THE ALPHA CLUB INC.

TERMS OF SERVICE

Effective Date: April 11, 2026 | Last Updated: November 20, 2026

1. Company Information

These Terms of Service (“Terms”) are a legally binding agreement between you (“Member,” “User,” or “you”) and The Alpha Club Inc., a British Columbia corporation (Corp. No. BC1549628), with its head office at 112 – 970 Burrard Street, Vancouver, BC, Canada, V6Z 2R4, operating under the direction of Matt Wayne. Contact: mattwayneconcepts@gmail.com or 778-288-3596.

By accessing, purchasing, subscribing to, or participating in any service provided by The Alpha Club Inc., you agree to be bound by these Terms. If you do not agree, you must not access or use our services.

2. Scope and Document Hierarchy

These Terms govern your use of all products and services offered by The Alpha Club Inc. through the Whop platform, including the Alpha Club Elite membership, the Elite Course, and community access.

These Terms operate alongside the following documents, which are incorporated by reference: the End User License Agreement (EULA), the Privacy Policy, the Refund and Return Policy, and the Earnings & Results Disclaimer.

If you have signed a separate Private Mentorship Agreement with the Company, that signed Agreement supersedes these Terms to the extent of any inconsistency and is the controlling document for the Private Mentorship program.

3. Eligibility

You must have reached the age of majority in your jurisdiction of residence (19 in British Columbia, 18 in most US states) to use our services. By using our services, you represent that you meet this requirement and are legally able to enter into a binding agreement.

You are solely responsible for determining whether your use of our services complies with applicable laws in your jurisdiction.

You represent and warrant that you are not located in, and are not a citizen or resident of, any country or territory subject to comprehensive economic sanctions, and that you are not a person or entity with whom dealings are prohibited under applicable sanctions or export-control laws, including those administered by Canada, the United States, the United Nations, or the European Union.

4. Services

The Alpha Club Inc. offers the following services through the Whop platform:

- Alpha Club Elite Membership: A recurring subscription (at the price and billing frequency shown at checkout) that includes access to the Elite Course, the Alpha Club Elite Discord community, educational market commentary and analysis, live group sessions, and community support.
- Private Mentorship: A 12-week private mentorship program with Matt Wayne, governed by a separate signed Mentorship Agreement.

The Company reserves the right to modify, update, or discontinue any service or feature at any time. If a material change significantly reduces the value of an active subscription, the Company will provide at least 30 days notice.

5. Education, Risk, and No Advice

All content, materials, courses, commentary, wallet tracking lists, live sessions, and communications provided by The Alpha Club Inc. are for educational and informational purposes only. By using our services, you acknowledge and agree that:

- The Company does not provide personalized investment advice, financial planning, tax advice, brokerage services, or specific instructions to buy, sell, or hold any asset. The Company is not a registered broker-dealer, investment advisor, or fiduciary in any jurisdiction.
- All trading decisions are made independently and voluntarily by you. You are solely responsible for your own trading outcomes and for any tax obligations arising from your trading activity.
- Commentary shared by the Company or by community members is educational only and reflects personal opinion. It is not a trade instruction or a personalized recommendation. Community contributors are not employees of the Company and are not licensed investment advisors.
- Cryptocurrency and memecoin trading is highly volatile and speculative. You may lose all capital invested. Do not use funds you cannot afford to lose.
- Results, testimonials, and case studies reflect individual experiences and are not typical. Most traders lose money. Past performance is not indicative of future results. See our Earnings & Results Disclaimer.
- The Company may earn referral fees from some of the tools it recommends, including through the links it provides. You are not required to use them.

The Company does not guarantee any level of income, profitability, or financial outcome from use of its services. The services are provided “as is,” and the Company disclaims all implied warranties to the maximum extent permitted by applicable law.

6. Subscriptions, Payment, and Auto-Renewal

6.1 Billing

All payments are processed through Whop, which acts as our Merchant of Record, and its third-party payment processors. By subscribing, you agree to Whop’s terms and payment processing terms. All prices are in USD unless otherwise stated, and the applicable price and billing frequency are disclosed at the time of purchase.

