

DEAL SOLDIER

TERMS OF SERVICE

Unified Legal Agreement

Incorporating:

Terms of Service | End User License Agreement
Privacy Policy | Cancellation & Refund Policy
Disclaimer of Warranties | Accessibility Statement

Deal Soldier

A brand of Story Machine LLC
Email: info@dealsoldier.app

PART I: TERMS OF SERVICE

1. Introduction & Definitions

Story Machine LLC, a Texas limited liability company doing business as “Deal Soldier” (together with its members, officers, directors, owners, employees, agents, representatives, suppliers, and service providers, referred to herein as “Deal Soldier,” “we,” “us,” or “our”), provides this website located at dealsoldier.app (the “Site”), any email newsletter owned or operated by Deal Soldier, and the Deal Soldier Discord server and any online community owned in whole or in part by Deal Soldier (the “Community”) (collectively, the “Services”) for informational and educational purposes only.

Use of and access to the Services and the information, materials, tools, and other content available on or through them (“Content”) are subject to these Terms of Service (“Terms”) and all applicable laws.

By accessing or using our Services, you agree to these Terms, our Privacy Policy (Part III), our Cancellation & Refund Policy (Part IV), and our End User License Agreement (Part II), all of which are incorporated herein by reference and collectively form the entire agreement between you and Deal Soldier (the “Agreement”).

1.1 What Deal Soldier Is / Is Not

Deal Soldier operates an online educational membership community that provides general information, discussions, and tools related to retail and ecommerce. Deal Soldier does not provide individualized financial, investment, legal, tax, or other professional advice, does not manage customer funds, and does not execute trades or transactions on behalf of users.

1.2 Eligibility

By accessing or using the Services, you represent and warrant that you are at least eighteen (18) years of age (or the age of legal majority in your jurisdiction, whichever is greater) and have the legal capacity to enter into a binding contract. If you are accessing the Services on behalf of a business entity, you represent and warrant that you have authority to bind that entity to these Terms. Deal Soldier reserves the right to request proof of age or identity at any time and to suspend or terminate access if such proof is not provided or is unsatisfactory.

1.3 Acceptance of Terms

BY DOWNLOADING, INSTALLING, ACCESSING, OR USING ANY DEAL SOLDIER SERVICE—INCLUDING BUT NOT LIMITED TO VISITING THE SITE, SUBSCRIBING TO AN EMAIL NEWSLETTER, JOINING THE COMMUNITY, OR PURCHASING A MEMBERSHIP—YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, ACCEPT, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST IMMEDIATELY DISCONTINUE ALL USE OF THE SERVICES.

1.4 Modifications to Terms

Deal Soldier reserves the right to modify these Terms at any time in its sole discretion. Your continued use of the Services after any modification constitutes your acceptance of the updated Terms. It is your

responsibility to review these Terms periodically. If you do not agree to any modification, your sole and exclusive remedy is to discontinue use of the Services.

2. No Investment Advice

The Content is for informational and educational purposes only and should not be construed as legal, tax, investment, financial, or other professional advice. Deal Soldier does not offer financial services, and no information on our Site or Community constitutes a solicitation, recommendation, or endorsement to buy or sell any asset, securities, or financial instrument. Deal Soldier is not a fiduciary, and users assume full responsibility for evaluating the risks before making any financial decisions.

No user-generated content—whether posted by customers, moderators, or staff members of Deal Soldier—constitutes investment advice, and Deal Soldier disclaims any and all responsibility for financial actions taken based on such content.

3. Use of Service at Your Own Risk

Users acknowledge that Deal Soldier does not guarantee success, profitability, or continued access to third-party platforms such as Amazon, eBay, Walmart, Discord, Whop, or any other services. Users assume full responsibility for any financial losses, account suspensions, terminations, or legal consequences resulting from their activities. Deal Soldier is not responsible for any enforcement actions taken by these platforms, including but not limited to policy violations, chargebacks, or disputes arising from third-party services.

4. Third-Party Links & Services

Deal Soldier may provide links to third-party websites, tools, or services for convenience, but we do not control, own, or operate these websites, platforms, or software. Users acknowledge that any transactions, data access, or content obtained from third-party tools or services are entirely at their own risk.

Deal Soldier is merely a customer or licensee of certain third-party tools integrated or referenced within our Community and/or marketing. These tools are independently owned and operated by their respective creators or providers. Deal Soldier does not develop, host, or manage the code, data sources, or access methods of such third-party tools, and has no control over their performance, compliance, or legality. Use of or reference to any third-party tool does not create any partnership, joint venture, agency, or employment relationship between Deal Soldier and that tool provider.

