

Castfinder Payment Policy

Effective Date: 12 December 2024

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:

At all times, terms used but not defined herein shall have the respective meanings given to them in the Terms of Use. In the event of conflicting terms used herein, the maning used in Terms of Use shall prevail over the present:

- **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 eachTalent to Castfinder for using the platform as a booking tool, calculated as a percentage of the Talent's Service Price.
- **Booking Fee:** A fee payable by the Producer to Castfinder for each Talent Booking.

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, based on the Talents Price List for Services as posted to Castfinder website by the Talent.

- **Advance Payment:** Producers are required to pay Castfinder in advance for all fees, as requested through the platform upon confirmation of Talent's availability to deliver its Services. Upon confirmation of the Talent's availability and acceptance of the Service Agreement, the payment is held by Castfinder for and on behalf of the Talent until the completion of the Services. The Talent consents and agrees for Castfinder to hold any amount related for the delivery and/or completion of its Services.

- **Fee Breakdown:** The Service Price displayed to Producers will include:

- a) **Service Price** (as set by the Talent)
- b) **Booking Fee** (payable by the Producer)
- (c) **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. Castfinder reserves the right at its absolute discretion, to change the % fee herein mentioned, by providing a 20 days written notice to the Talents;

- **Booking Fee:** Producers are charged a Booking 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 Booking Fee is communicated clearly to Producers before the booking is confirmed.

- **Additional Fees:** Castfinder reserves the right to amend the abovementioned fees and/or charge additional fees for certain services such as promotional campaigns, use of specific platform features, or use of third-party services to either Talents and/or Producers, provided that these are communicated to the other party at least 20 days prior to their implementation.

4. Payment Process

- **Producers:** Once a Producer confirms a Talent 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. If no payment is made to Castfinder, there is no Service Agreement.

- **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 at the end of each month, after completion of Services by Talents, 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. 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. The Booking fee shall not be refunded, and shall be retained and entitled by Castfinder.
- If the cancellation occurs by the Producer, after the Talent has confirmed, but prior to seven (7) days before the Talent Booking Date, a full refund will be made minus any applicable fees charged by Castfinder.
- If the cancellation occurs by the Producer, after the Talent has confirmed, but less than the seven (7) days before the Talent Booking Date, 50% will be refunded to the Producer, minus any applicable fees charged by Castfinder
- If the cancellation occurs by the Producer, after the Talent has confirmed, but less than the forty-eight (48) hours before the Talent Booking Date, no refund will be made to the Producer, minus any applicable fees charged by Castfinder.

- 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, at the absolute discretion of Castfinder.

- Unexpected circumstances:

- The following shall constitute “Unexpected circumstances”:
 - Storms, heavy rain, sandstorms, earthquakes, weather disasters, wars, pandemics, biological hazards, political unrest, and
 - Production Design issues, which include the inability of technical equipment to function on the date of the set
- In the event of Unexpected Circumstances, the Producer reserves the right to notify the Talents and Castfinder, as to the Unexpected Circumstances, with proof of such an event. Upon notification, the Producer has either one of the following options: (1) to reschedule the Talent Booking Date in another available slot, or (2) to cancel the Service Agreement between the Talents and Producer, and obtain full refund of their payment of each Talent.

- 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. Castfinder reserves the absolute discretion to decide upon terminating any Talent Booking. Neither the Talent or Producer shall be entitled to claim damages, related to their requests or Services.

6. 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.

7. 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.

8. 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