

Terms and Conditions of DTC ANALYTICS LLC

By using any of our Services (including browsing our website or joining our Discord), you agree to these Terms and Conditions. If you do not agree, you may not use our Services.

These Terms and Conditions of Service and Use of DTC ANALYTICS LLC (the “Terms and Conditions”) are effective as of March 25, 2025 by DTC ANALYTICS LLC (“DTC ANALYTICS,” “we,” “us,” or “our”), amending and restating any prior terms.

DTC ANALYTICS LLC and all related content, materials, and services (collectively, the “Site”) provide customers and members with a private paid Discord for market analytics and a one-on-one mentorship service via video calls, offering educational resources for consulting and analytical needs.

We require every user (“customer” or “you”) to act with integrity, follow our rules, and abide by these Terms and Conditions and all other DTC ANALYTICS LLC policies.

You agree to read these Terms and Conditions carefully and retain them for future reference. They govern all aspects of your use of the Site and our products and services. By clicking “I AGREE” or using the Site, you acknowledge that you have received, read, and understood these Terms and Conditions. If unwilling to be bound, do not click “I AGREE” or use the Site. **CLICKING “I AGREE” IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THESE TERMS AND CONDITIONS, MAKING YOU LEGALLY BOUND.**

General Terms

1. Eligibility and Use

By using our Site, you represent and warrant that you:

- Are at least 18 years old;
- Are not restricted from using the Site or our services;
- Are not using the Site for unlawful purposes;
- Have full power and authority to enter into and perform these Terms and Conditions.

2. User Conduct

You agree not to:

- Promote or sell products or services without our permission;
- Post spam, unauthorized commercial communications, or harmful code;
- Attempt unauthorized access to accounts or services;
- Harass, bully, or intimidate others;
- Violate intellectual property rights;

- Decompile or reverse engineer the Site;
- Engage in fraudulent, misleading, or illegal conduct;
- Use automated means (e.g., bots, scrapers) to access or interact with the Site;
- Share or solicit personal information;
- Post hateful, threatening, or pornographic content;
- Violate securities laws.

3. Prohibited Activities

You further agree not to engage in or facilitate:

- Creating multiple accounts to disrupt or manipulate the Site;
- Illegal or unauthorized transactions;
- Circumventing Site security measures;
- Manipulating data or content to mislead;
- Transmitting viruses or harmful code;
- Accessing the Site to obtain others' information without permission.

4. Anti-Abuse Policy

You agree not to use the Site or any services, including the Discord or mentorship, to abuse, defame, or harm DTC ANALYTICS LLC, its employees, affiliates, or other users. This includes posting false or misleading information about the Site or services. Violations may result in immediate termination and legal action.

Site Usage

5. Ownership and License

The Site and its content—including all market analytics, technical analysis, mentorship materials, and methods—are owned by DTC ANALYTICS LLC and protected by intellectual property laws. We grant you a limited, revocable, non-exclusive license to access and use the Site for personal, non-commercial use only, subject to these Terms and Conditions. You may not reproduce, distribute, or create derivative works from this content without prior written consent. Unauthorized use, including theft or misuse of our proprietary content, is prohibited and may result in termination and legal action. Upon termination, you must cease use and destroy all copies of Site content in your possession.

6. User-Submitted Content

Content you post or transmit (e.g., text, images, videos) is your responsibility. You warrant that you have rights to it and it does not violate laws or third-party rights. By posting, you grant us a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, adapt, publish,

translate, create derivative works from, distribute, perform, and display such content for Site-related purposes. We may remove, edit, or delete it at our discretion without notice.

Additional Disclaimer for User-Generated Content: The private paid Discord may include user-generated content, such as posts, messages, and other interactions. All such content is for informational purposes only and does not constitute advice or a recommendation by DTC ANALYTICS LLC. We do not control or endorse any user-generated content, and you participate at your own risk. We are not responsible for the accuracy of any user-generated content, and it should not be relied upon for making investment decisions. You understand, acknowledge, and agree that by accessing the Discord, you may be exposed to material that you deem offensive, indecent, obscene, or otherwise objectionable. Under no circumstances will DTC ANALYTICS LLC, or its directors, officers, employees, or affiliates, be liable for any such content or for any loss or damage incurred as a result of your use of the Discord.

