

AIRTAB PAYMENTS

Summary of Fees & Policies

Last Updated: February 28, 2024

Airtab Fees

- For Venues: Airtab charges a 3% non-refundable Setup Fee to Venues during the booking process. The Setup Fee is added to the total Performance Fee and collected upfront from the Venue when booking a performance. When both the Venue and the Artist accept a proposal for a live performance booking, the venue's credit card is charged the full amount of the Performance Fee plus the 3% Setup Fee.
- For Artists: Airtab charges a Platform Fee to utilize our payment services. The Service Fee is a variable amount based on the total Performance Fee but will be no greater than \$100.00 per performance. The Platform fee will be deducted from the Artist payout after the performance.

Artist Payout Policy

- Artists must have an active Stripe account connected to their Airtab account in order to accept bookings and receive payouts
- Payouts for completed performances are paid out automatically to your connected Stripe account 24 hours after performance date
- Airtab will deduct the Airtab Platform Fee from the payout amount.

Refund Policy

Refunds Due to Cancellations:

- **Cancellation by Venue**
 - If the cancellation is initiated by the Venue, Airtab will process a refund of the total amount less the following charges
 - 30% Artist Fee
 - Airtab Platform Fee up to \$100
 - 3% Setup Fee
 - The net refundable amount will be credited back to the credit card on your Stripe account.
 - The 30% Artist Fee will be paid to the Artist upon cancellation by Venue
- **Cancellation by Artist**
 - If the cancellation is initiated by the Artist, the Venue will receive an account credit for the total amount charged to their credit card. The account credit will be available immediately for use in another booking. Your credit balance can be viewed from the "payments settings" section on your venue profile
 - If the account credit is not used to book another artist within 14 days, a refund will be automatically processed after the 14 day waiting period for the total amount less a 3% Setup Fee.

Additional Info

Our role is to act as the intermediary between the Artist and the Venue in the booking and payment collection process. Airtab is not a talent agency and does not represent nor employ the Artist. Airtab also does not own or represent the Venue as a booking agent in any way.

These policies should be read in conjunction with the Airtab Payments Terms of Service below as well as the Airtab App Terms and Conditions.

Airtab Payments Terms of Service

These Payments Terms of Service are a binding legal agreement between you and Airtab that govern the Payment Services (defined below) conducted through or in connection with the Airtab Platform. When these Payments Terms mention “**Airtab**,” “**we**,” “**us**,” or “**our**,” it refers to Software Development Associates Inc. d/b/a Airtab, the company you are contracting with for Payment Services.

Airtab provides payments services to venues and artists transacting on the Airtab platform. These payment services are provided for the benefit of its users and may include the following (collectively, “**Payment Services**”):

- Collecting payments from Venues by charging the credit card associated with their Airtab account
- Effecting payments to Artists through the Artist’s Stripe account connected to the Airtab platform
- Other payment related services in connection with Artist Services.

In order to use the Payment Services, you must be at least 18 years old, must have an Airtab account in good standing in accordance with the Airtab Terms and Conditions (“**Terms**”), and must keep your payment and personal information accurate and complete.

The Terms separately govern your use of the Airtab Platform.

1. Your use of the Payment Services

1.1 Airtab Payment Services. By using the Payments Services, you agree to comply with these Payments Terms.

1.2 Third Party Services. The Payment Services may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services are subject to different terms of service and privacy policies. Airtab is not responsible or liable for the use of such Third-Party Services. Links to any Third-Party Services are not an endorsement by Airtab of those Third-Party Services.

2. Venue Terms

2.1 Adding a Payment Method. When you add a Payment Method to your Airtab account, you will be asked to provide billing information such as name, billing address, and financial instrument information either to Airtab or its third-party payment processor(s). You authorize Airtab and its payment service providers to collect and store your Payment Method information.

2.2 Payment Authorization. You allow Airtab to charge your Payment Method either directly or indirectly, for all fees due (including any applicable taxes) in connection with your Airtab account,

2.3 Automatic Update of Payment Method. If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial services partners or your bank and automatically update your Payment Method on file.

