

Terms of Service

Last Updated: January 2026

1. Acceptance of Terms

By accessing, subscribing to, or using KenKem services ("Services"), you ("User," "Subscriber," or "you") agree to be bound by these Terms of Service ("Terms"), our Privacy Policy, and all applicable laws and regulations. These Terms constitute a legally binding agreement between you and KenKem ("we," "us," or "our").

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE OUR SERVICES.

By clicking "Sign in with Discord," "Subscribe," or similar, or by accessing the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. You represent that you have the legal capacity to enter into this agreement.

2. Eligibility Requirements

To use our Services, you must:

- Be at least 18 years of age (or the legal age of majority in your jurisdiction)
- Have a valid Discord account in good standing
- Have the legal capacity to enter into binding contracts

- Not be located in a jurisdiction where forex/commodity trading is prohibited
- Not be a person barred from receiving services under applicable laws
- Comply with all applicable local, national, and international laws and regulations

By using our Services, you represent and warrant that you meet all eligibility requirements. We reserve the right to refuse service to anyone and may terminate accounts that violate these requirements.

3. Service Description

KenKem provides XAUUSD (Gold) trading signals delivered exclusively via Discord to subscribers. Our service includes:

- Real-time trading signals with suggested entry, stop-loss, and take-profit levels
- Market analysis and trading insights
- Access to our private Discord server during active subscription
- Customer support via Discord during business hours

Service Availability: We strive to provide uninterrupted access to our signals but do not guarantee 100% uptime. Signals may be delayed or unavailable due to market conditions, technical issues, holidays, or other factors beyond our control.

Signal Frequency: The number, timing, and frequency of signals are at our sole discretion based on market conditions. There is no guaranteed minimum number of signals per day, week, or month.

4. Important Regulatory Disclaimers

PLEASE READ THIS SECTION CAREFULLY

NOT INVESTMENT ADVICE: KenKem is NOT a registered investment advisor, broker-dealer, Commodity Trading Advisor (CTA), financial analyst, financial planner, or securities dealer. We are not licensed by any financial regulatory authority. Our Services do not constitute investment advice, financial advice, trading advice, or any other form of professional advice.

INFORMATIONAL PURPOSES ONLY: All signals, analysis, commentary, and materials provided through our Services are for informational and educational purposes only. They should not be construed as personalized investment advice or as a recommendation or solicitation to buy, sell, or hold any financial instrument.

NO CLIENT RELATIONSHIP: Use of our Services does not create a fiduciary, advisory, or professional relationship between you and KenKem. We have no duty to act in your best interest.

CONSULT PROFESSIONALS: You should consult with qualified financial advisors, tax professionals, and legal counsel before making any investment or trading decisions. We strongly recommend that you seek independent professional advice.

5. Comprehensive Risk Disclosure

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- **HIGH RISK OF LOSS:** Trading foreign exchange (forex), gold (XAUUSD), commodities, and other leveraged products carries a HIGH LEVEL OF RISK. You could lose some or ALL of your invested capital.
- **LEVERAGE RISK:** The high degree of leverage available in forex and commodity markets can work against you as well as for you.
- **PAST PERFORMANCE:** Any historical performance data shared is for educational illustration only. Past performance is NOT INDICATIVE OF FUTURE RESULTS.
- **MARKET RISK:** Market conditions can change rapidly and unexpectedly.
- **EXECUTION RISK:** There may be significant differences between hypothetical results and actual results due to slippage, spreads, broker execution, and other factors.

- **SOLE RESPONSIBILITY:** You are solely responsible for all trading and investment decisions you make. No community member or administrator is responsible for any losses you incur.
- **RISK CAPITAL ONLY:** You should only trade with money that you can afford to lose entirely.

CFTC RULE 4.41 HYPOTHETICAL PERFORMANCE DISCLAIMER:

HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE INHERENT LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFIT OR LOSSES SIMILAR TO THOSE SHOWN.