7. Copyright Infringement and DMCA Policy

We respect intellectual property rights. If you believe your copyrighted work has been infringed on our Site, notify us at daytradingcenter@gmail.com with:

- A description of the copyrighted work;
- The location on our Site of the infringing material;
- Your contact details (address, phone, email);
- A good-faith statement that the use is unauthorized;
- A statement under penalty of perjury that your notification is accurate and you're the copyright owner or authorized agent;
- Your electronic or physical signature.

We may remove alleged infringing content without notice and terminate repeat infringers' access at our discretion.

8. Confidentiality

During the one-on-one mentorship or other interactions, confidential information may be shared by DTC ANALYTICS LLC or you. You agree to keep such information confidential and not disclose it to third parties without written consent, except as required by law. We are not liable for your misuse of confidential information.

9. Data Usage Policy

Any data you provide to DTC ANALYTICS LLC, including during mentorship or Discord interactions, is used solely for providing services and improving the Site. We are not responsible for the accuracy, legality, or security of your data, and you grant us a non-exclusive license to use it for these purposes.

Account Management

10. Termination Policy

We may terminate or suspend your access at any time, with or without notice, for any reason, including violations of these Terms and Conditions. Upon termination, all rights granted to you cease immediately. You must stop using the Site and destroy all Site content in your possession. We may retain user data for legal, administrative, or security purposes. We may investigate violations and cooperate with law enforcement.

11. Service Delivery

All services, including the private paid Discord and one-on-one mentorship, are delivered online via video calls or Discord. We are not liable for technical issues (e.g., connectivity, platform outages) affecting delivery.

Additional Clarification: During the one-on-one mentorship service, while the interaction is personalized, the guidance provided is strictly educational and does not constitute personalized investment advice tailored to your individual financial situation or needs. All services provided by DTC ANALYTICS LLC, including but not limited to the private paid Discord and one-on-one mentorship, are for educational and informational purposes only.

12. 1-on-1 Mentorship Service

The one-on-one mentorship service is a premium educational offering provided at a significant cost. This service is delivered via video calls and is intended solely for educational purposes; it does not constitute investment advice, financial guidance, or personalized consulting tailored to your individual circumstances. The content, frequency, duration, and scheduling of mentorship sessions are determined exclusively by DTC ANALYTICS LLC, based on factors including but not limited to availability, user engagement, service demand, and operational needs. There is no guaranteed number of sessions, set timeline for completion, or minimum duration for the mentorship program.

DTC ANALYTICS LLC retains full discretion to modify any aspect of the mentorship service—including its structure, content, delivery method, or assigned mentor—at any time, without prior notice. Furthermore, DTC ANALYTICS LLC reserves the right to terminate the mentorship service for any user at its sole discretion, with or without cause, including but not limited to instances of user misconduct, failure to follow session guidelines, or violation of these Terms and Conditions.

All payments for the mentorship service are final and non-refundable under all circumstances, including but not limited to the number of sessions completed, the duration of the service, modifications to the service, or termination of the service by DTC ANALYTICS LLC. Users

acknowledge that the service is provided "as is," and DTC ANALYTICS LLC makes no warranties or guarantees, express or implied, regarding specific outcomes, financial results, or the effectiveness of the educational content. Users are solely responsible for their own decisions, actions, and outcomes resulting from the mentorship service.

By enrolling in the mentorship service, users agree to maintain professional conduct during all sessions. This includes respecting the mentor's time, adhering to session guidelines, refraining from disruptive behavior, and not recording, reproducing, or distributing session content without explicit written permission from DTC ANALYTICS LLC. Non-compliance with these conduct standards may result in immediate termination of the service without refund.

13. User Account Responsibility

You are responsible for maintaining the security of your account, including passwords and login credentials. You must notify us immediately of any unauthorized access. We are not liable for losses or damages due to your failure to secure your account.