2.4 Timing of Payment. Airtab charges the Venue's credit card for the Performance Fee due after both the Artist and Venue accept a proposal. Once the payment for the agreed-upon performance date is successfully completed, you will receive a confirmation email.

2.5 Currency. The currency available to make payments is US dollars.

2.6 Proposal Status. If a proposal is declined because it is not accepted by the Artist, you cancel the proposal before it is accepted by the Artist, or Airtab cancels the booking, any amounts collected by Airtab and due to you pursuant to the policies described in Section 5.5, will be refunded, and any pre-authorization of your Payment Method will be released (if applicable) in accordance with Section 5.5.

2.7 Payment Restrictions. Airtab reserves the right to decline or limit payments that we believe (i) may violate Airtab's risk management policies or procedures, (ii) may violate these Payments Terms or the Terms, (iii) are unauthorized, fraudulent or illegal; or (iv) expose you, Airtab, Airtab, or others to risks unacceptable to Airtab.

2.8 Payment Service Providers. Payment Methods may involve the use of third-party payment service providers. These payment service providers may charge you additional fees when processing payments in connection with the Payment Services, and Airtab is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method may also be subject to additional terms of use. Please review them before using your Payment Method.

2.9 Your Payment Method, Your Responsibility. Airtab is not responsible for any loss suffered by you as a result of incorrect Payment Method information provided by you.

3. Artist Terms

3.1 Payment Collection. Airtab collects the Performance Fee for a booking from the Venue only after the proposal is accepted by both the Artist and the Venue.

3.2 Valid Payout Method. In order to receive a Payout you must have a valid Stripe account linked to your Airtab account. When you add a Stripe account to your Airtab account, you will be asked to provide information such as name, government identification, tax ID, billing address, and financial instrument information either to Airtab or its third-party payment processor(s). Depending on the Payout Method

selected additional information may be required, such as: residential address, name on the account, account type, routing number, account number, email address, payout currency, identification number and account information associated with a particular payment processor. Providing requested information is required for a Payout Method to be valid. The information Airtab requires for a valid Payout Method may change, and Airtab may request additional information at any time; failing to provide requested information may result in Airtab temporarily placing a hold, suspending, or canceling any Payout until the information is provided and, if necessary, validated. You authorize Airtab to collect and store your Payout Method information in accordance with Airtab's Privacy Policy. Airtab may also share your information with governmental authorities as required by applicable law.

3.3 Timing of Payout

3.3.1 Subject to and conditional upon successful receipt of the payments from Venue, Airtab will generally initiate Artist Payouts within 24 hours after the performance date.

3.4 Payout. Your Payout for a booking will be the Performance Fee less applicable fees like Airtab service fees and credit card transaction fees. In the event of cancellation of a confirmed booking, Airtab will remit the amount you are due (if any) as provided in the Terms and applicable cancellation policy.

3.5 Payout Restrictions. Airtab may temporarily place a hold, suspend, or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or completing an investigation; or if we are unable to verify your identity, or to obtain or verify requested information. Furthermore, Airtab may temporarily place a hold on, suspend, or delay initiating or processing any Payout due to you under the Terms as a result of high volume Booking cancellations or modifications arising from a Force Majeure Event (as defined below).

3.6 Payout Currency. Airtab will remit your Payouts US Dollars.

3.7 Payment Service Providers. Payout Methods may involve the use of third-party payment service providers. These payment service providers may charge you additional fees when processing Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and Airtab is not responsible for any such fees and disclaims all liability in this regard. Your Payout Method may also be subject to additional terms of use from such third-party payment service providers. Please review them before using your Payout Method.

3.8 Your Payout Method, Your Responsibility. Airtab is not responsible for any loss suffered by you as a result of incorrect Payout Method information provided by you.

4. Appointment of Airtab as Limited Payment Collection Agent

4.1 Each Artist, including each Artist Team member, hereby appoints Airtab as the Artist's payment collection agent solely for the limited purpose of accepting and processing funds from Venues purchasing Artist Services on the Artist's behalf.

