

LA MARZ & CO

TERMS OF SERVICE

Governing your use of all La Marz & Co products and services

Last Updated: May 2026

This document is legally binding. Please read it carefully before purchasing or using any La Marz & Co product.

whop.com/la-marz-co | lamarzco.com

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■ ACCEPTANCE OF TERMS

By accessing, browsing, or purchasing from La Marz & Co — through our Whop store, website, or any affiliated channel — you agree to be legally bound by these Terms of Service. If you do not agree to these Terms in full, you must not use our services. Your continued use of our services following any update constitutes acceptance of the revised Terms. Last Updated: May 2026.

1. About La Marz & Co

La Marz & Co is a digital products business selling branded trading watermarks and related digital assets. We operate as a sole trader / private business under the La Marz & Co brand, registered and operating under Norwegian law.

We operate primarily through the Whop platform (whop.com/la-marz-co) and our associated website (lamarzco.com), as well as social media channels including Instagram, TikTok, X (formerly Twitter), YouTube, and Discord.

Operating country: Norway. For all enquiries, contact us through our official Whop store.

2. Products & Digital Goods

All products sold by La Marz & Co are digital goods, including but not limited to branded trading indicator watermarks, graphic overlays, and related digital assets ("Products"). Products are delivered electronically and instantly upon purchase completion.

By completing a purchase, you acknowledge and irrevocably agree that:

- You are purchasing a non-tangible, instantly delivered digital product
- You have reviewed the full product description, these Terms, our EULA, and our Return & Refund Policy before purchasing
- Digital delivery constitutes full and complete performance of our obligations to you
- Where required under applicable consumer law, you have actively waived your right of withdrawal by confirming consent to immediate digital delivery (see Section 6)
- You accept full responsibility for ensuring the Product is compatible with your intended setup before purchase

3. Eligibility

You must be at least 18 years of age to purchase from La Marz & Co. By completing a purchase, you confirm that:

- You are at least 18 years old
- You have the full legal capacity to enter into a binding agreement in your jurisdiction
- You are not prohibited by any applicable law from purchasing digital goods of this nature
- If purchasing on behalf of a business or entity, you have full authority to bind that entity
- All information you provide during the purchase process is accurate, current, and complete

4. Pricing & Payment

All prices are displayed in the currency shown on our Whop store at the time of purchase. La Marz & Co reserves the right to change prices at any time without prior notice. Price changes will not affect purchases already completed.

Payment is processed securely through Whop's payment infrastructure. La Marz & Co does not directly store, access, or process your payment card details. All payment handling is subject to Whop's own terms and security standards.

4.1 VAT & Tax

La Marz & Co is currently not registered for VAT as our annual turnover is below the Norwegian VAT registration threshold (NOK 50,000). No VAT is charged on our products at this time. If and when La Marz & Co exceeds the registration threshold and becomes VAT-registered, this section will be updated accordingly. Customers are responsible for any import duties or local taxes applicable in their own jurisdiction on digital goods purchases.

Where La Marz & Co sells through the Whop platform, Whop may collect and remit applicable sales tax or VAT on our behalf in certain jurisdictions in accordance with their platform obligations as a marketplace operator.

5. No Refund Policy — All Sales Final

■ NO REFUNDS — ALL SALES ARE FINAL

Due to the instant digital delivery nature of our Products, La Marz & Co does not offer refunds, exchanges, credits, or cancellations under any circumstances, including but not limited to: change of mind, incompatibility, failure to read product descriptions, or failure to use the product.

La Marz & Co will not issue refunds, partial refunds, account credits, or exchanges for any of the following reasons, without exception:

- Change of mind or buyer's remorse after purchase
- Failure to read the full product description prior to purchasing
- Incompatibility of the product with your device, software, or trading platform
- Dissatisfaction with the product after purchase
- Accidental purchase or purchase made by a third party using your account
- Failure or decision not to use the product after purchase
- Duplicate purchases made in error
- Technical issues on your device or setup that prevent use
- Termination of your licence due to breach of our EULA or Terms of Service

5.1 Exception — Incorrect Delivery

In the rare event that a materially different product from what was purchased is delivered, you must contact us within 48 hours of purchase with clear proof of the issue. La Marz & Co reserves the right, at our sole discretion, to issue a replacement product. This does not constitute a general refund or returns policy.

5.2 Whop Platform Refunds

Where La Marz & Co sells through the Whop platform, Whop's own dispute resolution and buyer protection policies may apply in addition to ours. In certain circumstances, Whop may process a refund or resolve a dispute on our behalf in accordance with their platform policies. This does not constitute a general change to our no-refund policy and does not create any right to a refund directly from La Marz & Co beyond what is stated in these Terms.

