

Fee and ACH Authorization Agreement



Effective May 1, 2020

This Fee and ACH Authorization Agreement (this “Agreement”) is between you and 3DHoudini, Inc. as described below in Section 1 (Parties). This Agreement provides information on the fees 3DHoudini, Inc. (“3DHoudini”) and its Affiliates charge for use of the Site’s communication, invoicing, dispute resolution and payment services, including Payment Protection, and includes eligible Users’ authorization for debits and credits from and to their designated bank accounts via the automated clearing house network (“ACH”). This Agreement is part of the Terms and Conditions. Capitalized terms not defined in this Agreement are defined in the User Agreement, Site Terms of Use, or elsewhere in the Terms and Conditions.

By clicking to accept the Terms and Conditions on the Site or by continuing to use the Site or the Site Services on or after the effective date noted above, you accept and agree to this Agreement. To the extent permitted by applicable law and except as otherwise provided in the Terms and Conditions, we may modify this Agreement without prior notice to you, and any revisions to this Agreement will take effect when posted on the Site unless otherwise stated. However, we will provide advance notice of any increase in prices or fees affecting current Users. Please check the Site often for updates.

1. Parties

You are entering into this Agreement with 3DHoudini (also referred to as “we” and “us”).

2. Fees Charged to Sellers

Pursuant to the User Agreement, we charge a percentage fee, referred to as a Seller’s Service Fee, or Commission, for each payment their Buyer makes to the Seller on a Service Contract. This is a fee charged to the Seller for the use of the Site Services. Seller Service Fees will be charged as “tiered” pricing, as discussed in further detail in this Section 2. Where applicable, 3DHoudini may also collect taxes (such as value added tax (VAT) in Europe) on Service Fees.

The use of various Payment Methods offered through the Site and the Site Services may incur added fees or charges. All Payment Methods will be posted on the Site along with any associated fees or charges, which we may update from time to time at our sole discretion. You hereby authorize us to charge to you and to collect from you (consistent with this Agreement, the User Agreement, or elsewhere in the Terms and Conditions) any fees, charges, or taxes described in this Section 2.

Users will pay 3DHoudini a disbursement fee for remitting payments to their preferred payment method (“Disbursement Fee”). The Disbursement Fee is paid to 3DHoudini in consideration of costs incurred and administration of disbursements via the disbursement method requested by Users and varies by disbursement method. The Disbursement Fee for each disbursement method is listed under Fees and Schedules on the Site as revised from time to time.

In addition to fees charged by 3DHoudini, your disbursement method may also charge activation, maintenance, or other account fees.

2.1 Tiered Pricing

We will charge you a Service Fee based on the total Seller Fees collected by you from your Buyer (less any shipping costs, sales tax that Seller charges to Buyer, refunds or reversals) for the duration of your relationship with your Buyer (the “Engagement Relationship”). Unless different pricing described in Section 2.2, applies, the Service Fee rates decrease as the total Seller Fees you have collected from your Buyer for the Engagement Relationship meet certain thresholds as follows (“Tiered Pricing ”):

TOTAL SELLER FEES COLLECTED FROM BUYER* (per Engagement Relationship) <small>*Does Not Include Shipping or Taxes</small>	SERVICE FEE RATES (Commission)
\$10,000.00 and below	7%
\$10,000.01 and up	5%

Below is an example of Tiered Pricing.

If a Seller and a Buyer who have never entered into a Service Contract together before agree to a \$500 order, and then a \$5,000 order and then another \$5,000 order, the Service Fee will be calculated as follows:

ORDER	SELLER FEES	SERVICE FEE RATE	SERVICE FEE
1	\$500.00	7%	\$35 (\$500 x 7%)
2	\$5,000.00	7%	\$350 (\$5,000 x 7%)
3	\$5,000.00	5%	\$250 (\$5,000 x 5%)
Total Seller Fees: \$10,500 (Total Engagement Relationship Fees: \$10,500)			Total Service Fees: \$635

2.2 Alternate Pricing

Alternate Pricing (defined below) only applies to Service Contracts when any you entered into the Service Contract pursuant to a feature of the Site where we advertised a different Service Fee, such as a Promotional Discount.

3. Payment Processing Fees Charged to Buyer

Regardless of the type of Payment Method used we charge Buyers a Service Fee (defined below) as described in this Section 3. 3DHoudini charges Buyers a payment processing and administration fee of 3% on each payment made by the Buyer through 3DHoudini (the "Service Fee").

Disbursement Fees. Users will pay 3DHoudini a disbursement fee for remitting payments to their preferred payment method ("Disbursement Fee"). The Disbursement Fee is paid to 3DHoudini in consideration of costs incurred and administration of disbursements via the disbursement method requested by Users and varies by disbursement method. The Disbursement Fee for each disbursement method is listed under Fees and Schedules on the Site as revised from time to time.

