

Surreal – Terms and Conditions – Global

Please note: Any reference to the trading name “Muso” or “Surreal” refers to the same company, incorporated under the legal entity as described in the definitions.

By using the Services and the Platform, you agree to be bound by the terms and conditions set out herein.

1 Definitions

In this agreement:

Assets means any videos, audios, live recordings, graphics, photos, texts, brandings (including trade names, trademarks, service marks or logos), interactive features, software, your Public Profile Page, Gig Widget and other materials provided by you to the Platform;

Asset Database means a centralised database on the Platform that stores, collects, transfers, distributes and facilitates the Assets in accordance with the terms and conditions of this agreement;

Content means any information and materials that you provide to the Platform, and it includes your Assets and any bespoke booking terms and conditions you upload to the Platform whilst interacting with other users.

Country Specific Terms means those terms applicable to the relevant country as set out in the Annexure;

Entertainer means any person or business using the Services and the Platform that is available to be booked by the Hirer to perform at an Event and including an authorised agent of that person;

Entertainer Agent means any person or business (commonly referred to as ‘agent’, ‘agency’, ‘booking agent’) who is engaged by the Hirer to book Entertainers to perform at the Hirer’s venues and collects the Entertainer Fee from the Hirer and themselves manages/handles payment to Entertainers;

Entertainer Fee means the amount the Hirer must pay the Entertainer or Entertainer Agent for an Entertainer to perform at an Event which may include the Tax and other contributions such as superannuation or pension in accordance with the local laws of the country that you ordinarily reside and have registered an account with us;

Event mean an event that the Hirer has created and posted on the Platform listing the details of the Event and which Entertainers have been booked to perform;

Fast Track Payments means a product within Surreal that allows an Entertainer, and their agents, as is the case, to have the Entertainer Fee distributed to them at a time that is before the normal distribution of the Fee from that particular eligible Hirer. Fast Track Payments includes Instant Payments where applicable and available. Can be referred to as ‘FTP’ in this document.

Gig Widget means an interactive application or page on the Platform which allows you to customise and promote your upcoming Events;

Hirer means any person or business or authorised agent of that person or business using the Services and the Platform to promote, connect and book Entertainers to perform at an Event;

Hirer Agent means any person or business (commonly referred to as ‘agent’, ‘agency’, ‘booking agent’) who is engaged by the Hirer to book Entertainers to perform at the Hirer’s venues and does not collect the Entertainer Fee from the Hirer and themselves does not manage/handle payment to Entertainers. (e.g. a person or business who is paid a service fee for scheduling/management of bookings);

Intellectual Property Rights means all intellectual property rights, including but not limited to:

- (a) patents, copyright, rights in circuit layouts, registered and unregistered designs, trademarks, domain names, business names and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a);

Liabilities includes all liabilities (whether actual, contingent or prospective), losses, damages, costs and expenses of whatever description;

Muso means Muso – We Hear You Pty Ltd ACN 612 338 011 and including any of its subsidiaries, affiliates, employees, officers and agents and us collective referred to as “Muso”, “Surreal”, “us”, or “we”;

Surreal Fees means any fees (if applicable) that you must pay us to use the Services and the Platform;

Platform means the online website “www.muso.live” (or www.surreal.live when available) or related applications of the Platform (mobile or otherwise) or other websites which are owned and operated by us from time to time;

Public Profile Page means a public profile page of the User on the Platform;

Privacy Policy means our privacy policy as posted on the Platform;

Services means our products, services and features that we make available to you as part of the Platform;

Surreal means **Muso**

Tax means the goods and services tax (or value added tax) and any other taxes or levies that are applicable on the provision of the Services in accordance with the local laws of the country that you ordinarily reside and have registered an account with us;

Users means users of the Platform and including the Entertainer, the Entertainer Agent, the Hirer and the Hirer Agent and is collectively referred to as “you” or “your”;

2 Our Services

- (a) The Services allows you to:
 - (i) promote, distribute, connect, share and organise upcoming Events to the Users and to the public at large;
 - (ii) promote and market yourself with your own unique Public Profile Page and Gig Widget;
 - (iii) by sharing your Assets, you increase your profile and visibility to other Users and to the public at large;
 - (iv) make bookings and to manage and transact payments with other Users on the Platform;
 - (v) connect, inform and engage with Users on the Platform; and
 - (vi) invite and refer other entertainers, venues and agents to join the Platform to further promote and facilitate your upcoming Events.
- (b) Your use of the Services is subject to the terms and conditions of this agreement which may be updated from time to time. You acknowledge and accept we may add, delete or amend any terms and conditions in this agreement from time to time without notice to you and by continuing to use the Services and the Platform you agree and accept any update, addition, deletion or amendment of the terms and conditions of this agreement.