Accordingly, Deal Soldier disclaims all responsibility and liability for any actions, data collection, or access mechanisms utilized by these third-party platforms—including but not limited to inventory scanners, data scrapers, or API-based tools used to identify products, pricing, or availability from retailers, as well as automated checkout software tools.

Users agree that Deal Soldier shall not be liable for any direct or indirect damages, enforcement actions, or disputes arising from the use, misuse, or outcomes of these third-party tools or the data they generate. Any concerns or claims regarding such tools must be directed to the respective tool owner or provider. Users represent that their use of any third-party tools complies with all applicable laws and the terms of those third parties and agree to indemnify Deal Soldier for any claim arising from such use.

If notified by a retailer or platform that a specific tool mentioned or licensed by Deal Soldier violates their policies, Deal Soldier may, in its sole discretion, suspend or remove references to that tool, pending clarification with the provider.

Links or access to third-party tools posted on the Site and/or Community may contain affiliate links from which Deal Soldier may earn a commission. Deal Soldier may receive compensation, commissions, or other consideration from third-party tools, platforms, or services referenced or integrated within the Services, and such relationships do not constitute endorsements or guarantees of those tools.

5. User-Generated Content (Community Disclaimer)

Deal Soldier is not responsible for user-generated content (“User Content”), including messages, opinions, recommendations, images, or links shared in the Community or any associated forums. Users acknowledge that information shared by other members does not represent Deal Soldier’s views and is not verified, endorsed, or approved by us. Users are solely responsible for their contributions and any consequences arising from reliance on such information.

By posting or submitting User Content to the Services, you grant Deal Soldier a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, and transferable license to host, store, reproduce, distribute, display, perform, modify, adapt, create derivative works from, and otherwise use your User Content in any medium and for any purpose, including but not limited to operating, improving, promoting, and marketing the Services. This license survives termination of your account or these Terms. Deal Soldier may remove User Content at any time for any reason or no reason in its sole discretion.

You represent and warrant that you own or have the necessary rights to grant the foregoing license and that your User Content does not violate any third party’s intellectual property, privacy, or other rights.

If you believe content on the Services infringes your rights, please follow the DMCA procedure in Section 18.

6. No Refunds & Chargeback Policy

All payments made to Deal Soldier are final and non-refundable. By purchasing any subscription, membership, or service, users acknowledge and agree that Deal Soldier does not issue refunds for unused time, dissatisfaction, lack of results, or failure to cancel before renewal. Deal Soldier offers free trial periods for new members, which serve as the opportunity to evaluate the Services before committing to a paid subscription.

Chargebacks or payment disputes will be contested to the fullest extent permitted by law, and users who initiate chargebacks may have their accounts immediately and permanently terminated without notice.

By subscribing to Deal Soldier, you agree not to initiate payment disputes or chargebacks where the Services were delivered as described. You authorize Deal Soldier to submit evidence to the payment processor to resolve any dispute (representation). Accounts involved in invalid disputes may be suspended or terminated, and Deal Soldier may assess an administrative fee equal to the chargeback fee(s) and associated costs charged to Deal Soldier by its payment processor (currently Whop) plus any reasonable internal costs incurred in responding to the dispute.

It is the user’s sole responsibility to manage their subscription through their Whop account. Failure to cancel before renewal is not grounds for a refund or chargeback.

7. Business Transaction Disclaimer

Deal Soldier does not act as a party, broker, intermediary, or escrow agent in any transactions facilitated between members, wholesalers, suppliers, or third-party businesses. Users acknowledge that all transactions are conducted at their own risk, and Deal Soldier bears no responsibility for disputes,

non-delivery, misrepresentation, fraud, pricing errors, chargebacks, or losses arising from such transactions.

Deal Soldier does not vet, endorse, or guarantee any third-party seller, product, or service. Users should conduct their own due diligence before engaging in any transaction.

8. Auto-Renewal & Subscription Terms

All Deal Soldier memberships and subscriptions renew automatically at the end of each billing cycle unless canceled before the renewal date. Users are responsible for managing their subscriptions and must cancel through their Whop account before the renewal date to avoid further charges.

No refunds, credits, or prorated reimbursements will be issued for canceled subscriptions or unused time under any circumstances. By subscribing, you expressly authorize Deal Soldier (through its payment processor, Whop) to charge the payment method on file for recurring fees at the then-current rate.

Deal Soldier reserves the right to change subscription pricing upon reasonable notice. Continued use of the Services after a price change constitutes acceptance of the new pricing.

