

Terms & Conditions

HIGH ALPHA TRENDS, LLC. (HIGH ALPHA) (“COMPANY”, “WE” OR “US”) PROVIDES ACCESS TO YOU AS A MEMBER OR USER THE WEBSITE, PRODUCTS, SOFTWARE, INFORMATION, AND SUBSCRIPTION SERVICES (“SERVICES”) VIA OUR WEBSITE, DISCORD, SOCIAL MEDIA, ETC. SUBJECT TO COMPLIANCE WITH ALL TERMS, CONDITIONS, NOTICES, AND AMENDMENTS PROVIDED HEREWITHIN AS WELL AS ON ALL OF THE ABOVE REFERENCE VENUES THAT ARE OPERATED BY US OR OUR AFFILIATES. ADDITIONALLY, UPON SUBSCRIBING TO OUR SERVICE YOU WILL BE SUBJECT TO OTHER RULES AND CONDITIONS UPON ENTRY INTO THE MEMBERS PORTAL.

BY USING OR ACCESSING ANY PRODUCT CREATED BY HIGH ALPHA, LLC OR ITS AFFILIATES INCLUDING THIS WEBSITE, THE DISCORD CHANNEL, ANY SOFTWARE PROVIDED, OR ANY SOCIAL MEDIA ACCOUNTS OR OTHERWISE; YOU AGREE TO ABIDE BY THIS POLICY AT ALL TIMES. YOU ALSO ACKNOWLEDGE AND UNDERSTAND THAT THE REMEDY FOR ANY DISSATISFACTION OR DISAGREEMENT WITH THE PRODUCT, SERVICES OR POLICIES IS TO DISCONTINUE USING SAID PRODUCT.

1. Accessing the Website

We reserve the right to withdraw or amend the Website, and any service or material that we provide on the Website, in our sole discretion and without notice to you. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. As a user, you are responsible for all interactions with the website as well as any third-party links.

2. Intellectual Property Rights

A. High Alpha Trends, LLC owns and has the right to use all of the content, features, and functionality on the Website (including but not limited to information, software, text, displays, images, video, audio, and their design, selection, and arrangement). This material is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. This Policy only allows you to use the Website for non-commercial purposes. You are not granted any rights, titles, or

interests in or to the Website or any of its content, and all rights are reserved by High Alpha Trends, LLC.

B. You are not permitted to store any data from this website, our products, or any software unless permitted by us.

C. YOU MAY NOT MIRROR, COPY, REPOST, OR OTHERWISE SHARE ANY CONTENT POSTED OR PROVIDED BY OUR TEAM WHETHER PUBLIC OR PRIVATE. ALL INFORMATION PROVIDED TO SUBSCRIBERS IS PROTECTED UNDER THE NDA SIGNED UPON ENTRY AS WELL AS THESE TERMS AND STANDARD COPYRIGHT LAWS.

D. We do not permit any derivative works of any kind.

3. HIGH ALPHA TRENDS MENTORSHIP: NON-DISCLOSURE & NON-COMPETE OBLIGATIONS

Participants (“Mentees”) in High Alpha Trends mentorship programs, including but not limited to the Yash System, agree to the following terms to protect the proprietary information and competitive position of High Alpha Trends, LLC (“Mentor”):

A. Confidential Information

1. “Confidential Information” encompasses all proprietary data shared during the mentorship, including:

2. Trading strategies, methodologies, indicators, tools, and proprietary knowledge;

3. Educational materials, lessons, recordings, charts, analyses, and trade execution strategies;

4. Discussions, insights, or mentorship advice provided during the program

B. Non-Disclosure & Non-Use Obligations

Mentees agree:

1. Not to disclose, share, reproduce, or distribute any Confidential Information to third parties without the Mentor's prior written consent;
2. To use the Confidential Information solely for personal trading and learning under the mentorship program;
3. Not to sell, resell, teach, or create derivative courses, mentorship programs, or educational materials based on the Confidential Information without express written permission from the Mentor.

C. Non-Compete Clause

Mentees agree that, during their participation in the mentorship program and for a period of 10 years thereafter, they will not, without the Mentor's prior written consent:

Establish, operate, or participate as instructors in any mentorship, educational program, or training course that competes directly or indirectly with High Alpha Trends' offerings;

Offer consulting, coaching, or educational services that incorporate or are derived from High Alpha Trends' proprietary systems;

Assist any third party in developing or promoting a competing trading education program.

