



Terms & Conditions, Terms of Use, Terms of Service

Last Updated: November 08, 2025 | 11/08/2025

I. Introduction

The Terms and Conditions (“**Agreement**”) govern the provision, access, and use of the educational services, materials, and content (collectively, “**Services**”), provided by Wicked to any user. By purchasing a membership, entering the server, or using Services, the User (“user” acknowledges and agrees to be bound by this Agreement and the accompanying Non-Disclosure Agreement (NDA). You may access these Terms & Conditions (“**Terms & Conditions, Terms of Use, Terms of Service**” at www.whop.com/wicked. Regardless of how the user accesses Wicked, its Services, content, material, the User acknowledges and agrees to be bound by this Agreement and the accompanying Non-Disclosure Agreement (NDA).

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION SUCH IS EXPLAINED IN FORTH IN SECTION 4 BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND. IN ARBITRATION THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. BY AGREEING TO THESE TERMS YOU AGREE TO THE PROVISION.

II. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) **Company:** Refers to “**Wicked,**” including any of its subsidiaries, affiliates, successors, assigns, and any entity operating under the Wicked brand. This term also includes all employees, officers, contractors, and authorized representatives acting on behalf of Wicked in connection with the Services.

(b) **User:** Any individual or entity that accesses, uses, or registers for the Services, including but not limited to free users, paid members, and participants in any educational offering.

(c) **Services:** The educational content, materials, tools, resources, discussion threads, templates, video lessons, live guidance, and any other products, services, or offerings provided by the Company.

(d) **Content:** All proprietary educational materials made available through the Services, including but not limited to videos, tutorials, templates, tools, recordings, live sessions, written lessons, discussions, and workflows.

(e) **Platform:** Any digital or physical medium through which Services are delivered, including Discord servers, websites, portals, applications, or any other technology or environment utilized by the Company.

(f) **Membership:** Access granted to Users under one of the designated tiers (e.g., Foundation, Ascent, Legacy) in exchange for payment or registration, including all associated rights, benefits, and features.

(g) **Confidential Information:** Any information disclosed or made available to Users that is not publicly available and relates to the Company's proprietary materials, including but not limited to strategies, workflows, templates, tools, communications, training materials, trade secrets, and intellectual property.

(h) **Tier:** Refers to the specific level of Membership selected by the User, which determines the duration, pricing, and scope of Services available to that User.

(i) **User Materials:** Any content, data, messages, submissions, or contributions posted, shared, or submitted by the User within or through the Platform, including communications, files, media, or other forms of engagement.

(j) **Effective Date:** The date on which the User first accesses the Services, purchases a Membership, or agrees to the Terms and Conditions, whichever occurs earliest.

(k) **Agreement:** Refers collectively to these Terms and Conditions, the Non-Disclosure Agreement (NDA), the Privacy Policy, the Risk & Liability Acknowledgment, and any applicable Membership or Purchase Agreements.

III. Scope and Purpose

Wicked provides **educational services** focused on **teaching individuals** about **futures markets**, including strategies, analysis techniques, and trading workflows. These services include, but are not limited to, **video lessons, interactive discussion**

threads, materials, templates, tools, and guidance delivered through digital platforms. Wicked aims to educate Users on market principles, trading strategies, and risk management techniques to enable them to develop the skills and understanding necessary to create an understanding that an ordinary trading person can obtain in the futures market. Wicked, its personnel, and Users **do not provide personalized financial, investment, or legal advice**; Users are **solely responsible for their own trading decisions and outcomes**, as all Services are **strictly educational and instructional**. The Company and its personnel are **not financial advisors**, and no individualized trading or legal advice is provided. **All Content offered by Wicked does not constitute investment advice under the SEC, FINRA, or any other regulatory authority**. Users assume full responsibility and risk for any trading, investing, or implementation of strategies, and Wicked makes no guarantees regarding outcomes, profitability, or financial success.

IV. Membership Tiers & Payment

Wicked offers multiple membership tiers for access to its Services: **(i) the Foundation tier at \$200 per month, (ii) the Ascent tier at \$449.99 per three-month period, and (iii) the Legacy tier at a one-time payment of \$1,000 for lifetime access**. All prices are in United States Dollars (USD) and are subject to applicable taxes, location-based surcharges, currency conversion fees, and other transaction-related costs, which are the sole responsibility of the User. Membership fees must be paid in full prior to the activation of access to any Services. By submitting payment, Users agree that all payments are final, non-cancellable, and non-refundable under any circumstances, including but not limited to dissatisfaction, lack of use, or changes in personal financial circumstances.

All memberships are sold and fulfilled through **Whop**, a third-party platform. By purchasing a membership through Whop, the User agrees to be bound by both this Agreement and Whop's applicable Terms of Service, Privacy Policy, and refund or dispute processes. The Company **does not control or process payments directly and is not responsible for technical or transactional issues occurring on the Whop platform**. Any concerns related to payment processing, billing errors, or access delays must be **directed to Whop support** in the first instance.

