

Terms of Service

ProfitHub Trading

Effective date: July 14, 2026

This agreement governs membership in the ProfitHub Trading mentorship, Discord community, calls, recordings, and related content.

Recurring Subscription Summary

Membership costs \$69.99 per month, plus any applicable taxes. It automatically renews every month until canceled. Cancel before the next billing date to avoid the next charge. Fees are non-refundable except where applicable law requires otherwise. Cancellation stops future renewals; access ordinarily continues through the end of the paid billing period.

Trading Risk Notice

ProfitHub Trading provides education, not guaranteed outcomes. Futures and other leveraged products involve substantial risk. You can lose all trading capital and, in some circumstances, incur losses beyond the amount initially deposited. Never trade money needed for living expenses, debt payments, emergencies, or other essential obligations.

1. Agreement and Operator

These Terms of Service ("Terms") are a legally binding agreement between you and ProfitHub Trading, operating under the SeanDayTrades brand ("ProfitHub," "we," "us," or "our"). By purchasing a membership, clicking to accept these Terms, accessing the Discord server, joining a call, viewing a recording, or using any related material or service (collectively, the "Service"), you agree to these Terms.

If you do not agree, do not purchase or access the Service. The Privacy Policy, Refund Policy, and End User License Agreement / Digital Content License ("EULA") are incorporated into these Terms by reference.

2. Eligibility and Account Requirements

You must be at least 18 years old and legally capable of entering into a contract. By using the Service, you represent that you meet these requirements.

You must provide accurate account and payment information, maintain the security of your membership and Discord accounts, and promptly notify us of suspected unauthorized access. One membership is for one individual. Account sharing is prohibited.

3. Description of the Service

The Service is an online trading education and mentorship community. It may include recurring pre-market calls, calls around 10:00 a.m. Eastern Time, late-night calls, Discord discussions, educational

recordings, backtesting or replay sessions, chart review, feedback, and reasonable personal help or mentorship support.

Call times, instructors, topics, availability, frequency, formats, and included features may change. References to "daily" or scheduled calls describe the intended programming and are not a guarantee that every call will occur every day, on market holidays, during emergencies, or when circumstances make a call impractical. Personal help is subject to availability and does not include guaranteed response times or unlimited one-on-one service.

4. Education Only; No Trade Instructions or Fiduciary Relationship

The Service is provided for general educational and informational purposes. It is not personalized financial, investment, tax, legal, brokerage, commodity trading, or accounting advice. Nothing in the Service creates a fiduciary, advisory, broker-client, employment, partnership, or agency relationship.

ProfitHub does not execute trades for you, manage your account, hold customer funds, have authority over your brokerage or proprietary trading account, or promise to monitor your positions. You are solely responsible for your trades, position size, stop losses, account rules, tax consequences, and compliance with any broker, exchange, proprietary trading firm, or evaluation program.

On some days, ProfitHub personnel or members may trade their own accounts while participating in a call. Discussion of an entry, exit, target, stop, level, bias, setup, or open position is an educational illustration and is not an instruction for you to trade or copy. Markets can move before a discussion is heard, and different accounts, data feeds, fills, fees, risk limits, and circumstances can produce different results.

5. Trading and Performance Risk

Trading futures and other leveraged products is speculative and involves a high degree of risk. Losses can occur rapidly. You should use only risk capital you can afford to lose and should consider obtaining advice from appropriately licensed professionals who understand your financial circumstances.

No representation is made that you will become profitable, pass an evaluation, receive a payout, avoid a drawdown, reproduce another person's result, or earn any amount. Past performance is not necessarily indicative of future results.

Backtests, market replays, simulators, demonstrations, examples, and model results are hypothetical or simulated unless clearly identified as actual. Hypothetical results are commonly prepared with hindsight and may not fully reflect commissions, slippage, liquidity, latency, execution problems, changing market conditions, emotional decision-making, discipline, or the ability to withstand losses. Actual results may differ materially.

6. Subscription, Automatic Renewal, and Payment Authorization

The membership price is \$69.99 per month, plus applicable taxes or platform charges disclosed at checkout. By subscribing, you authorize the applicable checkout platform and payment processor to charge your selected payment method at purchase and automatically on each monthly renewal date until cancellation.