This restriction applies globally and is necessary to protect the proprietary nature of High Alpha Trends' systems. Mentees wishing to engage in such activities must obtain explicit written approval from the Mentor. However, mentees are permitted to join other mentorship programs as students without violating this agreement.

D. Remedies

In the event of a breach of these obligations, High Alpha Trends, LLC may seek injunctive relief, damages, and any other legal remedies available to protect its proprietary information. Mentees acknowledge that unauthorized disclosure or use of the mentorship materials would cause irreparable harm to the Mentor.

By participating in High Alpha Trends' mentorship programs, Mentees acknowledge that they have read, understood, and agreed to abide by these terms.

4. Obligations and Representations

A. Use of this website and all of the products provided must be performed lawfully and within all terms provided here and otherwise. We do not take responsibility for any actions performed on your behalf.

B. By accessing and using the Website, you promise that:

You are legally capable of forming a contract with High Alpha Trends, LLC.

You will not violate any applicable local, state, federal, or international laws when visiting the website or interacting with our products.

You will not impersonate any person, entity, or representative of our company anywhere at any time including but not limited to social media, chat rooms, discord, public, etc.

You will not do anything to damage or otherwise harm another person's access to our products/services.

You will not use any mirroring or scraping tools to replicate our information or products elsewhere.

5. User Contributions

Usage of the services includes access to a chat room and other discussion areas. Members are also permitted to post information available to other members.

A. The User grants Company a perpetual, worldwide, transferable, royalty-free, non-exclusive, and fully sublicensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly display, and otherwise exploit any User Contributions made to the services, in any format or media now known or hereafter developed.

B. High Alpha Trends, LLC and its affiliates are not responsible for any User Contributions made by members of the subscription services. High Alpha Trends, LLC may attempt to review and moderate these posts, but cannot guarantee the accuracy, authenticity, or legality of any posts made by third-party users.

C. Users must ensure any User Contributions they make adhere to the content policies of any third-party services they are posted upon. Failure to do so may result in termination of their subscription.

D. Users are solely responsible for the content, legality, reliability, accuracy, and appropriateness of their User Contributions. High Alpha Trends, LLC is not liable or responsible for the content or accuracy of any User Contributions posted by users.

6. User Content

Material that User Contributions must not contain:

Defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable content.

Promotes sexually explicit or pornographic material, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringement of any patent, trademark, trade secret, copyright or other intellectual property rights of any third party.

Infringement of the legal rights (including the right of publicity and privacy) of others.

Material that could give rise to any civil or criminal liability under applicable laws.

Promotion of any illegal activity, or advocacy, promotion or assistance of any unlawful act.

Annoyance, inconvenience or needless anxiety or that is likely to upset, embarrass, alarm or annoy any other person.

Impersonation of any person, or misrepresentation of your identity or affiliation with any person or organization.

Commercial activities or sales.

Anything likely to deceive or give the impression that it emanates from or is endorsed by us, or any other person or entity.

7. Monitoring, Enforcement, and Termination

We do not guarantee nor promise to screen or review any user contributions. Additionally, High Alpha Trends, LLC employs contractors who may make contributions that High Alpha Trends, LLC do not agree with nor support. You as the user agree to hold High Alpha Trends, LLC harmless for any content posted. We do not undertake to review material before it is posted in our forum, website, or otherwise and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third-party. We have the right to:

Remove or refuse to post any User Contributions for any reason.

Take any action with respect to User Contributions that we deem necessary or appropriate.

Disclose your identity or other information about you to any third-party who reasonably claims that material posted by you infringes their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

Terminate or suspend your access to all or part of the Website.

8. Copyright Infringement

We take copyright infringement claims seriously. If you believe any materials accessible on or from our Website infringe your copyright, you can submit a written notification to our Copyright Agent (as designated below). This notification must comply with the Digital Millennium Copyright Act (DMCA), 17 U.S.C. §512. The written notice (the “DMCA Notice”) must include:

Your physical or electronic signature.

Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.

