

Terms and Conditions

Welcome to **BETA PH!** Our services and products are provided subject to the following terms and conditions. By using the website, you agree to be bound by these terms and conditions. Please read them carefully, as they contain important provisions relating to your use of the site, including an agreement to engage in binding arbitration to resolve any disputes between us. The website is owned and operated by BETA Inc. ("BETA PH").

I. Terms of Use

1. General

1.1 Membership Agreement

By accessing and/or using this website, you agree to the Terms of this Agreement. You agree that this Agreement, as amended from time to time, applies each time you access and/or use the Website. Any use of the website or Website Content that is not expressly authorized herein is prohibited and immediately terminates the access granted herein.

1.2 Access to Service

By using BETA PH, artists agree that clients/bookers may include their own custom terms of service through the platform. In this event, their terms will supersede any standard terms provided by BETA PH.

2. Conditions of Use

Prohibited Users

You are prohibited from using the Website if you:

- (a) are under 18 years of age;
- (b) do not have the capacity or power to enter into legal and binding agreements;
- (c) are prohibited by law from receiving or rendering services; or

(d) have been prohibited from using the Website by us, and the prohibition has not been lifted by us.

3. Registration

3.1 Information

When registering an Account, you agree and undertake:

(a) to provide true, accurate, current and complete information about yourself and your services.

3.2 Registration

(a) Registration is free.

(b) When registering we may require you to provide information such as:

- (i) your name/screen name;
- (ii) your business email address;
- (iii) your business phone number;
- (iv) your affiliations (if applicable); and
- (v) your social media accounts.

3.3 One Account Per Artist/Talent

You agree and undertake to not have more than one Account per artist/talent at any one time without our express written permission.

4. Your Responsibilities

Responsibility

By accessing and/or using the Service you agree:

(a) to take responsibility for your use of the Service and any use of the Service using your Account;

(b) you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password;

(c) we reserve the right to refuse service, terminate accounts, remove or edit content, or cancel bookings in our sole discretion;

(d) to act in a decent, reasonable, honest and responsible manner when dealing with other artists and talents; and

(c) that your continued access to the Service and your Account is contingent on you adhering to these terms.

5. Our Role

Restricted Role

We merely provide clients/bookers with a platform and the software tools to enable them to find and connect with artists/talents through BETA PH. Clients and artists are solely responsible for any issues arising from the use of the Website and Services.

6. Posting of Services, Applications and Booker Selection

Accuracy of Information

Artists/talents are solely responsible for the accuracy of the content that they post on the website. All Users represent and warrant that all content submitted by them is accurate, truthful and not misleading.

7. Fees and Payments

Fixed Fee: Where a fixed fee has been agreed, the client agrees to pay the fees on employing the listed artists/talents. 10% commission from the total project cost is payable to BETA PH, this includes the listing, marketing and the admin fees, any consultations and query will be directed to BETA PH email only. The 10% Commission is only deducted from the total project cost if the project pushed through. All contracts are subject to 12% VAT.

Payment Schedule: Payment will be made by the client to an account of BETA PH right after a contract is signed, a 50% down payment is expected to be paid and the additional 50% should be cleared a day before the project date.

Cancellation Fees: The client are expected to notify BETA PH ten (10) days before the scheduled date in order to process the cancellation, 15% from the project cost will be deducted and the remaining amount will be wired back to the client's bank account not less than 10 business working days. The 15% cancellation fee will be distributed to the artist (10%) and to BETA PH (5%) and if receipt is needed the said cancellation fees is subject to 12% VAT.

If the office was notified late (less than 10 days), the full 25% down payment of the total project cost will be forfeited. If the booking/s is fully paid already, the other 75% will be considered either as fund to be used for future projects by the booking client or to be wired back to the client's bank account not less than 10 business working days. The 25% cancellation fee will be distributed to the artist (15%) and to BETA PH (10%) and if receipt is needed the said cancellation fees is subject to 12% VAT.

8. Binding Contracts

8.1 Acceptance of Application

Upon the artist accepting an application, BETA PH and the possible client/booker will be deemed to have entered into a User Contract under which the client agrees to pay the given fee each time it an artist is being booked.

8.2 No Conflict with this Agreement

You agree not to enter into any contractual provisions in conflict with this Agreement.

8.3 Contractual Obligations

(a) The client is not obligated to employ any candidate submitted by a booker and may, for the avoidance of doubt, reject any or all candidates submitted by any or all bookers.

(b) The client must not reject a candidate and then subsequently hire that candidate to fill the same or a similar project using a different service, website or company.

(c) If the client subsequently hires a rejected candidate, the client will be liable to pay the given fees at any other cost.

(d) Clients and Bookers must not in any other way attempt to circumvent the Website or Service.

(e) If the client has posted a project on the Website, bookers must not seek to, or actually, provide services relating to that project description to the client outside of the Service or otherwise attempt to circumvent the Service.

Updated: June 30, 2020