THE ALPHA CLUB INC.

END USER LICENSE AGREEMENT

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

1. Scope and Document Hierarchy

This End User License Agreement ("EULA" or "Agreement") is a legally binding agreement between you ("User," "Member," 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 ("Company," "we," "us," or "our").

This EULA governs exclusively your license to access and use the Licensed Materials defined in Section 2. All other terms — including educational disclaimers, risk acknowledgments, payment terms, refund eligibility, community conduct, limitation of liability, indemnification, and dispute resolution — are governed by the Terms of Service.

The document hierarchy is as follows: for members enrolled in the Private Mentorship, the signed Mentorship Agreement is the controlling document. For all other matters, the Terms of Service controls. Where this EULA conflicts with the Terms of Service, the Terms of Service prevails. This EULA operates alongside the Terms of Service, Privacy Policy, and Refund and Return Policy, which are incorporated by reference.

By accessing or using the Licensed Materials, you agree to be bound by this EULA and the Terms of Service. If you do not agree, you must not access or use the Licensed Materials.

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2. Licensed Materials

"Licensed Materials" means all proprietary digital content and tools that require an active subscription or completed payment to access, delivered through the Whop platform, Discord, or any other platform used by the Company. This includes but is not limited to:

- VCS 3.0 mentorship course (video modules and associated materials).
- Gem filters and filter configurations.
- The Elite Wallet list.
- The Elite CT Tracker list.
- Trading tools, bots, dashboards, and analytics systems.
- Course materials, documents, frameworks, and downloadable resources.
- Recorded group sessions made available for replay.

Licensed Materials do not include live verbal discussions, real-time voice channel conversations, or opinions shared by members or callers during community sessions. These are community interactions, not proprietary licensed content.

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3. License Grant

Subject to your compliance with this EULA and the Terms of Service, The Alpha Club Inc. grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Licensed Materials for your own personal, non-commercial, educational use only.

This license does not constitute a sale or transfer of ownership. No intellectual property rights are transferred to you. All rights not expressly granted in this EULA are reserved by the Company.

This license is tied to your active subscription or, for mentorship students who have paid in full, to the terms of their signed Mentorship Agreement. The license may be revoked upon termination of your subscription, termination for cause under the Terms of Service, or breach of this EULA.

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4. Restrictions

4.1 Technical Materials

With respect to software tools, bots, filters, dashboards, analytics systems, and any code-based Licensed Materials, you may not:

- Copy, modify, adapt, translate, or create derivative works.
- Reverse engineer, decompile, disassemble, or attempt to extract the source code or underlying algorithms.
- Use automated tools, scripts, or bots to scrape, extract, or replicate data from any Licensed Material.
- Circumvent, disable, or interfere with any technical access controls, digital rights management, or authentication systems.

4.2 Educational Content

With respect to course videos, documents, frameworks, recorded sessions, and all other educational Licensed Materials, you may not:

- Copy, reproduce, distribute, sell, license, sublicense, share, upload, or make available any Licensed Materials to any third party by any means.
- Record, screen capture, screenshot, photograph, or otherwise reproduce any Licensed Material.
- Share Licensed Materials in Discord servers, Telegram groups, social media, file-sharing platforms, or with friends and family.
- Use Licensed Materials to create, develop, or market any competing course, mentorship, educational product, or trading service.

The knowledge, concepts, and skills you acquire through the educational content are yours to apply in your own trading. This EULA restricts the reproduction and distribution of the specific materials, not the application of what you have learned.

4.3 General Restrictions

You may not:

- Share your account credentials or allow any other person to access Licensed Materials through your account.
- Use the Licensed Materials for any unlawful purpose or in violation of any applicable law or regulation.
- Misrepresent your identity or affiliation when accessing Licensed Materials.

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5. Ownership

All Licensed Materials, including all strategies, systems, code, frameworks, content, branding, and associated intellectual property, are and remain the exclusive property of The Alpha Club Inc. and Matt Wayne. No ownership rights are transferred to you under this EULA.

Any feedback, suggestions, or ideas you provide regarding the Licensed Materials may be used by the Company without restriction or compensation.

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6. Updates and Modifications

The Company may update, modify, improve, or discontinue any Licensed Material at any time. Updated versions replace prior versions and are subject to this EULA. The Company has no obligation to maintain backward compatibility with prior versions.

If a modification significantly reduces the value of Licensed Materials available under an active subscription, the Company will provide at least 30 days notice before the change takes effect, consistent with the Terms of Service.

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7. Termination of License

Your license to use the Licensed Materials terminates automatically upon any of the following:

- Cancellation or expiration of your subscription.
- Termination of your access for cause under the Terms of Service.
- Breach of any term of this EULA.

Upon termination, you must immediately cease all use of the Licensed Materials. You must delete or destroy any copies of Licensed Materials in your possession, including downloaded content, screenshots, and recordings.

For mentorship students who have paid the Program fee in full and were not terminated for cause, the license to course materials and community access survives subscription termination as described in the signed Mentorship Agreement.

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8. Disclaimer

The Licensed Materials are provided ‘as is’ and ‘as available.’ The Company makes no representations or warranties of any kind, express or implied, regarding the Licensed Materials, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, or non-infringement.

The Company does not warrant that any Licensed Material will be error-free, uninterrupted, free of harmful components, or that it will produce any specific trading result or financial outcome.

For the full limitation of liability, indemnification, and dispute resolution terms, refer to Sections 12, 13, and 14 of the Terms of Service, which govern these matters for all users.

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9. Statutory Rights

Nothing in this EULA 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 this EULA conflicts with a mandatory consumer protection right, the consumer protection right shall prevail.

Nothing in this EULA restricts your ability to post honest reviews of our services, file a complaint with any government agency, or communicate with any regulatory body including the Federal Trade Commission, Consumer Protection BC, or the Competition Bureau of Canada.

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10. General

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

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

Sections 4 (Restrictions), 5 (Ownership), 8 (Disclaimer), and 9 (Statutory Rights) shall survive the termination of this EULA.

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11. Contact

The Alpha Club Inc.

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