9. Risk Disclosure

Reselling, retail arbitrage, investment, e-commerce, and other activities discussed in Deal Soldier involve financial risk, including but not limited to account suspensions, product shortages, supplier fraud, pricing fluctuations, market instability, platform policy changes, and regulatory action. Users acknowledge that participation in these activities is entirely at their own risk and that Deal Soldier makes no guarantees of profit, earnings, or continued access to third-party platforms. Deal Soldier is not responsible for financial losses, supply chain disruptions, or changes in marketplace policies that may impact users' ability to conduct business.

10. Intellectual Property; Limited Right of Use

All Content available through the Services—including but not limited to text, graphics, logos, images, audio, video, software, compilations, data, educational materials, course content, tools, and any other proprietary materials—is the exclusive property of Story Machine LLC d/b/a Deal Soldier or its licensors and is protected under United States copyright, trademark, trade secret, and other intellectual property laws.

The name "Deal Soldier," the Deal Soldier logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Story Machine LLC. You may not use such marks without the prior written permission of Deal Soldier.

Users are granted a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Content solely for personal, non-commercial purposes in connection with their active subscription. Unauthorized reproduction, modification, distribution, display, performance, or redistribution of any Content is strictly prohibited and may result in civil and criminal penalties.

11. Account Security & Anti-Sharing

You are solely responsible for maintaining the confidentiality of your account credentials, including your Whop account, Discord account, and any other login information associated with the Services. You agree

not to share, transfer, sell, lend, or otherwise make available your account credentials or access to the Services to any third party.

Each subscription is valid for a single individual. Simultaneous access from multiple devices or locations that reasonably indicates credential sharing may result in immediate suspension or termination of your account without refund. Deal Soldier reserves the right to implement and enforce technical measures to detect and prevent unauthorized account sharing.

You are responsible for all activity that occurs under your account, whether or not authorized by you. You must notify Deal Soldier immediately of any unauthorized use of your account or any other breach of security.

12. Account Suspension & Termination

Deal Soldier may, in its sole and absolute discretion, suspend, restrict, or permanently terminate your account and access to the Services at any time, with or without cause and with or without prior notice, for any reason, including but not limited to:

- (a) Violation of these Terms or any Deal Soldier policy or guideline;
- (b) Conduct that Deal Soldier determines, in its sole discretion, is harmful to other users, third parties, or Deal Soldier's business interests or reputation;
- (c) Credential sharing or unauthorized account access;
- (d) Initiation of a chargeback or payment dispute;
- (e) Non-payment or payment failure;
- (f) Any request by law enforcement or a governmental agency;
- (g) Extended periods of inactivity; or
- (h) Any other reason that Deal Soldier deems appropriate.

Upon termination, your right to use the Services will immediately cease. No refund, credit, or compensation of any kind will be issued in connection with any suspension or termination. Deal Soldier shall not be liable to you or any third party for any suspension or termination of your account or access to the Services.

13. Indemnification

You agree to indemnify, defend, and hold harmless Deal Soldier, Story Machine LLC, and their respective members, officers, directors, owners, partners, employees, agents, affiliates, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- (a) Your use of or access to the Services;
- (b) Your violation of these Terms or any applicable law or regulation;
- (c) Your User Content;
- (d) Your use of any third-party tool referenced or integrated within the Services;
- (e) Any dispute between you and a third party arising from activities facilitated through the Services;
- (f) Your sharing of account credentials or unauthorized access;
- (g) Any misrepresentation made by you.

Deal Soldier reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate fully with Deal Soldier in asserting any available defenses.

14. Disclaimer of Warranties

THE SERVICES, CONTENT, AND ALL MATERIALS MADE AVAILABLE THROUGH THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEAL SOLDIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, COMPLETENESS, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

WITHOUT LIMITING THE FOREGOING, DEAL SOLDIER MAKES NO WARRANTY OR REPRESENTATION THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE, RELIABLE, OR COMPLETE; (D) ANY CONTENT, INFORMATION, OR TOOLS PROVIDED THROUGH THE SERVICES WILL PRODUCE ANY PARTICULAR FINANCIAL RESULT; OR (E) ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DEAL SOLDIER OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

