



PHANTOM TRADING

Terms and Conditions

Please read these Terms and Conditions ("Terms") carefully before accessing or purchasing any services from Phantom Trading ("we," "us," "our," or the "Company"). By accessing our platform, purchasing a subscription, or participating in our community, you agree to be bound by these Terms in their entirety.

If you do not agree with any part of these Terms, you may not access or use our services.

1. About Our Services

1.1 What We Offer

Phantom Trading provides digital educational content and a subscription-based trading community, including

- Access to a private Discord community with educational resources, market commentary, and community discussion
- Pre-recorded video lessons, guides, frameworks, and supplementary educational materials
- Access to optional third-party tools and resources as referenced within the platform

1.2 Educational Purpose Only

All content, commentary, and materials provided through Phantom Trading are for educational and informational purposes only. Nothing provided constitutes financial advice, investment advice, trading recommendations, or any form of regulated financial service.

We are not licensed financial advisors, brokers, or investment managers. Any trading or investment decisions you make are solely your responsibility.

1.3 No Guarantee of Results

We make no representations or guarantees regarding the performance of any strategy, technique, or concept discussed within our platform. Past performance, illustrative examples, and member testimonials do not indicate or guarantee future results. Trading involves substantial risk, and you may lose some or all capital you invest.

2. Eligibility and Account Requirements

2.1 Age Requirement

You must be at least 18 years of age to access or use our services. By agreeing to these Terms, you represent and warrant that you meet this requirement. Any false representation constitutes a material breach and may result in immediate termination without refund.



2.2 Account Accuracy

You agree to register using your real name and accurate contact information. Providing false or misleading information may result in permanent termination of access without refund or notice.

2.3 Account Security

You are solely responsible for maintaining the confidentiality of your login credentials. Account sharing is strictly prohibited and will result in immediate and permanent removal from all services without refund or warning. You agree to notify us immediately at admin@phantomtrading.com if you suspect unauthorized access to your account.

2.4 Competitor and Affiliate Restriction

Access to Phantom Trading services is not permitted for individuals who are currently operating, affiliated with, or employed by a competing trading education service, paid signal service, or coaching program. By purchasing a subscription, you represent and warrant that you do not fall into this category at the time of purchase or at any point during your active membership.

If you begin operating a competing service during an active membership, you must cancel your subscription immediately. Continued membership while operating a competing service constitutes a material breach of these Terms and may result in immediate removal, a permanent ban, and a claim for damages.

3. Subscriptions, Billing, and Payments

3.1 Subscription Renewal

Phantom Trading subscriptions renew automatically at the end of each billing period (monthly or as selected at purchase) unless you cancel before the next renewal date. No reminder notice is sent prior to renewal. You are solely responsible for managing your subscription.

3.2 Cancellation

You may cancel your subscription at any time by visiting your billing dashboard at <https://whop.com/account/billing-history/>. Cancellation will stop future charges but will not entitle you to a refund for the current billing period. Access continues until the end of the paid period.

3.3 No Refund Policy

All sales are final. By completing a purchase, you acknowledge and agree that:

- You gain full and immediate access to digital content upon payment
- This immediate access to digital content constitutes delivery of the service
- No refunds, partial refunds, or credits will be issued under any circumstances, including forgotten cancellations, mistaken purchases, or unused access periods
- You expressly waive any right to a refund to the fullest extent permitted by applicable law

3.4 Chargebacks and Payment Disputes

If you have a billing concern, you must contact us directly at admin@phantomtrading.com before initiating any dispute with your payment provider. Initiating a chargeback without first attempting resolution with us constitutes a material breach of these Terms and may result in:

- Immediate and permanent revocation of access to all services
- A permanent ban from all future Phantom Trading offerings
- Legal action to recover the disputed amount, associated fees, and any damages

3.5 Payment Failures

In the event of a failed payment, access to services may be suspended. You are responsible for keeping your payment information current. We may attempt to retry failed payments using other payment methods on file.

3.6 Pricing Changes

We reserve the right to modify subscription pricing at any time. Active subscriptions will remain at their current rate until cancelled. New pricing applies only to new purchases or reactivations.

