

# Terms of Service

Rules governing free and paid access across the Provider's educational ecosystem.

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| <b>Provider</b>       | Kendrick Debono   |
| <b>Effective date</b> | 30 August 2026    |
| <b>Contact</b>        | symmful@gmail.com |

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## 1. Parties and acceptance

These Terms of Service (the **Terms**) form a binding agreement between you and **Kendrick Debono**, established at 41, Triq it-Torri, Msida MSD 1827, Malta (the **Provider, we, us or our**).

The Provider operates and supplies services using the names Kendrick, Kendrick Trades, Symmful, Symmful Trades, Premium, Playbook, Scalper's Code and Scalper's Code Playbook, together with related channels, communities, pages and future names notified as being operated by the Provider (collectively, the **Brand Names**). The Brand Names identify the Services; they are not separate contracting entities.

By purchasing, subscribing to, accessing or using any Service, creating an account, joining a connected community, or clicking an acceptance control, you confirm that you have read and agree to these Terms and the documents incorporated into them. If you do not agree, do not purchase or use the Services.

## 2. Definitions and scope

**Services** means all content, products, memberships and activities supplied by or for the Provider under a Brand Name, including free and paid Discord access, premium communities, courses and 4K course videos, playbooks, written materials, recordings, live community sessions, mentorship or coaching sessions, educational market commentary, trade examples, events, direct messages sent in an official capacity, downloads and connected Whop, Discord, Zoom, email, website or other platform experiences.

**Content** means videos, audio, text, graphics, templates, methods, recordings, streams, messages, trade examples, data and other materials made available through the Services. **Member** or **you** means any visitor, purchaser, subscriber, attendee or user of the Services.

## 3. Eligibility and accounts

You must be at least 18 years old and legally capable of entering a contract. Minors are prohibited even with parental permission. You confirm that the information you provide is accurate and that using the Services is lawful where you live.

Your account and access credentials are personal to you. You must protect them, promptly report unauthorized access, and may not share, sell, transfer or allow another person to use your membership. You are responsible for activity occurring through your account except to the extent caused by our failure to use reasonable security.

## 4. Nature of the Services

The Services are educational and community products. Their scope, format, presenters, schedule and included features may vary by plan and may evolve. Free access may contain fewer features and may be changed or withdrawn. Paid access is limited to the plan and purchase description shown at checkout.

Descriptions, examples, testimonials and promotional materials explain the intended experience but do not promise any particular financial, trading, educational or personal result.

## 5. Educational purpose and no financial advice

**IMPORTANT: NOTHING IN THE SERVICES IS INVESTMENT ADVICE, A PERSONAL RECOMMENDATION, PORTFOLIO MANAGEMENT, SIGNAL EXECUTION, OR A GUARANTEE OF PROFIT.**

All Content is provided solely for general educational and informational purposes. It is not tailored to your financial situation, objectives, knowledge, experience, risk tolerance or jurisdiction. References to instruments, prices, entries, exits, strategies, risk levels or market views are illustrations of concepts and must not be treated as instructions to transact.

The Provider, mentors, moderators, administrators, guests and contractors do not act as your financial adviser, investment manager, broker, fiduciary, tax adviser or legal adviser through the Services. You must make your own decisions and, where appropriate, obtain advice from an independently authorised professional.

## 6. Trading and financial risk

**Trading and investing can result in rapid and substantial losses, including the loss of all capital and, where leverage or margin is used, losses beyond the initial amount committed.**

Markets are volatile and uncertain. Past performance, screenshots, hypothetical examples, back-tests, simulated results and member outcomes do not predict future results. Execution, liquidity, spreads, slippage, fees, leverage, technology failures, taxes and personal behaviour may materially affect outcomes.

You alone decide whether, when and how to trade or invest. You are solely responsible for performing due diligence, selecting a regulated intermediary, understanding each product, complying with law and tax obligations, and using only money you can afford to lose. No statement creates a warranty or guarantee of accuracy, timeliness, profit or loss avoidance.

## 7. Memberships, pricing and payment

Prices, billing frequency, currency, taxes and included access are displayed at checkout. You authorise Whop and its payment providers to charge the selected payment method. Unless the checkout expressly states otherwise, charges are due in advance.

You are responsible for applicable taxes other than taxes imposed on our income. We may correct genuine pricing errors before providing access and will offer cancellation and reimbursement if you do not accept the corrected price.

