

WhoGotWhat.com Terms & Conditions

Last updated: 10th of June 2025

Welcome to **WhoGotWhat.com** (the “**Service**”). Each time you use the Service you must click “**I Agree**” to these Terms & Conditions (the “**Terms**”). If you do not agree, do not use the Service.

1. What the Service Does

WhoGotWhat.com lets people upload a receipt and share or split the listed amounts with others. The Service is **free** and offered for personal, convenience use only.

How the Service Calculates Bills (Informational Summary)

The Service usually follows a four-step process when splitting a receipt. **This explanation is for information only and does not create any warranty or obligation; we may update the logic at any time without notice.**

1. **Item Assignment (subtotal).** Each diner pays for items they claim. Shared items are divided equally among the claimants. "All" items are divided equally among all diners. Multi-quantity items (e.g., 3 beers) are divided proportionally by the quantities each diner claims.
2. **Custom Fees.** Any custom percentage fee (e.g., credit-card surcharge) is applied to each diner's subtotal. A fixed-amount fee is split either (a) equally among all diners or (b) among a specific number of diners you choose.
3. **Tax.** By default, tax is a percentage of each diner's subtotal so that higher spenders pay proportionally more. If you enter a fixed tax amount, it is split using the same options as fixed fees.
4. **Tip.** Tip works the same way as tax: default percentage by subtotal or fixed amount split equally (or among a chosen number of diners).

Formula: Subtotal + Custom Fees + Tax + Tip = Total Owed by each diner.

Special note on fees: Some receipts list surcharges or service fees directly as line items; when that happens, the cost is treated like any other item and split according to the rules above. If you want such a charge handled as a true fee, delete the line-item and enter it in the Tax/Tip/Fees section instead.

2. Your Responsibilities

- **Verify every number.** We apply reasonable technical safeguards and continually test the Service for accuracy, but many factors—such as OCR mis-reads, partial images, network interference, or software bugs—can still produce errors. Always double-check before sending money; you assume all risk from any inaccuracies.
- **Follow the law.** You must comply with all payment-app rules, tax rules, and other laws that apply to you.
- **Use at your own risk.** You accept full responsibility for what you do with the information we show.

3. No Professional or Financial Advice

The Service provides automated calculations *only*. It is **not** tax, accounting, legal, or financial advice.

4. Disclaimers

The Service is provided “**as is**” and “**as available**.” To the **maximum extent allowed by law** we make **no warranties—express, implied, statutory, or otherwise—including warranties of merchantability, fitness for a particular purpose, non-infringement, or quiet enjoyment**. We do **not** warrant that the Service will be accurate, uninterrupted, secure, or error-free.

5. Limitation of Liability

To the ****maximum extent permitted by law**, WhoGotWhat.com and its owners, officers, employees, contractors, licensors, suppliers, and affiliates shall **have no liability whatsoever** to you or any third party for any damages—whether direct, indirect, incidental, consequential, special, exemplary, punitive, or otherwise—arising out of or related to your use of or inability to use the Service, under any theory of liability (contract, tort, strict liability, statute, or otherwise), even if we have been advised of the possibility of such damages.

If a court of competent jurisdiction nevertheless finds that liability cannot be fully disclaimed, **our aggregate liability will be limited to the minimum amount the law requires us to accept (and if no minimum is required, then zero)**. Nothing in these Terms limits liability that may not be limited under applicable law (e.g., for death or personal injury caused by gross negligence or willful misconduct).

This section operates as a complete waiver and release by you of any and all claims against WhoGotWhat.com and the other released parties arising out of or relating to the Service.

6. Indemnification

You will **defend, indemnify, and hold harmless** WhoGotWhat.com and its officers, directors, employees, contractors, licensors, and suppliers from and against any third-party claim, demand, action, loss, damage, or expense (including reasonable attorneys' fees) arising out of or relating to: (a) your use or misuse of the Service; (b) your breach of these Terms; (c) any dispute between you and another user; or (d) your violation of any law or the rights of a third party.

7. Third-Party Services

WhoGotWhat.com may link to or interoperate with services such as Venmo, Cash App, or cloud providers. We do not control those services and are **not responsible** for their acts or omissions.

8. Dispute Resolution & Class-Action Waiver

Binding arbitration. Any dispute arising under these Terms will be resolved by final and binding arbitration under the U.S. Federal Arbitration Act and the Rules of JAMS, held in Philadelphia, Pennsylvania, in English.

No class actions. You may bring claims only on your own behalf; you waive any right to participate in class, collective, or representative actions.

9. Governing Law

These Terms are governed by the laws of the Commonwealth of Pennsylvania (without regard to conflict-of-laws rules) and the Federal Arbitration Act. For claims that are not subject to arbitration, exclusive jurisdiction lies in the state or federal courts located in Philadelphia County, Pennsylvania.

10. Modifications to the Service or Terms

We may change or discontinue any part of the Service—or these Terms—at any time. **The current posted version governs every new session.** Each time you click “I Agree,” you accept the then-current Terms; we are not required to provide additional notice.

11. Severability

If any provision of these Terms is found unenforceable, the remainder will stay in full force, and the unenforceable portion will be interpreted to best achieve the intent of the original provision within the limits of the law.

12. Contact

If you have questions about these Terms or the Service, please e-mail us at support@whogotwhat.com. This address is for general inquiries only and does not waive the dispute-resolution requirements in Section 8.

13. Entire Agreement

These Terms constitute the entire agreement between you and WhoGotWhat.com regarding the Service and replace all prior or contemporaneous agreements on the same subject.

By clicking “I Agree,” you confirm that you (a) have read and understood these Terms, and (b) accept them every time you use the Service.