 12, 13, 15, 17, 18, 19, 20, 21, 22, 23, in each case including any supplementary terms as set forth in the Appendix.

23. DMCA/Copyright Policy

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 Agent c/o Whatnot Inc.

2261 Market Street

STE 10754

San Francisco, CA 94114

(323) 948-1820

copyright@whatnot.com

24. Limitations to the App

The App is provided for general information and entertainment purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App.

The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the App Store site and in the Documentation) meet your requirements.

25. Compensation for loss caused by our App

If we breach these Terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By ‘foreseeable’ we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do). We are not responsible for any loss or damage that

was not foreseeable, was not caused by our breach of these Terms or our negligence or any loss or damage as a result of commercial use of the App.

Nothing in the Terms is intended to exclude or limit Whatnot's liability for death or personal injury caused by our negligence, for fraudulent misrepresentations or for any other liability that cannot be excluded or limited by applicable laws.

The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

26. Governing Law and Jurisdiction

These Terms and any action related thereto will be governed by Irish law. Except if you are a consumer, the exclusive jurisdiction for all disputes will be the courts located in Ireland, and you and Whatnot each waive any objection to jurisdiction and venue in such courts. If you are a consumer, you may bring any dispute which may arise under these Terms to, at your discretion, either the competent court of Ireland, or to the competent court of your country of habitual residence if this country of habitual residence is within the EU or the UK, which courts are (with the exclusion of any other court) competent to settle any of such a dispute. We shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is within the UK or is an EU Member State otherwise the competent court of Ireland. If you are a consumer in the UK or the EU and we direct the App to you (and/or pursue our commercial or professional activities in relation to the App) in the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident and some of these rights are detailed in the Supplementary Terms. Nothing in these Terms affects your rights as a consumer or your other statutory rights to rely on such mandatory provisions of any regulations.

27. Online Dispute Resolution

Consumer mediation (consumers resident in France): Our company is a member of the Centre de la Médiation de la Consommation de Conciliateurs de Justice (CM2C), 49 rue de Ponthieu, 75008 Paris, France –declarer-un-litige@cm2c.net – +33 01 89 47 00 14 – www.cm2c.net.

28. Whatnot Promotions Guidelines.

If you choose to run or communicate sweepstakes, contest, or giveaway (each, a "Promotion") on or using the App, you (and not Whatnot) are solely responsible for compliance with all applicable laws, 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. Your Promotion must be operated in a lawful manner at all times. Whatnot will not assist you in the administration of your Promotion, and you agree that you do so at your own risk. You must comply with the following when running a Promotion using the App:

- You must post a set of "Official Rules" for your Promotion 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."
- Who is eligible to enter, including age and geographic eligibility restrictions.
- A description of 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. For example:

"BY PARTICIPATING IN THIS PROMOTION, ENTRANT AGREES THAT [SPONSOR], WHATNOT INC. AND WHATNOT EUROPE LTD., 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. and Whatnot Europe Ltd." 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.

- Each time you solicit entry to or advertise the Promotion, you must provide a hyperlink to the Official Rules.
- You must administer your Promotion, including the award of all prizes, as outlined in your Official Rules.
- 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.

Whatnot is not obligated to, but reserves the right to remove or take down any of your Promotions if we, at our sole discretion, consider them in violation of these Terms, with or without advance notice to you.

29. General Terms.

- Intellectual Property Rights. Whatnot and its licensors exclusively own all right, title and interest in and to the App, including all associated intellectual property rights. You have no intellectual property rights in, or to, the App other than the right to use it in accordance with these Terms. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App.
- Feedback. We welcome feedback, comments and suggestions for improvements to the App ("Feedback"). If you provide us with any Feedback, you grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose, provided that we may use this license only to the extent that we anonymise the Feedback prior to providing the Feedback to any third party.
- Entire Agreement. These Terms (including Our Policies) constitute the entire and exclusive understanding and agreement between Whatnot and you regarding the App, and these Terms supersede and replace all prior oral or written understandings

or agreements between Whatnot and you regarding the App. Except where provided by applicable law in your jurisdiction, you may not assign or transfer these Terms, by operation of law or otherwise, without Whatnot's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent or your statutory right, without such consent, will be null and void. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

- No rights for third parties. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- Notices. Any notices or other communications provided by Whatnot under these Terms will be given: (i) via email; or (ii) by posting to the App. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.
- Delay in enforcing rights. Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- Events outside our control. If our provision of or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- You Consent to Receive Electronic Communications. For contractual purposes, you (i) consent to receive communications from Whatnot in an electronic form via the email address you have submitted; and (ii) 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 your communication preferences 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.

30. Contact.

If you have any questions about these Terms or the App, please contact us using our help page.

APPENDIX: SUPPLIMENTARY TERMS FOR APPLICABLE EU USERS

If you are a consumer User in the EU and we direct the App to you (and/or pursue our commercial or professional activities in relation to the App) in the country in which you habitually reside in the EU, the Terms shall apply to you with the exception of the following deviations and supplementary terms as applicable to your country of residence. If there is an inconsistency or conflict between the Terms and these Supplementary Terms, these Supplementary Terms shall prevail.

1. Liability

In respect of Section 18 and Section 19 of the Terms:

Users in Germany

If you are a User residing in Germany, Section 18 and Section 19 of the Terms shall not apply to you and instead the following terms shall apply:

“Unless otherwise stated in these Terms, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions. We shall be liable for damages - irrespective of the legal grounds - within the framework of fault-based liability in the event of intent and gross negligence.

In the event of simple or slight negligence, we shall be liable, subject to statutory limitations of liability (e.g., due care in own affairs; insignificant breach of duty) only: (a) for damages arising from injury to life, body, or health (i.e., death or personal injury); and (b) for damages arising from the breach of a material contractual obligation (obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however our liability shall be limited to compensation for the foreseeable, typically occurring damage.

These limitations do not apply in case of fraud, fraudulent misrepresentation, if we have fraudulently concealed a defect, have given a guarantee of quality, or have assumed a procurement risk. Furthermore, any mandatory statutory liability, in particular under the German Product Liability Act, shall remain unaffected.

The limitations of liability resulting from this Section shall also apply to our executive bodies, legal representatives, employees, staff and vicarious agents and/or other persons for whose fault we are responsible in accordance with statutory provisions.

Subject to the above, we assume no liability for any damages or losses caused by any unforeseeable, unavoidable and uncaused events beyond our reasonable control.

All other liability on our part is excluded.”