Payments and Payout Protection Policy

COLLABOR TECHNOLOGIES LTD

Company number 16888312 | Registered in England and Wales

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1. About this Policy

This Payments and Payout Protection Policy (Policy) explains how funding, Platform balances, Campaign allocation, releases, payouts, fees, Taxes, refunds, chargebacks, reserves, failed payments and payment disputes operate on the Collabor Platform.

It applies to Brands, Agencies and Creators and forms part of the Brand Platform Agreement and Creator Platform Agreement. Campaign-specific payment obligations are also governed by the applicable Brand–Creator contract. If documents conflict, this Policy governs Collabor's payment administration and Platform ledgers; the Campaign contract governs the underlying creative services and rights between Brand and Creator, except that it cannot alter Collabor's payment mechanics without Collabor's written agreement.

2. Legal roles

2.1 Collabor as merchant of record

For payments processed under the configured Stripe Connect model, COLLABOR TECHNOLOGIES LTD (Collabor, we, us or our) is the merchant of record for the payment transaction. Collabor is responsible to Stripe for applicable Provider Charges, refunds, payment disputes and chargebacks. Collabor will be identified as required on the payment page, receipt, statement descriptor or other transaction record.

Collabor's payment role does not make Collabor the employer of a Creator or the producer of the Deliverables. The Brand or Agency and Creator remain parties to the contract for the creative services, Deliverables and content rights. Collabor nevertheless remains responsible for the express payment-administration obligations it accepts in this Policy and must not rely on its Platform-only role to avoid those obligations.

2.2 Stripe and other Payment Providers

Stripe and any replacement or additional payment provider supply payment processing, connected-account, identity-verification, balance, transfer and payout infrastructure (Payment Provider). Use of those services is subject to the applicable Payment Provider terms and privacy notices. Stripe is not a party to the Campaign contract and does not decide whether creative work complies with a brief.

Payment Provider rules may affect supported countries, payment methods, settlement, identity checks, reserves, payout schedules, statement descriptors, refunds and chargebacks. If a mandatory Payment Provider rule conflicts with an operational statement in this Policy, Collabor will apply the mandatory rule and notify affected users where reasonably practicable.

2.3 No escrow, deposit or insurance

Payment Protection is a contractual Platform process. It is not regulated escrow, a trust arrangement, a bank deposit, savings product, investment, insurance policy or guarantee that every payment, Campaign or payout will succeed. No interest is payable on a Platform balance.

3. Definitions

"Allocated Funds" means the part of an organisation's cleared Unallocated Platform Balance assigned to an activated Campaign, Deliverable or Milestone and made unavailable for other use pending a Release

Event, refund, reversal or dispute decision.

“Automatic Approval Period” means seven calendar days after a valid Deliverable submission, unless a different period was expressly agreed before activation.

“Brand” means the business, organisation or Agency that funds or administers a Campaign through the Platform.

“Campaign Fee” means the gross amount agreed for Creator services, Deliverables and rights, excluding Platform Fees and Taxes unless the activation screen expressly states otherwise.

“Creator Balance” means the informational Platform ledger showing amounts credited after a Release Event, subject to settlement, reserves, reversals and this Policy.

“Platform Fee” means the fee charged by Collabor for Platform access, payment protection and related services, ordinarily between 2% and 15% as shown or agreed before the relevant funding or activation.

“Payment Protection” means the contractual allocation, approval, release, refund and Platform dispute process described in this Policy.

“Provider Charges” means processing, Connect, payout, dispute, foreign-exchange, banking and other charges imposed on Collabor by a Payment Provider.

“Release Event” means an approval, automatic approval, joint instruction or Collabor payment-dispute decision authorising Allocated Funds to be credited to the Creator Balance.

“Reserve” means an amount temporarily restricted from refund, transfer or payout to manage an evidenced risk of fraud, reversal, chargeback, sanctions breach, failed payment or negative balance.

“Taxes” means VAT, GST, sales, use, withholding, income, digital-services and similar taxes, duties or governmental charges.

“Unallocated Platform Balance” means the informational ledger showing cleared funds paid by a Brand or Agency that remain available for eligible Campaigns on that organisation’s account and have not been allocated to an activated Deliverable or Milestone.

4. Funding an Unallocated Platform Balance

4.1 Approved funding methods

A Brand or Agency may add funds through a payment method and currency supported by Collabor and the Payment Provider. The person initiating funding warrants that they are authorised to use the payment method and that the source of funds is lawful.

A payment is not treated as cleared merely because it appears as pending or is provisionally displayed on the Platform. Collabor may wait for settlement, authentication, fraud screening or confirmation from the Payment Provider before making the amount available for Campaign activation.

