

Terms of Service

Effective Date: 2024

1. Agreement to Terms

These Terms of Service ("Terms") form a binding agreement between you ("Member," "you") and [PeloSwing LLC Legal Name] ("PeloSwing," "we," "us," "our"), a limited liability company, governing your access to and use of the PeloSwing subscription community, including our Whop-hosted membership, Discord server, X (Twitter) content and subscription tier, and any related content, alerts, or documents (collectively, the "Services").

By purchasing a subscription, joining our Discord, or otherwise accessing the Services, you agree to these Terms. If you do not agree, do not use the Services.

2. Not Financial Advice — Risk Disclosure

PeloSwing provides trade alerts, chart analysis, options flow commentary, and educational content for informational and educational purposes only. Nothing provided through the Services constitutes financial, investment, legal, or tax advice, and PeloSwing is not a registered investment advisor, broker-dealer, or financial planner under federal or state law.

Trading and investing in options, equities, and other securities involves substantial risk of loss and is not suitable for every investor. You acknowledge and agree that:

- All trade alerts, price targets, gamma exposure (GEX) reads, and chart analysis reflect the personal opinions of the author at the time posted and may become outdated without notice.
- Past performance, including any historical alert win rate or results shared publicly (e.g., under #pelocalledit), is not indicative of future results.
- You are solely responsible for your own trading and investment decisions. PeloSwing does not execute trades on your behalf and has no knowledge of your financial situation, objectives, or risk tolerance.
- You should consult a licensed financial advisor before making any investment decision, and you should never risk capital you cannot afford to lose.
- No content within the Services should be construed as a recommendation to buy, sell, or hold any security or derivative instrument.

3. Eligibility

You must be at least 18 years old and legally capable of entering into a binding contract to use the Services. By subscribing, you represent that you meet these requirements.

4. Subscriptions, Billing & Access

Subscriptions are billed on a recurring basis (monthly or annually, depending on the tier selected) through Whop's payment processing. By subscribing, you authorize recurring charges to your chosen payment method until you cancel.

- Pricing and tier features are as displayed at checkout at the time of purchase and may change prospectively for future billing cycles.
- Access to Discord channels, alerts, and content is tied to active subscription status and is automatically revoked upon cancellation, non-payment, or termination.
- You are responsible for keeping your payment information current. Failed payments may result in suspension of access.

Our refund practices are described in the separate Return & Refund Policy, which is incorporated into these Terms by reference.

5. Member Conduct

To keep the community useful and functional for everyone, you agree not to:

- Share, resell, screenshot, or redistribute paid alerts, PeloDen documents, or Discord content outside the community without written permission.
- Impersonate PeloSwing staff or other members, or misrepresent your affiliation with PeloSwing.
- Use the Services for any unlawful purpose, including market manipulation or unauthorized dissemination of material nonpublic information.
- Harass, threaten, or abuse other members or staff.
- Attempt to circumvent payment, access controls, or subscription tiers.

Violation of this section may result in suspension or termination of your account without refund, at our discretion.

6. Intellectual Property

All content provided through the Services — including trade alerts, PeloDen documents, charts, graphics, the PeloSwing name and logo, and original written analysis — is owned by PeloSwing or its licensors and protected by copyright and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access this content for personal use only, subject to the EULA.

7. Third-Party Platforms

The Services are delivered in part through third-party platforms, including Whop (billing and membership access), Discord (community chat), and X/Twitter (public and subscriber content). Your use of those platforms is also governed by their respective terms of service and privacy policies, which PeloSwing does not control.

8. Disclaimer of Warranties

The Services are provided "as is" and "as available" without warranties of any kind, whether express or implied, including but not limited to accuracy, completeness, timeliness, or fitness for a particular purpose. Market data, options flow, and gamma exposure figures are sourced from third-party tools and may contain errors, delays, or omissions.

9. Limitation of Liability

To the maximum extent permitted by law, PeloSwing, its owners, contractors, and affiliates will not be liable for any trading losses, indirect, incidental, special, or consequential damages arising from your use of, or inability to use, the

Services, even if advised of the possibility of such damages. Your sole remedy for dissatisfaction with the Services is to discontinue your subscription.

10. Termination

We may suspend or terminate your access to the Services at any time, with or without cause, including for violation of these Terms. You may cancel your subscription at any time through Whop; cancellation stops future billing but does not entitle you to a refund of amounts already charged except as described in the Return & Refund Policy.

11. Changes to These Terms

We may update these Terms from time to time. Material changes will be communicated via Discord announcement, email, or posted update with a new effective date. Continued use of the Services after changes take effect constitutes acceptance.

12. Governing Law & Disputes

These Terms are governed by the laws of the State of Wyoming, without regard to conflict-of-law principles, regardless of your location. Any dispute arising from these Terms or the Services will be resolved through binding individual arbitration or in the state or federal courts located in Wyoming, and you waive any right to a jury trial or to participate in a class action.

13. Contact

Questions about these Terms can be sent to peloswingllc@gmail.com or through our Discord support channel.