# CONFERRO

## Payment and Milestone Terms

**Operator:** Zner Ventures AG, c/o Andrin Renz, Chamerstrasse 175, 6300 Zug, Switzerland **Effective date:** 10 November 2026 **Version:** 1.1

These Payment and Milestone Terms (**Payment Terms**) govern Payments, payment protection, Case Step approval, clearance, payouts, cancellations, refunds, no-shows, internal disputes, and chargebacks for services arranged through Conferro.

They form part of the Conferro Terms of Service and, where relevant, the direct Service Contract between the Client and Consultant.

## 1. Payment provider and scope

Conferro currently uses Stripe to process Client card Payments and administer eligible Consultant transfers. Conferro may use or add another approved payment or payout provider where reasonably necessary.

The provider's own terms, privacy notice, identity checks, country eligibility, sanctions controls, fraud rules, reserves, payment-method rules, and banking requirements also apply. A provider may refuse, delay, reverse, or restrict a Payment or payout.

These Payment Terms apply only to transactions processed through Conferro. Conferro payment protection, refund administration, and internal payment dispute assistance do not apply to off-Platform payments.

## 2. No regulated escrow, bank, or trust account

Conferro provides a conditional payment administration process. Conferro does not represent that it operates a regulated escrow service, bank account, deposit account, or trust account.

When the Platform describes money as **funded**, **held**, **secured**, **protected**, **pending**, or **in payment protection**, this means that a Payment has been processed through the applicable provider and remains subject to the release, refund, dispute, provider, and legal conditions stated in these Payment Terms.

Funds may be held in an account or balance administered by the payment provider. They are not held in a personal bank account belonging to the Consultant.

## 3. Currency, prices, and minimums

The Platform currently processes Payments in United States dollars unless another currency is clearly displayed before payment.

The Client must review the total price before authorizing payment. A bank, card issuer, Payoneer, or other financial provider may apply its own currency conversion, foreign transaction, withdrawal, receiving, or account fees. Conferro does not control those charges or guarantee a conversion rate.

A paid Consultation must meet the minimum amount supported by the Platform and payment provider. The current Platform minimum is USD 0.50 for the calculated Consultation price. Consultants may set an hourly rate of zero for free Consultations or a paid hourly rate of at least USD 3.00.

## 4. Platform Fee

Conferro currently deducts a Platform Fee equal to 10% of the gross Consultant amount for:

- each paid Consultation that becomes payable;
- each approved Case Step that becomes payable; and
- the retained part of a qualifying late Client cancellation.

Unless a different rate is clearly displayed before payment, the Consultant receives 90% of the relevant gross amount before any tax, currency, bank, payout-provider, or legally required adjustment.

The Platform Fee rate is recorded when the Payment is created and is not changed retroactively for that Payment.

# 5. Payment authorization

By making or receiving a Payment, the Client and Consultant authorize Conferro and its providers, to the extent permitted by law and provider rules, to:

- collect and process the Client Payment;
- deduct the Platform Fee;
- hold or delay an eligible amount until a stated condition is met;
- transfer an eligible Consultant amount;
- issue an authorized refund;
- reverse an eligible transfer or recover an amount properly owed;
- offset an amount against a future Consultant payout where permitted;
- freeze qualifying unreleased funds during a dispute or chargeback; and
- obtain and use transaction, identity, fraud, payout, and account information needed to administer the transaction.

# 6. Free Consultations

If a Consultant's hourly rate is zero, the selected Consultation is free. The booking is confirmed without creating a Payment or Stripe Payment Intent.

For a free Consultation:

- no money is collected, held, released, or refunded;
- no Platform Fee is charged;
- the paid-session no-show process does not apply;
- an internal payment dispute cannot be opened because no Payment exists; and
- the Consultation is not eligible for a transaction-based review under the current Platform rules.

Users may still report fraud, harassment, safety concerns, professional misconduct, or other Platform-rule violations to `support@conferro.app`.

# 7. Paid Consultation price and confirmation

The price of a paid Consultation is calculated pro rata from the Consultant's hourly rate and the selected duration, rounded to the nearest cent. The final price is displayed before payment and recorded with the booking.

