

# BeExpertly — Terms of Service

**Last updated: May 1, 2026**

Welcome to BeExpertly. These Terms of Service (“Terms”) govern your access to and use of the BeExpertly platform, including our website at beexpertly.com, the application at app.beexpertly.com, and all related services (collectively, the “Platform”). By accessing or using the Platform, you agree to be bound by these Terms.

BeExpertly is operated by Beexpertly LLC, a California Limited Liability Company with its principal address at 13700 Marina Pointe Drive Unit 503, Marina del Rey, CA 90292 (“BeExpertly,” “we,” “us,” or “our”).

If you do not agree to these Terms, do not use the Platform.

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## 1. What BeExpertly Is

BeExpertly is a curated marketplace that connects experts (“Experts”) with learners (“Learners”) through live, scheduled sessions and subscription-based programs. BeExpertly provides the technology platform that facilitates these connections. BeExpertly is not itself an educational institution, employer, or content provider.

Experts are independent individuals who set their own schedules, pricing, and content. BeExpertly does not control, direct, or guarantee the quality, accuracy, or completeness of any Expert’s sessions or content.

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## 2. Eligibility

You must be at least 18 years old to use the Platform. By creating an account, you represent that you are at least 18 years of age and have the legal capacity to enter into these Terms.

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## 3. Accounts

### 3.1 Account Creation

You may create an account using Google authentication or a magic link sent to your email address. You are responsible for maintaining the security of your account credentials and for all activity that occurs under your account.

### 3.2 Account Accuracy

You agree to provide accurate, current, and complete information during registration and to update such information as needed. BeExpertly reserves the right to suspend or terminate accounts that contain inaccurate or misleading information.

### 3.3 Roles

All users are assigned the Learner role by default. Users may apply to become Experts, subject to BeExpertly's review process. Users may hold both roles simultaneously and switch between them within the Platform.

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## 4. Expert Review and Approval

### 4.1 Application Process

To become an Expert on BeExpertly, you must submit an application and complete identity verification through our third-party KYC provider. BeExpertly reviews all Expert applications and reserves the right to approve or decline any application at its sole discretion.

### 4.2 Expert Responsibilities

As an Expert, you agree to:

- Provide accurate information about your background, expertise, and qualifications
- Maintain a consistent session schedule as represented to your subscribers
- Deliver sessions for at least 70% of the scheduled duration
- Start sessions within 15 minutes of the scheduled start time
- Comply with all applicable laws and regulations
- Not promote harmful, misleading, or fraudulent content
- Not make unsubstantiated claims about specific outcomes, cures, earnings, or guaranteed results
- Disclose any material connections (sponsorships, affiliate relationships, or paid promotions) when discussing products or services, in compliance with applicable advertising and endorsement regulations including FTC guidelines
- Not provide individualised medical diagnoses, prescriptions, legal representation, financial advisory services, or therapy unless appropriately licensed and disclosing such license to learners

### 4.3 Expert Tax Obligations

Experts are solely responsible for all tax obligations arising from their earnings on the Platform, including income tax, self-employment tax, and any other applicable taxes. BeExpertly does not withhold taxes on Expert payouts and will issue tax reporting forms

(e.g., 1099-K or 1099-NEC) where required by law. Experts are advised to consult a qualified tax professional regarding their obligations.

#### 4.4 No Guarantee of Earnings

BeExpertly does not guarantee any level of earnings, subscribers, session attendance, or platform visibility for Experts. Results depend entirely on the Expert's own content, schedule, pricing, audience, and promotional efforts. Any revenue estimates or projections shared by BeExpertly are for illustrative purposes only and do not constitute guarantees.

#### 4.5 Expert Review

BeExpertly reserves the right to review, suspend, or remove any Expert from the Platform at any time, with or without notice, for violation of these Terms or for any other reason at our sole discretion.

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## 5. Subscriptions

### 5.1 Subscription Model

Experts set a monthly subscription price (minimum \$20 USD, maximum \$2,999 USD) for access to their live session program. Subscribing grants Learners access to the Expert's subscription sessions, community, messaging, and time-limited replays.

### 5.2 Free Trial

Learners may attend up to 3 free subscription sessions across the entire Platform before subscribing. Trial limits are platform-defined and cannot be modified by Experts.

### 5.3 Billing and Auto-Renewal

Subscriptions are billed monthly through our payment provider, Paddle. Your subscription renews automatically on the same day each month unless cancelled. Paddle acts as the Merchant of Record for all transactions on BeExpertly.

