

# TERMS OF SERVICE

## Gold Rush Trading Software & Community

Operated by **Capital Rush, LLC**

Last Updated: January 28, 2026

By purchasing, accessing, or using **Gold Rush** (the “Product”), you (“User,” “you,” or “your”) agree to be legally bound by these Terms of Service (“Terms”). These Terms constitute a binding agreement between you and **Capital Rush, LLC** (“Capital Rush,” “Company,” “we,” “us,” or “our”).

If you do not agree to these Terms in full, you must not access or use Gold Rush.

## 1. DESCRIPTION OF SERVICE

Gold Rush is a proprietary trading software and private community operated by Capital Rush, LLC. The Product may include, but is not limited to:

- Proprietary indicators, tools, and algorithms
- Trade alerts, market bias, execution frameworks, and analytics
- Educational materials, explanations, and recorded content
- Access to private communities (including Discord, Whop, group chats, calls, and screen shares)

**Gold Rush does not execute trades, manage accounts, or place orders on your behalf.**

All trades are executed solely by you, at your discretion, using your own capital.

Gold Rush is:

- **NOT** a brokerage
- **NOT** a registered investment advisor
- **NOT** a signal service acting as an agent
- **NOT** a guarantee of profitability

You acknowledge that Gold Rush provides tools and information only, and that **all trading decisions and outcomes are your sole responsibility.**

## 2. ELIGIBILITY & USER RESPONSIBILITY

To access or use Gold Rush, you must:

- Be at least **18 years of age**
- Be legally permitted to trade futures or financial instruments in your jurisdiction
- Have the mental and financial capacity to assume trading risk
- Comply with all applicable local, state, federal, and international laws

You are solely responsible for:

- Determining whether futures trading is appropriate for you
- Ensuring compliance with prop firm, broker, exchange, or regulatory rules
- All gains, losses, fees, penalties, and tax obligations

Capital Rush makes no representations regarding your eligibility or suitability to trade.

### **3. CONFIDENTIALITY & NON-DISCLOSURE (STRICT)**

All content within Gold Rush is **strictly confidential and proprietary**. This includes, without limitation:

- Software, indicators, logic, formulas, alerts, and outputs
- Entry prices, stop losses, take profits, bias, structure, and reasoning
- Trading methodologies, execution rules, and frameworks
- Discord content, Whop content, chats, voice calls, screen shares, recordings
- Written, verbal, visual, digital, or observed information

**You agree that you will NOT, directly or indirectly:**

- Share, leak, sell, license, or redistribute any content
- Screenshot, screen-record, record audio/video, or stream any content
- Repost, publish, or relay information in any public or private forum
- Explain, paraphrase, teach, or summarize strategies to non-members
- Allow any third party to view, access, or benefit from your account
- Use Gold Rush content to assist or profit others
- Access the Product on behalf of another individual or entity

These confidentiality obligations **survive cancellation, termination, or removal**, indefinitely.

Any breach of confidentiality is considered **material harm** to Capital Rush.

## 4. ACCEPTABLE USE & RESTRICTIONS

Gold Rush is licensed to you **for personal use only**.

You may **NOT**:

- Sell, resell, sublicense, or transfer access
- Mirror, copy-trade, relay, or broadcast alerts to others
- Build, assist, or contribute to competing software, indicators, or communities
- Use Gold Rush content to train AI models, bots, scripts, or automation
- Trade on behalf of others using Gold Rush information
- Circumvent access controls, security, or monitoring systems

Any attempt to reverse-engineer, replicate, or commercialize Gold Rush content is strictly prohibited.

## 5. FEES, ACCESS & TERMINATION

Capital Rush reserves the absolute right to:

- Suspend or terminate access **immediately**, with or without notice
- Remove users for any violation or suspected misuse
- Deny refunds in cases of policy breaches or abuse

Termination may occur due to, but is not limited to:

- Violation of these Terms
- Confidentiality breaches
- Misrepresentation or misuse
- Behavior harmful to the community or Company

Termination does **not** release you from obligations under these Terms.

## 6. RISK DISCLOSURE & DISCLAIMER

Trading futures and leveraged instruments involves **substantial risk**, including the risk of total loss.

You acknowledge and agree that:

- Past performance does **not** guarantee future results

- Losses can exceed expectations and occur rapidly
- Alerts may be delayed, missed, or inaccurate
- Market conditions can change without notice

Gold Rush makes **no guarantees** regarding profitability, performance, or outcomes.

## 7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Capital Rush, LLC shall **NOT** be liable for:

- Trading losses or missed opportunities
- Missed, delayed, or failed alerts
- Platform outages, data issues, or third-party failures
- User error, misuse, or misunderstanding
- Emotional, financial, or opportunity costs

In no event shall Capital Rush's liability exceed the amount paid by you for access to Gold Rush.

## 8. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Capital Rush, LLC, its owners, affiliates, and contractors from any claims, damages, losses, or expenses arising from:

- Your use or misuse of Gold Rush
- Your violation of these Terms
- Your trading activities or outcomes

## 9. GOVERNING LAW & JURISDICTION

These Terms shall be governed by and construed under the laws of the **United States**, without regard to conflict-of-law principles.

Any disputes shall be resolved exclusively in a court of competent jurisdiction selected by Capital Rush, LLC.

## **10. ACCEPTANCE & BINDING AGREEMENT**

By accessing, purchasing, or using Gold Rush, you:

- Acknowledge that you have read and understood these Terms
- Agree to be legally bound by them
- Accept full responsibility for your actions and trading decisions

If you do not agree, you must immediately discontinue use of Gold Rush.