

# TERMS OF SERVICE

## Signal City Trading VIP Discord

**Effective Date:** July 15, 2025

**Last Updated:** Nov 4, 2025

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### 1. Overview

By accessing or subscribing to the Signal City Trading ("Service", "we", "us"), including the VIP Discord and/or the EA software, you agree to be bound by these Terms of Service. If you do not agree, do not use or access the Service.

We provide an **educational trading community** focused on PFK strategies and risk management along with supporting software that reflects these same principles. Members may subscribe to the VIP Discord and/or the EA software. See **Sections 2–5** for details on the scope of Service, AI, EA tools, and trading risk disclaimers, and **Section 10** for intellectual property and licensing terms.

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### 2. Scope of Service - VIP Discord Membership

The Service is an educational membership community focused on the **PFK Alpha** and **PFK ORB** strategies, along with the **PFK Risk System**. Through trade analysis, tutorials, and real-time demonstrations, we help members learn and apply these systems in a structured, repeatable way.

These strategies and demonstrations are designed **exclusively for prop firm trading challenges**, and are **not** how we would trade live personal capital in the real market.

This includes:

- **Recorded tutorials and written instructions** on strategy and risk management.
- **Live educational sessions** led by Daniel, including chart/market analysis, implementation walkthroughs, and live demonstrations on Daniel's personal accounts (*to illustrate strategy use*).

- **Structured trade analysis alerts** with written context, annotated chart images, risk-to-reward metrics, and, in some cases, a **break-even** update to illustrate risk management logic.

Trade analysis alerts and demonstrations are **not trading signals**, and we do not execute trades or manage accounts for you. We are **not licensed financial advisors**, and nothing within the Service should be interpreted as a recommendation to buy, sell, or execute any trade.

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### 3. Scope of Service - Expert Advisor (EA) Usage

The Service may include access to a custom Expert Advisor (EA) developed in-house for Metatrader5. The EA lets you apply inputs based on PFK strategy rules and the PFK risk system to generate **trade signals for your own use**. We do **not** operate the EA on your behalf.

- **Prop firm rules.** You must confirm your broker/prop firm **permits EA usage** and that your use complies with their rules.
- **Your responsibility.** You control all settings, monitoring, and execution. **No outcomes are guaranteed.**
- **Set files.** Optional preconfigured set files are provided for convenience. You must ensure each setup fits your trading approach and prop firm rules. **Results are not guaranteed.**
- **Randomization.** The EA includes built-in randomization to reduce similar trade execution among users, but it does not guarantee group-trading avoidance. Add your own adjustments for your trading style.
- **Backtesting.** Backtests use Alpari data and are for illustration only. Results can vary significantly by broker, and past performance does not predict future results. Always do your own testing before trading.
- **License & ownership.** Use of the EA is governed by **Section 10 (Intellectual Property — Software License)**.
- **Subscription-bound access.** EA use is available only while your subscription is active and in good standing; upon cancellation or lapse, your license ends and access **will be deactivated**.
- **Risk.** Use of the EA is subject to **Section 5 (Trading Risk Disclaimer)**. Compatibility with brokers, prop firms, or platforms is not guaranteed.

## 4. AI Tool Usage & Disclaimer

The Service includes access to an AI-powered tool (“Chuck”) that assists with questions about prop firm rules and trading requirements from Dan’s Picks forex prop firm list, as well as EA setup and configuration guidance.

**Beta:** This AI tool is in beta and may produce incomplete, outdated, or inaccurate responses. Do not rely on it without independent verification.

**Not reviewed:** AI responses are not reviewed by a human and are not a substitute for reading official prop firm documentation or contacting the firm directly.

By using the tool, you acknowledge that:

- AI outputs are **not** financial, legal, or trading advice.
- You are responsible for verifying all information with official sources.
- We are not liable for losses arising from reliance on AI outputs.
- Misuse of the tool (including prompting for unsupported interpretations) is your responsibility.

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## 5. Trading Risk Disclaimer

Trading involves significant risk. Evaluation/simulated trading results may differ greatly from live trading. In prop firm programs, you may lose challenge fees, fail evaluations, or forfeit accounts or payouts. If you trade a personal cash account, you may lose some or all of the capital you deposit. **Do not purchase prop firm challenges or trade with funds you cannot afford to lose.**

*Any trades you choose to place are **at your own risk.***

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## 6. User Responsibilities

By participating in this Service, you acknowledge and agree to:

- **Educational use only.** Use all content and analysis strictly for educational purposes (not signals or financial advice).
  - **Personal Responsibility.** You are fully responsible for your trading decisions, risk management, and account outcomes.
  - **Due Diligence.** Conduct your own research before acting on any information.
  - **Testing.** Backtest and forward-test strategies before applying them to prop firm challenges or live trading accounts.
  - **Rule Compliance.** Verify and comply with all prop firm and broker rules.
  - **EA Usage.** If you use the EA, you are responsible for setup, configuration, monitoring and confirming your firm permits EAs (see Sections 5 and 10).
  - **Not Financial Advice.** Accept that this Service does not create a fiduciary, advisory, or client relationship.
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## 7. Subscriptions & Billing

Access to the Service is offered on a recurring subscription basis. The standard plan is monthly via credit card. By request, a prepaid, non-recurring crypto option (one or three months) may be offered.