6.2 Auto-Renewal

Subscriptions automatically renew at the end of each billing cycle at the then-current rate until you cancel. If the price changes, the Company will notify you by email or through the Whop platform at least 30 days before, and you may cancel first. You authorize recurring billing when you subscribe. Your renewal date and price are available in your Whop account, and where required by applicable law you will receive renewal reminders. You may cancel at any time as described in Section 6.4.

6.3 Free Trials

The Company may offer free trials at its discretion. Free trials convert to paid subscriptions at the standard rate unless cancelled before the trial expires.

6.4 Cancellation

You may cancel your subscription at any time through the Whop platform. To cancel, log into your Whop account, navigate to your subscription settings, and select cancel. Cancellation is effective immediately for future billing — no further charges will be applied. You retain access until the end of your current paid billing period. No retroactive refunds are issued for partial billing periods, except as set out in the Refund and Return Policy. In accordance with the Business Practices and Consumer Protection Act (British Columbia), subscriptions with renewal terms of less than 60 days may be cancelled at any time without charge or penalty.

6.5 Payment Failure

If a scheduled payment fails, access may be suspended until payment is successfully processed.

6.6 Your Account

You are responsible for providing accurate registration information, for keeping your account credentials confidential, and for all activity under your account. Accounts are personal to you and may not be shared. You consent to receive communications from the Company, and to enter into agreements with the Company, electronically, and you agree that your electronic acceptance of these Terms and related documents has the same legal effect as a handwritten signature.

7. Refunds

Refunds and cancellations are governed by our Refund and Return Policy, which is incorporated into these Terms by reference. The Private Mentorship program has its own refund and guarantee terms, set out in the signed Mentorship Agreement.

8. Community Conduct

By participating in The Alpha Club community (including Discord, voice chat, and any other platform), you agree to:

- Treat the Company, its staff, contributors, and other members with respect. No harassment, bullying, threats, or discrimination.
- Not spam, solicit, or promote competing services, products, or communities.
- Not share, redistribute, record, screenshot, or reproduce any proprietary content, commentary, or course materials, except for copies the course tells you to make for your own use.
- Not impersonate anyone or abuse any platform feature, tool, or community resource.
- Comply with Discord's Terms of Service and Community Guidelines.

Violation of these rules may result in immediate termination of access without refund for the current billing period, subject to applicable statutory rights. The Company may record group sessions, voice chat sessions, and community events for quality assurance, education, and dispute resolution. Recording is disclosed at the time you join these sessions, and by participating you consent to such recording.

Nothing in these Terms restricts your ability to post honest reviews of our services or to communicate with any government agency, regulatory body, or law enforcement agency.

9. Intellectual Property

All strategies, systems, course content, video materials, trading frameworks, branding, and other proprietary materials are the exclusive intellectual property of The Alpha Club Inc. and Matt Wayne. Your subscription grants you a personal, non-exclusive, non-transferable license, revocable if you breach these Terms, to access and use the materials for your own personal educational use, as set out in the EULA. You may not copy, share, sell, or distribute the materials to anyone, except for copies the course tells you to make for your own use.

10. User-Generated Content

Members may post messages, screenshots, and other content in the community. The Company is not responsible for content posted by other members and does not endorse or verify it. The Company may remove any content that violates these Terms. By posting content in the community, you grant the Company a non-exclusive, royalty-free right to use, display, and moderate that content within the platform.

11. Third-Party Platforms

The Company's services are delivered through third-party platforms, including Whop, Discord, Google, blockchain networks, cryptocurrency exchanges, wallets, trading apps, and trading terminals. The Company is not responsible for outages, security breaches, data loss, changes, or errors on any third-party platform or blockchain. Your use of each platform is subject to its own terms and privacy policy.

