# Refund Policy: Effective Date: 12/15/2023

### **OUR UNCONDITIONAL PROMISE**

OUR PROMISE: IF AFTER AT LEAST SIX WEEKS AS A SUBSCRIBER (WE HAVE FOUND THAT THIS IS, IN MOST CASES, A SUFFICIENT AMOUNT OF TIME TO LEARN THE KEY ASPECTS OF INCORPORATING OUR MRZS™ INTO YOUR TRADING) TOP GUN TRADE ZONES HAS NOT HELPED IMPROVE YOUR TRADING AND YOU ARE NOT HAPPY WITH THE SERVICE, YOU MAY CANCEL YOUR SUBSCRIPTION ANY TIME BEFORE THE END OF YOUR SECOND MONTH (EIGHTH WEEK) AS A MEMBER AND I WILL RETURN ANY REMAINDER OF YOUR PRO-RATED MEMBERSHIP SUBSCRIPTION BEYOND THE MONTH YOU CANCEL; REGARDLESS OF YOUR INITIAL SUBSCRIPTION DURATION.

NO ARGUMENTS. NO HEADACHES. NO EXCUSES.

THIS REFUND POLICY APPLIES TO YOUR INITIAL (FIRST) SUBSCRIPTION ONLY. THE REFUND POLICY IS NOT APPLICABLE TO SUBSCRIPTION RENEWALS. PLEASE REVIEW OUR COMPLETE REFUND POLICY BELOW IF YOU HAVE ANY QUESTIONS.

\_\_\_\_\_\_

At Top Gun Traders Zones, we strive to provide you with exceptional services and subscriptions tailored to your trading needs. We understand that circumstances may arise where you may seek a refund. Please review our refund policy below for a clear understanding of our practices.

#### 1. Required Agreement

Before completing a purchase on topguntradezones.com or topguntradersZones.com you must read and agree to the following terms and conditions of sale.

- 1.1 You must be at least 18 years old to view this website or use any of its resources.
- 1.2 Any viewing of any page on this website, any personal posting, or any purchase of any product, will be considered as a statement by the viewer that said viewer is of the required age.
- 1.3 For software products (trading indicators) you are purchasing a license to use our software or website services. The license is enforced using a license server on Ninjatradeer that you must connect to over the internet. If you lose access to the internet, it may not be possible to verify your license. In such an event, you may not be able to use the software.

### 2. Finality of Sales for Software and Educational Courses/Products/Services

For Top Gun Trades Zones software (indicators) and educational courses/products including mentorships and coaching, *all sales are final*. We shall not provide refunds of any kind.

#### **Rationale for Our Policy**

We want to provide transparency regarding our refund and cancellation policy regarding Software (trading indicators), Educational Courses and Services (including mentorships and coaching). This policy is standard within our industry for several reasons:

- Electronic Delivery: Our proprietary written materials and software are delivered in electronic format.
  Once these materials are downloaded to your computer, they cannot be retrieved, tracked, or
  controlled. Consequently, digital software cannot be returned for a refund, as it's impossible for us to
  regain possession or control over the downloaded materials. Due to the ease with which both digital
  and educational materials may be copied, no refunds will be made. This is a fairly common practice
  with proprietary digital downloaded materials.
- 2. **Unrecoverable Training**: When training commences, our subscribers gain access to valuable knowledge and training time. This investment in your education is non-recoverable. Once you've received and benefited from our proprietary training, it is impossible to "unlearn" or return the knowledge and expertise Top Gun Trade Zones has dedicated to enhancing your trading skills.

By understanding the unique challenges associated with digital products and the irreplaceable nature of the training provided, we aim to set clear expectations for our valued subscribers.

If you have any questions, please be sure to send any questions **before making a purchase** to: <a href="mailto:info@topguntradezones.com">info@topguntradezones.com</a> or <a href="mailto:sales@topguntradezones.com">sales@topguntradezones.com</a>. You may also use the contact form on the website to submit questions. Additionally, if you are a member of our other service, TopGunTradersEdge, you can see the indicators being used live each day before you decide to purchase. Lastly, there are free videos and written material about the indicators on the TopGunTradeZones.com website and YouTube for viewing prior to subscribing to our service.