14. Purchases and Payments

If you subscribe to paid services, including our private paid Discord or one-on-one mentorship service, you must provide accurate billing information (e.g., valid credit card). Subscriptions auto-renew unless canceled before renewal. Payments are non-refundable, and chargebacks result in immediate termination. You are responsible for all taxes. We may pursue legal action against fraudulent chargebacks.

The private paid Discord service is a recurring subscription providing access to market analytics, technical analysis, and related content, delivered via Discord and video calls. This is an educational service, not financial advice. You may not share, redistribute, or use this content for commercial purposes without written consent.

The one-on-one mentorship service is a premium offering with a high cost, provided at our discretion via video calls. There is no set time limit for the completion of the entire mentorship service; the duration and scheduling of sessions are determined solely by DTC ANALYTICS LLC based on availability and other factors. All payments for this service are final and non-refundable, regardless of the number of sessions completed or the duration of the service.

15. Refund Policy

All payments made to DTC ANALYTICS LLC for any services, including but not limited to the private paid Discord and one-on-one mentorship service, are final and non-refundable. No refunds will be issued under any circumstances, including but not limited to dissatisfaction with the service, changes in personal circumstances, or termination of the service by DTC ANALYTICS LLC. By using our services, you acknowledge and agree that you are not entitled to any refund for any reason.

DTC ANALYTICS LLC reserves the right, in its sole and absolute discretion, to make exceptions to this policy on a case-by-case basis. However, such exceptions are rare and entirely at the discretion of DTC ANALYTICS LLC, and do not create any obligation or precedent for future refunds.

16. Code of Conduct for Mentorship

Participants in the one-on-one mentorship service must maintain professionalism, respect, and good faith during video call sessions. Disruptive behavior, including verbal abuse, non-compliance with instructions, or recording sessions without consent, may result in immediate termination of the service without refund.

Disclaimers

17. General Disclaimer of Warranties

- The Site is provided “AS IS” and “AS AVAILABLE,” with no warranties.
- We disclaim all warranties, including merchantability, fitness for a particular purpose, and non-infringement, to the fullest extent permitted by law.
- We do not warrant that:
 - The Site meets your requirements;
 - The Site will be uninterrupted, secure, or error-free;
 - Results from Site use will be accurate or reliable;
 - Products, services, or information will meet expectations;
 - Errors will be corrected.
- Your use is at your sole risk.
- **Additional Disclaimer:** We neither assume responsibility for, nor guarantee the accuracy, currency, completeness, or usefulness of information, commentary, recommendations, advice, investment ideas, or other materials that may be accessed by you through the Site or our services, including the private paid Discord and one-on-one mentorship. If you choose to rely on such information, you do so solely at your own risk.

18. User Responsibility

- DTC ANALYTICS LLC is not registered as an investment adviser with the U.S. Securities and Exchange Commission or any state securities authority. Rather, DTC ANALYTICS LLC relies upon the “publisher’s exclusion” from the definition of “investment adviser” as provided under Section 202(a)(11)(D) of the Investment Advisers Act of 1940 and corresponding state laws. As such, DTC ANALYTICS LLC does not offer or provide personalized investment advice.
- All data, content, and information provided by DTC ANALYTICS LLC, the Site, or our services, including the private paid Discord and one-on-one mentorship, is impersonal and not tailored to the investment needs of any specific person. Such data, content, and information is provided for

informational and educational purposes only and should not be construed as investment or trading advice, nor as a solicitation or recommendation to buy, sell, or hold any positions in any securities or to engage in any other transaction. The content and information provided are solely incidental to our business and activities in providing educational services.

- You remain solely responsible for all decisions regarding your purchase and sale of securities, the suitability, profitability, or appropriateness for you of any security, investment, financial product, investment strategy, or other matter, and all other matters related to your investments and investment strategies. DTC ANALYTICS LLC does not and will not provide you with any legal, tax, estate planning, or accounting advice, or any advice regarding the suitability, profitability, or appropriateness for you of any security, investment, financial product, investment strategy, or other matter. You understand, acknowledge, and agree that DTC ANALYTICS LLC employees are not authorized to give any such advice, and you will neither solicit nor rely on any investment advice from any DTC ANALYTICS LLC employee. We recommend that persons desiring to trade or invest in securities do so cautiously and only in consultation with their professional, licensed, and qualified financial, legal, tax, estate planning, and accounting advisors.

