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Terms of Service

Thank you for your interest in Whop, Inc. (“**Whop**,” “**we**,” or “**us**”) and our website at www.whop.com, along with our related websites, hosted applications, mobile or other downloadable applications, and other services provided by us (collectively, the “**Service**”). These Terms of Service are a legally binding contract between you and Whop regarding your use of the Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY

BY CLICKING “I ACCEPT,” OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SERVICE, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING WHOP’S PRIVACY POLICY AND OTHER POLICIES REFERENCED BELOW (TOGETHER, THESE “TERMS**”). IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND WHOP’S PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY WHOP AND BY YOU TO BE BOUND BY THESE TERMS.**

ARBITRATION NOTICE. Except for certain kinds of disputes described in Section 18, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and **BY ACCEPTING THESE TERMS, YOU AND WHOP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING.**

1. Whop Services Overview

Whop provides two separate services offerings: the (i) “Whop Marketplace” which is a marketplace for digital goods and services (the “**Products**”) where certain users (“**Buyers**”) can purchase the Products

sold by other users ("**Sellers**"), and (ii) "Whop Payments," which is a service that allows Sellers to utilize Whop's infrastructure platform to sell Products advertised on Seller's own websites and / or social media accounts without use of the Whop Marketplace. All Products are provided solely by the applicable Seller and Whop is not responsible for the Products sold through either the Whop Marketplace or Whop Payments.

2. Eligibility

You must be at least 13 years old to use the Service. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 13 years old; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are an entity, organization, or company, the individual accepting these Terms on your behalf represents and warrants that they have authority to bind you to these Terms and you agree to be bound by these Terms.

3. Accounts and Registration

To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, or other contact information, and/or to link certain outside payment accounts such as Stripe (collectively, "Linked Accounts"). You agree that the information you provide to us is accurate, complete, and not misleading, and that you will keep it accurate and up to date at all times. You further agree that all Linked Accounts are your own and you have all necessary rights to link them to the Service, and you hereby authorize us to maintain the Linked Account as part of your account with us. When you register, you will be asked to create a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you should immediately notify us at support@whop.com.

Account Ownership & Primary Linked Account.

You acknowledge that the individual or entity controlling the first Linked Account with a payment method connected to your Whop account, is considered by Whop to be the owner of all revenue associated with that Linked Account. Only the owner of the Linked Account may request its removal, replacement, or other modifications. If the Linked Account is

removed at the direction of its owner, any subsequent Linked Account with a payment method connected to the same Whop account (if applicable) will assume the same ownership status. Whop will not mediate or otherwise become involved in any disputes regarding ownership or control of the Whop account or the associated revenue.

Account Verification (KYC) Requirements.

KYC Process. In order to have access to the payment services provided as part of the Services, including the ability to receive payments for transactions conducted on the Whop Marketplace, through Whop Payments, or otherwise involving the Services, you must complete all required identity verification and compliance checks with our third-party payment service provider (“PSP”), including, but not limited to, the processes required by Stripe to facilitate your access to the funds paid to you. You agree to provide accurate and up-to-date information and documentation as requested by the PSP or by Whop in connection with these verification requirements.

Approval by PSP. You acknowledge and agree that successful completion of KYC is subject to the PSP’s internal approval process, which Whop does not control. If the PSP refuses to approve or later revokes your KYC status or access to the PSP services for any reason, Whop may (i) prohibit you from withdrawing funds, (ii) suspend or terminate your account, and/or (iii) take such other actions as may be directed by the PSP or required under applicable law or these Terms. KYC approval does not guarantee continued access to an account or the Services, and Whop and the PSP retain the right to revoke or terminate such approval at any time for any reason or no reason.

Ongoing Compliance. From time to time, Whop or the PSP may request additional information to ensure continued compliance with legal, regulatory, and contractual obligations. Failure to promptly comply with any such request may result in withheld funds, suspension of your account, or other remedial measures.

Not a Financial Institution. Whop is not a financial institution and does not provide you with any financial products and services. Whop partners with the PSP to (i) manage user onboarding and KYC and (ii) provide the processing and settlement services related to payment services and related features of the Whop Marketplace, Whop Payments, User-to-User Payments, Bounties, or other Services. Whop may, in its sole discretion, adjust its KYC procedures or transition to a different PSP if it deems such changes necessary for legal or business purposes.

Consequences of Non-Compliance. If you fail to complete KYC or if you do not meet the PSP's requirements, the PSP and/or Whop may block withdrawals, issue refunds to the original payers, or otherwise deny you access to the funds. Whop is not responsible for any losses, claims, or damages arising from your inability to withdraw funds due to non-compliance with these Terms or the KYC requirements of either Whop or the PSP.

4. General Payment Terms

Certain features of the Service, including the purchase or sale of certain Products, may require you to pay fees. Before you pay any fees, you will have an opportunity to review and accept the fees that you will be charged. All fees are denominated in the stated currency or other means of payment and are non-refundable unless otherwise specifically provided for in these Terms.

Price. Whop reserves the right to determine pricing for the Service and any fees it may charge on transactions conducted on the Service. Whop will make reasonable efforts to keep pricing information published on the Service up to date. We encourage you to check our pricing page periodically for current pricing information. Whop may change the fees for any feature of the Service, including additional fees or charges, if Whop gives you advance notice of changes before they apply. Whop, at its sole discretion, may make promotional offers with different features and different pricing to any of Whop's customers. These promotional offers, unless made to you, will not apply to your offer or these Terms.

Authorization. You authorize Whop to charge all sums for the orders that you make and any level of Service you select as described in these Terms or published by Whop, including all applicable taxes, to the payment method specified by you. If you pay any fees with a credit card, then Whop may seek pre-authorization of your credit card account prior to your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase. If you are permitted to save a payment method (such as a credit card) or any Linked Account with a payment feature as part of your account with us, you authorize us to save and maintain such payment method or Linked Account and use it for the payment of various fees and amounts related to your purchase of Products or use of the Services.

Sales Tax and Withholding Taxes.

1. Sales, Use and Similar Taxes. In some instances, Whop may have an obligation to add sales or use tax to the purchase price of Products. In such cases, Whop will list the appropriate taxes, and charge and collect them as part of the transaction and either remit the taxes to the applicable taxing authority or transmit the collected taxes to Sellers for Seller remittance and reporting to tax authorities.

2. Withholding Taxes. In some instances, Whop may have agreed, in its sole discretion, to serve as the merchant of record for a given transaction related to the Services. As the merchant of record, Whop may be obligated to withhold tax amounts from payments to Sellers. Whop may withhold from any amounts payable to Sellers such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation, as determined in Whop's sole discretion. In instances where Whop is not the merchant of record, Whop does not bear any legal obligation or responsibility to, and will not, collect, report, and remit any such taxes on behalf of a Seller under any circumstances.

Product Price. If you are a Seller, you may set or change the price for your Products at your sole discretion. You agree to keep all pricing information for your Products up to date and to abide by any of your listed prices for sold Products.

