

TERMS AND CONDITIONS OF USE, SUBSCRIPTION, AND MEMBERSHIP

The following sets forth legally binding terms and conditions that govern the use and access of, and conduct and participation on, the use of the Quantum Algo Trading “Community,” as that term is defined herein. By accessing the Community or entering into any subscription agreement with “Provider,” you agree to be bound by all terms and conditions set forth herein. You acknowledge receipt of these Terms and Conditions and further acknowledge having had the opportunity to read, review, and consult counsel on all of the following, including without limitations the legal disclaimers and limitations on use.

You represent and warrant that you have the right, authority, and capacity to enter into these Terms. You may not access or use the Community or accept the Terms if you are not at least 18 years old. If you do not agree with all of the provisions of these Terms, do not access and/or use the Community.

In addition to the Terms and Conditions set forth herein, you are obligated to abide by the Terms of Service and any rules imposed by the online hosting platform (Discord) and the digital membership manager (Whop), whose current Terms of Service and rules are incorporated by reference. In the event of any change in those providers, you will be obligated to abide by the Terms of Service and rules for any successor providers.

These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

DEFINITIONS

The capitalized terms used throughout this document are defined as follows. Unless otherwise specified, terminology used shall be interpreted according to its plain meaning as used by a reasonable person with general familiarity with online communities and groups interested in finance, investment, and sports betting.

A. “Provider” shall mean and refer to Digital Shadow, LLC, a Wyoming limited liability company, which may act through its authorized agents or representatives, disclosed or otherwise.

B. “Community” shall refer to the online interactive platform, including Discord server, messaging system, and content provided thereon, known as “Quantum Algo Trading,” the membership of which is provided through and managed by the third-party Digital Membership Manager. The Community is currently hosted on the online platform Discord but is subject to change. The Terms and Conditions of the Community, and the obligations of all Members or users, shall continue in full force and effect in the event of a change in online hosting platform.

C. “Digital Membership Manager” shall refer to the provider responsible for facilitating and restricting access to paid Services on the Community to subscribing Members. The Digital Membership Manager is currently Whop, Inc., whose business is operated at whop.com. In the event of any change in the Digital Membership Manager, the Terms and Conditions of the Community, and the obligations of all Members or users, shall continue in full force and effect.

D. “Member” refers to any person (natural person or entity) that has purchased one or more subscription plans available through the Digital Membership Manager for access to the Community

and/or its Services. The term shall encompass any person(s) who may be provided a subscription by Provider, including without limitation person(s) who previously purchased a lifetime subscription to another community, regardless of the amount paid in subscription fees (if any).

E. “Services” refers to the subscription service for which Member has subscribed, as the case may be, and determined in accordance with the terms hereof. The Service includes all corresponding services, access, offers, or products that apply to that particular subscription type.

F. SUBSCRIPTION PLANS AND PROGRAM TIERS

Provider offers multiple paid service tiers, each governed by these Terms and the applicable Addendum. By purchasing any plan, Member agrees that access, duration, scope, and obligations are determined solely by the plan selected at checkout.

The available plans include, without limitation:

- 1. Abbreviated Mentorship Plan**
A limited-scope mentorship offering consisting of five (5) private one-on-one sessions with Provider, valid for one (1) year from purchase.
- 2. Full Mentorship Plan**
A comprehensive mentorship offering consisting of ten (10) private one-on-one sessions with Provider, valid for one (1) year from purchase.
- 3. Full Mentorship + Lifetime Access Plan**
A mentorship offering consisting of ten (10) private one-on-one sessions to be completed within one (1) year from purchase, plus ongoing access to designated Community resources, tools, and digital products as defined herein.
- 4. 1-Hour Onboarding Mentorship + Lifetime Access Plan**
A mentorship offering consisting of one (1) private one-hour live onboarding or bootcamp session with Provider, during which Provider demonstrates how to utilize the tools, resources, and methodologies of the Community, plus lifetime access to designated Community resources, tools, digital products, and the Quantum Algo Trading Discord, as defined herein. The onboarding session must be scheduled and completed within one (1) year from the date of purchase unless otherwise agreed in writing by Provider. This plan does not include ongoing, recurring, or additional mentorship sessions beyond the single onboarding session unless separately purchased.

