

## EngineEars Refund Policy

Date of Last Revision: 06/13/2024

This EngineEars Refund Policy (this “**Policy**”) is subject to the EngineEars Terms of Service (the “**Terms**”) available at the “Terms of Use” link on the Site. Capitalized words in this Policy, that are not defined herein, have the meanings given in the Terms. We reserve the right, at our sole discretion, to change or modify portions of this Policy at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date this Policy was last revised. In the event of any conflict between the terms and conditions of this Policy and the terms and conditions of the Terms, the terms and conditions of the Terms will take priority.

### **Payment.**

As a Client, in order to book a Provider on the Platform, Client is required to pay upfront for the Audio Services (the “**Payment**”). EngineEars will then keep the payment(s) in escrow until the project is complete. Payments made by Client are non-refundable, except as set forth below:[JK1]

#### **Full refund of the Payment:**

- If Client provided multiple stems for a mix and Provider failed to review the stems to confirm against the rough mix and used the wrong stems and the mix ended up being arranged wrong.

#### **Full Refund of the Payment:**

- If Client booked a project that is accepted by a Provider, and Client cancels the project (i) within 180 days from the acceptance and prior to Client uploading any files or (ii) after Client uploads the files but prior to Provider starting the mix. [JK2]

#### **75% Refund of the Payment:**

- If Client booked a project that is accepted by a Provider, and Client cancels the project while Provider is working on the initial mix. Provider can access 25% of the payment(s) made by Client and the remaining 75% of the payment will be refunded to Client.
  - 50% Refund of the Payment:
    - If the mix created by Provider is not accepted by Client and not more than 2 revisions are requested and no delivery of the final project file is made, Provider can access 50% of the payment(s) made by Client and the remaining 50% of the payment will be refunded to Client.

### 25% Refund of the Payment:

- If the mix created by Provider is not accepted and goes through more than 2 sets of revisions and Client still does not approve and no delivery of the final project file is made, Provider can access 75% of the payment(s) made by Client and the remaining 25% of the payment will be refunded to Client.

### No Refund:

- If Client clicks the “Approve<sub>[JK4]</sub>” button (including if Client subsequently discovers the stems were incorrect);
- If Client does not respond in 48 hours to a Provider’s follow up after Client fails to provide feedback explaining why a final mix is unacceptable within 7 days of Provider submitting said final mix<sub>[JK5]</sub>; or
  - o If Client does not start the project within 180 days.

### Membership Refunds.

- Upon cancellation of the membership by any user, a user’s membership will be canceled upon expiration of the current membership month and such user will not be eligible for refund of the membership fees for their current membership month. Additionally, if the user subscribes to an annual membership, a user’s membership will be canceled upon expiration of the current membership year and such user will not be eligible for refund of the membership fees for their current membership year.