Amount Paid to Sellers. When one of your Products is sold, you will receive the net purchase price in the form of your base currency, minus (i) any applicable payment processing fees imposed by a third-party payment processor, (ii) any applicable taxes withheld pursuant to these Terms, and (iii) a service and service fee in the amount set forth on the pricing page, which is retained by Whop. You understand and agree that the entire purchase price (not just the net amount paid to you) must be immediately returned or refunded if requested by Whop or upon your violation of these Terms, and you agree that Whop or any payment processor acting on its behalf may process such return or refund.

Service Fee.

1. Description of Fee. In addition to the price charged by Sellers for any Product or service, Whop may charge Buyers a separate, non-refundable "Service Fee" at checkout. This fee covers Whop's overhead and related operating costs, including but not limited to customer support, payment dispute resolution, and administrative services that enable the Whop platform.

2. No Surcharge. The Service Fee is charged for Whop's services and is not a credit card surcharge or a direct pass-through of any specific payment processing fee. This Fee applies to checkouts regardless of whether you choose to pay by credit card, debit card, digital wallet, or other approved payment methods.

3. Disclosure and Amount. Whop will disclose the amount of the Service Fee at checkout before you complete your purchase. By proceeding with the transaction, you agree to pay this Fee in addition to the purchase price set by the Seller.

4. Subject to Change. Whop may modify the amount or structure of the Service Fee at any time, in its sole discretion. If Whop changes the Platform Service Fee, the new Fee will apply to transactions initiated after the updated Fee is posted or otherwise communicated.

5. Taxes. Any applicable taxes or additional charges imposed by your jurisdiction on the Service Fee are your responsibility. Where required by law, Whop will collect and remit such taxes on your behalf.

6. No Impact on Seller. The Service Fee is independent of and does not affect any amounts owed to the Seller. It is paid directly to Whop in exchange for Whop's platform services, which facilitate your transaction experience.

7. Refunds. Unless otherwise required by applicable law, the Service Fee is non-refundable once the purchase is completed. Any refunds or returns of the underlying Product or service do not obligate Whop to refund the Platform Service Fee; however, Whop may, at its sole discretion, choose to refund the Fee in certain exceptional circumstances.

Whop Credits. You will be able to view all amounts owed to you in the form of "**Whop Credits**" on your Whop account. Whop Credits represent funds held in an account owned and controlled by you with a PSP, such as Stripe. The funds underlying Whop Credits may be used to purchase Products and (other than with respect to Dropped Whop Credits) may be converted to the equivalent amount of U.S. Dollars and withdrawn by you through your account with the PSP. In certain circumstances, Whop may permit Whop Credits to be transferrable when being used to pay for Products through the Whop Platform. Otherwise, Whop Credits are generally not transferrable. Whop Credits do not represent cash or funds held by Whop on your behalf and have no cash value, other than as held in your account with the PSP. You understand and agree that Whop

Credits may be withdrawn from your account as required in payment of purchases you make; as fines, fees, or assessments for your violation of these Terms or the terms of any agreement with a third party payment processor; as required by law; or as required by our PSP. You further agree to provide any information, execute any agreements or other documents, and verify your identity with Whop or its PSP and understand and agree that failure to do so may terminate your Whop Credits.

Subscription Service. The Service may include certain subscription-based Products, or certain aspects of the Service itself may result in automatically recurring payments for periodic charges (“**Subscription Products**” and such charges, the “**Subscription Fee**”). The “**Subscription Billing Date**” is the date when you purchase your first subscription to the Subscription Product. Your access to the Subscription Product will begin on the Subscription Billing Date and continue for the subscription period specified when you make your purchase (such period, the “**Initial Subscription Period**”). Some subscriptions may automatically renew for additional periods if specified in the Subscription Product description (the Initial Subscription Period and each such renewal period, each a “**Subscription Period**”) unless you cancel the Subscription Product or the Seller or we terminate it. If you activate a Subscription Product, then you authorize Whop or its third-party payment processors to save, store, or otherwise maintain the payment method you have provided for the Subscription Product and periodically charge such payment method, on a going-forward basis and until cancellation of the Subscription Product, for all accrued sums on or before the payment due date. If you use a debit card or your bank account as your chosen payment method, you agree to enter into this separate debit authorization form and retain a copy for your records. Your account will be charged automatically on the Subscription Billing Date and thereafter on the renewal date of your Subscription Product for all applicable fees and taxes for the next Subscription Period. You must cancel your Subscription Product before it renews unless otherwise specified in the Subscription Product’s description in order to avoid billing of the next periodic Subscription Fee to your account. Whop or its third-party payment processor will bill the periodic Subscription Fee to the payment method associated with your account or that you otherwise provide to us. You may cancel the Subscription Product by following the cancellation steps described in the product description or by contacting us at support@whop.com.

One-Time Payment Products. Certain Products offered through the Service are available for purchase through a single, non-recurring

payment (each, a "One-Time Payment Product"). Your access to a One-Time Payment Product begins immediately upon successful completion of payment and will continue for the period described in the Product's description, up to the length of time the product is made available. The use of phrases such as "lifetime access" or similar language suggesting indefinite or perpetual access is strictly prohibited. Whop reserves the right to remove, modify, or terminate any One-Time Payment Product listings that fail to comply with this requirement or otherwise misrepresent the duration or terms of access provided. For clarity, a One-Time Payment Product does not renew, and no additional charges will occur unless you separately initiate another purchase.

All One-Time Payment Products are limited to a maximum access period of 120 days from the date of purchase. After this period, any services, support, or obligations associated with the product will be considered fulfilled. Continued access to content may be permitted beyond this timeframe, but Whop is not obligated to provide ongoing service or support past the 120-day window.

YOUR CANCELLATION MUST BE RECEIVED BEFORE THE RENEWAL DATE IN ORDER TO AVOID CHARGE FOR THE NEXT SUBSCRIPTION PERIOD.

Delinquent Accounts. Whop may suspend or terminate access to the Service or any Product, for any account for which any amount is due but unpaid. In addition to the amount due for the Service, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any of the unpaid amount, including collection fees. If your payment method is no longer valid at the time a renewal Subscription Fee is due, then Whop reserves the right to delete your account and any information or User Content (defined below) associated with your account without any liability to you.

High Chargebacks, Returns, or Other Negative Metrics; Dispute Thresholds. Whop is not responsible for your compliance with any payment network rules, terms, conditions, or requirements imposed by the PSP. You are solely responsible for any fines, fees, assessments, penalties, or other amounts owed as part of your use of Services, the PSP payment services, or as otherwise imposed by any payment network, bank, or other third party. If you or your account are subject to a high level of chargebacks, returns, refund requests, or other negative indicators, the PSP or Whop may terminate your account and access to the Service, at its sole discretion. You remain solely liable for all chargebacks, returns, and refunds, and agree to reimburse Whop for any associated costs.