## 8. Subscriptions and cancellation

A recurring subscription renews automatically at the interval and price disclosed at checkout until cancelled. You authorise each renewal charge. You may cancel future renewals using the account or platform controls, or by contacting us. Cancellation stops subsequent billing but ordinarily does not retroactively refund the current paid period.

We will give legally required notice of material price changes. If a renewal payment fails, access may be restricted while reasonable re-attempts are made. Your statutory rights remain unaffected.

## 9. Digital content and withdrawal rights

Where you purchase digital content not supplied on a tangible medium or request immediate performance of a digital service, we may ask for your prior express consent to begin supply during any statutory withdrawal period and your acknowledgement that applicable withdrawal rights may be lost once supply begins or performance is completed.

Any statement that a purchase is non-refundable is subject to mandatory consumer law, including rights relating to defective, misdescribed or non-conforming digital content or services. The separate Refund, Cancellation and Digital Content Policy forms part of these Terms.

## 10. Live sessions and mentorship

Live sessions, winner sessions, community streams, calls and mentorship are educational discussions, not personalised regulated advice. Questions may be answered generally; a response does not mean we have assessed its suitability for you.

Times, hosts and formats may change for reasonable operational reasons. A session may be rescheduled, replaced with a recording or equivalent session, or cancelled. Unless a purchase description guarantees individual attention, attendance does not create a right to one-to-one time, a particular mentor or a particular trading outcome.

You must not disclose another participant's personal information, record a session without permission, or present educational discussion as a recommendation made for you.

## **11. Community rules and moderation**

We aim to maintain a professional, safe learning community. We may use proportionate moderation to protect members, the Services and third parties.

- Do not harass, threaten, discriminate against, impersonate, exploit or dox another person.
- Do not post unlawful, deceptive, defamatory, infringing, malicious or sexually exploitative material.
- Do not spam, scrape, solicit members, promote competing services without permission, or manipulate engagement.
- Do not share credentials, bypass access controls, redistribute Content, facilitate piracy or remove watermarks.
- Do not falsely claim to represent the Provider or give regulated advice on our behalf.
- Follow reasonable moderator instructions and the rules displayed in each connected platform.

## **12. Intellectual property and permitted use**

The Provider and applicable licensors retain all rights in the Services, Content, Brand Names, course structure and associated intellectual property. Purchase grants only a limited, personal, non-exclusive, non-transferable, revocable licence to access the purchased Content for your own non-commercial education during the applicable access period.

You may not copy, download except through an authorised feature, screen-record, reproduce, publish, transmit, sell, sublicense, translate for distribution, create derivative commercial materials, train an AI system on, scrape, publicly perform, share or otherwise exploit Content without prior written permission. You may not remove, obscure or evade watermarks, rights notices, access controls or security measures.

We may use visible, forensic or account-linked watermarks and access logs to deter and investigate unauthorised distribution. A watermark may include an account identifier or other appropriately limited identifier described in the Privacy Notice. Suspected infringement may result in preservation of evidence, suspension and lawful enforcement.

## **13. User content and communications**

You retain ownership of material you submit. By posting material in community areas, you grant the Provider a worldwide, non-exclusive, royalty-free licence to host, store, reproduce and display it solely as reasonably necessary to operate, moderate, secure and improve the Services. This licence ends when the material is deleted, subject to backups, legal retention and material incorporated into an existing conversation.

You confirm that you have the rights needed to submit the material. Feedback and suggestions may be used without restriction or payment, but we will not publicly attribute them to you without permission.

## **14. Recordings, publicity and privacy**

We will notify attendees when an official session is being recorded. If you speak, enable video, share your screen or post in a recorded area after notice, your contribution may appear in the recording. Where consent is required, we will request it. You may participate using chat, keep your camera off, or contact us about reasonable alternatives.

Recordings are used to deliver replays, administer the community, document incidents and improve Content as described in the Privacy Notice. We will not use your name, image or testimonial in external advertising without a valid legal basis and any consent required by law.

## **15. Third-party services**

Whop, Discord, Zoom, payment processors, email providers and linked brokers or websites are independent third-party services governed by their own terms and privacy practices. We do not control their availability, security or decisions. A third-party outage does not automatically entitle you to a refund where we provide a reasonable alternative, but mandatory rights remain unaffected.

Links are supplied for convenience and are not endorsements. You are responsible for reviewing the terms, fees, regulatory status and risks of any third party you choose to use.

