

END USER LICENSE AGREEMENT

PHANTOM CHECKER, LLC

Last Modified: July 2026

1. Acceptance of This Agreement

This End User License Agreement (“EULA”) is entered into by and between you and PHANTOM CHECKER, LLC, a Delaware limited liability company (“Phantom Checker,” “Company,” “we,” “us,” or “our”), and governs your installation and use of the Software.

PLEASE READ THIS EULA CAREFULLY. By downloading, installing, copying, accessing, or using the Software, or by clicking to accept, you accept and agree to be bound by this EULA. If you do not agree, you must not download, install, or use the Software, and you must delete any copy in your possession.

This EULA supplements and forms part of our Terms of Service (the “Terms”) and our Privacy Policy. The Terms govern the Service generally. This EULA governs the Software specifically. Where this EULA and the Terms address the same subject with respect to the Software, this EULA controls as to the Software, and the Terms otherwise remain in full force.

The Software is licensed to persons 18 years of age or older. By installing or using the Software, you represent and warrant that you are of legal age to form a binding contract and that you have authority to accept this EULA on your own behalf or, if you install the Software for an entity, on behalf of that entity.

2. Definitions

“*Software*” means the Phantom Checker desktop and mobile client applications in object-code form, including any pre-release, beta, or test version, together with any Documentation and any Update. The Software does not include our website or any server-side component, which are part of the Service and governed by the Terms.

“*Documentation*” means any user guide, installation instruction, release note, or similar material we make available for the Software.

“*Update*” means any patch, bug fix, update, upgrade, new version, or modification to the Software that we make available.

“*Device*” means a computer, phone, tablet, or other hardware unit you own or control.

“*Service*,” “*Monitored Platforms*,” and “*Alerts*” have the meanings given in the Terms.

3. License Grant; Scope

Subject to your continuous compliance with this EULA and the Terms, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, personal license to:

- (a) install and run one copy of the Software on each Device you own or control, up to the number of Devices and authorized users permitted by the plan tier you purchased as presented at the point of purchase; and
- (b) use the Software solely to configure monitoring and receive Alerts through the Service for your own use, in accordance with this EULA, the Terms, and the Documentation.

Authorized sources. The license granted in this Section extends only to a copy of the Software you obtain directly from us through our website, or through a distribution or beta-testing platform we have authorized. Any copy of the Software obtained from any other source, including any mirror, repository, archive, file-sharing service, or third-party download site, is unlicensed. Your installation or use of any such copy falls outside the scope of this license. You shall not obtain, install, or use any copy of the Software that has been modified, repackaged, patched, re-signed, or otherwise altered by any person other than Phantom Checker, and you shall not redistribute the installer or any copy of the Software to any person.

Plan limits. The scope of your license is bounded by the plan tier, seat count, and usage limits presented at the point of purchase. Installing or running the Software beyond those limits is outside the scope of the license granted.

Concurrent use. The Software may be installed on more than one Device you own or control, but permits only one active session per account at a time; signing in on one Device may end your active session on another. The number of Devices and concurrent sessions permitted is as presented at the point of purchase and may change.

Subscription-conditioned. The license granted in subsection (b) is conditioned on an active, paid subscription. During any period in which you do not maintain an active paid subscription, including before you first subscribe and during any lapse, the license extends only to installing and retaining the Software and accessing your account, and not to configuring monitoring or receiving Alerts. Termination of this EULA under Section 12 ends the license in full.

The license conveys no right to source code, to any server-side component, or to the Service except as the Terms provide.

4. License, Not Sale; Reservation of Rights

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All right, title, and interest in and to the Software, including all copyright, trademark, trade secret, patent, and other intellectual-property rights, are and remain the exclusive property of Phantom Checker and its licensors. The Software is protected by United States copyright law and international treaties. No title to or ownership of the Software or any copy passes to you at any time.

You acknowledge and agree that you are granted a license and not a sale of any copy; that your ability to transfer, assign, sublicense, or otherwise convey the Software or any copy is significantly restricted as set out in Sections 3 and 5; and that the Software is subject to the notable use restrictions set out in Sections 5 through 7.

All rights not expressly granted in this EULA are reserved to Phantom Checker. No right or license is granted by implication, estoppel, or otherwise.

5. Conditions of the License; Restrictions

The restrictions in this Section, and the conditions in Section 3, are conditions of and limitations on the scope of the license granted, and are not merely covenants. Any use of the Software outside the scope of the license granted, or in violation of any condition or restriction in Section 3 or this Section, is unauthorized and may constitute copyright infringement in addition to a breach of this EULA.

