

Terms of Service

Elliott Wave Club LLC, doing business as Elliott Wave Club | Last updated: May 4, 2026

These Terms of Service ("Terms") govern your purchase of, subscription to, and use of Elliott Wave Club Elite, Elliott Wave Club, our Discord community, trading education content, market analysis, trade plans, websites, posts, alerts, and related services (collectively, the "Services").

These Terms are entered into between you and the company identified above. In these Terms, references to Elliott Wave Club, we, us, and our refer to that company and brand. By purchasing, subscribing, joining, accessing, or using the Services, you agree to these Terms, our Refund and Cancellation Policy, Whop's applicable terms, Discord's applicable terms, and any other platform terms that apply.

1. Eligibility and Account Responsibility

You are responsible for ensuring that you are legally able to purchase and use the Services in your jurisdiction. You are also responsible for maintaining the security of your Whop account, Discord account, devices, passwords, and payment methods.

Purchases made by household members, minors, dependents, or other persons with access to your device, account, credentials, or payment method may be treated as authorized household purchases unless applicable law or platform policy requires otherwise. If you believe your payment method was stolen or used by an unknown third party, you should immediately contact your bank, Whop, and us with supporting details.

2. Digital Membership and Access

Elliott Wave Club Elite is a digital subscription membership that may include educational market analysis, trade plans, Discord channels, community access, model explanations, alerts, videos, posts, and related educational materials. Access may be delivered through Whop, Discord, TradingView, X/Twitter, our website, email, or other third-party platforms.

Access is generally provided immediately after purchase or shortly after the platform completes membership activation. Because the Services are digital, you may receive value immediately upon access.

3. Subscription Billing and Auto-Renewal

Elliott Wave Club Elite is a recurring subscription membership. Unless canceled before the next billing date, your subscription will renew automatically at the then-current subscription price displayed at checkout or in your account.

You are responsible for managing and canceling your subscription before your next renewal date if you do not wish to continue. Canceling stops future renewals but does not automatically refund a payment that has already processed.

4. Refund and Cancellation Policy

Refunds and cancellations are governed by our separate Refund and Cancellation Policy, which is incorporated into these Terms by reference. Because access to digital content and membership benefits may be provided immediately, payments are generally non-refundable once access has been granted, except where required by law or platform policy.

5. Educational Purposes Only - No Financial Advice

The Services are provided for educational and informational purposes only. Elliott Wave Club does not provide personalized financial advice, investment advice, legal advice, tax advice, or professional advisory services.

Nothing we publish, post, stream, say, or share should be interpreted as a recommendation that you buy, sell, hold, short, enter, exit, or otherwise trade any security, futures contract, option, cryptocurrency, derivative, or financial instrument. You are solely responsible for your own research, risk management, trading decisions, investment decisions, and financial outcomes.

6. Trading and Investing Risk

Trading and investing involve substantial risk, including the risk of losing some or all of your capital. Futures, options, leveraged products, short-term trading, and speculative strategies can involve especially high risk and may not be suitable for all users.

Past performance, examples, backtests, charts, alerts, models, trade plans, screenshots, testimonials, or historical calls do not guarantee future results. No profits, accuracy, outcomes, or trading results are guaranteed.

7. Market Analysis, Alerts, and Trade Plans

Market analysis and trade plans are based on our opinions, frameworks, methodologies, data sources, and interpretation of market conditions at the time they are shared. Markets move quickly, and analysis may become outdated, invalidated, or incorrect without notice.

You should not rely on any single update, alert, message, chart, or trade plan as the sole basis for a trading or investment decision. You are responsible for determining whether any information is appropriate for your own circumstances.

8. No Guarantees of Availability or Timing

We aim to provide useful educational content and community access, but we do not guarantee a specific number of alerts, updates, posts, charts, live sessions, trade plans, or responses during any billing period. Availability may vary due to market conditions, schedules, technical issues, travel, illness, platform outages, or other factors.

Third-party platforms such as Whop, Discord, TradingView, X/Twitter, payment processors, and website providers may experience outages, delays, moderation actions, or service limitations outside our control.

9. Community Rules and User Conduct

You agree to act respectfully and lawfully when using the Services. We may remove content, restrict access, suspend, or terminate users who violate these Terms, our community rules, Whop terms, Discord terms, or applicable law.

