

TERMS OF SERVICE

1. INTRODUCTORY INFORMATION

- 1.1. These Terms of Service set the rules for the use of the Website for individual Users free of charge.
- 1.2. The owner of the Website, authorized to administer its resources, is the Service Provider.

2. DEFINITIONS

- 2.1. **Access Service for the submission of the Trader Questionnaire / Access Service** – the service provided electronically by the Service Provider, available on the Website under the tab <http://thebirbnest.com/prop-desk>
- 2.2. **Consumer** – any natural person who performs legal actions with the Service Provider, which are not directly connected with its professional or business activity.
- 2.3. **Contact Form** – an online form available on the Website that allows the User to send a message to the Service Provider.
- 2.4. **Content** – the opinions, articles, statements, and analyses displayed on the Website or made available via Subscription Service.
- 2.5. **ICT Systems** – without limitation are all computer, communications, electronic, data processing or cloud systems used by the Service Provider or the User in relation to the use and/or provision of the services under this Agreement.
- 2.6. **Order Form** – the form or online subscription process by which the User agrees to start the Subscription Service or Trial Subscription.
- 2.7. **Program** – 90-Day TBN Prop Firm Challenge Program the terms and conditions of which can be found here: <http://thebirbnest.com/prop-desk-terms>
- 2.8. **Service Provider** – shall mean the THEBIRBNEST OÜ, a company established under the laws of Estonia with its registered office in Tallinn, address: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917, entered in the register of enterprises kept by the Registration Department of Tartu County Court, under the No.: 16514534, tax ID number (VAT): EE102512328.
- 2.9. **Subscription Service** – all of web-based tools, platforms and services that the User have subscribed to under an Order Form, that are accessible via our Website or through third-party services.
- 2.10. **Terms of Service** – these Terms of Service.
- 2.11. **Trader Questionnaire** – a questionnaire that is obligatory to be filled-in by a User interested in participating in the Program verifying i.a. trading experience, risk management techniques, performance analysis, trading strategy, and additional qualifications of the User, available on the Website in the tab <http://thebirbnest.com/prop-desk>
- 2.12. **Trial Subscription (Trial)** – the limited period during which the User can access the Subscription Service, as specified in the Order Form, without entering into a full subscription agreement.
- 2.13. **User** – any natural person visiting the Website or using one or more services or functionalities described in the Terms of Service.
- 2.14. **User Account** – the part of the Website that allows the User to use the functionalities described in section 6. of the Terms of Service.
- 2.15. **Website** – a website run by the Service Provider at www.thebirbnest.com.

3. GENERAL PROVISIONS

- 3.1. The Website is of informative nature and is used to present the Service Provider's catalog of services as well as to provide relevant materials, including in particular materials related to the services offered by the Service Provider.
- 3.2. The Terms of Service define the type and scope of services supplied electronically on the Website, the conditions for conclusion and termination of agreements, the principles of use of the Website by Users, the principles of use of its additional functionalities, Subscription Services and Access Service for the submission of the Trader Questionnaire.
- 3.3. The agreement for providing access to the Website is concluded on the conditions specified in the Terms of Service, for an indefinite period of time. By checking the box and clicking "I have read and accepted the Terms of Service" button, continuing to use any of our Services, you (a) confirm that you are aware and comply with the present Terms of Service and agree to be bound by them, and (b) represent and warrant that you are authorized and lawfully able to enter into this Agreement. If you do not agree to these Terms of Service, you may not use the Website or any of the services offered by the Service Provider. Continued use of the Website without express consent with the Terms of Service shall be considered as consent with these Terms of Service.
- 3.4. To use the Website, the ICT system used by the User shall meet the following minimum technical requirements:
 - 3.4.1. a device connected to the Internet with the latest, full version of Chrome, Safari, Mozilla Firefox, Opera or Microsoft Edge browser;
 - 3.4.2. cookies and javascript enabled in the browser;
 - 3.4.3. screen resolution when displaying the Website is at least 1280×1024 pixels.
- 3.5. No fees are charged or collected for use of the Website, with the exception of Subscription Service described in section 6.
- 3.6. The Service Provider does not provide any services in relation to or deliver, hold, and/or receive payment for digital assets. We do not receive any fees for any services offered on the Website.
- 3.7. The User is obliged to use the Website in accordance with the law and morality, with respect to personal rights and intellectual property rights, in particular copyrights belonging to the Service Provider or third parties.
- 3.8. The User is authorized to use the Website exclusively for his/her own personal use. This means in particular that data and any other materials found on the Website, both those that are protected under copyright law and those that are not, cannot be used for User's commercial activities.
- 3.9. The Service Provider declares that the materials and information published on the Website are created and edited with due diligence.
- 3.10. The User is obliged not to take any actions that would affect the proper functioning of the Website. In particular, it is forbidden to interfere in any way with the Content placed on the Website.
- 3.11. It is forbidden for the User to provide unlawful content using the Website.