Users are prohibited from initiating chargebacks or payment disputes without first providing written notice via the Wicked Discord to the Company and affording it an opportunity to resolve the issue within fifteen (15) business days. Unresolved or

unauthorized chargebacks may result in immediate suspension or termination of access and may be pursued legally, including collection of associated fees. The Company reserves the right to adjust membership pricing or benefits for future offerings at its sole discretion; however, existing memberships will retain the pricing and access agreed upon at the time of purchase unless otherwise modified in writing. Users are solely responsible for ensuring compliance with their local laws regarding online payments, subscriptions, and digital services. **Memberships are non-transferable and cannot be shared, resold, or gifted without prior written authorization by the Company.**

V. User Conduct and Platform Rules

Users must engage with the Platform **respectfully, professionally, and in good faith at all times**. Harassment, spamming, abusive behavior, discriminatory or hateful speech, attempts to intimidate other Users, or any form of disruption to the Platform's operation is strictly prohibited.

Users must comply with all applicable platform rules, including but not limited to Discord's Community Guidelines, Terms of Service, and any other rules specific to third-party platforms used by the Company. The Company may also impose its own internal rules or codes of conduct, which may be updated from time to time and communicated via official channels (e.g., Discord announcements). The Company reserves the right, at its sole discretion, to monitor, investigate, suspend, restrict, or permanently remove any User for conduct that: (a) violates these Terms; (b) violates Discord or third-party platform rules; (c) appears to be fraudulent, deceptive, or malicious; (d) endangers the community experience or platform security; (e) includes the unauthorized sharing, recording, or reproduction of proprietary Content or Confidential Information; or (f) includes attempts to solicit Users or promote external products, services, or communities without prior written approval.

Users are expressly prohibited from using the Platform or any communication channels associated with the Services to promote or market competing services, training programs, or paid offerings.

Violation of these rules may result in temporary or permanent suspension of access, without refund, and may expose the User to legal liability, including but not limited to claims for breach of contract, intellectual property infringement, or defamation.

VI. Issues and Disputes

The Wicked Service, including all content, materials, tools, communications, and functionality, is provided on an **“as is” and “as available”** basis, without any warranties of any kind, express, implied, or statutory. **To the maximum extent permitted by law**, Wicked, its affiliates, owners, licensors, and content providers expressly disclaim all warranties, including but not limited to: (a) implied warranties of merchantability; (b) fitness for a particular purpose; (c) accuracy, completeness, or reliability of content or materials; (d) title and non-infringement; and (e) any warranties arising from course of dealing, usage, or trade practice. Neither Wicked nor any content owner represents or warrants that the platform, services, or any material accessed through Discord or other third-party tools will be free of defects, malware, viruses, technical interruptions, or other harmful components. Users access and use the Services at their own risk.

WICKED MAKES NO GUARANTEES REGARDING THE QUALITY, ACCURACY, AVAILABILITY, OR CONTINUITY OF SERVICE, INCLUDING BUT NOT LIMITED TO THIRD-PARTY TOOLS, LINKS, PARTNERSHIPS, OR CONTENT MADE AVAILABLE THROUGH THE PLATFORM. WICKED SHALL NOT BE LIABLE FOR ANY TRANSACTIONS, INTERACTIONS, OR OUTCOMES ARISING FROM USER ENGAGEMENT WITH THIRD PARTIES.

No oral or written information, advice, or representation provided by the Company, its representatives, or other users shall create any warranty or modify this disclaimer in any way. Access to community features, partner services, or third-party tools is provided for convenience only and does not constitute an endorsement or guarantee of performance, security, or fitness for any purpose, unless explicitly stated. Users agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, employees, agents, and contractors from and against any and all claims, damages, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising out of or in connection with their use of the Services, violation of this Agreement, or infringement of any rights of a third party. THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE FEDERAL AND STATE LAW IN THE U.S.

VII. Data Collection & Privacy

The Company may collect and process various types of information from Users, including but not limited to: **age, payout details, proprietary trading firm usage, engagement metrics, communication history, time spent on Wicked platforms, and related usage data**. Data may be collected directly from Users, through platform analytics, or via third-party integrations such as Whop or Discord. The purpose of collecting such information is **to enhance the quality of Services, monitor User**

progress, provide personalized support, perform aggregate performance analysis, and develop targeted educational strategies to benefit both Users and Company personnel. **By accessing or using the Services, Users expressly consent to the collection, use, storage, and processing of their personal data in accordance with this Agreement and applicable law.** All data will be handled in compliance with relevant U.S. federal and New York State privacy laws, including the California Consumer Privacy Act (CCPA) where applicable. Users may request deletion of their data by submitting a written request to the Company. Requests will be honored in accordance with applicable data protection laws and subject to any legal or contractual retention obligations. Providing false, misleading, or materially incomplete information may result in immediate suspension or termination of access to the Services, without refund. **The Company reserves the right to investigate data integrity concerns and take corrective or legal action as necessary.**