3 Registration

- (a) To use to the Platform, you must sign up for an account with us and warrant to us that you:
 - (i) are an individual over 18 years old representing yourself. If you are under 18 years old ("a minor"), you represent that you have your parent or legal guardian permission to use the Services and the Platform. If requested, you must provide us with written consent signed by your parents or legal guardian to permit you to have an account with us;
 - (ii) if you are a parent or legal guardian of a minor, by allowing the minor to use the Services and the Platform, you are subject to the terms and conditions of this Agreement;
 - (iii) if you are using the Services and the Platform on behalf of a business, company or organisation, you represent that you have authority to act on behalf of that entity, and such entity accepts the terms and conditions of this agreement; and
 - (iv) agree to pay us the Surreal Fees (where applicable).
- (b) You acknowledge and agree:
 - (i) to provide us with accurate personal and contact information including but not limited to identification documents and business registration documents, bank account details, details of payment facility and your payment terms, details of your superannuation or pension fund account (if applicable) and a valid email address when signing up for an account to use the Services;
 - (ii) not create false aliases or impersonate any other person or business when using the Services;
 - (iii) to maintain your username and password to access the Services private and confidential. It is your responsibility to keep your username and password secure and safe;
 - (iv) to maintain your account including but not limited to your bank details, your superannuation or pension fund account (if applicable), payment facility and your payment terms are always up to date;
 - (v) to unconditionally and irrevocably undertake to indemnify us against all Liabilities that we may suffer or incur in respect to the use or conduct in connection with the Services and the Platform by you including any unauthorised access to your account; and
 - (vi) that Surreal may use or share your contact information for legitimate purposes including for the facilitation of work-related communication between users where consented by you (refer to Privacy Policy for more).
- (c) We reserve the right, at our absolute discretion, to refuse any person from registering an account with us or cancel or suspend or modify any existing account if we form the view that a person is not desirable or detrimental to the operation and function of the Services and the Platform.
- (d) We reserve the right to take legal action against you if you misrepresent yourself on the platform.

4 Surreal Role

- (a) We provide the Services to allow you to:
 - (i) promote, distribute, connect, share and organise upcoming Event within the Platform and to the public at large;
 - (ii) promote and market yourself with your own unique Public Profile Page and Gig Widget;
 - (iii) by sharing your Assets, you increase your profile and visibility to other Users and to the public at large;

- (iv) make bookings and to manage and transact payments with other Users on the Platform;
 - (v) connect, inform and engage with Users on the Platform; and
 - (vi) invite and refer other artists, agents or venue operators to join the Platform to further promote and facilitate your profile and upcoming Events.
- (b) By using the Services, you will be notified within the Platform:
 - (i) of any changes and updates to an Event that you are part of;
 - (ii) if you have been added or booked to perform at an Event;
 - (iii) any updates or addition to the Entertainer's Assets that has booked to perform at an Event; and
 - (iv) any other changes and updates to the Services and the Platform that we consider important for you to be notified.
- (c) We make no warranties as to the accuracy or appropriateness of any Content posted by other Users using the Services on the Platform and including any information you have generated on the Platform, uploaded to, or downloaded from, the Platform for your personal use.
- (d) We accept no liability for any:
 - (i) errors or omissions of the Content that has been created or posted by you or any other Users;
 - (ii) connection, communication or engagement between you and other Users regarding you using the Services; and
 - (iii) unauthorised access, use, distribute and transfer of your Content by other Users or any third party.
 - (iv) damage caused by uploading or downloading any content or files to or from the Platform.
- (d) We reserve the right to remove any of your Content if we believe that it violates the terms and conditions of this agreement, or we are permitted or required to do so by law.
- (e) When you use the Services, you may also be using the services of one or more third parties. Your use of these third party services may be subject to separate terms and conditions of these third parties. You agree to strictly adhere to and comply with the terms and conditions of these third parties. You acknowledge that if we are not able to provide these third party services, then certain functions of the Services will not be available for you to use.
- (f) We have no obligation to you to assist or involve ourselves in any dispute between you and other Users with respect to any aspect concerning the use and access to the Services and the Platform.
- (g) We have no obligation to enforce any user's own bookings terms and conditions (or similar) that have been uploaded to or communicated via the Platform. Any additional terms or conditions are agreed, entered into and carried out solely between the users only, and does not in any way involve or create liability or obligation for Surreal.

5 Your Obligations

- (a) You must always:
 - (i) comply with the terms of this agreement and all applicable laws and regulations;
 - (ii) you have the right to work in the jurisdiction where you normally reside and where you are required to perform at an Event;

- (iii) you have the right to organise upcoming Events and to book Entertainers to perform at the Events and if applicable the right to collect and pay the Entertainer Fee on behalf of other Users;
 - (iv) only post accurate information on the Platform;
 - (v) ensure your Public Profile Page, Assets and Gig Widget are accurate, up to date and meet Surreal's requirements and standards;
 - (vi) act and behave in a professional, business like, courteous and respectful to other Users when using the Services;
 - (vii) use the Services, the Platform and its Users with respect and not partake in any conduct that could be considered bullying, harassment, degradation, insulting or otherwise demeaning to the human standard of any other person (as determined by us), and
 - (viii) ensure that you fully understand and comply with your obligations of relevant legislation and local laws regarding the payment of the Entertainer Fee, Tax and superannuation or pension contribution when using the Services and the Platform. This is solely your own responsibility as a user of the Platform. You acknowledge and agree that Surreal is not liable to provide any Superannuation or pension information between Users, but in the event of Surreal doing so, Surreal is not liable for the accuracy or dependability of such information and takes no responsibility over, or liability for the payment of superannuation or pension, or your compliance to local laws. You may elect Surreal to make contributions to superannuation and pension funds on your behalf, if available, to relevant suppliers (entertainers for example), for which payment/contribution reports or other form of evidence of payments/contributions can be provided by Surreal.
 - (ix) act in good faith and act in accordance with any additional terms and conditions defined and agreed to between yourself and other users on the platform. These may be listed in the Platform, and the enforcement of these additional terms and conditions are solely the responsibility of the users, not Surreal.
- (b) You warrant the Content that you post or upload or transmit on the Platform is:
- (i) accurate;
 - (ii) lawful;
 - (iii) compliance with this agreement;
 - (iv) virus free;
 - (v) not false, defamatory, misleading or otherwise deceptive in any way;
 - (vi) not offensive or inappropriate; and
 - (vii) not infringe any third party's Intellectual Property Rights and you agree to indemnify us from all Liabilities that we may suffer or incur in respect to the use or conduct in connection with the Platform including any infringement of any third party's Intellectual Property Rights.
- (c) You must not use the Services and the Platform for any illegal or immoral purpose.
- (d) You agree to grant us a worldwide, non-exclusive, royalty-free sublicensable and transferable licence to use your Content, (including to reproduce, distribute, modify and adapt, display and perform it) in connection with the Services, the Platform and Surreal's business, including for the purpose of promoting and redistributing part or all of the Services and the Platform.
- (e) You agree to indemnify us from all Liabilities that we may suffer or incur in respect to you using the Services and the Platform.