Prohibited Billing Practices. You agree not to engage in abusive or deceptive billing practices, including but not limited to:

- (a) Retrying a failed payment authorization on American Express, more than three (3) times within a single 24-hour period;
- (b) Attempting to artificially lower dispute rates by charging payment methods multiple times for nominal or low-value amounts not representative of the true cost or value of the product or service;
- (c) Engaging in transaction splitting, micro-billing, or similar tactics designed to evade fraud monitoring, chargeback detection, or payment network thresholds.

Violation of these prohibitions may result in immediate suspension or termination of your account, reserves on your payouts, and reporting to payment processors and regulatory authorities as appropriate.

Dispute Thresholds.

Established Sellers (50 or more lifetime transactions or over US \$5,000 in total lifetime gross merchandise value (“GMV”)) must maintain a bank dispute rate of less than 2%.

New Sellers (fewer than 50 lifetime transactions and under US \$5,000 in lifetime GMV) must maintain a bank dispute rate of less than 5%.

Your bank dispute rate is calculated by dividing the number of chargeback or dispute cases by the total number of transactions in a given period. In addition to any steps taken by the PSP with respect to your receipt and use of the payment services, if your dispute rate exceeds the applicable threshold above, Whop may immediately place your account on up to a 100% reserve, meaning that you will not be able to withdraw or otherwise access your funds. During the reserve period, Whop will conduct an inspection or review of your account and may take additional actions, including but not limited to suspending your ability to accept further payments (“pay-ins”), terminating your account, or requiring the implementation of certain risk mitigation measures.

Clawbacks and Reserves. If Whop determines it necessary (e.g., upon receiving notice of chargebacks or pending disputes), we may instruct the third-party payment processor to withhold, withdraw, or “claw back” funds from your account or your connected bank account in order to cover potential refunds, dispute amounts, penalties, or fees. We may maintain these reserved funds for a length of time we deem commercially reasonable to protect against ongoing disputes. Whop has

no obligation to release reserved funds until Whop, in its sole discretion, is satisfied that the risk of chargebacks, disputes, and other liabilities has passed or been adequately mitigated. You authorize Whop to provide the instructions and take any additional actions necessary with respect to the PSP to give effect to the foregoing.

- 1. Additional Inspection and Actions.** If your account is placed on reserve status or suspended under this provision, Whop may request additional information or documentation from you to verify your business practices, resolve outstanding disputes, or otherwise ensure compliance with these Terms. Failure to cooperate with such inspection or to provide requested documentation may result in continued reserve, suspension, or account termination.

Not a Waiver of Other Rights. Nothing in this Section limits Whop's rights under any other section of these Terms, nor does it limit any actions that Whop may take if it suspects fraud, money laundering, unlawful activity, or other violations of law or regulation.

Regulatory Matters; Account Termination/Suspension; Regulatory Reviews; Violation of Terms

- Whop is not a financial institution. Whop is required to comply with the following requirements as part of its own compliance policies, as well as due to commitments and relationships it has with various third parties, including banks, payment processors, and other financial institutions with which it works.
- Whop reserves the right, in its sole discretion to suspend or terminate any account opened by a Buyer or Seller.
- Without limiting the generality of the foregoing, Whop may, in its sole discretion or as directed by law enforcement, regulatory agency, or any financial institution or third-party payment processor with which it works, suspend or place a hold on an account. Any suspension or hold on an account may delay the settlement or distribution of any funds owed to a Seller that is associated with such account. In the event that Whop suspends or holds an account pursuant to this provision, it will do so for no longer than is commercially reasonable, and in no event longer than one hundred eight (180) days; provided, however, that in the event that such suspension or hold on an account is directed by law enforcement, regulatory agency, or any financial institution or third-party payment processor with which Whop works, then such suspension or hold shall remain in place for so long as Whop is directed by such party.
- To the extent reasonable to do so, and if permitted by law or the instructions of any third-party, Whop will provide you with prior notice of

the termination or suspension of your account. However, Whop shall have the right to terminate or suspend your account without notice upon your violation of these Terms or if Whop has reason to believe there is fraud or unauthorized use associated with your account.

- Without limiting anything in the foregoing, Whop may suspend or pause your account while performing any applicable or necessary regulatory reviews being conducted by Whop or its financial institution or payment processing partners.

Tips. In addition to the Whop Marketplace and Whop Payments, the Service may permit you to tip another user for bona fide transactions involving legitimate products or services that are not exclusively listed on the Whop Marketplace (“Tips”). Under no circumstances may you use the Service to send funds to another user for personal, family, household, or other non-commercial purposes, such as gifts, loans, or reimbursements. Any such use is strictly prohibited.

Bounties. Whop may permit Sellers to offer “Bounties” to other users of the Service. A Bounty is a commercial arrangement in which a Seller agrees to pay a participating user (the “Participant”) in exchange for performing a specified task or providing engagement (for example, sharing clips or other promotional activities). Bounties may also include **Team Payouts** and **Content Rewards**.

Tips. By participating in a Tips, you agree to the following:

1. **Nature of Transactions.** Certain features of the Service may allow you to provide instructions or directions to the PSP to send or receive payments from another user for goods or services. You agree that any payment you make or receive via the Service shall be solely in exchange for bona fide commercial goods or services. You may not use the Service to transfer money to another user for personal, family, or household purposes (e.g., gifts, reimbursements, loans), nor for any transaction that could be deemed peer-to-peer money transmission.
2. **Funds Settlement.** Whop is not a bank, money services business, or money transmitter. We do not hold, manage, or possess any money or funds, and are not involved in the settlement of payments or the Tips. All payments are processed through the PSP or other third-party payment providers (e.g., Stripe) according to their respective terms, and Whop merely facilitates the transfer of information necessary to give effect to such commercial transactions between users of the Service.
3. **Prohibited Uses.** You are strictly prohibited from using the Service to send or receive payments: for any illegal activity or prohibited goods; as a gift, loan repayment, or other personal transfer of funds; to launder

money, evade sanctions, or for any unlawful purpose; that would require Whop to register as a money transmitter, bank, or financial institution.

4. **Your Responsibility.** Whop does not control or endorse the products or services for which you pay or receive payment. You alone are responsible for determining the legitimacy and legality of any proposed Tips. Whop is not liable for any loss, claim, or dispute arising from or relating to transactions between you and any other user.
5. **Disputes.** Any dispute over a user-to-user payment is strictly between you and the other user. Whop may, in its sole discretion, assist the relevant payment processor in investigating chargebacks, refunds, or fraud claims, but Whop has no obligation to mediate or resolve disputes on your behalf.

