

Platform Terms of Service – Creator Army Marketplace

Last updated 23 October 2025

1. Who we are

Creator Army Pty Ltd (“Creator Army”, “we”, “us”, “our”) operates the **creatorarmy.com** platform. We’re incorporated in Queensland, Australia, and these terms are governed by the laws of Queensland, Australia.

2. Key definitions

Term	Meaning
Content Seeker or Brand (“Seeker”)	A business or individual that posts a paid job brief on the platform.
Content Creator (“Creator”)	A vetted freelancer who accepts a Job to create content.
Brief	A Brief is a set of specifications compiled by the Seeker that specifies the content it seeks a Creator to create for a fee. A Brief includes manually created and AI-assisted briefs.
Job	A Brief posted by a Seeker that, once matched and accepted, forms a contract between Seeker and Creator.
Platform Subscription	A monthly Subscription fee (inclusive of any GST/VAT) payable by the Seeker to Creator Army for access to certain platform features, as agreed to when signing up for the subscription plan.

3. Eligibility, Relationship and Obligations

1. You must be 18 + and able to form a legally binding contract.
2. Creators are independent contractors, responsible for their own insurance, tax and compliance obligations. Nothing here creates an employment relationship.
3. Creators are responsible for ensuring their tax obligations are met, including being registered for Sales Tax, GST, or VAT (if required) and providing a tax invoice to Seeker upon request.

4. Posting, matching and completing Jobs

1. It is the Seekers' responsibility to post a clear and detailed brief;
2. Seekers may choose to have Creators auto-matched or have Creators apply for a job.

3. Once published Creators who are either auto-matched or apply for Jobs themselves will be available for the Seeker to select from.
4. Once a Seeker accepts a Creator Application, the Seeker's credit card payment (Job fee) is authorised, and a hold is placed via Stripe.
5. The Creator delivers the content by the agreed deadline and marks the Job "submitted".
6. **24-hour review window** – after the Creator submits completed content, the Seeker has 24 hours to request revisions from the Creator.
7. On successful completion, the Job fee's funds (excluding any taxes/Stripe charges) are released to the Creator.
8. If the job is unsuccessful and not in dispute, the Seeker's payment hold will be released.

5. Intellectual property

1. Upon creating a Job, the Seeker grants Creator Army and the matched Creator a perpetual, worldwide, royalty-free licence to use any brand assets submitted to the Creator Army Platform for creating content to meet the requirements of the Job.
2. Upon payment in full, all rights (including copyright, moral rights, consents and any performers' rights) in the deliverables automatically transfer to the Seeker.
3. The Creator grants Creator Army a perpetual, worldwide, royalty-free licence to display the deliverables for platform promotion and portfolio purposes.

6. Fees & payment

1. The Platform Subscription and Job Fee are non-refundable once Creator Army's service and the Creator's service are rendered.
2. Payments are processed exclusively through Stripe; you must not pay or accept payment outside the platform.
3. Chargebacks or failed payments may result in suspension.

7. Cancellations & refunds

Either party may cancel before delivery. Completed work is non-refundable except where required by law or resolved under the dispute process below.

8. Dispute resolution

1. **Internal process** – follow our separate Dispute Resolution Policy first.
2. **Mediation** – if still unresolved, either party may submit the dispute to mediation in Brisbane, Queensland.
3. **Courts** – disputes not settled within 30 days of mediation may be litigated exclusively in the courts of Queensland, Australia.

9. Acceptable use & community rules

Users must not:

1. post illegal, defamatory or infringing material;
2. misrepresent identity, skills or qualifications;
3. solicit or accept off-platform payments;
4. interfere with platform security;
5. Infringe on the intellectual property of others.

10. Warranties & liability

The platform is provided “as-is”. All statutory consumer guarantees that cannot be excluded remain, but otherwise:

1. Our total aggregate liability to you is capped at the fees you paid us in the previous 12 months.
2. We are not liable for indirect or consequential loss.

11. Termination

1. We may suspend or close an account for breach of this agreement, our policies, or for convenience.
2. You may close your account at any time (outstanding obligations survive). Monthly Platform subscriptions are non-refundable for partial months. Any cancellations are effective at the end of the current billing cycle.

12. Changes to these terms

We may modify these terms with 14 days’ notice via email or in-app notice. Continued use is considered acceptance of the modified terms.

13. Governing law

Queensland, Australia law applies; Queensland courts have exclusive jurisdiction.

14. Contact

support@creatorarmy.com