For avoidance of doubt, any reference to “lifetime access” means access for the duration of the Community and the continued operation of the Services by Provider, and does not guarantee perpetual availability, ongoing mentorship, or future features beyond those made available at Provider’s discretion.

All plans are subject to Provider discretion, modification, suspension, or termination pursuant to these Terms.

LEGAL DISCLAIMERS

All of the content provided within the Community is for entertainment and educational purposes only and is not to be construed as investment, trading, or sports-betting advice. None of the information is guaranteed to be accurate, complete, useful, or predictive. Provider is not an investment adviser and is not registered with the Financial Industry Regulatory Authority or with any state licensing authority.

Owners, employees, agents, or representatives of Provider, or any other person(s) including Members participating in interactive discussions or communications within the Community or otherwise contributing to the content of the Community, are not providing investment, legal, or sports-betting advice. Provider is not making recommendations with respect to the advisability of investing in, purchasing, or selling securities, and does not provide advice on the basis of the specific investment situation of any particular person or entity.

All information in the Community is strictly informational, is provided for general interest, and is not to be construed as advocating, promoting, or advertising registered or unregistered investments or sports-betting activities of any kind. The information provided on the Community is provided “as-is” and is not guaranteed to be correct, complete, or current. Members are advised to seek professional advice from licensed financial, legal, or sports-betting professionals before making any decisions regarding their investment activities or sports-betting.

Provider and its representatives may have interests or positions in securities or investments referenced in content posted to the Community. Such individuals or entities may buy or sell positions and may or may not make or forego investments based on information published to the Community.

ALL MEMBERS AND USERS OF THE SERVICES ACCEPT FULL RESPONSIBILITY FOR THEIR OWN INVESTMENT AND SPORTS-BETTING DECISIONS. PROVIDER WILL NOT BEAR ANY LIABILITY FOR LOSSES OR DAMAGES INCURRED BY ANY MEMBER BASED ON TRADING, INVESTMENT, OR SPORTS-BETTING DECISIONS THAT MAY BE INFORMED, IN WHOLE OR IN PART, BY CONTENT PUBLISHED WITHIN THE COMMUNITY.

TERMS AND CONDITIONS OF USE

- 1. Access Subject to Provider Discretion.** Access to the Community by all persons, including Members, is subject to the sole discretion of Provider. Access may be revoked and any applicable subscription terminated at Provider’s sole discretion without explanation.
- 2. Fees Non-Refundable in Event of Termination.** Subscription fees already paid, even if paid in advance for future membership, are not subject to refund in the event of termination by Provider due to violation of these terms.
- 3. Legal Names Associated with Membership.** Members must provide valid legal names in their registration with the Digital Membership Manager. Any Member who is found not to have provided their valid legal name is subject to immediate termination without refund.
- 4. Services Provided for Subscription Membership.** Access to the Community is limited, except as otherwise may be provided for promotional or trial basis. Pricing and duration are determined by the Digital Membership Manager.

5. **Use of Service.** Members in compliance with these terms are granted a temporary, non-exclusive, non-transferable, and limited right to access the Community. These rights are conditional on continued compliance. Members are not allowed to copy, sell, distribute, or reproduce content in any form.
6. **Access and Confidentiality of Credentials.** Members are responsible for maintaining security of their login credentials. Unauthorized access constitutes a breach of these terms.
7. **Cancellation of Service.** Members may cancel subscriptions per Whop's system. Cancellation takes effect at the end of the billing cycle. Provider will not refund fees paid prior to cancellation.

