

Whop™ Terms of Service

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Welcome to Whop! Whop is a platform provided and operated by Frosted Inc. dba Whop, a Delaware corporation (together with its affiliates, agents, representatives, consultants, employees, officers, and directors – collectively “**Whop**”, “**we**”, “**us**” and/or “**our**”) that provides an e-commerce marketplace platform located at <https://whop.io/> (the “**Site**”) that allows users to offer, sell and buy certain software programs or web tools and enables sellers to manage software licenses and purchase additional products and services to aid in the running and success of such software (collectively, such services, including any new features and applications, together with the Site, the “**Services**”). Portions of the Services are publicly available to all visitors to the Site (the “**Visitors**”), whereas other portions of the Services are available only to registered users who are Sellers and/or Buyers (collectively, the “**Members**”). This Agreement applies to both Visitors and Members (collectively, the “**Users**”). Please read this Agreement carefully before you start to use the Services.

BY CLICKING THE “AGREE” BUTTON WHEN CREATING AN ACCOUNT OR LOGGING IN, YOU

- (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE PRIVACY POLICY;
- (B) REPRESENT THAT YOU HAVE THE AUTHORITY AND ARE FULLY ABLE AND COMPETENT TO ENTER THIS AGREEMENT ON BEHALF OF YOURSELF OR AN ENTITY;
- (C) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND
- (D) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND THE PRIVACY POLICY.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

1. Whop Account Creation

1.1. Creating a Whop Account. In order to use the Services as a Member, you are required to create a Whop account (“**Account**”, as further defined below). You must be at least eighteen (18) years of age, or the age of majority in your applicable state, to register an Account. You represent that the information in your Account, and any other information you otherwise provide to us, is accurate, current and complete information, and agree to update it and keep it accurate, current and complete. We reserve the right to suspend or terminate your Account or your access to the Services if any information provided to us proves to be untrue, inaccurate, not current, or incomplete. It shall be a violation of this Agreement to submit inauthentic information for Account registration or maintenance, or to allow any other person to use your Account to participate in or otherwise use the Services.

1.2. Account Activities. When you create an Account, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer/mobile device, and you agree to accept responsibility for all activities, charges (if applicable), and damages that occur under your Account. If you discover any unauthorized use of your Account, or other known Account-related security breach, you must report it to us immediately. You agree that you are responsible for anything that

happens through your Account until you close your Account or prove that your Account security was compromised due to no fault of your own. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

1.3. Obligations of Sellers. Members who sell software bots or other software programs, including license keys for such software programs (collectively, “**Software Tools**”) through the Services are referenced herein and, in the Services, as “**Sellers.**” Seller represents and warrants that it owns, or is an authorized licensor, of the Software Tools offered for sale or licensing through the Services and that each of its listings is accurate, current, complete, and not misleading or otherwise deceptive. No part of such Software Tools sold through the Services will be delivered separately or require an additional purchase, for example, via a third-party website or other channel. Seller understands and agrees that (a) Seller is solely responsible for its Software Tools that it makes available or distributes through the Services, including electronic and physical materials, including but not limited to setting the prices for sale or license of their Software Tools and including any applicable rules, restrictions, licenses, proprietary marks or designations on its Software Tools; and (b) Seller is solely responsible for any fees or costs incurred in connection with, and for paying any applicable income, sales, or other taxes that Seller may be subject to, as a result of using the Services. Seller further understands and agrees that the failure to (i) deliver or make available any Software Tools, in whole or in part, sold or licensed through the Services, or (ii) the failure to make any applicable terms and conditions regarding such Software Tools available, in each case to a valid Buyer, is a violation of this Agreement, unless said Buyer fails to make a valid payment for the Software Tools, fails to comply with the posted terms and conditions applicable to such Software Tools, or Seller cannot verify or contact the Buyer.