Identification of the material you believe to be infringing, with enough specificity to allow us to locate that material.

Adequate contact information (including your name, postal address, telephone number and, if available, e-mail address).

A statement expressing your good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.

A statement declaring that the information in the notice is accurate.

A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and legal fees).

9. Do Your Own Research

High Alpha Trends, LLC provides information that may or may not be complete, accurate, or otherwise valid content. Within use of the service you may be provided with links, information, and other tips and knowledge for using the service. High Alpha Trends, LLC makes no warranties or guarantees that this information can or should be relied upon as truth or fact. By using the service you agree and acknowledge that High Alpha Trends, LLC is not liable or responsible for the actions of any third parties, its vendors, or other members and you use this information at your own risk and expense.

10. Cancellation/Refund Policy

Digital products or services CANCELLATION IS ALLOWED AT ANY TIME DURING YOUR SUBSCRIPTION PERIOD. CLIENTS ARE ABLE TO ACCESS AND MANAGE THEIR SUBSCRIPTION ANYTIME BY LOGGING INTO THE CLIENT DASHBOARD ON WHOP.COM AND CLICKING "CANCEL SUBSCRIPTION."

ACCEPTANCE OF SERVICES AND/OR GOODS IS VALID UPON RECEIPT OF DELIVERY BY HIGH ALPHA, LLC. BY PURCHASING THESE PRODUCTS AND/OR USING THESE PRODUCTS YOU TAKE ALL RESPONSIBILITY, ACCOUNTABILITY, AND LIABILITY. HIGH ALPHA TRENDS, LLC AS THE SELLER/PRODUCER/RETAILER ARE NOT RESPONSIBLE FOR ANY OUTCOME OF PRODUCT USAGE. THIS SERVICE DOES NOT GUARANTEE SUCCESS IN ANY TERMS. NO REFUNDS, REPLACEMENTS, RETURNS WILL BE GIVEN OUT UNDER ANY CIRCUMSTANCES.

UNLESS OTHERWISE SPECIFIED, ALL PURCHASES ON THIS WEBSITE ARE DIGITAL SERVICES CONSISTING OF WEBSITE MONITORS, LINK COLLECTION, AND DIGITAL SOFTWARE. DUE TO THE DIGITAL NATURE OF THESE GOODS, REFUNDS AND/OR RETURNS ARE NOT POSSIBLE AND THUS ALL PURCHASES ARE CONSIDERED FINAL SALE.

ANY ATTEMPT TO USE A BANK OR THIRD PARTY TO REVERSE A PAYMENT OR “CHARGEBACK” ON PAYMENT FOR THESE SERVICES WILL BE CONSIDERED FRAUDULENT AND PUNISHABLE UNDER THE LAWS OF CALIFORNIA AND THE UNITED STATES UNDER 18 U.S. CODE § 1341. HIGH ALPHA TRENDS, LLC RESERVES THE RIGHT TO REPORT AND PURSUE DAMAGES SHOULD PAYMENT FOR DELIVERED GOODS BE REVERSED.

11. Usage of Products Provided

PURCHASER AGREES THAT THEY WILL HOLD HIGH ALPHA, LLC AND ITS AFFILIATES HARMLESS SHOULD THE USER (YOU) USE THE PRODUCTS PROVIDED IN A MANNER THAT VIOLATES ANY TERMS OF OTHER WEBSITES, AS WELL AS AGAINST ANY LOCAL OR STATE LAW. HIGH ALPHA TRENDS, LLC IS NOT RESPONSIBLE FOR THE USAGE OF THEIR PRODUCTS BEYOND DELIVERING THEM TO THE PURCHASER. USER AGREES HE WILL USE THE PRODUCTS PROVIDED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL GUIDELINES AS WELL AS WITHIN THE TERMS OF SERVICE OF EACH WEBSITE. USER AGREES TO HOLD HIGH ALPHA, LLC HARMLESS IN ALL USAGE OF PRODUCTS PROVIDED INCLUDING BUT NOT LIMITED TO SOFTWARE, LINKS, ACCESS, PRODUCTS, ETC.

12. Privacy

All information we collect on the Website is subject to the websites privacy policy. By using this site and the contents of High Alpha Trends, LLC you agree to this policy.

