



[Swing500.com](https://www.swing500.com)

1. Information

Swing500 is an educational and financial research publisher operated solely by Conner MacGowan (“Swing500,” “we,” “us,” or “our”). Swing500 provides market commentary, research, tools, and educational materials through [swing500.com](https://www.swing500.com), membership platforms, email, and related services (collectively, the “Services”).

All references to “Swing500” or the “Services” shall be understood to mean Conner MacGowan in his capacity as the sole proprietor of Swing500.

Swing500 is not a registered investment adviser, broker-dealer, or financial planner in Georgia (country) or any other jurisdiction.

2. Educational Use Only – No Investment Advice

All content provided through the Services is for **educational and informational purposes only** and does **not constitute investment advice, financial advice, or a recommendation of any kind**.

Swing500 does not provide individualized or specific investment advice. No portion of the Services is tailored to your personal financial situation, objectives, risk tolerance, or experience. All content is general in nature and is made without regard to your level of sophistication, investment preferences, or suitability of any particular strategy, security, or transaction.

Nothing provided by Swing500:

- Is personalized to your financial situation, objectives, or risk tolerance
- Constitutes a solicitation or recommendation to buy, sell, or hold any security or investment vehicle, or to engage in any strategy
- Creates a fiduciary relationship or duty

You are solely responsible for all investment and trading decisions and should consult a licensed financial professional where required by applicable law.

3. Risk Disclosure

Trading securities, derivatives, and options involves substantial risk, including the potential loss of all invested capital. Past performance, hypothetical or simulated results, and examples shown are not indicative of future results and do not reflect actual trading conditions.

4. No Guarantees

Swing500 makes no guarantees or representations regarding performance, profitability, accuracy, completeness, or outcomes. Any references to potential returns, performance examples, or market scenarios are illustrative only, are not typical, and should not be relied upon as expectations of future results.

5. User Responsibility

By using the Services, you acknowledge and agree that:

- You conduct your own independent research and due diligence
- All trading and investment decisions are made at your sole discretion
- You assume full responsibility for all trading and investment activity
- Swing500 is not responsible or liable for any losses, damages, or outcomes resulting from your decisions or actions

6. Testimonials & Marketing Content

Testimonials and user statements reflect individual experiences and opinions and are not independently verified. Results are not typical and should not be relied upon as indicators or guarantees of future performance or outcomes.

7. Memberships, Billing & Renewals

Swing500 offers subscription-based memberships managed through [Whop.com](https://www.whop.com).

By purchasing a membership, you authorize Swing500 to charge your selected payment method for:

- The initial subscription fee
- **Automatic recurring renewal charges** at the stated interval unless canceled prior to renewal

Membership access is granted immediately upon successful payment, which constitutes delivery of digital services.

8. Cancellation Policy

You may cancel your membership at any time prior to the next scheduled billing date via your [Whop account](#). Cancellation will prevent future charges only. All fees previously paid are final and non-refundable, including partial billing periods. By not canceling prior to renewal, you expressly authorize the renewal charge.

9. Refunds & Chargebacks

All purchases are **final and non-refundable** to the fullest extent permitted by law. By purchasing a membership, you expressly acknowledge and agree that:

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1. Access to digital content and the private Discord community constitutes immediate delivery of the Services
2. Failure to cancel prior to renewal results in a valid recurring charge
3. Chargebacks or payment disputes for services already delivered may result in immediate suspension or termination of your account
4. Swing500 reserves the right to dispute any chargeback with supporting evidence
5. You further agree that any chargeback filed for services already delivered may be contested with supporting evidence, including account access logs, billing records, and communication history demonstrating continued access or failure to cancel prior to renewal.
6. Any refunds, if granted at the sole discretion of Swing500, may be subject to an 8.5% processing fee
7. The approval of any refund does not constitute a waiver of this policy or any future enforcement thereof

9. A. One-on-One Coaching Sessions

All one-on-one coaching sessions purchased through Swing500 are final and non-refundable to the fullest extent permitted by law. By purchasing coaching sessions, you expressly acknowledge and agree that:

- Coaching sessions constitute personalized time-based services delivered upon scheduling and/or availability, and therefore are not eligible for refunds, chargebacks, or reversals.
- Purchased coaching sessions do not expire and may be scheduled and used at any time, subject to reasonable availability and scheduling procedures established by Swing500.
- Coaching sessions must be scheduled at least forty-eight (48) hours in advance through the designated booking system.
- Sessions may be rescheduled with a minimum of twenty-four (24) hours' notice prior to the scheduled start time. Requests made with less than 24 hours' notice may be denied and may result in the session being counted as used at Swing500's discretion.
- Coaching sessions are non-transferable and may only be used by the original purchaser.
- Failure to attend a scheduled session without prior notice ("no-show") will result in forfeiture of that session and it may be counted as used at Swing500's discretion, with no refund, credit, or replacement.

