

FluidStack Payments Terms

1. Scope and Use of the Payment Services

1.1 FluidStack Payments provides payments services to Members, including payment collection services, payments and payouts, in connection with and through the FluidStack Platform (“**Payment Services**”).

1.2 FluidStack Payments may temporarily and under consideration of the Members’ legitimate interests (e.g., by providing prior notice), restrict the availability of the Payment Services, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the Payment Services. FluidStack Payments may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time. FluidStack Payments will provide notice to Members of any changes to the Payment Services, unless such changes do not materially increase the Members’ contractual obligations or decrease the Members’ rights under these Payments Terms.

1.3 The Payment Services may contain links to third-party websites or resources (“**Third-Party Services**”). Such Third-Party Services are subject to different terms and conditions and privacy practices and Members should review them independently. FluidStack Payments is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by FluidStack Payments of such Third-Party Services.

1.4 Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable for a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

2. Key Definitions

“**Payout**” means a payment initiated by FluidStack Payments to a Member for services (such as Listing Fees) performed in connection with the FluidStack Platform.

“**Payment Method**” means a financial instrument that you have added to your FluidStack Account, such as a credit card, debit card, or PayPal account.

“**Payout Method**” means a financial instrument that you have added to your FluidStack Account, such as a PayPal account, direct deposit, a prepaid card, or a debit card (where available).

3. Modification of these Payments Terms

FluidStack Payments reserves the right to modify these Payments Terms at any time in accordance with this provision.

4. Eligibility, Member Verification

4.1 You must be at least 18 years old and able to enter into legally binding contracts to use the Payment Services. By using the Payment Services you represent and warrant that you are 18 or older.

4.2 FluidStack Payments may make access to and use of certain areas or features of the Payment Services subject to certain conditions or requirements, such as completing a verification process or meeting specific eligibility criteria.

4.3 We may make inquiries we consider necessary to help verify or check your identity or prevent fraud. Towards this end, you authorize FluidStack Payments to screen you against third party databases or other sources and request reports from service providers.

5. Account Registration

5.1 In order to use the Payment Services, you must have an FluidStack Account in good standing. If you or FluidStack closes your FluidStack Account for any reason, you will no longer be able to use the Payment Services.

6. Payment Methods and Payout Methods

6.1 When you add a Payment Method or Payout Method to your FluidStack Account, you will be asked to provide customary billing information such as name, billing address, and financial instrument information either to FluidStack Payments or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a Payment Method or Payout Method, and it is your obligation to keep your Payment Method and Payout Method up-to-date at all times. The information required for Payout Methods will depend on the particular Payout Method and may include:

- Your 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.

6.2 When you add or use a new Payment Method, FluidStack Payments may verify the Payment Method by authorizing a nominal amount or by authenticating your account via a third-party payment service provider. For further verification, we may also (i) authorize your Payment Method for one or two additional nominal amounts, and ask you to confirm these amounts, or (ii) require you to upload a billing statement. We may, and retain the right to, initiate refunds of these amounts from your Payout Method. When you add a Payment Method during checkout, we will automatically save that Payment Method to your FluidStack Account so it can be used for a future transaction.

6.3 Please note that Payment Methods and Payout Methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and FluidStack Payments is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method or Payout Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payment Method or Payout Method.

6.4 You authorize FluidStack Payments to store your Payment Method information and charge your Payment Method as outlined in these Payments Terms. 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 partner or your bank and update your Payment Method on file in your FluidStack Account.

6.5 You are solely responsible for the accuracy and completeness of your Payment Method and Payout Method information. FluidStack Payments is not responsible for any loss suffered by you as a result of incorrect Payment Method or Payout Method information provided by you.

7. Financial Terms for Hosts

7.1 Generally

Generally speaking, FluidStack Payments will collect the Total Fees from a User at the time the User's request is accepted by the host, or at any other time mutually agreed between the User and FluidStack Payments.

7.2. Payouts

7.2.1 In order to receive a Payout you must have a valid Payout Method linked to your FluidStack Account.

7.2.2 The time it takes to receive Payouts once released by FluidStack Payments may depend upon the Payout Method you select and the Payout Method provider's processing schedule.

7.2.3 Your Payout for a booking will be the Listing Fee less applicable Host Fees.

7.2.4 FluidStack Payments will remit your Payouts in your currency of choice, depending upon your selections via the FluidStack Platform and as further set out in Section 12. Amounts may be rounded up or down as described in the FluidStack Terms.

7.2.5 FluidStack may on occasion elect to pay the Host a fee to run a "Free Trial" for a User. In this case FluidStack is crediting the User with trial credits, and paying the Host on behalf of the User.

8. Financial Terms for Users

8.1 You authorize FluidStack Payments to charge your Payment Method the Total Fees for any booking requested in connection with your FluidStack Account. FluidStack Payments will collect the Total Fees in the manner agreed between you and FluidStack Payments via the FluidStack Platform. Once the payment transaction for your requested booking is successfully completed, you will receive a confirmation email.

8.2 When you request to book a Listing, FluidStack Payments may also (i) obtain a pre-authorization via your Payment Method for the Total Fees, (ii) charge or authorize your Payment Method a nominal amount, to verify your Payment Method, or (iii) authenticate your account via a third-party payment service provider to verify your Payment Method.