**Further obligations for users selecting different levels of functionality on Surreal
(includes Venues & Agents; both Hirer Agents and Entertainer Agents)**

- (f) If you have selected a service level or package that includes payments, or payment automation, you are obliged to follow the process outlined by the Surreal platform to ensure payments are received, processed and distributed correctly.
- (g) In any case where funds for a specific performance have been distributed by Surreal to the agency or Entertainer by any method, including Fast Track Payments, and Surreal has not yet received the funds for that specific performance, the obligation to pay those funds to Surreal lies with the party who is deemed to be responsible for not following the process outlined by Surreal (**Payment Error**).
 - (i) Surreal will advise the party responsible for the error at its discretion, and the party at fault must immediately transfer those funds to Surreal.
 - (ii) The party at fault can recoup the original erroneously paid funds at its own discretion
- (h) You warrant that, if you are the party who has caused the payment error, you will pay Muso any required funds relating to the error, and indemnify Muso from any associated costs of the error, including but not limited to recouping the funds. This includes any funds that you have already distributed to other parties including your Entertainers who you booked for those performances.
- (i) You further warrant and agree that you understand Surreal's payment infrastructure and payment flow, and the importance of following the process designed by the platform especially in light of payment products such as Fast Track Payments having an impact on the timing of distribution of funds compared to the regular process.
- (j) You warrant that you have knowledge of the Fast Track Payments process, and that distributing funds to Entertainers yourself, or in any other way other than the designated way for that specific payment on Surreal, that the Entertainer may erroneously paid twice, and that the liability of chasing and repaying the overpayments rests with you as the party causing the Payment Error.

For the avoidance of doubt, some examples are listed below:

1. If you are an Agent who has payments in their service package, and for any performances booked on the platform to a client, you either:
 - a. send an invoice directly to the client (i.e. not via Surreal)
 - b. get paid directly by the venue rather than via the Surreal-generated invoice (Payment Error)

then you must immediately reverse those funds to the client and advise them to pay only the invoice that comes via Surreal. Failing this, you will be responsible to send this money to Surreal in the event of a Payment Error.

2. If you are a Client or Venue who has payments in their service package, and for any performances booked on the platform directly with an Entertainer or via an Agent, you either:
 - a. receive an invoice directly from the Agent or Entertainer (i.e. not via Surreal)
 - b. pay directly to the Agent or Entertainer rather than via the Surreal-generated invoice (Payment Error)

then you must immediately advise the Agent or Entertainer that the invoice they provided will not be paid, or in the case of Payment Error, request that the paid party reverse those funds to you. Failing this, if required, you will be responsible to send this money to Surreal in the event of a Payment Error.

3. General: Surreal sometimes distributes performance fees to Entertainers (or agents as the case may be) earlier than the regular payment timeline for a particular client (see Fast Track Payments definition). In this situation, Surreal has already distributed those funds (performance fees), so if any Payment Error occurs (i.e. payment does not go via Surreal's invoice and regular payment flow), there is a high probability that the Entertainer is paid twice. As mentioned in 5(g)-(j), if you are responsible for causing the Payment Error, you are obliged to pay any necessary funds related to the error to Surreal.

6. Public Profile Page

- (a) Upon signing up an account with us, you must immediately create and upload your Public Profile Page to the Platform in accordance with Surreal's requirements and standards. Your Public Profile Page must include at minimum these requirements:
 - (i) professional cover image of yourself;
 - (ii) an image gallery of at least four images including a profile image of yourself;
 - (iii) professional and comprehensive 'bio' write-up of yourself;
 - (iv) your own branding or logo;
 - (v) linking at least two live recordings of yourself; and
 - (iv) have all your social media accounts linked to your Public Profile Page.
- (b) Your Public Profile Page will allow you to have greater visibility and exposure to other Users by linking it to your Gig Widget or Gig Widgets of other Users.
- (c) You warrant any Content that you uploaded or linked to your Public Profile Page belongs to you and any social media links are owned by you or are representative of yourself.

7. Gig Widgets

- (a) You can create and customise your own Gig Widget within the Platform. The Gig Widget allows you to display upcoming Events and which Entertainers have been booked to perform.
- (b) The Gig Widget can be used by you to promote upcoming Events within the Platform and to the public at large.
- (c) With your Gig Widget, you can:
 - (i) have yours and other Users' Public Profile Page and Assets linked to it;
 - (ii) set the time frame of upcoming Events you want to display; and
 - (ii) copy and have it embedded to your website. Once embedded to your website it will display in chronological the upcoming Events as they appear on the Platform. We highly recommend that you use a qualified technician to copy and embed the Gig Widget to your website.

