## **Castfinder Payment Policy**

Effective Date: [Insert Date]

This Payment Policy outlines the terms and conditions governing payments made between Talents, Producers, and Castfinder. By using the Castfinder platform, all users agree to the terms outlined herein. This policy applies to all payments for Services provided by Talents and facilitated through the Castfinder platform. Please read these Payment Terms carefully before making or receiving payments through the Site. By making or receiving payments through the Site, you accept and agree, on behalf of yourself or on behalf of your employer or any other entity (if applicable), to be bound and abide by these Payment Terms. These terms are supplemental to General Terms of Use, as applicable ("Terms of Use").

#### 1. Definitions

terms used but not defined herein shall have the respective meanings given to them in the Terms of Service.

- **Talent**: An individual registered on the Castfinder platform who provides services to Producers.
- **Producer**: An individual or entity registered on the Castfinder platform that engages Talents for their services.
- **Service Agreement:** The agreement between Talents and Producers, facilitated by Castfinder, for the delivery of services.
- **Toolkit Fee:** A fee payable by the Talent to Castfinder for using the platform as a booking tool, calculated as a percentage of the Talent's Service Price.
- Marketplace Fee: A fee payable by the Producer to Castfinder for each Talent Booking, determined by the Service Agreement.

#### 2. General Payment Terms

- Service Price: The Talent sets the Service Price in euros (€) or other specified currencies on the Castfinder platform (if available). This price may be calculated on an hourly or fixed rate basis, depending on the nature of the services provided. The Service Price is agreed upon in the Service Agreement between the Talent and the Producer.
- Advance Payment: Producers are required to pay Castfinder in advance for all fees, as requested through the platform. Upon confirmation of the Talent's availability and acceptance of the Service Agreement, the payment is held by Castfinder in escrow until the completion of the services.
- Fee Breakdown: The Service Price displayed to Producers will include:
- Service Price: (as set by the Talent)
- Marketplace Fee (payable by the Producer)
- Any applicable taxes (e.g., VAT)

#### 3. Fees and Commissions

- Toolkit Fee: Talents are required to pay a Toolkit Fee to Castfinder for each Talent Booking made through the platform. This fee is calculated as a percentage of the Service Price. The Toolkit Fee is deducted from the Talent's earnings before payment is transferred to the Talent. The applicable percentage will be communicated during onboarding and may be updated with 20 days' notice.
- Marketplace Fee: Producers are charged a Marketplace Fee for each Talent Booking. This fee is charged in addition to the Service Price and covers Castfinder's platform maintenance and operational costs. The Marketplace Fee is communicated clearly to Producers before the booking is confirmed.
- Additional Fees: Castfinder reserves the right to charge additional fees for certain services such as promotional campaigns, use of specific platform features, or use of third-party services.

# 4. Payment Process

- **Producers:** Once a Producer confirms a booking, they are required to make full payment to Castfinder using one of the available payment methods (e.g., credit card, PayPal, bank transfer). Castfinder holds the payment until the services have been completed by the Talent.
- Talents: Once the services have been completed and confirmed by the Producer, Castfinder will release the payment to the Talent, minus the Toolkit Fee. Payment to Talents will be made within [X] business days after completion of services, and the payment will be made via bank transfer or other methods specified by Castfinder.
- Currency: All payments on the Castfinder platform are processed in euros (€), unless otherwise agreed upon by both parties. Castfinder is not responsible for any currency conversion fees applied by banks or payment processors.

### 5. Late Payment and Interest

- **Producers:** In the event that a Producer fails to make payment in accordance with the terms of the Service Agreement, Castfinder reserves the right to cancel the booking and apply penalties as outlined in the Cancellation Policy.
- Talents: In cases where Talents are owed payment but have not yet received funds due to delays by the Producer, Castfinder will make reasonable efforts to resolve the issue. If a Producer fails to confirm the completion of services within [X] days, Castfinder may release the payment automatically to the Talent.
- Late Fees: Castfinder reserves the right to charge interest on overdue payments at a rate of 0.5% per day. Castfinder may also apply late fees and penalties to Producers who fail to make timely payments.

- 6. Refunds and Cancellations
- Producer-Initiated Cancellations:
- If a Producer cancels a booking before the Talent has confirmed, the Producer is entitled to a full refund.
- If the cancellation occurs after the Talent has confirmed but more than 48 hours before the Talent Booking Date, a refund may be issued minus any applicable fees.
- If the cancellation occurs within 48 hours of the Talent Booking Date, no refund will be issued, and the full Service Price will be paid to the Talent.
- Talent-Initiated Cancellations:
- If a Talent cancels a confirmed booking, the Producer will receive a full refund. Repeated cancellations by a Talent may result in account suspension or termination.
- Castfinder-Initiated Cancellations: In the event that Castfinder cancels a booking due to a violation of the platform's terms, the Producer may receive a full or partial refund, depending on the circumstances.

#### 7. Taxes

- Taxation of Talents: Talents are responsible for complying with all applicable tax laws related to their earnings on the Castfinder platform. Castfinder does not withhold taxes on behalf of Talents unless legally required to do so.
- VAT and Other Taxes: Producers may be charged Value Added Tax (VAT) or other applicable taxes on the Service Price and any fees associated with the platform. Castfinder will ensure that any such taxes are clearly displayed at checkout.

#### 8. Dispute Resolution

- Payment Disputes: In the event of a payment dispute between Talents and Producers, Castfinder encourages both parties to resolve the matter through direct communication. If no resolution can be reached, Castfinder will facilitate a dispute resolution process. Castfinder reserves the right to withhold payments until the dispute is resolved.
- Chargebacks: Producers are prohibited from initiating chargebacks for services provided through the Castfinder platform. If a chargeback occurs, the Talent will be notified, and Castfinder will work with the payment processor to resolve the issue.

### 9. Changes to this Payment Policy

Castfinder reserves the right to update or modify this Payment Policy at any time. Any changes will be communicated to users at least 20 days prior to implementation. Continued use of the Castfinder platform after such changes take effect constitutes acceptance of the new Payment Policy.

# **Contact Us**

If you have any questions or concerns regarding this Payment Policy, please contact us at support@castfinder.eu