- If you arrive late, the session will still end at the originally scheduled time and lost time will not be extended or credited.

This policy applies regardless of usage, scheduling, or membership status and does not waive any other provisions of these Terms.

10. Account Access & Termination

Swing500 reserves the right to suspend, restrict, or terminate access to the Services immediately and without refund if any of the following occur:

1. Violation of these Terms or any applicable law
2. Sharing, reselling, redistribution, or unauthorized use of account credentials or content
3. Fraud, abuse, or excessive chargebacks or payment disputes
4. Payment failure, reversal, or unauthorized use of a payment method

Upon suspension or termination, all access to the Services ceases immediately, and Swing500 retains all rights to enforce its policies.

11. Intellectual Property

All content, research, tools, branding, and materials provided through the Services are owned exclusively by Swing500 and/or its licensors and are protected by copyright, trademark, and other intellectual property laws worldwide.

You are granted a limited, revocable, non-transferable, non-sublicensable license to access and use the content for your personal, non-commercial purposes only.

Any unauthorized use, copying, reproduction, distribution, modification, or public display of Swing500's content is strictly prohibited and may result in civil and/or criminal liability, as well as termination of your access without refund.

12. International Users

Swing500 is operated from Georgia (country) and provides Services globally. Users located outside Georgia (country) are solely responsible for complying with all local laws, regulations, and restrictions applicable to their use of the Services.

Access to the Services does not imply that content is appropriate, lawful, or permitted in any jurisdiction outside Georgia (country), and Swing500 makes no representation or warranty regarding international legality.

13. Disclaimer of Warranties

The Services are provided “AS IS” and “AS AVAILABLE”. To the fullest extent permitted by law, Swing500 expressly disclaims all warranties, whether express, implied, or statutory, including but not limited to:

- Accuracy, completeness, or timeliness of content
- Merchantability or fitness for a particular purpose
- Reliability, availability, or suitability of the Services

Swing500 does not guarantee uninterrupted or error-free access, and use of the Services is at your sole risk.

14. Limitation of Liability

To the maximum extent permitted by law, Swing500 and Conner MacGowan shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, trading losses, or data loss, arising from or related to your use of the Services.

In no event shall Swing500’s total liability exceed the amount paid by you to Swing500 in the twelve (12) months preceding the claim.

Your sole and exclusive remedy for dissatisfaction with the Services is to discontinue use.

15. Indemnification

You agree to defend, indemnify, and hold harmless Swing500 and Conner MacGowan, including their affiliates, officers, employees, and agents, from and against any and all claims, losses, damages, liabilities, costs, or expenses, including reasonable attorneys’ fees, arising out of or related to:

- Your use of the Services
- Your violation of these Terms
- Your violation of applicable laws, rules, or the rights of any third party

This obligation survives termination of your membership or access to the Services.

16. Governing Law & Dispute Resolution (US + International Safe)

These Terms are governed by the laws of Georgia (country), without regard to conflict-of-law principles.

All disputes arising out of or relating to these Terms or the Services shall be resolved exclusively in the courts located in Batumi, Georgia.

To the fullest extent permitted by law, you waive any right to a jury trial or participation in class actions.

For users outside Georgia (country): Accessing the Services from outside Georgia (country) does not exempt you from compliance with your local laws, and you agree that any dispute will still be governed by Georgian law and courts in Batumi.

17. Privacy Policy & Data Usage

Any personal information you provide to Swing500 is processed and stored in Georgia (country) and may be subject to Georgian laws and jurisdiction. By using the Services, you consent to the collection and use of your personal information as described herein.

Swing500 may collect and use data about you and your use of the Services for internal purposes, including performing statistical analyses to improve the Services. Such data may be distributed in forms that do not identify you personally.

Swing500 may only distribute data that identifies you personally if you expressly consent to such distribution in response to a request from us.

We will never sell your personal information or use it for purposes other than providing the Services you have signed up for.

Users from the European Union or California acknowledge that Swing500 processes personal data in accordance with applicable privacy laws, including GDPR and CCPA, where applicable.

18. Changes to These Terms

Swing500 may update or modify these Terms at any time. Updated Terms will be posted on the website. For material changes—such as billing, cancellation, refund, or access policies—active members will also be notified via email, account notification, or the [Discord announcement channel](#).

Continued use of the Services after posting or notification constitutes your acceptance of the revised Terms.

19. Contact

Questions regarding these Terms:
support@swing500.com