DesiTradeLLC Terms of Service for Options Insider Trading Community

Effective Date: April 11, 2025

Welcome to the Options Insider Trading Community (the "Community"), a Discord-based platform operated by DesiTradeLLC, a Florida-based company ("we," "us," or "our"). These Terms of Service ("Terms") govern your access to and participation in the Community. By joining, accessing, or using the Community, including purchasing a subscription or engaging in discussions, you ("you" or "Member") agree to be bound by these Terms, our [Privacy Policy]([insert link to Privacy Policy]), and our [Return Policy]([insert link to Return Policy]). If you do not agree, please do not join or participate in the Community.

1. Acceptance of Terms

Your purchase of a subscription, creation of a Community account, or participation in any Community activities (e.g., posting messages, joining voice channels, or sharing trading strategies) constitutes your agreement to these Terms. We may update these Terms at any time, and we will notify you of material changes via a Community announcement or email to the address associated with your account. Continued use of the Community after such updates signifies your acceptance of the revised Terms.

2. Eligibility and Account Responsibilities

To join the Community, you must meet the following requirements:

- Age Requirement: You must be at least 18 years old, as day trading involves financial risks and requires legal capacity. We do not permit users under 18, even with parental consent.
- Discord Account: You must have a valid Discord account, subject to Discord's <u>Terms of Service</u> and <u>Community</u> <u>Guidelines</u>.

 Compliance with Laws: You must comply with all applicable local, state, federal, and international laws, including those related to financial activities and online conduct.

You are responsible for:

- Maintaining the confidentiality of your Discord account credentials.
- Notifying us immediately at admin@options-insider.com of any unauthorized access to your account.
- Using only one account to access the Community. Sharing or distributing account credentials is prohibited.

We reserve the right to refuse or terminate membership if you fail to meet these requirements or for any other lawful reason.

3. Community Conduct

The Community is designed to foster respectful, productive discussions about day trading and financial markets. To maintain a positive environment, you agree to follow these rules:

- Respect Others: Treat all members with courtesy. Harassment, hate speech, discrimination, or bullying based on race, gender, religion, or any other characteristic is strictly prohibited.
- No Spam or Promotions: Do not post repetitive messages, irrelevant content, or unsolicited advertisements, including promotions of other trading services or products.
- **No Illegal Content**: Do not share content that is illegal, fraudulent, or infringes on third-party rights (e.g., copyrighted material, trade secrets).
- No Disruptive Behavior: Avoid trolling, baiting, or actions that disrupt Community discussions or harmony.
- No Inappropriate Content: Do not post or discuss explicit, obscene, or not-safe-for-work (NSFW) content.
- No Unauthorized Financial Advice: Do not provide or solicit personalized financial, investment, or trading advice, as this may violate securities laws.

Violations of these rules may result in warnings, temporary suspension, or permanent removal from the Community, at our sole discretion, with no refund except as outlined in our Return Policy.

4. Membership and Fees

Access to the Community requires a paid subscription, which may be a one-time payment (e.g., lifetime membership) or recurring (e.g., monthly or annual plans). Details of membership tiers and fees are provided during the registration or checkout process.

- Billing: For recurring subscriptions, you authorize us to charge your provided payment method at the agreed intervals. You must keep your payment information current to avoid service interruptions.
- Return Policy: As outlined in our Return Policy, standard subscriptions (e.g., monthly or annual) are refundable within 7 days of purchase. No refunds are available after this period. Lifetime memberships are non-refundable under all circumstances, and by purchasing a lifetime membership, you accept this condition.
- Fee Changes: We may adjust subscription fees with prior notice.
 Changes will apply to new subscriptions or renewals after the effective date of the change.
- No Guarantee of Access: Payment does not guarantee uninterrupted access if you violate these Terms or if the Community is discontinued (see Section 6).