VIII. Risk, Liability, and Indemnification.

Users **acknowledge and assume full responsibility for all risks associated with the use of the Services, including but not limited to any trading activity, investment decisions, financial losses, or reliance on educational materials provided through the Platform.** The Company **does not operate as a brokerage, proprietary trading firm, or financial intermediary, and does not directly facilitate any trading activity.** Users are solely responsible for selecting and engaging with any third-party trading platforms or prop firms, including those accessed through Company partnerships or referrals. See Section 6 (VI) (Issues and Disputes) for more details. The Company makes no representations regarding the **suitability, reliability, or performance of any third-party services or platforms,** and bears no responsibility for the outcomes of User activity conducted outside the Company's direct control. Users agree that all strategies, workflows, and content provided by Wicked are for **educational purposes only and do not constitute financial, investment, legal, or tax advice.** To the fullest extent permitted by law, the Company shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages, including but not limited to lost profits, market losses, opportunity costs, data loss, or reputational harm, arising from or related to the use or inability to use the Services. The Company does not guarantee profitability. Users further acknowledge that in the event of unauthorized disclosure or misuse of the Company's Content, strategies, or Confidential Information, monetary damages may be inadequate. The Company reserves the right to seek injunctive or equitable relief, as well as recovery of legal costs and attorney's fees, to enforce its

rights. All responsibilities and obligations under this section shall survive termination of access to the Services.

IX. Termination and Enforcement

The Company reserves the right **to restrict, monitor, suspend, or terminate a User's access to the Platform or Services at any time**, with or without prior notice, in its sole discretion. Grounds for termination include, but are not limited to: **violation of these Terms, suspected misconduct, unauthorized use or sharing of Content, fraudulent activity, abusive behavior, or any activity that compromises the integrity or security of the Platform or its community**. **Termination of access does not release the User from any continuing obligations** under this Agreement, including but not limited to provisions related to intellectual property, confidentiality, indemnification, and liability. These obligations shall survive indefinitely, regardless of the status of the User's Membership. In the event of a breach or suspected breach of these Terms, the Company may take **any lawful measures it deems necessary to enforce compliance**, including pursuing injunctive relief, monetary damages, legal action, or recovery of attorney's fees and related enforcement costs. The Company also reserves the right to cooperate with law enforcement or other authorities in investigating potential violations, and may disclose User information as required to comply with applicable laws or regulations.

X. Technical Requirements

Users are solely responsible for ensuring they have and maintain compatible devices, updated software, and stable internet access necessary to use the Services and fully engage with the Platform, including any third-party tools such as Discord or Whop. The Company is not responsible for any technical issues, device incompatibilities, software conflicts, connection failures, or platform outages that may limit or disrupt access to Services. Access disruptions, regardless of cause, do not entitle the User to a refund, extension, or modification of their Membership. It is the User's responsibility to maintain proper technical configurations and meet any minimum system requirements communicated by the Company or its third-party partners.

XI. Governing Law, Dispute Resolution & Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. All disputes, claims, or controversies arising out of or relating to these Terms, the Platform, or Services shall be exclusively resolved in the state or federal courts located in New York, unless the

Company elects to require mandatory binding arbitration as the primary method of resolution. The Company reserves the right, in its sole discretion, to require that any dispute be submitted to confidential arbitration administered by a recognized arbitration authority, in accordance with its rules and procedures. The location of arbitration shall be New York, NY unless otherwise agreed in writing. No waiver of rights shall be implied by delay or failure to enforce any provision of this Agreement. If any provision is found to be invalid, unenforceable, or contrary to applicable law, such provision shall be severed or modified, and the remainder of the Agreement shall remain in full force and effect.

XII. Amendments

Wicked may revise and update these Terms at any time at its sole discretion. Updates will be communicated via platform announcement on Discord. Notice shall be deemed effective upon posting or delivery, regardless of whether the User reads or acknowledges the update. It is the User's responsibility to review all posted changes. Continued use of the Services after any amendment becomes effective constitutes acceptance of the revised Terms. If the User does not agree to the updated Terms, the only remedy is to discontinue use of the Services and terminate the Membership in accordance with this Agreement.

XIII. Consumer Rights Disclaimer

Nothing in this Agreement is intended to, or shall, limit or waive any rights that Users may have under applicable consumer protection laws that cannot be legally waived or restricted by contract. These Terms shall be interpreted and enforced in a manner that is consistent with such rights. If any provision of this Agreement is found to be unenforceable under applicable law, it shall be modified or severed to the extent necessary to remain valid and enforceable, and the remainder of the Terms shall continue in full force and effect.

XIV. Acceptance

By purchasing a Membership, accessing the Platform, entering the server, or using any part of the Services, the User expressly agrees to be bound by these Terms and Conditions, the accompanying Non-Disclosure Agreement (NDA), and any future amendments or modification.

Use of the Services constitutes legally binding acceptance of all applicable policies, disclaimers, and obligations contained herein, regardless of whether the User has read

the full Terms. If the User does not agree, they must refrain from accessing or using the Services.