

CAPTAIN TRADES PRIVACY POLICY

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

1. Purpose and Contractual Nature

This Privacy Policy forms part of a binding contractual framework between the user and Captain Trades. It governs data access, use, disclosure, evidentiary reliance, and enforcement. This Policy applies worldwide.

2. Data Hosting and Platform Control

All customer data is stored, hosted, processed, and secured by Whop Technologies, Inc. or its affiliates. Captain Trades does not independently host customer data but maintains continuous administrative and lawful access to all data made available through Whop.

3. Scope of Data Access by Captain Trades

Captain Trades may access, view, export, analyse, and rely upon all customer data accessible through Whop, including identity data, transaction confirmations, IP addresses, device identifiers, timestamps, access logs, usage analytics, communications, and role history.

4. Categories of Information

Information includes but is not limited to personal identifiers, payment confirmations, platform usage data, technical metadata, behavioural analytics, communications, and dispute-related records.

5. Lawful Basis and Authorisation

By purchasing or accessing services, users expressly authorise Captain Trades to access and use all data made available through Whop for operational, contractual, evidentiary, compliance, fraud prevention, and dispute resolution purposes.

6. Evidence and Dispute Use

Data accessed via Whop may be used as conclusive evidence in chargebacks, payment disputes, arbitration, audits, civil proceedings, and regulatory enquiries. Users waive any objection to such use to the maximum extent permitted by law.

7. Disclosure and Sharing

Data may be disclosed to payment processors, dispute bodies, legal advisors, insurers, auditors, and authorities where necessary to enforce rights or comply with legal obligations.

8. International Processing

Users acknowledge and consent that data may be processed in multiple jurisdictions by Whop and its service providers. Users waive claims arising from cross-border data transfers to the maximum extent permitted by law.

9. Retention and Preservation

Data will be retained for as long as required for contractual enforcement, chargeback windows, accounting, tax, fraud prevention, and legal compliance. Preservation obligations override deletion requests where permitted by law.

10. Limitation of User Rights

User rights to access, correction, erasure, or restriction are limited where such requests would impair enforcement, dispute defence, fraud prevention, or legal obligations. Requests may be refused where permitted by law.

11. Security Reliance

Security safeguards are implemented by Whop in accordance with its platform standards. Captain Trades disclaims responsibility for infrastructure-level security while retaining enforcement access.

12. Cookies, Tracking, and Monitoring

Platform-level cookies, tracking, logging, and monitoring are used to verify access, prevent abuse, and generate evidence.

13. Breach Allocation

Any data breach arising from Whop infrastructure shall be governed by Whop's incident response obligations. Captain Trades bears no liability for platform-level breaches beyond its control.

14. Governing Law and Jurisdiction

This Policy applies internationally and is governed by the laws of Victoria, Australia. Users submit to the exclusive jurisdiction of the courts of Victoria, Australia.

15. Policy Modification

This Policy may be updated at any time. Continued access constitutes acceptance of revisions.

16. Acknowledgement

By using Captain Trades services, users acknowledge full understanding of this Policy and consent to all data practices described herein.