

Summit Group Digital Pty Ltd

Trading as: Summit | Summit Markets

Terms of Service

Effective: March 2026 | Jurisdiction: New South Wales, Australia | Contact: summitgroupdigitalptyltd@gmail.com

1. About Us

Summit Group Digital Pty Ltd is an Australian company registered in New South Wales, Australia. We operate under the brand names Summit and Summit Markets, and on the Whop platform as summit-markets. References to "we", "us", "our", or "Summit" throughout these Terms refer to Summit Group Digital Pty Ltd trading as Summit and Summit Markets.

2. Acceptance of Terms

By accessing or using any service provided by Summit, including Discord communities, memberships, educational content, the Summit Cloud TradingView Indicator, the Summit Cloud Scanner, the Weekly Watchlist, and any associated tools or platforms (collectively, the "Services"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree, you must not use the Services.

These Terms apply to all membership tiers: Summit Free Community, Summit Pro Community, Weekly Watchlist, Summit Cloud Indicator, and Summit Cloud Scanner.

3. Nature of Services

All information, indicators, tools, market commentary, signals, watchlists, and summaries provided by Summit are strictly for educational and informational purposes only. Nothing provided constitutes financial advice, investment advice, trading recommendations, or any form of solicitation to buy or sell any financial instrument. You acknowledge and agree that:

- We are not licensed financial advisers, brokers, or investment managers.
- Past performance of any indicator, signal, or tool is not indicative of future results.
- Trading and investing in financial markets involves substantial risk of loss, including the possible loss of all capital.
- You are solely responsible for all financial decisions and any actions taken based on our Services.
- You are strongly encouraged to seek advice from a qualified financial professional before making any investment or trading decisions.

4. Third Party Software, Data and Platform Disclaimer

4.1 Summit Cloud Indicator

The Summit Cloud Indicator is a proprietary custom script developed by Summit Group Digital Pty Ltd and published on TradingView, a third party charting platform operated by TradingView, Inc. The Summit Cloud Indicator is an independent product of Summit and is NOT a product of, endorsed by, sponsored by, or affiliated with TradingView, Inc. in any way.

Your use of the Summit Cloud Indicator requires a valid TradingView account and is subject to TradingView's own Terms of Service, available at [tradingview.com](https://tradingview.com/terms). We are not responsible for any changes to TradingView's platform, access restrictions, or the availability of third party scripts on TradingView.

4.2 Summit Cloud Scanner

The Summit Cloud Scanner is a web based educational tool that displays market signal data generated by applying our proprietary methodology to price data sourced from third party data providers including Twelve Data, Binance, and CoinGecko. You acknowledge and agree that:

- All price data and signal outputs displayed in the Summit Cloud Scanner are sourced from independent third party data providers.
- We do not guarantee the accuracy, completeness, timeliness, or reliability of any data displayed.
- Data may be delayed, unavailable, or subject to errors outside our control.
- Scanner signal outputs are automated calculations applied to third party data and are for educational reference only.
- We accept no responsibility or liability for any errors, inaccuracies, or omissions in third party data, nor for any decisions made based on scanner outputs.

4.3 Discord Alert Channel

Summit Cloud members receive access to a Discord channel that delivers automated alerts when the Summit Cloud Scanner detects a bullish or bearish signal flip on a tracked asset. These alerts are generated from the same third party data sources as the Summit Cloud Scanner and are powered by our proprietary methodology applied to that data.

YOU EXPLICITLY ACKNOWLEDGE AND AGREE THAT:

- All alerts posted in the Summit Cloud Discord alert channel are automated, educational notifications only. They are not buy or sell signals, trading recommendations, or financial advice of any kind.
- An alert indicating a bullish or bearish flip is a data output for educational reference only. It does not represent a recommendation, endorsement, or instruction to enter or exit any position.
- Summit does not manage, control, or take any action on your behalf in relation to any alert. We do not handle your funds, execute trades on your account, or direct your trading activity in any way.
- You are solely responsible for any action you choose to take or not take in response to any alert. Any trading decision made in response to an alert is made entirely at your own risk.