15. Exclusive Remedy

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISSATISFACTION WITH THE SERVICES, CONTENT, OR THESE TERMS IS TO DISCONTINUE YOUR USE OF THE SERVICES AND CANCEL YOUR SUBSCRIPTION. You expressly acknowledge and agree that Deal Soldier shall not be liable for any damages, losses, or causes of action arising from your decision to use or your inability to use the Services. By continuing to use the Services, you waive any and all claims against Deal Soldier except as expressly permitted under these Terms and subject to the arbitration and limitations provisions herein.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DEAL SOLDIER, STORY MACHINE LLC, OR ANY OF THEIR AFFILIATES, OWNERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITY, OR USE, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF DEAL SOLDIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DEAL SOLDIER'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS SHALL NOT EXCEED THE LESSER OF: (A) THE AMOUNTS YOU ACTUALLY PAID TO DEAL SOLDIER FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (B) ONE HUNDRED DOLLARS (\$100.00). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN SUCH JURISDICTIONS, THE ABOVE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17. Acceptable Use

You shall not:

- (a) Post or transmit content that is unlawful, infringing, defamatory, deceptive, threatening, harassing, obscene, or that impersonates Deal Soldier staff or any other person;
- (b) Post "trade signals," solicit pooled investments, or otherwise hold yourself out as providing individualized investment, financial, legal, or tax advice;
- (c) Attempt to probe, scan, or test the vulnerability of any Deal Soldier systems or circumvent any security or authentication measures;
- (d) Use automation, bots, scripts, or other programmatic means to access the Services in a manner that violates third-party terms or applicable law;
- (e) Engage in scraping, harvesting, or bulk data extraction of Content without express written permission from Deal Soldier;
- (f) Interfere with, disrupt, or impose an unreasonable burden on the Services, servers, or networks connected to the Services;
- (g) Share, redistribute, resell, or make available any Content or materials from the Services to non-members or unauthorized third parties;
- (h) Use the Services for any purpose that is illegal or prohibited by these Terms.

18. DMCA Takedown

Deal Soldier respects the intellectual property rights of others. If you believe content available through the Services infringes your copyright, send a written notice to our designated copyright agent at info@dealsoldier.app with the following information:

- (a) Your physical or electronic signature;
- (b) Identification of the copyrighted work claimed to have been infringed;
- (c) Identification of the infringing material and its location on the Services;
- (d) Your contact information (name, address, telephone number, and email address);
- (e) A statement that you have a good-faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and
- (f) A statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.

19. Informal Dispute Resolution

Before initiating any arbitration proceeding, you and Deal Soldier agree to first attempt to resolve any dispute, claim, or controversy informally. The party asserting the claim must send a written notice (“Dispute Notice”) to the other party describing the nature of the claim, the specific relief sought, and the factual basis for the claim. If sent by you, the Dispute Notice must be sent to Deal Soldier at info@dealsoldier.app. If sent by Deal Soldier, the Dispute Notice will be sent to your email address on file.

The parties shall attempt in good faith to resolve the dispute within thirty (30) calendar days of receipt of the Dispute Notice. During this period, neither party may initiate arbitration. If the dispute is not resolved within thirty (30) days, either party may proceed to binding arbitration as set forth in Section 20.

Compliance with this Section 19 is a condition precedent to initiating arbitration. The arbitrator may dismiss without prejudice any arbitration filed without compliance with this section.

20. Arbitration; Class/Representative Action Waiver; Limitations Period

20.1 Agreement to Arbitrate

Except as expressly provided below, any dispute, claim, or controversy arising out of or relating to these Terms, your use of the Services, or the relationship between you and Deal Soldier, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory (“Dispute”), shall be resolved exclusively by final and binding individual arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (or Commercial Arbitration Rules if the Consumer Rules do not apply). The seat and venue of arbitration shall be the State of Texas. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

20.2 Class/Collective Action Waiver

YOU AND DEAL SOLDIER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, CLASS, OR COLLECTIVE PROCEEDING. IF THIS WAIVER IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID WITH RESPECT TO SUCH CLAIM (BUT ALL OTHER PROVISIONS OF THESE TERMS SHALL REMAIN IN EFFECT).

20.3 Arbitration Fees

If you initiate arbitration, Deal Soldier will pay all AAA filing fees and arbitrator compensation in excess of the amount you would have paid to file a claim in the small claims court of your county of residence, provided your claim does not exceed \$10,000. For claims exceeding \$10,000, the AAA Rules govern fee allocation. Each party is responsible for its own attorneys’ fees and costs unless the arbitrator determines that a party’s claim or defense was frivolous, in which case the arbitrator may award fees and costs to the prevailing party.

20.4 Small Claims Exception

Either party may bring an individual action in a small claims court of competent jurisdiction for claims within that court's jurisdictional limits. If the claim is transferred, removed, or appealed to a court of general jurisdiction, the opposing party may elect to enforce this arbitration agreement.

