

# CAPTAIN TRADES RETURN POLICY (Refund, Dispute and Chargeback Policy)

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

## 1. Purpose and Binding Effect

This Return Policy forms part of the Captain Trades contractual framework and applies to all purchases of digital products, memberships, subscriptions, coaching, consulting, software tools, indicators, recordings, downloadable files, and community access. By purchasing or accessing any Captain Trades product or service, the customer agrees to be bound by this Policy.

## 2. Definitions (Loophole-Resistant)

“Digital Products” includes all digital content and tools delivered electronically, including courses, modules, lessons, recordings, templates, indicators, software, downloads, and proprietary educational materials. “Services” includes memberships, subscriptions, coaching, mentoring, consulting, live calls, Discord/community access, and support. “Access” includes any login, view, stream, playback, download, opening of files, redemption of links, Discord role assignment, joining of private channels, booking of sessions, attendance, consumption of support, or any partial use. “Delivery” occurs when access credentials, permissions, links, or scheduling confirmations are issued, regardless of whether the customer uses them.

## 3. Electronic Delivery and Proof of Access

All Captain Trades products and services are delivered electronically. Delivery and access are proven by platform records, including Whop access logs, timestamps, transaction confirmations, IP addresses, device identifiers, Discord role history, downloads, and usage analytics. These records constitute conclusive evidence of delivery and access for dispute and enforcement purposes.

## 4. Strict Refund Position (14 Days and Access Rule)

Refunds are not available once (a) access has occurred, or (b) fourteen (14) calendar days have elapsed since purchase, whichever occurs first. Where access occurs immediately (including automatic Discord role assignment or content availability), the sale is treated as final upon access.

## 5. Limited Pre-Access Consideration Window

Within fourteen (14) days of purchase and only where no access has occurred, Captain Trades may consider a refund request at its sole discretion. The customer bears the burden of proving non-access. If any access is recorded, all refund eligibility is permanently extinguished.

## 6. Non-Refundable Categories (Explicit)

Without limitation, the following are strictly non-refundable once delivered or accessed: (i) courses and educational content, (ii) memberships and community access, (iii) subscriptions and renewals, (iv) downloadable files and templates, (v) software tools and indicators, (vi) recordings and replays, (vii)

coaching, mentoring, consulting, and live services, and (viii) any bundled offerings.

## 7. Subscriptions, Renewals, and Forgotten Cancellation

Subscriptions renew automatically according to the selected plan. The customer is solely responsible for cancelling prior to renewal. Failure to cancel, non-usage, or forgetting to cancel does not create a refund right. No pro-rata refunds or partial credits apply.

## 8. Coaching, Mentorship, and Live Services (Attendance and Tech Allocation)

Coaching calls, mentorship sessions, consulting, live classes, and other time-based services are non-refundable once booked or scheduled. Missed sessions, lateness, scheduling conflicts, or technical issues on the customer's side (including internet, device, app, time zone errors, or platform unfamiliarity) do not entitle the customer to a refund, chargeback, credit, or reschedule unless Captain Trades agrees in writing at its sole discretion.

## 9. No Results, No Guarantees, No Refund Basis

Captain Trades provides educational content only. No representations or guarantees are made regarding profitability, funding approval, prop firm results, payouts, or trading performance. Dissatisfaction with results, losses incurred, or failure to implement strategies does not constitute grounds for refund or dispute.

## 10. "Not As Described", "Unauthorised", and Similar Dispute Prevention

Customers acknowledge that: (i) digital delivery and access logs constitute proof of fulfilment; (ii) educational content is inherently subjective; (iii) minor differences in presentation, scheduling, formatting, or platform delivery do not constitute non-delivery; and (iv) account misuse by third parties due to shared credentials or compromised devices remains the customer's responsibility.

## 11. Mandatory Internal Dispute Resolution (Before Any External Action)

Before initiating any bank, card, Stripe, or PayPal dispute, the customer must submit a written complaint through official Captain Trades support channels and allow up to fourteen (14) business days for review and response. Initiating an external dispute without completing this process is a material breach.

## 12. Chargeback and Payment Dispute Waiver

To the maximum extent permitted by law, the customer expressly waives the right to initiate a chargeback, reversal, or payment dispute after access or after the fourteen (14) day period, whichever occurs first. The customer agrees that chargebacks are not an alternative to the internal dispute process or to seeking support.

## 13. Fraudulent Chargebacks, Breach, and Remedies

Any chargeback or dispute lodged contrary to this Policy constitutes a material breach and may be treated as contractual fraud. Captain Trades may: (i) immediately revoke access and terminate accounts; (ii) permanently blacklist the customer; (iii) submit all evidence to processors and banks; (iv) pursue recovery of the disputed amount, chargeback fees, administration costs, and legal costs; and (v) engage debt recovery or legal proceedings where permitted.

#### 14. Evidence Package and Processor Cooperation

Captain Trades reserves the right to submit any evidence reasonably required to defend a dispute, including Whop records, Discord access history, communications, screenshots, and platform analytics. The customer consents to such use and disclosure for dispute defence and enforcement.

#### 15. No Exceptions Clause (Abuse Resistant)

No exceptions will be made for reasons including: personal hardship, financial hardship, change of mind, lack of usage, incompatibility with the customer's device, inability to trade, dissatisfaction, misunderstanding of the offer, failure to read descriptions, failure to cancel, time zone issues, or any trading-related outcome.

#### 16. Non-Excludable Consumer Rights

Nothing in this Policy excludes, restricts, or modifies any non-excludable rights or remedies a customer may have under applicable law. Where such rights apply, Captain Trades will comply to the extent required. All other refunds and chargebacks are excluded to the maximum extent permitted by law.

#### 17. International Application, Governing Law and Jurisdiction

This Policy applies worldwide. All matters are governed by and construed in accordance with the laws of Victoria, Australia. The customer irrevocably submits to the exclusive jurisdiction of the courts of Victoria, Australia, and waives objections to venue to the maximum extent permitted by law.

#### 18. Severability and Survival

If any provision is held unenforceable, the remaining provisions remain effective. Chargeback waivers, evidence provisions, and jurisdiction clauses survive cancellation or termination.

#### 19. Acknowledgement

By completing a purchase or accessing any Captain Trades product or service, the customer confirms they have read, understood, and agreed to this Return Policy.