A paid Consultation booking is confirmed only after successful payment. Until then, a requested slot may remain pending and may expire or be cancelled if checkout is not completed.

The rate recorded for the booking continues to govern that Consultation even if the Consultant later changes the public hourly rate.

# 8. Paid Consultation cancellation

The following cancellation rules apply before the scheduled start time.

## 8.1 Client cancellation more than 12 hours before start

If the Client cancels more than 12 hours before the scheduled start, Conferro initiates a refund of 100% of the Consultation Payment.

### 8.2 Client cancellation 12 hours or less before start

If the Client cancels exactly 12 hours or less before the scheduled start, but before the session begins:

- Conferro initiates a refund of 50% of the Consultation Payment to the Client;
- the remaining 50% is treated as a late-cancellation amount; and
- Conferro deducts its 10% Platform Fee from that late-cancellation amount before the Consultant amount enters clearance.

### 8.3 Consultant cancellation before start

If the Consultant cancels before the scheduled start, Conferro initiates a refund of 100% of the Consultation Payment to the Client, regardless of how close the cancellation is to the start time.

### 8.4 Cancellation after start

A paid confirmed Consultation cannot be cancelled after its scheduled start. If the session has ended, the Client may use the paid no-show or internal payment dispute process where eligible. A session still in progress cannot be reported as a no-show.

An unpaid pending booking may be cancelled without a refund because no successful Payment exists. A free Consultation may be cancelled without any monetary consequence.

## 9. Consultation rescheduling

Before a confirmed Consultation starts, either party may propose a new available time through the Platform. The reschedule becomes effective only when the other party accepts it.

The existing Payment remains linked to the rescheduled booking. If the proposal is declined or expires, the existing booking time remains in effect unless the booking is separately cancelled under Section 8.

## 10. Consultation completion and Client review window

After the scheduled end, the Consultant may request completion. The Consultant cannot validly request completion before the session ends.

If the Consultant does not request completion, the Platform automatically files a completion request 24 hours after the scheduled end.

Once a completion request is filed, the Client has 3 calendar days to:

- approve completion;
- report that the Consultant did not attend, where eligible; or
- raise an eligible internal payment dispute.

If the Client takes no action during those 3 calendar days, the Platform automatically treats the paid Consultation as completed and approved for payment administration. The Consultant amount then enters the 7-day clearance period described in Section 16.

Platform reminders are a convenience. A delayed, blocked, or missing reminder does not extend a deadline shown in the Platform, except where mandatory law requires otherwise or Conferro confirms an extension in writing.

## 11. Paid Consultation no-show process

After the scheduled end, a Client may report that the Consultant did not attend if the paid booking is still confirmed or awaiting completion review and its Payment remains eligible.

The Consultant then has 48 hours from the report to respond:

- **Accept:** the booking is treated as a Consultant no-show and Conferro initiates a full refund of the Consultation Payment to the Client.
- **Contest:** the matter becomes an internal payment dispute and the eligible funds remain frozen pending a decision.
- **No response:** after 48 hours, the Platform treats the report as accepted and initiates a full refund.

A no-show cannot be reported for a free Consultation, before a session has ended, after funds are no longer eligible for reversal, or while the Payment already has an open dispute.

## 12. Starting a paid Case

A paid Case may begin from an accepted bespoke Proposal or from a Consultant's published Offer.

The Client funds the full agreed Case price upfront. For an Offer, the total includes all required Case Steps and any optional Case Steps selected by the Client.

A paid Service Contract forms only after successful funding. Creating a Case record or beginning checkout without successful payment does not make the Case funded.

The Consultant should not begin paid work until the Platform confirms that the Case has been funded.

## 13. Case payment model

The current launch payment model is full funding upfront with release administered per Case Step.

After successful payment, the Platform allocates the funded Case amount across the priced Case Steps included in the accepted Proposal or Offer. A declined optional Case Step is excluded from the funded amount and payment allocation.

Funding the full Case does not mean the Consultant has earned the full amount. Each included Case Step amount remains subject to its own submission, Client approval, dispute, clearance, and payout conditions.