20.5 Limitations Period

Any Dispute must be filed within one (1) year after the Dispute first accrues, or it is permanently barred. For Disputes subject to the informal dispute resolution process in Section 19, the one-year period is tolled during the thirty-day negotiation period. To the extent any applicable law prohibits a one-year limitations period for certain claims, such claims must be filed within the shortest time period permitted by applicable law.

21. Electronic Communications; Notices

You consent to receive all agreements, notices, disclosures, and other communications from Deal Soldier electronically, including by email to the address associated with your account or by posting to the Site or Community. You agree that all electronic communications satisfy any legal requirement that such communications be in writing.

Legal notices to Deal Soldier must be sent by email to info@dealsoldier.app.

22. Force Majeure

Deal Soldier shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, epidemics, public health emergencies, labor disputes, internet failures, platform outages, power outages, denial-of-service attacks, cyberattacks, war, terrorism, civil unrest, sanctions, governmental orders or actions, changes in law or regulation, or failures of third-party providers (including Discord, Whop, or any payment processor).

23. Export; Sanctions Compliance

You represent that you are not located in, under the control of, or a national or resident of any country or person embargoed or sanctioned by the United States, and you will comply with all applicable export control and sanctions laws in connection with your use of the Services.

24. Assignment

You may not assign, delegate, or transfer these Terms or any rights or obligations hereunder without Deal Soldier's prior written consent. Any attempted assignment in violation of this section is void. Deal Soldier may freely assign these Terms in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets, or to any affiliate, without notice to or consent from you.

25. Waiver; Severability

No failure or delay by Deal Soldier in exercising any right, power, or remedy shall operate as a waiver thereof. No waiver is effective unless in writing and signed by Deal Soldier. If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable. If modification is not

possible, the provision shall be severed, and the remaining provisions shall continue in full force and effect.

26. Earnings, Results & Risk Disclosure

A. No Earnings Guarantee

Story Machine LLC d/b/a Deal Soldier and all affiliated companies, programs, services, products, and platforms do not guarantee any financial results of any kind. Any income figures, sales figures, profit examples, or business performance results referenced in any Deal Soldier materials—whether on our Site, Community, social media, emails, advertisements, livestreams, workshops, coaching programs, internal channels, or other communications—are strictly for educational and informational purposes only. Such examples do not represent typical or average results and should not be interpreted as promises, guarantees, or expectations of performance.

Your results will vary. You may earn nothing. You may lose money.

Deal Soldier makes no representations regarding your ability to earn income, generate profit, or achieve financial success.

B. Educational-Only Nature

All Deal Soldier content is educational in nature only. We do not provide: business opportunities, investment opportunities, financial advice, legal advice, tax advice, accounting advice, or securities recommendations. You must consult your own qualified professional advisors before acting on any information obtained through the Services.

C. Reliance Waiver

You expressly agree that: you are not relying upon any statement, representation, claim, implied claim, marketing language, testimonial, case study, or communication—written or verbal—made by Deal Soldier, its representatives, staff, moderators, affiliates, or members as a promise, guarantee, assurance, or projection of earnings, results, or success; you do not rely on any examples of results as an indicator of what you will achieve; and you understand that testimonials are individual experiences and not indicative of typical results.

You waive any right to assert that you relied upon any Deal Soldier representation when deciding to enroll, purchase, or participate.

D. Risk Factors

You understand and acknowledge that online business activities—including e-commerce, retail arbitrage, online reselling, Amazon and eBay selling, sports cards, crypto, and general entrepreneurial ventures—involve significant risk, including but not limited to: complete loss of capital, fluctuating market demand, platform bans or suspensions, changes in policies by third-party platforms, inventory mismanagement, supply chain disruptions, customer disputes, chargebacks, product failure, pricing pressure, increased competition, inflation, regulatory changes, advertising costs, and data inaccuracies.

NO outcome is promised or guaranteed.

E. No Duty to Update

Deal Soldier is under no obligation to update or revise any guidance, training content, strategies, examples, forecasts, testimonials, income statements, or other materials regardless of changes in circumstances, markets, technology, or external conditions.

F. Forward-Looking Statements

Some Deal Soldier materials may reference anticipated outcomes or potential future performance using phrasing such as “anticipate,” “expect,” “believe,” “project,” or similar expressions. These statements express opinion only and are not guarantees or predictions of future results. They should not be relied upon as fact or promises.

