

Creator Terms of Service

Last updated: 2025

These Terms of Service (“Terms”) outline the expectations, responsibilities, and commitments between **The Creative Agency** (“the Agency”) and our creators (“the Creator”). By participating in our creator programs, you agree to these Terms.

1. Overview

Our goal is to support creators in building strong brand partnerships and sustainable income streams. These Terms are designed to set clear expectations for both parties, ensuring transparency, professionalism, and mutual success.

The Agency offers various levels of service including **Tier 1** (Managed Creators), **Tier 2** (Pitching Support), and **LTK & Similar Services** (affiliate content and posting support). Please review the section that applies to your tier.

2. Tier 1: Managed Creators

Purpose of the Admin Fee

The monthly administrative fee covers the ongoing operational costs associated with managing your creator business. This includes:

- Email management and organization
- Brand pitching and outreach
- Negotiation and contract review
- Invoicing and payment follow-up
- Brand and partnership tracking

The **admin fee is not a payment for the Agency to secure brand deals**. It covers the time, tools, and administrative labor necessary to manage your brand communications and partnership logistics.

Commission and Fee Waivers

When brand deals are secured, the Agency charges a commission as outlined in your signed agreement.

If your monthly revenue exceeds the threshold specified in your contract, the administrative fee may be **waived** for that period.

Brand Deal Disclaimer

The Agency **cannot guarantee brand deals**. Success in brand partnerships depends on many factors, including market trends, brand budgets, and creator performance metrics.

However, we **can guarantee** that our team will:

- Consistently advocate for you to brands
- Negotiate in your best interest
- Present you professionally and strategically to maximize your opportunities

Creator Expectations

This is a partnership. The Agency is only successful when you are successful.

We ask that creators:

- Maintain consistent, high-quality, and engaging content
- Actively work on **brand attraction** (posting strategically, tagging, engaging, and showing initiative)
- Keep audience engagement and analytics healthy
- Communicate with your talent manager about strategy and performance
- Uphold professionalism and timely communication with the Agency

At the end of the day, you are the face and creative force of your brand. While the Agency can send hundreds of pitches, **brands ultimately choose who they want to work with**.

3. Tier 2: Pitching Support Creators

Purpose and Scope

Tier 2 offers pitching and email outreach support for creators who want help with **initial brand communication** but prefer to handle their own negotiations and deal conversions.

Cold Pitching Expectations

All outreach performed under Tier 2 is **cold pitching**, meaning:

- Brands have not previously expressed interest or intent to collaborate.
- There is **no guarantee** that a brand will respond, accept, or engage in collaboration.

We commit to:

- Sending strategic, personalized pitches on your behalf
- Monitoring and analyzing outreach data
- Adjusting messaging and strategy based on email analytics to improve performance

Creator Responsibilities

Once a brand replies, the Creator is responsible for:

- Continuing the conversation with the brand
- Negotiating gifted, affiliate, or paid terms
- Handling contracts, deliverables, and invoicing independently

The Agency's responsibility ends once a brand responds to an outreach email.

Disclaimer

The Agency does not guarantee brand deals, gifted collaborations, or affiliate opportunities. Results vary by creator, niche, and brand interest.

4. LTK & Similar Services

Purpose of LTK Services

Our LTK services are designed to:

- Repurpose your existing content for LTK and other affiliate platforms
- Support posting and scheduling to maximize affiliate opportunities

These services **support your affiliate growth** but do not guarantee any specific sales or revenue outcomes.

Sales and Revenue Disclaimer

While we provide strategic support and best practices for maximizing affiliate performance, the Agency **cannot guarantee**:

- Any sales from your affiliate links
- Any specific revenue, clicks, or conversions
- Brand or platform responses or engagement

Affiliate earnings depend on multiple factors, including audience behavior, platform algorithm changes, seasonal trends, and the creator's posting frequency and content quality.

Creator Responsibilities

To get the most out of LTK services, creators agree to:

- Maintain and post high-quality content consistently
- Ensure affiliate links and content comply with platform guidelines
- Respond to any platform notifications, updates, or messages as needed
- Work collaboratively with your account manager to optimize content strategy

Agency Responsibilities

The Agency will:

- Repurpose content and create content as agreed

Share best practices and strategic guidance for engagement

5. General Terms (All Creators)

- **Professional Conduct:** Creators agree to represent both themselves and the Agency professionally in all communications with brands and the public.
 - **Confidentiality:** Both parties agree to maintain confidentiality regarding private business information, contract terms, and financial details.
 - **Termination:** Either party may terminate this relationship with written notice, subject to any terms in the signed contract.
 - **No Guarantee Clause:** The Agency cannot guarantee a specific number of brand responses, deals, or income levels.
 - **Mutual Success:** Both parties are expected to collaborate in good faith to maximize opportunities for success.
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6. Contact

If you have any questions about these Terms, please contact:

 info@theagencyhq.co

 www.thecreativeagencyboston.com