7.1 Services Deemed Rendered; Digital Delivery. Member expressly acknowledges and agrees that the Services are digital, intangible, and access-based in nature. Services shall be deemed fully rendered, delivered, and accepted immediately upon any of the following, whichever occurs first:

- (a) Member being granted access to the Community or any portion thereof;
- (b) Member receiving login credentials, invitations, or access links;
- (c) Member attending or being scheduled for any mentorship session; or
- (d) Provider making the Services available for Member's use, regardless of whether Member elects to utilize or fully participate in such Services.

Member acknowledges that non-use, dissatisfaction, subjective expectations, financial outcomes, or early termination do not negate service delivery.

8. **Referral/Affiliate Program.** Provider may, but is not required to, provide incentives for referrals. Participation is governed by Whop's affiliate terms.
9. **Misuse or Diversion of Content.** Information published by Provider, including algorithms, indicators, or analytical methods, is the exclusive intellectual property of Provider. Unauthorized use or distribution will subject Member to immediate termination without refund and liquidated damages of \$100,000 USD per instance.
10. **Cooperation with Investigations.** Members must cooperate with any investigation by Provider regarding misuse or diversion of intellectual property.
11. **Competing Enterprise.** Members may not engage in or assist any competing business for fifty (50) years. Violation results in liquidated damages of \$15,000 USD per instance.
12. **User Conduct.** Members are required to maintain civility and respect within the Community. Harassment, hate speech, or disruptive behavior is grounds for immediate removal without refund.
13. **Non-Solicitation.** Members may not solicit others in the Community for any business or marketing purpose. Violation subjects Member to damages of \$5,000 USD per instance.
14. **Limitation on Liability.** Provider's liability is limited to the cumulative amount of subscription fees paid by the Member during the one-year period prior to the claim.
15. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict-of-law principles. Any dispute, claim, or controversy arising out of or relating to this Agreement, the Services, the

Community, or the relationship between the parties shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place exclusively in Las Vegas, Clark County, Nevada, and the parties expressly consent to personal jurisdiction and venue in Las Vegas, Nevada for all purposes related to arbitration and enforcement of any arbitration award. The parties knowingly and voluntarily waive any right to a jury trial and any right to participate in a class action, collective action, or representative proceeding, and agree that arbitration shall be conducted on an individual basis only.

16. Judgment on the arbitration award may be entered in any court of competent jurisdiction. Entire Agreement. These terms, along with incorporated addenda, constitute the entire understanding between Provider and Member.
17. Severability. If any provision is found unenforceable, remaining provisions remain in effect.
18. Waiver. Provider's failure to enforce any provision does not constitute a waiver.
19. Assignment. Members may not assign rights or obligations without Provider's consent.

20. QUANTUM ASCENSION MENTORSHIP PROGRAM ADDENDUM

The following provisions supplement and form part of these Terms and apply exclusively to Members enrolled in the QUANTUM ASCENSION MENTORSHIP ("Mentorship Program") or any mentorship-based plan described above.

1. **Applicability and Incorporation.** This Addendum is incorporated into the Membership Agreement and governs all mentorship participation, including without limitation the Abbreviated Mentorship Plan, Full Mentorship Plan, Full Mentorship + Lifetime Access Plan, and the 1-Hour Onboarding Mentorship + Lifetime Access Plan.
2. **Confidentiality and Non-Disclosure.** All methods, teachings, and content shared in the Mentorship Program are proprietary and confidential. Unauthorized disclosure subjects Member to liquidated damages of \$100,000 USD per violation.
3. **Recording and Privacy.** Provider reserves the right to record sessions. Member may not record without written consent.
4. **Rescheduling and Attendance.** Each Member may reschedule one session per week with at least 24 hours' notice. Cancellations within 24 hours forfeit the session without refund.
5. **Refund Policy.** All payments are final, non-cancellable, and non-refundable.

5.1 No Chargebacks; Chargeback as Material Breach. Member agrees not to initiate or pursue any chargeback, payment dispute, reversal, or payment processor claim for any reason, including but not limited to dissatisfaction, non-use, misunderstanding, or alleged lack of results. Member acknowledges that all payments are final, non-refundable, and that any chargeback or payment dispute constitutes a material breach of this Agreement.