G. Assumption of Risk

By participating in Deal Soldier, you accept all risks associated with business activities, and agree that you—not Deal Soldier—are solely responsible for your decisions, actions, business management, financial choices, and outcomes.

H. No Refund Based on Results

Lack of results, sales, profits, or success is not a basis for a refund, chargeback, credit, reduction, offset, or dispute of fees under any circumstances.

I. Integration / Merger Clause

This section, together with the full Terms of Service, constitutes the complete and exclusive understanding between you and Deal Soldier regarding earnings expectations and disclaimers, and supersedes any prior discussions, emails, marketing materials, advertisements, verbal statements, or representations of any kind, whether expressed or implied.

No other statements or representations may expand or modify these terms unless agreed in writing and signed by Deal Soldier’s managing member.

PART II: END USER LICENSE AGREEMENT

27. License Grant

Subject to the terms of this Agreement, Deal Soldier grants you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use the Services—including the Site, the Community, and any associated tools, content, digital products, and documentation—solely for your personal, non-commercial use in connection with an active, paid subscription. This license extends only to devices owned or otherwise controlled by you and is conditioned upon your compliance with all terms of this Agreement.

28. License Restrictions

You shall not:

- (a) Copy, reproduce, or duplicate the Services, Content, or any portion thereof in any form or medium;
- (b) Modify, translate, adapt, or otherwise create derivative works, modifications, or improvements—whether or not patentable—of the Services or Content;
- (c) Reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code, trade secrets, algorithms, or internal operations of any aspect of the Services;
- (d) Remove, delete, alter, or obscure any trademarks, copyright notices, patent notices, or other intellectual property or proprietary rights notices from the Services or any Content;
- (e) Share, distribute, sell, lease, lend, sublicense, or otherwise make the Services or your access credentials available to any third party;
- (f) Use the Services for any unlawful purpose or in violation of any applicable law or regulation;
- (g) Use the Services for any commercial purpose, including but not limited to reselling access, creating competing products or services, or providing the Content to third parties for any commercial purpose.

29. Termination of License

This license is effective until terminated. Deal Soldier may terminate this license at any time, with or without cause, in its sole discretion, with or without notice to you. Your license terminates automatically upon any violation of these Terms or upon cancellation or termination of your subscription. Upon termination, you must immediately cease all use of the Services and delete all copies of any Content in your possession. Termination does not entitle you to any refund. All provisions of this Agreement that by their nature should survive termination shall survive, including but not limited to intellectual property provisions, disclaimers, indemnification, and limitations of liability.

PART III: PRIVACY POLICY

30. Introduction

This Privacy Policy describes how Story Machine LLC d/b/a Deal Soldier (“we,” “us,” or “our”) collects, uses, stores, shares, and discloses the personal information of individuals who visit our Site, subscribe to our email newsletter, join our Community, or otherwise interact with our Services. By accessing our Services, you agree to the terms of this Privacy Policy.

Deal Soldier does not directly host or store the primary data of its members. Member data—including account information, payment information, and access credentials—is processed and stored by third-party service providers including Whop (payment processing and membership management), Discord (community hosting), and Kit/ConvertKit (email marketing). Each of these providers maintains its own privacy policy and data security practices, and we encourage you to review their respective policies. Deal Soldier’s collection and use of personal information is limited to what is described in this Privacy Policy and what is necessary to operate the Services.

31. Information We Collect

a. Information You Provide Directly

When you subscribe to our email newsletter, we collect your email address. Optionally, you may provide your name and other contact information. When you join our paid Community, we collect your email address and, optionally, your name, Discord username, and other contact information.

b. Payment Information

When you purchase a subscription, payment information (such as credit card or debit card details) is collected and processed directly by our third-party payment processor, Whop. Deal Soldier does not receive, process, or store your full payment card information. We may receive limited transaction information from Whop (such as the last four digits of your card, transaction amount, and billing status) for account management purposes.

c. Automatically Collected Information

When you access our Site or Services, we and our third-party service providers may automatically collect certain technical information, including your IP address, browser type and version, operating system, device identifiers, referring URLs, pages viewed, links clicked, and interaction data. We may use cookies, web beacons, pixels, and similar tracking technologies to collect this information. You may manage cookie preferences through your browser settings, but disabling cookies may affect the functionality of the Site.

d. Information from Third Parties

We may receive information about you from third-party platforms integrated with our Services (such as Whop or Discord), including account status, membership tier, and activity data necessary to provide and manage your access to the Services.

