

TERMS OF SERVICE

PHANTOM CHECKER, LLC

Last Modified: July 2026

1. Acceptance of These Terms

These Terms of Service (“Terms”), together with any documents they expressly incorporate by reference, are entered into by and between you and PHANTOM CHECKER, LLC, a Delaware limited liability company (“Phantom Checker,” “Company,” “we,” “us,” or “our”), and govern your access to and use of phantomchecker.com, our mobile and desktop applications, and all related features and services (collectively, the “Service”).

PLEASE READ THESE TERMS CAREFULLY. By creating an account, clicking to accept, or otherwise accessing or using the Service, you accept and agree to be bound by these Terms and our Privacy Policy, incorporated herein by reference, including the binding arbitration provision and class-action waiver in Section 16. If you do not agree, you must not access or use the Service. If you download, install, or use our client applications, your use of those applications is also governed by our End User License Agreement.

The Service is offered and available to users who are 18 years of age or older. The Service is directed to and intended for users located in the United States. We do not target the Service to, or design it for, users outside the United States, and we make no representation that the Service or its content is appropriate or available for use in any particular location. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local law. Additional terms applicable to users located in the European Economic Area, the United Kingdom, and Switzerland are set out in our Privacy Policy. By using the Service, you represent and warrant that you are of legal age to form a binding contract and meet these eligibility requirements.

2. Changes to These Terms

We may revise these Terms from time to time. All changes are effective immediately when posted and apply to your access and use thereafter. However, any changes to the dispute-resolution provisions in Section 16 will not apply to any dispute for which the parties had actual notice on or before the date the change is posted. For material changes, we will require you to re-accept the revised Terms through the Service. Your continued use after changes are posted means you accept them.

3. Description of the Service; Scope and Limitations

The Service is an availability-monitoring and notification tool. It detects changes in publicly observable information displayed by third-party ticketing, resale, and event platforms a user elects to monitor (“Monitored Platforms”), such as whether tickets or inventory appear to have become available, and then sends the user notifications (“Alerts”). Generating and delivering Alerts is the entire function of the Service.

Phantom Checker is not a ticket marketplace, ticket broker, ticket reseller, ticket transfer service, ticket delivery service, ticket authentication service, or ticket management platform. Phantom Checker does not sell tickets, facilitate ticket transactions, or act as an intermediary between buyers and sellers. Phantom Checker never takes possession of, stores, hosts, transfers, validates, authenticates, generates, issues, or delivers tickets, barcodes, QR codes, access credentials, digital passes, or ticket-related content of any kind.

Phantom Checker does not maintain integrations with ticket delivery platforms, ticket transfer services, ticket marketplaces, or ticket authentication providers, and does not control or participate in any downstream ticket purchase, resale, transfer, delivery, or authentication process.

For the avoidance of doubt, the Service does not, and is not designed to:

- purchase, reserve, add to cart, check out, or complete any transaction for any ticket or other item;
- bypass, disable, circumvent, or interfere with any queue, waiting room, rate limit, CAPTCHA, authentication, encryption, access control, or other security or technical measure of any Monitored Platform;
- generate, create, reproduce, render, issue, deliver, transfer, resell, or store any ticket, barcode, QR code, access credential, or token of any kind;
- access any user’s account on any Monitored Platform, or store or transmit any user’s credentials for any Monitored Platform;
- host, transmit, or publish user-posted content; or
- act on behalf of any user in any dealing with any Monitored Platform.

Any action a user takes after receiving an Alert, including any purchase, transaction, resale, transfer, or other dealing (“User Activity”), is initiated and carried out by the user independently, directly with the relevant third party, using the user’s own credentials and subject to that third party’s own terms. The Service’s role ends when an Alert is delivered.

4. No Affiliation; Independence; Use of Third-Party Names

Phantom Checker is an independent service. We are not affiliated with, authorized by, sponsored by, endorsed by, licensed by, or partnered with any Monitored Platform or any other ticketing company, ticketing or resale platform, ticket delivery, transfer, or authentication service, venue, promoter, artist, team, league, or event organizer.