4. LIMITATION OF LIABILITY

- 4.1. No Content provided on the Website or made available via Subscription Service is intended or shall be construed as, the solicitation of an offer to buy, the investment advice, financial advice, tax advice, legal advice, or any other sort of advice.
- 4.2. The Content provided is for educational purposes only and aims to enhance Users' knowledge of trading and markets. Under no circumstances it shall constitute a professional advice or recommendation to take investment, legal, tax or financial decision in the User's individual case. You should not take, or refrain from taking, any action based on any information contained on the Website.
- 4.3. The Service Provider and its authors are not responsible or have any liability for investment decisions based upon, or results obtained from any of the Content provided. In particular, the Service Provider shall not be obliged to compensate the User for any damages, including for any loss of profit, resulting from decisions or actions taken by the User based on knowledge obtained from the Content provided. The User assumes the sole responsibility of evaluating the merits and risks associated with the use of any information and the Content published on the Website or made available via Subscription Service.
- 4.4. For financial, legal, tax or investment advice in an individual case, the User should contact a qualified financial, legal, tax or investment advisor.
- 4.5. The Service Provider is not an intermediary, agent, advisor, in particular legal advisor or custodian in relation to any transaction. The Service Provider is not a broker, financial institution, exchange, general purpose cryptocurrency wallet, or creditor. The Service Provider is under no obligation to fulfill any order or authorization issued in relation to any blockchain transaction.
- 4.6. The User agrees not to hold the Service Provider, its affiliates or any third-party service provider liable for any possible claim for damages arising from any decision made based on information or other Content made available on the Website or via Subscription Service.

5. SERVICE FUNCTIONALITIES

- 5.1. Within the Website, the Service Provider provides the Users with a catalog of the Service Provider's services and information about its business, in a form of graphic and textual information.
- 5.2. The User may view the Service Provider's catalog of services and information on its business by selecting an adequate tab available on the Website.
- 5.3. The Website enables Users to purchase Subscription Service under the terms of section 6.
- 5.4. The User has immediate access to content provided free of charge. Access to the Subscription Service is available after completing the Order Form described in section 6 and logging into the registered user account.
- 5.5. The Website enables Users to use the Access Service under the terms of section 8.

6. SUBSCRIPTION SERVICE

- 6.1. The Service Provider provides Subscription Service as described in the applicable Order Form.
- 6.2. To gain access to the Subscription Service of choice, the User shall choose the relevant Subscription Service plan and proceed to fill in the applicable Order Form. The User shall:
 - 6.2.1. indicate an appropriate renewal time for which the Subscription Service fee will be automatically charged;

- 6.2.2. provide data necessary to conclude the contract (i.e. name and last name, e-mail address, Discord username and residence address;
- 6.2.3. check the box to express that the User has read and accepted the Terms of Service;
- 6.2.4. choose a method of payment and pay for the Subscription Service.
- 6.3. The available methods of payment and instructions for payment are displayed during the ordering process.
- 6.4. The Subscription Service will become available once the Service Provider has received sufficient proof that payment was made and has been/will be received by the Service Provider. The User will be notified accordingly of Subscription Service becoming available to them.
- 6.5. The contract for the Subscription Service will automatically renew for the period specified in the Order Form.
- 6.6. The User is obliged to provide true and correct data within the Order Form, in particular data necessary to conclude the contract for the Subscription Service.
- 6.7. The Service Provider provides different options for the Subscription Services offered. The scope of functionalities included in the respective Subscription Service is described on the relevant tab available on the Website.
- 6.8. The User can also sign up for a Trial Subscription offered on a temporary basis free of charge. During the Trial, the Service Provider will provide the User access to the Subscription Service as described in the applicable Order Form.
- 6.9. The Trial Subscription starts on the date of the confirmation of your request and lasts for 7 (seven) consecutive days. Upon expiration of the Trial Subscription, the User will be offered to purchase a full Subscription Service of choice. By purchasing a full Subscription Service, the User will be able to keep existing data and workflow.
- 6.10. The Service Provider might provide some or all elements of the Subscription Service through third-party service providers (such as, but not limited to, web hosting platforms).

7. USER ACCOUNT

- 7.1. By filing in a Subscription Service Order Form, the User Account is created.
- 7.2. The User Account grants Users access to the following functionalities:
 - 7.2.1. Reviewing the Subscription Service order details;
 - 7.2.2. Reviewing and editing User's data, contact details and addresses;
 - 7.2.3. Changing password;
 - 7.2.4. Management of User's payment methods.
- 7.3. The User's Account is active until it is deleted, i.e. with the termination of the Subscription Service agreement by the User or the Service Provider as specified in section 11.

8. ACCESS SERVICE FOR THE SUBMISSION OF THE TRADER QUESTIONNAIRE

- 8.1. The Service Provider provides the Access Service.
- 8.2. To gain access to the Access Service, the User should:
 - 8.2.1. access the Website and then enter the tab <https://www.thebirbnest.com/prop-desk>
 - 8.2.2. check the box to express that the User has read and accepted the Terms of Service, Privacy Policy, General Terms and Conditions of Program;
 - 8.2.3. click on the "Fill out the application" button (or any other button of equivalent meaning).