1.4. Obligations of Buyers. Members who purchase Software Tools from Sellers or web proxy servers (“**Proxies**”) from Whop through the Services are referenced herein and, in the Services, as “**Buyers.**” Buyer understands and agrees that (a) Whop does not sell, and is not responsible for, the Software Tools made available for purchase on the Services; (b) unless otherwise specifically stated, Whop does not own or supply any Software Tools listed on the Services and is merely a content host; (c) usage of any Software Tools or Proxies made available through the Services are subject to the applicable terms and conditions as stated by the original seller; (d) Buyer’s access to Software Tools or Proxies may be disabled if such materials are removed from the Services for any reason; and (e) Any Software Tools that must be downloaded are the responsibility of Buyer to backup accordingly, and Whop cannot restore access to, or provide copies of, purchased Software Tools that have been removed from our Services. Buyer agrees to pay in full for all Software Tools or Proxies purchased through the Services, including any additional applicable charges (such as taxes or late fees, if applicable) as may be accrued or incurred in connection with Buyer’s Account. Buyer is responsible for timely payment of all such fees and charges, and for providing and maintaining current and accurate payment details in Buyer’s Account.

1.5. User Acknowledgment of Marketplace Platform; Refund Policy. Whop is not responsible for any loss or damage arising out of any decisions ultimately made or implemented based on a User’s use of any Software Tools or Proxies. You understand and agree that any guidance Whop provides as part of the Services is for informational purposes only. You understand and acknowledge that Whop has no control over and does not guarantee: the existence, quality, safety or legality of the Software Tools or Proxies advertised on the Services; the ability of Buyers to pay for Software Tools; or that a Buyer or Seller will actually complete a transaction or transfer a Software Tool. Additionally, Buyers may be able to request refunds under certain circumstances. If a Seller fails to deliver or make an instance of a purchased or licensed Software Tool available for Buyer to utilize within eight (8) hours of purchase or license, Buyer is permitted a refund. In such cases,

Seller authorizes Whop to request that its payment processor remove the refund amount from your Account and/or charge your payment method on file.

1.6. User Interactions. Subject to the terms of the Whop Privacy Policy, your direct interactions (if any) with other Users, including the purchase of, sale of, payment for, and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and that individual User. Like with any web-based interaction, we suggest that you use caution and good judgment. You further understand and agree that, unless otherwise specifically stated, Whop is not involved in any actual transactions made through the Services, and that it is not the agent or representative of any User for any purpose whatsoever and that it is not responsible for any loss or damage incurred as the result of any such dealings or with respect to any other User's use or disclosure of your personally identifiable information. For details about our information collection practices, please see our Privacy Policy. IF THERE IS A DISPUTE BETWEEN YOU AND ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY MEMBER OR VISITOR OF THE SERVICE), WHOP IS UNDER NO OBLIGATION TO BECOME INVOLVED, AND YOU HEREBY RELEASE WHOP FROM ANY CLAIMS, DEMANDS, OR DAMAGES OF ANY KIND AND OF ANY NATURE ARISING OUT OF OR RELATING TO ANY SUCH DISPUTE. You agree that you are solely and exclusively responsible for any federal, state, or local taxes, including sales taxes, that might apply to any sales you make in connection with the Services.

2. Use of the Services; Reservation of Rights

2.1. License Grant. Subject to the terms of this Agreement, Whop grants you a personal, limited, non-exclusive, and nontransferable license to access and use the Site and the Services strictly in accordance with this Agreement and all applicable laws, rules, and regulations. You are responsible for all of your activity in connection with the Services.

2.2. Reservation of Rights. Whop reserves the right to modify, suspend or discontinue all or any aspect of the Services to anyone for any reason at our sole discretion, with or without any notice. Whop reserves the right to modify, suspend, or discontinue the Services (including, but not limited to, the availability of any feature, database, or content), whether temporarily or permanently at any time for any reason. You agree that Whop shall not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. Whop may, in its sole discretion: (a) cancel unconfirmed Accounts or Accounts that have been inactive for a substantial period of time; (b) delay, refuse to display, or remove content or listings; (c) remove any special status associated with an Account, and (d) take technical and/or legal steps to limit or prevent any User's use of the Services, including imposing limits on certain features of the Services or restricting access to parts or all of the Services, in each case without notice or liability.