Any third-party names, trademarks, or logos that appear in the Service are the property of their respective owners and are used solely in a nominative, descriptive sense to identify the platforms a user may choose to monitor. Such use does not imply any affiliation, partnership, sponsorship, endorsement, or association, and we claim no rights in those marks. We do not use any third-party mark to sell, deliver, or authenticate tickets, or to suggest that any ticket originates from or is approved by the mark's owner.

5. Advertising and Referral Relationships

The Service may display advertising, promotional content, banners, or links from third parties, and we may participate in referral or affiliate arrangements with third parties. Any such relationship is an arm's-length advertising or referral relationship only. It does not constitute and shall not be construed as a partnership, joint venture, agency, common enterprise, operational integration, or endorsement between Phantom Checker and the third party. We do not control, operate, review, or assume responsibility for the products, services, content, or conduct of any advertiser or referral partner, and your dealings with any such third party are solely between you and that third party. If the Service contains links to third-party sites, those links are provided for convenience only; we have no control over and accept no responsibility for those sites, and you access them at your own risk and subject to their terms.

Phantom Checker does not act as the agent, representative, broker, reseller, intermediary, distributor, or authorized representative of any advertiser, referral partner, Monitored Platform, ticket seller, ticket purchaser, or user of the Service. Likewise, no advertiser, referral partner, Monitored Platform, ticket seller, ticket purchaser, or user is authorized to act on behalf of Phantom Checker or to bind Phantom Checker in any manner.

6. Acceptable Use; Prohibited Conduct

You may use the Service only for lawful purposes and in accordance with these Terms. You agree that you will not use the Service, or any Alert or information obtained through it, to:

- infringe, dilute, or violate any patent, copyright, trademark, trade secret, or other intellectual-property or proprietary right of any person;
- create, generate, reproduce, distribute, advertise, offer, sell, or deliver any counterfeit, spoofed, cloned, or unauthorized ticket, or any ticket or product bearing or imitating a third party's trademarks;
- access, use, or interact with any Monitored Platform or other website in violation of that platform's terms of use or other applicable agreement;
- circumvent, disable, or interfere with any security, authentication, encryption, access-control, queue, or anti-automation measure of any Monitored Platform or other party;
- engage in any ticket fraud, deceptive resale practice, or other conduct that violates the federal Better Online Ticket Sales (BOTS) Act, any state ticket-resale, anti-bot, or consumer-protection statute, or any other applicable law;
- use the Service, or any Alert, in conjunction with any automated purchasing, checkout, "auto-buy," cart, or queue-automation tool, or with any buying or purchasing agent, to acquire, attempt to acquire, or complete a transaction for any ticket or other item;
- create multiple accounts, or use any other means, to circumvent any usage, rate, volume, or plan limit applicable to your subscription;
- violate any applicable federal, state, local, or international law or regulation; or
- use any device, software, or routine that interferes with the proper working of the Service, or introduce any virus or other harmful material, or attempt to gain unauthorized access to the Service or its systems.

You are solely responsible for your User Activity and for ensuring that your use of the Service and any action taken in reliance on an Alert complies with all applicable laws and all terms of any third party.

7. Third-Party Platforms and Their Terms

Monitored Platforms and other third-party services are operated by parties unrelated to Phantom Checker and are governed by their own terms and privacy policies. You are solely responsible for reviewing and complying with those terms. We make no representation or warranty that your use of the Service, or any User Activity, complies with the terms of any Monitored Platform or any law, and you assume all risk arising from your use of the Service and your dealings with any Monitored Platform. You are solely responsible for verifying your rights and authorizations to use the Service in connection with any Monitored Platform under any agreement you may have with that platform, and we accept no liability for your use of the Service in connection with any Monitored Platform.