- 8.3. After completing the steps described in Section 8.2., the User will be redirected to the Trader Questionnaire. The provider of the Trader Questionnaire is a third party provider – NoteForms. The User should familiarize with the terms and conditions and privacy policy of this third party provider.
- 8.4. In order to submit the Trade Questionnaire, the User should:
 - 8.4.1. fill in all the blanks in the Trader Questionnaire;
 - 8.4.2. upload a track record (e.g. a record of the User's trades from a trading platform or letter of recommendation from the trading partner) – it is not allowed to upload other documents or data, e.x. CV;
 - 8.4.3. check the box to express that the User has read and accepted the Terms of Service, Privacy Policy, General Terms and Conditions of Program;
 - 8.4.4. click on the "Submit" button (or any other button of equivalent meaning).
- 8.5. The User is obliged to include only truthful information in the Trader Questionnaire.
- 8.6. One User can only submit one Trading Questionnaire in his/her case.
- 8.7. The agreement for the provision of the Access Service for the submission of the Trader Questionnaire will be terminated when the Service Provider withdraws such service from the Website by deleting it.

9. CONTACT FORM

- 9.1. 8.1. The Service Provider allows Users with an active e-mail address to use the Contact Form available on the Website.
- 9.2. The Contact Form allows Users to send a message to the Service Provider.
- 9.3. To use the Contact Form, the User shall:
 - 9.3.1. complete the relevant fields of the Contact Form by providing the e-mail address, name (optional) and write a message;
 - 9.3.2. click on the "Submit" dialog box.
- 9.4. The User is obliged to provide true and correct data within the Contact Form, in particular data necessary for the provision of the service.

10. NEWSLETTER

- 10.1. The User may wish to receive a free newsletter regarding the offers and services of the Service Provider to the email address provided by the User.
- 10.2. The agreement for the provision of newsletter service is concluded under the provisions of the Terms and Conditions, for an indefinite period of time from the moment of signing up for the newsletter.
- 10.3. To subscribe to the newsletter the User has to perform the following actions:
 - 10.3.1. complete the subscription order available on the Website;
 - 10.3.2. check the box to express that the User has read and accepted the Terms of Service;
 - 10.3.3. click on the "GET MY FREE NEWSLETTER" button.
- 10.4. The agreement for the provision of newsletter service shall be terminated when the Service Provider withdraws such service from the Website by deleting the subscription order from the Website or when the User unsubscribes from the newsletter in accordance with Section 11.2.
- 10.5. The User is obliged to provide true and correct data within the subscription order form, in particular data necessary to provide the service.

11. TERMINATION OF CONTRACT

- 11.1. The User may terminate any contract for the provision of services described in the Terms of Service at any time, with or without cause and with immediate effect.
- 11.2. The User may, in particular, unsubscribe from the newsletter service at any time by clicking the “unsubscribe” link provided in the newsletter message received from the Service Provider.
- 11.3. The User may choose to cancel the Subscription Service early at any time provided that, the Service Provider will not refund or return any fees for the unused Subscription Service. The User may terminate the Subscription Service contract by clicking the corresponding button in the User Account, in a place where all the information about the User’ subscriptions is shared or by sending a direct message to the Service Provider via e-mail address: support@thebirbnest.com.
- 11.4. The Service Provider may terminate the Subscription Service agreement with immediate effect in the event of the occurrence of any of the following important reasons:
 - 11.4.1. violation of the Terms of Service by the User;
 - 11.4.2. violation of a provision of law or the rights of others in connection with the use of the Subscription Service by the User.
- 11.5. Regardless of the provision of Section 11.4. above, the Service Provider may terminate the Subscription Service agreement with seven (7) days’ notice in the event of the occurrence of any of the following important reasons:
 - 11.5.1. the User uses the Subscription Service in a violation of good morals, as determined by the Service Provider;
 - 11.5.2. the User uses the Subscription Service in a manner contrary to the objectives, purposes or scope of the Subscription Service;
 - 11.5.3. the User conducts activities that violate or threaten the security of the Service Provider’s ICT system;
 - 11.5.4. the User conducts any other detrimental activities that are harmful to the Service Provider;
 - 11.5.5. discontinuation or modification of the scope of the Subscription Service.
- 11.6. In the event that a particular circumstance constitutes both a valid reason described in Section 11.4. above and Section 11.5. above, the Service Provider may, at its sole discretion, terminate the Subscription Service agreement with immediate effect pursuant to Section 11.4. above or with the notice period indicated in Section 11.5. above.
- 11.7. The Service Provider shall terminate the Subscription Service agreement by sending information via the e-mail address indicated in the User Account.
- 11.8. The User can terminate the Access Service for Sending the Trader Questionnaire at any time, e.g. by closing the tab where this service is provided.

12. COMPLAINTS PROCEDURE

- 12.1. The Service Provider takes actions to ensure proper functioning of the Website, to the extent resulting from the current technical knowledge, and commits to remove defects or interruptions in the operation of the Website, which were reported by the Users.
- 12.2. The User may notify the Service Provider of any defects or interruptions in the functioning of the Website (Complaints).