Your billing date may be adjusted by the platform for weekends, time zones, failed payments, or similar administrative reasons. You are responsible for maintaining a valid payment method. We may suspend access after a failed, reversed, disputed, or overdue payment.

We may change the price for future billing periods by giving notice through the membership platform, email, Discord, or another reasonable method. A price change will not be applied retroactively. Continuing the subscription after the effective date of a notified price change constitutes acceptance to the extent permitted by law.

7. Cancellation

You may cancel through the account, checkout, or membership platform used to subscribe, or by contacting us at the email listed below when platform cancellation is unavailable. Cancellation must be completed before the next renewal charge to avoid that charge.

Cancellation stops future automatic renewals. Unless access is terminated for a violation, you will ordinarily retain access through the remainder of the paid billing period. We do not provide prorated credits for unused time. You are responsible for confirming that cancellation was completed.

8. Refunds

All membership charges are final and non-refundable, including when you do not attend calls, do not use the Discord, are dissatisfied with trading results, experience trading losses, forget to cancel, lose access because of a rule violation, or experience scheduling conflicts. No partial-month, prorated, retroactive, or goodwill refunds are promised.

This policy does not limit any non-waivable refund, cancellation, or consumer right required by applicable law. Verified duplicate charges, unauthorized transactions, or clear billing errors will be reviewed. The separate Refund Policy provides additional details.

9. Community Rules and Acceptable Use

You agree to act lawfully and respectfully. We may remove content, restrict features, mute, suspend, or terminate a member for conduct that harms the community, the Service, or another person.

- Do not harass, threaten, discriminate against, dox, stalk, impersonate, or exploit another person.
- Do not spam, solicit members, advertise competing services, recruit clients, or send unsolicited direct messages.
- Do not post malware, unlawful material, deceptive performance claims, pirated content, or another person's confidential information.
- Do not manipulate, pressure, or shame another member into taking a trade, sharing credentials, or disclosing financial information.
- Do not share membership access, repost protected material, scrape the server, use bots without permission, or evade a suspension or ban.
- Do not represent yourself as an employee, partner, instructor, or authorized spokesperson of ProfitHub unless expressly authorized in writing.

10. Discord, Third-Party Platforms, and Technology

The Service depends on third-party platforms and services, which may include Discord, a checkout or membership platform, payment processors, email providers, data feeds, charting platforms, brokers, or proprietary trading firms. Their separate terms and privacy policies apply to your use of those services.

We are not responsible for third-party outages, account actions, data errors, delayed quotes, platform changes, security incidents, or loss of access caused by a third party. The Service may contain links or references to third-party resources; inclusion does not guarantee their accuracy, safety, or suitability.

11. Recordings and Consent

Calls, screen shares, voice discussions, and educational sessions may be recorded for the member library, quality control, moderation, or future educational content. ProfitHub should provide a recording notice through the call interface, an announcement, the event description, or a similar method.

By joining and remaining in a session after recording notice, you consent to the recording and use within the Service of your voice, Discord screen name, chat messages, screen share, and voluntary contributions. If you do not consent, do not speak, activate video, share your screen, or post in the recorded session; use the replay or written materials instead. We will not intentionally use your face, legal name, or clearly identifiable personal financial information in public advertising without additional permission, except where it appears incidentally and cannot reasonably be removed.

Members may not secretly record, rebroadcast, publish, or distribute any call or communication. Recording laws vary by location, and you are responsible for complying with the law that applies to you.

12. Intellectual Property and Limited Access License

The Service and its materials are owned by or licensed to ProfitHub and are protected by copyright, trademark, trade secret, contract, and other laws. Your membership provides a limited, personal, revocable, non-exclusive, non-transferable right to access the Service for your own education. It does not transfer ownership.

You may not copy, record, reproduce, download except where a download is expressly enabled, publish, sell, sublicense, teach, distribute, upload, scrape, reverse engineer, or use protected material to create a competing course, community, indicator, software tool, signal service, strategy product, or artificial-intelligence training dataset. The EULA contains additional license restrictions.

13. Member Content, Feedback, and Privacy of Other Members

You retain ownership of original content you submit. You grant ProfitHub a non-exclusive, worldwide, royalty-free license to host, display, reproduce, and use that content only as reasonably necessary to operate, moderate, protect, improve, and document the Service. You may request removal of optional content, subject to legal, backup, moderation, and recordkeeping needs.

