

## Potion Alpha Terms of Service

### 1. Introduction

Welcome to Potion Alpha ("we", "us", "our"). By using our services, you ("User" or "you") agree to be bound by these Terms of Service.

### 2. Services Description

Potion Alpha provides educational tools for cryptocurrency trading. No financial advice is given; all information is for educational purposes only.

### 3. No Financial Advice

While our services provide educational tools for cryptocurrency trading, no part of our service should be construed as financial, legal, or tax advice. Users are encouraged to consult with professional advisors for such matters.

### 4. User Responsibilities

- **Due Diligence:** Users are responsible for conducting their own research (DYOR) and due diligence before using any tool or information provided by Potion Alpha.
- **Compliance with Laws:** Users must comply with all applicable laws in their jurisdiction, including tax obligations related to crypto trading.
- **Account Security:** Users are responsible for maintaining the security of their account.
- **Behavioral Standards:** Users agree not to engage in any behavior that could harm Potion Alpha or its community, including sharing misleading information or fraudulent activities.

### 5. Liability Limitation

Potion Alpha, its founders, employees, and team members shall not be liable for any financial losses or damages resulting from the use or inability to use our tools or information provided. Our liability for any claims under these terms shall be limited to the extent permitted by law, excluding where prohibited, including but not limited to jurisdictions that do not allow the limitation or exclusion of liability for incidental or consequential damages.

### 6. Tax Obligations

Users are solely responsible for determining and fulfilling any tax obligations related to their cryptocurrency transactions. Potion Alpha does not provide tax advice nor does it report to tax authorities.

### 7. Discord and External Platforms

Use of our Discord server or any other platforms linked with Potion Alpha must adhere to those

platforms' TOS. Violation of those terms could result in suspension or termination of access to our services. Potion Alpha is also a community, and while we strive to maintain a helpful environment, the Potion Alpha team shall not be liable for any material shared within the community. It is incumbent upon the user to verify all information and conduct their own research (DYOR) before acting on any shared content. Users are responsible for linking their Discord account correctly to receive service access, and Potion Alpha is not liable for delays or issues arising from incorrect linking.

## **8. Modifications to Terms and Services**

We reserve the right to modify these Terms at any time. Changes will be communicated through our service platform or via email. Continued use of our services after any such changes shall constitute your consent to such changes.

## **9. Termination of Service**

Service can be terminated at our discretion without notice.

## **10. Dispute Resolution**

- Governing Law: Florida law applies, excluding its conflicts of law principles. - Arbitration: Disputes shall be resolved by binding arbitration, except for claims that can be brought in small claims court.
- Class Action Waiver: Users agree not to participate in class actions against us. - EU Consumer Note: For EU users, mandatory provisions of consumer protection laws in your country of residence apply, and you may bring legal proceedings in the courts of that country.

## **11. Intellectual Property**

All our content and technology are proprietary or licensed to us.

## **12. User Conduct**

Prohibited actions include misinformation, fraud, or any harmful behavior.

## **13. Payment and Subscription Terms**

- Auto-Renewal: Subscriptions auto-renew. Users manage cancellations in account settings.
- Payment Methods: Various payments accepted, including crypto. Users cover transaction fees.

## **14. Refunds and Cancellations**

- **Crypto Payments:** All cryptocurrency payments are final and non-refundable due to the nature of blockchain transactions.
- **Fiat Payments:** For payments processed through our partner Whop, **all payments are final**. Refunds will not be issued.

- **Membership Activation Delays:** No refunds will be provided for delays in membership activation due to user error in account linking or any technical issues on the part of the user or third-party services.

## **15. Data Privacy and Security**

User data usage complies with our Privacy Policy, which details how we handle your information. For transactions, we share necessary transaction details with third-party payment processors like Whop, adhering to stringent data protection standards.

## **16. Community Standards**

Respectful interaction is required; harassment, spam, and sharing unverified advice are forbidden.

## **17. Intellectual Property Rights**

User Content: Users grant us a license to use their content; they confirm rights to post such content.

## **18. Updates and Developments**

Changes will be communicated; users are expected to stay informed.

## **19. Third-Party Links and Services**

We're not responsible for external sites or services.

## **20. Emergency Protocols**

Users should follow official channels for updates during outages.

## **21. Indemnification**

Users indemnify us against claims from their misuse or breach of these Terms.

## **22. Feedback and User Contributions**

Feedback provided can be used freely by us without compensation.

## **23. Warranty Disclaimer**

Services provided "as is," with no warranties.

## **24. Force Majeure**

No liability for events beyond our control.

## **25. Legal Boilerplate**

- **Severability:** If part of these Terms is invalid, the rest remain effective.
- **No Waiver:** Not enforcing a part of these Terms doesn't waive it.
- **Entire Agreement:** These Terms constitute the entire agreement between us.

## **26. Discord Server Membership**

Since Potion Alpha leverages Discord for community interaction rather than creating standalone user accounts, users are expected to follow Discord's Terms of Service alongside ours when using our associated Discord server. Users can leave the Discord server at any time to discontinue their involvement with Potion Alpha's community. For any data or privacy concerns within Discord, users should refer to Discord's policies, although our Privacy Policy will cover data handled directly by Potion Alpha or through transactions.

## **27. Affiliate Disclosure**

We may engage in affiliate marketing, disclosed herein for transparency.

## **28. Age Restriction**

Services for 18+ only; accounts of underage users will be terminated.

### **For EU Residents - GDPR Compliance:**

**Data Processing:** All data processing by third parties complies with GDPR. Users have the right to access, rectify, erase, restrict processing, data portability, and object to processing of their data.

**Third-Party Data Sharing:** Contracts with third parties include GDPR-compliant data protection clauses. Users are informed that crypto trade data is public and not considered private under these Terms.

### **Contact Information**

For inquiries, contact us at our discord server via tickets.

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