In the event of a chargeback or payment dispute, Member shall be liable for:

- (a) the full disputed amount;

- (b) any chargeback fees, penalties, or processor costs incurred by Provider;
- (c) reasonable attorneys' fees and administrative costs incurred in responding to such dispute.

Provider reserves the right to submit this Agreement, access logs, participation records, session records, and communications as evidence to payment processors and arbitration forums.

6. **Conduct and Professionalism.** Members must maintain professionalism and courtesy. Disrespectful conduct results in termination without refund.
7. **Non-Competition Covenant.** Members shall not engage in or assist competing mentorship or trading services for fifty (50) years. Violation incurs \$100,000 USD liquidated damages per breach.
8. **Disclaimer of Results and Assumption of Risk.** Provider makes no guarantee of profitability or success. Member assumes full responsibility for outcomes.
9. **Indemnification.** Member agrees to indemnify and hold Provider harmless against any claims arising from participation or use of content.
10. **Liquidated Damages.** Unauthorized disclosure or competition results in \$100,000 USD damages per violation.
11. **Termination.** Provider may terminate membership at any time for breach, misconduct, or non-payment.
12. **Non-Refund and Non-Chargeback Acknowledgment.** Any attempt to seek refunds, chargebacks, or reversals constitutes material breach, subject to liability for all associated costs and fees.
13. **Integration with Existing Terms.** All other terms of the Membership Agreement remain in effect and govern disputes and arbitration.

SUPPLEMENTAL PROVISIONS AND ADDITIONAL PROTECTIONS

(ADDENDUM – INCORPORATED BY REFERENCE)

The following provisions are hereby incorporated into, supplement, and form an integral part of the foregoing Terms and Conditions of Use, Subscription, Membership, and any associated Addenda (collectively, the “Agreement”). In the event of any ambiguity, these provisions shall be interpreted in a manner that affords the maximum protection to Provider permitted by law.

1. **No Fiduciary, Advisory, or Special Relationship.**
Member expressly acknowledges and agrees that no fiduciary, advisory, partnership, joint venture, agency, employment, or confidential relationship is created between Member and Provider by virtue of this Agreement, participation in the Community, mentorship sessions, communications, or any other interaction. Provider owes no duty of loyalty, care, suitability, supervision, or best interest to Member. Member agrees that Provider has no obligation to monitor, manage, or advise regarding Member’s financial decisions, emotional state, or personal circumstances.

2. No Reliance; Independent Judgment.

Member expressly agrees that they have not relied, and will not rely, on any statement, representation, illustration, example, backtest, hypothetical scenario, discussion, opinion, model, projection, testimonial, or perceived implication made by Provider or any Community participant when deciding to purchase, participate, trade, invest, or otherwise act. Member affirms that all decisions are made using their own independent judgment and discretion and that Provider has made no representations regarding profitability, income, consistency, lifestyle outcomes, or financial improvement.

3. Capacity, Soundness of Mind, and Voluntary Participation.

Member represents and warrants that at the time of purchase and throughout participation:

- They are of sound mind and legal capacity;
- They are not suffering from any condition, illness, cognitive impairment, emotional distress, medication effect, or circumstance that would impair judgment; and
- They are acting voluntarily, without pressure, coercion, urgency, or undue influence.

Member waives any future claim that participation was the result of diminished capacity, vulnerability, illness, emotional distress, misunderstanding, or reliance on Provider for personal decision-making.

4. No Medical, Psychological, or Therapeutic Services.

Member acknowledges that Provider is not a licensed medical professional, mental health professional, psychologist, psychiatrist, therapist, or counselor. Nothing provided within the Community or mentorship constitutes medical, psychological, therapeutic, or mental health advice. Participation may involve stress, emotional discomfort, or psychological challenge, all of which are voluntarily assumed by Member.

5. Acknowledgment of Risk and Stress.

Member acknowledges that trading, analysis, decision-making, and mentorship discussions may involve stress, emotional strain, and financial loss. Member voluntarily assumes all risks associated with participation, including but not limited to stress-related effects, frustration, anxiety, disappointment, or emotional discomfort. Provider shall have no liability for such effects.

