# DART'S LAB

## Terms of Service

Last Updated: July 2026

### 1. ACCEPTANCE OF TERMS

By accessing, registering for, or using the Dart's Lab platform, services, content, and trading education materials (collectively, the "Service"), you acknowledge that you have read, understood, and agree to be bound by these Terms of Service ("Agreement"). If you do not agree to these terms, you are not authorized to use the Service. Your use of the Service constitutes acceptance of this Agreement.

### 2. DESCRIPTION OF SERVICE

Dart's Lab provides trading education, market analysis, trading content, and community access focused on teaching trading strategies and market concepts. The Service is educational in nature only and does not constitute investment advice, financial advice, or a recommendation to buy or sell any security.

### 3. PAYMENT, SUBSCRIPTION, AND NO REFUND POLICY

3.1 BINDING, NON-REFUNDABLE TRANSACTION

- All payments for access to Dart's Lab ("Purchase") are non-refundable and non-reversible under all circumstances, without exception. By completing a Purchase, you agree that:
- The transaction is final and binding
- You waive any right to request a refund, reversal, or chargeback
- You cannot cancel after purchase, request a credit, or receive any funds back
- This applies regardless of your reason, satisfaction level, change of mind, or any other circumstance

3.2 EXPLICIT ACKNOWLEDGMENT BEFORE PURCHASE

Before completing any Purchase, you will be presented with a clear, explicit checkbox or consent screen that reads: "I understand this is a non-refundable purchase. I waive all rights to refunds, reversals, or chargebacks." You must affirmatively consent to this statement. By clicking "Purchase" or "Subscribe," you acknowledge this disclosure.

3.3 NO REFUND - NO EXCEPTION

- Dart's Lab will not issue refunds under any of the following circumstances (and this list is illustrative, not exhaustive):
- Change of mind or dissatisfaction with the Service
- Technical issues or inability to access the Service (temporary outages)
- Claim that the Service did not meet expectations
- User error or failure to utilize the Service
- Loss of funds in trading (the Service is educational only; trading results are not guaranteed)
- Any other reason

3.4 SUBSCRIPTION RENEWALS

Recurring subscriptions will renew automatically on the date specified at purchase. You are responsible for managing your subscription and canceling before the next renewal date if you do not wish to be charged. Dart's Lab will send renewal notices, but failure to cancel does not entitle you to a refund.

## 4. CHARGEBACK AND DISPUTE PROHIBITION

4.1 PROHIBITION ON CHARGEBACKS

- You expressly waive and forbid any chargeback, reversal, or dispute filing with your payment processor, bank, or credit card company in connection with any Purchase. By making a Payment, you agree that:
- You will not initiate, participate in, or authorize a chargeback
- You will not file a dispute or claim with your bank or payment processor
- You will not represent to your bank or payment processor that the transaction was unauthorized
- You will not claim fraud, error, or misrepresentation in connection with a valid Purchase

4.2 CONSEQUENCES OF CHARGEBACK

- If you file a chargeback, reversal, or dispute in violation of this Section 4.1, you:
- Breach this Agreement
- Authorize Dart's Lab to permanently ban your account and revoke all access
- Authorize Dart's Lab to pursue legal action to recover chargeback fees, penalties, and damages
- Remain liable for any chargeback fees, processing costs, and attorney fees incurred by Dart's Lab

4.3 CHARGEBACK LIABILITY

- You agree to indemnify and hold harmless Dart's Lab from any chargeback filing, including all fees, penalties, and costs incurred. If you file a chargeback and we recover it, you will reimburse Dart's Lab for:
- Chargeback fee (typically $15-$100 per processor)
- Processing and investigation costs
- Legal fees and attorney costs
- Liquidated damages of $250-$500 per chargeback filing

## 5. INTELLECTUAL PROPERTY RIGHTS

All content, materials, educational resources, videos, charts, and proprietary information provided by Dart's Lab are the exclusive intellectual property of Dart's Lab. You are granted a limited, non-exclusive, non-transferable license to access the Service for your personal use only. You may not copy, reproduce, distribute, publish, or create derivative works from any Dart's Lab content.

## 6. DISCLAIMER OF LIABILITY AND RISK

6.1 EDUCATIONAL PURPOSES ONLY

The Service is educational in nature. Dart's Lab does not provide investment advice, financial advice, or trading signals. Nothing in the Service should be construed as a recommendation to buy, sell, or hold any security. Past performance is not indicative of future results.

6.2 NO WARRANTY

The Service is provided "as is" without warranty of any kind, express or implied. Dart's Lab does not warrant that the Service will be uninterrupted, error-free, or fit for any particular purpose.

6.3 LIMITATION OF LIABILITY

To the maximum extent permitted by law, Dart's Lab is not liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, trading losses, or loss of data, even if advised of the possibility of such damages.

## 7. USER CONDUCT AND ACCOUNT TERMINATION

- Dart's Lab reserves the right to terminate, suspend, or ban any account without refund if you:
- Violate any term of this Agreement
- File a chargeback or dispute
- Engage in fraud, abuse, or harassment
- Breach intellectual property rights
- Any other conduct deemed harmful to Dart's Lab or the community

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 BINDING ARBITRATION

Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved through binding arbitration, not litigation. By accepting these terms, you waive your right to a jury trial or class action.

8.2 GOVERNING LAW

This Agreement is governed by the laws of England and Wales, without regard to its conflict of law principles.

## 9. SEVERABILITY

If any provision of this Agreement is found to be unenforceable, the remaining provisions shall continue in full force and effect.