By making a purchase, the buyer affirms that he/she has read the <u>Terms of Service</u>, <u>Disclaimers</u>, and <u>Privacy Policy</u> of <u>www.topguntradezones.com</u> and that he/she does both understand and agree to their contents.

All Top Gun Trading products are designed and licensed as "single user" items. You may not: copy, modify, publish, retransmit, participate in the transfer or sale of, distribute, perform, display, or create derivative works from any of the Content in any way, except that you make one copy as a backup.

These restrictions are above and beyond the normal laws and rules that apply to copyright materials. Prior to purchase, buyers must agree to these additional terms.

## 3. No Refunds for Service or Subscription:

Refunds will not be provided for any service, subscription, or digital product (trading indicators or software), other than the limited refund detailed at the start of this document which requires six-weeks of membership by the subscriber to determine suitability. It then provides an ample two-week notification period to the subscriber to email us with their express intent to cancel the service and request a pro-rated refund. This notification is the sole responsibility of the subscriber.

#### 4. Monthly and Term Subscriptions:

Other than detailed in #3 above, "No Refunds for Service or Subscription", Top Gun Trade Zones *does not* provide credit, refunds, or pro-rated billing for subscriptions that are canceled mid-month or prior to the end of any longer subscription period. In such circumstances, you will continue to have access to your paid subscription until the end of the monthly or term billing cycle. **Other than the refund policy set forth in this document, there are no refunds given after the eighth week of membership for any reason**.

#### 5. Refund Process:

To request a refund within the specified guarantee period, please contact our customer support team via emal at: support@topguntradezones.com. Refunds will be processed according to our refund policy once eligibility is confirmed. Please see "Effects of Cancellation or Request for Refund" below for refund details.

#### 6. Cancellation Procedure

If you decide to cancel your order, you must contact us by email with your express intent to cancel your subscription and obtain a pro-rated refund. As detailed in There are no exceptions to this timeframe.

To ensure your cancellation is processed within this period, you must notify us of your intent to cancel **before the 14-day deadline expires** (between your sixth and eighth week of membership).

### **Effects of Cancellation or Request for Refund**

Upon receiving your cancellation notice or request for refund according to our stated policy, Top Gun Trade Zones will act within 14 days. We will reimburse you for the pro-rated portion remaining on your subscription purchase, in accordance with the days left in your subscription term.

The reimbursement will be processed using the same payment method utilized for the original transaction. Please note that the refund amount will be the full purchase price minus the non-refundable processing fee, typically 3.6%, imposed by the credit card processors (including Visa, Mastercard, Discover, PayPal, etc.) for the initial transaction. It's important to mention that this practice is common among merchants.

Additionally, we kindly remind you that our service includes up to two weeks in the trade room at no charge, during which we incur operational costs. Some companies, such as LeeLoo and Apex, opt to offset these expenses by charging an upfront fee, often an additional 5% on top of the purchase price. We believe this approach to be ethically questionable.

Our commitment to transparent pricing ensures that you receive the full value of our service without any hidden charges. Thank you for your understanding and continued support.

## 9. Action on Chargebacks

Before you can complete a transaction with us, you are required to check the "Plan Policy" box on the checkout page. If that box is not checked on the checkout page, indicating your agreement to these terms, you will not be able to complete a transaction.

That checkbox requires you to agree and confirm that you have accepted all the following:

- 1. Top Gun Trade Zones Legal Disclaimers
- 2. Terms of Service

- 3. Hypothetical Performance Disclosure
- 4. Privacy Policy
- 5. Refund Policy

To prevent potential disputes, we have stated as clearly as possible our refund policies regarding our services and products. Other than stated above, there will be no refunds. If the refund request does not clearly meet our stated policy, we shall contest all chargebacks, using as evidence your agreement, by checking the "Plan Policy" on the checkout page.

If you initiate a chargeback contesting a sale, we will immediately disable your access to the software, by invalidating your license at the license server. Your access shall remain disabled until the dispute is resolved in one way or another. If we prevail in the dispute, and your credit-card company restores your payment to us, we shall re-enable your access to the software: if your credit-card company refuses to pay us, your access to use the licensed software will be permanently deleted. We treat all our customers and members with respect; as such, we expect the same in return.