

Beami LLC Terms of Service

Effective Date: 4/1/2025

These Terms of Service ("Terms") are entered into by and between Beami LLC, a Montana limited liability company ("Beami," "we," "us," or "our"), and you ("User," "you," or "your"), governing your access to and use of the Beami platform, website, services, content, and associated offerings (collectively, the "Services"). By accessing or using our Services, you agree to be bound by these Terms in full. If you do not agree to all of these Terms, you must not access or use the Services.

1. Service Overview

Beami operates a digital platform designed to facilitate the connection between content creators and brand partners, enabling Users to discover, apply for, and fulfill brand deals and promotional opportunities. We provide two types of access tiers:

- **Free Access:** Users have limited access to a curated selection of campaigns and basic resources.
- **Paid Access ("Beami+"):** Users who upgrade to Beami+ obtain full access to premium campaign listings, advanced educational materials, exclusive events, private community forums, and direct brand connection services.

We reserve the right, in our sole discretion, to modify, discontinue, suspend, or restrict any aspect or feature of the Services at any time without notice or liability.

2. Account Creation and Eligibility

By creating an account, you affirm and represent that:

- You are at least eighteen (18) years old or have reached the age of majority in your jurisdiction.
- You possess the legal authority to enter into and be bound by these Terms.
- All information provided by you during registration or through your account is truthful, accurate, and complete.
- You agree to promptly update your information if any changes occur.

We reserve the absolute right to suspend or terminate accounts at our sole discretion if false, misleading, or incomplete information is detected.

3. Payment Terms

Membership and Fees

Beami+ membership requires a payment of \$995 USD, which can be fulfilled by:

- **One-Time Full Payment:** Immediate, unrestricted access to all Beami+ features.
- **Installment Plan:** Offered through third-party payment processors, allowing Users to pay in structured installments until the full \$995 balance is met.

Installment Obligations

By selecting an installment payment plan, you:

- Enter into a legally binding financial agreement obligating you to complete the full \$995 payment.
- Authorize Beami LLC and/or its authorized agents to initiate and collect scheduled payments automatically.
- Acknowledge that missed payments, failed transactions, chargebacks, or cancellations constitute a material breach of contract.
- Understand and agree that Beami LLC may pursue the unpaid balance through collections agencies, civil litigation, and all available legal remedies.

Installment Users shall not gain permanent lifetime access to Beami+ services until the full \$995 has been paid. Any failure to complete installment payments may result in suspension of access, account termination, and forfeiture of any amounts already paid.

4. Refund and Cancellation Policy

All payments to Beami LLC are final and non-refundable, except where required by applicable law.

Refunds are not issued for:

- Dissatisfaction with Services.
- Non-use or inactivity.
- User error.
- Termination or suspension due to breach of Terms.
- Cancellation of installment plans.

Cancellation of your account or Services does not relieve you of your obligation to complete payment for any outstanding balances.

5. Earnings Guarantee (Conditional)

We offer a conditional earnings guarantee as follows:

- You must maintain active, consecutive Beami+ membership for a minimum of twelve (12) months.
- You must schedule and attend at least one (1) coaching or strategy call per month.
- You must submit applications to at least twenty (20) brand campaigns each month.
- You must retain verifiable documented proof of all required activities.

Failure to meet any one of these requirements voids eligibility for a refund. Refund requests must be submitted in writing to **team@beami.app** within thirty (30) calendar days after completion of the 12th membership month.

We reserve the right to review, audit, and verify all claims prior to issuing a refund, and to deny requests that do not fully comply with the guarantee terms.

6. User Conduct and Responsibilities

By using the Services, you agree not to:

- Engage in any unlawful, fraudulent, deceptive, or harmful activities.
- Misrepresent your qualifications, experience, or campaign deliverables.
- Share, resell, or attempt to duplicate access credentials.
- Violate intellectual property rights of Beami or third parties.
- Circumvent, disable, or otherwise interfere with platform security features.
- Collect or store personal data about other Users without express consent.
- Upload, distribute, or transmit viruses, malware, or other harmful code.

Beami LLC retains sole discretion to determine whether User conduct violates these standards and to take any corrective action deemed necessary.

7. Intellectual Property and Proprietary Rights

All rights, title, and interest in and to the Services, including but not limited to software, source code, databases, functionality, text, graphics, design, logos, and trademarks, are the exclusive property of Beami LLC or its licensors.

You agree not to:

- Copy, modify, create derivative works of, distribute, sell, or exploit any portion of the Services without our express written consent.
- Use our intellectual property in any manner that infringes upon our rights.

Unauthorized use or reproduction of Beami's intellectual property is strictly prohibited and may result in legal action.

8. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE.

WE DO NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE OF HARMFUL COMPONENTS.

USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BEAMI LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, OR GOODWILL.

OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO BEAMI IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Indemnification

You agree to indemnify, defend, and hold harmless Beami LLC, its affiliates, officers, directors, employees, contractors, licensors, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or related to:

- Your use of the Services.
 - Your violation of these Terms.
 - Your violation of the rights of any third party.
-

11. Governing Law

These Terms shall be governed by, construed, and enforced in accordance with the laws of the State of Montana, without regard to its conflict of law provisions.

Any disputes shall be brought exclusively in the state or federal courts located in Montana, and you consent to the jurisdiction of such courts.

12. Arbitration Agreement

In the event of any dispute arising out of or relating to these Terms, the parties agree to first attempt to resolve the dispute through good faith negotiations.

If resolution cannot be achieved informally, the dispute shall be submitted to binding arbitration in Montana in accordance with the rules of the American Arbitration Association (AAA). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs and fees associated with the arbitration, unless otherwise determined by the arbitrator.

13. Force Majeure

Beami LLC shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to:

- Acts of God.

- Natural disasters.
 - War, terrorism, or civil unrest.
 - Government restrictions.
 - Labor disputes.
 - Internet or telecommunications failures.
-

14. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

15. Entire Agreement

These Terms, along with our Privacy Policy, constitute the entire agreement between you and Beami LLC with respect to the Services, superseding all prior or contemporaneous communications, whether oral or written.

16. Assignment

You may not assign or transfer your rights or obligations under these Terms without prior written consent from Beami LLC. We may assign or transfer our rights and obligations without restriction.

17. Contact Us

For any questions, notices, or communications regarding these Terms, please contact us at:

Beami LLC  Email: team@beami.app  Montana, United States

Thank you for choosing Beami! Your commitment to professionalism helps us build a thriving community for creators worldwide.