2.3. Prohibited Conduct. You understand and agree that you will not use the Services to engage in the prohibited conduct below:

- You shall not use the Services for any illegal or fraudulent purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;

- You shall not use the Services for purposes of competitive analysis, the development of a competing product or service, or any other purpose that is to our commercial disadvantage;
- You shall not submit information or documentation to the Services that pertains or belongs to any other party;
- You shall not post, store, send, transmit, or disseminate any information or material which infringes any patents, trademarks, trade secrets, copyrights, or any other proprietary or intellectual property rights;
- You shall not post, list, or upload content that is (as determined by Whop in its sole discretion) false, inaccurate, misleading, deceptive, defamatory, or libelous, or that is threatening or harmful to others, or that is in furtherance of illegal activities or would otherwise give rise to civil or criminal liability;
- You shall not attempt to use any method to gain unauthorized access to any features of the Services;
- You shall not directly or indirectly decipher, decompile, remove, disassemble, reverse engineer, or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, security-related features of the Services, features that prevent or restrict use or copying of any content accessible through the Services, or features that enforce limitations on use of the Services, except to the extent applicable laws specifically prohibit such restriction;
- You shall not directly or indirectly modify, translate, or otherwise create derivative works of any part of the Services;
- You shall not directly or indirectly license, copy, sell, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder or commercially exploit the Services, in whole or in part;
- You shall not harvest or collect information about other Users without their consent;
- You shall not directly or indirectly take any action that constitutes unsolicited or unauthorized advertising or promotional material or any junk mail, spam, or chain letters; contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit, or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password, or other information of Whop or any third party; or that impersonates any person or entity, including any employee or representative of Whop;
- You shall not directly or indirectly take any action that imposes or may impose (as determined by Whop in its sole discretion) an unreasonable or disproportionately large load on Whop's or its third-party providers' infrastructure; interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; run Maillist, Listserv, or any form of auto-responder or "spam" on the Services;

or use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Site; and

- You shall not sell or otherwise transfer your Account.

If for any reason we determine that you have failed to follow these rules, we reserve the right to prohibit any and all current or future use of the Services by you. If we have reason to suspect, or learn that anyone is violating this Agreement, we may investigate and/or take legal action as necessary including bringing a lawsuit for damages caused by the violation. We reserve the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

3. Availability of the Services

3.1. Availability. You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time for any reason including, without limitation, system down time for routine maintenance. You further understand that there may be interruptions in service or events on third-party sites that may affect your use of the Services and that are beyond our control to prevent or correct. Accordingly, we cannot accept any responsibility for any connectivity issues that you may experience when using the Site or Services or for any loss of material, data, transactions or other information caused by system outages, whether planned or unplanned. You hereby agree that we cannot be held liable to you or any third party should we exercise our right to modify, suspend or discontinue the Services.

4. User Content Guidelines

4.1. User Content. Users of the Services may have the ability to contribute, add, create, submit, distribute, facilitate the distribution of, collect, post, or otherwise make accessible certain content through submission of text, photographs, user videos, electronic files, and software code or license keys, or other information in order to use, or continue using, the Services (“**User Content**”). You understand and agree that you are responsible for whatever material you submit, and you, not Whop, have full responsibility for your User Content and Feedback (as defined below), including its legality, reliability, accuracy, appropriateness, originality, and copyright.

4.2. User Content License. Whop does not claim ownership of any User Content. By posting User Content to the Service, you grant us and our service providers and business partners a nonexclusive, royalty-free, perpetual, irrevocable, sub-licensable, and transferable (in whole or in part) worldwide license to use, modify, publicly display, reproduce, and distribute such User Content on and through the Service, including in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of Whop generally, unless otherwise prohibited by law. You agree that this license includes the right for us to make your User Content available to other users of the Service, subject to this Agreement and the Whop Privacy Policy.

4.3. User Feedback on the Services. We, including third party partners and our affiliates, may ask you for Feedback (as defined below) on your experience with the Services. We shall become the owner of any reviews, comments, suggestions or other feedback regarding the Services posted to the Services, Whop social media pages, blogs, product pages, message boards, or micro-communities (collectively, “**Feedback**”). Without limitation, we will have exclusive ownership

of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, including to advertise and promote Whop, without compensation to you or any other person sending the Feedback. You specifically waive any “moral rights” in and to the Feedback. You agree that any Feedback you submit to us will not contain any information or ideas that you consider to be confidential or proprietary.