Nothing in the Service, these Terms, or any Alert authorizes, permits, licenses, encourages, or should be construed as encouraging any user to violate the terms of service, contractual rights, intellectual property rights, proprietary rights, technological protection measures, security controls, or access restrictions of any third party. Users are solely responsible for ensuring that their use of the Service and any action taken in response to an Alert complies with all applicable agreements, laws, and third-party rights.

8. Intellectual Property; License to Use the Service

The Service and all of its contents, features, and functionality (excluding third-party marks identified above) are owned by Phantom Checker and protected by United States and international intellectual-property laws. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service for your own use. You shall not: resell, sublicense, or commercially redistribute the Service except as expressly authorized; copy, modify, or create derivative works of the Service; reverse engineer, decompile, or disassemble any part of the Service except to the extent that restriction is prohibited by law; or use any scraper, bot, or automated means to access the Service itself. This license is revocable at any time, and all rights not expressly granted are reserved. Your installation and use of our client applications is separately governed by our End User License Agreement, which controls as to those applications.

Feedback. If you submit any feedback, suggestions, ideas, or proposed improvements regarding the Service (“Feedback”), you grant Phantom Checker a perpetual, irrevocable, worldwide, royalty-free, fully sublicensable, and transferable license to use, reproduce, modify, and otherwise exploit that Feedback for any purpose, without any obligation, compensation, or attribution to you. Feedback is not your confidential information, and we may use it without restriction.

9. Fees, Subscriptions, and Billing

Access to certain features requires a paid subscription. Fees, billing cycles, and plan tiers are as presented at the point of purchase, which is processed through our third-party marketplace, Whop. Whop acts as merchant of record for the transaction and appears as the seller on your card statement and receipt. Phantom Checker is the supplier of the Service and is responsible for the Service itself, including access and support. Subscriptions are billed on a recurring monthly basis. By subscribing, you authorize us and our payment providers to charge your payment method on file for the initial term and for each successive renewal term, automatically and without further notice, until you cancel.

Your subscription continues and renews automatically each month until you cancel. You may cancel at any time through your account on the Service or through the applicable marketplace or payment provider; however, to avoid being charged for the next billing cycle, you must cancel before the end of your then-current billing cycle. A cancellation submitted after a renewal charge has been initiated takes effect at the end of the then-current billing cycle, and you will retain access through that period.

All fees are non-refundable. Except where required by applicable law, we do not provide refunds, credits, or proration for any partial billing period, unused period, or partially used features, and cancellation does not entitle you to a refund of fees already charged.

To the extent these billing terms differ from the terms presented by our marketplace or payment provider at the point of purchase, those provider terms govern billing, payment, cancellation, refunds, and disputes, including any refund the provider elects to grant under its own terms, and you are responsible for reviewing and complying with them.

Referral Program. We may offer a referral program that allows eligible users to receive a credit, payment, or other benefit for referring new users, as administered through our third-party marketplace. Eligibility, benefit amounts, and program rules are as presented at the point of participation and are subject to the marketplace's terms. We may modify, suspend, or discontinue the referral program, or revoke or withhold any referral benefit, at any time and in our discretion, including where we reasonably suspect fraud, abuse, self-referral, or circumvention of program rules. You are responsible for any taxes arising from any referral benefit you receive.

10. Accounts and Security

If you create an account, you are responsible for maintaining the confidentiality of your credentials and for all activity under your account, and you agree to notify us immediately of any unauthorized use. We may disable any username or password at any time in our discretion, including if we believe you have violated these Terms.