4.2 Nature and permitted use of the balance

Cleared unallocated funds may be used across eligible Campaigns operated from the same organisation account. They are not assigned to a Creator or Campaign until the Brand activates the relevant Deliverable or Milestone. The Unallocated Platform Balance cannot be sold, transferred to another user, used outside the Platform, converted into interest-bearing value or withdrawn in cash.

The balance is intended only as an operational record for future Collabor Campaign payments. It is not a personal bank account. A Brand’s right to recover unspent funds is limited to the refund process in clause 10 and remains subject to settlement, chargebacks, Reserves, sanctions and applicable law.

4.3 Funding limits and monitoring

Collabor may impose minimum or maximum funding amounts, transaction limits, balance limits, additional verification or restrictions based on account history, country, currency, Campaign activity, fraud risk, Payment Provider requirements or law. Collabor may reject or reverse unauthorised, mistaken, suspicious, duplicated or unsupported funding.

5. Campaign activation and allocation

A Creator or Deliverable cannot be activated unless the organisation's cleared Unallocated Platform Balance is sufficient to cover the applicable Campaign Fee, Platform Fee and Taxes shown at activation. When activation is confirmed, the required amount is deducted from the Unallocated Platform Balance and becomes Allocated Funds associated with that Campaign or Milestone.

Allocated Funds cannot be used for another Campaign or returned on demand. They remain pending release until a Release Event, agreed cancellation, refund decision or final Platform dispute allocation. The Platform may support partial or Milestone allocations, in which case each funded Milestone must identify the Deliverable, deadline, revision entitlement and amount.

The activation record, Campaign schedule, accepted fee, Platform messages and timestamps form evidence of the allocation. A Brand must review them before confirming activation.

6. What Payment Protection covers

Subject to this Policy, Payment Protection means that Collabor will:

- record cleared unallocated and allocated amounts through Platform ledgers;
- prevent Allocated Funds from being used for another Campaign while they remain pending release;
- apply the agreed approval, revision and Release Event process;
- pause unreleased Allocated Funds when a valid Platform dispute is opened;
- review relevant Platform evidence and make an administrative allocation decision where necessary; and

instruct or make available refunds, transfers or Creator payouts in accordance with this Policy and Payment Provider requirements.

Payment Protection does not guarantee creative quality, Campaign performance, uninterrupted social-platform availability, recovery from fraud or insolvency, reversal of a completed payout, or that a card issuer will reject a chargeback.

7. Submission, approval and Release Events

7.1 Valid submission

A Creator must submit the Deliverable through the designated Campaign workflow, identify the relevant Milestone and provide any required files, links, publication evidence or analytics. A submission is valid when it is materially complete, accessible, in the required format and marked ready for Brand review.

7.2 Brand review

During the Automatic Approval Period, the Brand must approve the submission, request an included and in-scope revision, or open a Platform dispute with specific reasons and supporting evidence. A valid revision request pauses the period until the Creator resubmits. A request for new or materially different work is a variation and does not pause payment unless the Creator accepts it.

7.3 Release Events

Allocated Funds may be released when:

- the Brand expressly approves the Deliverable through the Platform;

- the Automatic Approval Period expires without approval, a valid revision request or a Platform dispute;
- Brand and Creator jointly instruct an allocation or release; or

Collabor makes a final administrative payment decision after reviewing a Platform dispute.

A Release Event confirms payment approval for Platform purposes. It does not waive concealed fraud, infringement, duplicate payment, manifest error or another breach that could not reasonably have been identified during review.

8. Creator Balance and payouts

8.1 Payout eligibility

A Creator must be at least 18, located in a supported jurisdiction, complete all required identity, business, sanctions, tax and connected-account checks, and provide an external payout account they are authorised to use. Collabor may restrict Campaign acceptance or payout until verification is complete.

8.2 Payout timing

Following a Release Event, Collabor intends to initiate or make the released amount available for payout within 14 calendar days. This is an operational target, not a guaranteed bank-receipt deadline. Settlement, verification, Reserves, fraud, sanctions screening, Payment Provider restrictions, bank holidays and banking networks may extend the time.

A payout is complete when the Payment Provider confirms the transfer to the Creator's nominated bank account. A displayed Creator Balance reflects funds available for payout and is not itself a bank deposit or a guarantee that a payout has settled.

8.3 Failed or returned payouts

If a payout fails or is returned because of incorrect or closed bank details, unsupported currency, verification failure, recipient-bank rejection or another issue, Collabor may return the amount to the Creator Balance, request corrected information and retry when permitted. The Creator must promptly update inaccurate payout information.

9. Fees, Provider Charges and Taxes

9.1 Platform Fee

The applicable Platform Fee is shown or agreed before funding or activation and ordinarily ranges from 2% to 15%, depending on the organisation’s subscription, package or commercial arrangement. Unless Collabor expressly agrees otherwise, the Platform Fee becomes earned and non-refundable when the deliverables are activated.