8. Your Assets

- (a) You must upload your Assets onto the Asset Database.
- (b) Once uploaded onto the Asset Database, your Assets will be stored and will be made available to us and other Users to use, connect, distribute and share to promote upcoming Events within the Platform and to the public at large.
- (c) You agree to us and the other Users to:
 - (i) use, distribute, transfer your Assets and allow them to be incorporated with the Assets of other Users;
 - (ii) download your Assets and use them with other promotional materials outside the Platform (e.g., in-house posters and other social media posting not link to the Platform); and

- (iii) have your Assets linked to other Users' Gig Widgets, their websites and social media outlets to promote upcoming Events.
- (d) You retain ownership rights in your Assets, but you grant:
 - (i) us a worldwide, non-exclusive, royalty-free, sublicensable and transferable licence to use your Assets (including to reproduce, distribute, modify, display and perform it) in connection with the Services the Platform and Surreal's business, including for the purpose of promoting and redistribution part or all of the Services and the Platform; and
 - (ii) each other Users a worldwide, non-exclusive, royalty-free license to access your Assets through the Services and the Platform and to use your Assets (including to reproduce, distribute, modify, display and perform it).
- (e) You must immediately remove any of your Content from the Platform if you no longer have the right to use that Content or those pieces of Content.

9. List of Events

- (a) You can create your own list of upcoming Events within the Platform and it can be shared and promoted within the Platform and to the public at large.
- (b) The list of upcoming Events allows you to:
 - (i) set out the details and requirements of each Event (e.g., the name, date, type of the Event and payment terms);
 - (ii) set out type of entertainer you required of each Event;
 - (iii) display the Entertainers that you have booked to perform at each Event;
 - (iv) invite other entertainers to join the Platform so they can be booked to perform at the Events;
 - (v) communicate with other Users via the Platform; and
 - (vi) have better transparency and communication to successfully manage the Events.
- (c) You agree:
 - (i) only the Entertainers that are registered on the Platform can be booked to perform that the Events.
 - (ii) where you wish to book an entertainer that is not registered to the Platform, you must first:
 - a. send them an invitation and requesting them to registered on the Platform as an Entertainer; and
 - b. once registered they must setup their Public Profile Page and upload their Assets to the Platform as soon as possible to facilitate their booking to perform at the Event,
 before you can book them to perform at any Events.

10. Fees

- (a) By registering an account with us and using the Services and the Platform you agree to pay us the Surreal Fees (where applicable) and the applicable Tax.
- (b) Unless specified otherwise Surreal Fees and Tax are in the local currency of the country that you ordinarily reside and have registered an account with us.
- (c) We will issue you with an invoice for the Surreal Fees plus Tax and once payment is received, we will provide you with a receipt of payment.
- (d) Surreal Fees are non-refundable.
- (e) If you are a Hirer, you must pay the Entertainer or the Entertainer's Agent (as is the case) the Entertainer Fee in the following manner:

- (i) From your account, you can access all information regarding past, current and future performances of the Entertainers that you have booked and how much Entertainer Fee you must pay each Entertainer for their performance.
 - (ii) You must take all reasonable steps and without delay:
 - (A) review, amend and approve performances (either past, current or future) of the Entertainers that you have booked ("**Approved Performances**");
 - (B) once these performances are approved, an accompanying invoice for each of the Approved Performance is automatically generated with the following details:
 - the Entertainer's performance and the applicable Entertainer Fee and Tax and any other contributions, such as Entertainer's superannuation or pension contribution if applicable, of that performance; and
 - Surreal Fees.
- ("Approved Invoices")**
- (iii) Pay the Approved Invoices in a timely manner and in accordance with your payment terms as published on the Event and on your account settings page. If the Approved Invoices include the Entertainer's superannuation or pension contribution, you agree that you will pay such contribution to the Entertainer via their superannuation or pension fund account by the due date if and as required by the relevant legislation and the local laws. You agree to indemnify us from all Liabilities that we may suffer or incur if you fail to pay the Entertainer Fee, Tax or superannuation or pension contribution that are applicable on time. You agree to indemnify us from all Liabilities we may suffer or incur if the information provided by us to you regarding superannuation or pension funds of other users or generally, if any is provided.
 - (iv) Once the Approved Invoices are paid and we have received the payment from you, we will process payment to pay the Entertainer or Entertainer Agent (as is the case) the Entertainer Fee as specified in the paid Approved Invoices.
 - (v) If you are an Entertainer Agent collecting the Entertainer Fee to pay the Entertainer directly, you agree to pay the Entertainer in a timely manner and in accordance with your payment terms as published on the Event and on your account settings page. If you are required to pay the Entertainer's superannuation or pension contribution, you agree that you will pay such contribution directly to the Entertainer via their superannuation or pension fund account by the due date as required by the relevant legislation and local laws. You agree to indemnify us from all Liabilities that we may suffer or incur if you failed to pay the Entertainer the Entertainer Fee, Tax or superannuation or pension contribution that are applicable on time. You agree to indemnify us from all Liabilities we may suffer or incur if the information provided by us to you regarding superannuation or pension funds of other users or generally, if any is provided.
 - (vi) We allow you to manage and transact payments with other Users using several different payment facilities, like credit cards and debit cards, direct payment, direct debit and pre-pay, which may or may not include an invoice. You can select and store your payment facility through your account settings page. You agree to keep your payment facility up to date.
 - (vii) When you provide a payment facility to us as stored on your account settings page, you confirm that you are permitted to use that payment facility and you authorise us to collect and store that payment facility, along with other related transaction information.