5. Content Ownership and Usage

- Our Content: All content provided by DesiTradeLLC, including educational resources, guides, tools, and Community branding (e.g., logos, designs), is owned by us or our licensors. You are granted a limited, non-exclusive, non-transferable license to access and use this content for personal, non-commercial purposes within the Community. You may not reproduce, distribute, or modify our content without written permission.
- Your Content: By posting messages, strategies, or other content in the Community ("User Content"), you grant us a nonexclusive, royalty-free, worldwide license to use, display, and store your User Content within the Community to operate and moderate the platform. You retain ownership of your User

- Content but acknowledge that it may be visible to other members.
- Content Restrictions: You agree not to post User Content that violates copyrights, trademarks, or other intellectual property rights, or that is defamatory, misleading, or unlawful. You are solely responsible for the legality of your User Content.

6. Termination and Suspension

- Our Right to Terminate: We may suspend or terminate your access to the Community at any time, with or without notice, for reasons including but not limited to:
 - Violation of these Terms or Community rules.
 - Engaging in illegal or fraudulent activities.
 - Failure to pay subscription fees.
 - Conduct that harms the Community or other members.
- Your Right to Terminate: You may cancel your subscription or leave the Community at any time via your account settings or by contacting us at admin@options-insider.com. Cancellation does not entitle you to a refund except as provided in our Return Policy.
- Effect of Termination: Upon termination, you will lose access to all Community features, including exclusive content and discussions. We may retain certain data (e.g., moderation logs) as required by law or for operational purposes, as outlined in our Privacy Policy.

7. Financial and Trading Disclaimers

The Community is for educational and discussion purposes only. You acknowledge and agree that:

 No Financial Advice: Content shared in the Community, including trading strategies, market analysis, or member discussions, is not personalized financial, investment, or trading advice. We are not registered financial advisors or brokers, and you should not rely on Community content for investment decisions.

- Trading Risks: Trading in financial markets involves significant risk, including the potential loss of your entire capital. You are solely responsible for any trading decisions or losses resulting from your participation in the Community.
- No Guarantees: We do not guarantee any financial outcomes, profits, or performance based on your use of the Community.
 Past performance discussed in the Community is not indicative of future results.
- Seek Professional Advice: Consult a qualified financial advisor before making trading or investment decisions.

DesiTradeLLC is not liable for any losses, damages, or claims arising from your reliance on Community content or participation.

8. Disclaimers and Limitation of Liability

- As-Is Service: The Community is provided "as is" without
 warranties of any kind, express or implied, including warranties
 of merchantability, fitness for a particular purpose, or
 uninterrupted access. We do not guarantee that the Community
 will be error-free, secure, or available at all times.
- Third-Party Platforms: The Community operates on Discord, and we are not responsible for Discord's availability, policies, or data practices. You assume all risks related to using Discord's platform.
- Limitation of Liability: To the fullest extent permitted by Florida law, DesiTradeLLC, its officers, employees, or affiliates will not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of or inability to access the Community, even if advised of such damages. Our total liability to you will not exceed the amount you paid for your subscription in the preceding 12 months.

9. Indemnification

You agree to indemnify, defend, and hold harmless DesiTradeLLC, its officers, employees, and affiliates from any claims, losses, or damages, including legal fees, arising from:

Your violation of these Terms or Community rules.

- Your User Content or its use in the Community.
- Your violation of any third-party rights or applicable laws.

10. Governing Law and Dispute Resolution

- Governing Law: These Terms and your use of the Community are governed by the laws of the State of Florida, without regard to its conflict of law principles.
- Dispute Resolution: Any disputes arising from these Terms or the Community will be resolved through good-faith negotiation. If unresolved, disputes will be submitted to binding arbitration in Lee County, Florida, under the rules of the American Arbitration Association. You waive any right to participate in class actions or class arbitrations.

11. Miscellaneous

- Force Majeure: We are not liable for delays or failures in providing the Community due to events beyond our control, such as natural disasters, server outages, or changes to Discord's platform.
- No Waiver: Our failure to enforce any part of these Terms does not constitute a waiver of our rights.
- **Severability**: If any provision of these Terms is found invalid or unenforceable, the remaining provisions will remain in effect.
- Entire Agreement: These Terms, along with our Privacy Policy and Return Policy, constitute the entire agreement between you and DesiTradeLLC regarding the Community.

12. Contact Us

If you have questions, concerns, or requests regarding these Terms, please contact us at:

DesiTradeLLC

Email: admin@options-insider.com

By accessing or purchasing a subscription to the Options Insider Trading Community, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.