3.7 Payment Processing

All payments are processed by Whop, our merchant of record. Whop handles payment processing, tax collection, and transaction receipts. You may be subject to Whop's platform terms in addition to these Terms. For billing inquiries, access your billing portal inside of your Whop account or contact Whop support.

4. Intellectual Property

4.1 Ownership

All content accessible through Phantom Trading, including but not limited to videos, recordings, written guides, frameworks, templates, strategies, trade setups, graphics, branding, and community resources (collectively, "Content"), is the exclusive intellectual property of Phantom Trading or its licensors.

4.2 Limited License to Members

Upon active subscription, you are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Content for your own personal, private, and educational purposes only. This license is contingent on your continued compliance with these Terms and terminates immediately upon cancellation or termination of your subscription.

4.3 Prohibited Uses

You agree that you will not, without prior written authorization from Phantom Trading:

- Reproduce, copy, distribute, resell, or commercially exploit any Content
- Share, post, or publish any Content on social media, forums, chat platforms, or any other channel
- Create derivative works, adaptations, or modifications based on the Content
- Use the Content to instruct, coach, advise, or provide services to third parties
- Share your login credentials or account access with any other person
- Screen record, download, or otherwise capture Content for distribution

4.4 Member Contributions

By posting messages, feedback, content, or materials within the Phantom Trading Discord community or any other platform channel, you grant Phantom Trading a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify, adapt, and distribute your contributions for any lawful business purpose.

4.5 Enforcement

Unauthorized use, reproduction, or distribution of the content constitutes a material breach of these Terms. Phantom Trading reserves the right to pursue all available legal remedies, including injunctive relief, compensatory damages, and removal from the platform.

5. Confidentiality

5.1 Confidential Information

"Confidential Information" means all proprietary content, strategies, methodologies, trade frameworks, entry and exit criteria, risk management approaches, market commentary, video recordings, discussion threads, member interactions, and any other materials shared within the Phantom Trading platform.

5.2 Member Obligations

You agree to:

- Keep all Confidential Information strictly private and not disclose it to any third party
- Not publish, post, share, or reference Confidential Information on any platform, including social media, forums, or competing communities
- Not use Confidential Information to develop, operate, or support a competing service
- Not attempt to replicate or reverse-engineer proprietary strategies or frameworks

5.3 Duration

Your confidentiality obligations remain in effect during your membership and for a period of two (2) years following termination of your subscription, for any reason.

5.4 Breach and Damages

Unauthorized disclosure of Confidential Information constitutes a material breach of these Terms. You acknowledge that the harm caused by such a breach is difficult to quantify and you agree that liquidated damages of \$5,000 CAD per incident of unauthorized disclosure are a reasonable pre-estimate of the loss suffered. This clause is in addition to any injunctive relief or other legal remedies available to Phantom Trading.

5.5 Accidental Disclosure

If you inadvertently disclose Confidential Information, you must notify us immediately at admin@phantomtrading.com and take all reasonable steps to limit further disclosure. Failure to notify us promptly will be treated as a willful breach.

6. Community Conduct

6.1 Community Standards

Phantom Trading fosters a respectful, professional, and constructive community environment. All members are expected to engage in good faith and with courtesy toward other members and staff.

6.2 Prohibited Conduct

The following conduct is prohibited and may result in immediate removal:

- Harassment, bullying, hate speech, or threats toward any member or staff
- Spamming, soliciting, or promoting external services or products
- Sharing content from the platform in public or competing spaces
- Attempting to recruit members to competing communities or services
- Posting illegal, fraudulent, or harmful content of any kind

6.3 Moderation and Enforcement

We reserve the right to issue warnings, restrict access, or permanently remove members for violations of these community standards or any other provision of these Terms. In most cases we will apply a progressive approach:

- First violation: Written warning
- Second violation: Temporary suspension
- Third violation or serious breach: Permanent removal without refund

Serious violations, including harassment, hate speech, fraudulent payments, unauthorized content sharing, or active operation of a competing service, may result in immediate permanent removal without prior warning or refund.