**California Auto-Renewal Disclosure:** Before completing your subscription purchase, you will be clearly informed that your subscription renews automatically each month at the stated price until you cancel. You authorize recurring monthly charges to your payment method. You may cancel at any time through your account settings. Upon cancellation, you will receive an email confirming that your subscription will not renew. You will retain access to the Expert's content until the end of your current billing period.

### 5.4 Price Changes

Experts may change their subscription price once per 30-day period. Price increases apply to new subscribers only; existing subscribers retain their current price until they cancel. Price decreases apply automatically to all subscribers.

## 5.5 Cancellation

You may cancel your subscription at any time. Upon cancellation, you retain access to the Expert's content until the end of your current billing period. No further charges will be made after cancellation.

## 5.6 Subscription Transparency

Before subscribing, Learners can view: the next scheduled session date, the number of sessions scheduled in the next 45 days, and the number of sessions hosted in the last 30 days. If an Expert has no sessions scheduled in the next 45 days, this will be clearly disclosed.

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# 6. Workshops

## 6.1 Workshop Model

Workshops are one-off, ticketed, capacity-limited live sessions created by Experts. Workshops are priced between \$10 and \$4,999 USD and are purchased separately from subscriptions.

## 6.2 Subscription Requirement

To purchase a workshop, a Learner must have an active subscription to that Expert at the time of purchase. An active subscription is not required on the date of the workshop itself.

## 6.3 Workshop Delivery

A workshop is considered delivered if the Expert is live for at least 70% of the scheduled duration. If the Expert does not start the session within 15 minutes of the scheduled time, or delivers less than 70% of the scheduled duration, attendees will be automatically refunded.

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# 7. Payments and Fees

## 7.1 Merchant of Record

All payment processing is handled by Paddle (paddle.com), which acts as the Merchant of Record. By making a purchase on BeExpertly, you are also agreeing to Paddle's terms of service and privacy policy.

## 7.2 Platform Fee

BeExpertly charges Experts a platform fee of 20% on all subscription and workshop revenue. Payment processing fees are absorbed by BeExpertly and are not charged

separately to Experts, except in cases of Expert-initiated cancellations or reschedules where processing fees may be deducted from Expert earnings.

### **7.3 Expert Payouts**

Expert earnings are paid out monthly via Stripe Connect. Payouts cover the previous calendar month's earnings, subject to a settlement period and a minimum payout threshold of \$50 USD. Experts must configure a valid payout account to receive earnings.

### **7.4 Tips**

Learners may send optional tips to Experts. Tips are subject to the same platform fee and payout schedule as other earnings.

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## **8. Refunds**

### **8.1 Automatic Refunds**

Automatic refunds are issued to Learners when a workshop is:

- Cancelled by the Expert
- Not started within 15 minutes of the scheduled time
- Rescheduled by more than 60 minutes or to a different date
- Delivered for less than 70% of the scheduled duration
- Affected by a verified platform-side technical failure

### **8.2 Subscription Refunds**

Subscription payments are not automatically refunded upon cancellation. Learners retain access through the end of their billing period. Refund requests for subscriptions should be directed to our support team via the Contact Us form.

### **8.3 Processing**

All refunds are processed through Paddle. Refund timelines depend on the payment method and financial institution involved.

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## **9. Replays**

### **9.1 Subscription Session Replays**

Replays of subscription sessions are available to active subscribers for 14 days after the session ends. Access to replays requires an active subscription at the time of viewing.

## 9.2 Workshop Replays

Replays of workshops are available to attendees who purchased the workshop for 30 days after the session ends. Workshop replay access is not revoked if the Learner's subscription ends after purchase.

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# 10. Community and Messaging

## 10.1 Community Access

Subscribers may access the Expert's community and direct messaging features. Community access is available while the subscription is active. Upon subscription cancellation, message history remains visible in read-only mode, but the Learner cannot send new messages.

## 10.2 Acceptable Use

You agree not to use the messaging or community features to:

- Harass, abuse, or threaten other users
  - Send spam, solicitations, or unsolicited advertising
  - Share illegal, harmful, or offensive content
  - Impersonate any person or entity
  - Distribute malware or other harmful files
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# 11. Intellectual Property

## 11.1 Expert Content

Experts retain ownership of all content they create and deliver through the Platform, including session recordings, materials, and community posts. By using the Platform, Experts grant BeExpertly a non-exclusive, worldwide, royalty-free license to host, store, display, and distribute their content solely for the purpose of operating the Platform and providing access to authorised Learners.

