

CAPTAIN TRADES TERMS OF SERVICE

International Application
Governing Law: Victoria, Australia
Effective Date: 1 July 2025

1. Contract Formation and Acceptance

These Terms of Service constitute a legally binding contract between Captain Trades and the customer. Acceptance occurs at the point of checkout, account creation, access, or use of any product or service. Electronic acceptance, including checkbox confirmation and continued use, constitutes valid agreement.

2. Definitions and Interpretation

Digital Products include all courses, educational materials, indicators, software tools, downloadable files, recordings, templates, and proprietary content. Services include memberships, subscriptions, coaching, mentoring, consulting, live calls, Discord access, and support services. Access includes any login, view, stream, download, Discord role assignment, booking, attendance, or partial use. References to 'including' mean 'including without limitation'. Headings do not affect interpretation.

3. Eligibility, Authority, and Account Security

The customer represents that they are at least 18 years old and legally capable of entering this agreement. Accounts are personal, non-transferable, and may not be shared. The customer is responsible for all activity under their account, whether authorised or not.

4. Electronic Delivery and Proof of Access

All products and services are delivered electronically. Access is deemed granted when credentials, permissions, links, or scheduling confirmations are issued. System logs, IP records, timestamps, Discord role history, and platform analytics constitute conclusive evidence of delivery and access.

5. Licence Grant and Intellectual Property

A limited, revocable, non-exclusive, non-transferable licence is granted for personal, non-commercial use only. No ownership rights are transferred. All intellectual property remains the exclusive property of Captain Trades.

6. Prohibited Use and Misconduct

Customers must not share, copy, record, resell, redistribute, sublicense, reverse engineer, or exploit content. Automated scraping, circumvention of access controls, or platform abuse is prohibited. Breaches constitute material violations.

7. Refunds, Returns, and Chargebacks

Refunds, disputes, and chargebacks are governed exclusively by the Return Policy. Customers waive chargeback rights after access or applicable time limits to the maximum extent permitted by law.

Initiating a chargeback in breach constitutes contractual fraud.

8. Subscriptions and Billing

Subscriptions renew automatically unless cancelled before renewal. The customer bears sole responsibility for managing cancellations. No refunds or credits apply for unused periods or forgotten cancellations.

9. Coaching and Live Services

Coaching and live services are non-refundable once booked. Missed sessions, lateness, or technical failures on the customer's side result in forfeiture.

10. No Guarantees or Reliance

All content is educational only. No guarantees are made regarding profitability, performance, or outcomes. The customer acknowledges they do not rely on any representations outside this agreement.

11. Suspension, Termination, and Enforcement

Captain Trades may suspend or terminate access without notice for breaches, abuse, fraud, or misconduct. Termination does not affect accrued rights or enforcement remedies.

12. Limitation of Liability

To the maximum extent permitted by law, liability is limited to the amount paid for the relevant product or service. No liability is accepted for indirect, consequential, or trading losses.

13. Indemnity

The customer indemnifies Captain Trades against all claims, losses, and costs arising from misuse, breach, or unlawful conduct.

14. Evidence, Monitoring, and Compliance

Captain Trades may monitor usage and rely on logs, communications, and analytics as evidence in disputes or proceedings.

15. Governing Law and Jurisdiction

These Terms apply internationally and are governed by the laws of Victoria, Australia. The customer irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia.

16. Severability and Survival

If any provision is unenforceable, remaining provisions continue. Key clauses survive termination.

17. Entire Agreement and Variation

These Terms and referenced policies constitute the entire agreement. No oral representations apply. Variations must be published in writing.

18. Acknowledgement

By purchasing or accessing services, the customer confirms full understanding and acceptance of these Terms.