- **Auto-renewal (monthly CC).** Renews monthly until canceled. You may cancel any time before the next billing date; access continues through the end of the paid term. See §8 (Refund Policy).
- **Payment method (monthly CC).** You must keep a valid payment method on file. Failed or expired payments may suspend access. If your membership lapses or is canceled, your prior pricing is not guaranteed upon re-subscribe.
- **Taxes & fees.** Advertised prices include applicable regional taxes. Platform fees (e.g., Whop) and any crypto network fees are paid by you.
- **Individual use.** Subscriptions are non-transferable and for one individual; account sharing is not permitted.
- **Trials & promotions.** Any trial or promotional pricing follows its stated terms and converts to the regular plan unless canceled before the trial/promo ends.

## 8. Refund Policy

Due to the nature of the Service, **all sales are final and non-refundable.**

No refunds, partial credits, or pro-rated cancellations will be issued under any circumstances, *subject to applicable law*, including:

- Forgotten or late cancellations
- Accidental purchases
- Unused access or missed content
- Dissatisfaction with the Service or results (including failure to pass prop firm evaluations / challenges, or loss of accounts)

**Disputing charges without first contacting us may result in permanent loss of access.**

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## 9. Community Conduct

We maintain a respectful, English-speaking, education-first community. By participating, you agree to the following:

### Behavior

- Treat all members, moderators, and admins with respect.
- All messages must be in English to ensure fair participation and moderation.
- Harassment, hate speech, and discrimination are not tolerated.
- Post in the correct channels; no flooding, mass @pings, or off-topic disruption.

### Security & DMs

- No unsolicited DMs or off-platform solicitations. Report scams or impersonation.
- Staff will **never** ask for payment info, seed phrases, or 2FA codes in DMs.

### Content

- Do not share, repost, or leak content outside the server.
- Do not impersonate staff or spread false or misleading information.
- Do not post another member's personal details, account metrics, or screenshots without consent.
- **No recording or restreaming live sessions.**

## Promotions

- No advertising, external links, or affiliate offers unless explicitly authorized. No spam.

## Enforcement

- Moderators may remove users at their discretion for violations
  - Access may be terminated **without refund**
  - Follow Discord's and Whop's terms and policies, and all applicable laws.
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# 10. Intellectual Property

All content and software provided through the Service—including trade analysis, educational materials, guides, AI prompts, tools, and code—are the **intellectual property of Signal City Trading**.

You receive a **limited, personal, non-exclusive, non-transferable, revocable license** to access and use this material for **educational purposes** while your subscription is active. You may not copy, resell, republish, or redistribute content without our written permission.

**Software License (EA).** The Expert Advisor (EA) is **licensed, not sold**:

- Your license is personal, non-sublicensable, and **valid only while your subscription is active** (see §4 and §7).
- You may install and use the EA on compatible platforms for **strategy testing/execution** in line with PFK rules.
- You may **not** share license keys or access tokens; no copying, reselling, renting, lending, sublicensing, modifying, reverse engineering, or using the EA to build a competing product.
- We may provide updates or discontinue features at any time.
- We retain all right, title, and interest in the EA and all related IP.

*Violation may result in account termination and potential legal action.*

## 11. Disclaimer of Warranties

To the fullest extent permitted by the **laws of British Columbia, Canada**, the Service is provided **“as is” and “as available.”**

- **No guarantees of results.** We do not warrant performance, profitability, funded accounts, or any specific outcomes.
  - **No implied warranties.** We disclaim all implied warranties, including **merchantability, fitness for a particular purpose, and non-infringement.**
  - **No accuracy/timeliness warranty.** We do not guarantee that content, analysis, AI outputs, or EA outputs are accurate, complete, current, or free of errors.
  - **No uptime/bug-free promise.** We do not warrant uninterrupted, secure, or error-free access.
  - **No feature-commitment.** Features, content, and tools (including the EA and AI) may change or be discontinued at any time.
  - **No compatibility assurance.** We do not warrant compatibility with any broker, prop firm, or platform.
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## 12. Limitation of Liability