4.4. User Content Warranties. To the extent that you decide to post any User Content or Feedback on the Services or on Whop social media pages, you represent and warrant to us that (a) you own the User Content, or you otherwise have the legal right to use it and you have received all necessary permissions, clearances from, or are authorized by, the owner of any part of the content to submit it to the Services; (b) your User Content or Feedback will not contain third-party copyrighted material, or material that is subject to other third-party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant us all of the license rights granted herein; and (c) you have no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of these Terms or the use or enjoyment by us of any of the rights herein granted.

4.5. Enforcement; Validation of Content. Whop is under no obligation to post or use any User Content you may provide. We may refuse to accept or transmit User Content. Additionally, we shall have the right to delete, edit, modify, reformat, excerpt, or translate any of your User Content for the purpose of providing Services to you. You acknowledge and agree that we are not a data repository for any of your information or documentation and you are solely responsible for keeping and maintaining your information or documentation in your personal records. You understand and agree that Whop is not and cannot be responsible for any User Content, including any information or materials therein, posted by Users on the Services, and that you must bear all risks associated with the exposure to and/or use of any such User Content, including without limitation any reliance on the accuracy, completeness, or usefulness of such User Content. We, including our affiliates, reserve the right to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate any provision of this Agreement or otherwise create liability for us or any other person. Such action may include removing your User Content, terminating your Account in accordance with this Agreement, and/or reporting you to law enforcement authorities.

5. Whop Intellectual Property

5.1. Whop Content. Through the Services, we may make accessible various content, including, but not limited to, videos, photographs, images, artwork, graphics, audio clips, comments, data, text, software, scripts, campaigns, other material and information, and associated trademarks and copyrightable works (collectively, “**Whop Content**”).

5.2. Whop Intellectual Property Rights. Whop Content is protected in many ways, including copyrights, trademarks, service marks, and other rights and laws. You agree to respect all legal notices, information, and restrictions contained in any content accessed through the Services, including in any Whop Content. You also agree not to change, translate, or otherwise create derivative works based off Whop Content. All other User Content viewed through the Services is the property of its respective owner. You have a limited, revocable, non-exclusive, non-transferable license to use the Services and Whop Content solely for legally permitted activities related to our Services as outlined in this Agreement.

6. Copyright Policy and Notices of Intellectual Property Violations

6.1. Copyright Policy. Whop complies with the Digital Millennium Copyright Act (DMCA). We will remove infringing materials in accordance with the DMCA if properly notified that Content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, please notify the Whop Copyright Agent by email at hello@whop.io or by mail to the address in the Contact section. Please do not send notices or inquiries about anything other than alleged copyright infringement or other intellectual property claims to our Agent for Notice. Your email must contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Services, sufficient for us to locate the material; your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you fail to comply with these notice requirements, your notification may not be valid. Under the Copyright Act, any person who knowingly materially misrepresents that material is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

In accordance with the Digital Millennium Copyright Act, we have adopted a policy of, in appropriate circumstances, terminating User Accounts that are repeat infringers of the intellectual property rights of others. We may also terminate User Accounts even based on a single infringement.

6.2. Counter-Notice. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent: (1) Your physical or electronic signature; (2) Identification of the User Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; (3) A statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and (4) Your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court in New York City, New York, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of

the counter-notice, at our sole discretion.

7. Sponsorships and Third-Party Sites

7.1. Advertisements. The Services may contain third party advertisements, corporate sponsorships and/or branded content (for example, from our marketing or launch partners as may be designated on the Site). The sponsors that provide these advertisements or sponsorships are solely responsible for ensuring that the materials submitted for inclusion on the Services are accurate and that they comply with all applicable laws. We are not responsible for the acts or omissions of any sponsor or advertiser.