In addition to fees charged by 3DHoudini, your disbursement method may also charge activation, maintenance, or other account fees.

4. Withdrawing Funds (Revenues and Returns)

- To withdraw your revenue, you must have an account with at least one of 3DHoudini's Payment Service Providers (PayPal or Payoneer). All funds eligible for Withdrawal will be held on your behalf at an account with 3DHoudini's Payment Services Provider. All payment services, including withdrawal services will be provided by 3DHoudini's

Payment Services Provider.

- A Payment Service Provider withdrawal account can be associated with only one 3DHoudini profile.
- Sellers are eligible to withdraw revenue following a safety clearance period of 5 days after the order is marked as complete.
- To withdraw your available revenue, you must click on the designated withdrawal provider to initiate the withdrawal process
- Withdrawals can only be made in the amount available to you.
- Withdrawal fees vary depending on the withdrawal method (below).
- Withdrawals are final and cannot be undone. We will not be able to reverse this process once it has begun.
- In certain cases, Sellers may withdraw Revenues in several different currencies. All currency exchange services in connection with such withdrawals are performed by 3DHoudini's Payment Services Providers. Your 3DHoudini Balance is always derived from its US\$ value and, therefore, the local currency amount of your 3DHoudini Balance may change daily in accordance with exchange rates fluctuations and also includes conversion fees. Sellers always have the option to withdraw Revenues in US\$.

For security concerns, 3DHoudini may temporarily disable a Seller's ability to withdraw revenue to prevent fraudulent or illicit activity. This may come as a result of dispute resolution process, security issues, improper behavior reported by Buyers, or associating multiple 3DHoudini accounts to a single withdrawal provider.

4.1 Withdrawal Methods and Disbursement Fees

METHOD	FEE	SERVICE AVAILABILITY
Withdraw to your PayPal Account	\$0*	For a list of PayPal services by country click here
Local Bank Transfer (LBT)	\$3 per transfer*	Worldwide
Direct Deposit (ACH)	\$1 per transfer	US only

*Additional fees may apply based on your location and currency.

5. Authorization for ACH Debits and Credits

If and to the extent permitted by 3DHoudini in its sole discretion, Users may pay Seller Fees, Membership Fees, fees for Buyer Membership Plans, Payment Processing Fees, and other fees owed under the Terms and Conditions from their designated bank accounts. Subject to 3DHoudini's eligibility requirements, if you elect to pay Seller Fees or any other amounts owed under the Terms and Conditions via ACH transfers from your designated bank account, you hereby authorize us to electronically debit and, if necessary, electronically credit your designated bank account via ACH for such amounts pursuant to the Terms and Conditions, and you agree to comply with the ACH rules issued by the National Automated Clearing House ("NACHA") and all applicable laws, including, but not limited to, the federal Bank Secrecy Act, the U.S.A. Patriot Act, and economic sanctions overseen by the Office of Foreign Assets Control (OFAC). Your authorization for ACH transfers contained in this Section 5 will remain in full force and effect until you notify us that you wish to revoke your authorization by removing your bank account information from you Profile or by contacting Customer Support. You understand that we require at least one (1) business day's prior notice in order to cancel your authorization for ACH transfers contained in this Section 6.

You must notify us of any change in your designated bank account's information at least five (5) business days before any such change by updating your bank account information in your Profile or by contacting Customer Support. If we do not receive notice at least five (5) days before any such change, we may attempt, in our sole discretion, to implement such change prior to any ACH debit or credit transfer performed pursuant to your authorization provided in this Section 6.

However, we assume no responsibility for our failure to do so.

You may view a history of your Account transactions by logging in to the Site. You are solely responsible for promptly reconciling your Account transaction history with the transaction records for your bank account. You must notify us of any errors or discrepancies in your Account transaction history (each, an "Error") within 30 days of when the Error could be viewed in your Account transaction history on the Site. If you do not notify us of an Error within 30 days of when the Error could be viewed in your Account transaction history on the Site, you will forfeit the right to contest the Error, except to the extent such forfeiture is prohibited by applicable law or the NACHA rules. Subject to the foregoing notice requirement:

- (a) if and to the extent an Error is caused by us, we will correct the Error and
- (b) if an Error is caused by you, we may, but are under no obligation to, attempt to correct the Error and will offset any costs we incur from any funds returned to your bank account or your Buyer Escrow Account, as applicable.
- (c) the Buyer uses a U.S. bank account as a Payment Method for the payment.

If payments made by a Buyer are released to the Buyer's Payment Account for any reason or refunded by a Seller, the Payment Processing Fee will not be refunded.