9.2 Provider Charges

Collabor is responsible to the Payment Provider for Provider Charges. Collabor does not separately charge Brands, Agencies or Creators for ordinary payment processing, Connect or payout charges; those costs are included in the Platform Fee. Any future change to that approach must be clearly disclosed within 30 days' notice before it applies and will not retrospectively alter an active Campaign.

When returning an unspent Unallocated Platform Balance, Collabor may deduct only an external payment or foreign-exchange cost that the Payment Provider does not return and that Collabor is lawfully entitled to pass on. Any deduction will be explained before or when the refund is processed. Collabor will not add a separate administrative refund fee unless it is introduced prospectively with clear notice.

9.3 Taxes and transaction documents

Collabor is not currently registered for UK VAT. If Collabor becomes required to charge VAT or another Tax, the applicable Tax will be added from the legally required date. Brands, Agencies and Creators remain responsible for their own tax registrations, filings, withholding, reverse-charge and income obligations.

The Platform may provide receipts, transaction statements, self-billing documents or invoices as applicable to the legally approved accounting structure. Each user must check its documents and promptly report an error.

Collabor is not a tax adviser. Receipts, transaction statements, self-billing documents and invoices generated through the Platform are administrative records only; they are not tax advice and Collabor does not warrant that they reflect any individual's or organisation's correct tax treatment. Each Brand, Agency and Creator is solely responsible for determining, declaring and paying the Taxes that apply to them and for obtaining independent professional advice.

10. Refunds and cancellation

10.1 Refund of unspent funds

An organisation may request the return of cleared, unallocated and undisputed funds. Refund requests are processed manually unless the Platform introduces an automated workflow. Refunds will ordinarily be made to the original payment method and may be delayed or divided where necessary to match the original transactions, settlement records, payment limits or Payment Provider requirements.

Collabor may refuse or delay a refund while funds are pending, allocated, reserved, disputed, subject to a chargeback or sanctions restriction, or required to cover an outstanding negative balance. No refund is available to a different person or bank account merely because the organisation requests it.

10.2 Before and after activation

Before activation, proposed work may be cancelled or renegotiated and no Creator Fee is allocated. Unallocated funds remain available for other Campaigns or may be refunded under clause 10.1.

After activation, Allocated Funds are governed by the Campaign contract, cancellation rules and Platform dispute process. The Brand cannot reclaim Allocated Funds merely because it changes its mind. Platform Fees are ordinarily non-refundable after activation. Amounts for approved or completed Milestones remain payable, subject to fraud, manifest error, Payment Provider rules and applicable law.

10.3 Released amounts

A validly released amount is ordinarily final and non-refundable. It may nevertheless be withheld, reversed or recovered where required by law or Payment Provider rules, where the Creator agrees, or where there is fraud, duplicate payment, manifest error, invalid submission, chargeback, sanctions issue, serious breach or a final dispute outcome permitting recovery.

11. Chargebacks, reversals and negative balances

11.1 Collabor’s responsibility to Stripe

As merchant of record, Collabor is responsible to Stripe for chargebacks, refunds, Payment Provider dispute fees and negative balances arising from Platform payments. This responsibility to Stripe does not prevent Collabor from recovering a loss contractually from the Brand, Agency or Creator whose payment method, fraud, breach or conduct caused it.

11.2 Brand and Agency responsibility

A Brand or Agency must use the Platform dispute process and must not initiate a chargeback as a substitute for resolving a creative or contractual disagreement. If an unauthorised, unjustified or unsuccessful chargeback, failed payment or reversal is attributable to the Brand, Agency, its client or payment method, that organisation remains liable for the affected amount and any reasonable external dispute cost.

Collabor may use an Unallocated Platform Balance, require a replacement payment, suspend Campaign activation, restrict the account or set off amounts otherwise returnable to recover a Brand-side negative balance, subject to law and reasonable notice.

11.3 Creator responsibility

If a chargeback, refund or reversal results from Creator fraud, duplicate billing, material non-performance, unauthorised content or another Creator breach, Collabor may pause an unpaid amount, reverse a transfer where technically possible, deduct the amount from the Creator Balance or future payouts, establish a negative balance or require repayment. Collabor will explain the basis and consider relevant evidence.

A Creator is not ordinarily responsible for a chargeback caused solely by Brand payment fraud, Brand insolvency or unauthorised use where the Creator acted in good faith and performed the Campaign, except where law, the Payment Provider's mandatory allocation or the Campaign terms require otherwise.

