

# THE ALPHA CLUB INC.

## TERMS OF SERVICE

Effective Date: April 11, 2026 | Last Updated: May 31, 2026

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### 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.

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 but not limited to the Alpha Club Elite membership, the Elite Course, community access, and any tools or resources made available through the platform.

These Terms operate alongside the following documents, which are incorporated by reference:

- **End User License Agreement (EULA)** — governs the use of licensed digital materials.
- **Privacy Policy** — governs the collection and use of personal information.
- **Refund and Return Policy** — governs cancellations and refunds.
- **Earnings & Results Disclaimer** — governs earnings, results, and testimonial claims in our marketing.

If you have signed a separate Private Mentorship Agreement with the Company, the terms of that signed Agreement supersede these Terms to the extent of any inconsistency. The Mentorship Agreement is the controlling document for all matters related to 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 must be legally permitted to participate in cryptocurrency-related educational services within your jurisdiction. You are solely responsible for determining whether your use of our services complies with applicable laws in your jurisdiction.

**Our services are not offered or directed to persons located in the United Kingdom, and UK residents are not eligible to purchase or use our services.**

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 from experienced community members, group trading sessions, High Volume Friday sessions, daily voice-chat market discussion, and ongoing community support.
- **Private Mentorship:** A 12-week private mentorship program with Matt Wayne, governed by a separate signed Mentorship Agreement. The Private Mentorship is not governed by these Terms except where these Terms address matters not covered by the 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. Educational Disclaimer and Risk Acknowledgment

All content, materials, courses, educational commentary, market analysis, wallet tracking lists, live sessions, and communications provided by The Alpha Club Inc. are strictly for educational and informational purposes. By using our services, you acknowledge and agree to all of the following:

- 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. You should consult a qualified financial advisor before making any trading or investment decisions.
- Educational commentary, analysis, market discussion, wallet tracking data, and live sessions shared by the Company or community members are informational and educational only. They do not constitute trade instructions, personalized recommendations, or an endorsement of any specific trade. No fiduciary relationship is created.
- Cryptocurrency and memecoin trading is highly volatile and speculative. You may lose all capital invested. Risks include market volatility, liquidity events, smart contract vulnerabilities, rug pulls, exchange failures, regulatory actions, cybersecurity risks, irreversible blockchain transactions, and loss of private keys.
- Past performance of the Company, its community members, its students, or any system or strategy is not indicative of future results. Any results, testimonials, or case studies shown in marketing materials reflect individual experiences and are not typical. The majority of people who purchase trading education do not achieve the results shown, and most traders lose money.
- Paper trading and simulated results do not involve financial risk and do not represent actual trading performance.
- You are not using funds you cannot afford to lose, and you are solely responsible for any tax obligations arising from your trading activity.

- Educational commentary shared by community members reflects their personal opinions. Community contributors are not employees of the Company, are not licensed investment advisors, and their commentary does not constitute professional or personalized advice.

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 makes no representations or warranties regarding the effectiveness of any system or service for any particular individual and disclaims all implied warranties to the maximum extent permitted by applicable law.

You are not relying on any testimonial, case study, marketing material, income claim, or result shown by the Company or any member as a basis for purchasing or subscribing to any service.

## **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. 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. Trial availability, duration, and eligibility are determined solely by the Company.

### **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. 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. The Company is not responsible for any loss of access or data resulting from payment failure.

### **6.6 Your Account**

You are responsible for providing accurate and current registration information, for maintaining the confidentiality of your account credentials, and for all activity that occurs under your account. Accounts are personal to you and may not be shared with or used by any other person. You agree to notify the Company promptly of any unauthorized use of your account. 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

Refund eligibility is governed by our Refund and Return Policy, which is incorporated into these Terms by reference. Outside of any applicable statutory cancellation rights and verified billing errors, all sales are final, and no refunds will be issued for change of mind or general dissatisfaction.

The Private Mentorship program has its own refund and guarantee terms, set out in the signed Mentorship Agreement.

The Company acknowledges that you may have cancellation and refund rights under the consumer protection laws of your jurisdiction, including the Business Practices and Consumer Protection Act (British Columbia). Nothing in these Terms is intended to limit or override those statutory rights. In all cases, you agree to contact the Company directly before initiating a chargeback or payment dispute through any payment processor. The Company commits to resolving all refund requests in good faith within 30 days.

## 8. Community Conduct

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

- Maintain respectful, professional conduct in all interactions with the Company, its staff, contributors, and other members.
- Not harass, bully, threaten, or engage in discriminatory behavior toward any member.
- Not spam, solicit, or promote competing services, products, or communities.
- Not share, redistribute, record, screenshot, or reproduce any proprietary content, educational commentary, filter settings, wallet lists, or course materials.
- Not impersonate any member, contributor, or staff member.
- Not manipulate, exploit, or abuse any platform feature, tool, or community resource.
- Comply with Discord's Terms of Service and Community Guidelines at all times.

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 and educational purposes. Recording is disclosed at the time you join these sessions, and by participating you consent to such recording. Nothing in this section 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, methodologies, filter configurations, tracker lists, community content, branding, and 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, revocable license to access and use the materials for your own personal educational use only, as further described in the EULA.

