

BEXERT

Terms and Conditions

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Please read these terms carefully before using BEXERT services.

These terms apply to all users, brands, and influencers on the platform.

[Refund Policy](#)

[Bex Token Policy](#)

[Sales & Commerce](#)

[Liability](#)

Operated by Shylzora Technologies

Table of Contents

01.	Introduction	.....
02.	Definitions	.....
03.	Account Registration	.....
04.	Deal Management & Payments	.....
05.	Refund Policy	.....
06.	Bex Token Policy	.....
07.	Sales Deal & Commerce Policy	.....
08.	Intellectual Property	.....
09.	User Conduct	.....
10.	Termination	.....
11.	Liability & Indemnification	.....

01. Introduction

Welcome to BEXERT. By accessing our website, mobile application, or any other related services (collectively, the "Platform"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, you may not access or use the Platform.

BEXERT is a platform operated by **Shylzora Technologies**. References to "BEXERT", "we", "us", or "our" throughout these Terms refer to Shylzora Technologies.

BEXERT provides a marketplace connecting brands with influencers for marketing campaigns. These Terms govern your use of the Platform and any transactions conducted therein.

02. Definitions

"User"	Any individual or entity that accesses or uses the Platform, including Brands and Influencers.
"Brand"	A User who uses the Platform to create Campaigns and engage Influencers for marketing services.
"Influencer"	A User who offers marketing services to Brands through the Platform.
"Deal"	A campaign agreement created by a Brand and accepted by one or more Influencers on the Platform.
"Bex"	BEXERT's native platform token used to facilitate deal applications and reward ecosystem participation.
"Escrow"	Funds held by BEXERT on behalf of both parties until deal conditions are met and deliverables approved.

03. Account Registration

To use certain features of the Platform, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

- ✓ You must be at least 18 years old to create an account.
- ✓ You are responsible for safeguarding your password.
- ✓ You agree not to disclose your password to any third party.
- ✓ You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

04. Deal Management & Payments

Platform Fees: BEXERT charges a service fee on all transactions processed through the Platform. This fee is clearly displayed before any transaction is finalized.

Escrow Service: Funds for campaigns are held in escrow until the agreed-upon deliverables are met and approved by the Brand. Once approved, funds are released to the Influencer's account within 3–5 business days.

● Important Note

Disputes regarding deliverables must be raised within 7 days of submission. BEXERT reserves the right to arbitrate disputes based on the evidence provided by both parties.

05. Refund Policy

BEXERT operates a clear, rules-based refund system to ensure fairness for both Brands and Creators. Refund eligibility is determined by the circumstances under which a deal ends, not by request alone. Platform service fees are non-refundable in all cases.

✗ No Refund Cases**Creator Not Shortlisted**

If a creator applies for a deal but is not shortlisted by the brand, no refund is issued. Bex spent on the application are consumed as a platform usage fee.

Creator Withdraws

If a creator voluntarily withdraws from a deal after applying or being shortlisted, no refund is issued to any party.

Creator Rejects an Invite

If a brand directly invites a creator and the creator declines, no refund is applicable as no funds were committed at that stage.

Application Window Closes

If the deal's application window closes and a creator was not selected, no refund is issued. Brands are not penalised for not filling all slots.

Creator Goes Silent Mid-Deal

If a creator stops responding or fails to deliver after a deal has commenced, the brand is entitled to a full refund of escrow funds. The creator forfeits any payment and the account may be flagged. Note: does not apply to Barter deals as no escrow exists.

✓ Always Refund Cases**Brand Cancels a Published Deal**

If a brand cancels a deal after it has been published, a full refund is issued to the brand. Any Bex spent by creators on applications for that deal are also refunded.

Deal Admin-Suspended or Removed

If BEXERT suspends or removes a deal due to a platform policy violation not caused by the brand, a full refund is issued. If the brand is found to be the cause of the violation, the refund is forfeited. In cases where both parties share responsibility, admin will determine a partial or full refund at their discretion.