- (viii) If there is a dispute between you and other Users concerning the payment of the Entertainer Fee, you must promptly take all reasonable steps to resolve the dispute with other Users . We are not obligated to assist you or to get involved in any dispute and its resolution between you and other Users.
- (vi) It is your responsibility to ensure fully understand and comply with your obligations of the relevant legislation and local laws regarding the payment of the Entertainer Fee, Tax and superannuation or pension contribution when using the Services and the Platform.
- (vii) Surreal is not liable in any situation, for any user type or group, for the accuracy of information provided to users (if any), or for any contribution towards any superannuation or pension fund. This is the sole responsibility of the user. You agree to indemnify us from all Liabilities that we may suffer or incur if you failed to pay the Entertainer the Entertainer Fee, Tax or superannuation or pension contribution that are applicable on time (as venue or agent), or if you fail to contribute to your own superannuation or pension fund (as an Entertainer). You agree to indemnify us from all Liabilities we may suffer or incur if the information provided by us to you regarding superannuation or pension funds of other users or generally, if any is provided.

(f) Fees & Fast Track Payments

Hirers

- (i) If you are a Hirer, and you qualify for Fast Track Payments, the above clauses 10 (a) - 10 (e) apply, with the amendment that if any of your Entertainers opt to have their Entertainer Fee distributed for a particular performance sooner than the Entertainer Fee being paid by you to Surreal via the payment methods provided to you, that Entertainer Fee for that performance is now due and payable to Surreal instead of to the Entertainer.
- (ii) As a Hirer on the platform, you acknowledge and agree that:
 - (1) Surreal may make Fast Track Payments available to Entertainers and Hirers at its discretion from time to time
 - (2) Surreal may, at its own discretion, make Fast Track Payments available to Entertainers who are booked to perform on your Surreal profile
 - (3) Surreal maintains all rights to revoke access to this product and your eligibility to access this product, at any time, at its discretion
 - (4) Fast Track Payments alters the flow of Fees between Hirers and Entertainers, allowing the Entertainer, and their agents, as is the case, to have the Entertainer Fee distributed to them at a time that is before the normal distribution of the Fee from that particular eligible Hirer.
 - (5) The Hirer maintains obligation to pay and maintains liability for the Entertainer Fee including when the Entertainer Fee has been distributed to the Entertainer via a Fast Track Payment, the only difference being who the Entertainer Fee is payable to in the event of a Fast Track Payment being opted into by an Entertainer, in which case the Entertainer Fee then becomes payable to Surreal.
 - (6) If an Entertainer opts in for Fast Track Payments for their performances with you, the Hirer no longer has the right to pay that Entertainer Fee for that particular Performance via any other method than via the in-platform raised invoice, which directs that Entertainer Fee to Surreal at the bank account stipulated at the bottom of the invoice.
- (iii) Not all Hirers will qualify for Fast Track Payments, and the qualification or eligibility for Fast Track Payments is at Muso's sole discretion and can be revoked at any time..

Entertainers

(iv) If you are an Entertainer, and you qualify for Fast Track Payments, you acknowledge and agree that:

- (1) you understand the regular terms of payment as described between the Hirer and Entertainer in clauses 10(a) - 10(e)
- (2) you understand that clauses 10(a) - 10(e) remain in effect for all Entertainer Fees on the platform, with the amendment that if any if you (as an Entertainer) opt to have the Entertainer Fee distributed to you from Surreal for a particular performance, at a time that is sooner than the Entertainer Fee being paid by the Hirer to Surreal, that same Entertainer Fee for that particular performance is now due and payable by the Hirer to Surreal instead of to the Entertainer.
- (3) Surreal may, at its own discretion, make Fast Track Payments available to Entertainers for some performances and not for others
- (4) Surreal maintains all rights to revoke access to this product and your eligibility to access this product, at any time, at its discretion
- (5) Fast Track Payments alters the flow of Fees between Hirers and Entertainers, allowing the Entertainer, and their agents, as is the case, to have the Entertainer Fee distributed to them at a time that is before the normal distribution of the Fee from that particular eligible Hirer.
- (6) The Hirer maintains obligation to pay and maintains liability for the Entertainer Fee including when the Entertainer Fee has been distributed to the Entertainer via a Fast Track Payment, the only difference being who the Entertainer Fee is payable to in the event of a Fast Track Payment being opted into by an Entertainer, in which case the Entertainer Fee then becomes payable to Surreal.
- (7) If you opt in for Fast Track Payments, the Hirer no longer has the right to pay that Entertainer Fee for that particular Performance via any other method than via the in-platform raised invoice, which directs that Entertainer Fee to Surreal at the bank account stipulated at the bottom of the invoice.
- (8) You must refund any monies paid to you that were paid erroneously in relation to Fast Track Payments.
- (9) Surreal retains the right to retain your Entertainer Fee from other performances on the platform in the event that any fees paid to you erroneously.
- (10) Surreal may make Fast Track Payments available to Entertainers and Hirers at its discretion from time to time
- (11) Surreal offers Fast Track Payments for a fee, the fee will be displayed on the platform, and this fee for providing this service is non-refundable
- (12) If you opt in for Fast Track Payments, you are committing to being paid via the Fast Track Payment method and incurring the service fee for doing so.
- (13) If you have opted in for Fast Track Payment, and
 - (a) the the payment is being processed, you cannot opt out
 - (b) the payment is cued and not yet processed, you can opt out
- (14) we make no representations to the accuracy of that information of the payment status (as indicated in 13(f)(iv)(10) above, in case of delay or network connection), and your ability to opt out may not be granted

(15) Surreal processes Fast Track Payments daily, or instantly where Instant Payments are available, with the aim of distributing funds as soon as possible to Entertainers. You acknowledge that any version of Fast Track Payments does not strictly infer an instant payment to your bank account, and that Surreal makes no representations to the timing of its own distribution of Entertainer Fee, or the receiving of Entertainer Fee by your bank.

