

Terms and Conditions

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Effective Date: June 6, 2025

1. Acceptance of Terms

By downloading, accessing, or using the Whats Poppin mobile application (the "App"), you agree to be bound by these Terms of Service ("Terms") and our Privacy Policy. These Terms form a legally binding agreement between you and Whats Poppin ("Company", "we", "us"), the operator of the App, located in Ontario, Canada. If you do not agree with these Terms or the Privacy Policy, you must not use the App.

We reserve the right to update or modify these Terms from time to time, and will indicate the "Effective Date" of the latest version. Your continued use of the App after any changes to the Terms signifies your acceptance of the revised Terms.

2. Eligibility and Age Requirements

The App is intended for users who are at least 16 years old. By using the App, you represent and warrant that you are 16 or older. If you are under the age of majority in your province or territory (which is 18 or 19 years old, depending on your jurisdiction) but at least 16, you must review these Terms with your parent or legal guardian and obtain their consent to use the App.

Users under the age of majority in their province or territory may use the App only with the involvement and consent of a parent or guardian, who agrees to be responsible for your compliance with these Terms. The App may filter or restrict certain content or events based on age categories. You agree to provide truthful and accurate age information.

3. User Accounts and Security

To access certain features of the App, you may need to create a user account. You agree to provide accurate, current, and complete information during registration and to keep your account information updated. You are responsible for maintaining the confidentiality of your account login credentials and for all activities that occur under your account.

You must notify us immediately at help@whatspoppin.info of any unauthorized use of your account or any other breach of security. We are not liable for any loss or damage arising from your failure to keep your account credentials confidential.

4. License and Permitted Use

We grant you a personal, non-exclusive, non-transferable, revocable license to install and use the App on your mobile device for lawful, personal, and non-commercial purposes, in accordance with these Terms. You must not:

- Copy, distribute, modify, or create derivative works of the App or any content available through the App;
- Reverse engineer, decompile, or attempt to extract the source code of the App;
- Use the App for any unlawful, harmful, or fraudulent purposes;

- Remove or obscure any copyright or proprietary notices;
- Use the App in a manner that could impair or disable the App.

We may terminate this license at any time if you violate these Terms.

5. User Conduct and Prohibited Activities

You agree not to use the App to:

- Impersonate others or misrepresent your affiliation;
- Post unlawful, harmful, or offensive content;
- Use bots or scrapers without permission;
- Access restricted areas without authorization;
- Attend or advertise unlawful gatherings and/or events;
- Introduce malware or engage in harmful conduct.

Violation of these rules may result in suspension or termination and potential legal consequences.

6. Third-Party Events and Content

Whats Poppin lists events hosted by third parties and is not responsible for their accuracy or outcomes.

You agree that any issues related to these events are solely between you and the third-party organizer.

We are not affiliated with any event hosts, venues, or organizers listed on the App. The listing of an event does not constitute endorsement or partnership. Whats Poppin does not verify or guarantee the safety, legality, or quality of any event.

You acknowledge and agree that your decision to attend any event is at your own risk. Whats Poppin is not liable for any theft, injury, illness, loss, property damage, or other harm that may occur in connection with any event discovered through the App.

7. Location Services

The App may use GPS data to show nearby events. You can disable location permissions in your device settings. However, this may limit certain features.

We do not use your location data beyond improving the App and do not guarantee the accuracy of location-based services.

8. Termination

You may stop using the App at any time. We reserve the right to suspend or terminate your access if you violate these Terms or to protect other users or the integrity of the platform.

9. Disclaimer of Warranties

The App is provided "as is" and "as available", with no warranties of any kind. We do not guarantee the reliability or availability of the App or the accuracy of its content.

10. Limitation of Liability

To the extent permitted by law, Whats Poppin is not liable for indirect or consequential damages. Our total liability will not exceed CAD \$50 or the amount you paid us in the last 6 months.

11. Indemnification

You agree to indemnify Whats Poppin and its affiliates from any claims, damages, or legal fees arising from your use of the App or breach of these Terms.

12. Dispute Resolution and Arbitration

Disputes will be resolved via arbitration in Ontario under the Ontario Arbitration Act. You waive class action rights and agree to resolve disputes individually.

You may opt out of arbitration by writing to help@whatspoppin.info within 30 days of accepting these Terms.

13. Governing Law

These Terms are governed by Ontario law. Legal actions must be filed in Ontario courts.

14. Changes to Terms

We may revise these Terms at any time. Notice will be provided via the App. Continued use after updates constitutes acceptance.

15. Miscellaneous

- Entire Agreement: These Terms and our Privacy Policy represent the complete agreement.
- Severability: If one part is invalid, the rest remains effective.
- No Waiver: Our failure to enforce any part does not waive our rights.
- Assignment: You may not transfer rights; we may assign freely.
- Third-Party App Stores: Apple and Google have no responsibility for the App.
- Language: The English version prevails in legal matters.
- Contact: help@whatspoppin.info
- Force Majeure: We are not liable for delays or failure to perform due to causes beyond our reasonable control, including acts of God, natural disasters, war, terrorism, internet or utility outages, labor disputes, or government actions.
- Survival: Provisions relating to limitations of liability, dispute resolution, intellectual property, and indemnification shall survive the termination of these Terms and your use of the App.

16. Content Warning

The App may contain or link to user-generated or third-party content that includes mature or explicit material. You acknowledge that by using the App, you may encounter such content, and you agree to use discretion and any provided filters. We are not responsible for such content and disclaim all liability associated with it.

17. Copyright Complaints (DMCA)

If you believe that any content available through the App infringes your copyright, please send a takedown notice to help@whatspoppin.info with your name, contact info, the material in question, and proof of ownership. We will respond in accordance with applicable copyright laws.

18. Beta Features Disclaimer

Some features of the App may be released as beta versions and are subject to further testing. These features may contain bugs or limitations and are provided "as-is". Your feedback is appreciated but use of beta features is at your own risk.

19. Data Usage and Liability

By using the App, you agree that Whats Poppin may collect, store, process, analyze, and utilize any data or information generated through your use of the App, including but not limited to location data, interaction data, user-generated content, and technical diagnostics, for any lawful purpose including analytics, improvement, marketing, and third-party collaboration. You acknowledge and consent to such use without further notice or compensation.

While we implement measures to safeguard your data, you acknowledge and agree that no platform can guarantee absolute security. Whats Poppin is not liable for any unauthorized access to, loss of, or theft of user data, whether due to hacking, negligence, or unforeseen breaches. You assume all responsibility and risk for using the App and sharing personal information within it.

20. External Links Disclaimer

The App may contain links to third-party websites, services, or affiliate programs that are not owned or controlled by Whats Poppin. These links are provided for your convenience and do not imply endorsement, sponsorship, or partnership.

You acknowledge and agree that Whats Poppin has no control over, and assumes no responsibility for, the content, privacy policies, security, or practices of any third-party websites or services. We are not liable for any harm, damage, or loss arising from your access to or use of any third-party content, websites, or services linked through the App. Your use of third-party sites is at your own risk and subject to the terms and policies of those sites.

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