## 11.2 Platform Content

All Platform content, including the BeExpertly name, logo, design, and software, is owned by BeExpertly and protected by applicable intellectual property laws. You may not copy, modify, distribute, or create derivative works from any Platform content without our prior written consent.

## 11.3 Learner Content

By submitting content to the Platform (such as community messages, questions, or profile information), you grant BeExpertly a non-exclusive, worldwide, royalty-free license to use, display, and distribute such content in connection with operating the Platform.

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## 12. Prohibited Conduct

You agree not to:

- Violate any applicable law or regulation
  - Use the Platform for any fraudulent or deceptive purpose
  - Attempt to gain unauthorised access to any part of the Platform
  - Interfere with the proper functioning of the Platform
  - Record, redistribute, or publicly share Expert sessions without the Expert's written consent
  - Create multiple accounts to circumvent free trial limits or other restrictions
  - Use automated tools to access or scrape the Platform
  - Attempt to reverse-engineer any aspect of the Platform
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## 13. Copyright and DMCA

### 13.1 Copyright Policy

BeExpertly respects the intellectual property rights of others. If you believe content on the Platform infringes your copyright, you may submit a notice under the Digital Millennium Copyright Act (DMCA) to our designated agent.

### 13.2 DMCA Notice Requirements

Your DMCA notice must include: (a) identification of the copyrighted work you claim has been infringed; (b) identification of the material on the Platform that you claim is infringing, with sufficient detail for us to locate it; (c) your name, address, telephone number, and email address; (d) a statement that you have a good-faith belief that the use of the material is not authorised by the copyright owner, its agent, or the law; (e) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorised to act on their behalf; and (f) your physical or electronic signature.

### 13.3 Where to Send Notices

DMCA notices should be sent to: [hello@beexpertly.com](mailto:hello@beexpertly.com) with the subject line "DMCA Notice."

### 13.4 Repeat Infringers

BeExpertly will terminate the accounts of users who are determined to be repeat infringers of third-party copyrights.

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## 14. User-to-User Disputes

BeExpertly is a marketplace platform and is not a party to any agreement, transaction, or relationship between Experts and Learners beyond providing the technology that facilitates the connection. You agree to resolve any disputes with other users directly. You release BeExpertly, its officers, directors, employees, and agents from any and all claims, demands, damages (actual and consequential), and losses of every kind, known and unknown, arising out of or in any way connected with disputes between you and other users of the Platform.

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## 15. Suspension and Termination

### 15.1 By BeExpertly

We may suspend or terminate your account at any time, with or without notice, for violation of these Terms or for any other reason at our sole discretion. Upon suspension, you lose access across all roles tied to your account.

### 15.2 By You

You may delete your account at any time by contacting us through the Contact Us form. Active subscriptions should be cancelled before account deletion.

### 15.3 Effect of Termination

Upon termination, your right to use the Platform ceases immediately. Provisions of these Terms that by their nature should survive termination will survive, including intellectual property provisions, limitation of liability, and dispute resolution.

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## 16. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BEEPERTLY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

BEEPERTLY DOES NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY EXPERT'S CONTENT, QUALIFICATIONS, OR SESSION QUALITY. YOUR USE OF ANY EXPERT'S SERVICES IS AT YOUR OWN RISK.

BEEPERTLY IS NOT RESPONSIBLE FOR ANY TECHNICAL ISSUES WITH THIRD-PARTY SERVICES, INCLUDING PAYMENT PROCESSING, LIVE STREAMING, OR CHAT FUNCTIONALITY.

**NO PROFESSIONAL ADVICE.** Content provided by Experts on the Platform is for general informational and educational purposes only. It does not constitute professional, medical, legal, financial, or therapeutic advice. You should consult qualified professionals before acting on any information obtained through the Platform. BeExpertly disclaims all liability for any actions taken or not taken based on content delivered through Expert sessions.

**INDEPENDENT EXPERTS.** Experts on the Platform are independent individuals, not employees, agents, or representatives of BeExpertly. BeExpertly does not control Experts' methods, schedules, or content beyond the requirements set forth in these Terms. Any relationship formed between a Learner and an Expert is solely between those parties.