Bounty Payments. By participating in a Bounty, you agree to the following:

1. **Nature of Transactions.** Certain features of the Service may allow you to provide instructions or directions to the PSP to make payment to Participants pursuant to a Bounty you have created, subject to the terms and conditions set forth herein.
2. **Payment Flow.** Where a Seller offers a Bounty under Section 1.3 above, any resulting payment to a Participant is facilitated through the PSP or other third-party payment processors (e.g., Stripe). Whop does not hold or distribute funds on behalf of Sellers or Participants and is not otherwise involved in the settlement of Bounties.
3. **Funds Settlement.** Settlement of funds underlying a Bounty is conducted solely between the Seller, the Participant, and the PSP. Whop does not take possession or ownership of funds paid as a Bounty. Funds remain between the Seller and the Participant, subject to the PSP's terms and any applicable laws.
4. **Commercial Transaction.** Every Bounty must be tied to a legitimate, non-random service or task. Bounties are not gifts, awards based on chance, lotteries, raffles, or peer-to-peer money transfers. Sellers may only pay Participants upon satisfactory completion of the specified task(s).
5. **No Lottery or Raffle.** Bounties must not involve any element of chance in determining who is paid or whether a payment is made. Sellers are solely responsible for ensuring that tasks are clearly defined and completed before making any payment.
6. **Whop's Limited Role.** Whop is not a party to any Bounty arrangement and does not guarantee the quality, legality, or outcome of any Bounty. We only provide the platform to help facilitate these transactions. Whop

is not responsible for verifying that tasks have been completed, determining eligibility, or mediating disputes over Bounty payouts.

- 7. Compliance and Restrictions.** Sellers must comply with all applicable laws and regulations when offering Bounties, including any restrictions on advertising, endorsements, or promotions. Participants must not provide or receive Bounties for illegal, fraudulent, or non-commercial purposes.
- 8. Disputes.** Any dispute over whether a Bounty was completed or payment was earned remains strictly between the Seller and Participant. Whop may, in its sole discretion, assist in providing information to payment processors or regulatory authorities but assumes no obligation to resolve disputes on behalf of either party.
- 9. Requirements.** By participating in the Bounty Program, participants agree that:
 1. They will at all times present Whop, its products and services, Sellers, and Seller's products and services in an honest and truthful manner, in a manner that reflects their actual experience, will not make any misrepresentations, and will otherwise remain compliant with the FTC's Endorsement Guidelines.
 2. They will disclose in a clear and conspicuous manner that they will receive compensation if someone makes a purchase or transaction through their link;
 3. Their website and other promotional channels in connection with participating in the Bounty Program do not contain or promote (a) violations of copyright, trademark, publicity, or other intellectual property or proprietary rights, (b) adult, violent and defamatory content, (c) religious or political viewpoints; (d) content or services that violate the law; or false or misleading advertising;
 4. They will strictly comply with any Bounty Program participation guidelines specified by Whop; and
 5. They will not purchase keywords, engage in PPC bidding or other paid promotions with keywords, on the following keywords, or misspellings of these: Whop, Whop discount, Whop coupon, either alone or in combination with other terms or keywords, unless they have obtained prior written approval from a Whop Account manager, which may be granted, denied, or conditioned at Whop's sole and absolute discretion.

5. Licenses

- **Limited License.** Subject to your complete and ongoing compliance with these Terms, Whop grants you, exclusively for your personal use, a time limited, non-exclusive, non-transferable, sub-licensable, revocable license to: (a) install and use one object code copy of any mobile or other

downloadable application associated with the Service (whether installed by you or pre installed on your mobile device by the device manufacturer or a wireless telephone provider) on a mobile device that you own or control; and (b) access and use the Service. The foregoing license does not include a license to any Products, which will be granted by the applicable Seller, if at all.

- **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (a) reproduce, distribute, publicly display, publicly perform, or create derivative works of the Service; (b) make modifications to the Service; or (c) interfere with or circumvent any feature of the Service, including any security or access control mechanism. If you are prohibited under applicable law from using the Service, then you may not use it.
- **Feedback.** We respect and appreciate the thoughts and comments from our users. If you choose to provide input and suggestions regarding existing functionalities, problems with or proposed modifications or improvements to the Service (“Feedback”), then you hereby grant Whop an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right and license to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services. We will have no obligation to provide you with attribution for any Feedback you provide to us.

6. Ownership; Proprietary Rights

The Service is owned and operated by Whop. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), software, services, and all other elements of the Service, but excluding any Products, provided by Whop (“Materials”) are protected by intellectual property and other laws. All Materials included in the Service are the property of Whop or its third-party licensors. Except as expressly authorized by Whop, you may not make use of the Materials. There are no implied licenses in these Terms and Whop reserves all rights to the Materials not granted expressly in these Terms.

7. Third-Party Terms

- **Third-Party Services and Linked Websites.** Whop may provide tools through the Service that enable you to export information, including User Content, to third-party services, including through features that allow you to link your account on the Service with an account on the third-party service, such as Twitter or Facebook, or through our implementation of third-party buttons (such as “like” or “share” buttons). By using one of

these tools, you hereby authorize that Whop to transfer that information to the applicable third-party service. Third-party services are not under Whop's control, and, to the fullest extent permitted by law, Whop is not responsible for any third-party service's use of your exported information. The Service may also contain links to third-party websites. Linked websites are not under Whop's control, and Whop is not responsible for their content. Further, Whop will not provide exports of third-party data (i.e. Stripe Express accounts) because the option to link to owned data that is readily accessible is already available. Please be sure to review the terms of use and [privacy policy](#) of any third-party services before you share any User Content or information with such third party services. Once sharing occurs, Whop will have no control over the information that has been shared.

- **Third-Party Software.** The Service may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("Third-Party Components"). Although the Service is provided to you subject to these Terms, nothing in these Terms prevents, restricts, or is intended to prevent or restrict you from obtaining Third-Party Components under the applicable third-party licenses or to limit your use of Third-Party Components under those third party licenses.

8. User Content

- **User Content Generally.** Certain features of the Service may permit users to submit, upload, publish, broadcast, or otherwise transmit ("Post") content to the Service, including Product images, descriptions, reviews, and any other works of authorship or other works ("User Content"). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service, subject to the licenses granted in these Terms.
- **Limited License Grant to Whop.** By Posting User Content to or via the Service, you grant Whop a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in these Terms, and distribute your User Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed. You agree to pay all monies owing to any person or entity resulting from

Posting your User Content and from Whop's exercise of the license set forth in this Section.

- **You Must Have Rights to the Content You Post; User Content Representations and Warranties.** You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. Whop disclaims any and all liability in connection with User Content. You are solely responsible for your User Content and the consequences of providing User Content via the Service.
- By providing User Content via the Service, you affirm, represent, and warrant to us that:
 - (i) you are the sole author, creator, and owner of the User Content and intellectual property and proprietary rights thereto, or have the necessary licenses, rights, consents, and permissions to authorize Whop and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Whop, the Service, and these Terms;
 - (ii) your User Content is honest, truthful, and accurate to the best of your knowledge;

(iii) your User Content, and the Posting or other use of your User Content as contemplated by these Terms, does not and will not: (a) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (b) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (c) violate any confidentiality, non-disclosure, or contractual obligations you might have towards a third party, including without limitation your current or former employer; or (d) violate or cause Whop to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties;

- (iv) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate; and
- (v) when your User Content consists of an endorsement, review, or evaluation of Whop, a Seller, a product, service, or third party (“Reviews and Endorsements”), you further represent and warrant that:

(a) unless you prominently disclose your affiliation and interest in such endorsed, reviewed, or evaluated company, Whop, Seller, product, service, or third party you (i) are not an employee, contractor, agent,

officer or director of the party, product, or service for which you are submitting an endorsement, review, evaluation or opinion (collectively “Vendor”) (ii) you are not a competitor of such Vendor that offers a competitive product or service (“Competitor”), and (iii) otherwise have no pecuniary interest in or material connection to such Vendor, Competitor or their product or service;

(b) your review does not disclose any confidential information;

(c) you are a bona fide user of the Vendor, product, or service referenced in your Reviews and Endorsements;

(d) the opinions expressed in your Reviews and Endorsements are your individual honest opinions, findings, beliefs, and experiences with respect to the Vendor, product, or service; and

(e) the statements made in the Reviews and Endorsements are not false or misleading in any aspect.