- No data, content, or information provided by DTC ANALYTICS LLC, the Site, or our services is intended, and shall not constitute or be construed as, advice or any recommendation to buy, sell, or hold a particular security or pursue any particular investment strategy, nor any offer, or solicitation of an offer, to buy or sell securities, nor an attempt to influence the purchase or sale of any security. You understand, acknowledge, and agree that you should not rely solely on the information provided by DTC ANALYTICS LLC as the basis for any investment decision. You bear sole responsibility for your own investment research and decisions and should seek the advice of a professional, licensed, and qualified securities professional before purchasing or selling any security or making any investment.

19. No Guarantee of Results

We make no guarantees, express or implied, about the success or profitability of advice, analysis, or consultation provided, including the private paid Discord or one-on-one mentorship service. Information is for educational purposes only. No specific outcomes, financial gains, or protection from losses are promised from the Discord market analytics or mentorship consulting, and their costs do not imply guaranteed success. You must conduct your own research and due diligence before acting on it.

Additional Disclaimer on Simulated or Hypothetical Trades: Any trades or investment scenarios discussed in our services, including the private paid Discord and one-on-one mentorship, may be based on simulated or hypothetical performance for informational and educational purposes only. Such results have inherent limitations and do not represent actual trading. Unlike the results shown in an actual performance record, such results do not reflect actual trading commissions that you may incur or account for the impact, if any, of certain market factors, such as lack of liquidity, that may affect your results. The prices of investments at the time you begin subscribing may differ from those at the time such investments were chosen, and your actual results may vary due to factors such as volatility, server delays, or the

size and timing of your transactions. No representation is made that any account will or is likely to achieve profits or losses similar to those shown in hypothetical scenarios.

Mentors or moderators may discuss their own trading strategies or hypothetical trades for educational purposes. You understand, acknowledge, and agree that these discussions are not recommendations to buy or sell securities, and you should not rely on them as such. Mentors and moderators are not required to disclose all their trades, and their positions may be inconsistent with trades discussed. Trades may be called out, posted, or alerted but not executed, and results may under- or over-compensate for market factors like liquidity. DTC ANALYTICS LLC does not verify mentor or moderator trade records or maintain records of their trades and results, and they have no obligation to provide such data. Through your use of the Site, you expressly contract and consent to these operations and release DTC ANALYTICS LLC, its directors, officers, employees, and affiliates from any liability, claim, loss, cost, expense, or damages arising from or relating to mentor or moderator statements, actions, or omissions, including real, simulated, or hypothetical trades and results.

Risk Warning: Trading in any security can result in immediate and substantial losses of the money invested. You should only invest funds that are not allocated for other purposes, such as retirement savings, student loans, mortgages, education, or debt reduction, and that you can afford to lose. Do not trade with money you cannot afford to lose.

20. CFTC Rule 4.41 Disclaimer

These results are based on simulated or hypothetical performance results that have certain inherent limitations. Unlike the results shown in an actual performance record, these results do not represent actual trading. Also, because these trades have not actually been executed, these results may have under- or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated or hypothetical trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve profits or losses similar to these being shown.

21. Testimonials and Results Disclaimer

Testimonials or success stories are not typical and do not guarantee outcomes. Your results, including from Discord or mentorship, may vary based on factors beyond our control.

22. Third-Party Content Disclaimer

The Site may link to third-party resources. We do not endorse, control, or guarantee their accuracy or completeness. Use is at your risk.

23. Limitation on Liability for Third-Party Services

Some Site features may use third-party services (e.g., Discord, video call platforms). We are not responsible for their availability, accuracy, performance, or legality. You hold us harmless from claims or damages arising from their use.