32. Use of Personal Information

a. Service Delivery

We use personal information to provide access to the Services, verify your eligibility for membership, manage your account, communicate with you regarding community-related matters and support, and enforce our Terms of Service.

b. Communications

We use your email address to send you updates, news, promotions, and other content related to Deal Soldier and its Services. We may also use your information to personalize content and improve our communications.

c. Analytics & Improvement

We use information to analyze usage patterns, improve the Services, develop new features, and monitor the effectiveness of our communications.

d. Legal & Safety

We may use information to comply with applicable laws, respond to legal process, enforce our Terms, protect the rights, property, or safety of Deal Soldier, our users, or the public, and detect and prevent fraud or abuse.

33. Data Sharing and Disclosure

a. Service Providers

We share personal information with trusted third-party service providers who assist us in operating the Site, delivering emails, managing the Community, processing payments, and providing other related services. These providers include Whop, Discord, and Kit/ConvertKit. These service providers are contractually obligated to use personal information only for the purposes for which it is shared and to maintain appropriate security measures.

b. Legal Compliance

We may disclose personal information if required to do so by law or in response to a valid legal request, such as a court order, subpoena, or government investigation.

c. Business Transfers

In the event of a merger, acquisition, or sale of all or a portion of our assets, your personal information may be transferred to the acquiring entity as part of the transaction. We will notify you of any such transfer if required by applicable law. Personal information may also be transferred across various lines of business or brands owned by Story Machine LLC.

d. Affiliate Disclosures

We may share limited information with affiliate partners for the purpose of tracking affiliate commissions and managing affiliate relationships.

34. Data Security

We implement appropriate administrative, technical, and organizational measures to safeguard personal information in our possession. However, because Deal Soldier relies on third-party platforms (Whop, Discord, Kit) for the primary storage and processing of member data, the security of that data is also subject to the practices and policies of those providers. No method of transmission or storage over the internet is completely secure. We cannot guarantee the absolute security of your personal information, but we strive to protect it to the best of our abilities and require our service providers to maintain industry-standard security practices.

35. Data Breach Notification

In the event that Deal Soldier becomes aware of a security breach involving personal information in our possession or control that is reasonably likely to result in harm to affected individuals, we will notify affected users in accordance with applicable state and federal breach notification laws. Because the primary data of our members is hosted by third-party providers, we will cooperate with those providers in

the event of a breach and will communicate any relevant information to affected users as promptly as reasonably practicable.

36. Data Retention

We retain personal information for as long as your account is active or as needed to provide you the Services, comply with our legal obligations, resolve disputes, and enforce our agreements. When personal information is no longer needed for these purposes, we will take reasonable steps to delete or anonymize it, subject to the data retention policies of our third-party service providers.

37. Your Rights and Choices

a. Opting Out of Marketing Emails

You have the right to unsubscribe from marketing emails at any time by using the unsubscribe link in the footer of our emails. When you unsubscribe, we will honor your opt-out from commercial marketing emails across all Deal Soldier email lists within ten (10) business days, as required by applicable law. We may still send you non-marketing transactional or administrative messages related to your account or the Services (such as billing confirmations, account updates, and service notifications).

b. Access, Correction, and Deletion

If you wish to access, correct, update, or delete your personal information, please contact us at info@dealsoldier.app. We will make reasonable efforts to respond to your request within thirty (30) days, subject to any legal or legitimate purpose for retaining the information.

c. Do Not Track

Our Site does not currently respond to “Do Not Track” signals from web browsers. You may manage cookie preferences through your browser settings.

38. State-Specific Privacy Rights

a. California Residents (CCPA/CPRA)

If you are a California resident, you may have additional rights under the California Consumer Privacy Act, as amended by the California Privacy Rights Act (“CCPA”), including:

- The right to know what categories of personal information we collect, use, disclose, and sell/share, and the purposes for which we use it;
- The right to request deletion of your personal information, subject to certain exceptions;
- The right to opt out of the sale or sharing of your personal information (Deal Soldier does not sell personal information as defined by the CCPA; however, certain sharing of data with third-party analytics or advertising partners may constitute “sharing” under the CPRA);
- The right to non-discrimination for exercising your privacy rights.

To exercise any of these rights, please contact us at info@dealsoldier.app. We may require verification of your identity before processing your request.