- Reviews and Endorsements. The following additional terms apply to any User Content that includes Reviews and Endorsements:
- You may not post or submit group, team, multi-authored, or technology-authored Reviews and Endorsements;
- Your Reviews and Endorsements must provide honest and accurate views, opinions, findings, beliefs, and/or experiences, they must not contain any false, misleading, or unsubstantiated information about the Vendor, products, or services, or otherwise;
- You must clearly and conspicuously disclose any material connections you have with a Vendor or their product or service referenced in your User Content - a material connection is one that could influence the weight or credibility another person would give to your opinions, evaluations, reviews, ratings, messages, or comments, such as employment or independent contractor relationship, receipt of free or discounted products or services, an affiliate marketing relationship, receipt of payment or other consideration or material benefit from a Vendor;
- Submission of previously published opinions, evaluations, reviews, ratings, messages, or comments is prohibited; and
- Seller providing users with an incentive to post Reviews and Endorsements on the Whop platform about Sellers or their products or services are responsible for (a) informing such users of their obligations under these Terms with respect to such Reviews and Endorsements, including without limitation their obligations in this Section 8.4, (b) monitoring and correcting such Reviews and Endorsements as needed,

and (c) reporting non-compliant Reviews and Endorsements to support@whop.com.

- **User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. Whop may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against Whop with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Whop does not permit infringing activities on the Service.
- **Monitoring Content.** Whop does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Whop reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Whop chooses to monitor the content, then Whop still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our [Privacy Policy](#). Whop may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Service without any liability to the user who Posted such User Content to the Service or to any other users of the Service.
- **Earnings Claims.** When your User Content contains express or implied statements about the ability to earn income (“Earnings Claims”), you further represent and warrant:
 - Any Earnings Claims are not false, deceptive, or misleading in any respect, including by implying atypical results are typical;
 - Any Earnings Claims can be substantiated, that is, you must have a reasonable basis for the statements;
 - Any Earnings Claims reflecting gross income also account for material expenses incurred in generating that income;
 - Any Earnings Claims contained in testimonials are accurate, and either representative of generally expected results, or else accompanied by a

clear and conspicuous disclosure of (1) relevant context, such as time and effort expended, and (2) typical and ordinary earnings.

9. Communications

- **Push Notifications.** When you install our app on your mobile device, you agree to receive push notifications, which are messages an app sends you on your mobile device when you are not in the app. You can turn off notifications by visiting your mobile device's "settings" page.

Email. We may send you emails concerning our products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

10. Prohibited Conduct

BY USING THE SERVICE, YOU AGREE NOT TO:

- Use the Service or sell any Products for any illegal purpose or in violation of any local, state, national, or international law;
- Use the Service to sell any alcohol, drugs, substances designed to mimic alcohol or drugs, or equipment designed for making or using alcohol or drugs;
- Use the Service to sell tickets that are searched for, reserved, or purchased using ticket bot technology or automated ticket purchasing software;
- Use the Service to sell any Products that a reasonable person might deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- Use the Service to sell, rent, leak, disclose, or transfer data or information that you acquire via the Service from a Seller, whether such sale, rental, leak, disclosure or transfer by you occurs on the Service or elsewhere; violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property or proprietary right; access, search, or otherwise use any portion of the Service through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the software or search agents provided by Whop; interfere with security-related features of the Service, including by: (i) disabling or circumventing features that prevent or limit use, printing or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Service except to the extent that the activity is expressly permitted by applicable law;

- interfere with the operation of the Service or any user's enjoyment of the Service, including by:
- (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code;
- (ii) making any unsolicited offer or advertisement to another user of the Service;
- (iii) collecting personal information about another user or third party without consent; or
- (iv) interfering with or disrupting any network, equipment, or server connected to or used to provide the Service
- (v) harassing any user with unsolicited, unwelcome, disrespectful, physically abusive or offensive behavior. Examples of harassment include, but are not limited to, user targeting attempts (social media bans, server bans, attacking other users' social media), unwanted comments or remarks, jokes, slurs, online messages, unwanted physical intimidation or touch and literature including pictures and posters, depicting people in a negative light based on prohibited grounds, e.g. racial or religious harassment, age harassment, etc.
- Use the Service to send or receive personal or peer-to-peer money transfers unrelated to an actual product or service transaction (including gifts, personal loans, reimbursements, or other non-commercial purposes);

Use or promote Bounties in any manner that constitutes or resembles a random drawing, lottery, raffle, or chance-based competition, or for any non-commercial transfer of funds (such as personal gifts or donations);

Perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Service account without permission; sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 6) or any right or ability to view, access, or use any Materials; or attempt to do any of the acts described in this Section 10 or assist or permit any person in engaging in any of the acts described in this Section 10.

The list of prohibitions in this Section 10 provides examples and is not complete or exclusive. A more extensive, but not all inclusive, list of prohibited conduct can be found on our [Community Guidelines](#) page. Whop may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination.

11. Intellectual Property Rights Protection

- **Respect of Third Party Rights.** Whop respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.
- **DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If you have an intellectual property rights related complaint about any material on the Service, you may contact our Designated Agent at the following address: Whop, Inc. Attention: Legal (IP Notification) at 300 Kent Ave #401, Brooklyn, NY 11249 (email: legal@whop.com)
- **Procedure for Reporting Claimed Infringement.** If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a written “Notification of Claimed Infringement” to the
 - Designated Agent identified above containing the following information:
 - an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
 - a description of the copyrighted work or other intellectual property right that you claim has been infringed;
 - a description of the material that you claim is infringing and where it is located on the Service;
 - your address, telephone number, and email address;
 - a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
 - a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property owner’s behalf. Your Notification of Claimed Infringement may be shared by Whop with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to Whop making such disclosures. You should consult with your own lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.
- **Repeat Infringers.** Whop’s policy is to: (a) remove or disable access to material that Whop believes in good faith, upon notice from an intellectual property rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Service; and (b) in appropriate circumstances, to terminate

the accounts of and block access to the Service by any user who repeatedly or egregiously infringes other people's copyright or other intellectual property rights. Whop will terminate the accounts of users that are determined by Whop to be repeat infringers. Whop reserves the right, however, to suspend or terminate accounts of users in our sole discretion.