Legal Provisions

24. Indemnification

You agree to indemnify, defend, and hold harmless DTC ANALYTICS LLC, its officers, directors, employees, agents, and third-party providers from claims, liabilities, damages, losses, and expenses (including attorney's fees) arising from your Site use, violation of these Terms and Conditions, or third-party rights.

25. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, DTC ANALYTICS LLC, AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, AND AFFILIATES SHALL NOT BE LIABLE TO YOU, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR:

(A) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUES, BUSINESS, DATA, OR GOODWILL, ARISING OUT OF, UNDER, OR RELATING TO THESE TERMS AND CONDITIONS, YOUR USE OF THE SITE, INCLUDING THE PRIVATE PAID DISCORD OR ONE-ON-ONE MENTORSHIP SERVICE, OR OTHERWISE RELATED TO OR ARISING FROM THE PRODUCTS OR SERVICES OF DTC ANALYTICS LLC; OR

(B) ANY DAMAGES OF ANY KIND ARISING OUT OF, UNDER, OR RELATING TO THE SITE OR OTHERWISE RELATED TO OR ARISING FROM THE PRODUCTS OR SERVICES OF DTC ANALYTICS LLC, IN EXCESS OF:

1. **For the Monthly Subscription Discord Service:** Three (3) times the most recent monthly fee paid by you in connection with the Site, if any, or Two Hundred Fifty Dollars (\$250.00), whichever amount is greater.
2. **For the One-on-One Mentorship Service:** The greater of One Thousand Dollars (\$1,000.00) or Ten Percent (10%) of the fees paid by you for the specific mentorship service giving rise to the claim.

Multiple Services Limitation:

If you purchase multiple services from DTC ANALYTICS LLC, including but not limited to the Monthly Subscription Discord Service and the One-on-One Mentorship Service, the limitations of liability specified herein apply separately and independently to each service. Any claims

arising from your use of one service shall not be combined with claims arising from your use of another service to increase the total recoverable amount. Each service's liability cap applies solely to the fees paid for that specific service and shall not exceed the amounts specified in these Terms and Conditions.

THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE AND SHALL NOT APPLY TO ANY DAMAGE TO YOU INTENTIONALLY CAUSED BY DTC ANALYTICS LLC IN VIOLATION OF THESE TERMS AND CONDITIONS OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED BY THESE TERMS AND CONDITIONS.

26. Force Majeure

We are not liable for delays or failures due to events beyond our control (e.g., natural disasters, war, Internet failures).

27. Modification Clause

We may modify these Terms and Conditions, the Site, or pricing at any time without notice. Continued use signifies acceptance.

28. Privacy Policy

Our Privacy Policy governs your information's collection and use. By using the Site, you agree to it.

29. Dispute Resolution Timelines

Before initiating arbitration, you must send a written Notice of Dispute to daytradingcenter@gmail.com within 30 days of the issue arising, detailing the claim and relief sought. If unresolved within 60 days, either party may proceed to arbitration.

30. Arbitration Agreement

Disputes are resolved exclusively through binding arbitration in California, USA. You waive jury trials and class actions.

31. Jurisdiction for Non-Arbitrable Claims

For claims not subject to arbitration (e.g., seeking injunctive relief), exclusive jurisdiction lies in the state and federal courts of Orange County, California.

32. Governing Law

These Terms are governed by California law, excluding conflict of law principles.

33. Severability

If a provision is unenforceable, others remain effective.

34. Survival Clause

Provisions including Limitation of Liability, Indemnification, Confidentiality, and Arbitration Agreement shall survive termination of these Terms and Conditions or your use of the Site.

35. Entire Agreement

These Terms are the full agreement between you and DTC ANALYTICS LLC.

36. Waivers

Our failure to enforce a provision is not a waiver.

37. Contact Information

Contact us at daytradingcenter@gmail.com with questions.

International Users

38. International Users

The Site is for U.S. residents. If accessed outside the U.S., you do so at your risk and must comply with local laws.

Complaint Resolution

39. Complaint Resolution

For complaints or concerns, contact us at daytradingcenter@gmail.com. We'll make reasonable efforts to address them.

By clicking "I AGREE" or using the Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.