- 12.3. The User may submit Complaints to the address: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917 or at support@thebirbneest.com. The date of submission of a Complaint shall be (i) the postmark date stamped on the envelope sent to the Service Provider, (ii) the date of its submission by telephone or (iii) the date the email arrives to the Service Provider's email server.
- 12.4. The Complaint shall include the User's name and surname, correspondence address, type and date of occurrence of the reasons for the Complaint.
- 12.5. The Service Provider shall respond to the Complaint within 15 days of its receipt. The Service Provider shall respond to the Complaint in such manner and form as the Complaint was submitted to it, unless agreed otherwise with the User.
- 12.6. In accordance with Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR), the Service Provider informs that an ODR platform for the resolution of disputes between consumers resident in the European Union and traders established in the European Union wishing to use out-of-court dispute resolution methods for contractual obligations arising from online sales contracts or service contracts is available at: Here.
- 12.7. The Service Provider informs that unless such an obligation arises from the mandatory provisions of law, the Service Provider does not use out-of-court means of pursuing claims (out-of-court dispute resolution). Furthermore, the Service Provider is not obliged to use the ODR platform referred to in section 12.7 above.
- 12.8. In the event of a dispute with the Service Provider, the User may seek assistance and advice from a municipal or district consumer ombudsman or consumer organizations such as the European Consumer Centre. All private customers are entitled to address a competent supervisory authority, which is the Consumer Protection and Technical Regulatory Authority at Endla 10A, 10122 Tallinn, e-mail: info@ttja.ee. In order to resolve disputes, you the User that is a private consumer, may address the Consumer Disputes Committee. The Consumer Disputes Committee is authorized to resolve disputes arising from contracts entered into between traders and consumers that the parties have failed to resolve by way of negotiations. Further information on the resolution of complaints is available at Here (EST). More information can be found on the websites of these entities.
- 12.9. If the User acts as a legal person or a sole proprietor, the provisions relating to special consumer rights shall not be applicable.

13. DATA PROCESSING

- 13.1. The rules of processing personal data of Users using the services available on the Website are set in the Privacy Policy.

14. CHANGES TO TERMS OF SERVICE

- 14.1. The Service Provider is entitled to amend these Terms of Service unilaterally to the extent not individually agreed with the User for justified reasons. A justified reason is in particular the emergence of one of the following circumstances:

- 14.1.1. the change of the applicable law in Estonia to the extent that such change in the law modifies the provisions of these Terms of Service or imposes an obligation on the Service Provider to modify these provisions;
 - 14.1.2. the issuance of decisions, recommendations, obligations or acts of similar nature, by public administration authorities, including in particular the President of the Office of Competition and Consumer Protection, to the extent to which such administrative acts modify the provisions of these Terms and Conditions or impose an obligation on the Service Provider to modify these provisions;
 - 14.1.3. the introduction of new functionalities of the Website or modification of their current scope by the Service Provider – in this case the amendment of the Terms of Service shall be permitted to the extent concerning such new functionalities;
 - 14.1.4. the introduction of new or modification of existing IT systems by the Service Provider – in this case the change of the content of the Terms of Service shall be acceptable to the extent that is objectively necessary and directly related to the introduction or modification of such IT systems;
 - 14.1.5. the emergence of judicial or administrative case-law which indicates that contractual provisions similar to those applied by the Service Provider may be contrary to the law, in particular consumer protection law – in this case a change to the provisions of the concluded contract shall be permitted if, upon a comprehensive consideration of the circumstances of the case, it can be objectively assumed that from the perspective of an average User who is a Consumer the proposed change is to his/her advantage;
 - 14.1.6. the Terms of Service need to be supplemented, clarified or modified due to applicable laws of the Republic of Estonia or for the sake of greater clarity of its provisions for Consumers – in this case, an amendment to the Terms of Service shall be permitted to the extent which allows the adjustment of the Terms of Service to the applicable laws or to achieve greater clarity of its provisions.
- 14.2. The Service Provider shall inform the User by publication on the Website at least of:
 - 14.2.1. the content of the planned change to the Terms of Service;
 - 14.2.2. the effective date of the change;
 - 14.2.3. the consolidated text of the Terms of Service as amended.
 - 14.3. With the exception of section 14.4., the change of the Terms of Service shall not apply to agreements on provision of services concluded before the effective date of the change of the Terms of Service. Such agreements shall be governed by the provisions of the Terms of Service in force on the date of the User's intention to conclude such an agreement for the provision of services.
 - 14.4. The amended Terms of Service shall apply to the User who does not resign from the Subscription Service before the effective date of the amendment to the Terms of Service. Termination of the Subscription Service shall be pursuant to the rules set in Section 11.3. of the Terms of Service.

15. NOTICES

- 15.1. You agree that we may communicate with you electronically in matters related to your Account. We may also provide notices to you by posting them in your Account on the Website, or by sending them to an email address that you have previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent.