To the fullest extent permitted by the **laws of British Columbia, Canada**, Signal City Trading and its owners, team, and affiliates shall not be liable for:

- Trading losses; failed/voided evaluations; forfeited accounts or payouts; missed profits or opportunities
- Reputational, business, or data loss
- Indirect, incidental, consequential, special, exemplary, or punitive damages

Signal City Trading shall not be held responsible for any losses or issues arising from, including but not limited to:

- Misuse or misinterpretation of educational content, live demonstrations, or analysis alerts
- Reliance on **AI-generated responses** or **EA outputs**
- **Misuse, misconfiguration, or unauthorized modification of the EA; use where EAs are prohibited; or failure to monitor its operation**
- Differences between evaluation/sim and live trading (e.g., spreads, slippage, latency, outages, data errors, broker/platform differences)
- Prop firm or broker decisions, including rejections, rule breaches, payout denials, or clawbacks
- Third-party/platform issues (e.g., Discord, Whop, brokers, prop firms, data providers)

Your sole remedy for dissatisfaction is to stop using the Service.

**In no event will our total liability arising out of or related to the Service exceed the fees you paid to us in the 12 months before the claim arose.** Where the law prohibits limiting liability, we follow the law.

## 13. Governing Law & Dispute Resolution

These Terms and any dispute or claim arising out of or relating to the Service are governed by the **laws of British Columbia, Canada**. Except as noted below, disputes will be resolved by **final and binding arbitration**.

- **Arbitration:** The **seat** of arbitration is **British Columbia, Canada**. The **place** of arbitration will be in the **Lower Mainland of British Columbia** or by **videoconference**. If the parties cannot agree on a location, **Vancouver** will be the default. Proceedings will be in **English**, under the **Arbitration Act (BC)**, before a **single arbitrator**.
  - **No class actions:** You and Signal City Trading **waive participation in class or representative proceedings**.
  - **Carve-outs:** Either party may (a) seek **injunctive/equitable relief** in court to protect IP or prevent unauthorized use, and (b) bring an **eligible BC Small Claims Court** case.
  - **Venue/enforcement:** Courts in the **Lower Mainland of British Columbia** have **exclusive jurisdiction** for the carve-outs above and to **enter/enforce arbitration awards**.
  - **Severability:** If any part of this section is unenforceable, the rest remains in effect.
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## 14. Changes to These Terms

We reserve the right to update these Terms at any time. Where possible, we will give reasonable notice via email, Discord, or posted announcements.

You are responsible for reviewing these Terms periodically. Continued use of the Service after changes constitutes your acceptance of those changes.

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## 15. Privacy Notice

We are committed to protecting your privacy. This section explains how personal information is handled when using the Service. By using the Service, you consent to the practices described here. You may withdraw consent at any time by canceling your subscription, which will end your access.

### What Information Is Handled

We minimize what we collect and rely on third-party platforms to operate the Service:

- **Discord messages:** Public messages in the server (including messages used with the AI tool). These may include content you choose to share; private DMs are not included.
- **Subscription and billing:** Name, email, payment method, and transaction history handled by **Whop** for subscription management.
- **Platform interaction data:** Metadata (timestamps, channel IDs, usage patterns) managed by **Discord** for functionality.
- **EA licensing data (EA users only): Whop Membership ID** (specific to our storefront and different from your Whop User ID), EA license key/token, and activation timestamps **to enable/disable EA access**.

### How Information Is Used

- **AI Tool:** Messages submitted to the AI tool are sent to OpenAI's API. OpenAI may temporarily process message data for abuse prevention and service delivery (up to 30 days), but does not use it to train models. See: [OpenAI Privacy Policy](#)
- **Billing:** All billing and subscription data is processed by Whop. We only access the minimum necessary to manage your subscription. See: [Whop Privacy Policy](#)
- **Discord:** All interactions take place on the Discord platform and are subject to Discord's data policies. See: [Discord Privacy Policy](#)
- **EA licensing:** To authenticate the EA, verify active subscription via your **Whop Membership ID**, enable/disable access on cancellation or lapse, prevent key sharing/abuse, and provide support. **Not** used for marketing or profiling.

## Data Location and Retention

Some data may be processed and stored outside Canada (e.g., in the U.S.) by our providers.

## Use Limitation

Data is used only to provide core features of the Service — such as AI responses, payment processing, and community access. We do not use your data for marketing, profiling, or share it with unrelated third parties unless required by law.

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## 16. Contact Information

If you have questions about these Terms or your account, please contact us in our Discord server “PFK’s Signal City Trading” via the **#vip-inquiry-tickets** channel (*open a ticket*).