12. Reserves, holds and risk controls

Collabor or the Payment Provider may apply a proportionate Reserve, delay a refund or payout, or restrict account functions where reasonably necessary because of:

- a new or unverified account, identity or banking discrepancy;
- unusual transaction volume, value, velocity or Campaign activity;
- a history or material risk of refunds, cancellations, disputes or chargebacks;
- suspected fraud, sanctions exposure, money laundering, account compromise or unauthorised payment;
- an outstanding Platform dispute, court order, regulatory request or Payment Provider instruction; or

a negative balance or anticipated liability that available funds may not cover.

The amount and duration should be no greater than reasonably required by the identified risk, subject to mandatory Payment Provider rules. Collabor may request information, release all or part of a Reserve when the risk reduces, or apply it to a refund, chargeback or other amount properly due.

13. Platform payment disputes

Before opening a dispute, Brand and Creator should make a reasonable good-faith attempt to resolve the issue through Platform messages. A dispute must be raised through the designated support process promptly and, where reasonably possible, before the Allocated Funds are released.

Collabor may pause unreleased Allocated Funds and review the accepted Campaign terms, briefs, uploaded contracts, files, submissions, revisions, publication links, messages, timestamps, approval records, analytics and transaction history. Users authorise that access for payment administration, fraud prevention and dispute resolution as described in the Platform Agreements and Privacy Notice.

Collabor may facilitate settlement, split or allocate unreleased funds, approve a refund, reject a refund request or permit a release. This is an administrative Platform decision, not arbitration or a court judgment, and does not finally determine the parties' wider legal rights. Collabor may continue to apply its decision unless the parties jointly instruct otherwise, a court directs otherwise or law requires a change.

14. Insolvency and safeguarding statements

14.1 Payment Provider treatment

Platform payments are processed through Stripe or another Payment Provider under the configured merchant and connected-account structure. The legal treatment of funds, any regulatory safeguarding and the effect of a Payment Provider insolvency are governed by applicable law and the relevant Payment Provider terms. Collabor does not promise Financial Services Compensation Scheme protection or any other compensation-scheme coverage unless expressly confirmed in writing by the responsible regulated institution.

14.2 Collabor insolvency

If Collabor becomes insolvent or ceases operating, the treatment, availability and return of unreleased funds will depend on the live Stripe structure, ownership and allocation records, applicable payment-services and insolvency law, and any directions of the Payment Provider, insolvency practitioner, regulator or court. This Policy does not promise that a user has a trust, proprietary or priority claim over a Platform balance.

Collabor will maintain transaction and allocation records intended to identify unallocated, allocated, released, refunded and disputed amounts and will cooperate with the Payment Provider and any lawful insolvency process. No user should leave more unallocated value on the Platform, or leave it for longer, than reasonably required for anticipated Campaign activity.

14.3 User insolvency

If a Brand, Agency or Creator becomes insolvent, Collabor may pause transactions, request instructions or authority evidence, preserve funds, set off amounts where legally permitted and follow directions from the Payment Provider, insolvency practitioner, regulator or court. Existing payment, refund, chargeback and confidentiality obligations continue to the extent permitted by law.

15. Prohibited payment activity

Users must not use the Platform to launder money, test stolen cards, disguise the source or purpose of funds, evade sanctions or Taxes, conduct sham Campaigns, obtain cash advances, transfer value between unrelated parties, process prohibited goods or services, manipulate currency conversion, or avoid Platform Fees. Collabor may reject, report, freeze, reverse or investigate activity where permitted or required by law or Payment Provider rules.

16. Records and communications

Platform ledgers, receipts, Payment Provider records, acceptance logs, Campaign schedules, messages and timestamps are evidence of payment events but may be corrected for manifest or technical error. Users should download and retain records required for accounting, tax or legal purposes.

Payment notices may be sent to the account email address or displayed through the Platform. Users must keep legal names, addresses, tax status, contact details, payment methods and payout accounts current. A user must report a suspected payment error, unauthorised transaction or compromised account promptly through the published support process.

17. Changes to this Policy

Collabor may update this Policy for legal, regulatory, tax, security, Payment Provider, product or commercial reasons. Material changes will be notified in advance where reasonably practicable. A change will not retrospectively reduce a Creator Fee or expand a Brand's payment obligation for an already activated Campaign unless required by law, the Payment Provider or accepted by the affected parties.

18. Governing law and contact

This Policy and related non-contractual obligations are governed by the laws of England and Wales. Subject to mandatory rights that cannot be waived, the courts of England and Wales have exclusive jurisdiction. Campaign disputes between Brand and Creator remain subject to the governing law in their Campaign contract.

COLLABOR TECHNOLOGIES LTD is incorporated in England and Wales with company number 16888312. Registered office: Egerton Mill, 25–27 Egerton Street, Chester, United Kingdom, CH1 3ND. Payment and legal notices should be sent through the support process or to the legal-notice email address most recently published on the Platform.