5.3 Chargebacks & Payment Disputes

■ CHARGEBACK WARNING

Any chargeback or payment dispute filed against La Marz & Co that is without merit or made in bad faith will be vigorously defended. We will provide full documentation of the transaction, product delivery, and these Terms. Customers who file illegitimate chargebacks may be permanently banned and may be subject to further legal or administrative action.

6. EU, EEA & UK Consumer Rights

■ IMPORTANT — EU, EEA & UK BUYERS

If you are a consumer resident in the EU, EEA, or UK, you may have statutory rights that cannot be waived or excluded by contract. Nothing in these Terms removes or limits any statutory right you have under mandatory law in your country of residence.

Under the EU Consumer Rights Directive (2011/83/EU), EU Digital Content Directive (2019/770/EU), Norwegian Right of Withdrawal Act (Angrerettloven), and UK Consumer Contracts Regulations 2013, consumers ordinarily have a 14-day right of withdrawal from digital content purchases. This right is forfeited where:

- The digital content has been fully delivered (made available for download or access); and
- You have expressly consented to immediate delivery and acknowledged that you forfeit your right of withdrawal once delivery begins.

Where La Marz & Co sells through the Whop platform, customers are required to accept our Terms of Service, EULA, Privacy Policy, and Return Policy directly within the Whop checkout flow before completing their purchase. This acceptance constitutes the express consent and acknowledgement required under Consumer Rights Laws for the withdrawal right to be forfeited upon delivery.

EU consumers may also submit complaints via the EU ODR platform: <https://ec.europa.eu/consumers/odr>. Norwegian consumers may contact Forbrukerrådet (forbrukerradet.no).

7. Acceptable Use

You agree to use our Products only for lawful purposes and in accordance with these Terms and our EULA. You agree not to:

- Resell, redistribute, sublicense, or share purchased Products with any third party
- Claim ownership, authorship, or original creation of any La Marz & Co design or digital asset
- Use our Products in any way that violates applicable laws or regulations in any jurisdiction
- Attempt to reverse-engineer, copy, modify, or replicate our Products for any purpose
- Use our branding, name, logo, or identifying marks without prior express written permission
- Use our Products to create a competing watermark or overlay product or service
- Upload our Products to any file-sharing platform, public repository, or cloud storage accessible by others
- Use our Products in connection with any unlawful, harmful, deceptive, or misleading activity
- Remove, alter, or obscure any branding or identifying elements from our Products

- Use the Product in connection with the provision of financial advice, trading signals, or investment recommendations to any third party
- Display the Product watermark in content that makes false or fabricated trading result claims

8. Intellectual Property

All Products, designs, graphics, branding elements, and content created by La Marz & Co are the exclusive intellectual property of La Marz & Co, protected by copyright, design rights, and applicable intellectual property laws in Norway and internationally under the Berne Convention and applicable WIPO treaties.

Upon purchase, you are granted a limited, personal, non-exclusive, non-transferable licence to use the Product for content creation purposes only, as described in full in our EULA. This licence does not constitute a transfer of ownership. All intellectual property rights remain exclusively with La Marz & Co.

9. Product Delivery & Licence Keys

Upon successful payment, your purchased Product will be delivered electronically and instantly through one or more of the following methods:

- Direct download link provided via the Whop platform after checkout
- Licence key or access code delivered via the Whop platform dashboard or email
- Access granted to a private Whop product hub, Discord channel, or delivery page

Licence keys and access credentials are issued to the purchasing account only. They are non-transferable and must not be shared with any other person. La Marz & Co reserves the right to revoke or regenerate licence keys at any time in cases of suspected abuse or breach of these Terms.

10. Disclaimers

La Marz & Co Products are cosmetic digital overlays for branding and content creation purposes only. Nothing we sell, share, or publish constitutes:

- Financial advice, investment advice, or trading advice of any kind
- A solicitation to trade, buy, sell, or hold any financial instrument
- A trading recommendation, signal, strategy, or system
- Legal, tax, accounting, or professional advice of any kind

Products are provided strictly "as is" without warranties of any kind, express or implied. La Marz & Co disclaims all warranties including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and compatibility with all devices, software, or platforms.

11. Limitation of Liability

To the fullest extent permitted by applicable law, La Marz & Co shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of our Products or services, including loss of profit, loss of data, or business interruption.

Our total aggregate liability shall not exceed the total amount you paid to La Marz & Co for the specific Product giving rise to the claim in the 12 months preceding the claim.

Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be lawfully excluded under applicable mandatory law.

12. Indemnification

You agree to indemnify, defend, and hold harmless La Marz & Co, its owner, officers, contractors, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Your use or misuse of our Products or services
- Your breach of these Terms or our EULA
- Your violation of any applicable law or third-party rights
- Any content you create, publish, or distribute using our Products
- Any unauthorised sharing or distribution of your licence key or Product files

13. Third-Party Platforms including Whop

La Marz & Co operates primarily through the Whop platform (whop.com/la-marz-co). When you purchase through Whop, the following applies:

- Whop's own Terms of Service, Privacy Policy, and platform policies apply to your use of the Whop platform in addition to our own Terms
- Customers purchasing through Whop are required by Whop to accept our Terms of Service, EULA, Privacy Policy, and Return Policy at the point of purchase — this acceptance is recorded by Whop and constitutes your binding agreement to our Terms
- La Marz & Co is an independent merchant on the Whop platform and is not an employee, agent, or subsidiary of Whop Marketplace Inc.
- In certain jurisdictions, Whop may act as the merchant of record and collect applicable taxes on our behalf
- Whop's dispute resolution and buyer protection policies may in some circumstances result in refunds being processed by Whop — see Section 5.2

Our website and content may also contain affiliate links to TradingView and Trade Nation. All affiliate relationships are fully disclosed in our Affiliate Disclosure documents. La Marz & Co is not responsible for the content, terms, or practices of any third-party platform accessed via our affiliate links.

14. Privacy & Data Protection

We collect and process your personal data in accordance with our Privacy Policy and Cookie Policy, which are incorporated into these Terms by reference. By using our services, you confirm you have read and understood our Privacy Policy and Cookie Policy.

Where you purchase through Whop, Whop collects and processes your data in accordance with their own Privacy Policy. La Marz & Co only receives the data necessary to fulfil your order and provide customer support, as described in our Privacy Policy.

15. Force Majeure

La Marz & Co shall not be liable for any failure or delay in performing its obligations where such failure or delay results from any cause beyond our reasonable control, including but not limited to: acts of God, natural disasters, pandemics, war, terrorism, cyberattacks, DDoS attacks, internet infrastructure failures, Whop platform outages, payment processor failures, strikes, government action, or changes in applicable law or regulation. We will use reasonable efforts to notify affected customers and to resume normal operations as soon as reasonably practicable.

16. Modifications to Terms

La Marz & Co reserves the right to modify these Terms at any time. Where changes are material, we will make reasonable efforts to notify users via our Whop store page, website, or email. The 'Last Updated' date reflects the most recent revision. Continued use of our services following any changes constitutes acceptance of the updated Terms.

17. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of Norway, without regard to its conflict of law principles. The courts of Oslo, Norway shall have primary jurisdiction over any disputes not resolved through the dispute resolution process.

For EU/EEA consumers: nothing in this clause removes mandatory consumer protections under the laws of your country of residence. You retain the right to bring proceedings in your local courts where those rights cannot be waived by contract.

For UK consumers: nothing in this clause removes your rights under UK law, including the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013.

18. Dispute Resolution

Step 1 — Good-Faith Negotiation

In the event of any dispute arising out of or relating to these Terms or our Products, the parties agree to first attempt resolution through good-faith negotiation. Contact us through our official Whop store. We will acknowledge within 5 business days.

Step 2 — Mediation

If a dispute cannot be resolved through negotiation within 30 calendar days, the parties may agree to refer the matter to mediation before a mutually agreed independent mediator.

Step 3 — Binding Arbitration

If mediation fails or is not agreed, disputes shall be submitted to binding arbitration under the Norwegian Arbitration Act (Voldgiftsloven), with the seat of arbitration in Oslo, Norway, conducted in English. The arbitrator's decision shall be final and binding.

Class Action Waiver

To the extent permitted by applicable law, you waive any right to participate in class-action or collective proceedings against La Marz & Co.

Consumer authority referrals — EU consumers: <https://ec.europa.eu/consumers/odr> | Norwegian consumers: forbrukerradet.no | UK consumers: Citizens Advice Bureau or Competition and Markets Authority.

19. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions remain in full force and effect.

20. Entire Agreement

These Terms, together with our EULA, Privacy Policy, Cookie Policy, Return & Refund Policy, and Website Disclaimer, constitute the entire agreement between you and La Marz & Co regarding the subject matter herein and supersede all prior agreements or understandings.

21. Contact

For all enquiries relating to these Terms: whop.com/la-marz-co | lamarzco.com

We aim to respond to all enquiries within 48 business hours.