12. Limitation of Liability

To the maximum extent permitted by applicable law:

- The Company's total liability under these Terms shall not exceed the total amount paid by you to the Company in the twelve (12) months preceding the event giving rise to the claim.
- The Company is not liable for any trading losses, financial losses, lost profits, loss of opportunity, or damages of any kind incurred by you as a result of using our services, applying the strategies or information taught, or following educational commentary shared in the community.
- The Company is not liable for any loss of data, interruption of service, or technical issues caused by third-party platforms.
- The Company is not liable for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or related to these Terms or the services, regardless of the theory of liability.

Nothing in this section is intended to limit or exclude liability that cannot be limited or excluded under applicable law.

13. Indemnification

You agree to indemnify, defend, and hold harmless The Alpha Club Inc., Matt Wayne, and their respective officers, directors, employees, agents, contractors, and affiliates from and against any claim brought by a third party, and the damages, losses, liabilities, costs, and expenses (including reasonable legal fees) that result from it, arising out of: (a) your breach of these Terms; (b) your violation of any applicable law or regulation; or (c) your use of the services. This section does not apply to any right you have under consumer protection law.

14. Disputes and Governing Law

We ask you to contact the Company first so we can try to resolve any dispute directly. This step is voluntary and does not stop either party from going to a court or tribunal at any time.

Either party may pursue resolution through the courts or tribunals of British Columbia, Canada. This does not take away any right you have to bring a claim in your home jurisdiction.

These Terms are governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. You acknowledge that the Company is based in British Columbia and that this choice of law reflects a genuine connection to the jurisdiction.

15. Termination

The Company may terminate or suspend your access to any or all services, without prior notice, for any of the following reasons: violation of these Terms or any related policy; violation of the community conduct rules (Section 8); unauthorized sharing, recording, or redistribution of proprietary content; harassment or misconduct; or payment failure or chargeback abuse. Upon termination for cause, no refund will be issued for the current billing period, and cancellation of future billing will be processed automatically.

16. Privacy

Our collection, use, and protection of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference. By using our services, you consent to the practices described in the Privacy Policy.

17. Changes to These Terms

The Company may update these Terms from time to time. For material changes, the Company will notify you by email or through the Whop platform at least 30 days before they take effect, and you may cancel your subscription before then. Non-material changes (such as formatting, clarifications, or corrections that do not alter your rights or obligations) may be made at any time without advance notice.

18. General Provisions

18.1 Consumer Protection and Statutory Rights

Nothing in these Terms is intended to limit, exclude, or waive any rights, benefits, or protections you may have under applicable consumer protection legislation, including the Business Practices and Consumer Protection Act (British Columbia) or the consumer protection laws of your home jurisdiction. Where any term of these Terms conflicts with a mandatory consumer protection right, the consumer protection right shall prevail. Nothing in these Terms restricts your ability to file a complaint with or provide information to any government agency, including the Federal Trade Commission, Consumer Protection BC, or the Competition Bureau of Canada.

18.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18.3 Entire Agreement

These Terms, together with the EULA, Privacy Policy, Refund and Return Policy, and Earnings & Results Disclaimer, constitute the entire agreement between you and The Alpha Club Inc. regarding the services described herein. For Members enrolled in the Private Mentorship, the signed Mentorship Agreement supersedes these Terms to the extent of any inconsistency.

18.4 Assignment

You may not assign or transfer your rights or obligations under these Terms without the prior written consent of the Company. The Company may assign these Terms to a successor entity in the event of a merger, acquisition, or sale of substantially all of its assets.

18.5 Survival

Sections 5 (Education, Risk, and No Advice), 9 (Intellectual Property), 12 (Limitation of Liability), 13 (Indemnification), 14 (Disputes and Governing Law), and 18.1 (Statutory Rights) survive the termination of your account or these Terms.

18.6 Notices

The Company may provide notices to you by email to the address associated with your account or through the Whop platform; such notices are deemed received when sent. You may contact the Company at mattwayneconcepts@gmail.com or 778-288-3596.