⊕ Deal Type — Brand Ghost Rules

Barter Deal

<p>Brand Ghosts</p> <p>If the barter confirmation window expires with no response from the brand — including cases where they opened communication but never confirmed — the creator's Bex spent on the application are fully refunded. There is no cash refund as barter deals carry no monetary escrow.</p>	<p>Creator Ghosts</p> <p>No refund is issued to the brand. Barter deals do not involve monetary escrow, so there are no funds to return. The creator's account may be flagged for inactivity.</p>
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Promotional Deal

<p>Brand Shortlists But Never Communicates</p> <p>No refund is issued to the brand. The deal auto-expires after the inactivity window and a platform strike is recorded on the brand's account. Repeated inactivity may result in account restrictions.</p>	<p>Brand Accepts Creator Then Goes Silent</p> <p>Once a creator has been formally accepted and work has commenced, brand silence is treated as a breach. The creator is entitled to compensation via the dispute process. Admin will review and determine the appropriate settlement.</p>
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Sales Deal

Sales deals are open participation — creators list the brand's product in their shop and earn a flat commission percentage on each order. There is no application approval gate, so the standard brand ghost rule does not apply. Brand obligations are governed by product availability.

<p>Brand Removes Product Without Notice</p> <p>If a brand removes a product without marking it as out-of-stock and orders are placed via a creator's link after removal, the brand is liable to pay the creator their flat commission percentage on each affected order.</p>	<p>Brand Marks Product Out-of-Stock</p> <p>If a brand correctly marks a product as out-of-stock in BEXERT inventory before removal, no compensation is owed to creators. This is the brand's designated opt-out mechanism and must be used to avoid liability.</p>
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● Deliverable Disputes

If a brand disputes the quality or completeness of a deliverable, they must raise a formal dispute within 7 days of submission. BEXERT admin will review evidence from both sides and determine whether to release funds to the creator, issue a partial refund, or issue a full refund. If no dispute is raised within 7 days, escrow funds are automatically released to the creator.

06. Bex Token Policy

Bex is BEXERT's native platform token used to facilitate deal applications and reward ecosystem participation. Bex tokens exist in distinct types, each with specific usage and withdrawal rules. Once Bex is purchased it cannot be refunded or withdrawn as currency.

<p>Purchased Bex</p> <ul style="list-style-type: none"> ✓ Can be used for deal applications on the platform ✗ Cannot be withdrawn as currency ✗ Non-refundable once purchased · No expiry 	<p>Earned Bex</p> <ul style="list-style-type: none"> ✓ Awarded to creators upon successful deal execution ✓ Can be withdrawn as currency (min. 50 Bex) ✓ Can be used for further deal applications ■ Once spent on-platform, converts permanently to Purchased Bex rules — withdrawal rights are lost · No expiry — future auto-payout on cycled dates 	<p>Rewarded Bex</p> <ul style="list-style-type: none"> · Earned via referral programs, bonuses, and platform rewards ✓ Can be used for deal applications on the platform ✗ Cannot be withdrawn as currency ■ Expires after 12 months of inactivity
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● Brand Refunds & Bex

All refunds issued to brands are credited as Earned Bex. Brands do not have an on-platform Bex spending mechanism at this time. Refunded Bex balances are settled on a cycled payout schedule or may be withdrawn manually via a payout request. A minimum withdrawal of 50 Bex applies.

● Withdrawal Rules

The minimum withdrawal threshold for Earned Bex is 50 Bex. Withdrawals are processed on scheduled payout cycles or via manual payout request. BEXERT reserves the right to adjust the minimum threshold with prior notice. A staking system for Bex is planned for a future release.

07. Sales Deal & Commerce Policy

When a purchase is made through a creator's shop link on the BEXERT platform, BEXERT acts solely as a **payment facilitator**. The brand is the seller of record in all such transactions and bears full legal and operational responsibility for the product and its fulfilment. BEXERT's liability in any sales transaction is limited to the platform fee portion it retains and does not extend to the order value, product quality, or post-purchase outcomes.

Brand Obligations

The Brand agrees to maintain accurate and truthful product listings on the Platform at all times.

The Brand is solely responsible for order fulfilment, shipping, and delivery. BEXERT does not hold inventory or process shipments.

All post-purchase customer support — including returns, exchanges, damaged goods, delivery failures, and incorrect items — is the exclusive responsibility of the Brand. Customer refunds are handled directly by the Brand outside of BEXERT.

The Brand must mark any product as out-of-stock within the BEXERT platform inventory before removing it. Failure to do so while orders continue to be placed via creator links will render the Brand liable for the flat commission percentage owed to affected Creators on each such order.

To void a Creator's commission on a returned order, the Brand must submit valid return proof to BEXERT within the return window specified on the deal. Failure to submit proof within this window will result in the commission being automatically released to the Creator.

Creator Obligations

Creators must represent products accurately and solely within the scope of the Brand's provided listing. Creators must not make claims about a product beyond what the Brand has stated.