You shall not, and shall not permit or enable any third party to:

- (a) copy or reproduce the Software, except for a single back-up copy for archival purposes, which remains subject to this EULA;
- (b) modify, adapt, translate, or create any derivative work of the Software;
- (c) reverse engineer, decompile, disassemble, decrypt, or otherwise attempt to derive the source code, algorithms, protocols, data structures, or underlying ideas of the Software, except and only to the extent this restriction is expressly prohibited by applicable law or by an applicable open-source license as described in Section 9, and then only after written notice to us;
- (d) rent, lease, lend, sell, resell, distribute, publish, transmit, host, time-share, or otherwise make the Software available to any third party, whether or not for a fee, including through any service bureau, managed-service, or software-as-a-service offering;

- (e) assign, transfer, sublicense, or otherwise convey the Software, any copy, or any right under this EULA;
- (f) remove, alter, or obscure any copyright, trademark, or other proprietary notice in or on the Software;
- (g) circumvent, disable, or interfere with any license key, activation, entitlement check, usage limit, rate limit, digital rights management, code signature, or other technical measure in or applied to the Software, or use any unauthorized key, credential, or method to activate the Software;
- (h) share, sell, or otherwise make available your account credentials or license entitlement, or permit any person other than you or an authorized seat under your plan to use the Software;
- (i) separate any component of the Software for use apart from the Software, or incorporate any part of the Software into any other product;
- (j) use the Software to develop, train, or improve any product or service that competes with the Software or the Service, or conduct any competitive analysis or benchmarking of the Software or publish the results of any such analysis; or
- (k) use the Software in any manner prohibited by Section 6, Section 7, the Terms, or applicable law.

6. Function and Limits of the Software

The Software is a client application whose sole function is to communicate with the Service, allow you to configure what you elect to monitor, and present Alerts to you. It performs no other function.

The Software does not, and is not designed or intended 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, digital pass, or token of any kind;

- access any account you or any person holds on any Monitored Platform, or store or transmit any credential for any Monitored Platform;
- interoperate with, integrate with, or transmit data to any ticket delivery, transfer, resale, or authentication service; or
- act on your behalf, or on behalf of any person, in any dealing with any Monitored Platform.

Nothing in the Software, this EULA, the Terms, or any Alert authorizes, permits, licenses, encourages, or may be construed as encouraging you or any person 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. Any action you take after receiving an Alert is your own, taken independently, directly with the relevant third party, using your own credentials, and subject to that third party's terms.

7. Acceptable Use

Your license is conditioned on your not using the Software, or any Alert or information obtained through it, to:

- (a) infringe, dilute, or violate any patent, copyright, trademark, trade secret, or other intellectual-property or proprietary right of any person;
- (b) 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;
- (c) access, use, or interact with any Monitored Platform or other website in violation of that platform's terms of use or other applicable agreement;
- (d) circumvent, disable, or interfere with any security, authentication, encryption, access-control, queue, or anti-automation measure of any Monitored Platform or other party;
- (e) 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;
- (f) operate, or interoperate with, any automated purchasing, checkout, "auto-buy," cart, or queue-automation tool, or any buying or purchasing agent, to acquire, attempt to acquire, or complete a transaction for any ticket or other item;

- (g) circumvent any usage, rate, volume, seat, or plan limit applicable to your subscription, including by creating multiple accounts or installations; or
- (h) violate any applicable federal, state, local, or international law or regulation.

You are solely responsible for your use of the Software and for ensuring that your use, and any action you take in reliance on an Alert, complies with all applicable laws and the terms of any third party. We make no representation or warranty that your use of the Software complies with the terms of any Monitored Platform or with any law.

8. Updates, Upgrades, and Changes

The Software may check for, download, and install Updates automatically, with or without further notice, and you consent to that automatic delivery and installation. We may require you to install an Update as a condition of continued use of the Software. Where the Software provides a setting to decline or defer automatic Updates, using it may cause the Software to cease functioning correctly or at all.

Updates are licensed under this EULA unless a separate license accompanies the Update, in which case that license governs the Update. We have no obligation to provide any Update, and we may modify, suspend, or discontinue the Software or any feature at any time.

9. Third-Party and Open-Source Components

The Software may include or link to components licensed by third parties, including open-source components. Those components are licensed to you under their own license terms and not under this EULA. To the extent a third-party or open-source license conflicts with this EULA as to that component, that license controls as to that component, and nothing in this EULA, including the restrictions in Section 5, limits any right you have under an applicable open-source license.

10. Ownership; Feedback

Ownership. The Software, its structure, organization, and source code, and all copies, are the valuable trade secrets and confidential information of Phantom Checker. Your use of the Software grants you no right in any Phantom Checker trademark, service mark, trade name, or logo.

Third-party marks. Any third-party names, trademarks, or logos appearing in the Software are the property of their respective owners and are used solely in a nominative, descriptive sense to identify the platforms you may choose to monitor. Their appearance

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Our collection and use of information through the Software is described in our Privacy Policy, incorporated here by reference.