16. WITHDRAWAL

- 16.1. You agree that your right to withdrawal is excluded, as the object of the Subscription Service is the delivery for a fee of such digital content which is not delivered on a physical medium. Alternatively, the object of the Subscription Service can be the provision of a service or other continuous performance, where the contractual obligations of the Service Provider are fully performed, and the consumer pays a fee to the trader. Before completing the Order Form, you will be asked to grant consent and acknowledgment of losing the right to withdrawal on the appropriate basis.

17. FINAL PROVISIONS

- 17.1. The Terms of Service enter into force on January 1st 2024.
- 17.2. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are excluded from this Terms of Service to the fullest extent permitted by applicable law.
- 17.3. In matters not regulated by these Terms of Service, the relevant provisions of law shall apply. For the avoidance of doubt, it is considered that none of the provisions of these Terms of Service shall limit the rights of the Consumer under the applicable law in Estonia. In the event of the occurrence of a provision of this nature, the provisions of the applicable law shall apply.
- 17.4. Disputes arising from the Terms of Service, which could not be resolved between the Users and the Service Provider, will be settled by the competent court.

MILLIONAIRE SPEEDRUN

Terms and Conditions

MILLIONAIRE SPEEDRUN

TERMS AND CONDITIONS

(hereinafter: “Terms”)

IMPORTANT RISK WARNING

Trading in crypto-assets involves substantial risk of loss and is not suitable for every person. You may lose some or all of Your invested capital. Past performance is not indicative of future results. Never trade with funds You cannot afford to lose.

THEBIRBNEST OÜ is not a broker, intermediary, agent, financial advisor, crypto-assets advisor, tax advisor, legal advisor, or any other advisor of any kind. THEBIRBNEST OÜ does not provide any crypto-asset services within the meaning of Regulation (EU) 2023/1114 (Markets in Crypto-Assets Regulation, “MiCA”), including advice on crypto-assets within the meaning of Article 3(1)(16) of MiCA. THEBIRBNEST OÜ does not hold, custody, transfer, exchange, or execute orders in relation to crypto-assets on behalf of any person.

Trading services are offered by the Exchange Partner, not by THEBIRBNEST OÜ. Users are responsible for verifying whether they are legally entitled to use such services in their jurisdiction. Before participating, Users must review the Exchange Partner’s terms and all relevant local regulations, and consult an independent professional advisor if necessary.

1. OVERVIEW

1.1. The organizer of the “Millionaire Speedrun” program (hereinafter: “Program”) is THEBIRBNEST OÜ, a company established under the laws of Estonia, registered office: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917, registry No.: 16514534, VAT: EE102512328 (hereinafter: “TheBirbNest”).

1.2. The Program is a structured, tiered trading challenge operated by TheBirbNest in cooperation with an Exchange Partner. It provides Participants with free access to educational resources, trading tools, a competitive leaderboard, and partner-funded prize pools, subject to these Terms.

1.3. Participation is voluntary and free of charge insofar as no fee is payable to TheBirbNest. The Participant must meet the eligibility conditions specified in the applicable Challenge Notice, which may include maintaining an active trading account on the Exchange Partner’s platform registered via the Referral Link. Any funds in such account are the Participant’s own trading capital, held solely by the Exchange Partner, and do not constitute a payment to TheBirbNest.

1.4. By checking the box “I have read and accepted the Terms and Conditions” (or equivalent), the Participant agrees to be bound by these Terms, the Privacy Policy at the Website, and any applicable Challenge Notice.

1.5. The Program is available to natural persons of legal age who are legally permitted to participate in trading activities in their jurisdiction. Employees and governing body members

of TheBirbNest and persons directly involved in organizing the Program are not eligible for prizes.

2. DEFINITIONS

2.1. The following definitions apply in these Terms:

“Activity Rule”	the requirement to perform at least one Qualifying Activity per calendar week to maintain access to the Program (Section 6).
“Challenge”	a time-limited competitive trading period corresponding to a specific Tier, as set out in the applicable Challenge Notice.
“Challenge Notice”	a published notice specifying the Challenge Period, Tier, Prize Pool, Exchange Partner, eligibility conditions, Leaderboard scoring methodology, and additional participation requirements. The Challenge Notice forms an integral part of these Terms.
“Coursework”	educational content made available via Whop, Discord, and the Website (www.thebirbnest.com), including courses, webinar recordings, tools, and written materials.
“Exchange Partner”	the third-party cryptocurrency exchange designated as the exclusive trading platform for a particular Challenge. The Exchange Partner is independent and is not an affiliate, subsidiary, or agent of TheBirbNest.
“Leaderboard”	the publicly visible ranking of Participants based on trading performance during a Challenge Period.
“Nest Club Elite Access”	the Participant’s free-of-charge access to the full suite of educational courses, tools, and resources on Whop and the Website while actively participating in the Program.
“Participant”	a natural person who has enrolled in the Program by completing registration, accepting these Terms, and meeting the eligibility conditions in the applicable Challenge Notice.
“Prize Pool”	the aggregate monetary value of prizes in a Challenge, funded entirely by the Exchange Partner.
“Qualifying Activity”	any of the following per calendar week: (a) executing at least one trade on the Exchange Partner’s platform via the Referral Link; (b) attending or viewing the weekly webinar on Whop within the same week; or (c) posting a trade journal update in Discord.
“Referral Link”	the unique tracking link through which the Participant registers and trades on the Exchange Partner’s platform, available at thebirbnest.com or through Whop.
“Tier”	a defined stage of the Program corresponding to a portfolio growth target (Tier 1: \$100 → \$1,000; Tier 2: \$1,000 → \$10,000; Tier 3: \$10,000 → \$100,000; Tier 4: \$100,000 → \$1,000,000), each with a specific educational curriculum and competition bracket.
“Tier Target”	the aspirational portfolio growth goal for a Tier. Tier Targets are challenge goals and do not constitute a guarantee, projection, or promise of any return.
“Trade of the Day”	a daily educational trade idea published in Discord, provided strictly