- You will always conduct your own independent research and due diligence (DYOR) before acting on any alert or signal output. This is NOT financial advice (NFA).
- We accept no liability for any financial loss, missed opportunity, or other outcome arising from your use of or reliance on the alert channel.

By continuing to use the Services, including accessing the Discord alert channel, you confirm that you have read, understood, and unconditionally accept these terms.

4.4 No Financial Advice

BY USING OUR SERVICES, YOU EXPLICITLY ACKNOWLEDGE AND AGREE THAT:

- All content, indicators, signals, scanner data, watchlists, alerts, commentary, and educational materials provided by Summit are for educational and informational purposes only and do not constitute financial, investment, or trading advice of any kind.
- Summit is not a licensed financial adviser or registered investment adviser in any jurisdiction.
- You will conduct your own independent research and due diligence (DYOR) before making any financial or investment decision. THIS IS NOT FINANCIAL ADVICE (NFA).
- You will not rely solely on any content, alert, or tool provided by Summit as the basis for any financial decision.
- You understand and accept that trading and investing in financial markets carries a high level of risk, and you may lose some or all of your invested capital.
- You are responsible for consulting a qualified, licensed financial professional before making any trading or investment decisions.

By agreeing to these Terms, you confirm that you have read, understood, and accept this disclaimer in full.

5. Summit Free Community

The Summit Free Community Discord server provides access to general market discussion, educational chart analysis, and commentary shared by Summit and community members.

YOU EXPLICITLY ACKNOWLEDGE AND AGREE THAT:

- Any charts, analysis, commentary, or discussion shared in the Summit Free Community, including in main chat or any other channel, is for educational and informational purposes only. It does not constitute financial advice, investment advice, or a recommendation to buy or sell any asset.
- Information shared in community channels reflects educational opinions and observations only. It should not be interpreted as a signal, call to action, or trading instruction.
- You must always conduct your own independent research and due diligence (DYOR) before making any financial decision based on anything discussed in the community. THIS IS NOT FINANCIAL ADVICE (NFA).
- Summit does not manage your funds, execute trades on your behalf, or take any responsibility for trading decisions made by community members.
- Views and opinions expressed by other community members are their own and do not represent the views of Summit.

- We accept no liability for any financial loss or outcome arising from information discussed in or shared through the community.

By joining and continuing to use the Summit Free Community, you confirm that you have read, understood, and accept these terms.

6. Eligibility and Legal Compliance

6.1 Age Requirement

You must meet the minimum legal age required to use financial education services, participate in online communities, and access digital products in your country or region of residence. In all cases, you must be at least 18 years of age. In jurisdictions where the applicable minimum age is higher than 18, that higher age applies. By using the Services, you represent and warrant that you meet the applicable minimum age requirement in your jurisdiction.

6.2 Your Responsibility to Comply with Local Laws

The Services are made available globally, but it is your sole responsibility to determine whether accessing and using the Services is lawful in your country, state, or territory. This includes compliance with:

- Any laws or regulations governing access to financial education, market data, or trading tools in your jurisdiction.
- Any laws or regulations relating to cryptocurrencies, digital assets, or financial instruments in your jurisdiction.
- Any applicable sanctions, trade restrictions, or regulatory requirements that may apply to you or your location.
- Any terms of service or community guidelines imposed by third party platforms you use in connection with our Services, including Discord and TradingView.

Summit makes no representation that the Services are appropriate, available, or lawful in any particular jurisdiction outside of Australia. If you access the Services from outside Australia, you do so at your own initiative and are solely responsible for ensuring compliance with your local laws. We reserve the right to restrict or terminate access to the Services in any jurisdiction at any time at our sole discretion.

6.3 Account Responsibility

You are responsible for maintaining the confidentiality of your account credentials and for all activity conducted under your account. You must notify us immediately at summitgroupdigitalptyltd@gmail.com if you become aware of any unauthorised use of your account. We accept no liability for any loss or damage arising from your failure to maintain the security of your account.

7. Products and Memberships

7.1 Summit Free Community

Provides limited access to community resources, educational chart discussion, and teaser content at no cost. All content is educational only. See Section 5 for the applicable community discussion disclaimer.

7.2 Weekly Watchlist

Provides access to curated weekly asset watchlists for educational purposes. Delivered as described on the product page at time of purchase. All watchlist content is educational only and does not constitute financial advice.

7.3 Summit Pro Community

Expanded access to educational community resources, commentary, and tools as described on the relevant product page. All content is educational only.

7.4 Summit Cloud Indicator and Summit Cloud Scanner

Provides access to the Summit Cloud TradingView Indicator, the Summit Cloud Scanner, and the automated Discord alert channel. Access is subject to third party platform availability. All outputs are educational only. See Sections 4.1, 4.2, and 4.3 for applicable disclaimers.

All memberships and product access are personal and non-transferable. Sharing, reselling, distributing, or leaking paid content, signals, indicators, alerts, or tools to any third party is strictly prohibited and will result in immediate termination of access without refund.

8. Payments and Billing

- Monthly recurring plans are billed automatically at the end of each billing cycle unless cancelled prior to renewal.
- Fixed term plans including 6 month, yearly, and lifetime are billed as a one time payment unless otherwise stated at checkout.
- All payments and applicable taxes are processed securely through Whop. By purchasing, you also agree to Whop's terms of service.
- Prices are displayed in USD unless otherwise stated.

9. Pricing Changes and Billing Model Changes

We reserve the right to change the price of any product or membership at any time at our sole discretion. This includes the right to:

- Increase or decrease the price of any existing product or membership tier.
- Change the billing model of any product, including converting a one time purchase product to a recurring subscription model, or changing the subscription frequency.
- Introduce new pricing tiers, bundle options, or promotional pricing.
- Discontinue existing pricing structures and replace them with new ones.

For existing active subscribers, price changes to recurring plans will take effect at the start of the next billing cycle following at least 14 days written notice via email or a prominent notice on our platforms. You may cancel your subscription before the new pricing takes effect if you do not wish to continue at the updated price.

For one time purchase products that are converted to a recurring subscription model, existing purchasers will be notified at least 30 days in advance. Existing purchasers who completed a one time purchase prior to the model change will have their access honoured for the period they paid for. Continued use beyond that period will require a subscription under the new model.

New users who purchase after any pricing or billing model change has been announced will be subject to the updated pricing and billing terms from the date of their purchase.

Nothing in this section affects any rights you may have under the Australian Consumer Law or other applicable consumer protection legislation.

10. Cancellation

You may cancel a recurring membership at any time through your Whop account dashboard. Cancellation takes effect at the end of the current billing period. You will retain access until the period expires. No pro rata refunds are provided for early cancellation of a recurring plan.

11. Refunds

All sales are final. We do not offer refunds for change of mind, failure to use the Services, or dissatisfaction with results.

A refund or credit may be provided solely at our discretion in the event of a verified technical error on our side that prevents access to the Services and that cannot reasonably be remedied within a reasonable timeframe.

Nothing in these Terms is intended to exclude, restrict, or modify any rights you may have under the Australian Consumer Law or any other applicable consumer protection legislation that cannot be excluded by agreement.

12. Fair Use and Community Standards

You agree not to engage in any of the following conduct when using our Services:

- Harassment, bullying, threatening, or abusive behaviour toward other members or staff.
- Posting hate speech, discriminatory content, or illegal material.
- Spamming, soliciting, or advertising without prior written consent.
- Sharing, leaking, or redistributing paid content, indicators, signals, alerts, or tools outside of the Services.
- Any activity that disrupts or interferes with the Services or other users access.

Breaches of these standards may result in immediate suspension or permanent termination of your account at our sole discretion, without refund.

13. Intellectual Property

All content, indicators, software, tools, branding, and materials provided through the Services are owned by or licensed to Summit Group Digital Pty Ltd and are protected by applicable intellectual property laws.

You are granted a limited, non exclusive, non transferable, revocable licence to access and use the Services solely for your personal, non commercial purposes in accordance with these Terms. You acquire no ownership rights through your use of the Services.

You must not reproduce, modify, distribute, sublicense, sell, or create derivative works from any of our materials without prior written consent.

14. Third Party Services

Our Services integrate with third party platforms including Discord, TradingView, Whop, Twelve Data, Binance, and CoinGecko. We are not responsible for the availability, accuracy, or actions of these platforms. Their respective terms of service apply to your use of those platforms. Disruptions to third party services that affect your access to our Services do not entitle you to a refund unless covered by our refund policy above.

Content shared by other community members in Discord or elsewhere is their own and is not endorsed by, verified by, or the responsibility of Summit Group Digital Pty Ltd.

15. Disclaimers and Limitation of Liability

The Services are provided as is and as available without any warranty of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose, or non infringement.

To the maximum extent permitted by law, Summit Group Digital Pty Ltd, its directors, employees, and affiliates will not be liable for any direct, indirect, incidental, consequential, or special damages arising from or relating to your use of the Services, including any financial losses incurred as a result of acting on any educational content, signal, alert, or tool provided.

Our total aggregate liability to you for any claims arising under these Terms will not exceed the amount paid by you to us in the three months preceding the claim.

16. Indemnification

To the maximum extent permitted by law, you agree to indemnify, defend, and hold harmless Summit Group Digital Pty Ltd and its directors, employees, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

- Your use or misuse of the Services.
- Your breach of any provision of these Terms.
- Your violation of any applicable law or regulation.
- Any financial decision or trading action you take based on content, alerts, signals, or tools provided through the Services.
- Any claim by a third party arising from your conduct in connection with the Services.

This indemnification obligation survives termination of these Terms and your use of the Services. Nothing in this section limits any rights you may have under the Australian Consumer Law.

17. Modifications to Terms and Services

We reserve the right to modify, update, or replace these Terms at any time at our sole discretion. The updated Terms will be posted with a revised effective date.

For new users, updated Terms take effect immediately upon posting. For existing active subscribers, material changes will be communicated via email or a prominent notice on our platforms and will take effect 14 days after notification, unless a shorter period is required by law or to address urgent security or legal matters.

Your continued use of the Services after the effective date of any changes constitutes your acceptance of the updated Terms. If you do not agree with updated Terms, you must stop using the Services and cancel your subscription before the changes take effect.

We may also modify, update, suspend, or discontinue any feature, product, or aspect of the Services at any time with reasonable notice where practicable.

18. General Provisions

18.1 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, that provision will be modified to the minimum extent necessary to make it enforceable. The remaining provisions will continue in full force and effect.

18.2 Force Majeure

Summit will not be liable for any failure or delay in providing the Services caused by circumstances beyond our reasonable control. This includes but is not limited to server or infrastructure outages, third party data provider failures, exchange disruptions,

cyberattacks, regulatory changes, acts of government, or any other event outside our reasonable control. We will make reasonable efforts to restore Services as soon as practicable.

18.3 Waiver

If we choose not to enforce any provision of these Terms at any time, this does not constitute a waiver of our right to enforce that provision or any other provision at a later date. No waiver is effective unless made in writing by Summit Group Digital Pty Ltd.

18.4 No Third Party Responsibility

Content shared by community members in Discord or any other platform connected to our Services is the sole responsibility of the individual who posted it. Summit Group Digital Pty Ltd does not endorse, verify, or accept responsibility for any content posted by community members.

18.5 Entire Agreement

These Terms, together with our Privacy Policy, Return and Refund Policy, and End User License Agreement, constitute the entire agreement between you and Summit Group Digital Pty Ltd with respect to the Services. They supersede all prior discussions, representations, or agreements, whether written or verbal.

18.6 Governing Law

These Terms are governed by and construed in accordance with the laws of New South Wales, Australia. Any disputes arising from these Terms or the Services will be resolved under the laws of New South Wales.

19. Contact

For any questions, disputes, or support requests, please contact us at:
summitgroupdigitalptyltd@gmail.com