

TRADING ARK — PREMIUM MEMBERSHIP AGREEMENT

Effective Date: June 22, 2026

By clicking "I Agree" and completing your purchase, you confirm that you have read, understood, and agree to be bound by this Premium Membership Agreement ("Agreement"). This is a legally binding agreement between you ("Member," "you") and Trading Ark ("we," "us," "our").

1. What Your Membership Includes

A Trading Ark Premium membership provides you with access to the following during your active paid subscription period:

- The Trading Ark members-only Discord community server
- Signal posts shared within the community for educational reference
- Live trading sessions
- Educational content and materials made available to Premium members

All access is personal and non-transferable. It is contingent on your continued compliance with this Agreement and your maintenance of an active, paid subscription.

2. Risk Disclosure and Signals — Read Carefully

THIS SECTION IS THE MOST IMPORTANT PART OF THIS AGREEMENT.

2.1 — Signals Are Educational Trade Ideas Only

All signals, trade setups, market observations, and live session commentary shared through Trading Ark — on Discord, in live calls, or through any other channel — are **trade ideas shared strictly for educational and informational purposes only.**

They are not, and must not be construed as:

- Financial advice of any kind
- Investment advice or a solicitation to invest or trade

- Commodity trading advice
- A personal recommendation directed to you specifically to enter or exit any position
- A guarantee of any outcome, profit, or loss

Every signal represents a general educational illustration of a potential trade setup based on Trading Ark's internal analysis at a specific point in time. Signals may be right or wrong. Markets are inherently unpredictable.

2.2 — Not a Registered Advisor

Trading Ark is **not** a registered investment advisor, broker-dealer, Commodity Trading Advisor (CTA), futures commission merchant, or licensed financial planner under any applicable federal or state law. We do not hold any such registration or license with the CFTC, NFA, SEC, or any other regulatory body.

Nothing provided through your Premium membership creates a financial advisory, fiduciary, or client relationship between you and Trading Ark.

2.3 — You Trade Entirely at Your Own Risk

All trading decisions are made solely at your own discretion and risk. You are solely and exclusively responsible for:

- Evaluating whether any signal or educational content is appropriate for your individual financial situation
- Applying your own independent analysis and judgment before executing any trade
- Implementing and maintaining your own risk management at all times
- Any and all financial outcomes resulting from trades you choose to execute

Trading Ark accepts no responsibility or liability of any kind for any trading losses, financial losses, or other damages you incur as a result of using our services or acting on any signal, live session commentary, or educational content.

2.4 — No Guaranteed Results

Trading Ark makes no representation, warranty, or guarantee of any kind — express or implied — that you will earn any income, achieve any specific trading results, or make any specific amount of money as a result of your Premium membership.

Results shared by Trading Ark staff or community members are individual results achieved under specific market conditions. They are not typical. Most futures traders lose money.

Past performance — whether real or hypothetical — is not indicative of future results. Any backtested or historical results are subject to the limitations of CFTC Regulation 4.41. See our full Risk Disclaimer at thetradingark.com/disclaimer.

2.5 — Futures Trading Risk

Futures trading involves a high degree of risk, including the possible loss of more than your initial investment due to leverage. Only trade with capital you can afford to lose entirely.

3. Membership Conduct

By accepting this Agreement you confirm you will:

- Keep all community content — including signals, indicator analysis, live session content, and all internal discussions — **strictly confidential** and not share, redistribute, screenshot for redistribution, or screen record any content for sharing outside the community
- Not share your Discord access, Whop login, or any other membership credentials with any other person
- Not promote, advertise, or solicit for competing trading services, communities, or products within the community
- Not present any Trading Ark signal, trade setup, or educational content as your own original product or methodology to any third party
- Treat all members and staff with respect — zero tolerance for harassment, abuse, threats, or discriminatory conduct of any kind
- Not give personalized financial advice to other community members
- Label paper and demo trading results clearly and not misrepresent them as live funded results

Violations may result in immediate and permanent termination of your membership without refund.

4. Access Contingent on Active Payment

Your access to all Trading Ark Premium services — including Discord community access — is contingent at all times on maintenance of an active, paid subscription through Whop.

If your payment fails, your subscription lapses, or your membership is cancelled or terminated for any reason, your access to all Trading Ark services will be revoked. You may not attempt to retain access to the Discord server or any Trading Ark platform following the end of your active subscription period.

Trading Ark reserves the right to revoke access at any time for violations of this Agreement or our full Terms of Service.

5. Billing

Your Premium membership is billed on a recurring basis through Whop at the rate displayed at the time of purchase. By completing your purchase you authorize Trading Ark to charge the applicable fee on each billing date through Whop's payment processing system.

You may cancel at any time through your Whop account settings. Cancellation stops future billing but does not affect access during the current billing period already paid for.

6. Privacy — What Data We Hold

In connection with your Premium membership, Trading Ark processes the following personal data:

- Your name and email address provided through Whop at the time of purchase
- Your Discord user ID and username collected when you join the Trading Ark Discord server
- Your purchase history and billing records as processed through Whop and its payment processors

This data is used solely to manage your membership, deliver services, and enforce our agreements. We do not sell your personal data. Full details of how we collect, use, store, and protect your data are in our Privacy Policy at thetradingark.com/privacy.

7. Refund and Return Policy

All sales are final. No refunds will be issued once Discord access has been granted, regardless of whether you have used the service.

If you believe there has been a genuine billing error, contact us at **officialtradingark@gmail.com** within 48 hours of the charge. Do not initiate a chargeback without first contacting us. Unauthorized chargebacks will result in immediate permanent termination of all access and will be pursued for the full disputed amount plus all associated costs.

Full policy: **thetradingark.com/refund**

8. Intellectual Property

All Trading Ark content — including signals, educational materials, and live session recordings — is the exclusive intellectual property of Trading Ark protected by United States copyright law. You are granted a limited, personal, non-exclusive, non-transferable, revocable license to access and use Premium content solely for your own personal educational purposes during your active membership. No redistribution, resale, or commercial use of any Trading Ark content is permitted.

9. Full Terms of Service

This Agreement is supplemented by and subject to Trading Ark's full Terms of Service, Privacy Policy, Risk Disclaimer, and Refund Policy, all available at **thetradingark.com**. In the event of any conflict between this Agreement and the full Terms of Service, the full Terms of Service shall prevail.

10. Governing Law

This Agreement is governed by the laws of the **State of Ohio**. Disputes shall be resolved in accordance with the dispute resolution provisions in the full Terms of Service at **thetradingark.com/terms**.

By clicking "I Agree" you confirm you have read, understood, and agree to be bound by this Premium Membership Agreement in its entirety, including the risk disclosures in Section 2.

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