Prohibited conduct includes, but is not limited to:

- Harassment, threats, hate speech, abusive behavior, spam, or disruption of the community.
- Sharing, leaking, copying, reselling, reposting, scraping, recording, or redistributing paid content without written permission.
- Providing paid content to non-members or allowing others to access your paid account.
- Impersonation, fraud, chargeback abuse, false claims, or attempts to bypass payment requirements.
- Posting illegal content, malware, phishing links, or content that violates platform rules.

10. Intellectual Property and Content Restrictions

All Elliott Wave Club content, including charts, models, frameworks, indicators, trade plans, alerts, posts, videos, text, images, templates, branding, and educational materials, is owned by Elliott Wave Club LLC or its licensors and is protected by intellectual property laws.

Your subscription grants you a limited, revocable, non-transferable, non-exclusive license to access the Services for your own personal educational use during your active membership. You may not copy, distribute, publish, sell, sublicense, leak, scrape, train AI systems on, or otherwise exploit our content without written permission.

11. Third-Party Platforms

The Services may rely on third-party platforms including Whop, Discord, TradingView, X/Twitter, Stripe or other payment processors, email providers, and website providers. Your use of those platforms is subject to their respective terms, rules, privacy policies, and technical limitations. We are not responsible for third-party platform outages, account restrictions, payment processing decisions, or policy enforcement.

12. Termination and Access Removal

We may suspend, restrict, or terminate access to the Services at our discretion if you violate these Terms, our Refund and Cancellation Policy, community rules, platform rules, or applicable law. Access may also be removed automatically when a subscription is canceled, expires, is refunded, is charged back, or otherwise becomes inactive.

Termination for rule violations does not entitle you to a refund except where required by law or platform policy.

13. User Communications and Evidence

You understand that platform logs, access records, Discord role assignments, communications, messages, purchase records, policy acknowledgements, and other records may be used to verify access, resolve support issues, respond to refund requests, or defend disputes and chargebacks.

14. Reviews, Feedback, and Testimonials

If you provide reviews, testimonials, comments, feedback, or public statements about the Services, you grant us permission to use, quote, display, reproduce, and share that feedback for business, operational, dispute-resolution, or marketing purposes, subject to applicable law and platform policies. We may request moderation or removal of reviews that appear false, abusive, retaliatory, dispute-related, or otherwise inconsistent with platform rules.

15. Disclaimers

The Services are provided on an "as is" and "as available" basis. To the maximum extent permitted by law, we disclaim all warranties, express or implied, including warranties of accuracy, completeness, reliability, merchantability, fitness for a particular purpose, non-infringement, and uninterrupted availability.

16. Limitation of Liability

To the maximum extent permitted by law, Elliott Wave Club LLC, its owners, operators, employees, contractors, affiliates, and service providers will not be liable for trading losses, investment losses, lost profits, lost opportunities, indirect damages, consequential damages, punitive damages, platform outages, or decisions you make based on the Services.

To the maximum extent permitted by law, our total liability for any claim relating to the Services will not exceed the amount you paid to Elliott Wave Club LLC for the Services during the one month immediately preceding the event giving rise to the claim.

17. Changes to the Services or Terms

We may modify, update, pause, discontinue, or change the Services, pricing, features, content, community structure, or these Terms from time to time. Continued use of the Services after changes are made means you accept the updated terms, except where additional consent is required by law or platform policy.

18. Governing Law and Platform Rules

These Terms are intended to operate alongside Whop's terms and any applicable platform rules. If there is a conflict between these Terms and mandatory law or Whop's applicable platform requirements, the mandatory law or applicable platform requirement will control to the extent of the conflict.

19. Contact

Questions about these Terms or the Services may be directed through Whop support channels, our official Elliott Wave Club community channels, or any contact method made available on our official website or product page.

Customer acknowledgement: By purchasing or using the Services, you acknowledge that you are purchasing a recurring digital membership from Elliott Wave Club LLC, doing business as Elliott Wave Club; that content is educational only and not financial advice; that no trading results are guaranteed; and that you agree to these Terms and our Refund and Cancellation Policy.