- **Counter Notification.** If you receive a notification from Whop that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Whop with what is called a "Counter Notification." To be effective, a Counter Notification must be in writing, provided to Whop's Designated Agent through one of the methods identified in Section 11.2, and include substantially the following information:
 - your physical or electronic signature;
 - identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
 - a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which Whop may be found, and that you will accept service of process from the person who provided notification under Section 11.2 above or an agent of that person. A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.
- **Reposting of Content Subject to a Counter Notification.** If you submit a Counter Notification to Whop in response to a Notification of Claimed Infringement, then Whop will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Whop will replace the removed User Content or cease disabling access to it in 10 business days, and Whop will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Whop's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on Whop's system or network.

- False Notifications of Claimed Infringement or Counter Notifications. The Copyright Act provides at 17 U.S.C. § 512(f) that: “[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)]
 - (1) that material or activity is infringing, or
 - (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys’ fees, incurred by the alleged infringer, by any copyright owner or copyright owner’s authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of [Whop] relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it.” Whop reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

12. Affiliate Program

- Overview. The Whop Affiliate Program (“Affiliate Program”) allows affiliate participants (“Affiliates”) to earn Whop Credits by either (a) referring prospective customers to purchase products or services hosted on the Whop platform (“Buyer Program Affiliates”), or (b) referring prospective merchants to join Whop as a Seller (“Seller Program Affiliates”). Participation in the Affiliate Program is only open to individuals aged 18 years or older who are legal residents of and residing in the United States. Prospective Affiliates must complete an application and be approved by Whop to become an Affiliate. Once Whop reviews and approves a prospective Affiliate’s application, the Affiliate will receive a unique tracking link to place on their website or promote through other channels (“Affiliate Link”).
- Affiliate Marketing Activities. Affiliate agrees to use reasonable, good-faith efforts to provide affiliate services to Whop through referring and promoting Whop and applicable Whop Sellers’ and their products and services on the Whop Platform in the United States in accordance with the Terms, including these Affiliate Program terms. Affiliate represents, warrants and covenants that Affiliate will perform such services in a professional and workmanlike manner and that such services will comply with the requirements set forth hereunder, including in any documentation, guidelines, policies, and specifications referenced herein, which are all incorporated herein by reference.
- Affiliate Compensation. Affiliate compensation depends on the type of affiliate marketing Affiliate conducts:

Seller Program Affiliates – Affiliates can earn rewards for referring new merchants to the Whop Platform. For users who join Whop as a Seller for the first time via the Affiliate’s Affiliate Link (“Referred Sellers”), as reasonably determined by Whop, Whop will pay the Affiliate an amount equal to a percentage of Whop’s net revenue from the Referred Seller, for the first six (6) months after the date when the Referred Seller joined Whop. Affiliate commissions cease after the end of the six month period.

Buyer Program Affiliates - Affiliates can earn rewards for referring users who make purchases from Sellers on the Whop platform. Either Whop, or Sellers, can determine and disclose the fee or percentage a Buyer Program Affiliate will receive when a purchase of the Seller’s products or services is made via an Affiliate’s Affiliate Link (“Affiliate Offer”). For each purchase of Seller’s products or services made via the Affiliate’s Affiliate Link, as reasonably determined by Whop, Whop shall pay Affiliate for such qualifying sale according to the Affiliate Offer. Affiliate Offers are subject to change from time to time and may be terminated at any time. Such changes and terminations are effective immediately. The Affiliate Offer at the time of qualifying sale applies. Please check Affiliate Offers periodically for any changes or termination.

Affiliate is solely responsible for promoting use of its Affiliate Link, and Whop shall not be responsible for any users’ failure to utilize an Affiliate Link in the registration or purchasing process, and such failure of use will result in lack of attribution of sale to Affiliate. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments received by it under these Affiliate Program terms. Each party will bear all costs and expenses incurred by it in connection with its business and the performance of its obligations under these Affiliate Program terms and in no event will Whop be obligated to reimburse Affiliate for any costs incurred by providing services hereunder.

Independent Contractors. The relationship between Whop and Affiliate established by these Affiliate Program terms is that of independent contractors. Neither execution nor performance of the Terms including the Affiliate Program terms shall be construed to have established any joint venture, partnership, or employment relationship between the parties.

Limited Trademark License for Affiliates.

Subject to these Terms (including without limitation the trademark provisions therein), Whop hereby grants to Affiliate a non-exclusive, revocable, non-sublicensable, non-transferable right and license to use and display Whop's trademark "WHOP" (the "Licensed Marks") in the United States in accordance with any trademark usage guidelines specified by Whop, and in accordance with further provisions in the Terms, solely in connection with promoting the Whop platform to new merchants as a Seller Program Affiliate or in connection with promoting Sellers' product and services on the Whop platform as a Buyer Program Affiliate.

The purchase of keywords, engaging in PPC bidding, and otherwise engaging in paid promotions with keywords, on the following keywords, or misspellings of these, is strictly prohibited: Whop, Whop discount, Whop coupon, either alone or in combination with other terms or keywords. Use of any Whop-related keywords through paid advertising requires prior approval from a Whop Affiliate Program manager, which may be granted, denied, or conditioned at Whop's sole and absolute discretion.

Requirements. By participating in the Affiliate Program, Affiliates agree that:

- They will at all times present Whop, its products and services, Sellers, and Seller's products and services in an honest and truthful manner, in a manner that reflects their actual experience, will not make any misrepresentations, and will otherwise remain compliant with the FTC's Endorsement Guidelines.
- they will disclose in a clear and conspicuous manner near the Affiliate Link that they will receive compensation if someone makes a purchase or transaction through their link;
- their website and other promotional channels in connection with participating in the Affiliate Program do not contain or promote (a) violations of copyright, trademark, publicity, or other intellectual property or proprietary rights, (b) adult, violent and defamatory content, (c) religious or political viewpoints; (d) content or services that violate the law; or false or misleading advertising;
- they will strictly comply with any Affiliate Program participation guidelines specified by Whop; and
- they will not purchase keywords, engage in PPC bidding or other paid promotions with keywords, on the following keywords, or misspellings of these: Whop, Whop discount, Whop coupon, either alone or in combination with other terms or keywords, unless they have obtained prior written approval from a Whop Affiliate Program manager, which may

be granted, denied, or conditioned at Whop's sole and absolute discretion.

Termination. Failure to comply with these terms of the Affiliate Program or other Terms, may result in immediate termination and withholding or clawback of Whop Credits and/or payments. Whop may terminate Affiliate's participation in the Affiliate Program immediately at any time for any or no reason by giving Affiliate notice of such termination, or if Whop terminates or otherwise ceases to offer the Affiliate Program. Affiliate may terminate Affiliate's participation in the Affiliate Program immediately at any time for any or no reason by giving Whop notice of such termination. Upon termination of Affiliate's participation in the Affiliate Program, Affiliate will (i) immediately cease to represent itself as a marketing affiliate of Whop; (ii) immediately take down any posted promotional materials and cease all active promotion of Whop and any applicable products or services on the Whop platform; (iii) immediately cease to use or distribute any Affiliate Links; and (iv) immediately cease using any Licensed Marks. Affiliate will cease to earn Whop Credits immediately upon termination of Affiliate's participation in the Affiliate Program. Within thirty (30) days of termination of Affiliate's participation in the Affiliate Program, Whop will deposit payment in the form of Whop Credits for all qualified transactions up to the date of termination. Affiliate must maintain a Whop Credit account for at least sixty (60) days after termination of Affiliate's participation in the Affiliate Program in order to facilitate such compensation.