11. Disclaimer of Warranties

THE SERVICE AND ALL CONTENT AND ALERTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, PHANTOM CHECKER DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT ANY ALERT WILL BE ACCURATE, TIMELY, OR COMPLETE, OR THAT ANY TICKET OR ITEM REFERENCED IN AN ALERT WILL BE AVAILABLE, VALID, OR OBTAINABLE. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL PHANTOM CHECKER OR ITS MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS, UNDER ANY LEGAL THEORY, EVEN IF FORESEEABLE. TO THE FULLEST EXTENT PROVIDED BY LAW, OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID US IN THE TWELVE (12) MONTHS BEFORE THE CLAIM AROSE, OR (B) ONE HUNDRED U.S. DOLLARS (\$100). THIS LIMITATION DOES NOT APPLY TO LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, OR TO LIABILITY ARISING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13. Indemnification

You agree to defend, indemnify, and hold harmless Phantom Checker and its members, officers, employees, contractors, and agents from and against any claims, liabilities, damages, judgments, losses, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) your use of the Service; (b) your User Activity; (c) your violation of these Terms, including the Acceptable Use section; (d) your violation of any law or any rights of any third party, including any intellectual-property right;

or (e) any claim that your conduct caused harm to any Monitored Platform, rights holder, venue, or other person.

14. Monitoring, Enforcement, and Termination

We have the right, but not the obligation, to: take any action regarding any use of the Service we deem appropriate; disclose your identity and other information to law enforcement or to any third party who claims your conduct violates their rights, including intellectual-property rights; take legal action, including referral to law enforcement, for any illegal or unauthorized use; and suspend or terminate your access to all or part of the Service at any time, without notice, including for any violation of these Terms or any conduct prohibited by the Acceptable Use section. The provisions that by their nature should survive termination, including the no-affiliation, advertising/referral, acceptable-use, third-party-terms, IP, disclaimer, limitation-of-liability, indemnification, dispute-resolution, and governing-law sections, survive.

Without limiting the foregoing, Phantom Checker reserves the right to investigate suspected misuse of the Service, including suspected ticket fraud, ticket counterfeiting, intellectual property infringement, unauthorized ticket resale activity, circumvention of third-party security measures, or violations of applicable law. Phantom Checker may suspend or terminate any account, remove access to the Service, preserve relevant records, and cooperate with law enforcement, rights holders, venues, ticketing platforms, or other affected parties in connection with any such investigation.

Phantom Checker reserves the right to suspend or terminate any account that it reasonably believes is being used in connection with unlawful conduct, including the creation, distribution, sale, transfer, delivery, or promotion of counterfeit, cloned, spoofed, unauthorized, or infringing tickets or access credentials.

15. Intellectual-Property Complaints

We respect intellectual-property rights and will respond to notices of alleged infringement that comply with 17 U.S.C. § 512(c)(3), sent to our designated agent: Phantom Checker, LLC, Attn: DMCA Agent, 175 Great Neck Road, Suite 408, Great Neck, NY 11021; Info@PhantomChecker.com. We may terminate, in appropriate circumstances, the accounts of repeat infringers.

16. Dispute Resolution; Arbitration; Class-Action Waiver

- a. *Informal Resolution First.* Most concerns can be resolved by contacting us at Info@PhantomChecker.com. Before initiating arbitration, you and Phantom Checker agree to attempt to resolve any dispute informally by written notice, followed by a good-faith negotiation period of at least sixty (60) days. Arbitration may not commence until that period has elapsed.
- b. *Binding Individual Arbitration.* Except as carved out below, any controversy or claim arising out of or relating to these Terms or the Service, or their breach, will be settled by final and binding arbitration before a single arbitrator administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules then in effect, as modified by this Section. The Federal Arbitration Act governs the interpretation and enforcement of this Section. Judgment on the award may be entered in any court of competent jurisdiction.
- c. *Class-Action and Representative Waiver.* YOU AND PHANTOM CHECKER AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS. THESE TERMS DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIM BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. NEITHER THE AAA NOR THE ARBITRATOR MAY CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS OR PRESIDE OVER ANY REPRESENTATIVE OR CLASS PROCEEDING.
- d. *Coordinated / Mass Filings.* If twenty-five (25) or more arbitration demands raising substantially similar claims are filed by or with the coordination of the same or coordinated counsel, the demands will be administered in sequential batches of no more than 50, with representative bellwether proceedings decided first and the outcomes used to facilitate resolution of the remaining demands, and with a staged fee structure as set out in the AAA’s mass-arbitration protocol / Schedule A. Applicable limitations periods are tolled for unfiled and batched demands during this process.
- e. *Carve-Outs.* Either party may (i) bring an individual claim in small-claims court instead of arbitration, and (ii) seek injunctive or other equitable relief in a court of competent jurisdiction to protect intellectual property, confidential information, or to address misuse of the Service in violation of the Acceptable Use section. Seeking such relief does not waive this Section.
- f. *Opt-Out.* You may opt out of this Section 16 by sending written notice to Info@PhantomChecker.com, or by mail to Phantom Checker, LLC, 175 Great Neck