7. Risk Disclosure

7.1 Trading Risk

Trading financial instruments, including currencies, equities, commodities, cryptocurrencies, and derivatives, carries substantial risk of financial loss. You acknowledge that:

- You may lose some or all of your invested capital
- Past performance and illustrative examples do not predict future results
- Market conditions, volatility, and individual execution may significantly affect outcomes
- No trading strategy or educational framework guarantees profitability

7.2 Your Responsibility

You assume full and sole responsibility for any trading or investment decisions you make. You agree to conduct your own independent research and, where appropriate, consult a qualified financial advisor before taking any action based on content you encounter through our platform.

8. Limitation of Liability

8.1 No Liability for Losses

To the fullest extent permitted by applicable law, Phantom Trading, its directors, employees, contractors, and affiliates shall not be liable for any direct, indirect, incidental, consequential, punitive, or special damages arising from your use of or inability to use the services, including but not limited to:

- Financial or trading losses of any kind
- Lost profits, lost opportunities, or business interruption
- Emotional or psychological harm
- Data loss or technical failures
- Third-party platform outages or disruptions

8.2 Cap on Liability

Where liability cannot be fully excluded by law, our total liability to you for any claim arising from these Terms or your use of our services shall not exceed the total amount paid by you to Phantom Trading in the three (3) months preceding the claim.

9. Indemnification

You agree to indemnify, defend, and hold harmless Phantom Trading, its directors, employees, contractors, and affiliates from and against any claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising from:

- Your breach of any provision of these Terms
- Your use or misuse of the services
- Any unauthorized disclosure of Confidential Information
- Any violation of applicable law or third-party rights
- Any trading or investment decisions made in connection with your use of our services

10. Third-Party Platforms and Services

10.1 Dependencies

Our services rely on third-party platforms, including Discord, Whop, and Stripe. We do not control these platforms and are not liable for any outages, changes, or disruptions to their services. Access to our community may be affected by the availability and policies of these platforms.

10.2 Third-Party Tools and Recommendations

We may reference or recommend third-party tools, software, prop trading firms, or other services within our platform. These are provided as resources only and do not constitute endorsement. We are not responsible for the performance, accuracy, or availability of any third-party product or service, and use of such tools is entirely at your own risk.

11. Privacy and Data

We do not directly collect or store personal data. However, our third-party service providers, including Whop and Stripe, collect and process information necessary to deliver our services, including your name, email address, payment details, and usage data. By using our services, you agree to the privacy policies of these providers. You are responsible for reviewing their policies and for compliance with applicable privacy laws in your jurisdiction.

12. Service Modifications and Termination

12.1 Changes to Services

We reserve the right to modify, update, expand, or discontinue any aspect of our services at any time without notice. We are not liable for any such changes. Continued use of the services following changes constitutes acceptance.

12.2 Termination by Us

We may suspend or terminate your access to our services at any time for violations of these Terms or conduct deemed harmful to our community, platform, or intellectual property. In cases of serious breach, termination may be immediate and without refund.

12.3 Force Majeure

We are not liable for any failure or delay in service delivery caused by events beyond our reasonable control, including natural disasters, cyberattacks, platform outages, government actions, or any other event outside our control. Such events do not entitle members to refunds or compensation.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles.

13.2 Dispute Resolution

In the event of a dispute arising from these Terms or your use of our services, the parties agree to first attempt resolution through good faith negotiation by contacting us at admin@phantomtrading.com. If resolution is not achieved within 30 days, either party may pursue their available legal remedies.

13.3 Jurisdiction

Subject to any mandatory consumer protection provisions applicable in your province, you agree that any legal proceedings shall be brought in the courts of the Province of Ontario, Canada.

14. General Provisions

14.1 Entire Agreement

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Phantom Trading and supersede all prior communications, representations, or understandings.

14.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.



14.3 No Waiver

Our failure to enforce any provision of these Terms at any time does not constitute a waiver of our right to enforce that provision in the future.

14.4 Assignment

You may not assign or transfer any rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations without restriction.

14.5 Updates to These Terms

We may update these Terms at any time. The most current version will always be available on our platform. Continued use of our services following any update constitutes acceptance of the revised Terms.

14.6 Contact

For any questions regarding these Terms, please contact us at admin@phantomtrading.com.

By purchasing a subscription or accessing Phantom Trading services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions in their entirety.