## 14. Case Step submission, changes, and approval

When the Consultant completes a Case Step, the Consultant submits it through the Platform with the agreed deliverable or reasonable evidence of completion.

The Client may:

- expressly approve the Case Step;
- request reasonable changes within the agreed scope; or
- raise an eligible internal payment dispute.

A Case Step does not automatically become approved merely because the Client takes no action. There is no 14-day or other automatic approval period for Case Steps under the current Platform rules.

A change request pauses approval of that Case Step. It must reasonably relate to the accepted scope and cannot be used to demand materially additional work without further agreement. The Consultant may resubmit the Case Step after completing valid changes.

When the Client expressly approves a Case Step, the related amount enters the 7-day clearance period in Section 16.

## 15. Funded Case cancellation and termination

Before a Proposal is accepted and funded, either party may choose not to proceed. An unfunded Case in a new or revision state may be cancelled through available Platform controls.

Once a paid Case is funded and active, the Platform does not ordinarily allow simple cancellation while funds remain held or an active dispute exists. If the parties agree to end the Case, they should record the agreement and contact `support@conferro.app` for the payment action available at that time.

If the parties disagree about completed work or entitlement to the funded amount, either party may use the internal payment dispute process while the Payment remains eligible.

Ending a Case does not automatically reverse amounts already approved or transferred.

# 16. Seven-day clearance period

After a paid Consultation, Case Step, or late-cancellation amount becomes approved for payment, the applicable Consultant amount enters a 7-day clearance period.

During clearance, an eligible internal dispute, chargeback, refund event, provider restriction, sanctions concern, fraud concern, or technical reconciliation issue may pause or change the release.

After the 7-day period, the amount becomes eligible for transfer. Eligibility does not guarantee that the money will reach the Consultant's external account on that day. Payment-provider processing, account verification, reserves, supported countries, bank processing, weekends, holidays, currency conversion, and failed payout details can cause additional delay.

# 17. Consultant payout eligibility and destination

A Consultant must complete every identity, tax, business, sanctions, country, bank, and account check required by Conferro and the applicable provider. The Consultant must provide payout details that belong to the Consultant or the Consultant's lawful business and must keep them accurate.

Conferro does not guarantee that Stripe or another provider will support a Consultant's country, account type, bank, wallet, or receiving-account details.

Providing receiving-account details issued by Payoneer or another financial provider does not by itself create Stripe Connect eligibility, change the Consultant's country of residence or business, or override Stripe's country and cross-border payout restrictions. Such details may be used only if Stripe and Conferro approve the exact account and payout route.

Conferro may require a different supported payout method, delay a payout, return an amount to the Client, or decline a transaction if the payout route cannot be lawfully or technically completed.

# 18. Payment-provider holding limits and long Cases

Payment providers may limit how long funds can remain in a platform or connected-account balance. Those limits may be shorter than the duration of a long Case.

If provider rules prevent Conferro from continuing to administer a funded amount until the agreed release condition, Conferro may, to the extent permitted by law and after reasonable notice:

- refund all or part of the affected amount and ask the Client to authorize a later Payment;
- divide or restructure future Payment stages;
- pause work that has not yet been funded under a compliant replacement arrangement; or
- use another lawful payment or payout method agreed through the Platform.

Conferro will not treat provider holding limits as proof that a Consultant completed work. Any revised arrangement must preserve the parties' recorded entitlement as far as reasonably possible.

# 19. Internal payment disputes

## 19.1 Eligibility and scope

Either the Client or Consultant may open one internal dispute for a Payment while that Payment is in a status that allows Conferro to control qualifying funds. A second internal dispute cannot be opened for the same Payment.

For a Case, the dispute is payment-level. Even if the disagreement concerns one Case Step, opening the dispute freezes every pending or approved amount under that Payment that has not already been transferred or refunded.

Amounts already transferred to a Consultant are not automatically frozen, reversed, or guaranteed to be recoverable through the internal dispute process.

## 19.2 Evidence

Each party has 72 hours from the dispute notice to submit relevant evidence, unless the Platform clearly gives another deadline for that dispute or mandatory law requires otherwise.