6. Third-Party Platform Disclaimer.

Member acknowledges that access to the Community and Services relies on third-party platforms, including but not limited to Discord and Whop, which are outside Provider's control. Provider shall not be liable for: platform outages or downtime; account suspensions or bans; moderation actions; data loss; or changes to platform policies or functionality. Member assumes all risks associated with third-party platform dependency.

7. Force Majeure.

Provider shall not be liable for any delay, interruption, suspension, or failure to perform due to events beyond reasonable control, including but not limited to illness, disability, acts of God, internet outages, platform failures, government actions, natural disasters, or technical failures.

8. Modification of Terms.

Provider reserves the right to modify, amend, or update this Agreement at any time. Continued access to or use of the Community after notice of modification constitutes acceptance of the updated terms.

9. Survival of Obligations.

All provisions relating to intellectual property, confidentiality, non-disclosure, non-competition, non-solicitation, limitation of liability, indemnification, arbitration, dispute resolution, and acknowledgments of risk shall survive termination or expiration of this Agreement indefinitely.

10. Limitation Period for Claims.

Any claim or cause of action arising out of or related to this Agreement must be brought within one (1) year of the event giving rise to the claim, or such claim shall be permanently barred.

11. Confidentiality of Disputes and Arbitration.

All arbitration proceedings, claims, filings, testimony, and outcomes shall be strictly confidential. Member may not disclose the existence, content, or outcome of any dispute or arbitration without Provider's prior written consent.

12. Liquidated Damages Acknowledgment.

Member acknowledges that any liquidated damages amounts stated in this Agreement represent a reasonable estimate of Provider's damages, which would be difficult or impossible to calculate precisely, and are not intended as a penalty.

13. Attorneys' Fees and Costs.

In any dispute, arbitration, or enforcement action arising out of this Agreement, Provider shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred in connection with enforcing its rights, to the maximum extent permitted by law.

14. Cooling-Off and Review Acknowledgment.

Member acknowledges that they were given adequate time to review this Agreement, were encouraged to seek independent legal and financial advice, and were not induced to enter this Agreement by urgency, scarcity, guarantees, or promises of outcome.

15. Maximum Enforceability Clause.

If any provision of this Agreement is determined to be unenforceable or overbroad, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

16. Integration and Controlling Effect.

These Supplemental Provisions are fully incorporated into and form part of the Agreement. In the event of any inconsistency, the provisions shall be interpreted in a manner that affords the greatest protection to Provider consistent with applicable law.

17. Evidence of Performance and Acceptance.

Member agrees that Provider's internal records, including but not limited to: access logs; Discord participation records; mentorship scheduling records; session recordings or attendance logs; written communications; and timestamps generated by Provider or third-party platforms, shall constitute conclusive evidence that Services were made available, rendered, and accepted by Member. Member waives any claim that subjective dissatisfaction, lack of engagement, or alleged misunderstanding negates service delivery.

18. No Outcome-Dependent Obligations.

Member acknowledges that payment obligations are not conditioned upon financial performance, profitability, trading results, or subjective satisfaction. Provider's obligation is limited to making the Services available as described. No particular result, experience, or outcome is promised or required for Services to be deemed rendered.

ACKNOWLEDGMENT AND ACCEPTANCE (WHOP)

By purchasing through Whop, completing checkout, clicking any "I agree" (or similar) acceptance button, or otherwise accessing the Community or Services, Member acknowledges and agrees that Member has read, understood, and voluntarily accepted and agreed to be bound by these Terms and Conditions of Use, Subscription, and Membership, including all incorporated addenda and supplemental provisions (collectively, the "Agreement"). Member acknowledges that Member was given adequate time to review this Agreement and was encouraged to seek independent legal and financial advice prior to acceptance.

Member further acknowledges and agrees that all sales are final and non-refundable, that no profits or results are guaranteed, and that participation is at Member's own risk.