(16) Fast Track Payments refers to Surreal's timing of the distribution of the Entertainer Fee, not the time which the Entertainer Fee arrives in the specified Bank Account of the Entertainer. You acknowledge and agree that the arrival of Entertainer Fee to your bank account may be affected by certain banks own processes, and processing timelines.

(17) Surreal is not liable for

(a) any rejection of payments by either it's own bank, or by the recipient's bank for any Fast Track Payment

(b) the timing, or consequences of the timing of failed or rejected payments for any Fast Track Payment

(c) any fault in the transfer or distribution of funds process for any Fast Track Payment, including but not limited to its own financial system, own bank, other intermediaries, banks or payment gateways used to transfer or distribute funds for any Fast Track Payment.

(18) Entertainers and Agents acknowledge and agreed that:

(a) Surreal makes no legal representation on the timing of funds being distributed or the time of funds arriving to the Entertainer or agent for a Fast Track Payment, and

(b) Surreal has done it's best to communicate accurate timing of Fast Track Payment in the market, and these are to be used as guides by any party opting to use Fast Track Payments

(v) Not all Entertainers will qualify for Fast Track Payments, and the qualification or eligibility for Fast Track Payments is at Muso's sole discretion and can be revoked at any time.

(g) Set Time Adjustments

(i) The Platform may allow Entertainers to submit requests to adjust set times, performance durations or related performance details for an Event ("Set Time Adjustments").

(ii) You acknowledge and agree that:

(1) all Set Time Adjustments are initiated by Users and are not generated, verified or independently assessed by Surreal;

(2) any Set Time Adjustment must be reviewed and approved by the relevant User(s) responsible for approving performances and/or making payment for the performance, or by the User who received the services, as applicable, before any invoice is generated or amended; and

(3) approval of a Set Time Adjustment constitutes confirmation by the approving User that the adjusted details are accurate and accepted for the purposes of payment.

(iii) Surreal does not warrant, represent or guarantee the accuracy, completeness or correctness of any Set Time Adjustment submitted by an Entertainer or approved by another User.

(iv) To the maximum extent permitted by law, Surreal accepts no responsibility or liability for any underpayment, overpayment, miscalculation, dispute, loss or adjustment arising from or in connection with:

- (1) any Set Time Adjustment submitted by an Entertainer;
- (2) the approval or rejection of a Set Time Adjustment by any User; or
- (3) any payment made on the basis of an approved Set Time Adjustment.

(v) You agree that any dispute, error or correction relating to a Set Time Adjustment is a matter solely between the relevant Users.

(vi) You unconditionally and irrevocably indemnify Surreal from and against all Liabilities that Surreal may suffer or incur arising from or in connection with any Set Time Adjustment, including where a Set Time Adjustment results in an Entertainer being overpaid or underpaid, regardless of whether the adjustment was approved by another User through the Platform.

(vii) Notwithstanding the above, Surreal may, at its discretion, contact Users to assist with the clarification or correction of any Set Time Adjustment or related payment issue; however, Surreal has no obligation to do so and any such assistance does not create any responsibility, liability or obligation on the part of Surreal.

11. Surreal Payment Errors

- (a) In the event that Surreal erroneously pays a supplier (Entertainer or Entertainer Agent) a fee for a performance erroneously (**Surreal Payment Error**), the Entertainer or Entertainer Agent is obligated to immediately return the monies paid to them erroneously once recognised, or within 3 business days of notification from Surreal.
- (b) Surreal reserves the right to recall the monies paid to the supplier by any means necessary, including reducing any future payments to the supplier, up to the amounts erroneously paid plus the relevant interest rate at the time.

12. Intellectual Property

- (a) Intellectual Property Rights in the Services, the Platform and its content and information are owned by us.
- (b) Without the express written permission from us, you warrant that you will not:
 - (i) replicate or help another party replicate all or part of the Services and the Platform in anyway; and
 - (ii) incorporate all or part of the Services and the Platform in any other webpage, site, application or other digital or non-digital format.
- (c) You agree to indemnify us from all Liabilities that we may suffer or incur in respect to the use or conduct in connection with the use of the Services and the Platform including you breaching this warranty.

13. Third Party Websites and Advertising

- (a) The Services and the Platform may contain information and advertising from third parties. You consent to receiving this information as part of using the Services and the Platform.
- (b) We are not:
 - (i) responsible for any information transmitted by third parties;
 - (ii) liable for any reliance you make upon the information conveyed by third parties; or
 - (iii) responsible for the accuracy of any advertisements on the Platform.

- (d) You consent to allow us to use your Content including your star-rating on your profile for marketing and advertisement purposes within the Platform or external to the Platform which may include various social media sites, platforms or directories.