## **16. Availability and changes**

We may update, replace or discontinue features for security, legal, technical or commercial reasons. We will not materially deprive paid members of the core benefit of a current paid period without a reasonable substitute, extension or remedy required by law.

We do not promise uninterrupted or error-free access. Maintenance, internet failures, platform action, emergencies and events beyond reasonable control may affect delivery.

## **17. Suspension and termination**

We may warn, restrict, suspend or terminate access where reasonably justified, including material or repeated breach, non-payment, fraud, chargeback abuse, threats, security risk, piracy or legal necessity. Urgent action may be immediate; otherwise we may provide notice and an opportunity to respond where appropriate.

A termination for your material breach does not create a right to a refund except where mandatory law requires one. If we permanently discontinue a paid Service without a reasonable substitute, we will provide any proportionate remedy required by applicable law. Clauses intended by nature to survive termination, including intellectual-property, liability and dispute provisions, will survive.

## **18. Disclaimers**

To the fullest extent permitted by law, the Services are supplied on an “as available” basis. We do not warrant that Content is complete, error-free, continuously available, suitable for your individual needs, or capable of producing any financial outcome. Nothing excludes warranties or remedies that cannot lawfully be excluded, including conformity obligations applying to consumer digital content and services.

## **19. Limitation of liability**

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, wilful misconduct, death or personal injury caused by negligence, breach of obligations that cannot be excluded, or any other liability that applicable law does not permit us to exclude or limit.

Subject to the previous sentence and to the fullest extent permitted by law, the Provider is not liable for trading or investment losses, loss of profit, revenue, opportunity, goodwill or data, or indirect or consequential loss arising from reliance on educational Content, member conduct, third-party platforms or events outside reasonable control.

Where liability may lawfully be limited, aggregate liability arising from a paid Service will not exceed the amount you paid the Provider for that Service during the twelve months preceding the event giving rise to the claim. This cap does not restrict a remedy that mandatory consumer law requires.

## 20. Indemnity

To the extent permitted by law, you will reimburse reasonable losses, liabilities and costs arising directly from your unlawful conduct, infringement of third-party rights, unauthorised redistribution of Content, or material breach of these Terms. This obligation does not apply to losses caused by the Provider and will be interpreted proportionately; we must take reasonable steps to mitigate loss and allow you reasonable participation in the defence of a third-party claim.

## 21. Governing law and disputes

These Terms and non-contractual obligations connected with them are governed by Maltese law. If you are a consumer habitually resident in another country, this choice does not deprive you of mandatory protections that apply under the law of that country.

Before filing a claim, each party should send written details and allow 30 days for a good-faith attempt to resolve it, unless urgent relief or a statutory deadline requires earlier action. Subject to mandatory consumer-jurisdiction rules, the courts of Malta have exclusive jurisdiction. An EU consumer may have the right to bring or defend proceedings in the courts permitted by mandatory jurisdiction law. Nothing prevents either party from seeking urgent relief for misuse of intellectual property or security threats.

## 22. Changes to these Terms

We may amend these Terms for legal, security, operational or product reasons. The version displayed with its effective date applies prospectively. We will give reasonable advance notice of a material adverse change affecting an active paid subscription and any cancellation right required by law. Continued use after the effective date constitutes acceptance where legally valid; otherwise we will request renewed acceptance.

## 23. Assignment and business transition

You may not transfer your membership or rights without written permission. The Provider may transfer the operation of the Services, associated intellectual property and these Terms to a company owned or controlled by the Provider, or to another lawful successor, as part of a genuine business reorganisation or transfer. We will provide notice where required, ensure the transfer does not reduce mandatory rights, and remain responsible where applicable law does not permit release without consent.

## 24. General provisions

These Terms, the applicable checkout description, Privacy Notice, Refund, Cancellation and Digital Content Policy, and EULA constitute the agreement for the Services. If they conflict, mandatory law prevails, then the specific checkout description, then these Terms, then the other policies.

If a provision is invalid or unenforceable, it will be limited to the minimum extent necessary and the remainder continues. A delay in enforcement is not a waiver. Headings aid navigation only. No person other than the parties has enforcement rights except a lawful successor or a Provider party expressly protected by a limitation or release. Electronic communications and acceptance may be used to form and evidence this agreement.

## 25. Contact

Questions, complaints and legal notices may be sent to **[symmful@gmail.com](mailto:symmful@gmail.com)** or by post to **41, Triq it-Torri, Msida MSD 1827, Malta**. Please include the account email and enough detail for us to investigate.