7.2. Third-Party Sites. The Services may permit you to link to other websites or resources on the internet. Links on the Services to third party websites, if any, are provided only as a convenience to you. If you use these links, you will leave the Services. The inclusion or integration of third-party services or links does not imply control of, endorsement by, or affiliation with Whop. Your dealings with third parties are solely between you and such third parties. You agree that we will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites. You will use these links at your own risk.

8. Term and Termination

8.1. Term. The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you when you cancel your Account, or by us as set forth in this section.

8.2. Termination by User. You may terminate this Agreement by cancelling your Account through your account settings or by sending us an email at hello@whop.io.

8.3. Termination by Whop. We may suspend or cancel your Account without notice to you if you violate this Agreement, or for any reason at all. If your Account is cancelled, we reserve the right to remove your account information along with any of your account settings from our servers with NO liability or notice to you. Once your account information and account settings are removed, you will not be able to recover this data and you will lose access to your Account and all of your User Content.

8.4. Effect of Termination. Upon termination, your license to use our Services terminates and you must cease all use of the Services. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. You acknowledge and understand that our rights regarding any User Content you submitted to the Services before your Account was terminated shall survive termination. For the avoidance of doubt, we may retain User Content in our backups, archives and disaster recovery systems until such User Content is deleted in the ordinary course of business. Termination will not limit any of Whop's rights or remedies at law or in equity.

9. DISCLAIMER OF WARRANTIES

THE SERVICES AND ALL INFORMATION CONTAINED HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND.

9.1. Disclaimer of Content. Whop acts a content host where Users contribute User Content. Accordingly, Whop does not guarantee the accuracy, integrity, quality or appropriateness of any User Content transmitted to or through the Services. You understand that all User Content posted on the Services is the sole responsibility of the person from whom such User Content originated. You understand that Whop does not control, and is not responsible for User Content made available through the Services. You further acknowledge that Whop may, but has no obligation to screen, preview, monitor, or approve any User Content posted or submitted to the Services. Under no circumstances will Whop be liable in any way for any User Content. You understand and agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any Content.

9.2. Disclaimer of Actions of Users. Whop does not endorse and is not responsible or liable for any products or services, including Software Tools, available or unavailable from, or through, any Sellers. You agree that should you use or rely on such products or services, available or unavailable from, or through any Seller, Whop is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with any Seller, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Seller exclusively and do not involve Whop. You should make whatever investigation or other resources that you deem necessary or appropriate before purchasing from Sellers. You agree that Whop is not responsible for the accessibility or unavailability of any Seller or for your interactions and dealings with them. YOU WAIVE THE RIGHT TO BRING OR ASSERT ANY CLAIM AGAINST WHOP RELATING TO ANY INTERACTIONS OR DEALINGS WITH ANY SELLER AND RELEASE WHOP FROM ANY AND ALL LIABILITY FOR OR RELATING TO ANY INTERACTIONS OR DEALINGS WITH SELLERS.

9.3. Disclaimer of Warranties. THE SERVICES ARE PROVIDED TO USERS "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WHOP, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND WHOP'S SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, SECURITY, ACCURACY, AVAILABILITY, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WHOP PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE PROXIES), WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. ANY MATERIAL, CONTENT, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED AND/OR USED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, DEVICE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, CONTENT OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WHOP ON OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WHOP ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TRUTHFULNESS, ACCURACY, TIMELINESS OR COMPLETION OF THE CONTENT OR FAILURE BY

THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE WHOP OR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, SUCCESSORS, AND ASSIGNS, FROM ALL LIABILITY ASSOCIATED WITH YOUR USE OF THE SERVICES. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN NO EVENT SHALL WHOP, NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONSULTANTS, SUCCESSORS, AND ASSIGNS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF THE GREATER OF (IN THE AGGREGATE) TWO HUNDRED U.S. DOLLARS (\$200.00) OR THE AMOUNT OF FEES PAID AND OWED BY YOU TO WHOP UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, WHOP LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

11. Indemnification. You agree to indemnify, defend, and hold harmless Whop (including our affiliates and subsidiaries, as well as our and their respective officers, directors, employees, agents, representatives, consultants, 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 reasonable attorneys' fees, arising from or relating to your use or misuse of the Service or your breach of this Agreement, including but not limited to your breach of any law or the rights of a third party.

