

End User License Agreement (EULA)

Effective Date: 18 August 2025

Contact: jye@jdzco.com

1. Introduction

I, **Jye De Zylva, trading as Creator Tide** (“I,” “me,” “my”), am granting you limited rights to use the software, downloadable tools, scripts, or applications I publish under the Creator Tide brand (collectively, the “Software”). By installing, accessing, or using the Software, **you accept this EULA**. If you do not agree, do not install or use the Software.

2. License Grant

I grant you a limited, revocable, non-exclusive, and non-transferable license to:

- install and run **one (1) copy of the Software per authorized user or per purchased seat**, and
- use it solely for your personal purposes or for internal business operations.

Any other use—including resale, hosting on behalf of third parties, or making the Software available to others—requires my prior written permission.

3. Restrictions

You agree that you will **NOT**:

- copy, modify, adapt, translate, merge, or create derivative works of the Software, except where expressly allowed by law;
- reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas except to the limited extent that applicable law expressly permits;
- bypass, disable, or circumvent any license key, security, or technical protections;
- share, disclose, rent, lease, lend, sublicense, timeshare, or otherwise distribute the Software or license keys;
- use the Software to build, train, or improve a competing or substantially similar product or service.

4. Ownership

The Software is **licensed, not sold**. I retain all right, title, and interest in and to the Software, documentation, and all intellectual-property rights therein.

5. Updates and Support

I may, at my sole discretion, provide updates, patches, or new releases (“Updates”). Some Updates may be required for continued operation.

Support, if any, will be provided via [INSERT SUPPORT INFO/HOURS]. I have no obligation to deliver Updates or support unless we sign a separate written agreement that says otherwise.

6. Open-Source and Third-Party Components

The Software may include or link to third-party or open-source components. Each such component is licensed under its own terms, which will govern in the event of a conflict with this EULA. A list of notices is available at [INSERT OSS NOTICES LINK].

7. Data and Privacy

When the Software processes personal data, it does so according to my **Privacy Policy** (available at [INSERT PRIVACY POLICY LINK]). You must secure all rights, consents, and permissions needed for any third-party data you choose to process through the Software.

8. Internet Access and Availability

Certain features may require internet access, external accounts, or third-party services. Availability, uptime, and continued operation of those external services are **not guaranteed**.

9. Term and Termination

This EULA begins on the Effective Date and continues until terminated.

- I may terminate this EULA immediately if you breach its terms.
- Upon termination, you must uninstall and permanently destroy all copies of the Software and cease all use.
Sections intended to survive—such as Ownership, Disclaimers, Limitation of Liability, and Governing Law—will remain in force.

10. Limited Warranty; Disclaimers

I warrant for **thirty (30) days** from the date you first receive the Software that it will **materially conform** to the accompanying documentation. Your exclusive remedy is, at my option, repair, replacement, or a refund of the license fee.

Except for the limited warranty above, the Software is provided “**AS IS**” and “**AS AVAILABLE**,” with all faults, and I disclaim all other warranties—express, implied, or statutory—to the maximum extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

11. Limitation of Liability

To the fullest extent allowed by law:

- I shall **not be liable** for any indirect, special, incidental, punitive, or consequential damages, or for loss of data, profits, or business.
- My total cumulative liability arising out of or relating to the Software will not exceed the greater of (a) the amount you paid for the Software in the twelve (12) months preceding the claim, or (b) USD \$100.

12. Export, Sanctions, and Compliance

You must comply with all applicable export-control, trade-sanctions, and embargo laws. You may not download or use the Software in, or export it to, countries or persons subject to embargoes or sanctions under United States or other applicable laws.

13. U.S. Government Rights (If Applicable)

The Software is “commercial computer software” under FAR 2.101 and DFARS 252.227-7014. Any use, duplication, or disclosure by the U.S. Government is subject to the restrictions in FAR 52.227-19 and DFARS 227.7202-3, as applicable.

14. Governing Law and Venue

This EULA is governed by the laws of **Queensland, Australia**, without regard to conflict-of-laws rules. All disputes will be resolved exclusively in the courts located in **Brisbane, Queensland, Australia**, unless I elect to invoke binding arbitration as set forth in my Terms of Service. You consent to that jurisdiction and venue.

15. Miscellaneous

- **Entire Agreement.** This EULA constitutes the complete agreement about the Software and supersedes all prior discussions.
- **Severability.** If any provision is held unenforceable, the remainder will stay in effect.
- **Assignment.** You may not assign or transfer this EULA without my prior written consent. I may assign it freely.
- **Waiver.** Failure to enforce any provision is not a waiver of future enforcement.
- **Survival.** Sections that by their nature should survive termination will survive.

16. Contact

Questions, claims, or notices under this EULA should be directed to:

Jye De Zylva, trading as Creator Tide

Email: jye@jdzco.com

Address: Brisbane, Queensland, Australia

By installing or using the Software, **you acknowledge that you have read, understood, and agreed to be bound by this EULA.**