	for educational reference. It does not constitute advice on crypto-assets under Article 3(1)(16) of MiCA, financial advice, or a trading signal.
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3. PROGRAM STRUCTURE

3.1. The Program consists of four sequential Tiers, each corresponding to a monthly Challenge:

- (a) Tier 1: \$100 → \$1,000 — Theme: Foundations (risk management, basic technical analysis, platform orientation);
- (b) Tier 2: \$1,000 → \$10,000 — Theme: Scaling (advanced setups, position sizing, deeper technical analysis);
- (c) Tier 3: \$10,000 → \$100,000 — Theme: Professional Edge (portfolio management, correlation, multi-timeframe analysis);
- (d) Tier 4: \$100,000 → \$1,000,000 — Theme: Elite (advanced strategy, mentorship pipeline, institutional-grade content).

3.2. Tier Targets are aspirational challenge goals. They do not constitute a guarantee, projection, or promise of any financial return. Markets are inherently unpredictable, and Participants may not achieve the Tier Target. Participants may lose some or all of their invested capital.

3.3. All active Participants advance through the educational curriculum together regardless of portfolio size. Competition on the Leaderboard is segmented by account tier bracket. Underperformance does not result in removal; only breach of the Activity Rule (Section 6) or Rules of Conduct (Section 7) does.

3.4. TheBirbNest reserves the right to modify Tiers, Tier Targets, themes, and Challenge duration with reasonable advance notice via the Website or Discord.

4. ENROLLMENT AND ELIGIBILITY

4.1. To enroll, the Participant shall:

- (a) complete the registration process on the Website or Whop;
- (b) accept these Terms;
- (c) register an account on the Exchange Partner's platform via the Referral Link;
- (d) meet all eligibility conditions specified in the applicable Challenge Notice.

4.2. The Participant warrants that:

- (a) he/she is of legal age in his/her jurisdiction;
- (b) he/she is legally permitted to participate in cryptocurrency trading in his/her jurisdiction;
- (c) all information provided is true, accurate, and complete;
- (d) he/she has independently verified that the Exchange Partner's services are available and lawful in his/her jurisdiction.

4.3. One natural person may hold only one Participant account. Multiple accounts result in immediate removal.

4.4. TheBirbNest may refuse or revoke enrollment at its sole discretion if the Participant fails to meet eligibility conditions or breaches these Terms.

5. EXCHANGE PARTNER AND REFERRAL LINK

5.1. Each Challenge designates an exclusive Exchange Partner. All trades counted toward the Leaderboard, prizes, and activity tracking must be executed on the Exchange Partner's platform via the Referral Link. Trades executed without the Referral Link shall not be recognized.

5.2. The Exchange Partner funds the Prize Pool and the infrastructure enabling the Program to be free of charge. The Participant acknowledges that active trading through the Referral Link is the economic mechanism sustaining the Program.

5.3. TheBirbNest does not operate, control, or assume any liability for the Exchange Partner's platform, services, security, regulatory compliance, or financial condition. TheBirbNest has no ownership interest in the Exchange Partner. The Participant shall review and accept the Exchange Partner's terms before trading and is solely responsible for verifying that the Exchange Partner's services are lawful in his/her jurisdiction.

5.4. TheBirbNest shall not be liable for any loss arising from the Participant's use of the Exchange Partner's platform, including without limitation:

- (a) any loss of funds deposited on or held by the Exchange Partner;
- (b) trading errors, slippage, or execution failures;
- (c) platform outages, downtime, or technical failures;
- (d) security breaches, hacking, or unauthorized access to the Participant's account;
- (e) the insolvency, bankruptcy, cessation of business, or regulatory non-compliance of the Exchange Partner;
- (f) any changes to the Exchange Partner's terms, fees, or services;
- (g) any regulatory action taken against the Exchange Partner.

6. ACTIVITY RULE AND REMOVAL

6.1. To maintain access, the Participant must perform at least one Qualifying Activity per calendar week (see Section 2).