Categories of personal information we collect include: identifiers (email address, name, IP address), internet activity information (browsing history, interaction data), and commercial information (subscription history, transaction data).

b. Texas Residents (Texas Data Privacy and Security Act)

If you are a Texas resident, you may have rights under the Texas Data Privacy and Security Act (“TDPSA”), effective July 1, 2024, including the rights to access, correct, delete, and obtain a portable copy of your personal data, and to opt out of the processing of your data for targeted advertising, sale, or profiling. To exercise these rights, contact us at info@dealsoldier.app.

c. Virginia, Colorado, Connecticut, and Other States

Residents of states with comprehensive consumer privacy laws (including Virginia, Colorado, Connecticut, and others) may have similar rights to access, correct, delete, and opt out of certain processing of personal data. To exercise these rights, contact us at info@dealsoldier.app. If we deny a request, you may appeal by contacting us at the same address.

39. Children’s Privacy

Our Services are not directed towards individuals under the age of eighteen (18). We do not knowingly collect personal information from children under 18. If you are a parent or guardian and believe your child has provided us with personal information, please contact us immediately at info@dealsoldier.app, and we will take appropriate steps to remove the information from our records.

40. International Users

The Services are operated from, and all data is processed and stored in, the United States. If you access the Services from outside the United States, you do so at your own risk and are solely responsible for compliance with local laws in your jurisdiction. By accessing the Services, you expressly consent to the transfer, processing, and storage of your personal information in the United States, where data protection laws may differ from those in your country of residence.

Deal Soldier does not specifically target users in the European Union, United Kingdom, or European Economic Area. If you are located in any of these regions, please be aware that by using the Services, you consent to the transfer of your personal data to the United States. If you do not consent to such transfer, do not use the Services.

41. Changes to Privacy Policy

We may update this Privacy Policy from time to time. Material changes will be posted on the Site with a revised “Last Updated” date. Your continued use of the Services after any changes constitutes acceptance of the updated Privacy Policy. We encourage you to review this Privacy Policy periodically.

PART IV: CANCELLATION & REFUND POLICY

42. Cancellation Process

Paying members of the Deal Soldier Community have the option to cancel their subscription at any time. To initiate the cancellation process:

- Log in to your Whop account and navigate to your membership hub to cancel your subscription.

Managing your membership is the sole responsibility of the user. Deal Soldier is not responsible for charges incurred due to failure to cancel before a renewal date.

43. Cancellation Effects

Upon canceling your subscription, you will lose access to the premium features and Content available to paying members of the Community, effective immediately upon cancellation. Your account will be downgraded to a free membership, which may allow limited access to the Community at Deal Soldier's discretion.

44. Refund Policy

Deal Soldier does not provide refunds for any unused portion of a subscription period. All cancellations take effect immediately, and no future charges will be incurred after cancellation. Deal Soldier offers free trial periods for new members; the free trial serves as the evaluation period for the Services, and no refund is warranted for the transition from a free trial to a paid subscription that was not cancelled before the trial expired.

No refund, credit, proration, or compensation will be provided under any circumstances, including but not limited to: dissatisfaction with the Services, failure to use the Services, lack of results, account termination for violation of these Terms, or changes to the Services.

PART V: GENERAL PROVISIONS

45. Entire Agreement; Order of Precedence

This Agreement—comprising the Terms of Service (Part I), End User License Agreement (Part II), Privacy Policy (Part III), and Cancellation & Refund Policy (Part IV)—constitutes the entire agreement between you and Deal Soldier and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings, whether written or oral.

In the event of a conflict between any parts of this Agreement, the Terms of Service (Part I) shall control, followed by the EULA (Part II), then the Privacy Policy (Part III) and Cancellation & Refund Policy (Part IV).

46. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-law principles. To the extent any litigation is permitted under these Terms

(including to enforce an arbitration award), you and Deal Soldier consent to the exclusive jurisdiction of the state and federal courts located in the State of Texas.

47. Survival

Sections 2–5, 6, 8–16, 18, 20–29, 33–36, 38–40, 44–50, and any other provision that by its nature should survive termination, shall survive the termination or expiration of this Agreement.

48. Accessibility

Deal Soldier is committed to making its Services accessible to all users, including individuals with disabilities. We strive to conform to the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA where technically feasible. Because the Services are delivered in significant part through third-party platforms (Discord, Whop), the accessibility of those platforms is subject to their respective accessibility policies and practices.

If you experience an accessibility barrier while using our Services, or if you have suggestions for improving accessibility, please contact us at info@dealsoldier.app. We will make reasonable efforts to accommodate your needs and improve the accessibility of any elements within our direct control.

49. Contact Information

For any questions regarding this Agreement, contact us at:

Deal Soldier

A brand of Story Machine LLC

Email: info@dealsoldier.app

50. Acknowledgment

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND DEAL SOLDIER AND THAT IT SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS PROPOSAL OR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.