Disclaimer.

WHOP DOES NOT WARRANT OR GUARANTEE ANY MINIMUM LEVEL OF COMMISSIONS, WHOP CREDITS, OR PAYMENTS THAT WILL BE ACHIEVED BY AFFILIATE HEREUNDER. WHOP EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL REPRESENTATIONS AND WARRANTIES REGARDING THE AFFILIATE PROGRAM, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. Modification of Terms

We may, from time to time, change these Terms. Please check these Terms periodically for changes. Revisions will be effective immediately except that, for existing users, material revisions will be effective 30 days after posting or notice to you of the revisions unless otherwise stated. We may require that you accept modified Terms in order to continue to use

the Service. If you do not agree to the modified Terms, then you should remove your User Content and discontinue your use of the Service. Except as expressly permitted in this Section 13, these Terms may be amended only by a written agreement signed by authorized representatives of the parties to these Terms.

14. Term, Termination, and Modification of the Service

- Term. These Terms are effective beginning when you accept the Terms or first download, install, access, or use the Service, and ending when terminated as described in Section 14.2.
-
- Termination. If you violate any provision of these Terms, then your authorization to access the Service and these Terms automatically terminate. In addition, Whop may, at its sole discretion, terminate these Terms or your account on the Service, or suspend or terminate your access to the Service, at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination. You may terminate your account and these Terms at any time by using the live chat feature on the Service or by contacting customer service at support@whop.com.
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- Effect of Termination. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Service; (b) you will no longer be authorized to access your account or the Service; (c) you must pay Whop any unpaid amount that was due prior to termination; (d) you may lose access to certain Products managed by Whop, and (e) all payment obligations accrued prior to termination and Sections 5.3, 6, 14.3, 15, 16, 17, 18, and 19 will survive. You are solely responsible for retaining copies of any User Content you Post to the Service since upon termination of your account, you may lose access rights to any User Content you Posted to the Service. If your account has been terminated for a breach of these Terms, then you are prohibited from creating a new account on the Service using a different name, email address or other forms of account verification.

Disposition of Account Balances upon Termination. Offsets and Refunds. If your account is terminated or suspended due to a violation of these Terms or for any other reason, Whop may first offset any damages, chargebacks, fees, fines, or other amounts that you owe to Whop, the PSP, or to any third-party payment processor under these Terms or otherwise in connection with your use of the Service. Whop may also, in its sole discretion, refund amounts to Buyers who purchased Products or services that remain undelivered due to your account's termination.

- **Forfeiture and Escheatment.** After any applicable offsets or refunds, any funds held by the PSP on your behalf will be accounted for and maintained in accordance with the PSP's policies and procedures related to the escheatment or unclaimed and abandoned property. You authorize Whop to take any action necessary on your behalf to facilitate the PSP's compliance with its reporting and escheatment of unclaimed or abandoned property.
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- **Fraud or Illegal Activity.** If Whop determines, in its reasonable discretion, that any portion of your account balance resulted from fraud, illegal, or other unauthorized activity, Whop or the PSP may withhold such funds and will cooperate with law enforcement or other governmental authorities as required by applicable law. Whop will not be liable for any claims or damages arising out of its good-faith decision to withhold or release funds in these circumstances.
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- **No Liability.** Whop will not be liable to you or to any third party for any losses, claims, or damages of any kind arising out of or relating to Whop's exercise of any rights under this Section 14, including any decision to offset, refund, forfeit, escheat, or withhold funds.
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- **Modification of the Service.** Whop reserves the right to modify or discontinue all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Whop will have no liability for any change to the Service, including any paid-for functionalities of the Service, or any suspension or termination of your access to or use of the Service. You should retain copies of any User Content you Post to the Service so that you have permanent copies in the event the Service is modified in such a way that you lose access to User Content you Posted to the Service.

15. Indemnity

To the fullest extent permitted by law, you are responsible for your use of the Service, and you will defend and indemnify Whop, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "Whop Entities") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (1) your unauthorized use of, or misuse of, the Service or any Product; (2) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or

any applicable law or regulation; (3) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (4) any dispute regarding any Product, or (5) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

16. Disclaimers; No Warranties by Whop

- THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. WHOP DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. WHOP DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND WHOP DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.
- ALL PRODUCTS ARE PROVIDED SOLELY BY THE APPLICABLE SELLER, ANY PURCHASE OR SALE OF PRODUCTS IS ONLY FACILITATED BY WHOP. YOU AGREE THAT WHOP WILL NOT HAVE ANY LIABILITY TO YOU, AND WHOP HEREBY DISCLAIMS ALL SUCH LIABILITY, REGARDING THE USE OR FUNCTION OF ANY PRODUCT. ANY DISPUTES REGARDING A PRODUCT ARE SOLELY BETWEEN THE APPLICABLE BUYER AND SELLER.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR WHOP ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE WHOP ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SERVICE AND YOUR DEALING WITH ANY OTHER SERVICE USER. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SERVICE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN

CONNECTION WITH THE SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

- THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION 16 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. Whop does not disclaim any warranty or other right that Whop is prohibited from disclaiming under applicable law.

17. Limitation of Liability

- TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE WHOP ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY WHOP ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.
- EXCEPT AS PROVIDED IN SECTIONS 18.5 AND 18.6 AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE WHOP ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF:
 - (A) THE AMOUNT YOU HAVE PAID TO WHOP FOR ACCESS TO AND USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO THE CLAIM AND
 - (B) US\$100.
- EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 17 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- YOU AND WHOP AGREE THAT YOU MUST INITIATE ANY PROCEEDING OR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE THAT IS ARISING OUT OF OR RELATED TO THESE TERMS. OTHERWISE, YOU FOREVER

WAIVE THE RIGHT TO PURSUE ANY CLAIM OR CAUSE OF ACTION, OF ANY KIND OR CHARACTER, BASED ON SUCH EVENTS OR FACTS, AND SUCH CLAIM(S) OR CAUSE(S) OF ACTION ARE PERMANENTLY BARRED.

18. Dispute Resolution and Arbitration

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WHOP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- **Generally.** Except as described in Section 18.2 and 18.3, you and Whop agree that every dispute arising in connection with these Terms, the Service, or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.
- **Exceptions.** Although we are agreeing to arbitrate most disputes between us, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim.
- **Opt-Out.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the provisions of this Section 18 within 30 days after the date that you agree to these Terms by sending a letter to Whop Inc., Attention: Legal Department – Arbitration Opt-Out, 10 Grand St. – Ste. 13A, Brooklyn, NY 11249 that specifies: your full legal name, the email address associated with your account on the Service, and a statement that you wish to opt out of arbitration (“Opt-Out Notice”). Once Whop receives your Opt-Out Notice, this Section 18 will be void and any action arising out of these Terms will be resolved as set forth in Section 19.2. The remaining provisions of these Terms will not be affected by your Opt-Out Notice.
- **Arbitrator.** This arbitration agreement, and any arbitration between us, is subject the Federal Arbitration Act and will be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (collectively, “AAA Rules”) as modified by these Terms. The AAA

Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-7787879, or by contacting Whop.

- **Commencing Arbitration.** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail (“Notice of Arbitration”). Whop’s address for Notice is: Whop Inc., 10 Grand St. – Ste. 13A, Brooklyn, NY 11249. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought (“Demand”). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Whop may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Whop will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if the Company has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and the other party may seek reimbursement for any fees paid to AAA.
- **Arbitration Proceedings.** Any arbitration hearing will take place in the county and state of your [residence/billing address] unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your [residence/billing address]. During the arbitration, the amount of any settlement offer made by you or Whop must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
- **Arbitration Relief.** Except as provided in Section 18.8, the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. If the arbitrator awards you an amount higher than the last written settlement amount offered by Whop before an arbitrator was selected, Whop will pay to you the higher of: (a) the

amount awarded by the arbitrator and (b) US\$10,000. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law. Judgment on the award may be entered in any court having jurisdiction.

- **No Class Actions.** 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. Further, unless both you and Whop agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
- **Modifications to this Arbitration Provision.** If Whop makes any substantive change to this arbitration provision, you may reject the change by sending us written notice within 30 days of the change to Whop's address for Notice of Arbitration, in which case your account with Whop will be immediately terminated and this arbitration provision, as in effect immediately prior to the changes you rejected will survive.
- **Enforceability.** If Section 18.8 or the entirety of this Section 18 is found to be unenforceable, or if Whop receives an Opt-Out Notice from you, then the entirety of this Section 18 will be null and void and, in that case, the exclusive jurisdiction and venue described in Section 19.2 will govern any action arising out of or related to these Terms.

19. Miscellaneous

- **General Terms.** These Terms, including the [Privacy Policy](#) and any other agreements expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and Whop regarding your use of the Service. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms and all rights granted under these Terms, including with respect to your User Content, at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of Section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision.

Throughout these Terms the use of the word “including” means “including but not limited to.” If any part of these Terms is held to be invalid or unenforceable, then the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.

- **Governing Law.** These Terms are governed by the laws of the State of New York without regard to conflict of law principles. You and Whop submit to the personal and exclusive jurisdiction of the state courts and federal courts located within New York, NY for resolution of any lawsuit or court proceeding permitted under these Terms. We operate the Service from our offices in New York, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.
- **Privacy Policy.** Please read the [Whop Privacy Policy](#) (the “Privacy Policy”) carefully for information relating to our collection, use, storage, and disclosure of your personal information. The [Whop Privacy Policy](#) is incorporated by this reference into, and made a part of, these Terms.
- **Additional Terms.** Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on or link to from the Service (the “Additional Terms”). The purchase or sale of certain Products may also require Additional Terms. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.
- **Consent to Electronic Communications.** By using the Service, you consent to receiving certain electronic communications from us as further described in our [Privacy Policy](#). Please read our [Privacy Policy](#) to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- **Contact Information.** The Service is offered by Whop Inc., located at 10 Grand St. – 13A, Brooklyn, NY 11249. You may contact us by sending correspondence to that address or by emailing us at support@whop.com.
- **Notice to California Residents.** If you are a California resident, then under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at +1-800-952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- **No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support will be

subject to published policies.

- **No Obligation to Provide Export or Download of Information or Data.** Whop may allow you to access, via functionality provided by the Service, certain information or data relating to your use of the Service, but you acknowledge that such access is provided in Whop's sole discretion, and Whop has no obligation to make any information or data available to you for export or download.

20. Notice Regarding Apple

This Section 20 only applies to the extent you are using our mobile application on an iOS device. You acknowledge that these Terms are between you and Whop only, not with Apple Inc. ("Apple"), and Apple is not responsible for the Service or the content of it. Apple has no obligation to furnish any maintenance and support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify Apple, and Apple will refund any applicable purchase price for the mobile application to you. To the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including:

- (1) product liability claims;
- (2) any claim that the Service fails to conform to any applicable legal or regulatory requirement; or
- (3) 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 the Service and/or your possession and use of the Service infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Service. Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and upon your acceptance of these 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 of these Terms. You hereby represent and warrant that:

- (a) 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
- (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Software Access Addendum

- **Description of Software Access Feature.** If you are a Seller, the Service may permit you to make software of yours (“Software”) available to Buyers. If you are a Buyer, the Service may permit you to purchase a license to Software made available by a Seller. This Software Access Addendum will apply to any such use of the Service.
- **Delivery.** Once a Buyer purchases a subscription to a Seller’s Software, Seller agrees to promptly deliver copies such Software to Buyer.
- **Software License.** If you are a Seller, you agree to grant the Buyer a license to the purchased Software under your applicable end user license.
- **Software Terms.** Seller may choose to require the acceptance additional terms governing the use of the Software (“Software Terms”). If any Software Terms are required in connection with access to Software, all Buyers of such Software agree to be bound by such Software Terms.

Discord Management Addendum

- **Description of Discord Management Feature.** If you are a Seller, the Service may permit you to make access to your discord community (“Community”) available to Buyers. If you are a Buyer, the Service may permit you to purchase access to a Community made available by a Seller. This Discord Management Addendum will apply to any such use of the Service.
- **Discord Management.** If you are a Seller, you agree to grant Whop management rights to your Community, including the ability to add or remove Community members as necessary to provide this feature to you.
- **Discord Account.** If you are a Buyer, you agree to link your discord account to your account on the Service and to allow Whop to add you to the Communities you have purchased access to. Your discord account will be deemed a Linked Account under these Terms.
- **Discord Access.** If you are a Seller of Software, you hereby grant Buyers the right to access any Community they have purchased access to.
- **Community Terms.** Seller may make available additional terms governing the Community (“Community Terms”). If any Community Terms are required in connection with access to a Community, you agree to be bound by such Community Terms.

Software Rental Addendum

- **Description of Software Rental Feature.** If you are a Buyer who has purchased access to Software via the Service, the Service may permit

you to make such Software available to other users (“Renters”) for a period of time (“Rental Period”). The Service may permit you to rent such Software from a Buyer. This Software Rental Addendum will apply to any such use of the Service. This Software Rental Addendum also hereby incorporates the Software Access Addendum by reference.

- **Delivery.** On the start date of a Rental Period, Whop will facilitate the delivery of the Software to Renter. Buyer agrees to allow Whop to facilitate the delivery of the Software to Renter.
- **Software License.** If you are a Seller making your Software available for rental, you agree to grant the Renter a license to the rented Software under your applicable end user license for the duration of the Rental Period.
- **Software Terms.** If you are a Renter, you agree to be bound by any applicable Software Terms.