14. Feedback and Rating

- (a) A feedback and rating system may be made available on the Platform to allow you and other Users to give feedback, comment and rate on the organisation of the Event and the performance by you at the Event.
- (b) We reserve the right, at our absolute discretion, to delete, remove or modify any feedback or ratings on the Platform as we deemed appropriate.
- (c) You acknowledge and agree:
 - (i) we accept no responsibility for any Liabilities that may arise in connection with any feedback and ratings that you and other Users posted on the Platform;
 - (ii) to release and indemnify us from all Liabilities we may suffer or incur in respect to any feedback or ratings posted by you on the Platform; and
 - (iii) we may, at our absolute discretion and without any notice to you, immediately cancel or suspend your account on the Platform as we deemed appropriate in respect of any feedback or ratings posted by you on the Platform.
 - (iv) we are not required to fulfil a request to delete or suspend your account or its relevant information at your request, unless required by the law of your jurisdiction.

15. Limitation of Liability and Indemnity

- (a) You acknowledge and agree:
 - (i) using the Services and the Platform is at your own risk; and
 - (ii) we are not responsible for the conduct or activities of other Users on the Platform under any circumstances.
- (b) You are liable for all taxation Liabilities and other contribution Liabilities (including but not limited to superannuation and pension payments) that may arise from your engagement with other Users in relation to the holding of an Event and the performance at that Event.
- (c) We accept no responsibility or liability for any taxation Liabilities, or other contribution Liabilities (including but not limited to superannuation and pension payments) that may arise from your engagement with other Users in relation to the holding of an Event and the performance at that Event.
- (d) You unconditionally and irrevocably undertake to indemnify us against all Liabilities that we may suffer or incur in respect of any use or conduct in connection with the Services and the Platform including any breach of this agreement.

16. Privacy Policy

- (a) You acknowledge and accept:
 - (i) the Privacy Policy as posted on the Platform;
 - (ii) you have read and understood the Privacy Policy; and
 - (ii) that the Privacy Policy forms part of this agreement.
- (b) You agree not to do anything that may obstruct or compromise our responsibilities under the Privacy Policy.
- (c) We may amend or update the Privacy Policy from time to time without notice to you and by continuing to use the Platform you hereby accept the amendment and any updates of the Privacy Policy.

17. Complaints and Disputes

- (a) We reserve the right to remove any of your Content from the Platform which is the subject of a complaint by any person irrespective of whether that complaint is justified or not.
- (b) You agree to immediately remove any of your Content from the Platform upon being notified by us.
- (c) You must immediately notify us if you are aware of a complaint against any of your Content or that you have a complaint against another Users. You can send us an email to info@muso.live or notify@surreal.live (when available) to notify us of the complaint.
- (d) You must immediately notify us if there is a dispute between you and other Users in respect to the use or conduct in connection with the Services and the Platform.
- (e) We encourage you to resolve any dispute with other Users in good faith and you:
 - (i) must co-operate and make a genuine attempt to resolve any dispute with other Users in respect to the use or conduct in connection with the Services and the Platform; and
 - (ii) acknowledge that we are not able to assist or involve ourselves in any dispute between the parties in relation to but not limited to the use of the Services and the Platform or the holding of the Event and the performance at that Event and the payment of the Entertainer Fee.
- (f) If you and us have a dispute, the following dispute resolution is followed:
 - (i) a party claiming that a dispute has arisen must give the other party notice of the dispute setting out the details of the dispute and the reasons why that party believes the dispute has arisen ("Dispute Notice");
 - (ii) when the Dispute Notice is given, the parties must co-operate and make a genuine attempt to resolve the dispute. If after 30 days, the dispute is still not resolved then the dispute must be referred to mediation;
 - (iii) if the parties fail to resolve the dispute at mediation after 90 days of being referred to mediation, each party may commence court proceedings; and
 - (iv) either party may at any time take court proceedings or seek remedies before any court or tribunal of competent jurisdiction for interim or interlocutory remedies in relation to the dispute.

18. Termination

- (a) We may, at our absolute discretion, terminate your account at any time for any reason by notifying you by email.
- (b) You may terminate your account and this agreement at any time for any reason by notifying us by email.
- (c) If your account is terminated, cancelled or suspended you:
 - (i) are no longer permitted to use the Services and the Platform; and
 - (ii) will continue to be subject to all obligations imposed on you by this agreement.

19. Notices

- (a) You can send notices, enquires, complaints to us by email at info@muso.live or notify@surreal.live (when available).
- (b) All notices and correspondences from us to you will be sent by email to your email address. It is your responsibility to ensure your email address and contact details are up to date in your account.

20. General

- (a) This agreement is governed by the law of the country that you ordinarily reside and have registered an account with us and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that country unless otherwise specified in the Country Specific Terms.
- (b) Any indemnity or any obligation under this agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this agreement.
- (c) We may assign our rights and obligations under this agreement and may subcontract the performance of any of our obligations in our absolute discretion.
- (d) This agreement is subject to any separate arrangement, agreement or contract that we may have with you in respect to the use or conduct in connection with the Services and the Platform (referred to as the "Bespoke Agreement"). If there is any inconsistency between the terms of this agreement and the Bespoke Agreement, the terms of the Bespoke Agreement shall prevail. The parties acknowledge the Bespoke Agreement may come into existence after the operation of this agreement.

21. Country Specific Terms

- (a) If you ordinarily reside and have registered an account with us in a country that is listed in the Annexure then the Country Specific Terms for that country shall apply to you in addition to the terms of this agreement.
- (b) If there is any inconsistency between the terms of this agreement and the Country Specific Terms of the relevant country, the Country Specific Terms of that relevant country shall prevail. We may amend or update the Country Specific Terms of any of the relevant country from time to time without notice to you and by continue to use the Platform you hereby accept the amendment and any updates of these Country Specific Terms.