The Software may automatically collect and transmit to us diagnostic, crash, performance, configuration, and usage information about the Software and your Device. Where you obtain the Software through a distribution or beta-testing platform, the operator of that platform may also collect that information and transmit it to us and to itself under its own terms, and that collection may not be subject to opt-out. You consent to that collection and transmission.

12. Term; Termination; Effect of Termination

Term. This EULA takes effect when you first download, install, or use the Software and continues until terminated.

Automatic termination. Your license terminates automatically, without notice and without any act by us, upon your failure to comply with any condition or restriction in Sections 3, 5, 6, or 7, or upon termination of your account or of the Terms. The lapse or cancellation of your subscription narrows your license as provided in Section 3 but does not by itself terminate this EULA.

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Survival. Sections 4, 5, 9, 10, 11, and 13 through 20 survive termination, together with any provision that by its nature should survive.

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14. 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 SOFTWARE OR THIS EULA, UNDER ANY LEGAL THEORY, EVEN IF FORESEEABLE. TO THE FULLEST EXTENT PROVIDED BY LAW, OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SOFTWARE 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 SECTION AND SECTION 13 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN AND APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION AND THE LIMITATION-OF-LIABILITY SECTION OF THE TERMS ARE NOT CUMULATIVE, AND OUR AGGREGATE

LIABILITY UNDER BOTH IS SUBJECT TO A SINGLE CAP. THIS SECTION DOES NOT APPLY TO LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, OR TO LIABILITY ARISING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15. Indemnification

You agree to defend, indemnify, and hold harmless Phantom Checker and its members, officers, employees, contractors, and agents from and against any claim, liability, damage, judgment, loss, cost, or expense (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Software; (b) your breach of this EULA, including any condition or restriction in Sections 3, 5, 6, or 7; (c) your violation of any law or of any right of any third party, including any intellectual-property right; or (d) any claim that your conduct caused harm to any Monitored Platform, rights holder, venue, or other person. This Section supplements and does not replace the indemnification provision of the Terms.

16. Export Control and Sanctions Compliance

The Software is subject to United States export-control and sanctions laws, including the Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control, and may be subject to the laws of the country in which it is used.

You represent and warrant that you are not located in, organized under the laws of, or ordinarily resident in any country or territory subject to a United States Government embargo or designated by the United States Government as a terrorist-supporting country, and that you are not listed on any United States Government list of prohibited or restricted parties, including the Specially Designated Nationals and Blocked Persons List and the Denied Persons List.

You will not export, re-export, transfer, or otherwise make the Software available, directly or indirectly, to any such country, territory, or person, or use the Software for any purpose prohibited by those laws.

17. U.S. Government End Users

The Software is "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4. Consistent with those provisions, if the Software is acquired by or on behalf of the United States Government, it is licensed to United States Government end users only as a commercial item and with only those rights granted to all other end users under this EULA.

18. How You Obtain the Software

- (a) *Direct download.* You may obtain the Software directly from us through our website. Where you do, no application marketplace, distribution platform, or store is a party to this EULA or bears any responsibility for the Software, and this EULA, the Terms, and the Privacy Policy are the entire agreement governing your installation and use of the Software.
- (b) *Platforms generally.* If you obtain the Software through an application marketplace, distribution platform, or beta-testing service (each, a “Platform”), your acquisition and use of the Software is also subject to that Platform’s own terms, and you are responsible for reviewing and complying with them. This EULA is between you and Phantom Checker only and not with any Platform operator. No Platform operator is a party to this EULA, is responsible for the Software, or has any obligation to furnish maintenance or support for it. If any provision of this EULA conflicts with a term the operator of a Platform requires, that required term controls as to any copy of the Software obtained through that Platform, and the remainder of this EULA continues to apply to that copy. Nothing in this subsection extends the license granted in Section 3 to any copy obtained from a source not authorized under Section 3.
- (c) *Apple.* The following applies to any version of the Software you obtain for an Apple-branded product, including through the App Store or through Apple’s TestFlight beta-testing service.
 - (1) *Acknowledgement.* This EULA is concluded between you and Phantom Checker only, and not with Apple Inc. (“Apple”). Phantom Checker, and not Apple, is solely responsible for the Software and its content. This EULA does not provide usage rules for the Software that conflict with the Apple Media Services Terms and Conditions, which you acknowledge you have had the opportunity to review.
 - (2) *Scope of license.* Your license to use the Software on an Apple-branded product is a non-transferable license to use the Software on any Apple-branded product that you own or control, and as permitted by the Usage Rules set out in the Apple Media Services Terms and Conditions, except that the Software may be accessed and used by other accounts

associated with you through Family Sharing or volume purchasing.

