

END USER LICENSE AGREEMENT (EULA)

Effective Date: 11/07/2025

Website: www.thefractalwave.com

Company: The Fractal Wave (“Company”, “we”, “us”)

By accessing, purchasing, or using services offered by The Fractal Wave through this website or associated platforms (including Discord, Whop, Slack, Stripe, and email communications), you (“Client”, “User”) agree to the following terms:

1. SCOPE OF LICENSE

This EULA governs your use of:

- **The Fractal Wave:** A community-based educational platform offering access to trading resources and discussion without private coaching.
- **The Fractal Elite:** A private, mentorship-based program offering one-on-one coaching, private sessions, and tailored support.

Upon subscription or purchase, you are granted a limited, non-exclusive, non-transferable license to use the content and services included in your chosen plan. Access to these services begins immediately upon payment.

SECTION A: The Fractal Wave (Community Access Only)

A.1. Content & Services

- Access to the Discord community (rules apply).
- Access to training materials via Whop.
- No private mentorship or coaching sessions included.

A.2. Subscription Terms

- **Lifetime Access is the default and preferred membership model.** Lifetime clients receive full access to all educational content, updates, and Discord access with a one-time payment.
- **Monthly subscriptions may be accepted under specific conditions or promotional offers,** and such access is subject to separate written agreement or contract.
- All subscription plans are **non-refundable**. Once payment is made, access is immediately granted, and the service is considered rendered.
- Subscriptions auto-renew each month unless canceled before the renewal date. No refunds will be issued for forgetting to cancel.

A.3. Cancellation

- You may cancel at any time via Whop or by contacting support (Instagram @koshkahfx, Discord @koshkahfx, or email: koshkahfx@thefractalwave.com).
- Cancellations must be made at least **48 hours before** the renewal date to ensure processing.

A.4. Refund Requests

- Before requesting a refund, you **must first contact the Company to discuss the situation and attempt to find a fair solution.**
- We prioritize open communication and in most cases, we can find a way to resolve your concerns in a way that satisfies both sides.
- If no effort has been made to communicate before initiating a refund or dispute, your refund will not be accepted.

A.5. Community Guidelines

- Users must follow Discord rules and maintain respectful behavior.
- Violations, including spam, offensive content, or unauthorized sharing of materials, may result in suspension or termination without refund.

SECTION B: The Fractal Elite (1-on-1 Mentorship)

B.1. Included Services

- Private 1-1 coaching sessions.
- Personalized homework assignments.
- Priority support via Slack.
- Live trading sessions and SMC strategy education.
- Lifetime access to all trading courses and materials.

B.2. Payment Terms

- The program can be paid **in full** or through an **approved monthly installment plan.**
- If you select a payment plan, you are committing to complete all payments as agreed. Missing a payment without notice may lead to:
 - Immediate suspension from the program.
 - Loss of access to course materials, Slack, and mentorship.
 - Collection follow-ups or legal recourse, if necessary (we always aim to resolve this respectfully and privately first).

B.3. Refund Policy

- **No refunds will be issued** for the 1-on-1 mentorship program once access is granted. This applies to both full and partial payments.
- Due to the nature of the services (immediate access to all proprietary material and private coaching), the service is considered fully delivered once onboarding is complete.
- If you have concerns, please reach out directly. **We are committed to working with each client to resolve any issues.** Refund requests without any prior communication or effort to find a solution will not be accepted.

B.4. Client Responsibilities

- Attend all sessions punctually; cancellations require **at least 30 minutes' notice**.
- Communicate respectfully with mentors and staff.
- Stay engaged in assigned homework and session follow-ups.
- Check Slack regularly for updates or feedback.

B.5. Termination

- The Company reserves the right to terminate your participation if you:
 - Miss scheduled payments without communication.
 - Repeatedly miss or cancel sessions without notice.
 - Display disrespectful or abusive behavior toward staff or the program.
- Terminated clients forfeit access and are not eligible for refunds.
- Either party may initiate termination with **24-hour written notice**.

B.6. Confidentiality & Intellectual Property

- All course materials, strategies, coaching content, and communication are confidential.
- You agree not to share, publish, or replicate any materials outside of your personal learning experience.
- Violating confidentiality may result in removal from the program and possible legal follow-up.

3. LIMITATION OF LIABILITY

The Fractal Wave is not responsible for any financial losses, missed profits, or incidental damages resulting from the use of its content or services. All trading decisions are made at your own risk.

The Company makes **no guarantees of income or profitability**. Trading inherently carries risk, and results may vary.

4. INTELLECTUAL PROPERTY RIGHTS

All content (including text, images, videos, course materials, trading strategies, and branding) is the intellectual property of The Fractal Wave. Unauthorized reproduction, resale, or distribution is strictly prohibited.

5. PRIVACY & DATA

We collect and store personal and transaction data as described in our Privacy Policy. You agree to this collection by using our website or services. We do not sell or share your information except with trusted third-party partners (e.g., payment processors).

6. DISPUTE RESOLUTION

All disputes are governed under the laws of Quebec, Canada. For international clients, disputes may be handled via international arbitration. The decision of the arbitrator will be final.

7. TERMINATION OF LICENSE

We reserve the right to terminate or suspend your access for violations of this EULA or related agreements. You will not be entitled to any refund if your access is revoked due to a breach.

8. ENTIRE AGREEMENT

This EULA, along with our Terms of Service and Privacy Policy, constitutes the entire agreement between you and The Fractal Wave.

9. CONTACT

If you have any questions about this EULA, please contact us:

- Email: koshkahfx@thefractalwave.com
- Instagram: @koshkahfx
- Discord: @koshkahfx

By proceeding with your purchase or subscription, you acknowledge that you have read, understood, and agreed to this EULA in full.