4.2 Each Artist, including each Artist Team member, agrees that payment made by a Venue through Airtab, shall be considered the same as a payment made directly to the Artist, and the Artist will provide the Artist Service booked by the Venue in the agreed-upon manner as if the Artist has received the

payment directly from the Venue. Each Artist agrees that Airtab may refund the Venue in accordance with the Terms. Each Artist understands that Airtab's obligation to pay the Artist is subject to and conditional upon successful receipt of the associated payments from Venue. Airtab guarantees payments to Artist(s) only for such amounts that have been successfully received by Airtab from Venues in accordance with these Payments Terms. In accepting appointment as the limited payment collection agent of the Artist, Airtab assumes no liability for any acts or omissions of the Artist.

4.3 Each Venue acknowledges and agrees that, notwithstanding the fact that Airtab is not a party to the agreement between you and the Artist(s), including each Artist Team member, Airtab acts as each Artist's payment collection agent for the limited purpose of accepting payments from you on behalf of the Artist(s). Upon a Venue's payment of the funds to Airtab, the Venue's payment obligation to the Artist(s) for the agreed upon amount is extinguished, and Airtab is responsible for remitting the funds successfully received by Airtab to the Artist(s) in the manner described in these Payments Terms. In the event that Airtab does not complete the provision of the Payment Services and remit any such amounts, the Artist(s) will have recourse only against Airtab and not the Venue directly for the failure on the provision of the Payment Services.

5. General Terms

5.1 Fees. Airtab may charge fees for use of certain Payment Services and any applicable fees will be disclosed to you in the Terms or via the Airtab Platform.

5.2 Payment Authorizations. You authorize Airtab to collect from you amounts due pursuant to these Payment Terms and/or the Terms by either (i) charging or debiting the Payment Method associated with the relevant booking, or any other Payment Method on file that you authorize in your Airtab account (unless you have previously removed the authorization to charge or debit such Payment Method(s)), or (ii) by withholding the amount from your future Payout. Specifically, you authorize Airtab to collect from you:

- Any amount due to Airtab or Airtab (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a Venue, Artist or user of the Airtab Platform), including reimbursement for costs prepaid by Airtab or Airtab on your behalf. Any funds collected by Airtab will deduct the amount owed by you to Airtab or Airtab and extinguish your obligation to Airtab or Airtab.
- Any amount due to an Artist from a Venue which Airtab collects as the Artist's payment collection agent as further set out in Section 4 above.
- Taxes, where applicable and as set out in the Terms.
- Any service fees or cancellation fees imposed pursuant to the Terms (e.g., if, as a Artist, you cancel a confirmed booking).
- Any amounts already paid to you as a Artist despite a Venue canceling a confirmed booking or Airtab deciding that it is necessary to cancel a booking in accordance with the Terms or Refund Policy. You agree that in the event you have already been paid, Airtab will be entitled to recover the amount of any such Venue refund from you, including by subtracting such refund amount out from any future Payouts due to you.

If you owe an amount at any time after a booking, you authorize Airtab to collect payments for such additional amounts by charging your Payment Method associated with the relevant booking without any further action on your part. Airtab will notify you in writing before any additional amounts are charged.

If Airtab has reason to believe that you as a Artist participated in fraudulent activity, such as an overpayment scam, booking fraud or other fraud, and Airtab released the payout for such performance, Airtab may recoup from you such amount by reducing, deducting or debiting the amount from any future Payouts owed to you.

In addition to any amount due as outlined above, if there are delinquent amounts or chargebacks associated with your Payment Method, you may be charged fees that are incidental to Airtab collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.

5.3 Refunds. Any refunds or credits due pursuant to the Terms or Refund Policy will be initiated and remitted by Airtab in accordance with these Payments Terms.

6. Prohibited Activities

6.1 You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations;
- breach or circumvent any agreements with third parties, third-party rights, or the Terms
- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Payments Terms;
- register or use any Payment Method or Payout Method with your Airtab account that is not yours or you do not have authorization to use;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Airtab or any of Airtab' providers or any other third party to protect the Payment Services;
- take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Payment Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Payment Services; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

7. Force Majeure

Airtab shall not be liable for any delay or failure to fulfill any obligation under these Payments Terms resulting from abnormal or unforeseeable circumstances outside the reasonable control of Airtab or Airtab, the consequences of which would have been unavoidable despite all efforts to the contrary, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials ("**Force Majeure Event**").