Do not submit brokerage passwords, API secrets, Social Security numbers, bank account numbers, full payment card details, or information you are not authorized to share. Any feedback or suggestion you voluntarily provide may be used by ProfitHub without compensation or obligation.

You must respect the privacy and intellectual property of other members. Screenshots, messages, results, losses, voices, names, and personal circumstances shared inside the community may not be taken outside the community without permission.

14. Testimonials, Earnings Claims, and Affiliates

Member results and testimonials reflect individual experiences and may not be typical. Results depend on market conditions, skill, risk, capital, discipline, account rules, costs, and many other factors. Testimonials and screenshots are not guarantees or promises of future performance.

ProfitHub may receive compensation, discounts, referral payments, or other benefits from certain links or relationships. When a relationship is material, ProfitHub will seek to disclose it in a clear and reasonable manner.

15. Suspension and Termination

You may stop using the Service at any time, but subscription cancellation is required to stop future charges. We may suspend or terminate access immediately for nonpayment, chargeback, account sharing, intellectual property violations, harassment, security risks, unlawful conduct, repeated disruption, misrepresentation, or other material breach.

Termination for breach does not create a right to a refund. Provisions concerning payment obligations, risk disclosures, intellectual property, confidentiality, disclaimers, limitation of liability, indemnification, and dispute terms survive termination.

16. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." PROFITHUB DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, AND RESULTS. WE DO NOT WARRANT THAT CONTENT WILL BE ERROR-FREE, COMPLETE, CURRENT, UNINTERRUPTED, SECURE, OR SUITABLE FOR YOUR PARTICULAR PURPOSE.

Market commentary can become outdated immediately. You must verify prices, rules, data, and account information independently before acting.

17. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, PROFITHUB AND ITS OWNER, INSTRUCTORS, MODERATORS, CONTRACTORS, AND AFFILIATES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; LOST PROFITS; LOST TRADING CAPITAL; MISSED TRADES; FAILED EVALUATIONS; LOST PAYOUTS; DATA LOSS; OR BUSINESS INTERRUPTION ARISING FROM OR RELATED TO THE SERVICE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY ARISING FROM THE SERVICE WILL NOT EXCEED THE AMOUNT YOU PAID TO PROFITHUB FOR THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Some jurisdictions do not allow certain exclusions or limits, so portions of this section may not apply to you.

18. Indemnification

To the extent permitted by law, you agree to defend, indemnify, and hold harmless ProfitHub and its owner, instructors, moderators, contractors, and affiliates from third-party claims, losses, liabilities, and reasonable costs arising from your unlawful conduct, violation of these Terms, misuse of the Service, infringement of another person's rights, or trading activity. This section does not require indemnification for ProfitHub's own unlawful conduct where prohibited by law.

19. Governing Law and Disputes

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law principles, except where non-waivable consumer law requires otherwise.

Before filing a lawsuit, you agree to send a written description of the dispute to SeanDayTrades@gmail.com and allow at least 30 days for a good-faith attempt to resolve it. If the dispute is not resolved, the parties consent to personal jurisdiction and venue in an appropriate state or federal court located in Florida, subject to any non-waivable right to bring a claim elsewhere. Nothing in this section prevents either party from seeking emergency injunctive relief or using an eligible small-claims process.

20. Changes to the Service or Terms

We may modify the Service and these Terms. Material changes will be communicated by posting the updated document, email, Discord, the membership platform, or another reasonable method. The updated Terms will state a new effective date. Where required, we will request renewed consent. Continued use after changes become effective constitutes acceptance to the extent permitted by law.

21. General Terms

These Terms and the incorporated policies are the entire agreement concerning the Service and replace prior discussions on the same subject. If a provision is unenforceable, it will be modified to the minimum extent necessary and the remaining provisions will continue. A failure to enforce a provision is not a waiver. You may not assign your membership or rights without written permission. ProfitHub may assign these Terms in connection with a transfer or reorganization of the Service. Section headings are for convenience only.

Contact

Questions or notices may be sent to: SeanDayTrades@gmail.com

ProfitHub Trading is an unincorporated trading education brand based in Florida and operates under the SeanDayTrades brand. It is not represented in these documents as a corporation or limited liability company.