- (3) *Maintenance and support.* Phantom Checker is solely responsible for providing any maintenance and support services for the Software, as specified in this EULA or as required under applicable law. You and Phantom Checker acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support services for the Software.
- (4) *Warranty.* Phantom Checker is solely responsible for any product warranty, express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, you paid to Apple for the Software. To the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Software, and any other claim, loss, liability, damage, cost, or expense attributable to any failure to conform to any warranty is the sole responsibility of Phantom Checker.
- (5) *Product claims.* Phantom Checker, and not Apple, is responsible for addressing any claim of yours or of any third party relating to the Software or your possession or use of the Software, including product-liability claims, any claim that the Software fails to conform to any applicable legal or regulatory requirement, and claims arising under consumer-protection, privacy, or similar legislation. Nothing in this EULA limits Phantom Checker's liability to you beyond what is permitted by applicable law.
- (6) *Intellectual property.* In the event of any third-party claim that the Software or your possession and use of the Software infringes that third party's intellectual-property rights, Phantom Checker, and not Apple, is solely responsible for the investigation, defense, settlement, and discharge of that claim.
- (7) *Legal compliance.* You represent and warrant that you are not located in a country subject to a United States Government

embargo or designated by the United States Government as a terrorist-supporting country, and that you are not listed on any United States Government list of prohibited or restricted parties.

- (8) *Contact.* Questions, complaints, or claims with respect to the Software should be directed to Phantom Checker, LLC, 175 Great Neck Road, Suite 408, Great Neck, NY 11021; telephone: (305) 440-0012; Info@PhantomChecker.com.
- (9) *Third-party terms.* You must comply with applicable third-party terms of agreement when using the Software, including the terms of any Monitored Platform and the terms of your wireless data service.
- (10) *Third-party beneficiary.* You and Phantom Checker acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this EULA, and that, upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third-party beneficiary.
- (11) *TestFlight.* If you obtain the Software through TestFlight, the Software is a pre-release version, your use is also governed by Apple's TestFlight Terms of Service, and the pre-release provision of Section 13 applies. Apple and Phantom Checker will automatically collect crash logs and usage data from your use of the Software, and that collection is not subject to opt-out. Any feedback you submit through TestFlight is Feedback under Section 10. Where this EULA and Apple's TestFlight Terms of Service address the same subject, Apple's TestFlight Terms of Service control as to the pre-release version.

19. Dispute Resolution; Governing Law

The dispute-resolution and arbitration section, the governing-law and forum section, and the limitation-on-time-to-file section of the Terms apply to this EULA and to any dispute arising out of or relating to the Software, and are incorporated by reference as if set out here in full. Those provisions include a binding individual arbitration agreement, a class-action and representative waiver, an opt-out right, and a one-year period within which any claim must be brought. Nothing in this Section waives any non-waivable

consumer-protection right available to you under the law of your country or state of residence.

20. General

- (a) *Relationship to the Terms.* The Terms, the Privacy Policy, and this EULA together are the entire agreement between you and Phantom Checker regarding the Service and the Software, and supersede any prior or contemporaneous understanding on the subject. In the event of a conflict, this EULA controls as to the Software and the Terms control as to all other aspects of the Service.
- (b) *Waiver and severability.* No failure to assert a right is a waiver of it. If any provision is held invalid or unenforceable, it is modified to the minimum extent necessary or severed, and the remainder continues in full force.
- (c) *Assignment.* You may not assign or transfer this EULA or any right or obligation under it, by operation of law or otherwise, without our prior written consent, and any attempted assignment without consent is void. We may assign this EULA freely.
- (d) *Electronic communications.* The electronic-communications provision of the Terms applies to this EULA.
- (e) *Force majeure.* The force-majeure provision of the Terms applies to this EULA.
- (f) *Injunctive relief.* You acknowledge that a breach of Section 3, 5, 6, or 7 would cause irreparable harm for which monetary damages would be an inadequate remedy, and that we may seek injunctive or other equitable relief in a court of competent jurisdiction, without the necessity of posting a bond, in addition to any other remedy.
- (g) *Changes to this EULA.* We may revise this EULA from time to time and will post the revised version with a new Effective Date. Changes apply to your use of the Software after posting, and for material changes we will require you to re-accept through the Software or the Service. Changes to Section 19 will not apply to any dispute for which the parties had actual notice on or before the date the change is posted.
- (h) *Notices; Contact.* Legal notices to us under this EULA 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. You may reach us for general and support inquiries at Info@PhantomChecker.com or through our Discord server (<https://discord.gg/NG6DMPvj7J>). Phantom Checker, LLC, 175 Great Neck Road, Suite 408, Great Neck, NY 11021; telephone: (305) 440-0012; Info@PhantomChecker.com.