Evidence may include the accepted Proposal or Offer, messages, files, deliverables, submission and approval timestamps, attendance information, payment records, and a clear explanation of the requested outcome.

Conferro may decide the dispute using available evidence if a party does not respond by the deadline.

### 19.3 Outcomes

For payment administration, Conferro may resolve a dispute:

- **in the Client's favor:** eligible disputed funds are refunded to the Client and the related Platform Fee is not retained;
- **in the Consultant's favor:** eligible disputed Consultant funds are released, subject to the Platform Fee and clearance or payout controls; or
- **by split decision:** eligible funds are allocated between the Client and Consultant in the decided proportions, and the Platform Fee remains chargeable against the Consultant side of the transaction.

Conferro may take another payment action required by mandatory law or the payment provider.

A Case resolved through the internal dispute process is treated as ended in a disputed state on the Platform, regardless of which party receives the eligible funds. The decision determines Platform payment administration only. It does not determine every legal right or claim between Client and Consultant.

### 19.4 Effect on future transactions

While an internal dispute remains open, the Platform may block new Consultation bookings or Offer purchases between the same Client and Consultant.

## 20. Refund processing

When a refund is authorized, Conferro initiates it through the applicable payment provider to the original payment method where possible.

The time for a refund to appear depends on the provider, payment method, card issuer, bank, currency conversion, weekends, and holidays. Conferro cannot guarantee the date on which a bank posts the refund.

A refund amount stated in these Terms refers to the relevant percentage of the original gross Platform Payment. A Client's bank or card provider may not return its own foreign exchange or transaction charges.

## 21. Chargebacks and external payment disputes

A chargeback or dispute opened with a bank, card issuer, or payment provider is separate from Conferro's internal dispute process.

When Conferro receives notice of a chargeback, it may mark the Payment disputed, freeze all related pending or approved amounts that have not been transferred, suspend payouts, request evidence, restrict accounts, and respond through the payment provider.

Users must not initiate a false, abusive, duplicate, or deceptive chargeback. Nothing in these Payment Terms limits a statutory or card-network right that cannot lawfully be limited.

Where a chargeback, refund, fraud event, Consultant breach, or payment-provider reversal creates a valid amount owed by a Consultant, Conferro may seek repayment, reverse an eligible transfer, or offset the amount against future payouts to the extent permitted by law and provider rules. Recovery from a Consultant's external account is not guaranteed.

## 22. Failed Payments, reversals, and negative balances

If a Payment fails, is reversed, expires, or cannot be collected, the related service is not funded unless Conferro confirms otherwise.

Conferro may pause a booking, Case, clearance, transfer, or payout while a payment issue is investigated or reconciled.

Users remain responsible for amounts they validly owe. Conferro may apply an available balance or future payout against an amount properly due where law and provider rules permit.

## 23. Taxes and reporting

Clients and Consultants are responsible for taxes legally imposed on them. Consultants are responsible for their business registration, income reporting, invoices, tax returns, and social contributions.

Conferro may request tax information and may collect, withhold, report, or remit amounts where required by law. A payout may be delayed until required information is supplied.

## 24. Records and communications

The accepted Proposal or Offer, Platform messages, files, status changes, timestamps, approvals, payment-provider records, and dispute evidence may be used to administer Payments and decide internal disputes.

Users should keep material scope, delivery, cancellation, attendance, and payment communications on the Platform. Users must not alter or fabricate records.

## 25. Mandatory rights

These Payment Terms do not exclude or restrict any consumer, refund, payment, chargeback, or other right that cannot lawfully be excluded. Mandatory law prevails where it conflicts with these Payment Terms.

## 26. Changes to these Payment Terms

Conferro may update these Payment Terms for future transactions. Material changes will be communicated where required or appropriate.

The version accepted when a Payment is created ordinarily governs that Payment, unless a change is required by law, required by the payment provider, or accepted by the affected parties.

## 27. Contact

Payment, refund, payout, and dispute support: `support@conferro.app` Legal notices concerning these Payment Terms: `legal@conferro.app`

Postal address:

Zner Ventures AG c/o Andrin Renz Chamerstrasse 175 6300 Zug Switzerland