6. Subscription and Payment Terms

Billing: Subscriptions are billed on a recurring monthly basis via Whop. By subscribing, you expressly authorize us to charge your payment method for the subscription fee and any applicable taxes on a recurring basis until you cancel.

Automatic Renewal: Your subscription will automatically renew at the end of each billing period unless you cancel before the renewal date. You are responsible for canceling your subscription if you no longer wish to be charged.

Price Changes for New Subscribers: We reserve the right to modify, adjust, or change the pricing plans offered to new subscribers at any time without prior notice. Such changes shall apply only to new subscriptions initiated after the effective date of the price change. Existing subscribers will continue to be charged at the rate in effect at the time of their subscription, unless they cancel and resubscribe, or unless otherwise agreed in writing.

Failed Payments: If a payment fails, we may suspend your access to the Services until payment is successfully processed. We may attempt to charge your payment method multiple times.

Taxes: You are responsible for all applicable taxes, and we will charge tax where required by law.

7. Strict No-Refund Policy

ALL SALES ARE FINAL. NO REFUNDS WILL BE ISSUED UNDER ANY CIRCUMSTANCES.

This policy does not affect any mandatory consumer rights that cannot be waived under applicable law.

By subscribing, you expressly acknowledge and agree that:

- Use a Discord account that you own and control
- Maintain the security of your Discord account
- Use community content for your personal educational purposes only
- Make your own independent trading decisions based on your own analysis
- Treat other community members with respect
- Comply with all applicable laws and regulations

You agree NOT to:

- Share, redistribute, or publish community content outside the community
- Claim that community content constitutes professional financial advice
- Misrepresent the nature of this community to others
- Use community content for any commercial purpose
- Harass, threaten, or abuse other community members
- Engage in any fraudulent, abusive, or illegal activity
- Attempt to reverse-engineer any trading strategies discussed

8. No Warranties

ALL COMMUNITY CONTENT IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

To the fullest extent permitted by law, we disclaim all warranties, including:

- Warranties regarding the accuracy, reliability, timeliness, or completeness of any content
- Warranties that any content will meet your requirements or expectations
- Warranties regarding the results or outcomes of using any shared information
- Warranties that any profits will be achieved or losses avoided

Any reliance you place on community content is strictly at your own risk.

9. Intellectual Property

Educational content, methodologies, and materials shared within the community are shared for personal educational use only.

Restrictions: You may not copy, modify, distribute, sell, or create derivative works based on community content without explicit permission.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- THE COMMUNITY, ITS ADMINISTRATORS, AND MEMBERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR PARTICIPATION IN THE COMMUNITY.
- THIS INCLUDES, WITHOUT LIMITATION: TRADING LOSSES, LOST PROFITS, LOSS OF DATA, OR ANY OTHER DAMAGES.

- NO ONE IS LIABLE FOR ANY LOSSES ARISING FROM YOUR TRADING DECISIONS, REGARDLESS OF ANY CONTENT YOU MAY HAVE SEEN IN THE COMMUNITY.

11. Indemnification

You agree to indemnify and hold harmless the community administrators and other members from any claims, damages, losses, or expenses arising from: (a) your participation in the community; (b) your violation of these guidelines; (c) your trading activities and decisions; or (d) your violation of any third-party rights.

12. Membership Termination

By You: You may leave the community at any time by leaving the Discord server.

By Administrators: Community administrators reserve the right to remove any member at any time, for any reason, including but not limited to:

- Violation of these guidelines
- Disruptive or disrespectful behavior
- Sharing community content outside the community
- Any conduct deemed harmful to the community

13. Modifications to Guidelines

We may update these guidelines at any time. Continued participation in the community after any modifications indicates your acceptance of the updated guidelines.

14. Severability

If any provision of these guidelines is held to be invalid or unenforceable, such invalidity shall not affect the validity of the remaining provisions.

15. Contact Information

For questions regarding these guidelines:

- **Email:** support@kenkem.biz
 - **Discord:** Available to community members via our private Discord server
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Acknowledgment

BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. YOU ALSO ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICES.