

## IMPORTANT: AUTOMATIC RENEWAL & CONDITIONAL REFUND DISCLOSURE

BY PURCHASING OR SUBSCRIBING TO ANY THE ALPHA CLUB INC. SERVICE, YOU ACKNOWLEDGE THAT:

- SUBSCRIPTIONS AUTOMATICALLY RENEW UNLESS CANCELLED PRIOR TO THE RENEWAL DATE.
- CANCELLATION STOPS FUTURE BILLING ONLY AND DOES NOT PROVIDE RETROACTIVE REFUNDS.
- ALL PAYMENTS ARE FINAL AND NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED UNDER THE CONDITIONAL 10X PERFORMANCE GUARANTEE POLICY.
- THE CONDITIONAL 10X PERFORMANCE GUARANTEE STRICTLY REQUIRES 95% COURSE COMPLETION, 12 HOURS PER MONTH OF LIVE VOICE CHAT PARTICIPATION, AND VERIFIED WALLET EXECUTION OF QUALIFYING TRADES, AS FULLY DETAILED IN THE WRITTEN GUARANTEE POLICY.

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THE ALPHA CLUB INC.

112 – 970 Burrard Street, Office #1614

Vancouver, British Columbia V6Z 2R4

Canada

### TERMS OF SERVICE

Effective Date: February 18, 2026

Last Updated: February 18, 2026

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Member," "User," or "you") and The Alpha Club Inc., a corporation organized under the laws of British Columbia, Canada ("Company," "we," "us," or "our").

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.

#### 1. Educational Purpose Only

All content, materials, courses, trade ideas, signals, wallet tracking lists, live trading sessions, analytics, commentary, and communications are provided strictly for educational and informational purposes. The Company does not provide investment, financial, legal, tax, brokerage, or portfolio management services and is not a registered broker-dealer, securities dealer, investment advisor, or fiduciary in any jurisdiction.

## 2. No Personalized Advice & No Fiduciary Relationship

The Company does not provide personalized investment recommendations, does not assess suitability, and does not manage client funds. Nothing herein shall be construed as creating an investment advisory, brokerage, fiduciary, partnership, joint venture, or agency relationship under any circumstances.

## 3. Independent Decision-Making & No Reliance

All trading decisions are made independently and voluntarily by you. You agree you are not relying on testimonials, marketing statements, verbal representations, community discussions, or past performance. Past performance is not indicative of future results.

## 4. No Earnings or Profitability Guarantee

The Company does not guarantee any level of income, profitability, or financial outcome. Examples or testimonials are illustrative only and not typical. Results vary significantly.

## 5. Risk Disclosure

Cryptocurrency and memecoin trading is highly volatile and speculative. You may lose all capital. 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.

## 6. Signals & Live Trading Disclaimer

Trade ideas, calls, wallet tracking data, analytics, and live sessions are informational only and do not constitute trade instructions or personalized advice. The Company makes no representations regarding accuracy, completeness, reliability, or profitability. No fiduciary relationship is created.

## 7. Subscriptions & Automatic Renewal

Subscriptions automatically renew at the end of each billing cycle unless cancelled prior to renewal through the account dashboard. Cancellation stops future billing only and does not provide retroactive refunds. You authorize recurring billing. Free trials convert to paid subscriptions unless cancelled before expiration.

## 8. Conditional 10X Performance Guarantee

Refund eligibility is governed exclusively by the Conditional 10X Performance Guarantee Policy. Marketing statements do not modify the written Guarantee. All other payments are final and non-refundable except as expressly stated in that Policy.

## 9. Digital Content Waiver & Global Sales

By purchasing digital services, you expressly consent to immediate access and performance. To the fullest extent permitted by law, you waive statutory cooling-off or withdrawal rights once access begins. You are solely responsible for compliance with laws and tax obligations in your jurisdiction.

## 10. Eligibility

You must be at least 18 years old and legally permitted to participate in crypto-related educational services within your jurisdiction.

## 11. Community Conduct

Redistribution, harassment, manipulation, recording, misuse of materials, or abuse of the platform may result in immediate termination without refund.

## 12. Intellectual Property

All strategies, systems, content, branding, materials, and proprietary frameworks are protected intellectual property. Unauthorized reproduction, resale, distribution, or public display is strictly prohibited.

## 13. Third-Party Platforms

The Company is not responsible for outages, disruptions, security breaches, data loss, or failures of third-party platforms including Discord, Whop, payment processors, blockchain networks, exchanges, or analytics providers.

## 14. Limitation of Liability

To the fullest extent permitted by law, the Company shall not be liable for trading losses, lost profits, loss of opportunity, indirect, incidental, consequential, special, punitive, or exemplary damages. This limitation applies regardless of the theory of liability, including contract, tort, negligence, strict liability, or statutory claim, even if advised of the possibility of such damages. Total aggregate liability shall not exceed the amount paid by you to the Company in the six (6) months preceding the event giving rise to the claim.

## 15. Indemnification

You agree to indemnify and hold harmless The Alpha Club Inc., its officers, directors, shareholders, employees, contractors, affiliates, agents, and representatives from any claims, damages, losses, liabilities, or expenses arising from your trading activity, regulatory non-compliance, tax obligations, or violation of these Terms.

## 16. Governing Law & Binding Arbitration

These Terms are governed by the laws of British Columbia, Canada. All disputes shall be resolved exclusively through binding arbitration in Vancouver, British Columbia, administered under applicable provincial arbitration rules. Arbitration shall be conducted on an individual basis only, shall survive termination, and shall be final and binding. You waive any right to jury trial or participation in class actions.

## 17. Entire Agreement

These Terms constitute the entire agreement between you and The Alpha Club Inc. and supersede all prior agreements or representations, whether written or oral.

## 18. Severability & Survival

If any provision is deemed invalid or unenforceable, the remaining provisions remain in full force and effect. Limitation of liability, indemnification, arbitration, intellectual property, and refund provisions survive termination.

## 19. Assignment

The Company may assign these Terms without restriction. You may not assign your rights or obligations without prior written consent.

## 20. Force Majeure

The Company is not liable for delays or failures caused by events beyond its reasonable control including natural disasters, governmental actions, cyberattacks, blockchain failures, internet disruptions, or regulatory changes.

## 21. Modification

The Company may update these Terms at any time. Updates are effective upon posting. Continued use constitutes acceptance of the updated Terms.

Contact:

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