Road, Suite 408, Great Neck, NY 11021 within sixty (60) days after you first accept these Terms. If you opt out, the Governing Law and Forum section governs your disputes.

- g. *Effect of Invalidity.* If the class-and-representative waiver in subsection (c) is held unenforceable as to any claim, then the agreement to arbitrate in subsection (b) is void as to that claim only, and that claim will proceed in court under the Governing Law and Forum section; the remainder of this Section survives.

17. Governing Law and Forum

All matters relating to the Service and these Terms, and any dispute arising from or related to them (including non-contractual disputes), are governed by the internal laws of the State of Delaware without regard to conflict-of-laws rules, except that nothing in this section waives any non-waivable consumer-protection right available to you under the law of your country or state of residence. For any dispute not subject to arbitration under Section 16, the state and federal courts located in New Castle County, Delaware have exclusive jurisdiction, and you waive any objection to that jurisdiction and venue.

18. Geographic Scope

The Service is directed to users located in the United States. We make no representation that the Service or any of its content is appropriate or available for use in other locations, and we do not target the Service to users outside the United States. Those who access the Service from other locations do so on their own initiative and are responsible for compliance with local law. If you are located in the European Economic Area, the United Kingdom, or Switzerland, please see the corresponding section of our Privacy Policy for information about how we process your personal data and the rights available to you.

19. Limitation on Time to File

To the extent permitted by law, any claim arising out of or relating to these Terms or the Service must be commenced within one (1) year after the cause of action accrues, or it is permanently barred.

20. Miscellaneous

- a. *Entire Agreement.* These Terms, the Privacy Policy, and the End User License Agreement are the entire agreement between you and Phantom Checker regarding the Service and our client applications, and supersede any prior or contemporaneous understanding on the subject. The End User License Agreement governs your installation and use of our client applications and controls as to those applications; these Terms control as to all other aspects of the Service.
- b. *Waiver and Severability.* No failure to assert a right is a waiver, and if any provision (other than as addressed in Section 16(g)) is held invalid, the remainder continues in full force.
- c. *Assignment.* You may not assign these Terms; we may.
- d. *Corrections.* The Service may contain errors, inaccuracies, or omissions, including in pricing, plan descriptions, or availability. We reserve the right to correct any such error and to change or update information at any time without prior notice, and to refuse or cancel any order placed based on inaccurate information.
- e. *Force Majeure.* We will not be liable for any failure or delay in performance resulting from causes beyond our reasonable control, including acts of God, natural disaster, war, terrorism, civil unrest, labor conditions, governmental action, power or network failures, denial-of-service attacks, or the acts or omissions of third parties, including any Monitored Platform or payment or marketplace provider.
- f. *Electronic Communications.* By creating an account, accessing, or using the Service, you consent to receive communications from us electronically, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirement that they be in writing. You agree to the use of electronic records and signatures and waive any right requiring a non-electronic signature, to the extent permitted by law.
- g. *Notices.* We may provide notices to you electronically, by email to the address associated with your account or by posting within the Service; you are responsible for keeping that address current. You may also reach us for general and support inquiries through our Discord server (<https://discord.gg/NG6DMPvj7J>). Legal notices to us must be in writing and sent to Info@PhantomChecker.com and to Phantom Checker, LLC, 175 Great Neck Road, Suite 408, Great Neck, NY 11021, and are deemed given upon confirmed receipt.