6.2. The Participant acknowledges that: (a) only trading activity is reflected on the Leaderboard; (b) only Participants who trade are eligible for prizes; (c) trading activity is the primary metric supporting the Program's economic viability.

6.3. Enforcement:

- (a) one calendar week with zero Qualifying Activities → formal warning in Discord;
- (b) two consecutive weeks with zero Qualifying Activities → removal from the Program and revocation of Nest Club Elite Access;
- (c) a removed Participant may reapply for the next cycle, subject to TheBirbNest's approval.

6.4. TheBirbNest may adjust the Activity Rule with reasonable advance notice.

7. PARTICIPANT RULES OF CONDUCT

7.1. The Participant shall:

- (a) comply with the Activity Rule at all times;
- (b) trade exclusively on the Exchange Partner's platform via the Referral Link for all Challenge-related activity;
- (c) treat all Participants, team members, and community members with respect;
- (d) use only truthful and accurate information in all interactions.

7.2. The Participant shall not:

- (a) promote personal tokens, groups, referral links, or third-party services within the community;
- (b) impersonate TheBirbNest team members, other Participants, or any person;
- (c) engage in phishing, scamming, spamming, or any fraudulent activity;
- (d) redistribute, share, resell, or make available to third parties any Program content;
- (e) create multiple accounts or identities;
- (f) engage in wash trading, market manipulation, or any dishonest practice;
- (g) take actions affecting the proper functioning of the Program.

7.3. Breach of 7.2(a)–(c) results in immediate removal without warning. Breach of 7.2(d)–(g) may result in a warning or immediate removal at TheBirbNest's discretion.

8. SCOPE OF SERVICES

9.1. Subject to the Participant's compliance with these Terms and the Activity Rule, TheBirbNest provides the following within the Program:

- (a) Nest Club Elite Access, including educational courses, the BirbicatorPRO indicator, and the Resource Hub on Whop and the Website;
- (b) weekly webinars (live and recorded) covering topics aligned with the current Tier's educational theme;
- (c) Trade of the Day — a daily educational trade idea published in Discord, provided strictly for educational and informational reference purposes;
- (d) Monday Market Reports and CMT-grade market analysis published in Discord and/or on the Website;
- (e) the Leaderboard, updated daily;
- (f) access to the Discord community channels, moderation, and support;
- (g) trading tools available on the Website, including Breadth Charts, Crypto Screener, Economic Calendar, Crypto Heatmap, and Stock Heatmap.

9.2. TheBirbNest may deliver elements of the Program through third-party service providers (including Whop, Discord, the Exchange Partner, and others). Nest Club Elite Access is provided free of charge for the duration of active participation. Upon removal or withdrawal, access shall be revoked.

9. LEADERBOARD AND PRIZES

9.1. TheBirbNest maintains a Leaderboard ranking Participants by trading performance, updated daily in Discord. The scoring methodology is specified in the applicable Challenge Notice. Only trading via the Referral Link counts toward rankings.

9.2. In the event of a dispute regarding Leaderboard data, TheBirbNest's determination, based on data received from the Exchange Partner, shall be final.

9.3. Each Challenge may include a Prize Pool funded entirely by the Exchange Partner. Prizes are awarded to top-ranking Participants per the Challenge Notice.

9.4. To receive a Prize, the winner shall provide TheBirbNest with required personal data within 7 (seven) days from the announcement of results. Transfer shall occur within 14 (fourteen) working days of receipt.

9.5. Prizes are paid in cryptocurrency unless prohibited in the winner's jurisdiction, in which case fiat payment may be arranged subject to TheBirbNest's agreement. The winner is obliged to verify whether receipt of the Prize in cryptocurrency is permitted in his/her jurisdiction.

9.6. The Participant is solely responsible for tax obligations arising from receiving a Prize. The Prize value may be reduced by applicable taxes. The cost of transfer is borne by TheBirbNest unless otherwise specified in the Challenge Notice.

9.7. TheBirbNest may withhold or refuse a Prize if:

- (a) required personal data was not provided completely or timely;
- (b) the Participant breached these Terms;
- (c) the ranking was achieved through manipulation, fraud, wash trading, or any other dishonest practice.

10. REGULATORY STATUS, LIABILITY AND DISCLAIMERS

10.1. Regulatory Status

10.1.1. TheBirbNest does not provide any crypto-asset services within the meaning of Regulation (EU) 2023/1114 (MiCA). In particular, TheBirbNest does not:

- (a) provide custody and administration of crypto-assets on behalf of clients;
- (b) operate a trading platform for crypto-assets;
- (c) exchange crypto-assets for funds or other crypto-assets;
- (d) execute orders for crypto-assets on behalf of clients;
- (e) receive and transmit orders for crypto-assets on behalf of clients;
- (f) place crypto-assets;
- (g) provide transfer services for crypto-assets on behalf of clients;
- (h) provide advice on crypto-assets within the meaning of Article 3(1)(16) of MiCA;
- (i) provide portfolio management of crypto-assets.

