

Terms of Service

Creator Tide

Owned and operated by Jye De Zylva

Effective Date: **18 August 2025**

Contact: jye@jdzco.com | **Brisbane, Queensland, Australia**

1. Acceptance of Terms

By accessing or using Creator Tide, you agree to these Terms of Service ("Terms") and to my Privacy Policy. If you do not agree, do not use the Service.

If you are using Creator Tide on behalf of a company or other entity, you confirm you have authority to bind that entity to these Terms.

2. Who I Am

I, **Jye De Zylva**, trade as **Creator Tide** ("I," "me," or "my"). Creator Tide is a platform where I offer digital products, courses, memberships, coaching, and related tools and content. These Terms also cover any future features I release, including communities, downloads, templates, integrations, and events (collectively, the "Service").

3. Eligibility

To use the Service you must:

- be at least 18 years old (or 16 with parental consent, or 13 where local law allows with verified parental consent);
- have the legal capacity to enter a contract; and
- comply with all applicable laws.

4. Accounts

You must provide accurate information, keep your login credentials confidential, and promptly notify me of any breach or unauthorized use. I may suspend, disable, or terminate accounts for violations, security risk, or prolonged inactivity.

5. Subscriptions, Pricing, and Payments

Prices are displayed at checkout and may change prospectively. **Payments are processed by third-party providers, primarily Whop Payments (and, where used, other processors such as Stripe or PayPal); their terms apply.**

You are responsible for any applicable taxes, duties, and currency conversion fees. If a payment fails or is reversed, you remain liable for the amount, late fees, chargeback costs, and reasonable collection expenses.

Subscriptions renew automatically unless you cancel before the renewal date in your dashboard or by emailing me. Free trials convert to paid plans unless canceled. Refunds follow my Return/Refund Policy.

6. Content and License

All content, trademarks, software, and materials on the Service are owned by me or my licensors. I grant you a limited, revocable, non-transferable license to access and use the Service for your personal or internal business purposes in line with these Terms. You may not resell, redistribute, or publicly post paid content without my prior written consent.

7. User-Generated Content (UGC)

If you submit comments, feedback, testimonials, or uploads, you grant me a worldwide, non-exclusive, royalty-free license to host, display, reproduce, modify, and use that content to operate and improve the Service and for marketing. You may revoke permission for testimonial use by written request. You confirm you have the necessary rights in your UGC and that it complies with the law.

8. Prohibited Uses

You must not:

- break any law or infringe any IP;
- harass, threaten, or defame;
- scrape, scan, or reverse engineer the Service;
- bypass security or access controls;
- interfere with Service operation; or
- use the Service to build a competing product or service.

9. Third-Party Services

The Service may integrate with or link to third-party tools (e.g., payment processors, analytics, email providers). Your use of those services is governed by their own terms and policies. I am not responsible for them.

10. Educational and Results Disclaimer

All information is for educational purposes only. Any income or performance examples are illustrative. Your results depend on your own effort, marketplace factors, and other variables outside my control. I make no guarantees of specific outcomes.

11. Digital Products, Coaching, and Events

Digital downloads, courses, and memberships are for your use only and may not be transferred without my consent. Schedules for coaching sessions or live events may change; I'll give reasonable notice. Live calls may be recorded—by joining you consent to being recorded and to respectful conduct.

12. Refunds and Returns

My refund rules are summarized here and detailed in the Return/Refund Policy. **All sales are final and non-refundable, except where required by law.** Generally, digital products are non-returnable once accessed or downloaded, except where required by law or as stated in that Policy.

13. Intellectual Property Complaints / DMCA

If you believe material on the Service infringes your copyright, send a takedown notice to jye@jdzco.com with:

1. your contact details;
 2. identification of the work claimed to be infringed;
 3. the URL or location of the infringing material;
 4. your good-faith statement of unauthorized use;
 5. a statement under penalty of perjury that the notice is accurate; and
 6. your physical or electronic signature.
- I may remove content and, where appropriate, terminate repeat infringers.

14. Confidentiality

If I share non-public information with you, you must keep it confidential and use it only as permitted.

15. Privacy

I collect and process personal information as described in my Privacy Policy. By using the Service, you consent to that collection and processing.

16. Disclaimers

The Service is provided “as is” and “as available.” I make no warranties of any kind, express or implied, including merchantability, fitness for purpose, non-infringement, or uninterrupted availability. I will use reasonable efforts to maintain uptime but do not guarantee it.

17. Limitation of Liability

To the maximum extent permitted by law, I am not liable for indirect, incidental, consequential, special, or punitive damages, or loss of profits, revenues, data, or goodwill. My total liability for any claim will not exceed the greater of (a) the amount you paid me in the 12 months before the claim arose or (b) **USD \$100** (replace with local currency if needed).

18. Indemnification

You agree to indemnify and hold me harmless from any losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from your breach of these Terms, unlawful use of the Service, or violation of any third-party rights.

19. Governing Law; Dispute Resolution

These Terms are governed by the laws of **Queensland, Australia**, without regard to conflict of law principles. Any dispute will be resolved exclusively in the courts located in **Brisbane, Queensland, Australia**, unless we first agree to attempt informal resolution within 30 days. Where lawful, you and I waive class-action proceedings.

20. Termination

I may suspend or terminate your access at any time for cause, legal requirement, or risk. You may cancel your account at any time. Upon termination, your right to access the Service ends immediately. Sections on intellectual property, disclaimers, limitation of liability, indemnification, and dispute resolution survive termination.

21. Changes to These Terms

I may update these Terms from time to time. Material changes will be posted on the site or sent to your registered email. The “Effective Date” at the top will change. Continued use after changes means you accept the revised Terms.

22. General

- You may not assign these Terms without my prior written consent; I may assign them to a successor or acquirer.
- If a provision is unenforceable, the rest remain in effect.
- My failure to enforce a right is not a waiver.
- These Terms, plus referenced policies, are our entire agreement.
- I am not liable for delays caused by events beyond my reasonable control (force majeure).
- Notices will be sent to your account email; legal notices to me must be sent to the Contact address above.

23. Contact

Questions or concerns? Email me at jye@jdzco.com or write to **Brisbane, Queensland, Australia.**

Thank you for choosing Creator Tide. I appreciate the opportunity to help you grow.

— **Jye De Zylva**