This license does not constitute a sale or transfer of ownership. You may not copy, reproduce, distribute, sell, license, sublicense, share, upload, record, screenshot, or make available any materials to any third party by any means, including sharing in Discord servers, Telegram groups, social media, file-sharing platforms, or with friends and family. Unauthorized reproduction, resale, distribution, or public display of any materials is strictly prohibited and may result in immediate termination of access and legal action.

## 10. User-Generated Content

Members may post messages, share screenshots, discuss trades, and contribute content in the community. You acknowledge that:

- The Company is not responsible for any content posted by other members.
- The Company does not endorse, verify, or guarantee the accuracy of commentary, results, or opinions shared by other members.
- The Company reserves the right to remove any content that violates these Terms or community rules without notice.
- By posting content in the community, you grant the Company a non-exclusive, royalty-free right to use, display, and moderate your content within the platform.

## 11. Third-Party Platforms

The Company's services are delivered through third-party platforms including but not limited to Whop, Discord, Google, blockchain networks, cryptocurrency exchanges, wallets, and trading terminals. The Company is not responsible for:

- Outages, disruptions, or downtime of any third-party platform.
- Security breaches, data loss, or unauthorized access caused by third-party platforms.
- Changes to third-party terms of service, pricing, or availability.
- Failures or errors in blockchain transactions, smart contracts, or decentralized applications.

Each third-party platform operates under its own terms of service and privacy policy. Your use of those platforms is subject to their respective terms.

## 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 and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your trading activities, including any financial losses incurred; (b) your breach of these Terms; (c) your violation of any applicable law or regulation; (d) your regulatory non-compliance or tax obligations; and (e) any claim by a third party arising from your use of the services.

### **14. Dispute Resolution and Arbitration**

**Please read this section carefully. It requires disputes to be resolved by individual arbitration and waives your right to participate in a class action, except as set out below and to the extent permitted by applicable law.**

#### **14.1 Informal Resolution**

In the event of a dispute, the parties shall first attempt to resolve it through direct communication. If the dispute cannot be resolved within 30 days, it shall proceed as set out below.

#### **14.2 Binding Arbitration**

Except for the carve-outs in Section 14.4, any dispute, claim, or controversy arising out of or relating to these Terms or the services shall be resolved by final and binding arbitration administered by the Vancouver International Arbitration Centre (VanIAC) under its applicable rules, before a single arbitrator, seated in Vancouver, British Columbia, and conducted in English. Judgment on the award may be entered in any court of competent jurisdiction.

#### **14.3 Class-Action Waiver**

To the maximum extent permitted by applicable law, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. The arbitrator may not consolidate more than one person's claims or preside over any form of class or representative proceeding.

#### **14.4 Carve-Outs**

Nothing in this Section prevents either party from (a) bringing an individual claim in small-claims court for disputes within that court's jurisdiction, or (b) seeking injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information.

#### **14.5 Limitations and Consumer Rights**

This Section applies only to the extent permitted by applicable law. If the class-action waiver is found unenforceable as to a particular claim, that claim shall proceed in court, but the remainder of this Section shall continue to apply. Nothing in this Section limits, excludes, or waives any mandatory consumer-protection rights you may have under the laws of your home jurisdiction, including any right to access courts or regulatory bodies that cannot be waived.

#### **14.6 Governing Law**

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 reserves the right to terminate or suspend your access to any or all services at any time, without prior notice, for any of the following reasons: violation of these Terms or any related policy; violation of community conduct rules (Section 8); unauthorized sharing, recording, or redistribution of proprietary content; harassment, misconduct, or disruptive behavior; payment failure or chargeback abuse; or any other conduct that the Company reasonably determines is harmful to the community or the Company's interests. Upon termination for cause, no refund will be issued for the current billing period, and cancellation of future billing will be processed automatically.

## **16. Force Majeure**

The Company is not liable for any failure or delay in performing its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to illness, natural disasters, pandemics, platform outages, internet disruptions, government actions, cyberattacks, blockchain failures, regulatory changes, or other events of force majeure. In the event that an essential third-party platform permanently discontinues service, the Company will make reasonable efforts to migrate service delivery to alternative platforms within 30 days. Such migration does not constitute a breach of these Terms.

## **17. 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.

## **18. Modifications to These Terms**

The Company may update these Terms from time to time. Material changes will be communicated by posting updated Terms on the platform at least 30 days before they take effect. Your continued use of the services after the notice period constitutes acceptance of the updated Terms. 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.

## **19. General Provisions**

### **19.1 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.

### **19.2 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.

### **19.3 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.

### **19.4 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.

### **19.5 Waiver**

The failure of the Company to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

### **19.6 Survival**

Sections 5 (Educational Disclaimer and Risk), 9 (Intellectual Property), 12 (Limitation of Liability), 13 (Indemnification), 14 (Dispute Resolution and Arbitration), and 19.1 (Statutory Rights) shall survive the termination of your account or these Terms.

### **19.7 Notices**

The Company may provide notices to you by email to the address associated with your account or by posting on the platform; such notices are deemed received when sent or posted. You may contact the Company at [mattwayneconcepts@gmail.com](mailto:mattwayneconcepts@gmail.com).

## **20. Contact**

The Alpha Club Inc.

112 – 970 Burrard Street, Vancouver, BC, Canada, V6Z 2R4

Email: [mattwayneconcepts@gmail.com](mailto:mattwayneconcepts@gmail.com)