**ASSUMPTION OF RISK.** YOUR PARTICIPATION IN ANY LIVE SESSION, INCLUDING BUT NOT LIMITED TO SESSIONS INVOLVING PHYSICAL EXERCISE, HEALTH, NUTRITION, FINANCIAL PLANNING, INVESTMENT, OR WELLNESS, IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY FOR ANY RISKS, INJURIES, LOSSES, OR DAMAGES THAT MAY ARISE FROM YOUR PARTICIPATION IN, OR APPLICATION OF CONTENT FROM, ANY SESSION. YOU ARE RESPONSIBLE FOR CONSULTING APPROPRIATE PROFESSIONALS BEFORE ENGAGING IN ANY ACTIVITY OR DECISION BASED ON PLATFORM CONTENT.

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## 17. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BEEPERTLY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR GOODWILL.

BEEPERTLY'S TOTAL LIABILITY FOR ANY CLAIM ARISING FROM THESE TERMS SHALL NOT EXCEED THE AMOUNT YOU PAID TO BEEPERTLY IN THE 12 MONTHS PRECEDING THE CLAIM.

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## 18. Indemnification

You agree to indemnify, defend, and hold harmless Beexpertly LLC, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising from or related to: (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; (d) any content you submit, post, or transmit through the Platform; or (e) your interaction with any other user of the Platform, including Experts and Learners.

If you are an Expert, you additionally agree to indemnify BeExpertly against any claims arising from: (a) the content, accuracy, or quality of your sessions; (b) your failure to deliver sessions as scheduled; (c) any advice, information, or guidance you provide during sessions; or (d) any dispute between you and your subscribers or workshop attendees.

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## 19. Dispute Resolution and Arbitration

### 19.1 Governing Law

These Terms are governed by the laws of the State of California, United States, without regard to conflict of law principles.

### 19.2 Informal Resolution

Before initiating any formal dispute resolution, you agree to contact us at [hello@beexpertly.com](mailto:hello@beexpertly.com) and attempt to resolve the dispute informally within 30 days.

### 19.3 Binding Arbitration

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

If we are unable to resolve a dispute informally, any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Platform shall be resolved exclusively through final and binding arbitration, rather than in court. Arbitration shall be administered by JAMS under its Streamlined Arbitration Rules and Procedures, or by another mutually agreed-upon arbitration provider.

The arbitration shall be conducted in Los Angeles County, California, or at another mutually agreed location. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

### 19.4 Class Action Waiver

**YOU AND BEEPERTLY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.** The arbitrator may not consolidate more than one person's claims and may not preside over any form of class or representative proceeding.

### 19.5 Exceptions to Arbitration

Notwithstanding the above, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights. Claims eligible for small claims court in Los Angeles County, California may also be brought in that court.

### 19.6 Opt-Out

You may opt out of the arbitration and class action waiver provisions within 30 days of first accepting these Terms by sending written notice to [hello@beexpertly.com](mailto:hello@beexpertly.com) with the subject line "Arbitration Opt-Out" and including your name, email address, and a clear statement

that you wish to opt out. If you opt out, disputes will be resolved in the courts of Los Angeles County, California.

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## 20. Force Majeure

BeExpertly shall not be liable for any failure or delay in performing its obligations under these Terms where such failure or delay results from circumstances beyond our reasonable control, including but not limited to: natural disasters, acts of government, pandemics, internet or telecommunications failures, power outages, third-party service provider outages (including but not limited to Paddle, Stripe, GetStream, and Amazon Web Services), cyberattacks, or any other event that is unforeseeable or unavoidable.

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## 21. Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

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## 22. Accessibility

BeExpertly is committed to making the Platform accessible to users with disabilities. We aim to conform to recognised accessibility standards, including the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA where practicable. Accessibility is an ongoing effort, and we welcome feedback. If you encounter any accessibility barriers or need assistance using the Platform, please contact us at [hello@beexpertly.com](mailto:hello@beexpertly.com) and we will work to address your needs.

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## 23. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and BeExpertly regarding your use of the Platform and supersede all prior agreements, understandings, and communications, whether written or oral.

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## 24. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we will notify you by email or through the Platform. Your continued use of the Platform after any changes constitutes acceptance of the updated Terms.

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## 25. Contact Us

If you have any questions about these Terms, please contact us:

**Beexpertly LLC** 13700 Marina Pointe Drive Unit 503 Marina del Rey, CA 90292

**Email:** [hello@beexpertly.com](mailto:hello@beexpertly.com)

**Website:** [beexpertly.com](http://beexpertly.com)

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