8.3 You authorize FluidStack Payments to perform the Payment Method verifications described in Sections 6 and 8, and to charge your Payment Method for any bookings made in connection with your FluidStack Account. You hereby authorize FluidStack Payments to collect any amounts due, by charging the Payment Method provided at checkout, either directly by FluidStack Payments or indirectly, via a third-party online payment processor, and/or by one or more of the payment methods available on the FluidStack Platform (such as gift cards).

9. Appointment of FluidStack Payments as Limited Payment Collection Agent

9.1 Each Member collecting payment for services provided via the FluidStack Platform (such as Host Services) ("**Providing Member**") hereby appoints FluidStack Payments as the Providing Member's payment collection agent solely for the limited purpose of accepting funds from Members purchasing such services ("**Purchasing Members**").

9.2 Each Providing Member agrees that payment made by a Purchasing Member through FluidStack Payments, shall be considered the same as a payment made directly to the Providing Member, and the Providing Member will provide the purchased services to the Purchasing Member in the agreed-upon manner as if the Providing Member has received the payment directly from the Purchasing Member. Each Providing Member agrees that FluidStack Payments may refund the Purchasing Member in accordance with the FluidStack Terms. Each Providing Member understands that FluidStack Payments' obligation to pay the Providing Member is subject to and conditional upon successful receipt of the associated payments from Purchasing Members. FluidStack Payments guarantees payments to Providing Members only for such amounts that have been successfully received by FluidStack

Payments from Purchasing Members in accordance with these Payments Terms. In accepting appointment as the limited payment collection agent of the Providing Member, FluidStack Payments assumes no liability for any acts or omissions of the Providing Member.

9.3 Each Purchasing Member acknowledges and agrees that, notwithstanding the fact that FluidStack Payments is not a party to the agreement between you and the Providing Member, FluidStack Payments acts as the Providing Member's payment collection agent for the limited purpose of accepting payments from you on behalf of the Providing Member. Upon your payment of the funds to FluidStack Payments, your payment obligation to the Providing Member for the agreed upon amount is extinguished, and FluidStack Payments is responsible for remitting the funds to the Providing Member in the manner described in these Payments Terms, which constitute FluidStack Payments' agreement with the Purchasing Member. In the event that FluidStack Payments does not remit any such amounts, the Providing Member will have recourse only against FluidStack Payments and not the Purchasing Member directly.

10. General Financial Terms

10.1 Fees

FluidStack Payments will charge fees for use of certain Payment Services and any applicable fees will be disclosed to Members via the FluidStack Platform or via direct communication to Members (such as by email).

10.2 Payment Authorizations

You authorize FluidStack Payments to collect from you amounts due pursuant to these Payment Terms or the FluidStack Terms. Specifically, you authorize FluidStack Payments to collect from you:

- Any amount due to FluidStack.
- Any amount due to a Providing Member from a Purchasing Member which FluidStack collects as the Providing Member's payment collection agent as further set out in Section 9 above.
- Fees, costs and/or expenses associated with a Damage Claim.

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 our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.

10.3 Refunds

10.3.1 Refunds must be agreed upon by the Host and will be processed via FluidStack. In this instance FluidStack will reserve the right to maintain its payment fee.

10.4 Recurring Payments

10.4.1 For certain bookings FluidStack Payments may require a User to make recurring, incremental payments toward the Total Fees owed ("**Recurring Payments**").

10.4.2 If Recurring Payments apply to a confirmed booking, then the User authorizes FluidStack Payments to collect the Total Fees, and the Host agrees that FluidStack Payments will initiate Payouts, in the increments and at the frequency agreed to and identified via the FluidStack Platform.

10.4.3 Users may stop payment of a Recurring Payment by notifying FluidStack Payments orally or in writing at least three (3) business days before the scheduled date of the payment.

10.5 Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payout Method or Payment Method used for the original Payout to or payment by you, so that you end up receiving or paying the correct amount. This may be performed by FluidStack Payments or a third party such as your financial institution.

10.6 Collections

10.6.1 If FluidStack Payments is unable to collect any amounts you owe under these Payments Terms, FluidStack Payments may engage in collection efforts to recover such amounts from you.

11. Disclaimers

17.1 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.

17.2 Notwithstanding FluidStack Payments’ appointment as the limited payment collection agent of Providing Members for the purposes of accepting payments from Purchasing Members through the FluidStack Platform, FluidStack Payments explicitly disclaims all liability for any act or omission of any Member or other third party. FluidStack Payments does not have any duties or obligations as agent for each Providing Member 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.

17.3 If we choose to conduct identity verification on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

17.4 The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights or warranties which cannot lawfully be excluded. However, the duration of any statutorily required warranties shall be limited to the maximum extent (if any) permitted by law.

18. Liability

18.1 Except as provided in Section 18.2, 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 FluidStack Account in any way, you are responsible for the actions taken by that person. Neither FluidStack Payments 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 FluidStack Payments 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.

12. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at FluidStack Payments’ option), indemnify, and hold FluidStack Payments 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.

13. Termination, Suspension, and other Measures

13.1 You may terminate this Agreement at any time by sending us an email, or by following the termination procedures specified in the terms. Terminating this Agreement will also serve as notice to cancel your FluidStack Account pursuant to the FluidStack Terms.