

# Alpha Pod — Terms of Service & Risk Disclosure

**Effective Date:** September 7, 2025

**Entity:** Alpha Pod LLC (the “Company,” “Alpha Pod,” “we,” “us,” or “our”)

**Contact:** [alphapodllc@gmail.com]

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## 1) Acceptance of Terms

By accessing or using any Alpha Pod service, Discord server, content, or materials (collectively, the “Services”), you agree to these Terms. If you do not agree, do not use the Services.

You affirm you are at least 18 years old and legally competent to enter these Terms.

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## 2) Nature of Services — Educational Only

Alpha Pod provides **general educational and informational content** such as market commentary, concepts, and illustrative examples. Alpha Pod **does not provide personalized investment, financial, legal, or tax advice.**

- Nothing in the Services constitutes a recommendation, solicitation, or offer to buy or sell any financial instrument.
- No fiduciary, advisory, or suitability obligation is created.
- You must use independent judgment and consult licensed professionals before making any financial decisions.
- Certain alerts, posts, or trade logs shared in the Services reflect **the personal trading activity of Alpha Pod’s owner** and are maintained as part of a personal **trading journal**. They are provided for transparency, community discussion, and educational purposes only. They are **not signals or recommendations** to buy or sell any security.

Alpha Pod is **not** registered with the SEC, FINRA, CFTC, NFA, or any other regulator. The Services are **not financial research reports.**

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## 3) Independent Responsibility & Non-Reliance

You agree and acknowledge:

- You will **not** rely on the Services, including any alerts or trade logs, as the basis for trading decisions.
  - Alerts and trade logs represent the personal trades of Alpha Pod's owner and may not be appropriate for you.
  - You are solely responsible for evaluating and executing any trades.
  - You assume all risk of loss from your own trading activity.
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## 4) No Guarantees or Promises

- **Past performance is not indicative of future results.**
  - Any examples, scenarios, or discussions are **illustrative only**.
  - We do not guarantee accuracy, timeliness, completeness, or profitability of any information provided.
  - Availability of features such as alerts, commentary, or streams may vary; we may provide them at our discretion and without obligation.
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## 5) Trading Risk Disclosure

All trading in securities and derivatives involves substantial risk of loss and is not suitable for every investor. You may lose all invested capital. By using the Services, you acknowledge these risks and agree that you alone are responsible for your trading decisions.

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## 6) Third-Party Content

The Services may reference third-party data, platforms, or links. We do not control, verify, or guarantee such third-party content and assume no responsibility for errors, outages, or security issues.

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## 7) Potential Conflicts of Interest

Alpha Pod personnel may hold or trade positions in instruments mentioned. Such activity creates no duty to you and may not be disclosed in real time.

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## 8) Disclaimers of Warranties

The Services are provided on an “**AS IS**” and “**AS AVAILABLE**” basis without warranties of any kind, express or implied, including merchantability, fitness for purpose, non-infringement, accuracy, or availability.

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## 9) User Responsibilities

You agree to:

- Use the Services only for personal, educational purposes.
- Not copy, distribute, record, or resell content without permission.
- Comply with applicable laws and broker rules.

Any misuse may result in termination of access.

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## 10) Intellectual Property

All content is owned by Alpha Pod or its licensors. You receive a limited, revocable license to view content for personal educational use only.

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## 11) Memberships & Billing

- Access requires an active paid subscription.
- Unless required by law, **all fees are non-refundable**.
- Trials or limited-time passes may be offered at our discretion and expire automatically.
- You are responsible for cancelling subscriptions before renewal.

We may modify pricing or features with prospective effect.

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## 12) Termination

We may suspend or terminate access at any time for any reason, including suspected misuse. Termination does not entitle you to a refund unless required by law.

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## 13) Limitation of Liability

To the maximum extent permitted by law:

- Alpha Pod is not liable for any indirect, incidental, consequential, or special damages, including **trading losses, lost profits, or business interruption**.
  - Our total liability to you shall not exceed the greater of (a) the fees paid to us in the prior three (3) months or (b) \$100.
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## 14) Indemnification

You agree to indemnify and hold harmless Alpha Pod, its owners, and contributors against claims, losses, or expenses arising from your use of the Services or your trading activity.

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## 15) Dispute Resolution & Arbitration

- Disputes shall first be attempted to be resolved informally by contacting [alphapodllc@gmail.com].
  - If unresolved, disputes will be resolved by **binding arbitration** under the American Arbitration Association rules, on an individual basis.
  - You waive any right to participate in a class action or jury trial.
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## 16) Governing Law

These Terms are governed by the laws of the **State of California**, without regard to conflict-of-law principles.

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## 17) Updates

We may revise these Terms at any time by notice in-server or by email. Continued use after changes constitutes acceptance.

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## **18) Acknowledgement**

By using the Services, you affirm that you:

- Have read and understood these Terms.
  - Understand that alerts and trade logs are the personal trades of Alpha Pod's owner, shared for educational purposes only.
  - Accept full responsibility for your trading decisions.
  - Will not assert any claim that your losses were caused by reliance on the Services.
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**Questions?** Contact [alphapodllc@gmail.com](mailto:alphapodllc@gmail.com)