

Terms of Service

The Creative Trader | Effective July 3, 2026

These Terms of Service ("Terms") govern access to and use of the products and services offered by Uncreative Capital LLC d/b/a The Creative Trader ("Company," "we," "us"), including the proprietary trading indicator, the live trading room and Discord community, and the educational course (collectively, the "Services"), delivered via Whop and associated platforms. By purchasing, accessing, or using the Services, you ("Member," "you") agree to these Terms.

1. Eligibility

You must be at least 18 years old and legally able to enter into a binding contract to purchase or use the Services. The Services are for personal, individual use only.

2. The Services

The Services consist of:

- A proprietary technical indicator licensed for use on TradingView.
- Access to a live trading room and Discord community.
- An educational course on trading concepts and methodology.

All Services are educational and informational in nature. Access is granted on a subscription or license basis as described at checkout.

3. No Financial Advice / Risk Disclosure

Nothing provided through the Services constitutes financial, investment, tax, or legal advice. Trading futures, forex, and other financial instruments carries substantial risk of loss and is not suitable for every individual. Past performance, backtested results, and results shared by other members are not indicative of future results. You are solely responsible for your own trading decisions and any losses that result from them.

4. Payment, Billing & Access

Fees are billed as disclosed at the time of purchase. Subscriptions renew automatically at the then-current price until canceled. You may cancel future billing at any time through your Whop account; cancellation stops future charges but does not entitle you to a refund of any amount already paid, and access continues through the remainder of the then-current billing period.

5. No Refunds

ALL PURCHASES ARE FINAL. WE DO NOT OFFER REFUNDS FOR ANY REASON, INCLUDING PARTIAL USE, NON-USE, DISSATISFACTION, TRADING LOSSES, OR CHANGE OF MIND. See our Return Policy for full details.

6. Prohibited Conduct

You agree not to:

- Share, resell, sublicense, or transfer your account, indicator access, or course materials to any third party.
- Reverse engineer, copy, decompile, or attempt to extract the source code or logic of the indicator.
- Record, redistribute, or publicly share live trading room sessions or course content.
- Use the Services for any unlawful purpose or in a manner that harasses other members.

Violation of this section is grounds for immediate termination without refund.

7. Intellectual Property

All indicator code, course content, branding, and materials remain the exclusive property of Uncreative Capital LLC d/b/a The Creative Trader. Access to the Services grants you a limited license to use them, not ownership of any underlying materials or intellectual property.

8. Termination

We may suspend or terminate your access at our discretion, with or without cause, including for breach of these Terms. Termination for breach does not entitle you to any refund.

9. Disclaimers & Limitation of Liability

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR TRADING-RELATED LOSSES ARISING FROM YOUR USE OF THE SERVICES. OUR TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE 3 MONTHS PRECEDING THE CLAIM.

10. Indemnification

You agree to indemnify and hold the Company harmless from any claims, losses, or damages arising from your use of the Services or violation of these Terms.

11. Governing Law

These Terms are governed by the laws of the State of Illinois, without regard to conflict-of-law principles. Any disputes shall be resolved exclusively in the state or federal courts located in Chicago, Illinois.

12. Changes to These Terms

We may update these Terms from time to time. Continued use of the Services after changes take effect constitutes acceptance of the revised Terms.

13. Contact

Questions about these Terms can be sent to support@thecreativetrader.com.