8. Disclaimers

8.1 If you choose to use the Payment Services, you do so voluntarily and at your sole risk. To the maximum extent permitted by law, the Payment Services are provided “as is”, without warranty of any kind, either express or implied.

8.2 Notwithstanding Airtab’ appointment as the limited payment collection agent of Artists pursuant to Section 4, Airtab explicitly disclaims all liability for any act or omission of any user or other third party. Airtab does not have any duties or obligations as agent for each Artist except to the extent expressly set forth in these Payments Terms, and any additional duties or obligations as may be implied by law are, to the maximum extent permitted by applicable law, expressly excluded.

9. Liability

9.1 You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Payment Services remains with you. If you permit or authorize another person to use your Airtab account in any way, you are responsible for the actions taken by that person. Neither Airtab nor any other party involved in creating, producing, or delivering the Payment Services will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Payments Terms, (ii) from the use of or inability to use the Payment Services, or (iii) from any communications, interactions, or meetings with other Members or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the Payment Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not Airtab has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Artists pursuant to these Payments Terms, in no event will Airtab’ aggregate liability arising out of or in connection with these Payments Terms and your use of the Payment Services including, but not limited to, from your use of or inability to use the Payment Services, exceed (i) the amounts you have paid or owe for bookings via the Airtab Platform as a Venue in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Artist, the amounts paid by Airtab to you in the twelve (12) month period prior to the event giving rise to the liability, or (ii) one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Airtab and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect Airtab’ liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

10. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at Airtab’ option), indemnify, and hold Airtab and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Payments Terms; (ii) your improper use of the Payment Services; (iii) your failure,

or our failure at your direction, to accurately report, collect or remit taxes; or (iv) your breach of any laws, regulations, or third-party rights.

11. Modification, Term, Termination, and other Measures

11.1 Modification. Except as otherwise required by applicable law, Airtab may modify these Payments Terms at any time. If we make material changes to these Payment Terms, we will post the revised Payment Terms on the Airtab Platform and update the “Last Updated” date at the top of these Payment Terms.

11.2 Term. This agreement between you and Airtab reflected by these Payment Terms is effective when you create an Airtab account or use the Payment Services and remains in effect until either you or we terminate this agreement in accordance with Section 13.3.

11.3 Termination. You may terminate this agreement at any time by sending us an email or by deleting your Airtab account. Terminating this agreement will also serve as notice to cancel your Airtab account pursuant to the Terms.

12. Governing Law and Dispute Resolution

12.1 These Payments Terms will be interpreted in accordance with the laws of the State of Florida and the United States of America, without regard to conflict-of-law provisions. Legal proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 15 must be brought in state or federal court in Palm Beach County, Florida, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Palm Beach County, Florida.

13. United States Arbitration Agreement

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND AIRTAB AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION

14.1 Overview of Dispute Resolution Process. Airtab is committed to participating in a consumer-friendly dispute resolution process. To that end, these Payment Terms provide for a two-part process for individuals to whom this Section 15 applies: (1) an informal negotiation directly with Airtab’s customer service team (described in Section 15.3), and if necessary (2) a binding arbitration in accordance with the terms of this Arbitration Agreement. You and Airtab each retain the right to seek resolution of the dispute in small claims court as an alternative to arbitration

14.2 Agreement to Arbitrate. You and Airtab mutually agree that any dispute, claim or controversy arising out of or relating to these Payments Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or any use of the Payment Services (collectively, “Disputes”) will be settled by binding individual arbitration on an individual basis (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Airtab agree that the arbitrator will decide that issue. For the avoidance of doubt, you and Airtab agree that any question regarding arbitrability and the formation, enforceability, validity, scope, or interpretation of all or part of this Section 15, including any dispute over

compliance with the Pre-Dispute Notice requirement and a party's responsibility to pay arbitration fees, shall be resolved by an arbitrator.

15. Contacting Airtab

You may contact Airtab regarding the Payment Services using the information below:

Software Development Associates d/b/a Airtab
1016 Clemons St. 4th Floor
Jupiter , FL 33477
United States
info@airtabmusic.com

Airtab will provide a copy of these Payments Terms on request. If you have any questions about these Payments Terms, please email us.