Creators must not knowingly promote a product they have reason to believe is unavailable, misrepresented, or in violation of applicable laws or platform policies.

Creators bear no responsibility for post-purchase issues, order fulfilment, or customer disputes. These obligations rest entirely with the Brand.

BEXERT's Role & Liability

BEXERT is responsible for accurate commission tracking and disbursement on confirmed orders, and for providing the creator shop infrastructure.

BEXERT's liability in any sales transaction is strictly limited to the platform fee it retains. BEXERT is not liable for product defects, fulfilment failures, customer disputes, or any consequential damages arising from a sales deal.

BEXERT reserves the right to remove a Brand's products from all creator shops if the Brand is found to be in violation of platform policies, acting fraudulently, or has ceased fulfilment of active orders.

Commission Hold, Returns & Voidance

✓ Commission Hold Period

Creator commissions on sales orders are held by BEXERT for the duration of the return window specified by the Brand on the deal. If no valid return proof is submitted within this window, the commission is automatically released to the Creator on the next settlement cycle.

■ Return Proof Submitted — Commission Voided

If the Brand submits valid return proof to BEXERT within the return window, the Creator's commission for that order is voided. BEXERT's platform fee is non-refundable as it is charged for payment facilitation, not contingent on fulfilment outcome.

■ Disputed Commission Void

A Creator may raise a formal dispute within 7 days of receiving a commission void notification if they believe the return claim is false or unsubstantiated. BEXERT admin will review the evidence submitted by both parties and issue a final determination. Brands found to have submitted false return claims will receive a platform strike. Repeated violations may result in account suspension.

✗ Brand Ceases Fulfilment

If a Brand ceases fulfilment while a sales deal remains active, BEXERT reserves the right to remove the Brand's products from all creator shops without prior notice. Creators with confirmed orders that were not fulfilled by the Brand remain entitled to their commission, as the failure of fulfilment lies solely with the Brand.

08. Intellectual Property

Unless explicitly stated otherwise in a specific Campaign agreement, Influencers grant Brands a non-exclusive, worldwide, royalty-free license to use the content created for the Campaign for a period of 12 months.

BEXERT retains all rights, title, and interest in and to the Platform, including all related intellectual property rights. You may not copy, modify, distribute, sell, or lease any part of our services or included software.

09. User Conduct

You agree not to engage in any of the following prohibited activities:

✗ **Fraudulent Activity** Impersonating others ✗ misrepresenting your affiliation with a person or entity.

✗ **Harassment** Harassing, threatening, or defaming other Users or BEXERT staff.

X Malicious Software	Distributing viruses, malware, or any other harmful computer code.
X Data Scraping	Collecting data from the Platform through automated means without permission.

10. Termination

BEXERT reserves the right to suspend or permanently terminate your account and access to the Platform at our sole discretion, without notice, for conduct that we believe violates these Terms or is harmful to other Users, BEXERT, third parties, or for any other reason.

<p>Termination by User</p> <p>You may terminate your account at any time by contacting our support team. Upon termination, your right to use the Platform will immediately cease. Any pending deals must be settled before the account is closed.</p>	<p>Termination by BEXERT</p> <p>We may terminate or suspend access immediately, without prior notice or liability, if a User breaches these Terms, engages in fraudulent activity, or poses a risk to the integrity of the Platform or its Users.</p>
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Upon termination, all provisions of these Terms which by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

11. Liability & Indemnification

Limitation of Liability: To the maximum extent permitted by applicable law, BEXERT and its officers, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages — including loss of profits, data, or goodwill — arising out of or in connection with your use of the Platform.

No Warranty: The Platform is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. BEXERT does not warrant that the Platform will be uninterrupted, error-free, or free of viruses or other harmful components.

● Indemnification

You agree to defend, indemnify, and hold harmless BEXERT and its licensees, licensors, employees, contractors, agents, officers, and directors from and against any claims, damages, obligations, losses, liabilities, costs, or debt arising from: (a) your use of and access to the Platform; (b) your violation of any term of these Terms; or (c) your violation of any third-party right, including any intellectual property or privacy right.

In jurisdictions that do not allow the exclusion of certain warranties or the limitation of liability for consequential or incidental damages, our liability shall be limited to the maximum extent permitted by law.

<p>Accept Terms & Conditions</p> <p>By using the platform, you agree to all the terms listed above.</p> <p>BEXERT is operated by Shylzora Technologies. Legal enquiries: legal@bexert.com</p>	<p>legal@bexert.com</p> <p>Questions? Contact us</p>
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