ANNEXURE – COUNTRY SPECIFIC TERMS

1. Australia

If you ordinarily reside and have registered an account with us in Australia then the following terms will also apply to you or may vary this agreement to the extent specified:

- a. reference to Surreal Fees, Entertainer Fee or GST is in currency of Australia (A\$);
- b. reference to Tax means the goods and services tax payable in accordance with A *New Tax System (Goods and Services Tax) Act 1999* (Cth);
- c. reference to clause 16, if the parties cannot agree on a mediator within 7 days after the dispute is referred to mediation, the President of the Law Institute of Victoria will appoint a mediator. The parties must equally pay the costs of the mediator;
- d. this agreement is governed by the law of the State of Victoria, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia; and
- e. you acknowledge and agree that under the *Superannuation Guarantee (Administration) Act 1992* (Cth):
 - (i) that you (whether as a Hirer, Hirer Agent, Entertainer or Entertainer Agent) will fully comply with any obligations that you might have under the *Superannuation Guarantee (Administration) Act 1992* (Cth) regarding the payment of pension contribution to the Entertainer if applicable.
 - (ii) the Hirer, Hirer Agent or Entertainer Agent (as is the case) is liable to pay the Entertainer's superannuation guarantee contribution (if required) and such contribution must be paid directly via the Entertainer's superannuation fund account by the due date;
 - (iii) it is the responsibility of the Entertainer to make sure that the correct superannuation guarantee contribution is paid by the Hirer, Hirer Agent or Entertainer Agent (as is the case); and
 - (iv) you agree to indemnify us from all Liabilities that we may suffer or incurred if you fail to comply with any of your obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

2. United Kingdom Terms

If you ordinarily reside and have registered an account with us in the United Kingdom then the following terms will also apply to you or may vary this agreement to the extent specified:

- a. in the definition of **Surreal** the reference to "Musos – We Hear You Pty Ltd ACN 612 338 011" is deleted and replaced with "Musos – We Hear You Limited" being a company registered in England and Wales under Company Number 13962649 with its registered office at 12 Leyden Street, London E1 7LL United Kingdom, email info@musos.live or notify@surreal.live and VAT Number 412 4386 19
- b. reference to Surreal Fees, Entertainer Fee or GST is in the currency of Great Britain Pound (£);
- c. reference to Tax means the value added tax in accordance with the provisions of the *Value Added Tax Act 1994* ("VAT");
- d. reference to clause 16 the follows terms will apply:
 - (i) mediation of dispute must be in accordance with the CEDR's Model Mediation Procedure (Centre for Effective Dispute Resolution in London, United Kingdom);
 - (ii) if the parties fail to resolve the dispute at mediation after 90 days of being referred to mediation, the dispute must then be referred to an arbitrator as agreed between the parties or failing such agreement as may be nominated by the President of the Law Society of England and Wales upon application of either party. The decision of the arbitrator shall be final and binding on both parties. The parties must equally pay the costs of the arbitrator.
- e. this agreement is governed by the law of England and Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England and Wales; and
- f. you acknowledge and agree that you (whether as a Hirer, Hirer Agent, Entertainer or Entertainer Agent) will fully comply with any obligations that you might have under the *Pension Act 2008* regarding the payment of pension contribution to the Entertainer if

applicable. You agree to indemnify us from all Liabilities that we may suffer or incurred if you fail to comply with any of your obligations under the *Pension Act 2008*.

3. **New Zealand Terms**

If you ordinarily reside and have registered an account with us in New Zealand then the following terms will also apply to you or may vary this agreement to the extent specified:

- a. In the definition of **Surreal** the reference to "Muso – We Hear You Pty Ltd ACN 612 338 011" is deleted and replaced with "Muso - We Hear You Limited NZBN 9429050788026" being a company registered in New Zealand in accordance with the New Zealand Companies Act 1993 with its registered office at 2-4, 318 Lambton Quay, Wellington, 6011, NZ, Wellington, 6011, NZ , email info@muso.live or notify@surreal.live and GST Number 136-753-487 ;
- b. reference to Surreal Fees, Entertainer Fee or Tax is in the currency of New Zealand (NZ\$);
- c. reference to Tax means the tax on the value of goods and services supplied in accordance with the provisions of the *New Zealand Goods and Services Tax Act 1985*;
- d. reference to clause 16, if the parties cannot agree on a mediator within 7 days after the dispute is referred to mediation, the President of the Law Society of New Zealand will appoint a mediator. The parties must equally pay the costs of the mediator;
- e. this agreement is governed by the law of New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand;
- f. Hirers in New Zealand are responsible to ensure the tax withholding requirement when paying entertainers is compliant to local tax regulations and acknowledges that it is their requirement to withhold, or organise for another party to withhold, as is the case. Surreal bares no responsibility, liability or responsibility for any non-compliance of the Hirer in this action and makes no representation to aiding in this function unless otherwise specified in writing between Surreal and the Hirer.
- g. You (all users), agree to indemnify us (Surreal) from all Liabilities that we may suffer or incur in respect to the use or conduct in connection with the Platform including any infringement of any tax withholding requirement.
- h. you acknowledge and agree that you (whether as a Hirer, Hirer Agent, Entertainer or Entertainer Agent) will fully comply with any obligations that you might have under the *KiwiSaver Act 2006* regarding the payment of the employer's compulsory superannuation payment to the Entertainer if applicable. You agree to indemnify us from all Liabilities that we may suffer or incurred if you fail to comply with any of your obligations under the *KiwiSaver Act 2006*.