10.1.2. TheBirbNest is not a broker, financial institution, exchange, custodian, investment advisor, or any other regulated service provider. TheBirbNest does not hold, receive, transfer, or exercise control over any Participant's funds or crypto-assets at any time.

10.1.3. The Program is an educational initiative combined with a competitive trading challenge. The Referral Link is a tracking mechanism for leaderboard scoring, activity verification, and the affiliate partnership with the Exchange Partner. It does not constitute reception or transmission of orders or any other crypto-asset service under MiCA.

10.1.4. All content within the Program — including the Trade of the Day, webinars, Coursework, and market reports — is provided strictly for educational and informational purposes. They do not constitute advice on crypto-assets within the meaning of Article 3(1) (16) of MiCA. Specifically:

(a) the Trade of the Day is a general educational reference idea shared with the entire Participant community simultaneously; it is not personalized to any individual Participant's circumstances, financial situation, or objectives;

(b) the Trade of the Day does not constitute a recommendation to buy, sell, or hold any specific crypto-asset;

(c) each Participant remains solely and independently responsible for evaluating whether to act upon, modify, or disregard any content shared within the Program;

(d) TheBirbNest does not assess the suitability or appropriateness of any trade for any individual Participant.

10.1.5. TheBirbNest recommends that Participants seek independent legal, financial, and tax advice before participating in the Program and before making any trading decisions.

10.2. Limitation of Liability

10.2.1. TheBirbNest, its affiliates, officers, employees, and contractors shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising from participation in the Program, including loss of profit, data, trading opportunities, or goodwill.

10.2.2. TheBirbNest shall not be liable for any loss caused by technical problems or limitations of third-party providers (including the Exchange Partner, Whop, or Discord).

10.2.3. The Participant agrees not to hold TheBirbNest liable for any claim arising from any decision made based on content provided within the Program. For individual financial, legal, tax, or investment advice, the Participant should contact a qualified professional.

11. INTELLECTUAL PROPERTY

11.1. All Program content is the intellectual property of TheBirbNest or its licensors. The Participant receives a limited, non-exclusive, non-transferable, revocable license for personal, non-commercial educational use during active participation only.

11.2. Redistribution, reproduction, resale, or commercial use of any Program content without prior written consent is strictly prohibited and constitutes a material breach resulting in immediate and permanent removal.

12. TERMINATION

12.1. The Participant may withdraw at any time by notifying TheBirbNest at support@thebirbnest.com.

12.2. TheBirbNest may remove a Participant with immediate effect for: (a) breach of Sections 7.2(a)–(c); (b) breach of intellectual property provisions; (c) fraud, wash trading, or Leaderboard manipulation; (d) any other material breach. TheBirbNest may also remove a Participant pursuant to the Activity Rule (Section 6.3).

12.3. TheBirbNest may suspend or terminate the Program in its entirety, or any individual Challenge, at any time at its sole discretion with reasonable advance notice. Termination shall not give rise to any claim for damages.

12.4. Upon termination, Nest Club Elite Access and all restricted content access shall be revoked.

13. DATA PROCESSING

13.1. Personal data is processed in accordance with the Privacy Policy at the Website.

13.2. The Participant acknowledges that his/her Discord username, Leaderboard standings, and performance metrics may be displayed publicly. Prize winners' display names may be announced on Discord, the Website, and social media.

14. GENERAL PROVISIONS

14.1. Complaints

14.1.1. Complaints may be submitted to: Harju maakond, Tallinn, Nõmme linnaosa, Rännaku pst 12, 10917 or support@thebirbnest.com. The complaint shall include the Participant's name, address, and a detailed description. TheBirbNest shall respond within 14 (fourteen) days.

14.1.2. An ODR platform is available at <https://ec.europa.eu/consumers/odr> pursuant to Regulation (EU) No 524/2013. The Participant may also seek assistance from the Consumer Protection and Technical Regulatory Authority (Endla 10A, 10122 Tallinn, info@ttja.ee).

14.2. Amendments

14.2.1. TheBirbNest may amend these Terms for justified reasons (changes in law, regulatory guidance, new features, Exchange Partner changes, or clarification). Amendments shall be published at least 7 (seven) days before the effective date. A Participant who disagrees may withdraw per Section 12.1 before the effective date.

14.2.2. No amendment shall deteriorate Participant rights guaranteed at the time of enrollment, to the extent required by mandatory law.

14.3. Governing Law and Jurisdiction

14.3.1. These Terms are governed by the laws of the Republic of Estonia. Disputes which cannot be resolved amicably shall be submitted to the competent court in Estonia.

14.3.2. None of these Terms shall limit consumer rights under applicable mandatory law. In case of conflict, mandatory provisions prevail.

14.4. Final Provisions

14.4.1. These Terms enter into force on February 9, 2026.

14.4.2. If any provision is or becomes invalid or unenforceable, it shall not affect the remaining provisions.

14.4.3. All implied warranties are excluded to the fullest extent permitted by applicable law. In matters not regulated herein, Estonian law applies.

14.4.4. Contact: support@thebirbnest.com.

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