13. Subscriptions and Other Terms and Conditions

All subscriptions are governed by our terms of use as well as our billing policies. By purchasing you also agree to all provided terms upon purchase and use of the product.

14. Third Party Links

At times the service or High Alpha Trends, LLC website may have links to other sites and resources that were created by third parties – they are there for your convenience only. We do not have control over any of the content of those sites or resources, and we cannot be responsible for any losses or damages that may occur as a result of using them. If you choose to visit any third-party websites linked to the website or from any other resource

provided by High Alpha Trends, LLC, you are doing so at your own risk and must comply with the terms and conditions of use for those third-party websites.

15. No Promises or Warranties

This Site's content is provided on an "as is" and "as available" basis without any warranties of any kind, either expressed or implied. We do not guarantee that the content will meet your requirements, that the Site will be uninterrupted, timely, secure, or error-free, that the results that may be obtained from the use of the content will be effective, accurate or reliable, or that the quality of any content obtained by you from the Site or our affiliates will meet your expectations. This Site may contain technical or other mistakes, inaccuracies, or typographical errors. We may make changes to the content at this Site at any time without notice. The content available at this Site may be out of date and we make no commitment to update such content. Any use of or downloading of content from this Site is done at your own risk and with your agreement that you are solely responsible for any damage to your computer system or loss of data that results from such activities. We reserve the right to modify or discontinue the Site, including any features therein, at any time without notice. We shall not be liable to you or any third party should we exercise such right.

16. Limitation of Liability

High Alpha Trends, LLC, its licensors, employees, agents, officers, and directors shall not be liable to you or any third-party for any special, punitive, incidental, indirect or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, loss of data, or loss of profits, whether or not High Alpha Trends, LLC has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of the website or of any website referenced or linked to from the website. You will be solely responsible for any claims and damages resulting from the use and misuse of the website by yourself.

17. Changes Immediately Effective

We reserve the right to alter the terms of this Policy at any point in time, in our own discretion. Any modifications will become effective immediately upon being posted on the Website. By continuing to use the Website, you are agreeing to all modifications of the terms and conditions.

18. Equitable Relief

If you breach any of the confidentiality or proprietary rights provisions of this Policy, you acknowledge that High Alpha Trends, LLC may suffer irreparable harm for which monetary damages may not be sufficient compensation. Therefore, High Alpha Trends, LLC may take legal action to stop the violation, and may seek an injunction to prevent any further breach or threatened breach of these provisions, in addition to other remedies that High Alpha Trends, LLC may be entitled to.

19. Governing Law and Venue

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF ARIZONA.

20. Electronic Signature Consent

Your access and use of the Site, the Application and/or the Services will be managed through your account. High Alpha Trends, LLC relies on an electronic signature process as official authorization for your agreement as well as any changes to these Terms of Service or any transactions conducted in the Site or the Application. By accessing this Site or the Application and, where prompted clicking “I Agree” or “Click to Consent,” you agree to conduct each transaction by electronic means and High Alpha Trends, LLC and you hereby state that electronic signatures shall have the same force and effect as an original signatures with respect to these Terms and all written agreements entered into between you and High Alpha Trends, LLC. You may revoke approval of this electronic signature process at any time with prior written notice to High Alpha Trends, LLC from your account; however, this will result in a suspension or termination of the Services absent your acknowledgment of agreement or consent by other valid legal means.

21. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected, impaired, or invalidated.

22. Waiver and Amendment

No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

23. Website Restrictions

Although the website may be available in worldwide jurisdictions, users from any country or state that cannot transact with the United States, or whose laws prevent similar businesses' to the companies, are not permitted to use or otherwise engage with High Alpha Trends, LLC or its products.

24. User Data

On occasion, we may collect user data to improve our business practices. By using and accessing our products you agree to our collection of information such as your name, location, billing information, contact information, and any other information reasonably required to be collected. You also understand that should this company be purchased or merged we may transfer this information to the new owners.

25. Complete Agreement

This Policy, together with the documents expressly referred to herein, constitutes the sole and entire agreement between you and High Alpha Trends, LLC with respect to the Website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

26. Questions

This website and its subsidiaries are operated by High Alpha, LLC. Should any questions arise please contact us at highalphatrends@gmail.com