12. Dispute Resolution and Arbitration Provision

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

12.1. Initial Dispute Resolution. For any problem or dispute that you may have with us, you understand and agree that you will first give us an opportunity to resolve your problem or dispute. In order to initiate this dispute resolution process, you agree that you shall first send us a

written description of your problem or dispute within thirty (30) days of the occurrence of the event giving rise to the problem or dispute by sending an email to: hello@whop.io or by mail to the address listed below. You then agree to negotiate with us in good faith about your problem or dispute for sixty (60) days. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after our receipt of your written description of it, you agree to the arbitration provisions below.

12.2. Binding Arbitration. If the parties do not reach an agreed upon solution under the Initial Dispute Resolution provision, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to this Agreement (including formation, performance and breach), the parties' relationship with each other and/or your use of the Service shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The Commercial Arbitration Rules governing the arbitration may be accessed at www.adr.org or by calling the AAA at +1.800.778.7879. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitration rules also permit you to recover attorney's fees in certain cases. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

12.3. Location. The arbitration will take place in New York City, New York.

12.4. Class Action Waiver. The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND WHOP AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

12.5. Exceptions – Litigation of Intellectual Property and Small Claims Court Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

12.6. 30-Day Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out to us at hello@whop.io. The notice must be sent within thirty (30) days of your

first use of the Services, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, we also will not be bound by them.

12.7. Changes to this Section. We will provide thirty (30) days' notice of any changes to this section. Changes will become effective on the 30th day, and will apply prospectively only to any claims arising after the 30th day. The Agreement and the relationship between you and Whop shall be governed by the laws of the State of New York without regard to conflict of law provisions.

13. Miscellaneous

13.1. Assignment. This Agreement is personal to User, and you may not assign, transfer, sub-license, sub-contract, charge or otherwise encumber any of your rights or obligations under this Agreement without the prior written consent of Whop. Whop may assign, transfer, or delegate any of its rights and obligations hereunder without your consent. Any attempted assignment in violation of this Section 13.1 shall be null and void.

13.2. Entire Agreement. This Agreement, and all terms and policies posted through our Services, including our Privacy Policy and any applicable Supplemental Terms, constitutes the entire agreement between you and Whop with respect to the Services, and supersedes all prior or contemporaneous understandings and agreements of the parties, whether written or oral, with respect to the Services.

13.3. Geographic Restrictions. The Services are based in the state of New York in the United States and provided for access and use only by persons located in the United States. You acknowledge that you may not be able to access the Services outside of the United States and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you are responsible for compliance with local laws.

13.4. Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in New York City, New York. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

13.5. Modification. We reserve the right, at our sole discretion, to amend, modify or replace this Agreement, including the Privacy Policy or any Supplemental Terms, at any time. The most current version of this Agreement (with the revision date stated) will be made available through the Site. In the event that we make material changes to the Agreement, we will notify you by displaying a prominent notice on the Site or by sending an email to the email address affiliated with your Account. Updated versions of the Agreement will never apply retroactively and the updated Agreement will give the exact date they go into effect. It is your responsibility to check the Site periodically for changes to the Agreement. Use of the Services by you following any modification to the Agreement constitutes your acceptance of the Agreement as modified. Without limiting our ability to refuse, modify, or terminate all or part of our Services, we may also terminate this Agreement at any time for any reason, at our sole discretion, by giving notice of such termination.

13.6. Relationship of the Parties. Becoming a User of our Services does not create an agency, employment, joint venture, franchise or partnership relationship between you and Whop.

13.7. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

13.8. Supplemental Terms. Your use of the Services may be subject to additional terms and conditions, such as a set of terms that apply to a specific promotion or line of services, which may be modified from time to time ("**Supplemental Terms**"). Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

13.9. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

13.10. Contact. If you have any questions about this Agreement, or feedback, comments, requests for technical support, and other communications related to the Services, please contact us at hello@whop.io or at the address set forth below.

Frosted Inc. dba Whop
1460 Broadway
New York, New York 10036

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND PRIVACY POLICY, AND AGREE THAT MY USE OF THE SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.